



# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Agenda Finance Committee

*Peter Ribbens, Chair*  
*Ryan Tunseth, Vice Chair*  
*Brent Hibbert*

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Tuesday, February 27, 2024

3:45 PM

Betty J. Glick Assembly Chambers  
Meeting ID: 895 1103 3332 Passcode: 193069  
[https://yourkpb.zoom.us/j/89511033332?  
pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)

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Meeting ID: 895 1103 3332 Passcode: 193069

### PUBLIC HEARINGS ON ORDINANCES

1. [2023-19-35](#) An Ordinance Appropriating Supplemental Funds from the Land Trust Fund Fund Balance to Land Management Operations for Surveying Resources (Mayor)

Attachments: [Ordinance 2023-19-35](#)  
[Memo](#)

### UNFINISHED BUSINESS

1. Notice to Consider

- a. [KPB-5789](#) Requesting Formal Assembly Protest to the Transfer of Controlling Interest Application filed by Harbor Gateway Inc. dba Gateway Liquor & Food Mart, License No. 2683, Seward [Tabled on 02/06/24]

[Clerk's Note: Assembly Member Ecklund gave notice to remove KPB-5789 from the table on 02/15/24, per KPB 22.40.070.]

Attachments: [Protest Request](#)  
[Finance Recommendations](#)  
[Application for Transfer](#)  
[Ecklund Memo to Assembly 021524](#)

### NEW BUSINESS

Ordinances for Introduction

- \*a. [2023-19-36](#) An Ordinance Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor) (Hearing on 03/19/24)

*Attachments:* [Ordinance 2023-19-36](#)  
[Memo](#)  
[LAYDOWN Public Comment 022724](#)

- \*b. [2023-19-37](#) An Ordinance Appropriating \$42,562 to the Special Assessment Fund for the Jubilee Street Utility Special Assessment District (Mayor) (Hearing on 03/19/24)

*Attachments:* [Ordinance 2023-19-37](#)  
[Memo](#)

- \*c. [2023-19-38](#) An Ordinance Accepting and Appropriating \$1,365,000 for the Deep Creek Fish Passage Project, a Partnership between the Kenai Peninsula Borough and the U.S. Fish & Wildlife Service (Mayor) (Hearing on 03/19/24)

*Attachments:* [Ordinance 2023-19-38](#)  
[Memo](#)  
[Reference Ordinance 2023-19-31](#)  
[RSA Minutes](#)  
[Award Notification](#)

### 3. Other

- \*a. [KPB-5801](#) Authorizing the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Retail Store Application for The Tufted Puffin, License No. 34856 (Mayor)

*Attachments:* [Complete Application](#)  
[Maps](#)  
[Memo from Planning](#)  
[REVISED Memo to Assembly](#)

Introduced by:	Mayor
Date:	02/06/24
Hearing:	02/27/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-35**

**AN ORDINANCE APPROPRIATING SUPPLEMENTAL FUNDS FROM THE LAND TRUST FUND FUND BALANCE TO LAND MANAGEMENT OPERATIONS FOR SURVEYING RESOURCES**

**WHEREAS,** the Kenai Peninsula Borough ("KPB") Land Management Division is responsible for the management of KPB lands and natural resources; and

**WHEREAS,** the KPB Land Management Division operates under the special revenue Land Trust Fund account 250, which accounts for and is supported by, land management operating revenues; and

**WHEREAS,** a surveyor position and equipment were planned in FY23 and will be implemented in FY24; and

**WHEREAS,** due to the fact that FY23 appropriations lapsed to the Land Trust Fund, \$88,200 is needed in FY24 for procurement of equipment, supplies and software licensing for surveying capabilities;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the amount of \$88,200 is appropriated from the Land Trust Fund fund balance to the following accounts for the following items: GNSS System, a Total Station System, subscriptions to Trimble Business Center, Pix4D Mapper, Autodesk Civil3D, and land surveying field tools and supplies:

<b>Supplies</b>		
250.21210.42410	Small Tools/ Minor Equipment	\$9,400
<b>Services</b>		
250.21210.43026	Software Licensing	\$4,300
<b>Capital Outlay</b>		
250.21210.48311	Major Equipment	\$74,500

**SECTION 2.** That this ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2024.**

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Brent Johnson, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*  
Robert Ruffner, Planning Director *SLRR*

**FROM:** Marcus A. Mueller, Land Management Officer *mam*

**DATE:** January 25, 2024

**RE:** Ordinance 2023-19-35, Appropriating Supplemental Funds from the Land Trust Fund Fund Balance to Land Management Operations for Surveying Resources (Mayor)

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KPB’s Land Management Division is responsible for the management of KPB lands and natural resources. A surveyor position, which was originally budgeted for in FY23, is now being established in FY24. The surveying position requires equipment, supplies and software to achieve production capabilities. Funds appropriated for these purposes in FY23 have lapsed to the Land Trust Fund.

The attached Ordinance appropriates \$88,200 from the Land Trust Fund fund balance to the FY24 Land Management operating budget for small tools and software licensing related to surveying and major equipment to include a GNSS System, a Total Station System, subscriptions to Trimble Business Center, Pix4D Mapper, Autodesk Civil3d, and land surveying field tools and supplies.

Your consideration of the Ordinance is appreciated.

<b>FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED</b>	
Account:	<u>250.00000.00000.27910</u>
Amc	<u>\$88,200</u>
By: <i>CF</i>	Date: <u>1/24/2024</u>

**MEMORANDUM**

**TO:** Brent Johnson, Assembly President  
Kenai Peninsula Borough Assembly Members

**FROM:** Michele Turner, Borough Clerk (MT)

**DATE:** February 6, 2024

**RE:** Protest of Liquor License – Transfer of Controlling Interest  
Harbor Gateway, Inc. dba Gateway Liquor & Food Mart  
License No. 2683, Seward

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In accordance with KPB 7.10.020(E), the Borough Assembly shall cause protest to be filed with the State Alcohol Beverage Control Board where the information on the application does not align with current information available on the entity database maintained by the State of Alaska. The entity name, officer names and owner names listed on the application submitted shall match those listed on the entity database maintained by the State of Alaska, Division of Corporations, Business and Professional Licensing public database and as required by Alaska Statutes.

The KPB Finance Department reviewed the referenced application, located in the City of Seward, and has determined that the information listed on the State of Alaska, Division of Corporations, Business and Professional Licensing database does not reflect the applicant's name, Traci Williams, as an official of the referenced licensee.

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**RECOMMENDATION:** Assembly protest the application to the transfer of controlling interest, filed by Harbor Gateway, Inc. dba Gateway Liquor & Food Mart, License No. 2683, due to the official name listed on the application does not match those listed on the State of Alaska's database.

**MEMORANDUM**

**TO:** Michele Turner, Borough Clerk  
**THRU:** Sean Kelley, Borough Attorney *SK*  
Brandi Harbaugh, Finance Director *BH*  
**FROM:** Nolan Scarlett, Property Tax & Collections Manager *NS*  
**DATE:** 02/05/2024

**SUBJECT:** Gateway Liquor & Food Mart – Transfer of Controlling Interest

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The Finance Department has reviewed all relevant State of Alaska licensing and tax accounts related to the following business and has found the following State of Alaska Business Corporation Officials do not reflect the applicant's name. The request for a transfer of controlling interest has been received to change from James Pruitt (deceased) to Tracie Williams; however, Tracie Williams is not listed as an official on the State of Alaska records.

Please be advised that the Finance Department recommends, pursuant to KPB 7.10.020(A)(1) that the Assembly cause a protest to be filed with the Transfer of Controlling Interest for the liquor license listed above due to the inaccurate licensing officials. The Finance Department further recommends that the Assembly authorize the Borough Clerk to withdraw the protest, in writing and prior to any final hearing before AMCO on the Transfer of Controlling Interest application, on the condition that all state records for licensing and sales tax accounts become accurate.

Please forward a copy of the Assembly approval/objection letter for our records. Thank you for your consideration in this matter.



December 07, 2023

City of Seward, Kenai Peninsula Borough  
Attn: Multiple

<b>License Type:</b>	Package Store	<b>License #2683</b>	
<b>Licensee:</b>	Harbor Gateway Inc		
<b>Doing Business As:</b>	Gateway Liquor & Food Mart		
	Transfer from James Pruitt (deceased to Tracie Williams (heir))		

**New Application**

**Transfer of Ownership Application  
with Security Interest**

**Transfer**

**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 provides that the board will deny a license application if the board finds that the license is prohibited 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 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,  
Joan Wilson Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)





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

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing 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, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

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

### Section 1 - Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Harbor Gateway, Inc. (Estate of James Pruitt 100%)	License #:	2683 6283		
License Type:	Package Store	Statutory Reference:	AS 04.11.150		
Doing Business As:	Gateway Liquor & Food Mart				
Premises Address:	308 N Harbor				
City:	Seward	State:	AK	ZIP:	99664
Local Governing Body:	N/A				

### Transfer Type:

- Regular transfer  
 Transfer with security interest  
 Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		Transaction #:	
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	

[Form AB-01] (rev 2/24/2022)

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 Page 1 of 2  
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AMCO Received 8/8/23

#100595490



**Alaska Alcoholic Beverage Control Board**  
**Form AB-01: Transfer License Application**

**Section 2 – Transferee Information**

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	Harbor Gateway, Inc. (Tracie Williams 100%)				
Doing Business As:	Gateway Liquor & Food Mart				
Premises Address:	308 N Harbor				
City:	Seward	State:	AK	ZIP:	99664
Community Council:					

Mailing Address:	PO Box 121				
City:	Seward	State:	AK	ZIP:	99664

Designated Licensee:	Tracie Williams				
Contact Phone:	907-362-2209	Business Phone:			
Contact Email:	twodogs@gci.net				

Seasonal License?    Yes     No     If "Yes", write your six-month operating period: \_\_\_\_\_

**Section 3 – Premises Information**

Premises to be licensed is:

- an existing facility     a new building     a proposed building

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

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

1.2 miles

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.

.4 miles

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Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 4 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an:  applicant  affiliate

Name:				
Address:				
City:	State:	ZIP:		

This individual is an:  applicant  affiliate

Name:				
Address:				
City:	State:	ZIP:		

**Section 5 – 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 6. 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:	Tracie Williams			
Title(s):	President, Treasurer	Phone:	907-362-2209	% Owned: 50
Address:	PO Box 121			
City:	Seward	State:	AK	ZIP: 99664

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

Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

Entity Official:	Craig Pruitt				
Title(s):	Vice President, Secretary	Phone:	360-707-1555	% Owned:	50
Address:	PO Box 944				
City:	Seward	State:	AK	ZIP:	99664

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

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

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 #:	40302D	AK Formed Date:	05/26/1987	Home State:	AK
Registered Agent:	Tracie Williams as Personal Representative of Estate of James Pruitt		Agent's Phone:	907-362-2209	
Agent's Mailing Address:	PO Box 121				
City:	Seward	State:	AK	ZIP:	99664

Residency of Agent: Yes No

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

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

**Alaska Alcoholic Beverage Control Board**  
**Form AB-01: Transfer License Application**

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**Section 6 – Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee 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 7 – 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:

Thompson Law Group

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Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> 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-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

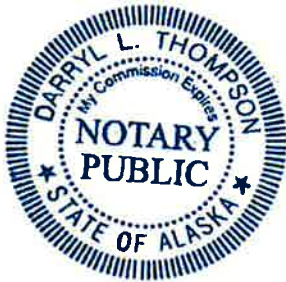
Tracie A Williams  
Signature of transferor

Tracie Williams Personal Representative of Estate of James Pruitt

Printed name of transferor

Subscribed and sworn to before me this 5 day of July, 2023.

[Signature]  
Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: 9/22/2026

\_\_\_\_\_  
Signature of transferor

\_\_\_\_\_  
Printed name of transferor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 9 – Transferee 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.

TW

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

TW

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.

TW

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.

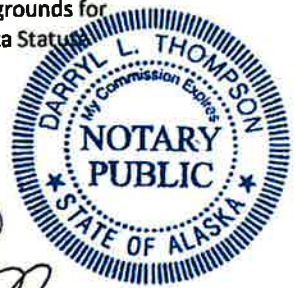
TW

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

TW

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

TW



*Tracie A Williams*

Signature of transferee

Tracie Williams

Printed name

*Darryl L. Thompson*

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 9/22/26

Subscribed and sworn to before me this 5 day of July, 2023

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

**Alaska Alcoholic Beverage Control Board**  
**Form AB-01: Transfer License Application**

**Section 9 – Transferee Certifications**

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

CP

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

CP

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.

CP

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.

CP

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

CP

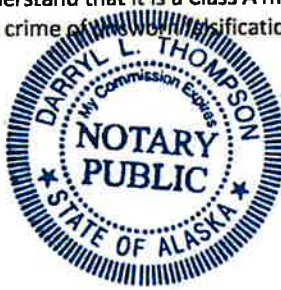
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of falsification.

CP

Signature of transferee

Craig Pruitt

Printed name



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 9/22/26

Subscribed and sworn to before me this 5<sup>th</sup> day of July, 2023







**Alaska Alcoholic Beverage Control Board**  
**Form AB-02: Premises Diagram**

**Why is this form needed?**

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 may not be 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 Anchorage 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.

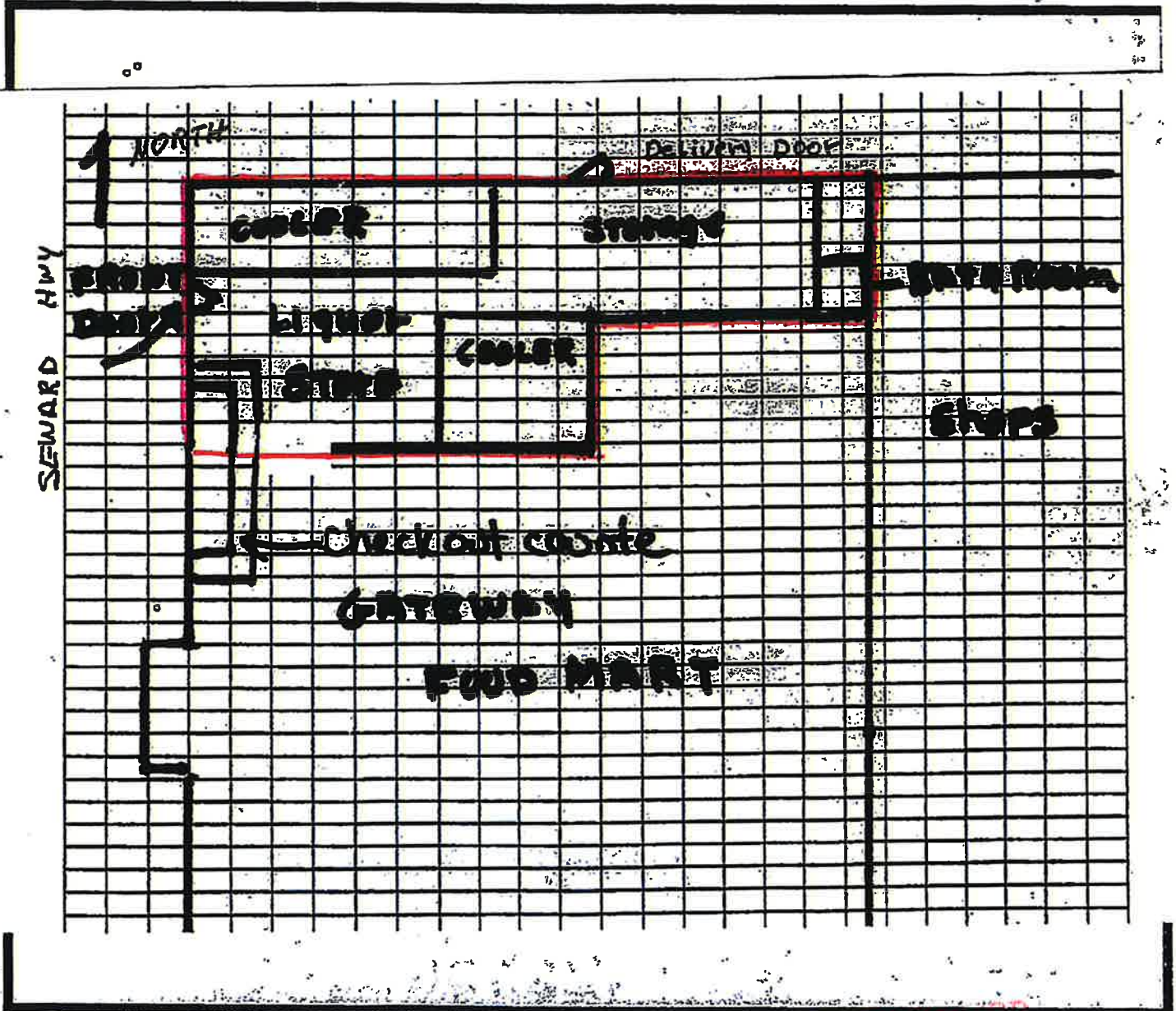
Licensee:	Harbor Gateway, Inc.	License Number:	6283		
License Type:	Package Store				
Doing Business As:	Gateway Liquor & Food Mart				
Premises Address:	308 N Harbor				
City:	Seward	State:	AK	ZIP:	99664

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**Alaska Alcoholic Beverage Control Board**  
**Form AB-02: Premises Diagram**

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



AUG 08 2023



- Best 3 min
- 7 min
- 
- 
- 
- 

Gateway Liquor & Food Mart, 308 N Hart

Seward Elementary School, 600 Sea Lion

Add destination

Options

Send directions to your phone

- via State Hwy 9**  
23 min  
1.2 miles
- via Leirer Rd**  
24 min  
1.2 miles
- via Sea Lion Ave**  
25 min  
1.2 miles

