

Meeting Agenda

Planning Commission

Monday, February 14, 2022	7:30 PM	Betty J. Glick Assembly Chambers
		Zoom Meeting ID 907 714 2200

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The hearing procedure for the Planning Commission public hearings are as follows:

1) Staff will present a report on the item.

2) The Chair will ask for petitioner's presentation given by Petitioner(s) / Applicant (s) or their representative -10 minutes

3) Public testimony on the issue. -5 minutes per person

4) After testimony is completed, the Planning Commission may follow with questions. A person may only testify once on an issue unless questioned by the Planning Commission.

5) Staff may respond to any testimony given and the Commission may ask staff questions.

6) Rebuttal by the Petitioner(s) / Applicant(s) to rebut evidence or provide clarification but should not present new testimony or evidence.

7) The Chair closes the hearing and no further public comment will be heard.

8) The Chair entertains a motion and the Commission deliberates and makes a decision.

All those wishing to testify must wait for recognition by the Chair. Each person that testifies must write his or her name and mailing address on the sign-in sheet located by the microphone provided for public comment. They must begin by stating their name and address for the record at the microphone. All questions will be directed to the Chair. Testimony must be kept to the subject at hand and shall not deal with personalities. Decorum must be maintained at all times and all testifiers shall be treated with respect.

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF CONSENT AND REGULAR AGENDA

All items marked with an asterisk (*) are consent agenda items. Consent agenda items are considered routine and non-controversial by the Planning Commission and will be approved by one motion. There will be no separate discussion of consent agenda items unless a Planning Commissioner so requests in which case the item will be removed from the consent agenda and considered in its normal sequence on the regular agenda.

If you wish to comment on a consent agenda item or a regular agenda item other than a public hearing, please advise the recording secretary before the meeting begins, and she will inform the Chairman of your wish to comment.

1. Time Extension Request

- 2. Planning Commission Resolutions
- 3. Plats Granted Administrative Approval

a.	<u>KPB-3950</u>	Bluff Point Subdivision Curry Addition
	<u>Attachments:</u>	Bluff Point Subdivision Curry Addition KPB 2018-041
b.	<u>KPB-3911</u>	Captain Cook Heights 2021 Addition; KPB File 2021-135
	<u>Attachments:</u>	Captain Cook Heights 2021 Addition KPB 2021-135
c.	<u>KPB-3833</u>	Ross Subdivision Gerke Addition; KPB File 2021-075
	<u>Attachments:</u>	Ross Subdivision Gerke Addition KPB 2021-075

- 4. Plats Granted Final Approval (KPB 20.10.040)
- a.
 KPB-3929
 Edgington Subdivision Sherman Addition; KPB File 2021-129

 Attachments:
 Edgington Subdivision Sherman Addition KPB 2021-129
- 5. Plat Amendment Request
- 6. Commissioner Excused Absences
- 7. Minutes
- a.
 KPB-3954
 January 24, 2022 PC Meeting Minutes

 Attachments:
 PC Minutes 012422 Draft
- b. <u>KPB-3955</u> January 25, 2022 Special Hearings Minutes <u>Attachments:</u> <u>PC Minutes 012522 Draft</u>

D. OLD BUSINESS

1.	<u>KPB-3930</u>	Conditional Land Use Permit Modification; PC Resolution 2022-08 Applicant; Cook Inlet Region, Inc.
	<u>Attachments:</u>	D1. CIRI Modification_PC RES 2022-08_Desk
2.	<u>KPB-3931</u>	Conditional Land Use Permit; PC Resolution 2022-07 Applicant: Beachcomber, LLC
	<u>Attachments:</u>	D2. Beachomber CLUP PC RES 2022-07 Final 020922 Desk
		D2. Beachomber CLUP_PC RES 2022-07_Track Changes_ISB_Desk

E. NEW BUSINESS

1.	<u>KPB-3932</u>	Conditional Use Permit; PC Resolution 2022-05
		Applicant: Alaska Department of Transportation
	Attachments:	<u>1 Vicinity Maps ADOT</u>
		2 Staff Report ADOT
		<u>3 Application - ADOT</u>
		4 Public Hearing Notice ADOT
		<u>5 RES 2022-05 ADOT</u>
2.	KPB-3933	Retail Marijuana Store License
		Applicant: Worner Brothers Outpost, LLC
	Attachments:	1_28899_2022-01-19_PLN_Staff_Report
		2 28899 2022-01-12 New Application Package
		3_28899_2022-01-14_06503002_maps
		4 28899 2021-03-19 Acknowledgement Form Signed Site Plan
3.	KPB-3934	Conditional Land Use Permit - Material Extraction
		Applicant: AM&T Vantage Point, LLC
	<u>Attachments:</u>	1. Staff Report
		2. CLUP Application AMT Vantage Point LLC
		3. PC Resolution 2022-09
		4. Aerial View
		5. Half mile Residential Notice
		<u>6. Comments</u>
		E3. Comments Desk Packet

F. PLAT COMMITTEE REPORT

G. OTHER

H. PUBLIC COMMENT/PRESENTATION

(Items other than those appearing on the agenda or scheduled for public hearing. Limited to five minutes per speaker unless previous arrangements are made)

KPB-3935 Planning Department Budget Presentation

Attachments: H1. FY2023 Planning Budget Presentation

I. DIRECTOR'S COMMENTS

J. COMMISSIONER COMMENTS

K. ADJOURNMENT

MISCELLANEOUS INFORMATIONAL ITEMS NO ACTION REQUIRED

<u>KPB-3951</u>	Anchor Point APC February 10, 2022 Draft Meeting Minutes
<u>Attachments:</u>	MISC_Anchor Point APC Draft Minutes 021022
<u>KPB-3952</u>	Letter to Planning Commissioner from Scott Huff
<u>Attachments:</u>	MISC_Letter to PC_Scott Huff 021022
<u>KPB-3953</u>	2022 Alaska Planning Conference Planning Commissioner Training
Attachments:	G2 2022 Alaska Planning Conference

NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING

The next regularly scheduled Planning Commission meeting will be held Monday, February 28, 2022 in the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 North Binkley Street, Soldotna, Alaska at 7:30 p.m.

CONTACT INFORMATION KENAI PENINSULA BOROUGH PLANNING DEPARTMENT

Phone: 907-714-2215 Phone: toll free within the Borough 1-800-478-4441, extension 2215 Fax: 907-714-2378 e-mail address: planning@kpb.us website: http://www.kpb.us/planning-dept/planning-home A party of record may file an appeal of a decision of the Planning Commission in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances. An appeal must be filed with the Borough Clerk within 15 days of the notice of decision, using the proper forms, and be accompanied by the filing and records preparation fees. Vacations of right-of-ways, public areas, or public easements outside city limits cannot be made without the consent of the borough assembly.

Vacations within city limits cannot be made without the consent of the city council. The assembly or city council shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received within the specified period, it shall be considered that consent was given.

A denial of a vacation is a final act for which the Kenai Peninsula Borough shall give no further consideration. Upon denial, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce Borough Mayor

ADMINISTRATIVE APPROVAL

Subdivision:

Bluff Point Subdivision Curry Addition KPB File 2018-041 Homer Recording District

The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on May 29, 2018 with a time extension granted on April 6, 2020. Approval for the plat is valid for two years from the date of approval.

The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on February 4, 2022.

Scott A. Huff

Platting Manager

State of Alaska Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this _____ day of ______ by Scott A. Huff.

Notary Public for the State of Alaska

My commission expires: 5/12/23

2027

State of Alaska NOTARY PUBLIC Madeleine Quainton My Commission Expires May 12, 2023

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



Charlie Pierce Borough Mayor

ADMINISTRATIVE APPROVAL

Subdivision: Captain Cook Heights 2021 Addition KPB File 2021-135 Kenai Recording District

The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on October 11, 2021. Approval for the plat is valid for two years from the date of approval.

The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on Thursday, February 03, 2022.

Scott Huff Platting Manager

State of Alaska Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this <u>3</u> day of <u>February</u> 2022 by Scott Huff.

Notary Public for the State of Alaska

My commission expires: 5/12/23

State of Alaska NOTARY PUBLIC Madeleine Quainton My Commission Expires May 12, 2023

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



Charlie Pierce Borough Mayor

ADMINISTRATIVE APPROVAL

Subdivision: Ross Subdivision Gerke Addition KPB File 2021-075 Kenai Recording District

The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on June 14, 2021. Approval for the plat is valid for two years from the date of approval.

The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on Tuesday, February 01, 2022.

Scott Huff Platting Manager

State of Alaska Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this _____ day of _____ day of ______ 2022 by Scott Huff.

Notary Public for the State of Alaska

My commission expires: 5/12123

State of Alaska NOTARY PUBLIC Madeleine Quainton My Commission Expires May 12, 2023

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



Charlie Pierce Borough Mayor

FINAL APPROVAL OF PLAT SUBMITTED UNDER 20.10.080

Subdivision:

Edgington Subdivision Sherman Addition KPB File 2021-129 Kenai Recording District

The Kenai Peninsula Borough Planning Department has reviewed the above referenced subdivision plat in accordance with 20.10.080 Borough Code of Ordinances. The final plat meets the conditions of the preliminary approval and complies with KPB Title 20; therefore, final approval has been granted by the undersigned on Wednesday, February 02, 2022.

Scott Huff

Platting Manager

State of Alaska Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this <u>3</u> day of <u>February</u> 2022 by Scott Huff.

Notary Public for the State of Alaska

My commission expires: <u>S112123</u>

State of Alaska NOTARY PUBLIC Madeleine Quainton My Commission Expires May 12, 2023

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.

Kenai Peninsula Borough Planning Commission

Betty J. Glick Assembly Chambers, Kenai Peninsula Borough George A. Navarre Administration Building

January 24, 2022 7:30 P.M. UNAPPROVED MINUTES

Chair Martin request that Vice Chair Ruffner chair the meeting. Chair Martin attended via Zoom and had connection concerns.

CALL TO ORDER

Vice Chair Ruffner called the meeting to order at 7:30 p.m.

ROLL CALL

Commissioners Present Syverine Bentz, District 9 – South Peninsula Jeremy Brantley, District 5 – Sterling/Funny River Pamela Gillham, District 1 – Kalifornsky Virginia Morgan, District 6 – East Peninsula Blair Martin, District 2 – Kenai Robert Ruffner, District 7 - Central Franco Venuti, City of Homer

With 7 members of an 8-member seated commission in attendance, a quorum was present.

Staff Present Melanie Aeschliman, Planning Director Sean Kelley, Borough Attorney Scott Huff, Platting Manager Marcus Mueller, Land Management Manager Derek Haws, Addressing Officer Samantha Lopez, KRC Manager Eric Ogren, Code Compliance Ann Shirnberg, Planning Administrative Assistant

AGENDA ITEM C. CONSENT & REGULAR AGENDAS

*3. Plats Granted Administrative Approval

- a. ASLS No. 2019-34 Tract A ASLS 96-42; KPB File 2021-019
- b. Fireweed Meadows 2021Replat; KPB File 2021-095
- c. Fourth of July Creek Subdivision Seward Marine Industrial Center Coastal Lots Replat; KPB File 2021-039
- d. James Waddell Homestead 2021 Replat; KPB File 2021-136

*4. Plats Granted Final Approval (20.10.040)

a. Black Gold Estates 2021 Replat Wildwood Dr. ROW Vacation: KPB File 2021-111V

*6. Commissioner Excused Absences

- a. Diane Fikes, City of Kenai
- b. City of Soldotna, Vacant
- c. City of Seward, Vacant
- d. City of Seldovia, Vacant
- e. District 3 Nikiski, Vacant
- f. District 4 Soldotna, Vacant
- g. District 8 Homer

*7. Minutes

- a. January 10, 2022 Plat Committee Meeting Minutes
- b. January 10, 2022 Planning Commission Meeting Minutes

Vice Chair Ruffner asked if anyone wised to speak to any of the items on the consent agenda. Hearing no one wishing to comment he asked the Ms. Shirnberg read into the record the consent agenda items. Ms. Shirnberg read the items into the record. Vice Chair Ruffner then brought it back to the commission for a motion.

MOTION: Commissioner Brantley moved, seconded by Commissioner Venuti to approve the consent and regular agendas

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	7	Absent	1	Vacant	6			
Yes	Bentz	z, Brantley	, Fikes	s, Gillham	, Mart	n, Morgan, Ruffner, Venuti		
Absent	Fikes							

Vice Chair Ruffner asked Ms. Shirnberg to read the procedures for public testimony.

AGENDA ITEM E. NEW BUSINESS

 Cabin Hopper Subdivision; KPB File 2021-160 Peninsula Surveying, LLC / Freddies Roadhouse Inc., Pollard & Best Location: Marquis Street, Arneson Avenue & Matson Street Ninilchik Area

Staff report given by Scott Huff.

Vice Chair Ruffner opened the meeting for public comment. Hearing no one wishing to comment, public comment was closed and discussion was open among the commission.

MOTION: Commissioner Brantley moved, seconded by Commissioner Venuti, to grant preliminary approval to Cabin Hopper Subdivision based on staff recommendations and compliance with borough code.

AMENDMENT MOTION A: Commissioner Brantley moved, seconded by Commissioner Venuti, to grant exception request to KPB 20.30.190 – Lot Dimensions, 3:1 depth to width ratio for Tract 3A, citing findings 1, 3, 5-7 & 9 in support of standards one, two & three.

Hearing no objection or further discussion, the motion was carried by the following vote:

AMEND	AMENDMENT MOTION A PASSED BY UNANIMOUS VOTE:										
Yes	7	Absent	1	Vacant	6						
Yes	Bentz, Brantley, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti										
Absent	Fikes	Fikes									

AMENDMENT MOTION B: Commissioner Brantley moved, seconded by Commissioner Venuti, to grant exception request to KPB 20.40 – Wastewater Disposal requiring a wastewater review, citing findings 5-8 in support of standards, one, two and three.

Hearing no objection or further discussion, the motion was carried by the following vote: **AMENDMENT MOTION B PASSED BY UNANIMOUS VOTE**:

Yes	7	Absent		1	Vacant	6	
Yes		Bentz, B	srantley	/, Fikes	s, Gillham	, Marti	n, Morgan, Ruffner, Venuti
Absent		Fikes					

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Hearing no objection or further discussion, the motion was carried by the following vote:
MAIN MOTION PASSED AS AMENDED BY UNANIMOUS VOTE:

Yes	7	Absent	1	Vacant	6					
Yes	Bentz, Brantley, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti									
Absent	Fikes	Fikes								

 Right-of-Way Vacation – KPB File 2021-168V Request/Affected Property: Vacate a portion of Wanda Ave. & associated utility easements as granted per Brown's Lake Subdivision (KN 76-55 & King Rapids Subdivision KN 76-176) Petitioner: Kim M. Hansen of Soldotna, AK Funny River Area / Funny River APC

Staff report given by Scott Huff.

Vice Chair Ruffner opened the meeting for public comment.