Details

All routes are mostly flat

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AUG 08 2023



1 min



—



9 min



3 min



Liquor & Food Mart, 308 N Hart

Seaman's Mission, 1001 3rd Ave

Destination

Options

Directions to your phone

1 Ave

9 min  
0.4 mile

1 Ave

10 min  
0.5 mile

Mostly flat

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AUG 08 2023

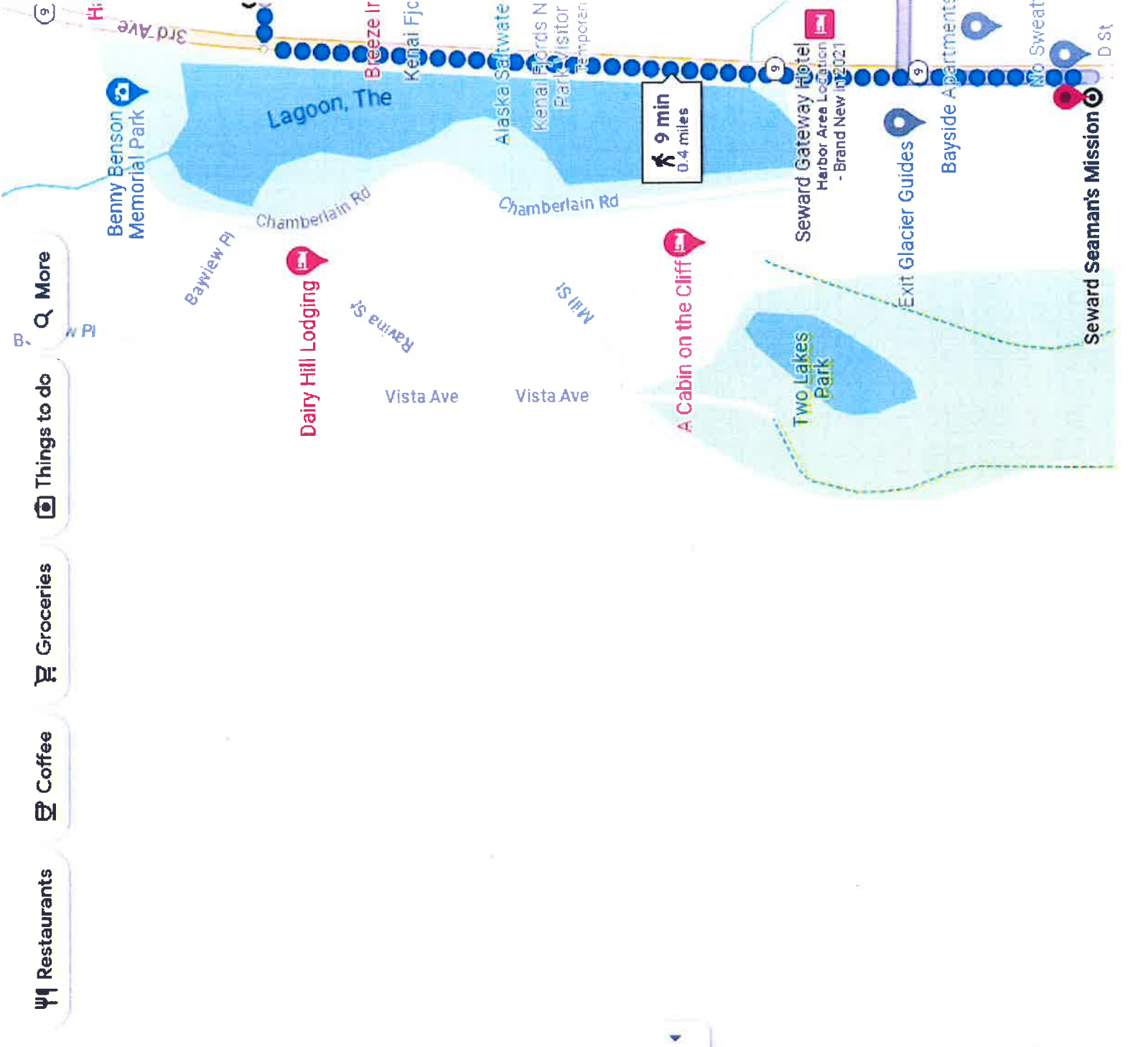
Restaurants

Coffee

Groceries

Things to do

More



# Kenai Peninsula Borough Assembly

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## MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Cindy Ecklund, Assembly Member *CE*

**FROM:** Michele Turner, Borough Clerk *(M.T.)*

**DATE:** February 15, 2024

**SUBJECT:** KPB-5789: Requesting Formal Assembly Protest to the Transfer of Controlling Interest Application filed by Harbor Gateway, Inc. dba Gateway Liquor & Food Mart, License No. 2683, Seward (Ecklund)

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The State's Alcohol & Marijuana Control Office (AMCO) Director Wilson notified KPB Staff that the protest period expired on February 7, 2024. Further, Director Wilson provided notice that the applicant has been authorized to correct the names with the State's Division of Corporations, Business, and Professional Licensing (DCBPL). KPB staff was concerned that the name on the transfer application did not match the information held by DCBPL. That issue has been corrected and Mayor Micciche has stated that the KPB Administration no longer has any reason to dispute or protest issuance of the license. Director Wilson also notified the KPB that AMCO intended to issue the license on February 9, 2024.

The issue of non-objection or protest is now moot. Pursuant to KPB 22.40.040 and KPB 22.40.070, Assembly member Ecklund has provided notice that there will be a motion made during the February 27, 2024 Assembly meeting to remove this item from the table and withdraw it from the agenda.

Your consideration is appreciated.

Introduced by: Mayor  
Date: 02/27/24  
Hearing: 03/19/24  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-36**

**AN ORDINANCE APPROPRIATING \$289,178.64 TO THE ROLLINS WAY ROAD  
IMPROVEMENT ASSESSMENT DISTRICT**

- WHEREAS**, KPB Chapter 14.31 provides authority for creating and financing road improvement assessment districts for improvements to roads in public rights-of-way; and
- WHEREAS**, a petition has been received requesting the formation of a special assessment district for paving improvement for Rollins Way in Anchor Point; and
- WHEREAS**, the Assembly is considering a resolution on March 19, 2024 to form the Rollins Way Road Improvement Assessment District (“RIAD”) and proceed with the improvement; and
- WHEREAS**, KPB 14.31.070(D) requires signatures of the owners of record of more than 60 percent of the parcels within the proposed district sign the petition, and 61.11 percent have signed the petition; and
- WHEREAS**, KPB 14.31.070(D) requires signatures of the owners of record of at least 60 percent in value of the property to be benefited, and 68.41 percent have signed the petition; and
- WHEREAS**, on November 14, 2023, the Road Service Area Board adopted Resolution 2023-007 to fund a 50 percent match of \$144,589.32 from the RIAD Match Fund; and
- WHEREAS**, financing is necessary to complete the administrative requirements of the ordinance and regulations; and
- WHEREAS**, pursuant to KPB 5.10.040(A)(13) the KPB may invest in special assessment districts; and
- WHEREAS**, the estimated total cost of the project of \$289,178.64 less the 50 percent Road Service Area match of \$144,589.32 is to be provided as an investment by the General Fund of \$144,589.32 which will be repaid with interest by assessments on the parcels within the district;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the amount of \$144,589.32 is appropriated from the General Fund fund balance account number 100.27910 to be transferred to account number 845.94912.ROLWA.49999 for the Rollins Way Road Improvement Special Assessment.

**SECTION 2.** That the special assessment fund shall repay to the General Fund the full amount invested by the General Fund with interest though payments made on the special assessments levied.

**SECTION 3.** That the amount of \$144,589.32 is appropriated from the Road Service Area Operating Fund fund balance account number 236.27910 to be transferred to the Road Service Area RIAD Match Fund account 238.33950.ROLWA.50845 to be transferred to the Rollins Way Special Assessment Fund account number 845.94912.ROLWA.49999.

**SECTION 4.** That the appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 5.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2024.**

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Brent Johnson, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Nolan Scarlett, Property Tax & Collections Manager *NS*

**DATE:** February 15, 2024

**RE:** Ordinance 2023-19-36, Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)

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A petition has been received requesting the formation of a special assessment district for the Rollins Way Road Improvement Assessment District (RIAD), located in Anchor Point. The petition is the first step of the process. A resolution is scheduled to be heard at the March 19, 2024 assembly meeting to authorize the formation of the Rollins Way RIAD.

The second step in the process is this ordinance that will appropriate the necessary funds should the assembly approve the project with adoption of the resolution to form the RIAD and proceed with the improvement. The third and final step of the process will be an ordinance of assessment following the completion of the project.

KPB 14.31.070(D) requires the petition to contain signatures of the owners of record of at least 60% of the total number of parcels and owners of record of at least 60% in value of the property to be benefited within the proposed district in order to be considered by the assembly for formation. Owners of record of 61.11% of the parcels and owners of record of 68.41% in value of the property to be benefited within this proposed RIAD have signed the petition.

The total cost of the Rollins Way RIAD is estimated to be \$289,178.64. This ordinance appropriates \$289,178.64 to the assessment fund with 50% or \$144,589.32 provided as an interfund loan from the KPB General Fund and a 50% or \$144,589.32 match from the Road Service Area RIAD Match Fund.

On November 14, 2023, the Road Service Area board adopted Resolution 2023-007 to fund the 50% match. The loan will be repaid through assessments levied on property located within the RIAD which may be paid in ten annual installments. Billings will include an interest charge equal to the published prime rate in effect at the time of the loan plus 2%. The prime rate is currently 8.5%. If it remains unchanged through project completion, residents of the RIAD will be charged an interest rate of 10.5% (8.5% + 2%). This is the same formula used to determine the rate of interest on the interfund loans used to finance other USAD and RIAD projects. Early payments can be made without penalty.



February 15, 2024


Page -2-

Re: Ordinance 2023-19-

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If for any reason the RIAD is not formed, the loan will not be made and the General Fund will absorb any administrative costs that exceed the \$1,000 filing fee received with the petition.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.27910</u>
Amount:	<u>\$144,589.32</u>
Acct. No.	<u>236.27910</u>
Amount	<u>\$144,589.32</u>
By:	
Date:	<u>2/13/2024</u>

2/14/2024

RECEIVED  
FEB 22 2024

OFFICE OF THE BOROUGH CLERK  
KENAI PENINSULA BOROUGH

To whom it may concern,

I am writing to you concerning the RIAD for Rollins Way in Sterling Acres located in Anchor Point Ak.

I am opposed to this project for several reasons. One reason is this proposed project was never discussed with myself or brought to my attention until I received a notice in the mail that a meeting concerning this RIAD was to be held on Nov. 14 2023. I received the notice on Nov. 13 2024 much to late to comprehend the proposal and much to late to arrange a flight there to be at the meeting in person. I did attend the zoom meeting on Nov.14 2023 to voice my opposition. I do not believe this proposal is needed or warranted. As this project seems to be taking road frontage from those of us that own frontage on Rollins Way and we have to pay for that? Losing frontage and taxes go up to support it? I have been to my home there in January, February and March and I have not seen any major issues concerning Rollins Way. I also spend from May until September there as well and yes, the road has pot holes etc. but it is not in any way undriveable at all. There is a HOA in place for Sterling Acres that outlines upkeep of Rollins Way and yet again I personally have never been contacted about any of this and I have owned my property for 6 years now.

I believe this entire RIAD project has been presented wrong and could have been discussed with all affected neighbors with better information from the two sponsors of this RIAD before becoming reality and a huge financial burden to myself and others. More clear and open communication should have been presented from the beginning thoughts of this project and clearly there was not.

I urge the board to table this RIAD stick it on the wall until further information can be made available and shared to ALL the affected property owners concerning other options.

Respectfully

John Krisher



2/14/2024

PO Box 460

Putney Vermont

69675 Rollins Way Anchor Point Ak

[john.krisher@gmail.com](mailto:john.krisher@gmail.com)

802-380-8141

Introduced by: Mayor  
Date: 02/27/24  
Hearing: 03/19/24  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-37**

**AN ORDINANCE APPROPRIATING \$42,562 TO THE SPECIAL ASSESSMENT FUND  
FOR THE JUBILEE STREET UTILITY SPECIAL ASSESSMENT DISTRICT**

**WHEREAS**, KPB 5.35 provides authority for creating and financing utility special assessment districts for utility line extension; and

**WHEREAS**, a petition has been received requesting the formation of a special assessment district in the Kalifornsky area for construction of a natural gas mainline; and

**WHEREAS**, the Assembly is considering a resolution on March 19, 2024 to form the Jubilee Street Utility Special Assessment District (“USAD”) and proceed with the improvement; and

**WHEREAS**, financing is necessary to complete the administrative requirements of the ordinance and regulations; and

**WHEREAS**, pursuant to KPB 5.10.040(A)(13), the Kenai Peninsula Borough may invest in special assessment districts; and

**WHEREAS**, the estimated total cost of the project of \$42,562 is to be provided as an investment by the General Fund which will be repaid with interest by assessments on the parcels within the USAD;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the amount of \$42,562 is authorized to be advanced to the assessment fund from the General Fund fund balance and appropriated into account 846.94912.JUBIL.49999 for the Jubilee Street Utility Natural Gas Line project.

**SECTION 2.** That the special assessment fund will repay the full amount with interest to the General Fund through payments made on the special assessments levied.

**SECTION 3.** That the appropriations made in this ordinance are of project length nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 4.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \* 2024.**

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Brent Johnson, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Nolan Scarlett, Property Tax & Collections Manager *NS*

**DATE:** February 15, 2024

**RE:** Ordinance 2023-19-37, Appropriating \$42,562 to the Special Assessment Fund for the Jubilee Street Utility Special Assessment District (Mayor)

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A petition has been received requesting the formation of a utility special assessment district (“USAD”) for installing a natural gas mainline improvement in the Kalifornsky area. This petition is the first step of the process. A resolution is scheduled to be heard at the March 19, 2024 assembly meeting to authorize the formation of the Jubilee Street USAD.

The second step in the process is this ordinance that will appropriate the necessary funds should the assembly approve the project with adoption of the resolution to form the USAD and proceed with the improvement. The third and final step of the process will be an ordinance of assessment following the completion of the project.

KPB 14.31.070(D) requires the petition to contain signatures of the owners of record of at least 60% of the total number of parcels subject to assessment and owners of record of at least 60% in value of the property to be benefited in order to be considered by the assembly for formation. Owners of record of 60% of the parcels and owners of record of 70.12% in value of the property to be benefited within this proposed USAD have signed the petition.

The total cost of the Jubilee Street USAD is estimated to be \$42,562. The loan will be repaid through assessments levied on property located within the USAD which may be paid in ten annual installments. Billings will include an interest charge equal to the published prime rate in effect at the time of the loan plus 2.00%. The prime rate is currently 8.5%. If it remains unchanged through project completion, residents of the USAD will be charged an interest rate of 10.5% (8.5% + 2.00%). This is the same formula used to determine the rate of interest to finance the other USAD projects. Early payments can be made without penalty.

If for any reason the USAD is not formed, the loan will not be made and the General Fund will absorb any administrative costs that exceed the \$1,000 filing fee received with the petition.

Your consideration is appreciated.

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>100.27910</u>
Am	<u>562.00</u>
By: <i>CJ</i>	Date: <u>2/13/2024</u>

Introduced by: Mayor  
Date: 02/27/24  
Hearing: 03/19/24  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-38**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$1,365,000  
FOR THE DEEP CREEK FISH PASSAGE PROJECT,  
A PARTNERSHIP BETWEEN THE KENAI PENINSULA BOROUGH AND THE  
U.S. FISH & WILDLIFE SERVICE**

**WHEREAS,** the Kenai Peninsula Borough (“KPB”) and the U.S. Fish & Wildlife Service entered into a partnership that will result in planning, conceptual designs, and construction improving fish passage restoration in the Deep Creek Watershed (“Project”) within the KPB Road Service Area (“RSA”); and

**WHEREAS,** the KPB received a Notice of Award from U.S. Fish and Wildlife Service for \$1,365,000 of National Fish Passage Project funds; and

**WHEREAS,** Ordinance 2023-19-31 authorized \$50,000 toward the project, these funds will provide for the non-federal cash match requirement to be used for Project management and travel costs; and

**WHEREAS,** there is a need for repair and replacement of fish passages throughout the KPB, and this Project will supplement the planning, designing, and construction (as funding allows) to replace two culverts on Oilwell Road;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI  
PENINSULA BOROUGH:**

**SECTION 1.** The Mayor is hereby authorized to execute grant agreements and any other documents deemed necessary to expend the funds and to fulfill the intents and purposes of this ordinance.

**SECTION 2.** That the amount of \$1,365,000.00 received from the U.S. Fish & Wildlife, through the Fish and Wildlife Coordination Act Cooperation of Agencies (16 U.S.C 661) be appropriated to account 236.33950.24PAS.49999 for the Deep Creek Fish Passage Project.

**SECTION 3.** That the non-federal cash match will be provided through previously appropriated funds in the Road Service Area Operating Fund.

**SECTION 4.** That appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 5.** That this ordinance is retroactively effective to February 1, 2024.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \* 2024.**

\_\_\_\_\_  
Brent Johnson, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:



# Kenai Peninsula Borough Grants Administration

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## MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*  
Scott Griebel, Roads Director *SG*

**FROM:** Elizabeth Hardie, Grants Administrator & Community Liaison *EH*

**DATE:** February 15, 2024

**RE:** Ordinance 2023-19-38, Accepting and Appropriating \$1,365,000 for the Deep Creek Fish Passage Project, a Partnership between the Kenai Peninsula Borough and the U.S. Fish & Wildlife Service (Mayor)

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The Kenai Peninsula Borough (KPB) and the U.S. Fish & Wildlife Service entered into a partnership that will result in planning, conceptual designs, and construction (as funding allows) to provide fish passage restoration in the Deep Creek Watershed (“Project”) within the KPB Road Service Area (RSA). The purpose is to plan, design, and provide construction (as funding allows) to replace two culverts identified on Oilwell Road (20300894 and 20300899).

The Project provides \$1,365,000 of federal funds and \$50,000 in non-federal cash match from previously appropriated RSA operating funds toward Project management and related travel costs.

This Project addresses identified needed fish passage improvements that are within the RSA, and has the potential to provide funding for further opportunities in the future for identified needs.

<b>FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED</b>	
<b>Account:</b>	<u>236.33950.24PAS.49999</u>
<b>Amount:</b>	\$ 50,000
<b>By:</b>	<i>CEJ</i>
<b>Date:</b>	<u>2/13/2024</u>

Introduced by: Mayor  
Date: 01/02/24  
Hearing: 01/16/24  
Action: Enacted  
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-31**

**AN ORDINANCE APPROPRIATING \$50,000 AS A CASH CONTRIBUTION FOR THE  
DEEP CREEK FISH PASSAGE PROJECT APPLICATION, A PARTNERSHIP  
BETWEEN THE KENAI PENINSULA BOROUGH AND THE U.S. FISH AND  
WILDLIFE SERVICE**

**WHEREAS,** the Kenai Peninsula Borough (“Borough”) and the U.S. Fish & Wildlife Service have identified fish passage culverts to be mitigated on Oilwell Road within the Road Service Area; and

**WHEREAS,** the Infrastructure Investment Jobs Act of 2021 provided \$200 million to the U.S. Fish and Wildlife Service, National Fish Passage Program (“NFPP”) to support mitigation projects that improve fish passage; and

**WHEREAS,** the Borough and the U.S. Fish & Wildlife Service (“FWS”) intend to submit a cooperative agreement application that will result in planning, conceptual designs, and construction improving fish passage restoration in the Deep Creek Watershed (“Project”); and

**WHEREAS,** the project provides \$1,365,000 of NFPP funds toward the Project phase one design and engineering as well as supplemental funding to construct one of the two culvert designs; and

**WHEREAS,** funding for Project management may be used as a non-federal cash contribution to increase the application scoring process, which is available in the Roads Service Area fund balance; and

**WHEREAS,** upon successful award of the grant, a separate ordinance will be provided that appropriates the grant funds; and

**WHEREAS,** at its regularly scheduled meeting held on January 9, 2024 the Road Service Area board recommended approval;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** The Mayor is hereby authorized to allocate local funds as a demonstration of contribution under the U.S. Fish & Wildlife, National Fish Passage Program application and to execute the application, agreement, and any necessary amendments or other documents deemed necessary to expend the funds and to fulfill the intents and purposes of this ordinance.

**SECTION 2.** The amount of \$50,000 in local funds will be appropriated from the Road Service Area Operating Fund, fund balance to account 236.33950.24PAS.49999 for Project management costs associated with the overall Project.

**SECTION 3.** The grant funds and cooperative agreement will be approved and appropriated by ordinance upon award notification from the U.S Fish & Wildlife Service.

**SECTION 4.** That appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 5.** This ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JANUARY, 2024.**

*Brent Johnson*

Brent Johnson, Assembly President

ATTEST:

*Michele Turner*

Michele Turner, CMC, Borough Clerk



Yes: Cooper, Cox, Ecklund, Elam, Hibbert, Ribbens, Tunseth, Tupper, Johnson

No: None

Absent: None

# Kenai Peninsula Borough

Road Service Area Board Packet

February 13, 2024

7:00 PM



**Via Zoom Conference Call**

**Phone in #1-888-788-0099 or 1-877-853-5247**

**Computer Login: <https://us06web.zoom.us/j/85802322243>**

**Meeting ID#: 858 0232 2243**

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL & ESTABLISHMENT  
OF QUORUM**
- D. APPROVAL OF AGENDA**
- E. APPROVAL OF MINUTES**

**Griebel:** The Deville RIAD project is approximately 70,529 linear feet, Country Woods has just over 1000 linear feet and Ten Mar Avenue is approximately 3966 linear feet. The total of the project would be 12,578 linear feet. The RIAD is for pavement improvement on those three named roads. The RIAD sponsor is Nikolina Chumley. All three roadways are currently under KPB road maintenance. The project meets the RIAD match KPB code 1430 1055 B, namely, the pavement projects for existing roads that have been certified for borough maintenance. There are 57 benefitted parcels and a single tax delinquency, designating a percentage of tax delinquency in the project area of 1.75%. There is a section on Deville that goes through a former ADL section, ADL 22 7940, which was transferred from the Alaska DNR to the KPB in 2004. This section happens to go across the parcel owned by the Kenai Peninsula borough. Therefore, even though it's not dedicated right away, there is an easement section that's a full 60 feet so therefore would qualify.

**Roll Call Vote Approve Staff Report and Engineers Estimate for Deville Road RIAD**

**Yes:** Wall, Hartline, Thomas, Covey, Holsten

**Absent:** Fraley, Shafer

**No:** 0

**Motion Passes:** 5 Yes, 0 No, 2 Absent

**H.2. Memo & Ordinance 2023-19-XX Appropriating \$50,000 as a Cash Contribution for the Deep Creek Fish Passage Project Application, a Partnership between the Kenai Peninsula Borough and the U.S. Fish & Wildlife Service (Mayor) (1:01:25)**

Discussion: Wall opened the discussion to members of the public regarding Memo & Ordinance 2023-19-XX. Seeing none, Griebel gave an overview of the Ordinance.

**Griebel:** The borough has been named as the recipient of a cooperative project between the Fish & Wildlife Service for grant funds to \$13 million for the replacement of two fish pass culverts located on Oilwell Road in W5. The grant has a match stipulation of 50,000. Through discussion with the agencies involved, decided that the best way for the department to contribute to that match would be to allocate \$50,000 to get the project management piece started, and that contribution would go towards somewhat of a contribution without the confusion of having to invoice against the account. The RSA feels we have a much more streamlined start for the project. The huge caveat here is it is \$1.3 million for \$50,000 which is a fairly good contribution amount for that much money, and it is a good project.

Sometime around the early 2000s, the road was lost. The culverts that are in place were put in have been stable. However, the outfall of the culvert is raised from the creek bed, and fish are not able to pass through and this project would resolve that along with a 100-year design flood provisions. The motion before the board is for consideration to approve as an advisory vote for the \$50,000 contribution. The item was introduced to the Assembly last week. Before the Assembly votes at the next meeting, I'm sure they would be interested to know what the RSA Board thinks of the project contribution and report.

**Roll Call Vote to Approve Ordinance 2023-19-XX**

**Yes:** Hartline, Thomas, Holsten, Wall, Covey

**Absent:** Shafer, Fraley

**No:** 0

**Motion Passes:** 5 Yes, 0 No, 2 Absent

I. **OTHER ITEMS: None**

J. **BOARD & STAFF COMMENTS: (1:09:09)**

1. DATE ISSUED MM/DD/YYYY 02/07/2024

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.685 - National Fish Passage

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. F24AC00606-00  
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN F24AC00606

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY  
From 02/01/2024 Through 06/30/2027

7. BUDGET PERIOD MM/DD/YYYY  
From 02/01/2024 Through 06/30/2027

**NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)  
Fish and Wildlife Coordination Act—Cooperation of agencies (16 U.S.C. §661)

8. TITLE OF PROJECT (OR PROGRAM)  
Deep Creek Fish Passage Projects

9a. GRANTEE NAME AND ADDRESS  
KENAI PENINSULA BOROUGH  
144 N Binkley St  
Soldotna, AK, 99669-7520

9b. GRANTEE PROJECT DIRECTOR  
Brenda Ahlberg  
144 N Binkley St  
Soldotna, AK, 99669-7520  
Phone: 907-714-2153

10a. GRANTEE AUTHORIZING OFFICIAL  
Elizabeth Hardie  
144 N Binkley St  
Soldotna, AK, 99669-7520  
Phone: 907-714-2153

10b. FEDERAL PROJECT OFFICER  
Kyle Graham  
43655 Kalifornsky Beach Rd  
Soldotna, AK, 99669-8296  
Phone: 19072629863

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 1,365,000.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
a. Salaries and Wages	\$	50,000.00		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00			
b. Fringe Benefits	\$	0.00		<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b> \$ 1,365,000.00			
c. Total Personnel Costs	\$	50,000.00		<b>13. Total Federal Funds Awarded to Date for Project Period</b> \$ 1,365,000.00			
d. Equipment	\$	0.00		<b>14. RECOMMENDED FUTURE SUPPORT</b> (Subject to the availability of funds and satisfactory progress of the project):			
e. Supplies	\$	0.00		YEAR TOTAL DIRECT COSTS		YEAR TOTAL DIRECT COSTS	
f. Travel	\$	10,000.00		a. 2 \$		d. 5 \$	
g. Construction	\$	1,235,000.00		b. 3 \$		e. 6 \$	
h. Other	\$	0.00		c. 4 \$		f. 7 \$	
i. Contractual	\$	120,000.00		<b>15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b>			
j. TOTAL DIRECT COSTS	\$	1,415,000.00		a. DEDUCTION			
k. INDIRECT COSTS	\$	0.00		b. ADDITIONAL COSTS			
<b>I. TOTAL APPROVED BUDGET</b>	\$	1,415,000.00		c. MATCHING			
m. Federal Share	\$	1,365,000.00		d. OTHER RESEARCH (Add / Deduct Option)			
n. Non-Federal Share	\$	50,000.00		e. OTHER (See REMARKS)			
<b>REMARKS</b> (Other Terms and Conditions Attached - <input checked="" type="radio"/> Yes <input type="radio"/> No)				<b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b>			
15e. No Program Income.				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

**e**

**GRANTS MANAGEMENT OFFICIAL:**  
Sara Williams, GRANTS MANAGEMENT SPECIALIST  
5275 Leesburg Pike  
Falls Church, VA, 22041  
Phone: 505-553-5392

17. VENDOR CODE	0070148255	18a. UEI	LFJ1BSEYK6H3	18b. DUNS	071845168	19. CONG. DIST.	00
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051044530-00010	\$1,365,000.00	02/01/2024	06/30/2027	1611	DEEP CREEK FISH PASSAGE	



January 9, 2024

Kenai Peninsula Borough

VIA Email: micheletturner@kpb.us; tward@kpb.us; mjenkins@kpb.us; nscarlett@kpb.us; mboehmler@kpb.us; rraidmae@kpb.us; slopez@kpb.us; bcarter@kpb.us; mquainton@kpb.us

<b>License Number:</b>	34856
<b>License Type:</b>	Retail Marijuana Store
<b>Licensee:</b>	The Tufted Puffin LLC
<b>Doing Business As:</b>	The Tufted Puffin
<b>Physical Address:</b>	48380 Sterling Highway Soldotna, AK 99669
<b>Designated Licensee:</b>	Jennifer Wells
<b>Phone Number:</b>	907-224-2222
<b>Email Address:</b>	<a href="mailto:tuftedpuffinllc@gmail.com">tuftedpuffinllc@gmail.com</a>

**New Application**       **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

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

This application will be in front of the Marijuana Control Board at our January 31- February 1, 2024, meeting.

Sincerely,

Joan Wilson, Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)







Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

### Why is this form needed?

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 Anchorage 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:	Tufted Puffin LLC	License Number:	34856		
License Type:	Retail Marijuana Store				
Doing Business As:	The Tufted Puffin				
Premises Address:	48380 Sterling Highway				
City:	Soldotna	State:	Alaska	ZIP:	99669

## Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jennifer Wells
Title:	Member, Manager

## 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?

The Tufted Puffin - Retail Marijuana Store - License 17758, Tufted Plumes - Standard Marijuana Cultivation Facility - License 30921 Tufted Puffin Manufacturing LLC - Marijuana Product Manufacturing Facility - License 30651
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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.

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

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

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

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

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

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

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

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

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

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



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:**

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Jennifer Wells

Printed name of licensee

  
Signature of licensee



Alaska Marijuana Control Board

**Form MJ-00: Application Certifications**

**Why is this form needed?**

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 Anchorage 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:	Tufted Puffin LLC	License Number:	34856		
License Type:	Retail Marijuana Store				
Doing Business As:	The Tufted Puffin				
Premises Address:	48380 Sterling Highway				
City:	Soldotna	State:	Alaska	ZIP:	99669

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	Randy Wells
Title:	Manager, 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?

The Tufted Puffin - Retail Marijuana Store - License 17758,  
 Tufted Plumes - Standard Marijuana Cultivation Facility - License 30921  
 Tufted Puffin Manufacturing LLC - Marijuana Product Manufacturing Facility - License 30651



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.

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

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

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

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

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

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

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

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

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

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



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:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



Randy Wells

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

## Why is this form needed?

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.

<b>Licensee:</b>	Tufted Puffin LLC	<b>MJ License #:</b>	34856		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	The Tufted Puffin				
<b>Premises Address:</b>	48380 Sterling Highway				
<b>City:</b>	Soldotna	<b>State:</b>	Alaska	<b>ZIP:</b>	99669
<b>Mailing Address:</b>	PO Box 1934				
<b>City:</b>	Seward	<b>State:</b>	Alaska	<b>ZIP:</b>	99664
<b>Designated Licensee:</b>	Jennifer Wells				
<b>Main Phone:</b>	907-224-2222	<b>Cell Phone:</b>	907-802-1162		
<b>Email:</b>	tuftedpuffinllc@gmail.com				





# 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 Tufted Puffin will prominently display a sign at/on each entry door to the business which states "NO ONE UNDER THE AGE OF 21 IS ALLOWED." The sign will not be less than 12 inches wide, with letters at least 1/2 inch in height in high contrast to the background of the sign in accordance with 3 AAC 306.325.

When a customer enters The Tufted Puffin, they will be greeted by a trained staff member who will check and verify the validity of each customer's government issued photo identification. Once ID verification is confirmed, customers will then be allowed to browse the retail store. Once on the retail sales floor, a budtender will assist the customer to complete a retail sales transaction under the legal sale limit. After the transaction is completed, and the purchase is bagged/packaged in an opaque, child-resistant exit bag, the customer will be shown the exit door to the store. Any customer that does not comply by leaving the premises immediately upon completion of their retail purchase will be trespassed and law enforcement will be contacted.

The facility will also be equipped with motion-activated security cameras 24/7 with 40 days of storage backup on site to ensure no minors gain access to any portion of the licensed premises. There will also be commercial grade locks on all exterior doors and windows as well as interior and exterior motion detectors. Staff will walk the perimeter of the premises at unscheduled intervals throughout the day to ensure there are no persons under the age of 21 attempt to gain access to any portion of the licensed premises at any time.

## 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:**

The Tufted Puffin will be equipped with a 24 hour monitoring alarm system, exterior lighting, and video surveillance and motion detectors on all doors and windows. Locks on the exterior of the building will be commercial grade and will include keypad access. There will be one customer entrance/exit to better manage ingress and egress. The restricted access area will be located behind the retail sales counter that will allow for employees to access the rest of the facility. At least one employee will be present behind the point of sale/display counter at all times, ensuring customers do not enter the restricted access area behind the counter. The entrance to the restricted access area behind the counter will have prominent signage stating "Restricted Access Area" and "Visitors Must Be Escorted." The door to the office will remain closed and locked at all times. Security cameras will be installed throughout the retail store that allow for monitoring of all areas 24 hours each day including, at a minimum, all entrances and exits, restricted access areas, all windows, every portion of the office, the point of sale area and the exterior of the building to monitor and identify all activity adjacent to the facility.

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

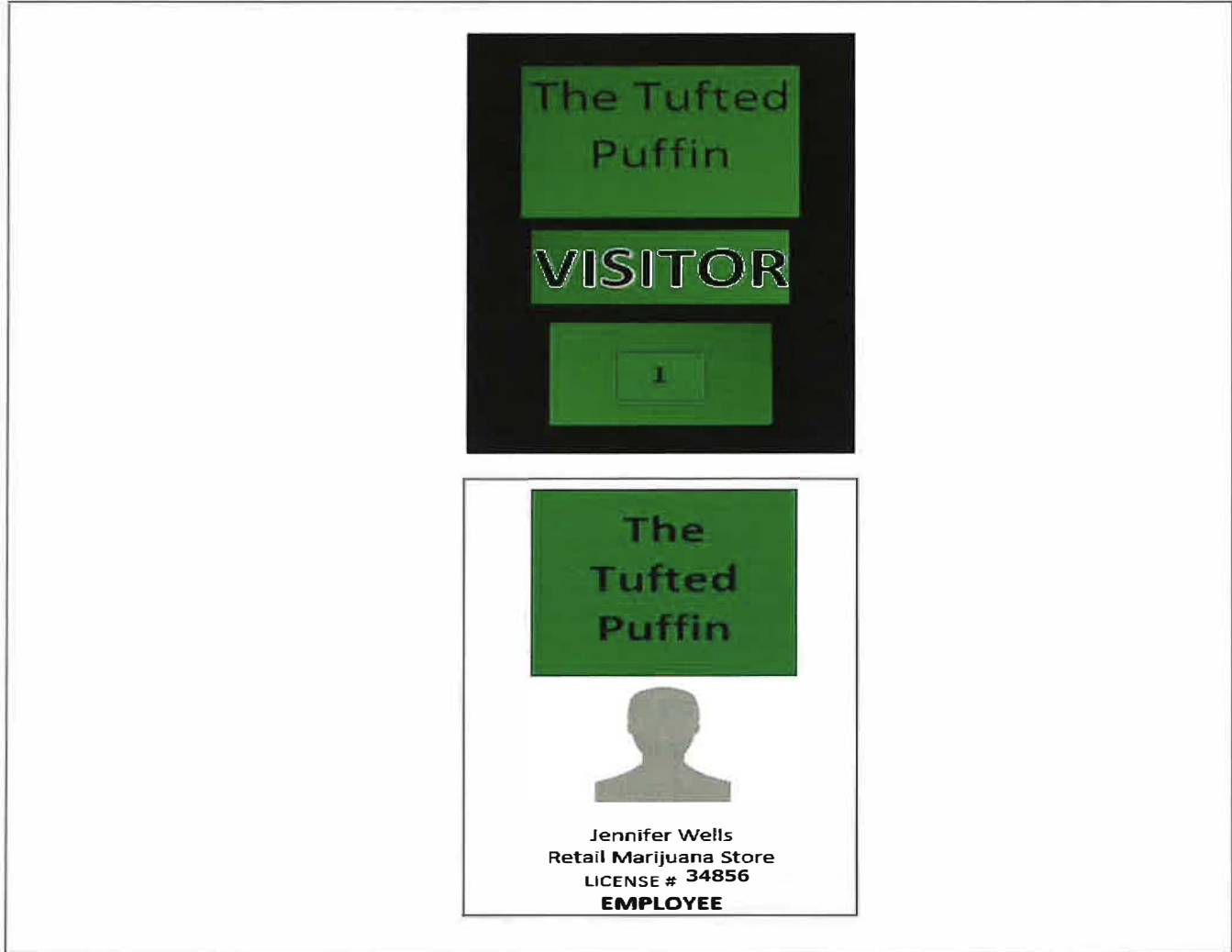
The Tufted Puffin will ensure that each visitor is pre-scheduled by a licensee or an employee/manager to access any restricted access area, with the exception of AMCO and duly authorized law enforcement agents. Each visitor will sign into the visitor's log indicating their name, the date, time in and time out of the restricted access area, and purpose of the visit (if deemed necessary).