<u>Jason Young, Edge Survey & Design, LLC; P.O. Box 208 Kasilof, AK 99610:</u> Mr. Young was the surveyor on this project and made himself available for any questions.

Hearing no one else wish to comment, Vice Chair Ruffner closed public comment and discussion was opened among the commission.

MOTION: Commissioner Brantley moved, seconded by Commissioner Morgan to approve the vacation a petitioned based on the means of evaluating public necessity established by KPB 20.65, subject to staff recommendation and compliance with borough code.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	7	Absent	1	Vacant	6	
Yes	Bentz	z, Brantley	, Gillha	am, Martir	h, Mor	gan, Ruffner, Venuti
Absent	Fikes					

 Hansen's Salmon Run Subdivision; KPB File 2021-168 Edge Survey & Design, LLC / Hansen Location: Salmon Run Drive, Wanda Avenue & Iceberg Street Funny River Area / Funny River APC

Staff report given by Scott Huff.

Vice Chair Ruffner opened the meeting for public comment.

<u>Jason Young, Edge Survey & Design, LLC; P.O. Box 208 Kasilof, AK 99610:</u> Mr. Young was the surveyor on this project and made himself available for any questions.

Hearing no one else wish to comment, Vice Chair Ruffner closed public comment and discussion was opened among the commission.

MOTION: Commissioner Brantley moved, seconded by Commissioner Gillham to grant preliminary approval to Hansen's Salmon Run Subdivision based on staff recommendations and compliance with borough code.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	7	Absent	1	Vacant	6	
Yes	Bentz	z, Brantley	, Gillh	am, Martir	n, Mor	gan, Ruffner, Venuti
Absent	Fikes					

 Building Setback Permit – KPB File 2021-169
 Request/Affected Property: Allowing a 1.9' encroachment of a garage into the 20' building setback.
 Fishermen's Road Subdivision Edelman Addn. Tract G2 (KN 96-59)
 Petitioner: Benjamin & Megan Cheah of Kenai, AK
 Kalifornsky Area

Staff report given by Scott Huff.

Vice Chair Ruffner opened the meeting for public comment.

Megan Cheah, Landowner: P.O. Box 2162, Kenai, AK 99611: Spoke in favor of the permit and requested the commission approve the permit

Hearing no one else wish to comment, Vice Chair Ruffner closed public comment and discussion was opened among the commission.

MOTION: Commissioner Brantley moved, seconded by Commissioner Bentz to adopt PC Resolution 2022-04 granting a building setback encroachment permit to Tract G-2 Fishermen Roads Subdivision Edelman Addition (KN 96-59), citing findings 2-4, 6-8 & 13 in support of standards one, two and three.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION	PASS	ED BY U	NANIN	IOUS VO	TE:					
Yes	7	Absent	1	Vacant	6					
Yes	Bentz	Bentz, Brantley, Gillham, Martin, Morgan, Ruffner, Venuti								
Absent	Fikes	Fikes								

- 5. Street Naming/Renaming; SN Resolution 2022-01
 - a. Unnamed Private Road Proposed Name: Midnight Sun Drive; Nikiski Area; Petitioners: Brandie & Julie Ware
 - b. Benjamin Avenue Proposed Rename: Benjamin Ave. W. & Benjamin Ave. E.; Fritz Creek Area; Petitioner: Kenai Peninsula Borough

Staff report given by Derek Haws.

Vice Chair Ruffner opened the meeting for public comment.

<u>Julie Ware, Applicant: P.O. Box 7479, Nikiski 99635:</u> Ms. Ware spoke in favor of approving the road name Midnight Sun.

Hearing no one else wish to comment, Vice Chair Ruffner closed public comment and discussion was opened among the commission.

MOTION: Commissioner Venuti moved, seconded by Commissioner Gillham to adopt SN Resolution 2022-01 naming a certain private road within ESN 501 Midnight Sun Dr. & renaming a certain public right-of-way within ESN 202 to Benjamin Ave. W. & Benjamin Ave. E.

Hearing no objection or further discussion, the motion was carried by the following vote: **MOTION PASSED BY UNANIMOUS VOTE**:

es	7 Absent	1	Vacant	6
	Bentz, Brantley	Gillh	am. Martir	n. Mor
Absent	Fikes	, •	a,a.a.	<u>.,e</u>

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 Marijuana Cultivation Facility License Applicant/Landowner: Steve Duprey dba Rock Solid Buds Tax Parcel ID #: 05528239 Location: 48235 Miracle Avenue Kasilof Area

Staff report given by Eric Ogren.

Vice Chair Ruffner opened the meeting for public comment.

<u>Steve Duprey, Applicant; 48235 Miracle Avenue, Soldotna, AK 99669:</u> Mr. Duprey spoke in favor of the application and asked the commission to recommend approval.

Hearing no one else wish to comment, Vice Chair Ruffner closed public comment and discussion was opened among the commission.

MOTION: Commissioner Brantley moved, seconded by Commissioner Bentz to forward to the Assembly a recommendation to approve a limited marijuana cultivation facility license for Steve Duprey dba Rock Solid Buds.

Hearing no objection or further discussion, the motion was carried by the following vote

MOTION	PASS	ed by ui	NANIM	OUS VO	ΓE:					
Yes	7	Absent	1	Vacant	6					
Yes	Bentz, Brantley, Gillham, Martin, Morgan, Ruffner, Venuti									
Absent	Fikes	Fikes								

AGENDA ITEM F. PLAT COMMITTEE REPORT – Plat Committee did not meet.

AGENDA ITEM G. OTHER

Plat Committee for February 14, 2022 meeting:

- Commissioner Ruffner
- Commissioner Gillham
- Commissioner Brantley
- Commissioner Venuti

AGENDA ITEM I. DIRECTOR'S COMMENTS

Director Aeschliman informed the committee that the Mayor would be bringing forward to the Assembly for confirmation 3 new commissioners for the Planning Commission. She then noted that there had been no applicants for the City of Seldovia and the City of Seward seats.

AGENDA ITEM J. COMMISSIONER COMMENTS - None

AGENDA ITEM M. ADJOURNMENT – Commissioner Brantley moved to adjourn the meeting 8:32 p.m.

Ann E. Shirnberg Administrative Assistant

Kenai Peninsula Borough Planning Commission

Betty J. Glick Assembly Chambers, Kenai Peninsula Borough George A. Navarre Administration Building

January 25, 2022 7:30 P.M. UNAPPROVED MINUTES

CALL TO ORDER

Chair Martin attended the meeting via Zoom, was concerned with connection issues, and requested that Vice Chair Ruffner chair the meeting. Vice Chair Ruffner agreed.

Vice Chair Ruffner called the meeting to order at 7:30 p.m.

ROLL CALL

Commissioners Present Syverine Bentz, District 9 – South Peninsula Jeremy Brantley, District 5 – Sterling/Funny River Diane Fikes, City of Kenai Pamela Gillham, District 1 – Kalifornsky Blair Martin, District 2 – Kenai Virginia Morgan, District 6 – East Peninsula Robert Ruffner, District 7 - Central Franco Venuti, City of Homer

With 8 members of an 8-member seated commission in attendance, a quorum was present.

Staff Present Melanie Aeschliman, Planning Director Sean Kelley, Borough Attorney Walker Steinhage, Deputy Borough Attorney Samantha Lopez, KRC Manager Eric Ogren, Code Compliance Ann Shirnberg, Planning Administrative Assistant

HEARINGS

 Conditional Land Use Permit Modification Application Applicant: Cook Inlet Region, Inc. Parcel ID # 065-081-18 Sterling Area

Mr. Kelley gave a brief synopsis of the matter and noted that the commission elected at the January 10. 2022 meeting to not reopen the record or public comment on this matter.

Vice Chair Ruffner asked if there were any preliminary issues that need to be discussed related to this matter. Hearing not preliminary matters raised, he then brought the matter back to the commission for a motion.

MOTION: Commissioner Brantley moved, seconded by Commissioner Fikes to go into adjudicative session at the close of the next hearing and requested that Borough Attorney Sen Kelley and Planning Administrative Assistant Ann Shirnberg join the commission for the session.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	8	Absent	0	Vacant	6	
Yes	Bentz	z, Brantley	/, Fikes	s, Gillham	, Marti	n, Morgan, Ruffner, Venuti

Vice Chair Ruffner informed those attending the meeting that a written decision in the form of a resolution will be subject to a public vote of the body at the planning commission's next regular meeting, scheduled for February 14, 2022.

 Conditional Land Use Permit Application Applicant: Beachcomber, LLC Parcel ID # 169-010-67 Anchor Point Area

Mr. Kelley gave a brief synopsis of the matter and noted that the commission elected at the January 10. 2022 meeting to not reopen the record or public comment on this matter.

Vice Chair Ruffner noted that there were two preliminary matters to discuss.

Vice Chair Ruffner noted for the record that an objection had been received questioning the commission's ability to go into adjudicative session for the purpose of reaching a decision in a quasi-judicial matter. He then noted the commission understands that they are in fact allowed to go into adjudicative session despite the objection.

Vice Chair Ruffner asked Commissioner Gillham if she had an opportunity to fully review the record in this matter and if after the review does she feels confident that she has sufficient information and understanding of the cast to vote on the matter. Commissioner Gillham replied that she did.

Commissioner Brantley requested to be recused from this matter due to a potential conflict of interest. Vice Chair Ruffner excused Commission Brantley from this matter.

Hearing no other preliminary matters raised, Vice Chair Ruffner brought the matter back to the commission for a motion.

MOTION: Commissioner Morgan moved, seconded by Commissioner Fikes to go into adjudicative session at the close of the hearing and after deliberating the CIRI matter and requested that Borough Attorney Sean Kelley and Planning Administrative Assistant Ann Shirnberg join the commission for the session.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	7	Recused	1	Vacant	6	
Yes	Bentz	z, Fikes, Gil	lham, l	Martin, M	lorgan	, Ruffner, Venuti
Recused	Brant	tley				

Vice Chair Ruffner informed those members of the public in attendance that the written decision in the form of a resolution will be subject to a public vote of the body at the planning commission's next regular meeting scheduled for February 14, 2022. He then excused the public from the meeting.

The commission went into adjudicative session at 7:45 PM.

ADJOURNMENT 10:48 PM

Ann E. Shirnberg Administrative Assistant

KENAI PENINSULA BOROUGH PLANNING COMMISSION RESOLUTION 2022-08 KENAI RECORDING DISTRICT

A resolution granting modification to a conditional land use permit for a material site to allow for additional excavation are on property described as the East ½, the East ½ of the West ½, and the Northwest ¼ of the Northwest ¼, of Section 16, Township 5 North, Range 8 West, Seward Meridian, Alaska, excluding the Sterling Highway right-of-way

(DECISION ON REMAND)

- WHEREAS, the KPB Planning Commission approved PC Resolution 2017-08 on March 27, 2017, which established a conditional land use permit for material extraction on KPB tax parcel ID# 065-081-18; and
- WHEREAS, on June 22, 2021, the applicant, Cook Inlet Region, Inc., submitted an application to modify the existing conditional land use permit by expanding the area for excavation by 61-acres south of the Sterling Highway within KPB Parcel 065-081-18; and
- WHEREAS, KPB Chapter 21.29.090 provides for the modification of material site permits when changes in operations approved in the original permit are proposed; and
- WHEREAS, notice of the application was mailed on June 22, 2021, to the 255 landowners or leaseholders of the parcels within one-half mile of the subject parcels pursuant to KPB 21.25.060; and
- WHEREAS, public notice of the application was published in the July 1, 2021 and July 8, 2021, issues of the Peninsula Clarion; and
- WHEREAS, public notice was sent to the postmaster in Sterling requesting that it be posted at the post office; and
- WHEREAS, a public hearing of the Planning Commission was held on July 12, 2021; and
- WHEREAS, the Planning Commission's decision was appealed to a hearing officer pursuant to KPB 21.20; and
- WHEREAS, by stipulation of the parties on appeal the matter was remanded to the Planning Commission to review its decisions and findings in light of the superior court's decision in *Bilben, et al., v. Beachcomber, LLC, et al*; and
- WHEREAS, the Planning Commission recognizes that compliance with the mandatory conditions in KPB 21.29.050, as detailed in the findings, does not necessarily mean that the application meets the standards contained in the KPB 21.29.040.
- WHEREAS, at its regularly scheduled meeting on January 10, 2022, the Planning Commission unanimously voted to deliberate this matter on remand during a special meeting scheduled

for January 25, 2022 and, through staff, provided email notice to all parties to the appeal in this matter; and

- WHEREAS, the Planning Commission recognizes that it may "approve, modify, or disapprove" a permit application pursuant to KPB 21.25.050 and pursuant to the standards specific to material sand, gravel or material sites under KPB 21.29.040; and
- WHEREAS, on January 25, 2022, at its special meeting, the Planning Commission deliberated this matter on remand;
- WHEREAS, the special meeting on January 25, 2022 was open to the public but public hearing was not reopened and new evidence was not allowed; and
- WHEREAS, this decision on remand rescinds, revokes and replaces Planning Commission Resolution 2021-26; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

- **SECTION 1.** That PC Resolution 2021-26 is hereby revoked and replaced by this decision.
- **SECTION 2.** That the Planning Commission makes the following findings of fact pursuant to KPB 21.25 and 21.29:

Findings of Fact

- 1. Procedural Findings.
 - a. KPB 21.25 allows for land in the rural district to be used as a sand, gravel or material site once a permit has been obtained from the Kenai Peninsula Borough.
 - b. KPB 21.29 governs material site activity within the rural district of the Kenai Peninsula Borough.
 - c. On March 27, 2017, the Planning Commission passed resolution 2017-08, which approved a conditional land use permit to Cook Inlet Region, Inc., for material extraction on KPB tax parcel #065-081-18.
 - d. On June 22, 2021, Cook Inlet Region, Inc., submitted to the KPB Planning Department an application to modify its existing conditional land use permit for parcel #065-081-18 to add an additional 61-acre excavation area.
 - e. The submitted application with its associated documents was reviewed by staff for compliance with the application requirements of KPB 21.29.030. Staff determined that the application was complete and scheduled the application for a public hearing.
 - f. A public hearing of the planning commission was held on July 12, 2021, and notice of the application was mailed on June 22, 2021, to the 255 landowners or leaseholders of the parcels within one-half mile of the subject parcels. Public notice was sent to the postmaster in Sterling requesting that it be posted at the Post Office. Public notice of the application was scheduled for publication in the July 1, 2021, & July 8, 2021, issues of the Peninsula Clarion.
 - g. That pursuant to the Order for Remand issued by Administrative Law Judge Rebecca Kruse on December 6, 2021, the Planning Department should augment the record in this matter by providing a list identifying the landowners within the notification radius.
- 2. *Parcel boundaries.* KPB 21.29.050(A)(1) provides that all boundaries of the subject parcel shall be staked at sequentially visible intervals where parcel boundaries are within 300 feet of the excavation perimeter.
 - a. Permit condition number 1 requires the placement of stakes. Borough staff has inspected the proposed site. With the original permit, the property boundaries near

proposed excavation areas in the original permit were flagged.

- 3. *Buffer zone*. KPB 21.29.050(A)(2) provides that a buffer zone shall be maintained around the excavation perimeter or parcel boundaries.
 - a. Permit condition number 2 requires that the permittee maintain the following buffers for each excavation area identified on the site plan that will provide visual and noise screening to adjacent properties:
 - 50 feet of undisturbed natural vegetation with additional 6-foot earthen berms around the expanded 61-acre excavation area.
- 4. *Processing*. KPB 21.29.050(A)(3) provides that any equipment which conditions or processes material must be operated at least 300 feet from the parcel boundaries.
 - a. The original permit site plan indicates a 4.8-acre processing area that is located greater than 300 feet from the parcel boundaries. Borough staff will regularly monitor the material site to ensure compliance with this setback requirement.
- 5. *Water source separation.* KPB 21.29.050(A)(4) provides that all permits shall be issued with a condition that prohibits any material extraction within 100 horizontal feet of any water source existing prior to original permit issuance. Excavation within the water table shall not be within 300 feet of a water source. There shall be no dewatering by either pumping, ditching or some other form of draining without an exemption from the planning commission. In the event an exemption is granted, the contractor must post a bond for liability for potential accrued damages.
 - a. The site plan shows no wells within 300 feet of an excavation area.
 - b. Borough staff will regularly monitor the material site to ensure compliance with the twofoot vertical separation from the water table requirement.
 - c. KPB 21.29.050(A)(5) provides that excavation in the water table greater than 300 horizontal feet of a water source may be permitted with the approval of the planning commission. This modification does not seek an exemption to excavate within the water table.
- 6. *Waterbodies.* KPB 21.29.050(A)(6) provides that an undisturbed buffer shall be left and no earth material extraction activities shall take place within 100 linear feet from a lake, river, stream, or other water body, including riparian wetlands and mapped floodplains. In order to prevent discharge, diversion, or capture of surface water, an additional setback from lakes, rivers, anadromous streams, and riparian wetlands may be required.
 - a. There are no water bodies within 100 feet of the proposed extraction.
- 7. Protection against physical damage to other properties. Fuel storage. KPB 21.29.050(A)(7) provides that fuel storage for containers larger than 50 gallons shall be contained in impermeable berms and basins capable of retaining 110 percent of storage capacity to minimize the potential for uncontained spills or leaks. Fuel storage containers 50 gallons or smaller shall not be placed directly on the ground, but shall be stored on a stable impermeable surface.
- 8. *Roads.* KPB 21.29.050(A)(8) provides that operations shall be conducted in a manner so as not to damage borough roads.
 - a. The original permit indicates that the material site haul route is Deniigi Way and Kenai Keys Road to Sterling Highway. The modified site plan also indicates a new secondary access directly to Sterling Highway. The permittee must provide dust suppression to the portion of the haul route that is located on site.
- 9. Subdivision. KPB 21.29.050(A)(9) provides that any further subdivision or return to acreage of a parcel subject to a conditional land use or counter permit requires the permittee to amend their permit. Borough planning staff reviews all subdivision plats submitted to the Borough to ensure compliance with this requirement.
- 10. *Dust control.* KPB 21.29.050(A)(10) provides that dust suppression is required on haul roads within the boundaries of the material site by application of water or calcium chloride. If Borough staff becomes aware of a violation of this requirement, action will be taken to ensure compliance.
- 11. *Hours of operation*. KPB 21.29.050(A)(11) provides that rock crushing equipment shall not be operated between 10:00 p.m. and 6:00 a.m.

- 12. *Reclamation.* KPB 21.29.050(A)(12) provides that reclamation shall be consistent with the reclamation plan approved by the planning commission. The applicant shall post a bond to cover the anticipated reclamation costs in an amount to be determined by the planning director. This bonding requirement shall not apply to sand, gravel or material sites for which an exemption from state bond requirements for small operations is applicable pursuant to AS 27.19.050.
 - a. No modification of the reclamation plan was proposed. As in the original permit, the permittee shall reclaim the site as described in the reclamation plan for this parcel with the addition of the requirements contained in KPB 21.29.060(C3) and as approved by the planning commission. Borough staff will inspect the material site once the reclamation has been completed to ensure compliance with the reclamation plan.
- 13. Other permits. KPB 21.29.050(A)(13) provides that permittee is responsible for complying with all other federal, state and local laws applicable to the material site operation, and abiding by related permits.
 - a. Any violation federal, state or local laws, applicable to the material site operation, reported to or observed by Borough staff will be forwarded to the appropriate agency for enforcement.
- 14. *Voluntary permit conditions.* KPB 21.29.050(A)(14) provides that conditions may be included in the permit upon agreement of the permittee and approval of the planning commission.
 - a. In addition to the 50-foot vegetation buffer, 6-foot earthen berms will be placed around the 61-acre expanded extraction area.
- 15. Signage. KPB 21.29.050(A)(15) provides that for permitted parcels on which the permittee does not intend to begin operations for at least 12 months after being granted a conditional land use permit, the permittee shall post notice of intent on parcel corners or access.
- 16. Borough staff will inspect the material site to ensure compliance with all conditions and requirements applicable to this CLUP.
- 17. The proposed extraction meets material site standard 21.29.040(A1), "Protects against the lowering of water sources serving other properties", as evidenced by:
 - a. Permit condition number 6 requires that the permittee not extract material within 100 horizontal feet of any water source existing prior to issuance of this permit.
 - b. The submitted site plan shows several wells located within 300 feet of the parcel boundaries but none within 100 feet of the proposed excavation area.
 - c. Permit condition number 7 requires that the permittee maintain a 2-foot vertical separation from the seasonal high-water table.
 - d. The permit does not allow the applicant to dewater either by pumping, ditching or any other form of draining.
- 18. The proposed extraction meets material site standard 21.29.040(A2); "Protects against physical damage to other properties".
 - a. There is no evidence in the record to indicate that physical damage will occur to any other properties as a result of the operations of a material site at this location.
 - b. Condition number 5 provides that the permittee shall not operate any equipment which conditions or processes material within 300 feet of the property boundaries.
- 19. The proposed extraction meets material site standard 21.29.040(A3); "Minimizes off-site movement of dust", as evidenced by:
 - a. Permit condition number 12 requires that the permittee provide dust suppression on haul roads within the boundaries of the material site by application of water or calcium chloride.
- 20. The proposed extraction meets material site standard 21.29.040(A4); "Minimizes noise disturbance to other properties" as evidenced by:
 - a. Permit condition number 2 requires that the permittee maintain the following buffers that will minimize, or reduce, the noise disturbance to other properties:
 - Northern, southern, eastern and western boundaries 50 feet of undisturbed natural vegetation. The addition of a 6-foot earthen berm around the perimeter for the 61acre expanded extraction area.
 - These buffers shall not overlap an easement.
 - b. Permit condition number 5 requires that the processing area be located greater than 300

feet from the property boundaries.

- c. Permit condition number 19 requires that the permittee shall not operate rock crushing equipment between the hours of 10:00 p.m. and 6:00 a.m.
- 21. The proposed extraction meets material site standard 21.29.040(A5); "Minimizes visual impacts" as evidenced by permit condition number 2 that requires that the permittee maintain the following buffers that will minimize, or reduce, the visual impacts to other properties:
 - a. Permit condition number 2 requires that the permittee maintain the following buffers that will minimize, or reduce, the noise disturbance to other properties:
 - Northern, southern, eastern and western boundaries 50 feet of undisturbed natural vegetation. The addition of a 6-foot earthen berm around the perimeter for the 61-acre expanded extraction area.

These buffers shall not overlap an easement.

- b. Permit condition number 5 requires that the processing area be located greater than 300 feet from the property boundaries.
- 22. The proposed extraction meets material site standard 21.29.040(A6); "Provides for alternate postmining land uses" as evidenced by:
 - a. The submitted application contains a reclamation plan as required by KPB 21.29.060.
 - b. Conditions 13 through 17 provide for reclamation and compliance with all applicable laws.
- **SECTION 3.** That based on the above findings, the Planning Commission concludes as a matter of law that the application has met all the requirements of KPB 21.25 and 21.29, and through imposition of the conditions under KPB 21.29.050 and as imposed by Section 5 below, the Planning Commission concludes as a matter of law that the application meets the six standards found in KPB 21.29.040:

Conclusions of Law

1. Material site standard 21.29.040(A1) is met:

The Planning Commission deems the conditions set forth above to be sufficient to protect against the lowering of water sources serving other properties.

2. Material site standard 21.29.040(A)(2) is met:

The Planning Commission deems the conditions set forth below, and pursuant to the above findings of facts, to be sufficient to protect against physical damage to other properties.

3. Material site standard 21.29.040(A)(3) is met: b

The Planning Commission deems the conditions set forth below, and pursuant to the above findings of fact, to be sufficient to minimize off-site movement of dust.

4. Material site standard 21.29.040(A)(4) is met:

The Planning Commission deems the conditions set forth below, and pursuant to the above findings of fact, to be sufficient to minimize noise disturbance; primarily through the buffer zone/noise screening and processing conditions as well as the condition that any rock crushing equipment will not be operated between 10:00 p.m. and 6:00 a.m.

5. Material site standard 21.29.040(A)(5) is met:

The Planning Commission deems the conditions set forth below, and pursuant to the above findings of fact, to be sufficient to minimize or reduce visual impacts, through the buffer zone/visual screening and processing conditions.

6. Material site standard 21.29.040(A)(6) is met:

The Planning Commission deems the conditions set forth below, and pursuant to the above findings of fact, to be sufficient to provide for alternate post-mining land uses and as provided in the reclamation plan.

SECTION 4. That the material site operations are described and shall be conducted as follows:

- A. A portion of KPB Tax Parcel Number 065-081-18. The expanded material site area overall within the parcel is approximately 131.7 acres.
- B. The East ½, the East ½ of the West ½, and the Northwest ¼ of the Northwest ¼, of Section 16, Township 5 North, Range 8 West, Seward Meridian, Alaska, excluding the Sterling Highway right-ofway.
- C. The applicant, Cook Inlet Region, Inc., proposes to:
 - 1. Extract gravel and sand from the subject parcel;
 - 2. Reclaim the site to a stable condition upon depletion of material.

SECTION 5. That the existing permit conditions are hereby replaced by the following:

PERMIT CONDITIONS

- 1. The permittee shall cause the boundaries of the subject parcel to be staked at sequentially visible intervals where parcel boundaries are within 300 feet of the excavation perimeter.
- 2. The permittee shall maintain the following buffers around the excavation perimeter or parcel boundaries as shown in the approved site plan:

Northern, southern, eastern, and western boundaries - 50 feet of undisturbed natural vegetation. The addition of a 6-foot earthen berm around the perimeter for the 61-acre expanded extraction area.

- These buffers shall not overlap an easement.
- 3. The permittee shall maintain a 2:1 slope between the buffer zone and pit floor on all inactive site walls. Material from the area designated for the 2:1 slope may be removed if suitable, stabilizing material is replaced within 30 days from the time of removal.
- 4. The permittee shall not allow buffers to cause surface water diversion which negatively impacts adjacent properties or water bodies.
- 5. The permittee shall not operate any equipment which conditions or processes material within 300 feet of the property boundaries.
- 6. The permittee shall not extract material within 100 horizontal feet of any water source existing prior to issuance of this permit.
- 7. The permittee shall maintain a 2-foot vertical separation from the seasonal high water table.
- The permittee shall maintain an undisturbed buffer, and no earth material extraction activities shall take place within 100 linear feet from a lake, river, stream, or other water body, including riparian wetlands and mapped floodplains.
- 9. The permittee shall ensure that fuel storage containers larger than 50 gallons shall be contained in impermeable berms and basins capable of retaining 110 percent of storage capacity to minimize the potential for uncontained spills or leaks. Fuel storage containers 50 gallons or smaller shall not be placed directly on the ground, but shall be stored on a stable impermeable surface.
- 10. The permittee shall conduct operations in a manner so as not to damage borough roads as required by KPB 14.40.175, and will be subject to the remedies set forth in KPB 14.40 for violation of this condition.
- 11. The permittee shall notify the planning department of any further subdivision or return to acreage of this property. Any further subdivision or return to acreage may require the permittee to amend this permit.
- 12. The permittee shall provide dust suppression on haul roads within the boundaries of the material site by application of water or calcium chloride.
- 13. The permittee shall reclaim the site as described in the reclamation plan for this parcel and as

approved by the planning commission.

- 14. The permittee shall post a bond to cover the anticipated reclamation costs in an amount to be determined by the planning director. This bonding requirement does not apply to sand, gravel or material sites for which an exemption from state bond requirements for small operations is applicable pursuant to AS 27.19.050.
- 15. The permittee is responsible for complying with all other federal, state and local laws applicable to the material site operation, and abiding by related permits. These laws and permits include, but are not limited to, the borough's flood plain, coastal zone, and habitat protection regulations, those state laws applicable to material sites individually, reclamation, storm water pollution and other applicable Environmental Protection Agency (EPA) regulations, clean water act and any other U.S. Army Corp of Engineer permits, any EPA air quality regulations, EPA and ADEC water quality regulations, EPA hazardous material regulations, U.S. Dept. of Labor Mine Safety and Health Administration (MSHA) regulations (including but not limited to noise and safety standards), and Federal Bureau of Alcohol, Tobacco and Firearm regulations regarding using and storing explosives.
- 16. The permittee shall operate in accordance with the application and site plan as approved by the planning commission. If the permittee revises or intends to revise operations so that they are no longer consistent with the original application, a permit modification is required in accordance with KPB 21.29.090.
- 17. This conditional land use permit is subject to review by the planning department to ensure compliance with the conditions of the permit. In addition to the penalties provided by KPB 21.50, a permit may be revoked for failure to comply with the terms of the permit or the applicable provisions of KPB Title 21. The borough clerk shall issue notice to the permittee of the revocation hearing at least 20 days but not more than 30 days prior to the hearing.
- 18. The modification does not change the effective date of the permit. The conditional land use permit is valid for five years from the effective date of the original permit. A written request for permit extension must be made to the planning department at least 30 days prior to permit expiration, in accordance with KPB 21.29.070.
- 19. Rock crushing equipment shall not be operated between 10:00 p.m. and 6:00 a.m.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH ON THIS______DAY OF______, 2022.

Robert Ruffner, Vice Chairperson Planning Commission

ATTEST:

Ann Shirnberg Administrative Assistant

PLEASE RETURN Kenai Peninsula Borough Planning Department 144 North Binkley St. Soldotna, AK 99669

KENAI PENINSULA BOROUGH PLANNING COMMISSION RESOLUTION 2022-07 HOMER RECORDING DISTRICT

A resolution denying a conditional land use permit to operate a sand, gravel, or material site for a parcel described as Tract B, McGee Tracts - Deed of Record Boundary Survey (Plat 80-104) - Deed recorded in Book 4, Page 116, Homer Recording District, State of Alaska.