All visitors will be required to sign in, and to provide valid, government issued, photo identification. Each visitor will be issued a visitor badge (which is visually different than the staff ID badge) and will be instructed to clearly display it on their person at all times while in the restricted access area, and return the badge upon exit. At this time, the employee/manager or licensee will brief the visitor on the company's policies regarding safety, regulatory compliance and any other pertinent information the visitor should be aware of while inside the restricted access areas of the retail store. A designated employee, manager, or licensee will escort and actively supervise the visitor(s) during the entire visit. At no time will there be more than five (5) visitors per supervising employee, manager or licensee. Once the visit has concluded, all visitors will be required to exit the premises and return their visitor badges. The visitors log will be kept and stored on-site as an official business record. The escorting employee/manager or licensee will record all information related to the visitor's presence if there is any reportable activity or behavior during the visit. The visitor log will be stored as an official business record.



# 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:



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

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

The Tufted Puffin will ensure that adequate exterior lighting is installed throughout the property and will be sufficient to facilitate video surveillance. Commercial-grade LED lights with 2700 lumen or more will be used in all exterior light fixtures as well as motion detection sensors. A licensee or manager will ensure light fixtures are installed in such a way to keep the exterior of the premises, signs and doors well-lit and to allow surveillance cameras to clearly record individuals that are within twenty (20) feet from the entrance. Exterior lighting, as well as video surveillance recordings and cameras will be inspected frequently by a licensee or manager to ensure that each light is functioning and there is sufficient lighting for surveillance. Additional lighting will be installed as/if needed.



# 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:**

The Tufted Puffin will contract with a third party security company who will install the alarm system and panic buttons, maintain the equipment, test the devices and continuously monitor the facility to ensure the safety of the property and to detect unauthorized activity. The alarm system will be set up to monitor for intrusions with motion detectors in all areas of the building during closed hours. A licensee or manager will be educated on the alarm system and panic buttons by the third party company. The Tufted Puffin will train all employees on the alarm system's functions such as arming and disarming the alarm, panic buttons, police response and proper use of the system. Troubleshooting any issues will remain the responsibility of a licensee or manager. Each morning, the first employee to arrive at the store will disable the overnight alarm system and check the surveillance cameras and recordings to ensure the system is functioning as expected. The last employee to leave the store in the evening will activate the overnight devices and sensors, and lock all doors that are not self-locking. Sensors will be installed and maintained on all potential entry points, including all doors and windows, to monitor for motion, intrusion, or activity when the alarm system is activated. The alarm system will be active at all times the store is closed, and any attempted intrusion will initiate an immediate and electronic notification to the off-site security center and to the licensees and/or manager's cell phones. In the event of an unauthorized breach, a licensee or manager will direct all persons in the retail store to vacate immediately and await law enforcement. The Tufted Puffin will comply with all law enforcement directives. When deemed safe to do so, a licensee and manager will enter the retail store and inspect for damages and/or missing property. 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 establishment's 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, a licensee will notify AMCO and AMCO Enforcement, electronically, within 24 hours.

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

All areas of the licensed premises where marijuana or marijuana products are stocked for sale or dispensed for sale and storage/inventory areas will be designated as restricted access areas and will be under 24/7 video surveillance. Access to restricted access areas will be granted only to specific personnel. These secured, surveilled areas will have video back up for all video footage and will be stored for a minimum of forty (40) days. When the business is open, all products will be on display in specific areas, unreachable to customers. Cameras will be visible and provide a full view of the room, including the entryway, point of sale counter and marijuana storage areas. Security monitors and video recording equipment will be located in the facility office. Mandatory inventory counts will be taken weekly or as needed and stored as official business records. Additionally, the licensees or manager will perform internal audits by reconciling the inventory on hand with the recorded data in Metrc to ensure they match. (CONTINUED ON PAGE 11)

**3.7. Describe your policies and procedures for preventing loitering:**

The Tufted Puffin will have signs on the exterior of the store and around the property that states "No Loitering". Employees will do frequent, but not scheduled, checks around the retail store and the property. If anyone is found to be loitering, they will be asked to leave. If said person does not comply, the local Police Department or Alaska State Troopers will be contacted. AMCO enforcement will be notified electronically in any event that law enforcement is contacted.

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.**





# 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.**

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

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

**3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).**

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

To record every aspect of the retail establishment, both inside and out, from various angles and at a height that will allow a clear, unobstructed view, The Tufted Puffin will utilize many cameras. To avoid any obstruction from fixtures, posts, show cases, or other equipment, cameras will be properly positioned to provide a clear, unobstructed view. The facial image of anyone within the building and within twenty (20) feet of any facility entrance will be captured by each security camera's placement. Any entrance door will have cameras that can clearly see who is inside by their faces. There will be 24/7 video monitoring of all external doors and restricted access locations, capturing every individual entering or leaving the building. To enable surveillance of all activities on either side of the structure, cameras will be mounted in all of the outside corners of the area. There will also be camera surveillance of the entrance and parking area. The licensees and the manager will be able to remotely watch security camera footage to view operations from any location. The electronic monitoring system will have a failure notification system installed to deliver auditory and visual alerts in the event of a malfunction. All video cameras and recording devices will operate on emergency power and a battery backup system during a power loss to ensure uninterrupted functioning for at least one (1) hour.

**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 facility office with backups on site. The office will be accessible only by the licensees and the manager, and any authorized AMCO agents or law enforcement. The office will have a security door, locked at all times. The door will be equipped with a commercial grade lock with keys that are marked "do not duplicate" and a spring loaded hinge. The licensees and manager will have remote access to surveillance recordings to monitor the operations virtually. The security system will be password protected to prevent any data tampering, and recorded data will be stored for a minimum of forty (40) days as an official business record. All surveillance footage will be accessible for upload to a separate hard drive in the event that it must be stored longer for criminal, civil, or administrative investigations. 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, AMCO Enforcement and local 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.

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 business records, including operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, manifests, and communications and marketing documents, will be stored on-site in the office, and backed up every six to twelve (6-12) months on an off-site external hard drive to protect from loss and destruction and to allow ownership and designated authorities access at any time. Paper business records will be kept in the facility office in a locked cabinet that is accessible only to the licensees and manager. Facility records will be managed by authorized agents in accordance with standard retention policies to ensure that business records are stored in a consistent and searchable manner.

Every six (6) months the company will do a manual back up to an external hard drive.

The Tufted Puffin does not intend to destroy electronic records. Hard copies of documents will be kept for a minimum of five (5) years, after which documents may be destroyed.



# 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):

The Tufted Puffin's training and evaluations are specific to each staff members' position within the company. Training will include, but is not limited to: marijuana industry topics, customer care, food handling, safety precautions and procedures, legal issues, as well as state, local and federal regulations. Training will take place throughout the year, as well as when topics arise that need further explanation. A licensee or manager will personally present or arrange training and education to employees. Within the probationary period, all new employees will be required to meet with the general manager to learn the company's business approach and to adopt the standard of service. Educational packets may be provided to each retail employee to be read and reviewed. The educational packets will also include safety procedures that specifically address the facility's security measures and controls for the prevention of diversion, theft, and loss of marijuana such as emergency response procedures and state and federal statutes regarding confidentiality.  
(CONTINUED ON PAGE 11)



# 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.  *JUL*

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.  *JUL*

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.  *JUL*

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).  *JUL*

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:

In the event that The Tufted Puffin transports any marijuana or marijuana product from the retail store, a trip manifest will be printed from Metrc to accompany the shipment. A copy of the trip manifest will also be maintained on the licensed premises as a business record. Any marijuana or marijuana product to be transported will be placed within a sealed package or container up to ten (10) pounds and then into a secured storage compartment within the transport vehicle or in the bed of a truck. Any individuals involved in the transport will have a valid, marijuana handler permit and be trained to travel directly to the destination without any unnecessary stops and without opening packages of marijuana or marijuana product.

(CONTINUED ON PAGE 11)



# 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.

*pu*

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.

*pu*

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.

*pu*

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.

*pu*

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.

*pu*

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.

*pu*

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

*pu*

## 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):

The Tufted Puffin Retail location may have up to three signs outside the retail store. Two of the signs will be affixed to the building and one may be free-standing. Signs will read "The Tufted Puffin"-Located on top & "A Recreational Dispensary"-located on the bottom. All signs will comply with AMCO and Borough regulations/ordinances.







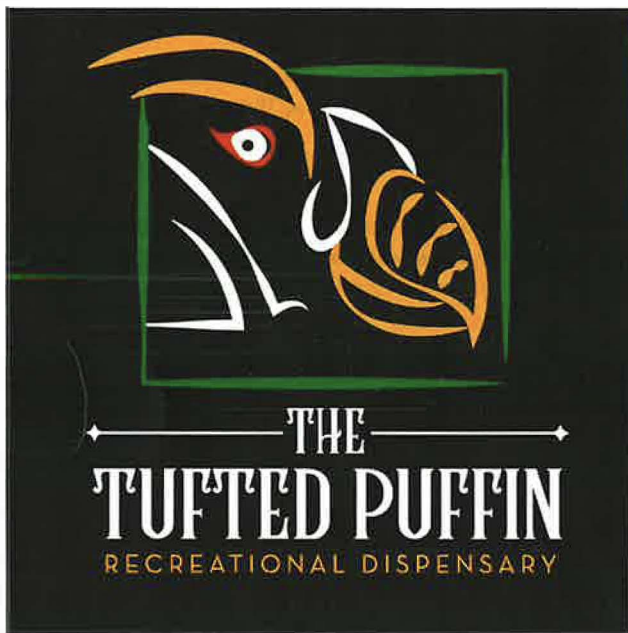
# Form MJ-01: Marijuana Establishment Operating Plan

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

The Tufted Puffin plans to utilize the following medium types when distributing advertisements:

- Newspaper ads
- Magazine ads
- Social media to feature specific strains
- Direct text messages (that require consent and an opt out feature)
- Sponsorships such as sporting events or fundraisers
- Platforms such as leaflinks and weed maps

Advertisement will contain each warning statement as they are listed in the regulations.



I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Jennifer Wells

Printed name of licensee

Signature of licensee



# Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

3.6 Continued: The Tufted Puffin understands that diversion can happen in two ways - inversion and diversion - and is equally profitable diverting product out of the legal system as it is diverting product from the illegal system into the legal market. In the event that theft or diversion is suspected, employees will be trained to alert a licensee or manager immediately. In the event that an employee is caught stealing marijuana, or infusing the store with non-regulated black-market product, The Tufted Puffin will notify local law enforcement and AMCO Enforcement immediately, comply with all directives, and provide all necessary information and records for the investigation. The licensees or manager will take the necessary steps to ensure that illegal conduct by an employee does not compromise the facility's license and legitimate business operations. All employees will be trained to recognize potential theft, and are required to notify either a licensee or manager if they suspect such activity is occurring. All reports and documentation concerning potential or actual theft will be maintained by The Tufted Puffin and will be made available to AMCO upon request.

6.4 Continued: As proper safety and security procedures are of the utmost importance to The Tufted Puffin, the most up-to-date reading materials will be available to employees at all times. The Tufted Puffin will conduct quarterly staff meetings with the purpose of updating all employees on new state and local regulations, assuring that each employee is performing within company procedure, assessing any procedural changes that are needed, and addressing any comments or concerns from the staff. Prior to beginning work, employees will be expected to understand (1) Alaska laws, regulations, and codes governing the marijuana industry and marijuana establishments; (2) all of the permitting requirements to act as a marijuana handler including obtaining a marijuana handler permit prior to commencing employment; (3) The Tufted Puffin's standards, operational protocol, and best practices with regard to retail and sale of marijuana; (4) general safety procedures and security protocol; (5) how to think defensively if a threatening situation occurs, and how to recognize the signs of impairment, drug abuse, and instability; (6) in-depth information about marijuana strains and related products; (7) in-depth information on the requirements of each room, task, and system; (8) the general federal, state, and local employment regulations by which The Tufted Puffin is governed; and (9) retail-specific education. To ensure full coverage for each position, all employees will be cross-trained on the requirements of each job. The Tufted Puffin will encourage staff to attend seminars, conferences and workshops. The Tufted Puffin will maintain a library of resources on marijuana topics, available to employees at all times. The state and local marijuana regulations will be posted in the facility for reference. All new hires will be required to meet with a licensee or manager to go over employment documents, specific tasks, educational materials, facility features, security and position-specific training.

8.1 Continued: Labels will be affixed to the packaging including all information originally provided by the cultivation or manufacturing facility such as (1) testing facility license number; (2) testing date and results; (3) name and license number of cultivation facility; (4) name and license number of manufacturing facility, if applicable (for concentrates and products); (5) harvest batch number or production lot number; (6) date of packaging; (7) net marijuana weight and (8) expiration date if applicable.



## Alaska Marijuana Control Board Form MJ-02: Premises Diagram

### Why is this form needed?

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 Anchorage 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.

<b>Licensee:</b>	Tufted Puffin LLC	<b>MJ License #:</b>	34856		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	The Tufted Puffin				
<b>Premises Address:</b>	48380 Sterling Highway				
<b>City:</b>	Soldotna	<b>State:</b>	Alaska	<b>ZIP:</b>	99669



# 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:

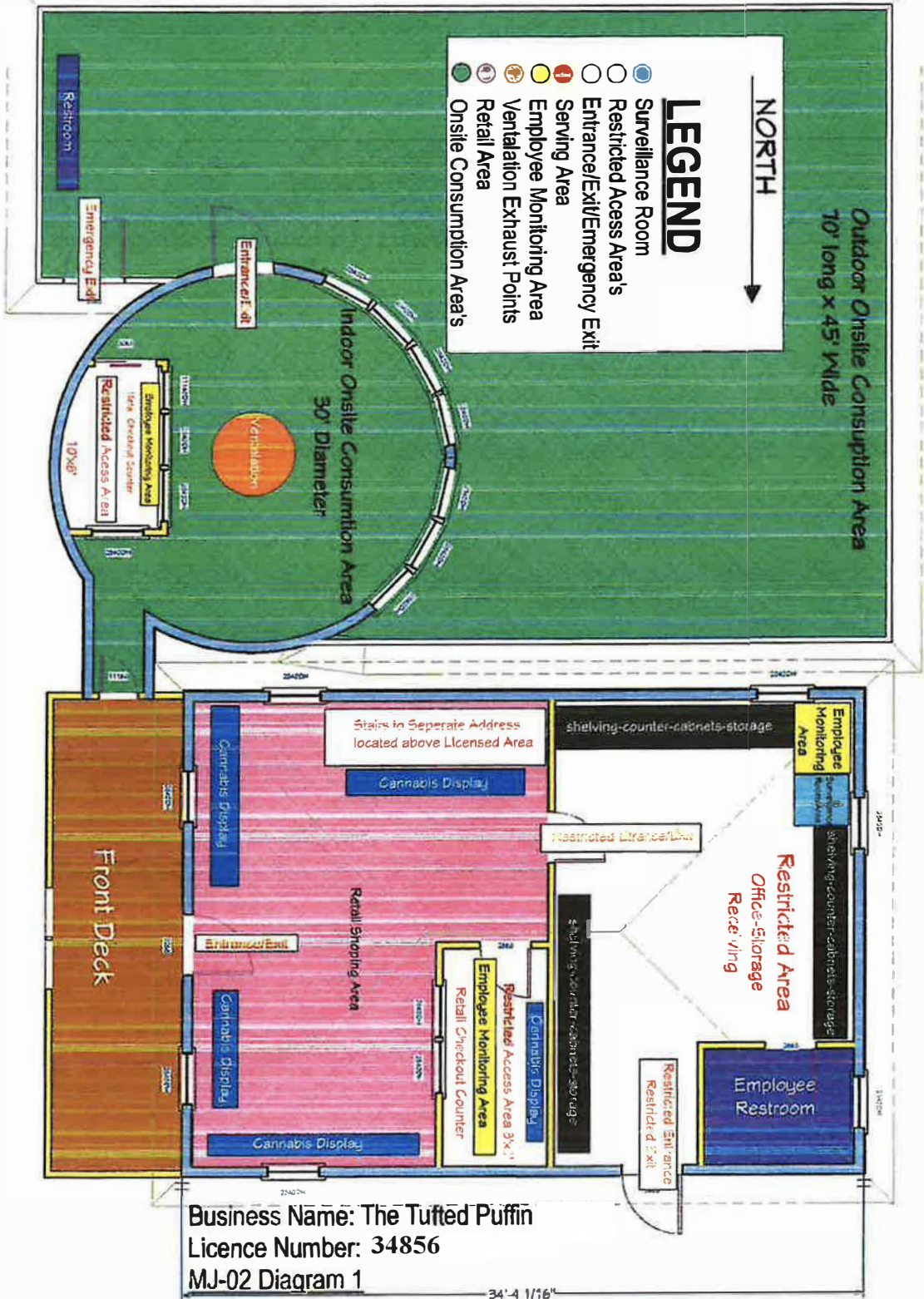
- Areas of ingress and egress
- Entrances and exits
- Walls and partitions
- Cross streets and points of reference

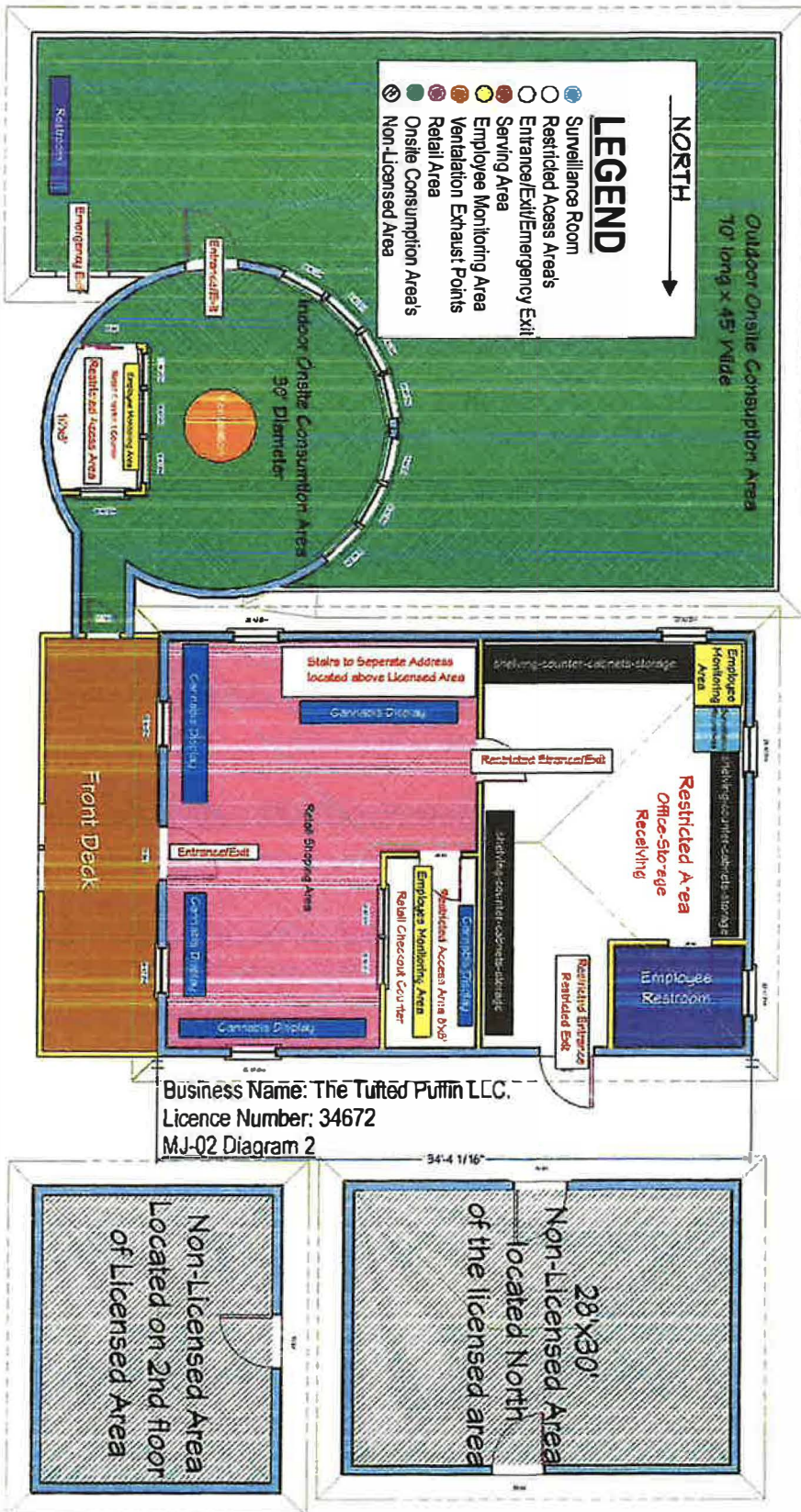
Initial:

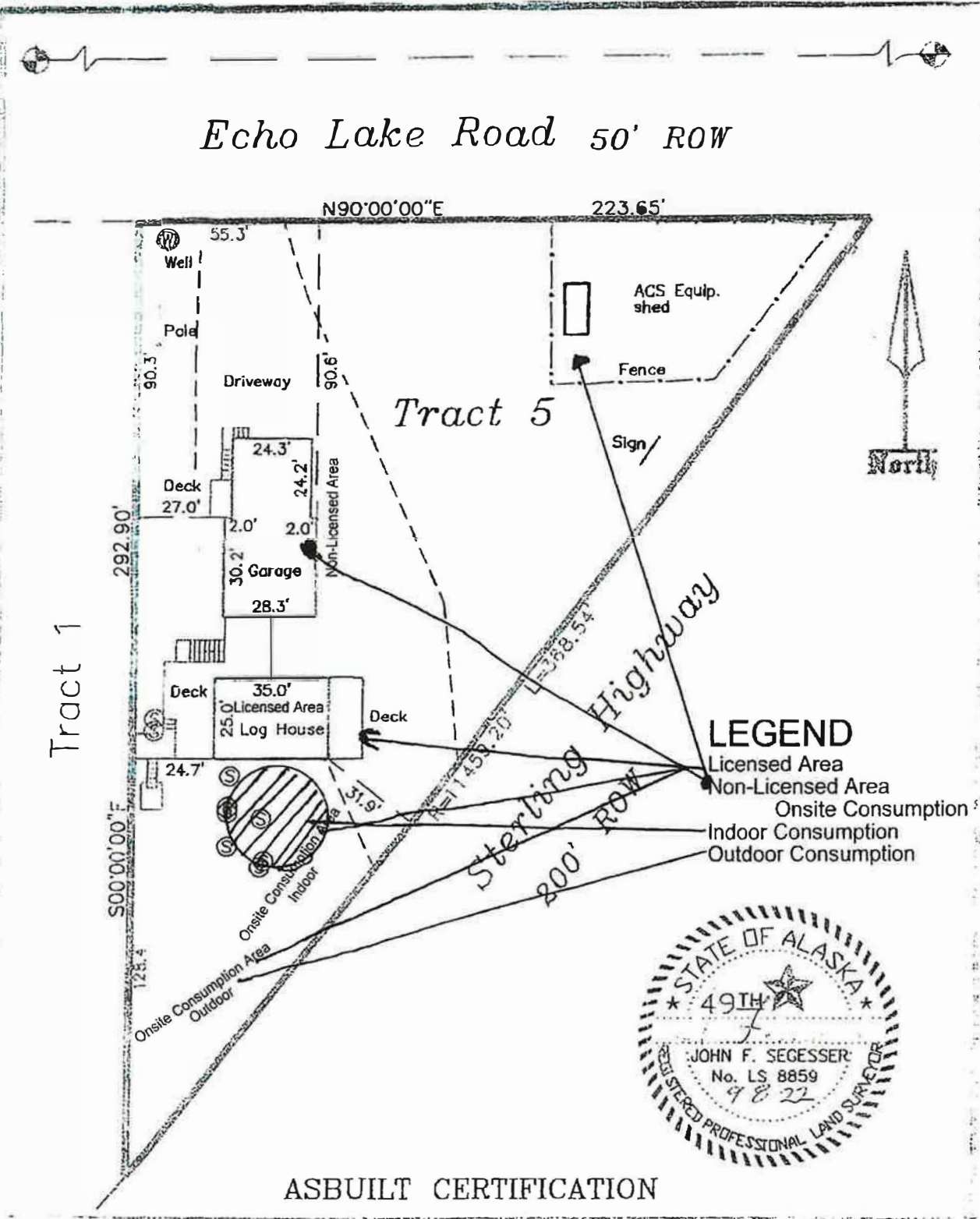
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Jennifer Wells  
Printed name of licensee

Signature of licensee



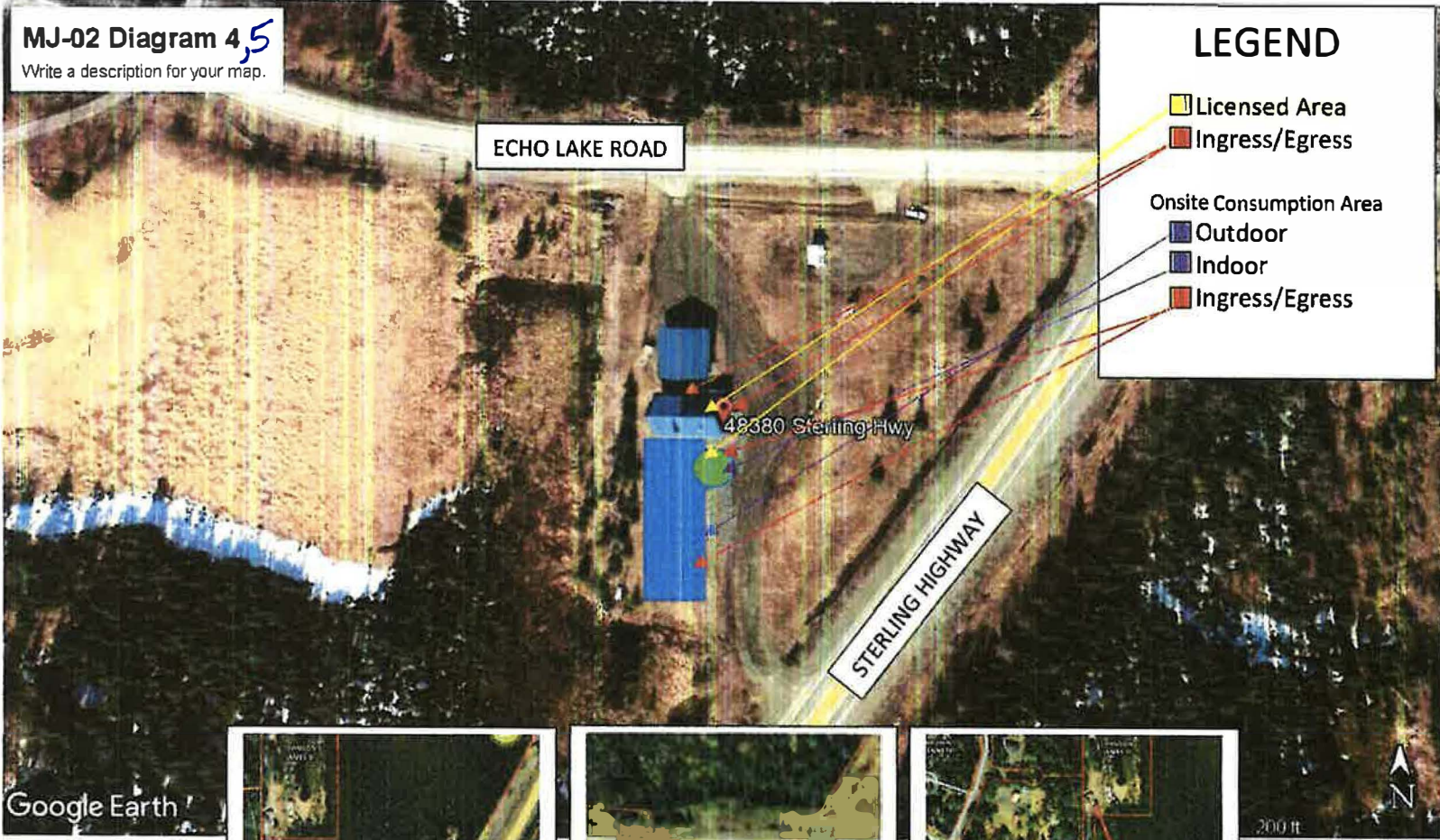




Business Name: The Tufted Puffin  
 License Number: 34856  
 MJ-02 Diagram 3

# MJ-02 Diagram 4,5

Write a description for your map.



Google Earth







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

### Why is this form needed?

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 Anchorage 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.

<b>Licensee:</b>	The Tufted Puffin LLC	<b>MJ License #:</b>	34856		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	The Tufted Puffin				
<b>Premises Address:</b>	48380 Sterling Highway				
<b>City:</b>	Soldotna	<b>State:</b>	Alaska	<b>ZIP:</b>	99669



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 licensed facility will be inspected by either a licensee or manager before it is accepted and added to the store inventory. The shipment will be reconciled with the transport manifest, shipment labels, and packaging labels to ensure consistency. All products will be weighed by an employee 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 system and added to the store inventory storage or display cases. At the end of each business day, The Tufted Puffin will reconcile the sale’s transactions from the point of sale software with the inventory on hand and with Metrc to ensure consistency and that any discrepancies are immediately addressed.

Customers will be greeted near the store entrance by an employee who will check their valid government-issued ID and watch for signs of impairment. If cleared by the employee, customers will be able to browse the retail sales floor and view the menu of available products. Sales transactions will take place at the point of sale station and once a sales transaction is complete, customers will be directed to the store exit.

The Tufted Puffin will train all employees on the importance of the limits on quantity sold per transaction and the exit packaging requirements set forth in the regulations.

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:

The Tufted Puffin will not sell, offer to sell, give, distribute, or deliver marijuana or marijuana products to any consumers who are: (1) not physically present on the licensed premises; (2) under the influence of an alcoholic beverage, inhalant, or controlled substance; or (3) not at least twenty-one (21) years of age at the time of purchase, as evidenced by valid government-issued photo identification. All customers will enter the retail store where an employee will check their ID. During this time, employees will be watching for signs of impairment.

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, except as allowed under 3 AAC 306.370.

Initials: Five boxes containing handwritten initials 'JP' corresponding to items a through e.



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).

[Handwritten initials]

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.

[Handwritten initials]

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

[Handwritten initials]

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

[Handwritten initials]

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. Is false or misleading;

[Handwritten initials]

b. Promotes excessive consumption;

[Handwritten initials]

c. Represents that the use of marijuana has curative or therapeutic effects;

[Handwritten initials]

d. Depicts a person under the age of 21 consuming marijuana; or

[Handwritten initials]

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.

[Handwritten initials]

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;

[Handwritten initials]

b. On or in a public transit vehicle or public transit shelter;

[Handwritten initials]

c. On or in a publicly owned or operated property;

[Handwritten initials]

d. Within 1,000 feet of a substance abuse or treatment facility; or

[Handwritten initials]

e. On a campus for postsecondary education.

[Handwritten initials]

Section 5 – Displays and Sales

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

The Tufted Puffin will display all marijuana and marijuana products for sale within the restricted access area, unreachable to customers. Signage stating "Restricted Access Area" and "Visitors Must be Escorted" will be posted at the access points that lead to the restricted access area behind the sales counter. Marijuana and marijuana products will be displayed in locked display cases, on shelving along the wall behind the display case/point of sale counter and in a cooler behind the display case/point of sale counter. Product displays will be in full view of a working video surveillance camera at all times that marijuana or marijuana product is stored in the display. Marijuana and marijuana products will be secured in a locked case at all times. All employees will be trained and regularly monitored to ensure compliance with the display and closing policies, and that all product is secured and accounted for at all times. When customers have made their purchasing decisions, they will head to the point of sale counter. (CONTINUED ON PAGE 6)



**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):**

The Tufted Puffin will assign an employee to inspect all shipments of marijuana and marijuana products that arrive at the retail store. Shipments will be inspected for quality and consistency with the transport manifest and shipment labels, and for regulatory compliance. Labels will be checked for: (1) name and license number of the manufacturing or cultivation facility; (2) production and/or batch number; (3) strain information; (4) net weight of the product; (5) packaging date and expiration date; and (6) testing lab name and license number. The transport manifest will be checked for: (1) name and license number of the providing entity; (2) delivery date; (3) start time and estimated arrival time; (4) strain and batch information; (5) delivery driver name and handler's card verification; (6) the weight of the products transferred; and (7) testing information.

Once a delivery is approved by The Tufted Puffin the inventory will be accepted into the retail store and entered into Metrc and stored on-site as an official business record. Both the transporting agent and The Tufted Puffin will sign all paperwork and documents expressing that all information is deemed correct and the transfer took place.

The Tufted Puffin will refuse to accept the transfer if any information listed above is incomplete or inaccurate.

**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):**

<b>Retailer:</b> The Tufted Puffin	<b>License No:</b> 34856
<b>Cultivator:</b>	<b>License No:</b>
<b>Harvest Batch No:</b>	<b>Package No:</b>
<b>Net MJ Weight:</b> OZ(    g)	<b>Strain:</b>
<b>Testing Facility:</b>	<b>License No:</b>
<b>THC:</b> THCA:            CBD:            CBDA:            CBN:	
<b>Microbial Test:</b>	<b>Fungicides:    Pesticides:    Herbicides:</b>
<b>Fertilizers:</b>	<b>Soil Amendment:</b>

**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.



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):

The Tufted Puffin will not sell, offer to sell, give, distribute, or deliver marijuana or marijuana products to any consumers who are (1) not physically present on the licensed premises; (2) under the influence of an alcoholic beverage, inhalant, or controlled substance; or (3) not at least twenty-one (21) years of age at the time of purchase, as evidenced by a valid, government-issued photo identification or tribal card (tribal card must meet the regulatory standards). The Tufted Puffin employees will greet all customers and check each customer's ID near the entrance to the retail store. No individual will be allowed to enter the sales floor and browse any selection without their photo ID being verified, regardless of how familiar the person is to the employee. (CONTINUED ON PAGE 6)

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.

[Handwritten initials in a box]

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:

The Tufted Puffin will disposing of: (1) marijuana that is identified as contaminated, infected or is otherwise rejected for quality; (2) marijuana and marijuana products that reach their expiration date; (3) any other materials or containers in contact with marijuana products that risk contamination; (4) any other marijuana or marijuana product deemed as waste by The Tufted Puffin, an assigned employee, or AMCO official. Marijuana waste will be stored away from all other products in a locked container on the premises, away from all other marijuana products and currency, and will be rendered unusable prior to leaving the store. Marijuana waste will be rendered unusable by grinding the materials and mixing with other compost able and non-compost able 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. The Tufted Puffin will maintain a log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, the reason for wastage and the final destination of the waste. The Tufted Puffin may either incinerate the waste, compost the waste, contract a borough waste truck or have an assigned employee collect the waste mixture and dispose of it at the local waste station. All waste information will be recorded in the disposal log and securely stored as a business record, available to AMCO upon request.

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.

[Handwritten initials in a box]

[Handwritten initials in a box]

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Jennifer Wells

Printed name of licensee

[Handwritten signature of Jennifer Wells]

Signature of licensee



(Additional Space as Needed):

3.1 Continued: If it is determined that a customer is impaired, that individual will be safely escorted from the premises. Law enforcement will be contacted for back-up when necessary. Additionally, employees and management will exercise strict diligence and compliance with the sale limits embodied in 3 AAC 306.355. A manager will be on hand to help manage customer ingress and egress and ensure there is an adequate number of employees on the sales floor.

5.1 Continued: All edibles, concentrates, and flower will be stored behind the point of sale counter. Budtenders will take the customer order and dispense for sale from behind the counter. Concentrates and edibles will all be pre-packaged and labeled. Flower will be sold either pre-packaged or "Deli" style. "Deli" style flower will be displayed in large containers behind the point of sale counter with the batch labeled strains. Budtenders will take customer orders at the point of sale counter and weigh the flower using a certified scale. Once weighed to the desired amount, the budtender will register the purchase in the POS system which will integrate with Metrc, seal the product into a child-resistant container, and print the packaging label. The pre-packaged products will be displayed in the display case located within the restricted access area. The Tufted Puffin will also buy bulk marijuana and roll their own pre-roll marijuana joints and package them in accordance with the regulations and place into pre-labeled mylar bags, pop top tubes, joint boxes, etc. Any edibles requiring refrigeration will be stored in a refrigerator behind the point of sale counter in the restricted access area. Employees will ensure that each sale is in fully opaque exit bag (or customers pocket, bag, ect.) before a customer exits the store with it.