(DECISION ON REMAND)

- **WHEREAS,** KPB 21.25 allows for land in the rural district to be used as a sand, gravel or material site once a permit has been obtained from the Kenai Peninsula Borough; and
- WHEREAS, KPB 21.25.040 provides that a permit is required for a sand, gravel or material site; and
- **WHEREAS**, KPB 21.29 provides that a conditional land use permit is required for material extraction which disturbs more than 2.5 cumulative acres; and
- WHEREAS, on June 4, 2018, the applicant, Beachcomber LLC, submitted a conditional land use permit (CLUP) application to the Borough Planning Department for KPB Parcel 169-010-67, which is located within the rural district; and
- WHEREAS, public notice of the application was mailed on June 22, 2018 to the 200 landowners or leaseholders of the parcels within one-half mile of the subject parcel pursuant to KPB 21.25.060; and
- WHEREAS, public notice of the application was published in the July 5, 2018 & July 12, 2018 issues of the Homer News; and
- **WHEREAS**, a public hearing of the Planning Commission was held on July 16, 2018 wherein the Planning Commission voted to deny the CLUP;
- **WHEREAS,** following an administrative appeal to a hearing officer, the matter was remanded to the Planning Commission;
- WHEREAS, on remand from the hearing officer, five additional public hearings were properly noticed and held on March 25, 2019, April 8, 2019, April 22, 2019, June 10, 2019, and July 24, 2019; and
- WHEREAS, notice of the public hearings was mailed to 203 landowners or leaseholders of the parcels within one-half mile of the subject parcel. Public notice was sent to the postmaster in Anchor Point requesting that it be posted at their location. Public notice was published in the Homer News all as described in Resolution 2018-23 that was eventually voted on at the Planning Commissions June 24, 2019 meeting; and
- WHEREAS, public comment was taken at all the public hearings but for the June 24, 0219 meeting where only the applicant was provided a final rebuttal opportunity after additional written

were provided to the Planning Commission after close of the public hearing on June 10, 2019; and

- **WHEREAS,** after the Planning Commission voted to approve the CLUP at its June 24, 2019 meeting the matter was appealed to a hearing officer and then to the Kenai Superior Court; and
- WHEREAS, on September 2, 2021, Kenai Superior Court Judge Gist remanded the matter back to the Planning Commission; and
- **WHEREAS,** the Kenai Superior Court's remand decision was subsequently appealed to the Superior Court which stayed any action before the Planning Commission on remand; and
- WHEREAS, on December 29, 2021, the Alaska Supreme Court denied Beachcomber, LLC's Petition for Review; and
- WHEREAS, the Planning Commission recognizes that compliance with the mandatory conditions in KPB 21.29.050, as detailed in the findings, does not necessarily mean that the application meets the standards contained in the KPB 21.29.040; and
- WHEREAS, at its regularly scheduled meeting on January 10, 2022, the Planning Commission unanimously voted to deliberate this matter on remand during a special meeting scheduled for January 25, 2022 and, through staff, provided email notice to all parties to the appeal in this matter; and
- WHEREAS, the Planning Commission reviewed the remand decision entered by Superior Court Judge Gist on appeal and understands that it has discretion to "approve, modify, or disapprove" a permit application pursuant to KPB 21.25.050 and pursuant to the standards specific to material sand, gravel or material sites under KPB 21.29.040; and
- WHEREAS, on January 25, 2022, at its special meeting, the Planning Commission deliberated this matter on remand; and
- WHEREAS, this decision on remand rescinds, revokes and replaces Planning Commission Resolution 2018-23;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

- **SECTION 1.** That PC Resolution 2018-23 is hereby revoked and replaced by this resolution.
- **SECTION 2.** That the Planning Commission makes the following findings of fact pursuant to KPB 21.25 and 21.29:

Findings of Fact

- 1. KPB 21.25 allows for land in the rural district to be used as a sand, gravel or material site once a permit has been obtained from the Kenai Peninsula Borough.
- 2. KPB 21.29 governs material site activity within the rural district of the Kenai Peninsula Borough.
- 3. On June 4, 2018 the applicant, Beachcomber LLC, submitted a conditional land use permit application to the Borough Planning Department for KPB Parcel 169-010-67, which is located within the rural district.
- 4. KPB 21.29 provides that a conditional land use permit is required for material extraction that disturbs more than 2.5 cumulative acres.
- 5. The proposed disturbed area is approximately 27.7 acres.

- 6. The submitted application with its associated documents was reviewed by staff for compliance with the application requirements of KPB 21.29.030. Staff determined that the application was complete and scheduled the application for a public hearing.
- 7. A public hearing of the Planning Commission was first held on July 16, 2018 and notice of the meeting was published, posted, and mailed in accordance with KPB 21.25.060 and KPB 21.11.
- 8. Five additional public hearings were held on March 25, 2019, April 8, 2019, April 22, 2019, June 10, 2019, and June 24, 2019. Notice of the meetings was published, posted, and mailed in accordance with KPB 21.25.060 and KPB 21.11.
- 9. This application has been heard twice on remand, once after a hearing officer remand and then again after a superior court remand.
- 10. The site plan indicates that the processing area is 300 feet from the south and east property lines and is greater than 300 feet from the west property line. A waiver was requested from the north property line.
- 11. The site plan shows the proposed processing area being 200 feet south of Parcel 169-022-08, which is undeveloped. Parcel 169-022-04 is developed and located within 300 feet of the proposed processing area; this parcel is owned by the applicant's daughter.
- 12. At the June 10, 2019 hearing, the applicant volunteered to utilize a moving, or rolling, berm rather than a stationary berm. The berms will be placed near the active excavation area to be moved as the extraction area and reclaimed areas expand.
- 13. At the June 10, 2019 hearing, the applicant volunteered to operate his equipment onsite with multi-frequency (white noise) back-up alarms rather than traditional (beep beep) back-up alarms.
- 14. If granted, the Planning Commission would have imposed every mandatory condition under code and pursuant to KPB 21.29.050. The Applicant also offered two voluntary conditions related to rolling berms and white noise back-up alarms. Nonetheless, as outlined below the Planning Commission finds that even when all the conditions are imposed under KPB 21.29.050, the modification application does not meet the applicable standards under KPB 21.29.040.
- 15. In a letter dated March 21, 2019, the Alaska DOT&PF expressed concerns on the suitability of the landing and staging at the intersection of Danver Street and the impacts to state owned Anchor River Road, and Alaska DOT&PF objects to the application for permit if the KPB does not commit to pavement repair in Anchor River Road in the event of damage.
- 16. In a letter dated May 1, 2019, the Alaska DPOR suggested the Planning Commission consider impacts from noise, dust and safety to the nearby Anchor River State Recreational Area.
- 17. This modification does not meet material site standard 21.29.040(A4); "Minimizes noise disturbance to other properties" as evidenced by:
 - a. Topography of the site, as a natural amphitheater with surrounding bluffs, makes noise minimization and disturbance to upslope neighboring properties unfeasible with proposed existing natural buffers and proposed placement of barriers.
 - b. For the remaining southern and eastern property boundaries, where the vegetation was previously removed, a 50-foot buffer will not reduce the sound level for the adjacent properties.
- 18. This modification does not meet material site standard 21.29.040(A5); "Minimizes visual impacts" as evidenced by:
 - a. Topography of the site, existing natural vegetation and surrounding land uses, prevents screening or minimization of visual impacts to upslope neighboring properties.
 - b. Elevation data from LiDAR of east boundary demonstrates no feasible visual screening methods for multiple property owners.
- **SECTION 3.** That based on the above findings, the Planning Commission concludes as a matter of law that the application has met all the requirements of KPB 21.25 and KPB 21.29; notwithstanding, even after imposition of the conditions under KPB 21.29.050, and in accordance with the above findings of fact, the Planning Commission concludes as a matter of law that the application does not meets [two] of the standards found in KPB 21.29.040:

SECTION 4. That the material site conditional land use application filed by Beachcomber, LLC is denied.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH ON THIS______ DAY OF______, 2022.

Robert Ruffner, Vice Chairperson Planning Commission

ATTEST:

Ann Shirnberg Administrative Assistant

PLEASE RETURN Kenai Peninsula Borough Planning Department 144 North Binkley St. Soldotna, AK 99669 Tract changes submitted by Commissioner Bentz on 02-08-2022

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KENAI PENINSULA BOROUGH PLANNING COMMISSION RESOLUTION 2022-07 HOMER RECORDING DISTRICT

A resolution <u>denyinggranting</u> a conditional land use permit to operate a sand, gravel, or material site for a parcel described as Tract B, McGee Tracts - Deed of Record Boundary Survey (Plat 80-104) - Deed recorded in Book 4, Page 116, Homer Recording District, State of Alaska.

(DECISION ON REMAND)

WHEREAS,	KPB 21.25 allows for land in the rural district to be used as a sand, gravel or material site once a permit has been obtained from the Kenai Peninsula Borough; and	
WHEREAS,	KPB 21.25.040 provides that a permit is required for a sand, gravel or material site; and	
WHEREAS,	KPB 21.29 provides that a conditional land use permit is required for material extraction which disturbs more than 2.5 cumulative acres; and	
WHEREAS,	on June 4, 2018, the applicant, Beachcomber LLC, submitted a conditional land use permit (CLUP) application to the Borough Planning Department for KPB Parcel 169-010-67, which is located within the rural district; and	
WHEREAS,	public notice of the application was mailed on June 22, 2018 to the 200 landowners or leaseholders of the parcels within one-half mile of the subject parcel pursuant to KPB 21.25.060; and	
WHEREAS,	public notice of the application was published in the July 5, 2018 & July 12, 2018 issues of the Homer News; and	
WHEREAS,	a public hearing of the Planning Commission was held on July 16, 2018 wherein the Planning Commission voted to deny the CLUP;	
WHEREAS,	following an administrative appeal to a hearing officer, the matter was remanded to the Planning Commission;	
WHEREAS,	on remand from the hearing officer, five additional public hearings were properly noticed and held on March 25, 2019, April 8, 2019, April 22, 2019, June 10, 2019, and July 24, 2019; and	
WHEREAS,	notice of the public hearings was mailed to 203 landowners or leaseholders of the parcels within one-half mile of the subject parcel. Public notice was sent to the postmaster in Anchor Point requesting that it be posted at their location. Public notice was published in the Homer News all as described in Resolution 2018-23 that was eventually voted on at the Planning Commissions June 24, 2019 meeting; and	
WHEREAS,	public comment was taken at all the public hearings but for the June 24, 0219 meeting where only the applicant was provided a final rebuttal opportunity after additional written	

Kenai Peninsula Borough Planning Commission Resolution 2022-XX

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were provided to the Planning Commission after close of the public hearing on June 10, 2019; and

- WHEREAS, after the Planning Commission voted to approve the CLUP at its June 24, 2019 meeting the matter was appealed to a hearing officer and then to the Kenai Superior Court; and
- WHEREAS, on September 2, 2021, Kenai Superior Court Judge Gist remanded the matter back to the Planning Commission; and
- WHEREAS, the Kenai Superior Court's remand decision was subsequently appealed to the Superior Court which stayed any action before the Planning Commission on remand; and
- WHEREAS, on December 29, 2021, the Alaska Supreme Court denied Beachcomber, LLC's Petition for Review; and
- WHEREAS, the Planning Commission recognizes that compliance with the mandatory conditions in KPB 21.29.050, as detailed in the findings, does not necessarily mean that the application meets the standards contained in the KPB 21.29.040; and
- WHEREAS, at its regularly scheduled meeting on January 10, 2022, the Planning Commission unanimously voted to deliberate this matter on remand during a special meeting scheduled for January 25, 2022 and, through staff, provided email notice to all parties to the appeal in this matter; and
- WHEREAS, the Planning Commission reviewed the remand decision entered by Superior Court Judge Gist on appeal and understands that it has discretion to "approve, modify, or disapprove" a permit application pursuant to KPB 21.25.050 and pursuant to the standards specific to material sand, gravel or material sites under KPB 21.29.040; and
- WHEREAS, on January 25, 2022, at its special meeting, the Planning Commission deliberated this matter on remand; and
- WHEREAS, this decision on remand rescinds, revokes and replaces Planning Commission Resolution 2018-23;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

- SECTION 1. That PC Resolution 2018-23 is hereby revoked and replaced by this resolution.
- **SECTION 2.** That the Planning Commission makes the following findings of fact pursuant to KPB 21.25 and 21.29:

Findings of Fact

- 1. KPB 21.25 allows for land in the rural district to be used as a sand, gravel or material site once a permit has been obtained from the Kenai Peninsula Borough.
- 2. KPB 21.29 governs material site activity within the rural district of the Kenai Peninsula Borough.
- On June 4, 2018 the applicant, Beachcomber LLC, submitted a conditional land use permit application to the Borough Planning Department for KPB Parcel 169-010-67, which is located within the rural district.
- 4. KPB 21.29 provides that a conditional land use permit is required for material extraction that disturbs more than 2.5 cumulative acres.
- 5. The proposed disturbed area is approximately 27.7 acres.

Kenai Peninsula Borough Planning Commission Resolution 2022-XX

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- 6. The submitted application with its associated documents was reviewed by staff for compliance with the application requirements of KPB 21.29.030. Staff determined that the application was complete and scheduled the application for a public hearing.
- A public hearing of the Planning Commission was first held on July 16, 2018 and notice of the meeting was published, posted, and mailed in accordance with KPB 21.25.060 and KPB 21.11.
- Five additional public hearings were held on March 25, 2019, April 8, 2019, April 22, 2019, June 10, 2019, and June 24, 2019. Notice of the meetings was published, posted, and mailed in accordance with KPB 21.25.060 and KPB 21.11.
- This application has been heard twice on remand, once after a hearing officer remand and then again after a superior court remand.
- 10. The site plan indicates that the processing area is 300 feet from the south and east property lines and is greater than 300 feet from the west property line. A waiver was requested from the north property line.
- 11. The site plan shows the proposed processing area being 200 feet south of Parcel 169-022-08, which is undeveloped. Parcel 169-022-04 is developed and located within 300 feet of the proposed processing area; this parcel is owned by the applicant's daughter.
- 12. At the June 10, 2019 hearing, the applicant volunteered to utilize a moving, or rolling, berm rather than a stationary berm. The berms will be placed near the active excavation area to be moved as the extraction area and reclaimed areas expand.
- 13. At the June 10, 2019 hearing, the applicant volunteered to operate his equipment onsite with multi-frequency (white noise) back-up alarms rather than traditional (beep beep) back-up alarms.
- 14. If granted, the Planning Commission would have imposed every mandatory condition under code and pursuant to KPB 21.29.050. The Applicant also offered two voluntary conditions related to rolling berms and white noise back-up alarms. Nonetheless, as outlined below the Planning Commission finds that even when all the conditions are imposed under KPB 21.29.050, the modification application does not meet the applicable standards under KPB 21.29.040.
- 15. DOT Letter of concerns (R563-VOL 2) & DNR State Parks (R725 VOL 2)In a letter dated March 21, 2019, the Alaska DOT&PF expressed concerns on the suitability of the landing and staging at the intersection of Danver Street and the impacts to state owned Anchor River Road, and Alaska DOT&PF objects to the application for permit if the KPB does not commit to pavement repair in Anchor River Road in the event of damage.
- 15.16. In a letter dated May 1, 2019, the Alaska DPOR suggested the Planning Commission consider impacts from noise, dust and safety to the nearby Anchor River State Recreational Area.
- 16.17. This modification does not meet material site standard 21.29.040(A4); "Minimizes noise disturbance to other properties" as evidenced by:
 - a. Topography of the property settingthe site, as a natural amphitheater with surrounding bluffs, makes noise minimization and disturbance to other upslope neighboring properties unfeasible with proposed existing natural buffers and proposed placement of barriers.
 - b. For the remaining southern and eastern property boundaries, where the vegetation was previously removed, a 50-foot buffer will not reduce the sound level for the adjacent properties.
- 17.18. This modification does not meet material site standard 21.29.040(A5); "Minimizes visual impacts" as evidenced by:
 - a. Topography of the property settingsite, existing natural vegetation -and surrounding land uses, with many adjacent landowners located at a higher elevation, prevents screening or minimization of visual impacts to upslope neighboring properties.
 - <u>Elevation data from Lidar-imageryLiDAR</u> of east boundary demonstrates no <u>feasible</u> visual screening <u>methods</u> for multiple property owners.
- **SECTION 3.** That based on the above findings, the Planning Commission concludes as a matter of law that the application has met all the requirements of KPB 21.25 and KPB 21.29; notwithstanding, even after imposition of the conditions under KPB 21.29.050, and in accordance with the above findings of fact, the Planning Commission concludes as a matter

Kenai Peninsula Borough Planning Commission Resolution 2022-XX

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of law that the application does not meets [two] of the standards found in KPB 21.29.040: **SECTION 4.** That the material site conditional land use application filed by Beachcomber, LLC is denied. ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH ON THIS______DAY OF______, 2022.

> Blair J. Martin, Chairperson Planning Commission

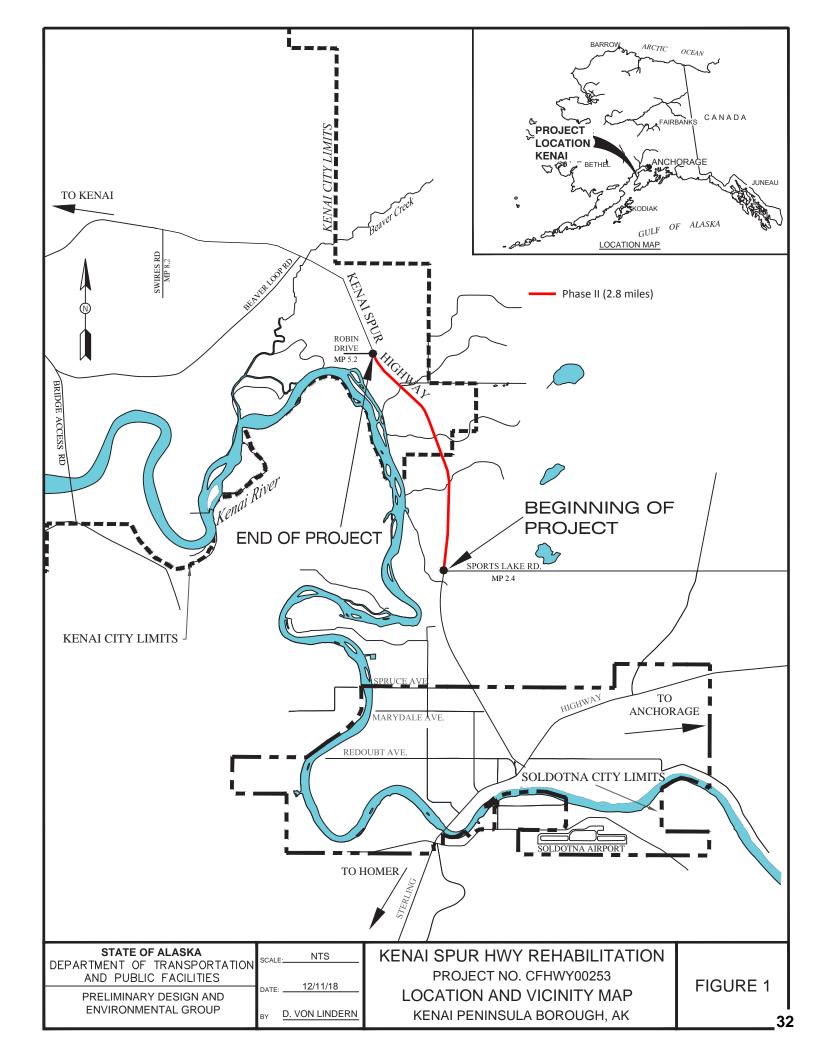
ATTEST:

Ann Shirnberg Administrative Assistant

PLEASE RETURN Kenai Peninsula Borough Planning Department 144 North Binkley St. Soldotna, AK 99669

Kenai Peninsula Borough Planning Commission Resolution 2022-XX

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Aerial Map - 2021



Conditional Use Permit Anadromous Waters Habitat Protection District Staff Report

KPB File No.	2022-05
Planning Commission Meeting:	February 14, 2022
Applicant	Alaska Department of Transportation
Mailing Address	PO Box 196900
	Anchorage, AK 99519-9600
Legal Description	n/a
Physical Address	MP 4 Kenai Spur Highway
KPB Parcel Number	n/a

Project Description

A Conditional Use Permit is sought pursuant to KPB 21.18 for the construction of a fish passage culvert at MP 4 of the Kenai Spur Highway, within the 50-foot Habitat Protection District of Unnamed Stream 3 (AWC 244-30-10010-2031), as established in KPB 21.18.040.

Background Information

Alaska Department of Transportation (ADOT) is moving forward with the final phase of the Kenai Spur Highway Rehabilitation project that will facilitate two travel lanes in either direction with a center two-way left turn lane. Phase I, completed in 2020, rehabilitated the Kenai Spur Highway from MP 5 to MP 8, and was approved by the Planning Commission on May 8, 2017 through Resolution 2017-11. Phase II will rehabilitate the Kenai Spur Highway from MP 2.4 to MP 5. This project crosses one borough-managed stream at MP 4, referred to as Unnamed Stream 3 (AWC 244-30-10010-2031).

Project Details within the 50-foot Habitat Protection District

- 1. Reconstruct the Kenai Spur Highway between Sports Lake Road and Robin Drive to facilitate two travel lanes in either direction with a center two-way left turn lane.
- 2. Replace the existing 36-inch-diameter culvert with a 108-inch-diameter by 288-foot-long culvert that will be installed approximately 30 feet to the south and embedded at least 42 inches in stream substrate material.
- 3. From the new outlet, a new 23-foot-long channel will be established to tie back into the stream.
- 4. The culvert crossing has been designed to meet Tier I fish passage criteria in accordance with the DOT&PF/ADF&G Memorandum of Agreement for Designing, Permitting, and Construction of Culverts for Fish Passage.
- 5. Work in the Habitat Protection District will consist of excavating 129 cubic yards of native material and replacing with 378 cubic yards of fill and riprap above Ordinary High Water.
- 6. An additional 876 cubic yards of riprap will be placed inside the culvert, and riprap voids will be filled with a mixture of sand, gravel, and cobble.

- 7. Impacts to wetlands within and adjacent to the Habitat Protection District includes: vegetation clearing; excavation of unsuitable native material; and the permanent placement of 15,522 cubic yards of material to widen the roadway and realign the pedestrian pathway.
- 8. Native vegetation will be salvaged to the maximum extent possible for use in revegetating the banks of the newly established channel. Any remaining disturbed areas will be covered in clean fill, topsoil and seeded to specifications found in the Department of Natural Resources' *A Revegetation Manual for Alaska*.

Findings of fact pursuant to KPB 21.18.081 Conditional Use Permit

- 1. Portions of this proposed project are within the 50-foot habitat protection district as defined by KPB 21.18.040.
- 2. Pursuant to KPB 21.18.081(B)(5), Transportation and utility infrastructure may be approved as a conditional structure/use within the habitat protection district.
- 3. The purpose of the proposed project is to extend the service life of the facility, enhance transportation capacity, and enhance overall safety of the Kenai Spur Highway, supported by KPB 21.18.010(G).
- 4. The culvert crossing has been designed to meet Tier I fish passage criteria in accordance with the DOT&PF/ADF&G Memorandum of Agreement for Designing, Permitting, and Construction of Culverts for Fish Passage, which will lead to an improvement of fish passage and fish habitat at the site, supported by KPB 21.18.020(E).
- 5. Pursuant to 21.18.081(D) General Standards, staff finds that the proposed project meets the five general standards.
- 6. Pursuant to KPB 21.18.020(A), this chapter was established to protect and preserve the stability of anadromous fish through controlling shoreline alterations and disturbances along anadromous waters and to preserve nearshore habitat.
- 7. Pursuant to KPB 21.18.20(B)(5), one purpose of this chapter was established to separate conflicting land uses.
- 8. Pursuant to KPB 21.06.081(D)(3), the proposed work will occur within the ADOT right-of-way and shall not have an adverse effect on adjoining properties.
- 9. Pursuant to KPB 21.18.081(D)(4), the proposed use or structure is water-dependent. Kenai Peninsula Borough Planning Commission Resolution 2015-35 defines water-dependent as:

"...a use or structure located on, in or adjacent to water areas because the use requires access to the waterbody. The definition is applicable to facilities or activities that must be located at or near the shoreline and within the 50-foot buffer. An activity is considered water dependent if it is dependent on the water as part of the intrinsic nature of its operation. Examples of water dependent facilities may include, but are not limited to, piers, boat ramps, and elevated walkways."

- 10. The River Center found the application complete and scheduled a public hearing for February 14, 2022.
- 11. Agency review was distributed on January 15, 2022. No comments or objections have been received from resource agencies to date.
- 12. Pursuant to KPB 21.11.030, public notice was mailed to all property owners within a radius of 300 feet of the project on January 24, 2022. A total of 15 mailings were sent.
- 13. Pursuant to KPB 21.11.020, public notice was published in the Peninsula Clarion on February 2, 2022 and February 9, 2022.
- 14. The applicant is currently in compliance with Borough permits and ordinances.

Permit Conditions

1. A temporary silt fence will be installed prior to ground disturbance and stream work to minimize erosion and sediment discharge to the stream during culvert installation and associated work.

- 2. A Storm Water Pollution Prevention Plan (SWPPP) has been developed and Best Management Practices will be implemented to minimize erosion and sedimentation of adjacent water bodies during construction.
- 3. Temporary stream diversions will be constructed using the method most practicable, subject to approval by ADOT&PF and resource agencies.
- 4. Temporary erosion and sediment control measures such as fiber rolls and temporary seeding will be used as necessary to stabilize disturbed soils until final stabilization is achieved.
- 5. Any temporary fill placed to facilitate installation of culverts, including stream diversions, would be removed upon project completion and revegetated.
- 6. All bank cuts, slopes, fills, or other exposed earthworks attributable to this project shall be stabilized to prevent erosion, both during and after construction.
- 7. Construction techniques and best management practices shall be utilized to ensure that land disturbing activities do not result in runoff or sedimentation to Unnamed Stream 3 (AWC 244-30-10010-2031).
- 8. The permittee shall minimize damage to all vegetation and shall revegetate all disturbed areas with native vegetation.
- 9. For each tree removed, two seedlings less than 5.5-feet tall of a species native to the region will be planted within the 50-foot HPD.
- 10. Storage or use of fuel is prohibited within 50-feet of any open water.
- 11. The River Center shall be notified at least 3 days prior to the start of the project.
- 12. If changes to the approved project described above are proposed prior to or during its siting, construction, or operation, the permittee is required to notify the River Center to determine if additional approval is required.
- 13. The permittee shall be held responsible for the actions of the contractors, agents, or others who perform work to accomplish the approved plan.
- 14. Applicant requests that the permit be valid through October 31, 2023. Prior to its expiration date and upon written request, the Planning Director may grant a Conditional Use Permit extension for 12 months (KPB 21.18.081 (H)).
- 15. In addition to the penalties provided by KPB 21.18.110, and pursuant to KPB 21.50, the permit may be revoked if the permittee fails to comply with the provisions of this chapter or the terms and conditions of a permit issued under this chapter. The Borough Clerk shall provide at least 15 day's written notice to the permittee of a revocation hearing before the hearing officer (KPB 21.18.082).
- 16. The permittee shall comply with the terms, conditions and requirements of the Kenai Peninsula Borough Code of Ordinances Chapter 21.18, and any regulations adopted pursuant to this chapter.
- 17. The permittee is responsible for abiding by all other federal, state, and local laws, regulations, and permitting requirements applicable to the project (KPB 21.18.081 (G)).

General Standards

Pursuant to 21.18.081(D) General Standards, the following standards shall be met before conditional use approval may be granted:

- 1. The use or structure will not cause significant erosion, sedimentation, damage within the habitat protection district, an increase in ground or surface water pollution, and damage to riparian wetlands and riparian ecosystems; Findings 4, 6 and Conditions 1 9 appear to support this standard.
- 2. Granting of the conditional use shall be consistent with the purposes of this chapter, the borough comprehensive plan, other applicable chapters of the borough Code, and other applicable planning documents adopted by the borough; **Findings 1 4, 6, 10 14 appear to support this standard.**
- 3. The development of the use or structure shall not physically damage the adjoining property; Finding 8 appears to support this standard.
- 4. The proposed use or structure is water-dependent; Findings 1 3, 6, 9 appear to support this standard.

5. Applicant's or owner's compliance with other borough permits and ordinance requirements. **Finding 14** appears to support this standard.

Attachments

Multi-Agency Application Draft Resolution 2022-05

Staff Recommendation

Staff finds that the proposed project meets the five general standards of KPB 21.18.081 and recommends that the Planning Commission grant a Conditional Use Permit subject to the conditions as set forth in PC Resolution 2022-05.

Note: An appeal of a decision of the Planning Commission may be filed to the Hearing Officer, in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances, Chapter 21.20.250. An appeal must be filed with the Borough Clerk within 15 days of date of the notice of the decision using the proper forms and be accompanied by the filing and records preparation fee.