7.1 Continued: Employees will be trained on how to identify forgeries and inconsistencies in ID's and will utilize an ID guide to help recognize ID's from other states, countries, and federally recognized tribes. The Tufted Puffin will schedule employees to help manage customer ingress and egress on the sales floor. If an ID is not in compliance for any reason, the customer will be asked to leave. If the customer refuses to leave the retail store, law enforcement will be contact to enforce The Tufted Puffin's ID policy.



**Alaska Marijuana Control Board**  
**Form MJ-08: Local Government Notice**

**Why is this form needed?**

A local government notice 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 Anchorage 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:	The Tufted Puffin LLC	License Number:	34856
License Type:	Retail Marijuana Store		
Doing Business As:	The Tufted Puffin		
Premises Address:	4380 Sterling Highway		
City:	Soldotna	State:	AK
		ZIP:	99669

**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): Kenai Peninsula Borough Date Submitted: 01/05/2023

Name/Title of LG Official 1: Johni Blankenship/Borough Clerk Name/Title of LG Official 2: \_\_\_\_\_

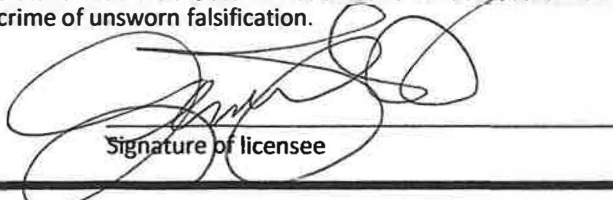
Community Council: N/A Date Submitted: \_\_\_\_\_  
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

JW

Jennifer M. Wells  
 Printed name of licensee



Signature of licensee



**Alaska Marijuana Control Board**

**Onsite Consumption Endorsement  
 Form MJ-08a: Local Government Notice**

**Why is this form needed?**

A local government notice is required for all onsite consumption endorsement applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). After initiating an consumption endorsement application, an applicant must give notice of the application to the public by submitting a copy of the Public Notice to each local government and any community council in the area of the proposed licensed premises for which the endorsement is being applied. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified. The required notice must be completed within the 90 days immediately preceding the submittal of all application documents and fees.

**Section 1 – Establishment Information**

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

Licensee:	The Tufted Puffin LLC	License Number:	34856		
License Type:	Onsite Consumption Endorsement				
Doing Business As:	The Tufted Puffin LLC				
Premises Address:	48380 Sterling Highway				
City:	Soldotna	State:	AK	ZIP:	99669

**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 onsite consumption endorsement application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula Borough Date Submitted: 01/05/2023

Name/Title of LG Official 1: Johni Blankenship/Borough Clerk Name/Title of LG Official 2: \_\_\_\_\_

Community Council: N/A Date Submitted: \_\_\_\_\_  
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Initials

JW

Jennifer M. Wells

Printed name of licensee

Signature of licensee





Alaska Marijuana Control Board

# Operating Plan Supplemental Form MJ-28b: Onsite Consumption Marijuana Retail Endorsement

Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

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

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

Phone: 907.269.0350

### Why is this form needed?

An operating plan supplemental form is required for all retail marijuana establishments seeking an onsite consumption endorsement. Applicants should review **Alaska Regulation 306.370**. This form will be used to document how an applicant intends to meet the requirements of the regulation.

### What must be covered in this operating plan supplemental?

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

- Security [in addition to what is required for a retail store].
- Ventilation [if consumption by inhalation is to be permitted].
- Monitoring overconsumption.
- Disposal or packaging of unconsumed marijuana.
- Prevention of the introduction of marijuana products not sold by the retail marijuana store or products not sold for onsite consumption.

**This form must be completed and submitted to AMCO's Anchorage office before any new onsite consumption endorsement application will be considered complete.**

## Section 1 – Establishment & Contact Information

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

Licensee:	The Tufted Puffin LLC	MJ License #:	34856		
License Type:	Retail Marijuana Store				
Doing Business As:	The Tufted Puffin				
Premises Address:	48380 Sterling Highway				
City:	Soldotna	State:	Alaska	ZIP:	99669

Mailing Address:	PO Box 1934				
City:	Seward	State:	Alaska	ZIP:	99664

Designated Licensee:	Jennifer Wells				
Main Phone:	907-224-2222	Cell Phone:	907-802-1162		
Email:	tuftedpuffinllc@gmail.com				

Which type(s) of consumption will occur at your premises (check all that apply):

Consumption by inhalation (smoking or vaping)-

Consumption by other method(s)-



# Form MJ-28b: Onsite Consumption Endorsement Operating Plan

## Section 1 - Freestanding

### Freestanding Licensed Retail Store (3 AAC 306.370(a) and AS 18.35.301(i)(1))

Please read the definition of "Freestanding" as defined in AS 18.35.301(i)(1) below-

*"freestanding" means a building that is not supported by another structure and does not share ventilation or internal air space with an adjoining structure and smoke from the building cannot travel into the adjoining structure.*

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

1.1- I certify that the location for which I am requesting this endorsement is "freestanding" as defined by AS 18.35.301(i)(1).

1.2- I certify that I have attached to this operating plan a photo of each side of the exterior of my building that show it meets the definition of "freestanding."

## Section 2 - Security

### Security (3 AAC 306.370(d)(1)(A)) and 3 AAC 306.370 (c)(1)

**2.1. Describe the equipment in place (doors and locks) that will provide security for your consumption space, including access points and windows:**

The Tufted Puffins indoor and outdoor consumption spaces will be equipped with 24-hour monitoring alarm systems and video surveillance to maintain the security of the on-site consumption areas and the facility. The alarm system will be set up to monitor for intrusions with motion detectors, glass break sensors, and door sensors. If triggered, an automatic electronic alert will be sent to the security monitoring center as well as to the licensee's cell phone and/or the general manager. This will also trigger an audible alarm to help deter potential intruders. Live security footage will also be accessible to licensees and/or the general manager via their cell phones so they may keep an eye on the consumption area even when they are away.

Only after a person has shown their valid identification to the ID check agent upon entrance to the premises (shown on the diagram as "Entry Desk") will they will be allowed access into the consumption area.

**2.2. Describe how you will prevent diversion of marijuana and marijuana product from your consumption area:**

All marijuana and marijuana product will be transferred and tracked in Metrc. This will ensure that there will be no inversion or diversion of marijuana or marijuana product from or into the consumption area. All marijuana/products will be securely stored in the restricted access area. Customers will not be able to access those products unless purchased through a budtender. Customers wishing to purchase marijuana or marijuana product to consume in the consumption area will do so from the consumption area point of sale. Only marijuana products intended for on site consumption will be available in the consumption area alongside non-marijuana-infused products. In addition, to help The Tufted Puffin staff to ensure that only products purchased for on-site consumption are consumed in the consumption area and to differentiate from marijuana/marijuana products purchased from the retail (non-consumption area), The Tufted Puffin shall utilize color contrasting packaging and/or identifying stickers that will allow a staff member to easily decipher marijuana/products that were purchased from the non-consumption retail area vs. the products purchased in the consumption area.

All marijuana or marijuana products left unclaimed by customers in the consumption area shall be quickly cleared by The Tufted Puffin staff members and shall be disposed of in a manner that is compliant with 3 AAC 306.740.



# Form MJ-28b: Onsite Consumption Endorsement Operating Plan

### 2.3. Describe how you will prevent access by persons under the age of 21 to your consumption area:

The Tufted Puffin will refuse entrance to any person who does not produce a form of valid photo identification showing that person is twenty-one (21) years of age or older. A valid form of identification includes; (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; and (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. At no time will a person under the age of twenty-one (21) be permitted to remain on the premises. If any of The Tufted Puffin staff members suspect that a person is a minor, the staff member will refuse access and have the individual escorted off the premises. A designated staff member will request from all customers a government-issued, photo ID and will thoroughly examine the ID before allowing entrance into the consumption area. There are two points of entry (shown on the diagram) both points of entry shall have staff monitoring the door and shall ensure a person's ID is valid and the person is over the age of 21 before allowing entry into the consumption area.

### 2.4. Describe how the consumption area shall be isolated from the other areas of the retail marijuana store:

The Tufted Puffin consumption areas will be isolated from the other areas of the retail marijuana store in the following ways:

1. The indoor consumption area is in a designated area on the opposite side of the facility. It is only attached to the licensed premises via the front deck of the building.
2. The outdoor consumption area is outdoors.
3. The consumption areas are manned by a The Tufted Puffin staff members and further secured by a secured door that is clearly labeled "On-site Consumption Area".
4. The indoor consumption area is separate from the retail area. Customers can only have access to the on-site consumption area via a spring-loaded secure door on the front deck of the building. There are no retail areas that touch the consumption areas.

Phasing plan for on-site consumption on page 7

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

Initials

### 2.5. The proposed area(s) for consumption are clearly identified on Form MJ-02: Premises Diagram or MJ-14: Premises Diagram Change that is submitted with this application.



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

Yes No

### 2.6 Will the consumption area be outdoors?

If "Yes", describe the outdoor structure(s) or the expanse of open or clear ground and how it is fully enclosed by a sight-obscuring wall or fence:

The outdoor consumption area will have an 8' wooden, privacy, stockade-style fence surrounding the clear ground perimeter to ensure regulated access and that the interior is completely sight-obscured from the exterior.

If "Yes", describe the neighboring uses and state why an outdoor consumption area is compatible with the surrounding area:

The neighboring uses are compatible with outdoor consumption and are in compliance with 3 AAC 306.370. There are no restricted uses, conflicting neighboring uses, or areas within 500ft of the property line. The nearest building with an intake vent is over 500ft from the property line.

The outdoor, on-site, open ground area will be completely surrounded by an 8' sight obscuring fence to block the view of anyone attempting to see inside the restricted area, and will be so far from any individuals that the smell and or sight of smoke will dissipate before reaching any building or person outside of the designated, on-site consumption area. The door to the area will be spring loaded and there will be a staff member stationed at the door at all times while being used.

The Tufted Puffin does not anticipate having any smell/smoke issues, however if any are brought up, the problem will be mitigated immediately.



# Form MJ-28b: Onsite Consumption Endorsement Operating Plan

## Section 3 – Ventilation

### Ventilation (3 AAC 306.370(d)(1)(B))

If you are proposing an indoor marijuana consumption area, where consumption by inhalation will occur you must be able to certify the statements below.

Read the following and then sign your initials in the box to the right:

Initials

I certify that I have attached to this form ventilation plans that:

- 3.1 Show a ventilation system for the marijuana consumption area that is separate from the remainder of the retail store
- 3.2 Signed and approved by a licensed mechanical engineer.
- 3.3 Sufficient to remove visible smoke.
- 3.4 Consistent with all applicable building codes and ordinances.



## Section 4 – Overconsumption

### Monitoring Overconsumption (3 AAC 306.370(d)(1)(C))

4.1. Describe the policies and procedures that will be used to monitor overconsumption of marijuana or marijuana product:

The Tufted Puffin will train all retail staff to ask particular questions when a customer is purchasing marijuana or marijuana products for consumption in the consumption area. A budtender will use their best efforts and the information available to help, if possible, the customer understand their tolerance levels so that the customer does not over consume.

The Tufted Puffin employees will also be trained on quantity limitations for on-site consumption, and signs of impairment or over-consumption while in the consumption area. The Tufted Puffin LLC will not permit any sale which exceeds the amount of any marijuana product or THC limit in 3AAC 306.370.

If a The Tufted Puffin staff member suspects that a customer has over-consumed, the staff member will assist the customer in arranging a ride (such as a taxi/Lyft/Uber) to meet the customer and make sure that the customer gets into the vehicle.

## Section 5 – Repackaging or Disposal

### Repackaging or Disposal (3 AAC 306.370(d)(1)(D))

5.1. Describe how you will dispose of or repackage unconsumed marijuana or marijuana product in accordance with 3AAC 306.740 and 3AAC 306.345:

The Tufted Puffin has a disposal plan for marijuana bud/flower and marijuana edible waste that is not consumed and unclaimed in the consumption area. The marijuana bud/flower or edible waste will be immediately collected by a staff member and stored in the marijuana waste locked container and by rendering it unusable by mixing the waste at least 50:50 with compost able and non-compost able materials such as: food waste, cardboard, paper, yard waste, vegetable oil, etc before having the waste destroyed in accordance with 3 AAC 306.740

Customers who choose to remove partially-consumed marijuana products that have been purchased for on-site consumption will have all products re-packaged in accordance with 3 AAC 306.345.

All packaging will be opaque, child resistant, and will be properly labeled (in accordance with 3 AAC 565 and 3 AAC 306.570) before leaving the licensed premises.



# Form MJ-28b: Onsite Consumption Endorsement Operating Plan

## Section 6 – Prevention of Introduction

### Prevention of Introduction (3 AAC 306.370(d)(1)(E))

6.1. Describe your policies and procedures to ensure marijuana from a source other than your retail marijuana store is not introduced to your consumption area:

The Tufted Puffin understands the importance of preventing the inversion of marijuana and marijuana products into the consumption area that were not purchased from the point of sale located in the consumption area. The Tufted Puffin will ensure that, at the time of purchase, the budtender assisting the customer will explain that there is a strict policy that no outside marijuana or marijuana product may be consumed in the consumption area.

In the event that a customer attempts to consume marijuana or marijuana product from a source other than The Tufted Puffin consumption area and point of sale counter, the consumption area staff member will ask the customer to leave the facility and store any marijuana or marijuana product that they have on them in their vehicle or dispose of it prior to completing the transaction.

In addition, to help The Tufted Puffin staff ensure that only products purchased for on-site consumption are consumed in the consumption area and to differentiate from marijuana/marijuana products purchased from the retail (non-consumption area), The Tufted Puffin shall utilize color contrasting packaging and/or identifying stickers that will allow a staff member to easily decipher marijuana/products that were purchased from the non-consumption retail area vs. the products purchased in the consumption area.

6.2 Describe your policies and procedures to ensure that marijuana from your retail marijuana store that is not intended for onsite consumption is not introduced into your consumption area:

The Tufted Puffin will have a separate point of sale in the retail store area and a point of sale in each of the the consumption areas. This will ensure that only marijuana purchased for on-site consumption will be available in the on-site consumption area.

The Tufted Puffin will also utilize color-contrasting packaging and/or identifying stickers that will allow a staff member to easily decipher marijuana/products that were purchased from the non-consumption retail area vs. the products purchased in the consumption area.

This will ensure that only products purchased for on-site consumption are consumed in the consumption area and differentiate from marijuana/marijuana products purchased from the retail section (non-consumption area).

## Section 7 – Dosage and Safety Information

### Written Materials (3 AAC 306.370(e)(4))

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

7.1- I certify that I have attached copies of the written materials to be provided in the consumption area(s) to patrons at no cost that contain marijuana dosage and safety information for each type of marijuana or marijuana product to be sold for consumption at the marijuana consumption area.



## Section 8 – Employee monitoring

### Employee Monitoring (3AAC 306.370(c)(2))

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

Yes No

8.1 Will consumption by smoking or vaping be allowed?

If "Yes", describe the smoke-free area from which employees will monitor the marijuana consumption area:

The Tufted Puffin consumption area staff member(s) will monitor customers through video surveillance at two separate monitoring locations within the retail section of the licensed premises.

They are separated via a secure, commercial locking door, and the only access to the monitoring area is through the retail section.

These monitoring areas are smoke-free.

The Tufted Puffin also has a ventilation system for the indoor on-site consumption area that is separate from the rest of the licensed premises ventilation systems. The indoor on-site consumption area air ventilation system directs air from the consumption area to the outside of the building through a filtration system sufficient to remove visible smoke, and is consistent with all applicable building codes and ordinances and adequate to eliminate odor before the property line.

## Section 9 – Declaration

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

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Jennifer Wells

Printed name of licensee

Signature of licensee



# Form MJ-28b: Onsite Consumption Endorsement Operating Plan

(Additional Space as Needed):

Section 2.4 Continued: The Tufted Puffin would like to develop the on-site consumption areas in phases. Phase 1: outdoor on-site consumption area, with the 8' privacy fencing etc.  
Phase 2: interior on-site consumption area with the continuous video surveillance etc.  
The Tufted Puffin understands that prior to operating Phase 2 AMCO Enforcement may need to perform a full inspection of the interior on-site area.

# Alcohol & Marijuana Control Office

**License Number:** 34856

**License Status:** New

**License Type:** Retail Marijuana Store

**Endorsement:** Onsite Consumption

**Doing Business As:** The Tufted Puffin

**Business License Number:** 2170048

**Designated Licensee:** Jennifer Wells

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

**Local Government:** Kenai Peninsula Borough

**Local Government 2:**

**Community Council:**

**Latitude, Longitude:** 60.429500, -151.133590

**Physical Address:** 48380 Sterling Highway  
Soldotna, AK 99669  
UNITED STATES

## Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10075187

**Alaska Entity Name:** The Tufted Puffin LLC

**Phone Number:** 907-224-2222

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

**Mailing Address:** PO Box 1934  
Seward, AK 99664  
UNITED STATES

## Entity Official #1

**Type:** Individual

**Name:** Jennifer Wells

[REDACTED]

[REDACTED]

**Phone Number:** 907-947-3349

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

**Mailing Address:** PO Box 1934  
Seward, AK 99664  
UNITED STATES

## Entity Official #2

**Type:** Individual

**Name:** Randy Wells

[REDACTED]

[REDACTED]

**Phone Number:** 907-947-3349

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

**Mailing Address:** PO Box 1934  
Seward, AK 99664  
UNITED STATES

**Note:** No affiliates entered for this license.



**COMMERCIAL LEASE AGREEMENT**

**THIS COMMERCIAL LEASE (this "Lease") dated this 17th day of February 2023 BETWEEN:**

**Two Black Dogs Property Management LLC. PO Box 1934, Seward AK. 99664**

Telephone: (907) 947-3349

Email: twoblackdogspropertymanagement@gmail.com

(the "Landlord")

OF THE FIRST PART

- AND -

**The Tufted Puffin llc.**

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

**Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 48380 Sterling Highway Soldotna, AK. 99664, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities,

equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the office/retail space located at 48380 Sterling Highway Soldotna, AK. 99664

f. "Rent" means the total of Base Rent and Additional Rent.

**Intent of Lease**

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

**Leased Premises**

3. The Landlord agrees to rent to the Tenant the office/retail space for a Cannabis retail with onsite consumption areas within the municipally described as 48380 Sterling Highway, 99669, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): Operating a business, Office Space or Storage Space. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord, which permission may be unreasonably withheld. In addition, the Tenant must provide to the Landlord, for all approved pets, proof of current vaccines, this proof must be on file with the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.

**Term**

5. The term of the Lease commences at 12:00 noon on February 17th, 2023 and is a "Two year" lease, ending on February 1st, 2025.
6. Notwithstanding that the term of this Lease commences on February 17th, 2023, the Tenant is entitled to possession of the Premises at 12:00 noon on February 17th, 2023.
7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month, until a NEW lease is agreed upon and signed by both the Tenant and Landlord, will be automatic between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

**Rent**

8. Subject to the provisions of this Lease, the Tenant will pay a Base Rent of \$4,425.00, payable per month. Included within the Base Rent, INTERNET and the following taxes: Sales tax of 7% MAX \$35.00 included in lease payment.
9. All payments are to be made payable to: **Two Black Dogs Property Management LLC.**
10. The Tenant will pay the Base Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord at PO Box 1934, Seward, AK. 99664, or in person at 216 4th Ave. Seward, AK 99664.

10. The Tenant will be charged an additional amount of \$50.00 for any late payment of Rent, a \$25.00 NSF returned check fee and an additional 5% of the total rent due starting after the 7 day grace period.

**Use and Occupation**

11. ~~The Tenant will use~~ and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Tufted Puffin LLC. and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

12. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

**Advance Rent and Security Deposit**

13. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last installments of Base Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease. Advance Rent Amount \$400.00.

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$400.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

15. The Tenant may not use the Security Deposit as payment for the Rent.

16. Intentionally left blank

**Quiet Enjoyment**

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

**Distress**

18. If and whenever the Tenant is in default in payment of any money whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, after the granted 7-day grace period after the rent due date, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

**Overholding**

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

**Additional Rights on Reentry**

20. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant,

realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
  - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
  - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

- 21. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

**Renewal of Lease**

- 22. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. .

**Tenant Improvements**

- 23. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than small picture hooks.

- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

**Utilities and Other Costs**

24. The Landlord is responsible for the payment the following in relation to the Premises:

**Power, Heating Fuel, Trash Service, Property Taxes**

**Insurance**

- 25. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
- 26. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.
- 27. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
- 28. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.



29. The Tenant will provide proof of such insurance to the Landlord upon taking possession of the Premises, unless otherwise agreed upon in writing from the Landlord.

**Attorney Fees**

30. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

**Governing Law**

31. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

32. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

**Assignment and Subletting**

33. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

**Bulk Sale**

34. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

**Additional Provisions**

35. All door entry codes are to be between the legal tenant, tenant employees and the landlord.

**Maintenance**

36. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
37. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures and batteries for smoke detectors serving the Premises.
38. The Tenant will also perform the following maintenance in respect to the Premises: (To Be Determined at time of Lease.)

**Care and Use of Premises**

39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will not engage in any illegal trade or activity on or about the Premises.
42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

**Surrender of Premises**

43. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. All keys will be returned to Landlord, or a fee for new locks will be charged to Tenant in the amount of \$100.00

**Hazardous Materials**

44. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

**Rules and Regulations**

- 45. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, restrooms and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

**General Provisions**

- 46. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 47. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 48. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
- 49. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 50. Default - Landlord will not take possession of or remove marijuana from the premises and will contact AMCO in the event removal is necessary.



\_\_\_\_\_  
Two Black Dogs Property Management LLC.  
(Landlord)

The Tufted Puffin LLC

\_\_\_\_\_  
(Tenant)





bpid	OBJECTID	ROid	PARCEL_ID	OWNER	ATTENTION ADDRESS	CITY
13109434	44156	36477	13109434	FOWLER N GLENN	PO BOX 683	KASILOF
13130006	44878	37063	13130006	TWO BLACK DOGS PROPERTY MANAGEMENT	PO BOX 1934	SEWARD
13130007	44879	37064	13130007	HALL CYNTHIA L	30505 ECHO LAKE RD	SOLDOTNA
13130007	44880	37064	13130007	HALL MARK	30505 ECHO LAKE RD	SOLDOTNA
13130008	44881	37065	13130008	HALL CYNTHIA L	30505 ECHO LAKE RD	SOLDOTNA
13130008	44882	37065	13130008	HALL MARK	30505 ECHO LAKE RD	SOLDOTNA
13130019	44888	37072	13130019	CARLISLE IRVING R	PO BOX 2349	SOLDOTNA
13130019	44889	37072	13130019	DAVIS CHARLES E	PO BOX 3733	SOLDOTNA
13130019	44890	37072	13130019	DAVIS RONALD L Jr	PO BOX 4028	SOLDOTNA
13130019	44891	37072	13130019	DAVIS THERESA A LIVING TRUST	PO BOX 14	SOLDOTNA
13130022	44894	37075	13130022	CARLISLE IRVING R	PO BOX 2349	SOLDOTNA
13130022	44895	37075	13130022	DAVIS CHARLES E	PO BOX 3733	SOLDOTNA
13130022	44896	37075	13130022	DAVIS RONALD L Jr	PO BOX 4028	SOLDOTNA
13130022	44897	37075	13130022	DAVIS THERESA A LIVING TRUST	PO BOX 14	SOLDOTNA

STATE	ZIPCODE	COUNTRY	parcel
AK	99610		13109434
AK	99664		13130006
AK	99669		13130007
AK	99669		13130007
AK	99669		13130008
AK	99669		13130008
AK	99669		13130019
AK	99669		13130019
AK	99669		13130019
AK	99669		13130019
AK	99669		13130022
AK	99669		13130022
AK	99669		13130022
AK	99669		13130022

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

## Certificate of Organization

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

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

**The Tufted Puffin LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **January 04, 2018**.

A handwritten signature in cursive script that reads "Mike Navarre".

Mike Navarre  
Commissioner





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](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

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### 1 - Entity Name

**Legal Name:** The Tufted Puffin LLC

### 2 - Purpose

Cannabis retail store

### 3 - NAICS Code

446191 - FOOD (HEALTH) SUPPLEMENT STORES

### 4 - Registered Agent

**Name:** Randy Wells

**Mailing Address:** PO BOX 1934, Seward, AK 99664

**Physical Address:** 210 Brownell St, Seward, AK 99664

### 5 - Entity Addresses

**Mailing Address:** PO BOX 1934, PO BOX 1934, Seward, AK 99664

**Physical Address:** 1401 C 4th Ave, 210 Brownell St, Seward, AK 99664

### 6 - Management

The limited liability company is managed by a manager.

## 7 - Officials

Name	Address	% Owned	Titles
Randy Wells			Organizer

### **Name of person completing this online application**

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

**Name:** Randy Wells



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

FOR DIVISION USE ONLY

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**Domestic Limited Liability Company**

**2022 Biennial Report**

For the period ending December 31, 2021

**Due Date:** This report along with its fees are due by January 2, 2022

**Fees:** If postmarked before February 2, 2022, the fee is \$100.00.

If postmarked on or after February 2, 2022 then this report is delinquent and the fee is \$137.50.

**Entity Name:** The Tufted Puffin LLC

**Entity Number:** 10075187

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 216 4TH AVE. UNIT #2, SEWARD, AK  
 99664-1934

**Mailing Address:** PO BOX 1934, SEWARD, AK 99664-1934

**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:** Randy Wells

**Physical Address:** 210 BROWNELL ST, SEWARD, AK 99664

**Mailing Address:** PO BOX 1934, SEWARD, AK 99664

**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	Manager	Member
Randy Wells	PO BOX 1934, SEWARD, AK 99664-3349	49.00	X	X
Jennifer Wells	PO BOX 1934, SEWARD, AK 99664	51.00	X	X

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

**Purpose:** Cannabis retail store

**NAICS Code:** 446191 - FOOD (HEALTH) SUPPLEMENT 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:** Jennifer Wells

# Operating Agreement

This Limited Liability Company Operating Agreement is for the The Tufted Puffin LLC, organized under the laws of the State of Alaska, by the filing of its organizational documents on January 4th, 20 18.

The parties to this agreement agree to operate a limited liability company under the following terms and conditions:

1. The members have the power to determine the location of the limited liability company's principal place of business. The members also have the power to designate the limited liability company's registered agent, who may be a member.

The company's principal place of business shall be:

214 4th ave. Unit #2 Seward, Alaska 99664

The name and address of the company's registered agent shall be:

Randy Wells  
210 Brownell St. Seward, Alaska 99664

2. The initial members of the company are as follows:

<i>Name</i>	<i>Address</i>
Jennifer Wells	210 Brownell St. #A Seward, AK 99664
Randy Wells	210 Brownell St. #A Seward, AK 99664

3. No members or managers of the limited liability company shall be personally liable for any debts, obligations, expenses, liabilities, or any claims made against the company.
4. The members of the limited liability company elect to have the company treated as a Limited Liability Company for state and federal income tax purposes. The members agree to execute and file any documents necessary to secure this tax treatment.
5. The start-up capital will be a total of \$ 50,000.00. Each member of the limited liability company agrees to contribute the following property, services, or cash to this total amount on or before the date indicated:

<i>Name</i>	<i>Cash/Services/Property</i>	<i>Value</i>	<i>Date Due</i>
Jennifer Wells	50,000.00	50,000.00	Jan 10th
Randy Wells	50,000.00	50,000.00	Jan 10th
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. If additional capital is required by the limited liability company and is determined by a majority \_\_\_\_\_ vote of the members, then each member shall be required to contribute to such additional capital in such proportions and by a certain date as determined by such vote.
  
7. If any member shall fail to make his or her initial or additional contributions as indicated by this agreement, any amendment to this agreement, or any additional agreement between the members, then this company shall continue as a limited liability company of only those members who have satisfied their contribution requirements. Any member who has failed to satisfy his or her contribution requirements will not be a member of this limited liability company. Each member who has made a contribution shall then be entitled to a share of limited liability company profits and losses in proportion to the amount of their contribution to the total contributions. If any additional limited liability company contributions are necessary, such additional contributions shall be determined by the remaining members as specified under the terms of this agreement regarding "Additional Contributions" above.
  
8. Interest at the rate of 0 percent (0 %) per annum shall be paid on each member's capital contributions that were paid in cash. The interest shall be an expense of the limited liability company and paid on an annual basis to the member who is entitled to it.
  
9. In addition to capital contributions, the following cash or property will be loaned to the limited liability company under the terms specified:

<i>Name of Member</i>	<i>Cash/Property Loaned</i>	<i>Terms of Loan</i>
Jennifer Wells	_____	_____
Randy Wells	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Each member's proportionate share of the profits and losses of the limited liability company shall be as follows:

<i>Name</i>	<i>Percent of Ownership of Limited Liability Company</i>
Jennifer Wells	51%
Randy Wells	49%

11. Any profits or losses of the limited liability company shall be determined and distributed to the members on a annual basis according to their proportionate share of the profits and losses of the limited liability company. However, the first 90 percent (90 %) of the profits for each such period shall be retained by the limited liability company for reinvestment in the limited liability company.
  
12. The management of the company shall be exclusively by Jennifer and Randy Wells. The actual person(s) to manage the company and the salary of an such person(s) shall be determined by a majority vote of the members of the limited liability company, and the management may be removed at any time, with or without cause, by a like vote.
  
13. One or more managers may be selected under the terms of this agreement. If a single individual is selected to manage the company, such person shall have exclusive authority to make all management decisions. Otherwise, all limited liability company decisions will be made by majority vote among the persons selected to manage the company, except the major company decisions noted below, which must be decided by unanimous vote of the persons selected to manage the company. The manager(s) shall have the authority to conduct the day-to-day business of the limited liability company, without consultation with the other members. This shall include hiring and firing employees, signing limited liability company checks, withdrawing funds from limited liability company accounts, borrowing money up to the amount of \$ 0.00, and maintaining the books and records of the limited liability company. Major decisions are defined as follows:  
 Asset Purchases, Loans, Investments, Legal, Advertising

14. The annual limited liability company meeting will be held on the first Monday in December of every year at 10 o'clock a . m.. This meeting is for the purpose of assessing the current status of the limited liability company and transacting any necessary business. If this day is a legal holiday, the meeting will be held on the next day.
15. The place for the annual members meeting will be the principal office of the limited liability company, located at:  
214 4th ave. Unit #2 Seward, Alaska 99664
16. A quorum for a members meeting will be a majority of the members. Once a quorum is present, business may be conducted at the meeting, even if members leave prior to adjournment.
17. At all meetings of members, a member may vote by signed proxy or by power of attorney. To be valid, a proxy must be filed with the limited liability company prior to the stated time of the meeting. No proxy may be valid for more than 11 months, unless the proxy specifically states otherwise. A proxy may always be revoked prior to the meeting for which it is intended. Attendance at the meeting for which a proxy has been authorized always revokes the proxy.
18. A majority \_\_\_\_\_ vote of the members entitled to vote will be sufficient to decide any matter, unless a greater number is required by this agreement or by state law. Adjournment shall be by majority vote of those shares entitled to vote.
19. Any action that may be taken at a company meeting may be taken instead without a meeting if an agreement is consented to, in writing, by all members who would be entitled to vote.
20. The members will, jointly, have all powers available under state law, including the power to: appoint and remove managers and employees; change the offices; borrow money on behalf of the limited liability company, including the power to execute any evidence of indebtedness on behalf of the limited liability company; and enter into contracts on behalf of the limited liability company. Such powers may be exercised by a single member only upon unanimous approval of all of the members.
21. Each member and manager owes a fiduciary duty of good faith and reasonable care with regard to all actions taken on behalf of the limited liability company. Each member and manager must perform his or her duties in good faith in a manner that he or she reasonably believes to be in the best interests of the limited liability company, using ordinary care and prudence.
22. The limited liability company will maintain accounting records that will be open to any member for inspection at any reasonable time. These records will include separate



income and capital accounts for each member. The accounting will be on the cash basis and on a annual -year basis. The capital account of each member will consist of no less than the value of the property, cash, or services that the member shall have contributed with his or her initial or additional contributions to the limited liability company.

23. All notes, mortgages, or other evidence of indebtedness shall be signed by all of the members of the limited liability company, unless otherwise allowed under the terms of this agreement.
24. The limited liability company will maintain a business checking bank account at:  
Alaska USA Federal Credit Union
25. The limited liability company may not lend any money to a manager or member of the limited liability company unless the loan has been approved by a majority vote of all members of the limited liability company.
26. All members are entitled to 0 draws from the expected profits of the limited liability company. The draws will be debited against the income account of the member. The dollar amount of the draws shall be determined by a majority vote of the members.
27. All members are eligible to be paid reasonable salaries for work or services they perform in the limited liability company business, unless such work is in the capacity of a manager or is to be considered as a contribution to the company.
28. Each member shall receive an expense account for up to \$ 100.00 per month for the payment of reasonable and necessary business expenses in the regular course of limited liability company business. Each member shall provide the limited liability company with a written record of such expenses in order to obtain reimbursement.
29. A member may transfer all or part of his or her interest in the limited liability company to any other party only with the unanimous consent of the other members. In addition, the limited liability company has the right of first refusal to purchase the member's interest on the same terms and conditions as the member's offer from the third party. This option to buy must be exercised by the limited liability company within 30 days from notice of the offer to buy by a third party.
30. A member may be expelled from the limited liability company at any time by the unanimous consent of the other members. Upon expulsion, the expelled member shall cease to be a member and shall have no interest, rights, authority, power, or ownership in the limited liability company or any limited liability company property. The expelled member shall be entitled to receive value for his or her interest in the limited liability company as

determined by the terms of this agreement. The limited liability company shall continue in business without interruption without the expelled member.

31. A member is automatically expelled from the limited liability company at any time upon the occurrence of any of the following:
- (a) A member files a petition for or becomes subject to an order for relief under the Federal Bankruptcy Code
  - (b) A member files for or becomes subject to any order for insolvency under any state law
  - (c) A member makes an assignment for the benefit of creditors
  - (d) A member consents to or becomes subject to the appointment of a receiver over a substantial portion of his or her assets
  - (e) A member consents to or becomes subject to an attachment or execution of a substantial portion of his or her assets

On the date of any of the above events, the expelled member shall cease to be a member and shall have no interest, rights, authority, power, or ownership in the limited liability company or any limited liability company property. The expelled member shall be entitled to receive value for his or her interest in the limited liability company as determined by the terms of this agreement. The limited liability company shall continue in business without interruption without the expelled member.

32. The expulsion of a member shall be final and shall not be subject to mediation, arbitration, or review by any court of any jurisdiction.
33. The limited liability company shall buy and maintain life insurance on the life of each member in the amount of \$       0.00      . The limited liability company shall also buy and maintain disability insurance on each other member in the amount of \$       0.00      . Such life and disability insurance shall be considered assets of the company. On the withdrawal, termination, or expulsion of any member for any reason other than his or her death or disability, any insurance policies on the member's life or health on which the limited liability company paid premiums shall become the personal property of the departing member and the cash value (if any) of such policy shall be considered as a draw against the departing member's income account.
34. Except as otherwise provided by this agreement, the members agree that any dispute arising related to this agreement will be settled by Marc Johnston Law Firm, P.C.. The person hired for such dispute resolution shall be chosen by a majority vote of the members. All costs of such dispute resolution will be shared equally by all members involved in the dispute.
35. A new member may be admitted to the limited liability company by majority consent of the members. Admission of a new member shall not cause the termination

of the original limited liability company entity, but rather, it shall continue with the additional member.