END OF STAFF REPORT



Department of Transportation and Public Facilities

DESIGN & ENGINEERING SERVICES PRELIMINARY DESIGN & ENVIRONMENTAL

> PO Box 196900 Anchorage, Alaska 99519-6900 Main: 907.269.0542 Toll Free: 800.770.5263 TDD: 907.269.0473

December 20, 2021

Project: Kenai Spur Highway Rehabilitation, Sports Lake Road to Swires Road – Phase II Project No.: 0221(019)/CFHWY00253

Samantha Lopez Kenai River Center Manager 514 Funny River Road Soldotna, AK 99669

Re: Multi-Agency Permit Application

Dear Ms. Lopez:

The Alaska Department of Transportation and Public Facilities (DOT&PF) has assumed the responsibilities of the Federal Highway Administration under 23 U.S.C. 327 and is requesting authorization to conduct work within 50-feet of and below ordinary high water (OHW) of the waterbodies listed in Table 1.

			v	
Stream Name	ADF&G AWC Code	Location	River Mile	Anadromous Species and Use
Unnamed Stream 2	N/A	MP 3.5	0.5	N/A; Uncatalogued resident fish stream
Unnamed Stream 3	244-30-10010-2031	MP 4.0	0.5	Rearing habitat for coho and chinook

Table 1 – Waterbodies in Project Area

Work below OHW is in support of a larger project to complete phase II of the Kenai Spur Highway Rehabilitation project. The proposed project is located within Sections 6-8 and 17, Township 5 North, Range 10 West, on USGS Quad Map KEN C-3, Seward Meridian; between latitude 60.5165° N, longitude 151.0815° W and latitude 60.5524° N, longitude 151.1062° W; between the cities of Soldotna and Kenai, Alaska (Figure 1).

Project Description

The proposed project was designed and will be constructed in two phases, based on right-of-way (ROW) acquisition needs, and each phase is permitted separately. Phase I, completed in 2020, rehabilitated Kenai Spur Highway (KSH) from Eagle Rock Place (MP 5.15) to Swires Road (MP 8.1), and was permitted under KRC Permit No. 11825. Phase II will rehabilitate from Sports Lake Road (MP 2.4) to Robin Drive (MP 5.2); this authorization is intended to cover Phase II only.

Phase II of the proposed work would (Figures 2a-2c):

- Reconstruct the KSH between Sports Lake Road and Robin Drive to facilitate two travel lanes in either direction with a center two-way left turn lane
- Upgrade or relocate the existing pedestrian pathway
- Improve drainage, including
 - o Installation of a new ditch line
 - o Extending or replacing cross and approach culverts and end treatments
- Extend or replace in-stream fish culverts and end treatments
- Replace or install new guardrail, guardrail end treatments, and fencing
- Upgrade or install new signage and striping
- Clear and grub vegetation
- Revegetate with grasses that require minimal maintenance and discourage moose
- Relocate utilities
- Vertically re-align the highway in select locations

In preparation for the larger Phase II rehabilitation project, DOT&PF completed utility relocations and right-of-way (ROW) vegetation clearing during the summer of 2020. This work was covered under KRC Permit No. 12363 and ADF&G Fish Habitat Permit Nos. 19-V-0097 and 20-V-0127-A1.

Purpose and Need

The purpose of the proposed project is to extend the service life of the facility, enhance transportation capacity, and enhance overall safety of the KSH. The KSH is a rural principle arterial in the Kenai Peninsula Borough, linking the communities of Kenai and Soldotna. Crash rates for the KSH exceed statewide averages. Current population and traffic projections indicate the level of service will deteriorate below acceptable levels within the next 20 years.

Impact Summary

The proposed project will excavate 188 cubic yards (CY) of native material and permanently place 574 CY of fill material and riprap within 0.86 acres below OHW at Unnamed Stream 3 (AWC 244-30-10010-2031) and Unnamed Stream 2 (uncatalogued resident fish stream). An additional 876 CY of riprap will be placed within the new Unnamed Stream 3 culvert to simulate natural stream conditions and meet Tier 1 fish passage criteria. Refer to Table 2 in the attached supplemental information sheets for a summary of the area and volume of fill required in order to rehabilitate the highway. Additionally, the proposed project will require the excavation of 129 CY of native material and the permanent placement of approximately 20,729 CY of embankment fill material and riprap within 1.35 acres of wetlands. Refer to Table 3 in the attached supplemental information sheets for a summary of the area and volume of fill required in jurisdictional wetlands. All disturbed areas will be stabilized, reconstructed, and revegetated as appropriate.

Permits Required

As stated, vegetation clearing of the ROW and utility relocations were permitted separately and have already been completed. The following permits are required for construction of the proposed project: Alaska Department of Fish and Game (ADF&G) Title 16 Fish Habitat Permit, Kenai Peninsula Borough (KPB) Staff Permit or Conditional Use Permit to authorize work within a KBP Habitat Protection Area (as work will be conducted within fifty feet of an anadromous waterbody). Authorization for use of a United States Army Corps of Engineers (USACE) Nationwide Permit is being pursued separately from this application packet and will be submitted within the next few

weeks. Additionally, if the contractor determines that an Alaska Department of Natural Resources Temporary Water Use Permit is necessary, it will be the contractor's responsibility to obtain one.

If you have any questions or require additional information, I can be reached by phone at 907-269-0551 and by email at drew.vonlindern@alaska.gov.

Sincerely,

Drew von Lindern Environmental Impact Analyst

Enclosures:

Kenai River Center Multi-Agency Permit Application Supplemental Information Sheets Figure 1: Location and Vicinity Map Figures 2a-2c: Typical Sections Figures 3a-3e: Wetland Locations Figures 4a-4d: Project Impacts Figures 5a-5c: Culvert Replacement Details

cc: Christina Huber, P.E., DOT&PF Central Region, Project Manager

Kenai River Center Multi-Agency Permit Application Supplemental Information Sheet

Project Name: Kenai Spur Highway Rehabilitation, Phase II

Project Number (Federal/State): 0221(019)/CFHWY00253

Project Description

Please see cover letter for a description of rehabilitation project activities.

The proposed project will involve work below ordinary high water (OHW) of one anadromous and one resident fish stream, described in Table 1.

Stream Name	ADF&G AWC Code	Location	River Mile	Anadromous Species and Use
Unnamed Stream 2	N/A	MP 3.5	0.5	N/A; Uncatalogued resident fish stream
Unnamed Stream 3	244-30-10010-2031	MP 4.0	0.5	Rearing habitat for coho and chinook

Table 1 – Waterbodies in Project Area

The rehabilitation would involve replacing the two undersized culverts at Unnamed Streams 2 and 3 to improve hydraulic capacity, as detailed in the attached typical sections (Figures 6a-6c). The existing 48-inch diameter culvert at Unnamed Stream 2 will be removed and a new 72-inch diameter, 373-foot-long culvert, will be installed approximately 50 feet to the south. At Unnamed Stream 3, the existing 36-inch culvert will be removed and replaced with a 108-inch diameter, approximately 288 feet long, will be installed approximately 30 feet to the south.

Fill Below Ordinary High Water

Phase II will require the excavation of approximately 188 CY of material and permanent placement of approximately 1,450 CY of fill within 0.86 acre below OHW at Unnamed Streams 2 and 3, as detailed in Table 2.

	Fill Placement (CY)			Y)	Excav	ation	_	
Location	Inlet	Outlet	In Pipe	Total	Area (Acre)	Volume (CY)	Area (Acre)	Purpose of Activity
Unnamed Stream 2	54	142	0	196	0.02	59	0.01	Removing culverts and filling in road base; road embankment widening, riprap erosion protection, channel realignment
Unnamed Stream 3	128	250	876	1,254	0.84	129	0.04	Removing culverts and filling in road base; road embankment widening, riprap

Table 2 – Excavation and Fill below OHW

							erosion protection, channel realignment
TOTAL	182	392	876	1,450 0.86	188	0.05	

Unnamed Stream 3, an ADF&G catalogued anadromous fish stream (AWC 244-30-10010-2031), will be upgraded to meet Tier I fish passage criteria in accordance with the *DOT&PF/ADF&G Memorandum of Agreement for Designing, Permitting, and Construction of Culverts for Fish Passage*. The current culvert is rated as "red" for fish passage by ADF&G, meaning the crossing is assumed to be inadequate for juvenile salmonids/weak swimming fish. The fish passage report specifies the current culvert grade and constriction ratio are problematic, leading to the poor overall rating. The upgraded culvert is anticipated to improve instream habitat in addition to fish passage capabilities. The existing 36-inch diameter substrate-less culvert will be upsized to 108 inches. Approximately 876 CY of substrate will be bedded to approximately 3.6 feet in depth and placed to resemble upstream and downstream stream gradients, to the extent possible. From the new outlet, an approximately 23-foot-long channel will be established to tie back into Unnamed Stream 3 (Figure 5b). Native vegetation will be salvaged to the maximum extent possible for use in revegetating the banks of the newly established channel (Figure 5c).

Unnamed Stream 2 is an uncatalogued resident fish stream and will be designed to meet Tier II fish passage criteria. The existing 48-inch diameter culvert will be upsized to a 72-inch diameter and installed approximately 50 feet to the south. To tie into the existing upstream channel, a new 137-foot channel will be installed at the inlet (Figure 5a). As with Unnamed Stream 3, native vegetation will be salvaged to the maximum extent possible for use in revegetating the banks of the newly established channel (Figure 5c).

Fill in Wetlands

A wetland delineation and functional analysis, covering both phases of the proposed project corridor, was conducted on August 10-12, 2015 and identified 23.9 acres of jurisdictional wetlands and waterbodies present within 200 feet on either side of the current highway alignment. A majority of the wetlands identified were categorized as scrub-shrub wetlands at 11.7 acres, followed by emergent, forested, riverine, and aquatic bed wetlands at approximately 8.7 acres, 2.9 acres, 0.5 acres, and 0.1 acres, respectively. Impacts to wetlands would include the following: vegetation clearing; excavation of unsuitable native material; and the permanent placement of fill material to widen the roadway and realign the pedestrian pathway, upgrade or extend culverts, and improve drainage (Figures 4a-4d). For Phase II, approximately 129 CY of native material is anticipated to be excavated and approximately 20,729 CY of embankment fill material and riprap is expected on 1.35 acres of wetland, as detailed in Table 3.

Wetland Type	Cowardin Classification	Excavation (CY)	Fill (CY)	Fill Type	Area (Acre)
Forested	PFO4B	0	4,427	Type A/C Embankment Fill, Riprap	0.29
	PFO4/1B	0	6,631	Type A/C Embankment Fill, Riprap	0.45

Table 3 – Excavation and Fill within Wetlands	Table 3 –	Excavation	and Fill	within	Wetlands
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Scrub-Shrub	PSS1/EM1F	0	94	Type A/C Embankment Fill	0.02
	PSS1/EM1C	129	7,462	Type A/C Embankment Fill, Riprap	0.42
	PSS3/1B	0	20	Type A/C Embankment Fill	0.01
Emergent	PEM1/SS1B	0	2	Type A/C Embankment Fill	0.001
	PEM1F	0	1,539	Type A/C Embankment Fill, Riprap	0.09
	PEM1C	0	428	Type A/C Embankment Fill, Riprap	0.05
	PEM1B	0	126	Type A/C Embankment Fill	0.03
TOTAL		129	20,729		1.35

Temporary Stream Diversions and Construction Considerations

During construction, the existing culverts would be used to maintain flow of Unnamed Streams 2 and 3; however, small dams or diversions may be required around the inlet and outlet of the upgraded culvert replacement locations to isolate the area and maintain dry working conditions. Once the flow has been established through the replacement culverts, the original culverts will be removed and backfilled to rebuild the road base. The specific method of damming or diversion, as well as the materials used, will be determined by the contractor in coordination with DOT&PF and will comply with all SWPPP requirements. All materials used for the dams or diversions would be completely removed upon completion of construction.

Methods used to remove the existing culvert will also be determined by the contractor in coordination with DOT&PF. However, DOT&PF will require that no material or equipment beyond what is necessary during the removal process be placed in wetlands or waters of Unnamed Streams 2 and 3.

Descriptions of construction methods, equipment, and access are included in the response to Question 9, below. Fuel storage will be determined by the contractor; however, no fuel is anticipated to be stored on site. If a Temporary Water Use Permit is required during construction, the contractor will be responsible for obtaining the necessary authorizations.

Ground Disturbance and Stabilization

All disturbed areas will be covered in topsoil and seeded. Materials to be used for stabilization of disturbed areas will be up to the contractor. The DOT&PF anticipates that the contractor will use locally obtained topsoil and clean fill. Seed mix would be required to match DOT&PF specifications and the Department of Natural Resources' *A Revegetation Manual for Alaska*. While establishing the new channels at Unnamed Streams 2 and 3, existing vegetation will be salvaged in order to revegetate the banks, as stated above.

Existing Conditions

The KSH is a State-owned and maintained rural principle arterial in the Kenai Peninsula Borough, linking the communities of Kenai and Soldotna. The proposed project is adjacent to numerous rural, residential, recreational, and commercial properties. The existing KSH segment between Sports Lake Road and Robin Drive consists of two 12-foot lanes with 8-foot shoulders, and a detached 10-foot multi-use pathway on the west side of the highway.

Project Questions:

Question 9: Motorized Equipment to be Used

DOT&PF anticipates the contractor to use an excavator to remove or place material within wetlands and below OHW at Unnamed Streams 2 and 3. Additional equipment to complete the proposed project outside of wetlands and above OHW would likely include dozers, rollers, graders, loaders, pavers, tractor trailers, flat-bed trucks, water trucks, fuel trucks, pile hammer, dump trucks, generators, etc. Construction access would be primarily via the Kenai Spur Highway; however, specific access to Unnamed Streams 2 and 3 would be determined by the contractor in coordination with DOT&PF. As stated in the project description, DOT&PF will require that no material or equipment beyond what is necessary to complete the culvert replacement and extension work be placed in wetlands or waters of Unnamed Streams 2 and 3.

Question 10: Is a Portion of the Work Already Complete?

As stated in the cover letter, Phase I of the Kenai Spur Highway Rehabilitation project was completed in 2020. In preparation for the Phase II rehabilitation project, DOT&PF completed utility relocations and right-of-way (ROW) vegetation clearing during the summer of 2020. This work was covered under KRC Permit No. 12363 and ADF&G Fish Habitat Permit Nos. 19-V-0097 and 20-V-0127-A1.

Multi Agency Permit Application



514 Funny River Road, Soldotna, AK 99669 • (907) 714-2460 • KenaiRivCenter@kpb.us

Applicant Information:	Agent Information: (if applicable)
Name:	Name:
Owner? 🗌 Yes 🗌 No	
Mailing:	Mailing:
Phone:	Phone:
Email:	Email:
Project Location:	
KPB Parcel ID:	_ Subdivision:
Physical Address:	_ Lot: Block: Addn/No.:
	Directions to site:
Waterbody Name:	
River Mile: Riverbank: Right looking downstream Left	
Permit Fees: (please select the applicable permit fees)	
State Parks Permit \$300	- KPB Conditional Use Permit
S50 - KPB Habitat/Floodplain Permit \$300	- KPB Floodway Development Permit
Project Description: New Project OR =	
 Project location & dimensions Waterbody description & proximity Proximity to OHW and/or HTL Construction m Filling/dredgin type, volume 	

KPB Tax Credit: (skip this section if your project is prior existing, only applicable to NEW projects)

Please provide <u>your</u> estimated project cost(s) below. Do not include grants or other funding assistance:

Elevated Light Penetrating Structure(s)

- \$_____
- Bank or Habitat Restoration & Protection \$

Other Activities

\$_____ \$_____

Project Questions:

Note: Use Ordinary High Water (OHW) for non-tidal waters, and Mean High Tide (MHT) for tidal waters.

- 1. Start date: _____ End date: _____ Estimated Days of Construction: _____
- 2. Is the project located within 50 feet of OHW or HTL a waterbody?
 Yes No
- 3. Does any portion of the project extend **below** the OHW or HTL of the stream or waterbody? Yes No
- 4. Does any portion of the project cantilever or extend **<u>over</u>** the OHW of the waterbody? Yes No
- 5. Will anything be placed below OHW or HTL of the waterbody?
 Yes No
- 6. Will material be extracted or dredged from the site?
- 7. Including areas below OHW or HTL, what is the total area (in acres) that will be excavated or dredged? Total Area: ______ Type of Material: ______
 Location you will depositing fill: ______
- 8. Will any material (including soils, debris, and/or overburden) be used as fill? Yes No
 Type of material: ______ Amount: ______ Permanent or Temporary Will fill be placed below OHW or HTL: Yes No
- 9. List all motorized equipment to be used in this project, including access route to site, any stream or waterbody crossings, and (if applicable) how long equipment will be used below OHW or HTL: _____

10. Is any portion of the work already complete? \Box Yes \Box No	
If yes, describe:	

Signature & Certification:

This application is hereby made requesting permit(s) to authorize the work described in this application form. I certify the information in this application is complete and accurate to the best of my knowledge.

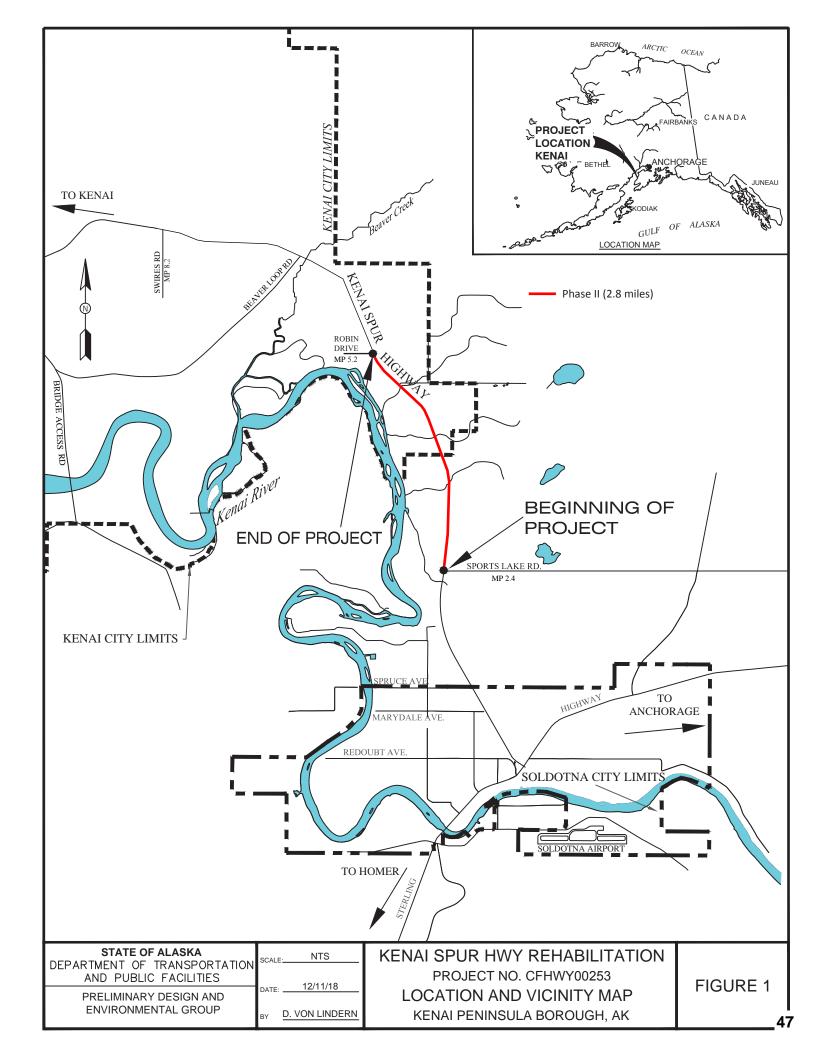
<u>If applying for a tax credit:</u> I certify that I have not begun construction of the project on this the property and that the proposed project will be constructed in a manner consistent with KPB 5.12 Real Property and Personal Property Taxes, KPB 5.14 Habitat Protection Tax Credit, and other applicable ordinances.

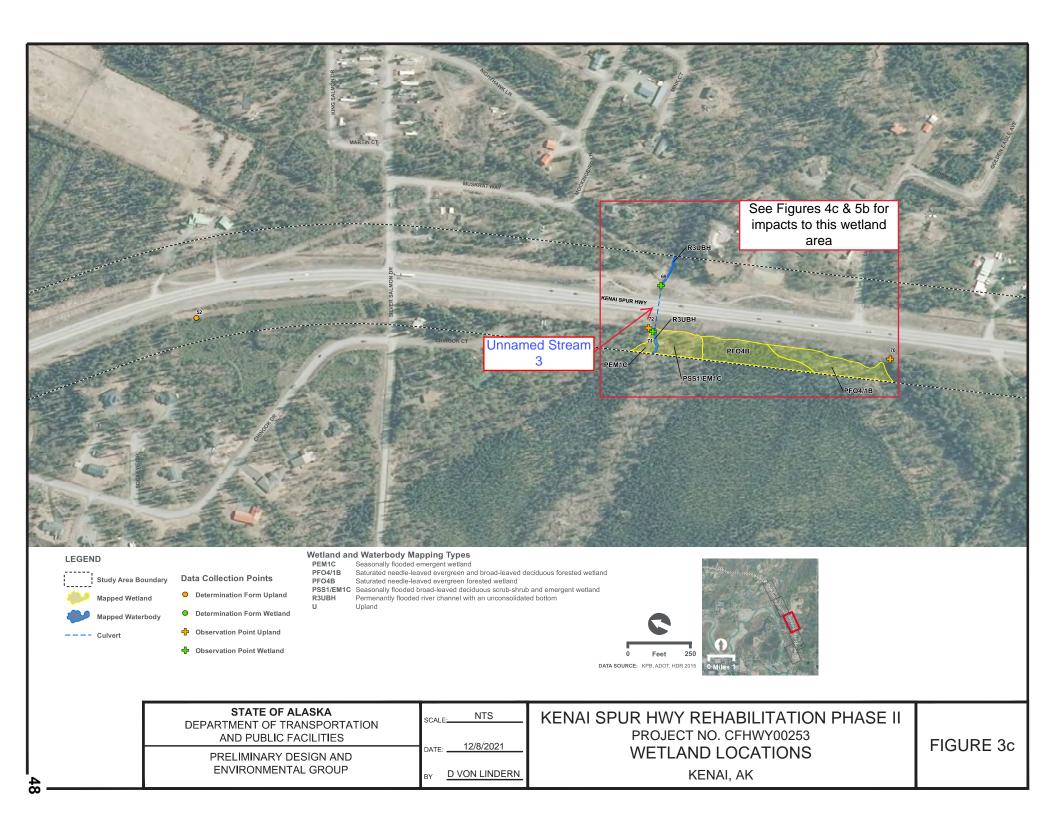
Applicant Signature (required)

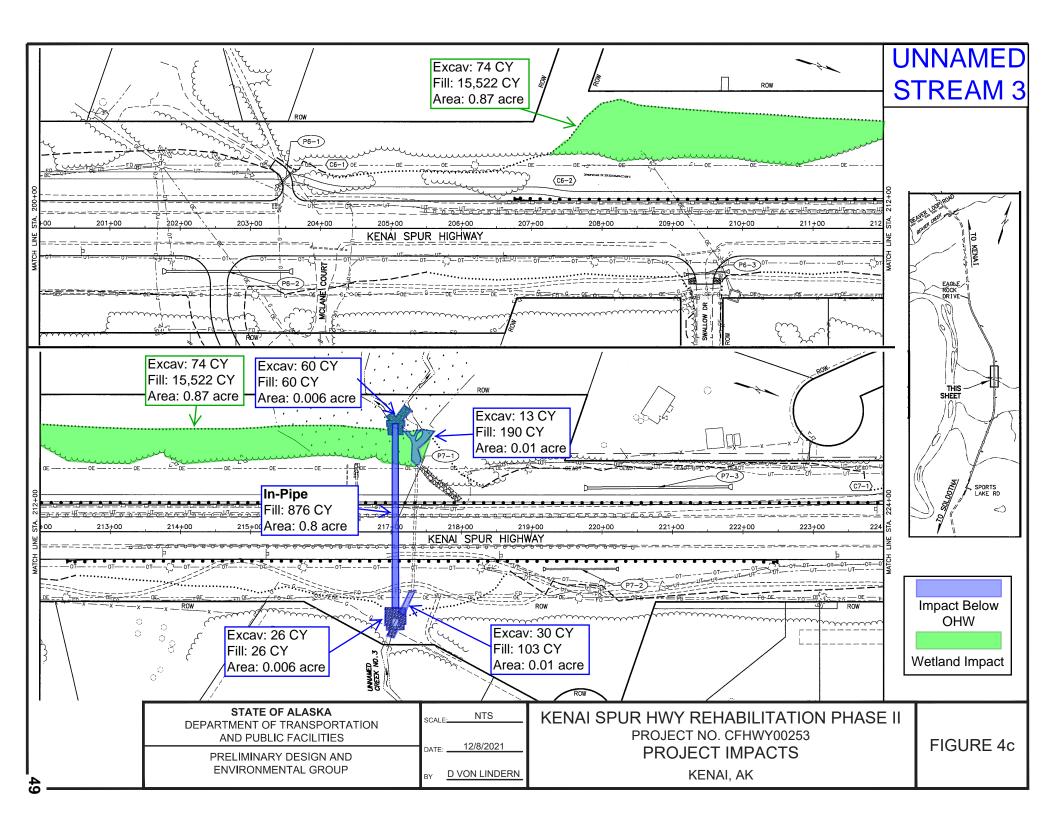
Date

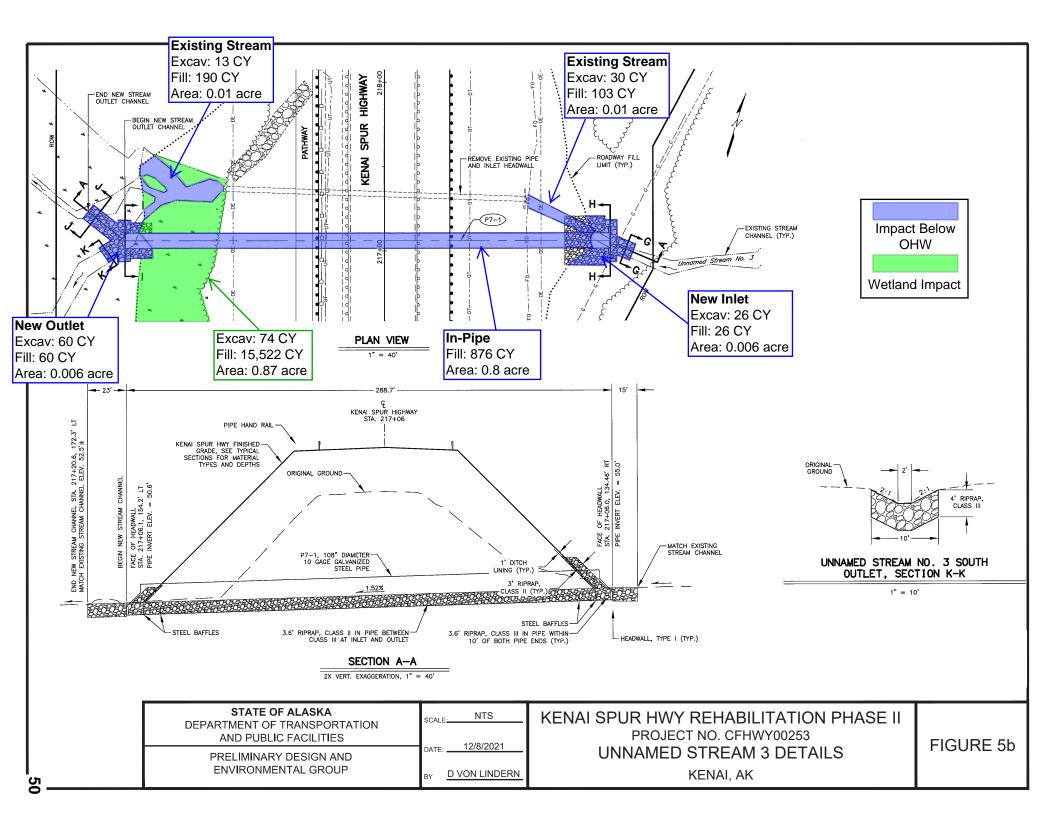
Agent Signature (if applicable)

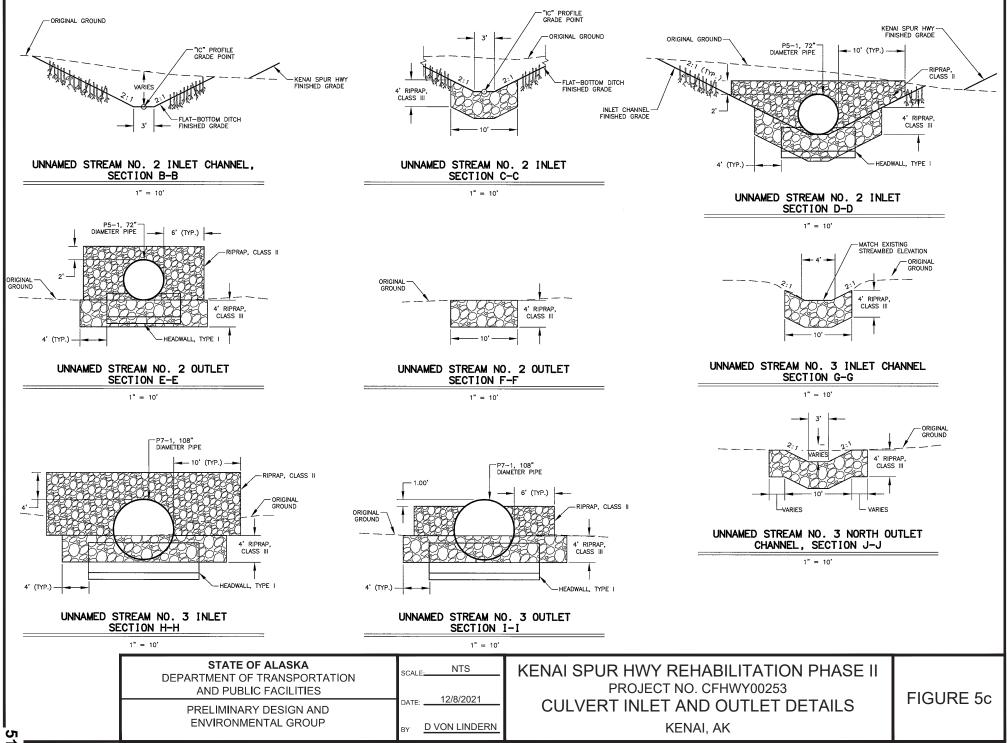
Date











Donald E. Gilman River Center

514 Funny River Road, Soldotna, Alaska 99669 • (907) 714-2460 • (907) 260-5992 Fax

A Division of the Planning Department

Charlie Pierce Borough Mayor

KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Public notice is hereby given that an application for a Conditional Use Permit has been received to widen a section of the Kenai Spur Highway and install a large culvert on a parcel within the 50-foot Habitat Protection District of an unnamed creek, near Kenai, Alaska. *You have been sent this courtesy notice because you are a property owner within 300 feet of the described property.*

Pursuant to KPB 21.18.081(B)(5) Transportation and utility infrastructure and KPB 21.18.091 Mitigation measures, projects within the 50-foot Habitat Protection District are not permitted unless a Conditional Use Permit (CUP) is approved by the Planning Commission. This project is located at T 5N R 10W SEC 8 SEWARD MERIDIAN KN 0790072 LEO T OBERTS SUB ADDN NO 1 LOT 1 BLK 1, Kenai, Alaska.