36. Any new member to the limited liability company shall be responsible for and assume full personal liability equal to all other members for all limited liability company debts, liabilities, and obligations whenever incurred for which the other members of the company have assumed personal liability.
37. If any member withdraws from the limited liability company for any reason (including the death or disability of the member), the limited liability company shall continue and be operated by the remaining members. The withdrawing member or his or her personal representative will be obligated to sell that member's interest to the remaining members and those remaining members will be obligated to buy that interest. The value of the withdrawing member's interest will be his or her proportionate share of the total value of the limited liability company. If necessary, the total value of the limited liability company will be assessed by an independent appraisal made within 90 days of the member's withdrawal. The costs of the appraisal will be shared equally by all members, including the withdrawing member.
38. No member, during or after the operation of the limited liability company, shall engage in any business that is in competition in any manner with the limited liability company. The prohibition against competition shall continue for a period of 5 years after the member leaves the limited liability company and for any business within 50 miles of the limited liability company's principal place of business. This noncompetition agreement shall end with the termination of the limited liability company.
39. The limited liability company may be terminated at any time by unanimous consent of the members. Upon termination, the members agree to apply the assets and money of the limited liability company in the following order:
  - (a) To pay all the debts and obligations of the limited liability company
  - (b) To distribute the members' income accounts to them in their proportionate share
  - (c) To distribute the members' capital accounts to them in their proportionate share
  - (d) To distribute any remaining assets to them in their proportionate share
40. This Operating Agreement may be amended in any manner by majority vote of the members.
41. This Articles of Organization may be amended in any manner by majority vote of the members.

42. The following additional provisions are part of this agreement:

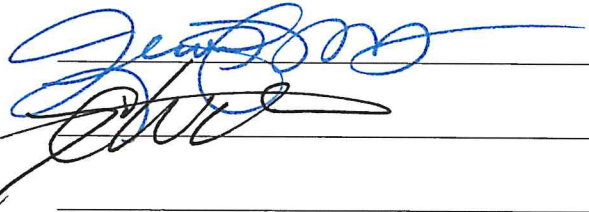
None

43. No modification of this agreement shall be effective unless it is in writing and approved by the required number of members set forth in this agreement. This agreement binds and benefits all members and any successors, inheritors, assigns, or representatives of the members. Time is of the essence of this agreement. This document is the entire agreement between the members. Any attached papers that are referred to in this agreement are part of this agreement. Any alleged oral agreements shall have no force or effect. This agreement is governed by the laws of the State of Alaska. If any portion of this agreement is held to be invalid, void, or unenforceable by any court of law of competent jurisdiction, the rest of the agreement shall remain in full force and effect.

Dated January 4th, 20 18

*Signature of Member*

*Printed Name of Member*



Jennifer Wells

Randy Wells

# PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,  
STATE OF ALASKA

}  
SS:

Doug Munn being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

Marijuana License application  
December 17, 2022  
December 23, 2022  
December 30, 2022

x Doug Munn

SUBSCRIBED AND SWORN before me on this

18<sup>th</sup> day of January, 2023.

Elizabeth A. McDonald  
NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3/6/2024.

Elizabeth A. McDonald  
Notary Public, State of Alaska  
Commission #200306009  
My Commission Expires March 6, 2024

**Marijuana License Application**  
The Tufted Puffin LLC is applying under 3 AAC 306.300 and 3 AAC 306.370 for a new Retail Marijuana Store license with an Onsite Consumption Endorsement, license #34856, doing business as The Tufted Puffin, located at 48380 Sterling Highway, Soldotna, AK, 99669, UNITED STATES.  
Interested persons may object to the application by submitting a written statement of reasons for the objection 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 application information 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](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 and Attorney Jana Weltzin, Esq at [janaw@jdwccounsel.com](mailto:janaw@jdwccounsel.com) or 901 Photo Avenue, Second Floor, Anchorage, AK 99503.  
Pub: Dec 17, 23 & 30, 2022  
968649



RECEIVED

MAR 01 2023

State of Alaska DEC  
Food Safety Program

### 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: The Tufted Puffin	Date
	Plan Review Contact Name Jennifer Wells or Randy Wells	
	Phone Number 907-224-2222	Email tuftedpuffinllc@gmail.com
	Address 48380 Sterling Highway, Soldotna, Alaska 99669	
	Operating Days/Hours	Proposed Opening Date

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:

**\*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:

**\*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:  
 Facility will be rendering any marijuana waste unusable by mixing it with compostable or non-compostable materials until the mixture is no more than 50% marijuana waste. All solid waste will be taken to a landfill via waste management truck.

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

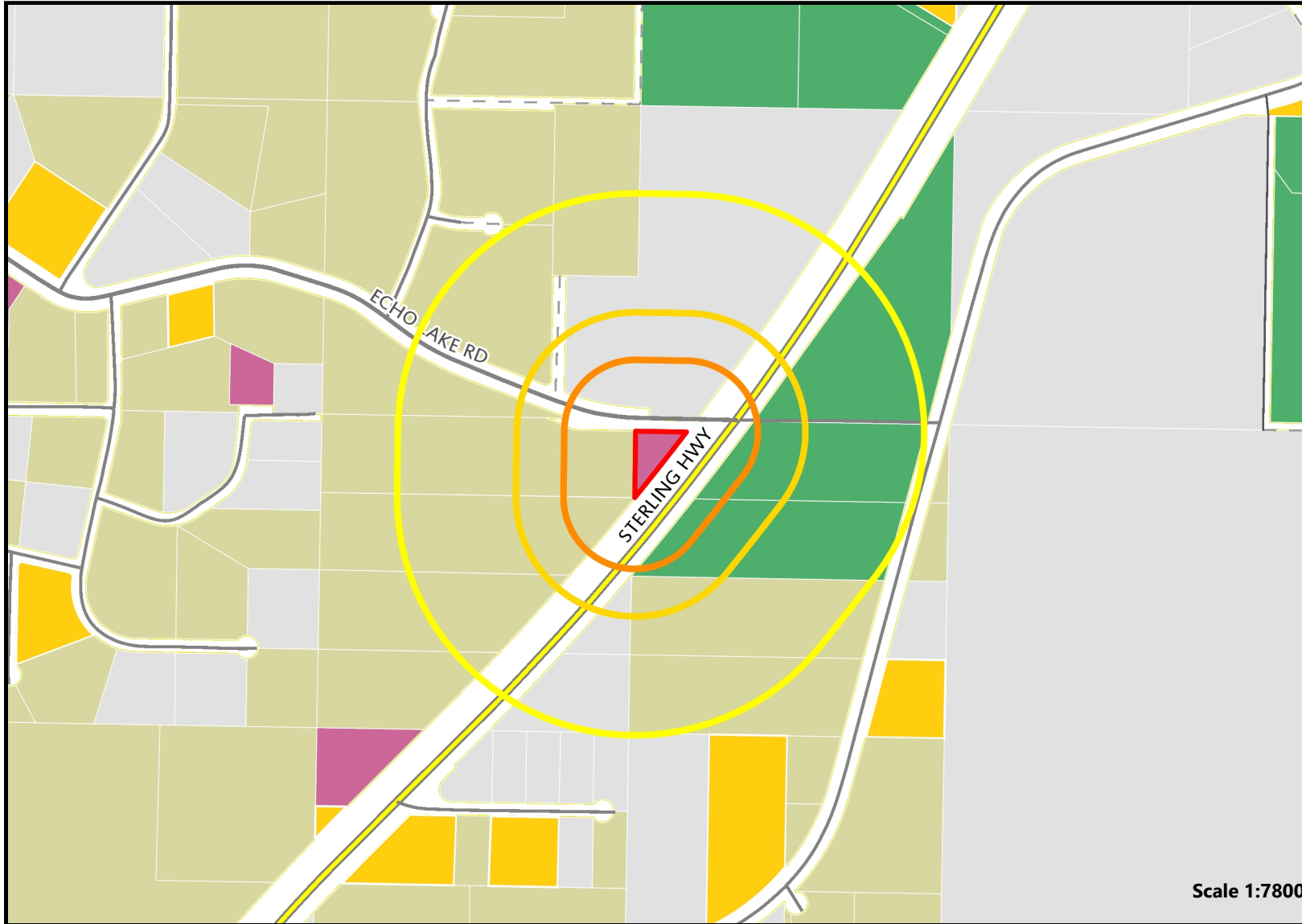
- All buildings  Outside walk-in cooler(s)/freezer(s)  Access for deliveries  Oil/Fuel tanks
- Refuse storage site  Outside storage areas  Sewage disposal system
- Potable water supply  Identify nearby roads, other landmarks, and/or give GPS coordinates



Applicant: The Tufted Puffin

KPB Parcel ID: 13130006

Adjacent Land Use Map



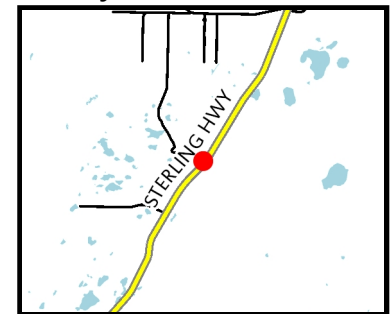
AMCO # 34856

- 1000ft Radius
- 500ft Radius
- 300ft Notification Area
- Parcel Boundary

Land Usage in 1000ft radius

- Commercial  
1 parcels
- Industrial  
3 parcels
- Residential  
10 parcels
- Vacant  
5 parcels

Vicinity



Scale 1:7800

Radii shown depict the distance from the parcel boundaries. KPB 7.30 states that the distance must be measured by the shortest pedestrian route. If there were relevant facilities within the 500-foot or 1,000-foot radius, the shortest pedestrian path would be measured and depicted here.





**Applicant: The Tufted Puffin**

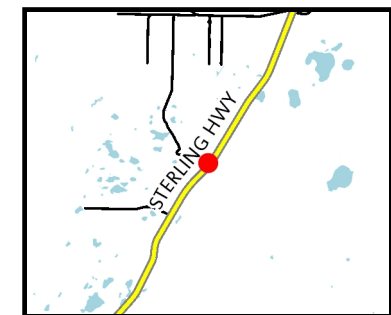
**KPB Parcel ID: 13130006**

**Aerial Imagery Map**



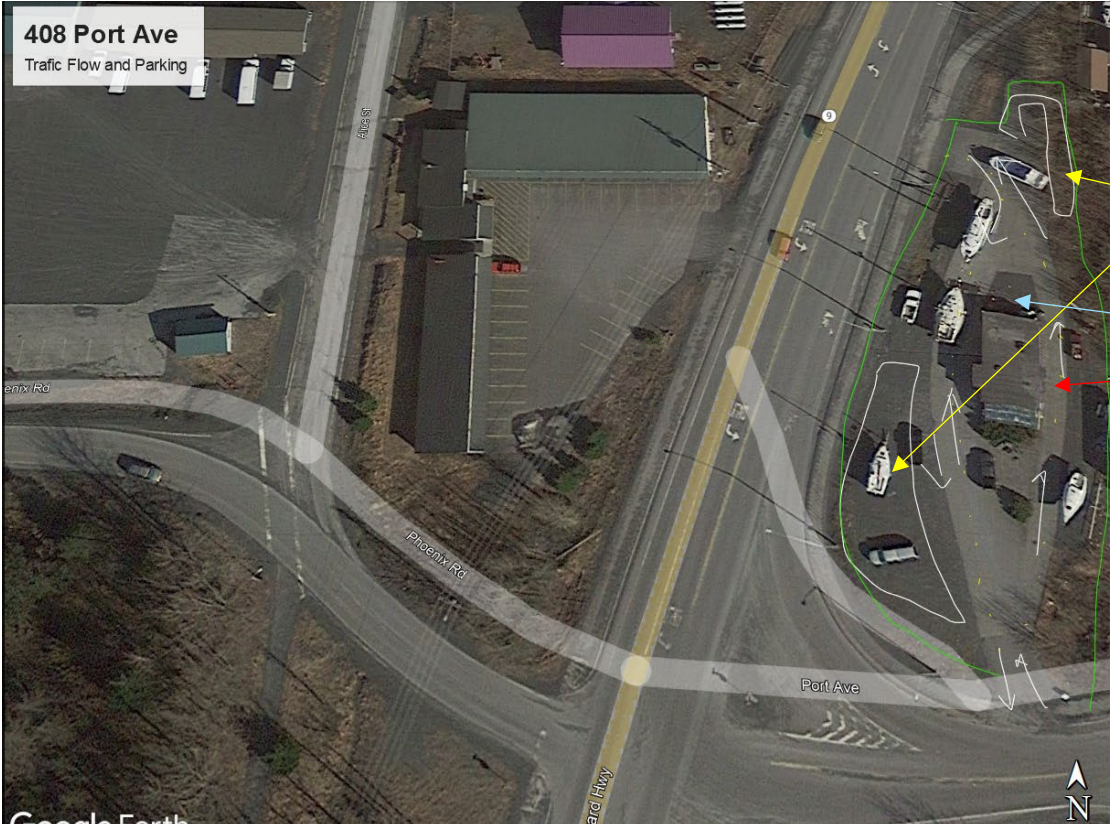
-  Parcel Boundary
-  All Other Parcels

**Vicinity**



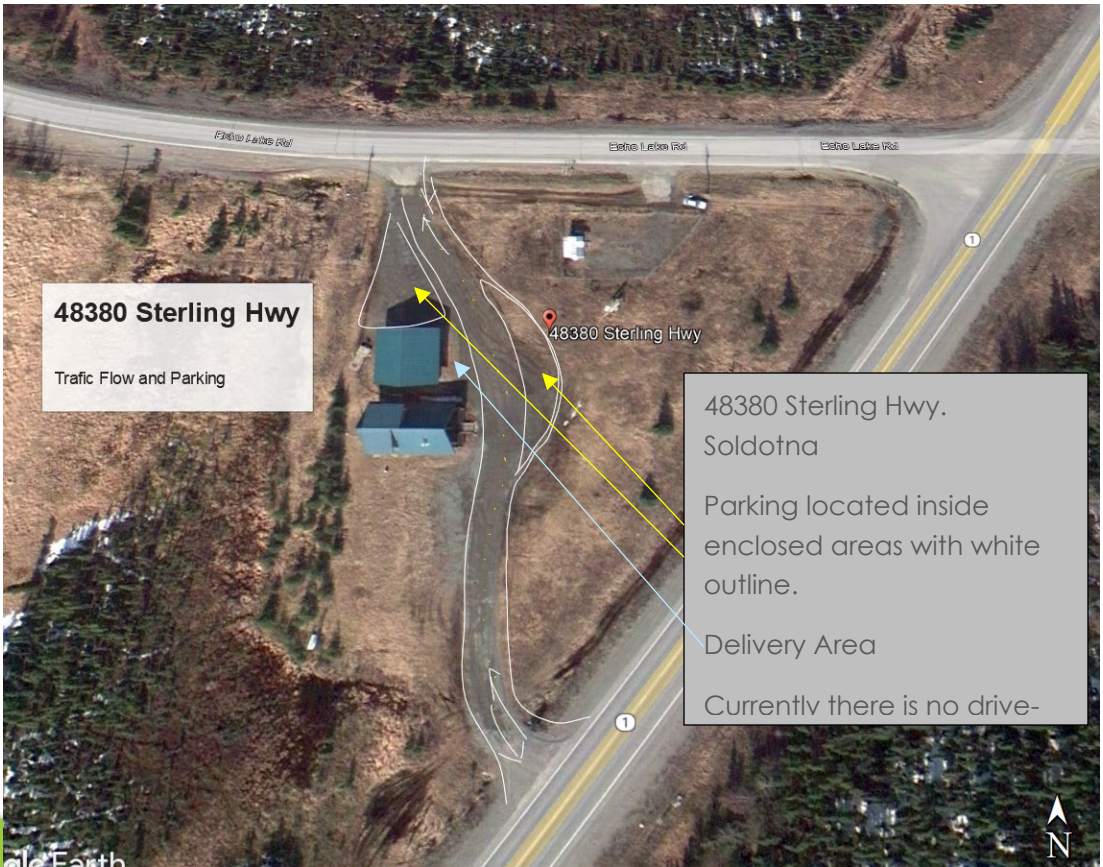


# The Tufted Puffin



**408 Port Ave**  
Traffic Flow and Parking

408 Port Ave. Seward  
 Parking located inside enclosed areas with white outline.  
 Delivery Area  
 Drive-thru is "one-way." Enter from South of building, exit to the North on Seward



**48380 Sterling Hwy**  
Traffic Flow and Parking

48380 Sterling Hwy. Soldotna  
 Parking located inside enclosed areas with white outline.  
 Delivery Area  
 Currently there is no drive-

Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

**TO:** Brent Johnson, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Robert Ruffner, Planning Director *RR* for RR  
Samantha Lopez, River Center Manager *SL*

**FROM:** Ryan Raidmae, Planner *RR*

**DATE:** Monday, January 29, 2024

**SUBJECT:** Application for a new Retail Marijuana Store License. **Applicant:** The Tufted Puffin LLC; **Landowner:** Two Black Dogs Property Management LLC; **License #:** 34856; **Parcel #:** 131-300-06; **Property Description:** T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840040 D & J SUB AMENDED TRACT 5 LYING WEST OF THE STERLING HWY; **Location:** 48380 Sterling Hwy, Soldotna, AK 99669

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The planning department will make recommendations to the assembly regarding land use regulation of marijuana establishments as defined by AS 17.38 and administer and implement any land use regulations adopted by the borough assembly.

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The Kenai Peninsula Borough Planning Department has reviewed the subject application pursuant to KP 7.20.10 and recommends approval of The Tufted Puffin LLC, a Retail Marijuana Store with Onsite Consumption, subject to the following conditions:

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KP 7.30.020(A).

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**MEMORANDUM**

**TO:** Brent Johnson, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Michele Turner, Borough Clerk (vmt)

**DATE:** Tuesday February 27, 2024

**RE:** The Tufted Puffin – Retail Marijuana Store – New License 34856

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Kenai Peninsula Borough Code 7.30.010 provides that the Assembly shall review and make recommendations to the state on applications for new licenses located within the Borough. Accordingly, the attached application filed by The Tufted Puffin is being submitted to you for review and recommendation.

The Borough Finance Department reviewed the application and has no objection to the new license based on unpaid taxes. The Planning Department reviewed the application and has no objection to the new license based on the standards set forth in KPB 7.30.

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**RECOMMENDATION:**

That the Assembly approves the issuance of a letter of non-objection to the Alcohol Marijuana Control Office regarding the new Retail Marijuana Store license as requested by **The Tufted Puffin** with the recommendation that the following conditions be placed on the state license pursuant to 3 AAC 306.060(b):

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020(A).
4. The marijuana establishment shall not conduct any business on, or allow any consumer to access, the retail marijuana store's licensed premises, between the hours of 2:00 a.m. and 8:00 a.m.

cc:tuftedpuffinllc@gmail.com