Petitioner: Alaska Department of Transportation PO Box 196900 Anchorage, AK 99519-9600

The Kenai Peninsula Borough Planning Commission meeting will hold a public hearing on February 14, 2022 commencing at 7:30 p.m., or as soon thereafter as business permits. The meeting is to be held in the Borough Administrative Building, 144 N. Binkley St., Soldotna, Alaska. The public may also attend the meeting electronically/telephonically via Zoom. To join the meeting from a computer visit https://zoom.us/j/2084259541. To attend the Zoom meeting by telephone call toll free **1-888-788-0099** or **1-877-853-5247**. When calling in you will need the Meeting ID # **208 425 9541**. If you connect by computer, and wish to comment but do not have a microphone, connect online and then select phone for audio. A box will come up with toll free numbers, the Meeting ID#, and your participant number.

Anyone wishing to testify may attend the above meeting to give testimony or may submit a written statement to the attention of Samantha Lopez, Donald E. Gilman River Center, 514 Funny River Rd., Soldotna, Alaska 99669. Written comments may also be sent by fax to (907) 260-5992 or by email to <u>KenaiRivCenter@kpb.us</u>. All written comments must be received by 1:00pm Friday, February 11, 2022. To comment after the deadline, you may attend the meeting in person or via Zoom.

For additional information, contact Samantha Lopez at slopez@kpb.us or (907) 714-2468.

Samantha Lopez Planning & River Center Manager

KENAI PENINSULA BOROUGH PLANNING COMMISSION

RESOLUTION 2022-05

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT PURSUANT TO KPB 21.18 FOR THE INSTALLATION OF A FISH PASSAGE CULVERT AT MP 4 OF THE KENAI SPUR HIGHWAY WITHIN THE 50-FOOT HABITAT PROTECTION DISTRICT OF UNNAMED STREAM 3 (AWC 244-30-10010-2031).

- **WHEREAS,** Chapter 21.18 provides for the approval of Conditional Use Permits for certain activities within the habitat protection district; and
- WHEREAS, KPB 21.18.081 provides that a conditional use permit is required for construction not meeting the standards of KPB 21.18.071; and
- WHEREAS, KPB 21.18.091 provides for mitigation measures by the planning department staff to address impacts to the Habitat Protection District from a proposed, ongoing, or completed project; and
- **WHEREAS,** public notice was sent to all property owners within a 300-foot radius of the proposed activity as provided in Section 21.11.030; and
- **WHEREAS,** public notice was published in the Peninsula Clarion on February 2, 2022 and February 9, 2022 as provided in Section 21.11.020; and
- **WHEREAS,** public testimony was received at the February 14, 2022 meeting of the Kenai Peninsula Borough Planning Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

That the Planning Commission makes the following findings of fact pursuant to KPB 21.18:

Section 1. Project Details Within the 50-foot Habitat Protection District

- 1. Reconstruct the Kenai Spur Highway between Sports Lake Road and Robin Drive to facilitate two travel lanes in either direction with a center two-way left turn lane.
- 2. Replace the existing 36-inch-diameter culvert with a 108-inch-diameter by 288-foot-long culvert that will be installed approximately 30 feet to the south and embedded at least 42 inches in stream substrate material.
- 3. From the new outlet, a new 23-foot-long channel will be established to tie back into the stream.
- 4. The culvert crossing has been designed to meet Tier I fish passage criteria in accordance with the DOT&PF/ADF&G Memorandum of Agreement for Designing, Permitting, and Construction of Culverts for Fish Passage.
- 5. Work in the Habitat Protection District will consist of excavating 129 cubic yards of native material and replacing with 378 cubic yards of fill and riprap above Ordinary High Water.
- 6. An additional 876 cubic yards of riprap will be placed inside the culvert, and riprap voids will be filled with a mixture of sand, gravel, and cobble.

- 7. Impacts to wetlands within and adjacent to the Habitat Protection District includes: vegetation clearing; excavation of unsuitable native material; and the permanent placement of 15,522 cubic yards of material to widen the roadway and realign the pedestrian pathway.
- 8. Native vegetation will be salvaged to the maximum extent possible for use in revegetating the banks of the newly established channel. Any remaining disturbed areas will be covered in clean fill, topsoil and seeded to specifications found in the Department of Natural Resources' *A Revegetation Manual for Alaska*.

Section 2. Findings of fact pursuant to KPB 21.18.081

- 1. Portions of this proposed project are within the 50-foot habitat protection district as defined by KPB 21.18.040.
- 2. Pursuant to KPB 21.18.081(B)(5), Transportation and utility infrastructure may be approved as a conditional structure/use within the habitat protection district.
- 3. The purpose of the proposed project is to extend the service life of the facility, enhance transportation capacity, and enhance overall safety of the Kenai Spur Highway, supported by KPB 21.18.010(G).
- 4. The culvert crossing has been designed to meet Tier I fish passage criteria in accordance with the DOT&PF/ADF&G Memorandum of Agreement for Designing, Permitting, and Construction of Culverts for Fish Passage, which will lead to an improvement of fish passage and fish habitat at the site, supported by KPB 21.18.020(E).
- 5. Pursuant to 21.18.081(D) General Standards, staff finds that the proposed project meets the five general standards.
- Pursuant to KPB 21.18.020(A), this chapter was established to protect and preserve the stability
 of anadromous fish through controlling shoreline alterations and disturbances along anadromous
 waters and to preserve nearshore habitat.
- 7. Pursuant to KPB 21.18.20(B)(5), one purpose of this chapter was established to separate conflicting land uses.
- 8. Pursuant to KPB 21.06.081(D)(3), the proposed work will occur within the ADOT right-of-way and shall not have an adverse effect on adjoining properties.
- 9. Pursuant to KPB 21.18.081(D)(4), the proposed use or structure is water-dependent. Kenai Peninsula Borough Planning Commission Resolution 2015-35 defines water-dependent as:

"...a use or structure located on, in or adjacent to water areas because the use requires access to the waterbody. The definition is applicable to facilities or activities that must be located at or near the shoreline and within the 50-foot buffer. An activity is considered water dependent if it is dependent on the water as part of the intrinsic nature of its operation. Examples of water dependent facilities may include, but are not limited to, piers, boat ramps, and elevated walkways."

- 10. The River Center found the application complete and scheduled a public hearing for February 14, 2022.
- 11. Agency review was distributed on January 15, 2022. No comments or objections have been received from resource agencies to date.
- 12. Pursuant to KPB 21.11.030, public notice was mailed to all property owners within a radius of 300 feet of the project on January 24, 2022. A total of 15 mailings were sent.
- 13. Pursuant to KPB 21.11.020, public notice was published in the Peninsula Clarion on February 2, 2022 and February 9, 2022.
- 14. The applicant is currently in compliance with Borough permits and ordinances.

Section 3. Permit Conditions

- 1. A temporary silt fence will be installed prior to ground disturbance and stream work to minimize erosion and sediment discharge to the stream during culvert installation and associated work.
- 2. A Storm Water Pollution Prevention Plan (SWPPP) has been developed and Best Management Practices will be implemented to minimize erosion and sedimentation of adjacent water bodies during construction.
- 3. Temporary stream diversions will be constructed using the method most practicable, subject to approval by ADOT&PF and resource agencies.
- 4. Temporary erosion and sediment control measures such as fiber rolls and temporary seeding will be used as necessary to stabilize disturbed soils until final stabilization is achieved.
- 5. Any temporary fill placed to facilitate installation of culverts, including stream diversions, would be removed upon project completion and revegetated.
- 6. All bank cuts, slopes, fills, or other exposed earthworks attributable to this project shall be stabilized to prevent erosion, both during and after construction.
- Construction techniques and best management practices shall be utilized to ensure that land disturbing activities do not result in runoff or sedimentation to Unnamed Stream 3 (AWC 244-30-10010-2031).
- 8. The permittee shall minimize damage to all vegetation and shall revegetate all disturbed areas with native vegetation.
- 9. For each tree removed, two seedlings less than 5.5-feet tall of a species native to the region will be planted within the 50-foot HPD.
- 10. Storage or use of fuel is prohibited within 50-feet of any open water.
- 11. The River Center shall be notified at least 3 days prior to the start of the project.
- 12. If changes to the approved project described above are proposed prior to or during its siting, construction, or operation, the permittee is required to notify the River Center to determine if additional approval is required.
- 13. The permittee shall be held responsible for the actions of the contractors, agents, or others who perform work to accomplish the approved plan.
- 14. Applicant requests that the permit be valid through October 31, 2023. Prior to its expiration date and upon written request, the Planning Director may grant a Conditional Use Permit extension for 12 months (KPB 21.18.081 (H)).
- 15. In addition to the penalties provided by KPB 21.18.110, and pursuant to KPB 21.50, the permit may be revoked if the permittee fails to comply with the provisions of this chapter or the terms and conditions of a permit issued under this chapter. The Borough Clerk shall provide at least 15 day's written notice to the permittee of a revocation hearing before the hearing officer (KPB 21.18.082).
- 16. The permittee shall comply with the terms, conditions and requirements of the Kenai Peninsula Borough Code of Ordinances Chapter 21.18, and any regulations adopted pursuant to this chapter.
- 17. The permittee is responsible for abiding by all other federal, state, and local laws, regulations, and permitting requirements applicable to the project (KPB 21.18.081 (G)).

Section 4. Pursuant to 21.18.081(D) General Standards, the following standards shall be met before conditional use approval may be granted:

1. The use or structure will not cause significant erosion, sedimentation, damage within the habitat protection district, an increase in ground or surface water pollution, and damage to riparian

wetlands and riparian ecosystems; Findings 4, 6 and Conditions 1 - 9 appear to support this standard.

- Granting of the conditional use shall be consistent with the purposes of this chapter, the borough comprehensive plan, other applicable chapters of the borough Code, and other applicable planning documents adopted by the borough; Findings 1 - 4, 6, 10 - 14 appear to support this standard.
- 3. The development of the use or structure shall not physically damage the adjoining property; **Finding 8 appears to support this standard.**
- 4. The proposed use or structure is water-dependent; Findings 1 3, 6, 9 appear to support this standard.
- 5. Applicant's or owner's compliance with other borough permits and ordinance requirements. **Finding 14 appears to support this standard.**

THIS CONDITIONAL USE PERMIT EFFECTIVE ON _____ DAY OF_____, 2022.

Blair Martin, Chairperson Planning Commission

ATTEST:

Ann Shirnberg Administrative Assistant

Note: An appeal of a decision of the Planning Commission may be filed to the hearing officer, in accordance with the requirements of the KPB Code of Ordinances, Chapter 21.20.250. An appeal must be filed with the Borough Clerk within 15 days of date of the notice of the decision using the proper forms and be accompanied by the filing and records preparation fee.

AGENDA ITEM F. PUBLIC HEARING

X. State application for a marijuana establishment license; [PlanningArea]

Applicant:	Worner Brothers Outpost, LLC
Landowner:	Jeffrey Lee Worner
Parcel ID#:	06503002
Legal Description:	T 5N R 8W SEC 7 Seward Meridian KN BEGINNING AT THE SW CORNER OF GOVT LOT 6 TH S 330 FT TO THE POB TH S TO THE CENTER OF THE STERLING HWY TH W ALONG THE HWY 700 FT TO MOOSE RIVER TH N ALONG THE RIVER 378.9 FT TH E 548 FT TO THE POB EXCEPT THAT PORTION PER W/D 380 @ 700
Location:	33590 Sterling Highway, Sterling, AK 99672

BACKGROUND INFORMATION: On Thursday, February 25, 2021 the applicant notified the borough that he/she had submitted an application to the state for a Retail Marijuana Store license. On Friday, March 19, 2021 the applicant supplied the borough with a signed acknowledgement form and a site plan on Friday, March 19, 2021 of the proposed Retail Marijuana Store on the above described parcel. The Alcohol and Marijuana Control Office notified the borough that the application was complete on Wednesday, January 12, 2022. Staff has reviewed the completed license that has been submitted to the state and the site plan submitted to the borough and has found the following concerning the standards contained in KPB 7.30.020:

- 1. The Borough finance department has been notified of the complete application and they report that the applicant is not in compliance with the borough tax regulations.
- 2. Borough planning department staff has evaluated the application and has determined that the proposed facility will be located greater than 1,000 feet from any school.
- 3. Borough planning department staff has evaluated the application and has determined that the proposed facility will be located greater than 500 feet from all recreation or youth centers, and all buildings in which religious services are regularly conducted, and all correctional facilities.
- 4. The proposed facility is not located within a local option zoning district.
- 5. The proposed facility is located where there is sufficient ingress and egress for traffic to the parcel.
 - The parcel has direct access from a state maintained highway and a borough maintained road.
 - The signed acknowledgement form indicates that there will not be any parking in borough rights-of-way.
 - The site plan indicates a clear route for delivery vehicles which allows vehicles to turn safely.
 - On-site parking and loading areas are designated at a location that would preclude vehicles from backing out into the roadway.
- 6. The signed acknowledgement form indicates that the proposed facility will 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.

KPB 7.30.020(E) allows the recommendation of additional conditions on a license to meet the following standards:

• protection against damage to adjacent properties,

- protection against offsite odors,
- protection against noise,
- protection against visual impacts,
- protection against road damage,
- protection against criminal activity, and
- protection of public safety.

The Alaska Marijuana Control Board will impose a condition a local government recommends unless the board finds the recommended condition is arbitrary, capricious, and unreasonable (3 ACC 306.060b). If the Borough Assembly Planning Commission recommends additional conditions, additional findings must be adopted to support the conditions.

PUBLIC NOTICE: Public notice of the application was mailed on Wednesday, January 19, 2022 to the 27 landowners of the parcels within 300 feet of the subject parcel. Public notice of the application was published in the Thursday, February 03, 2022 & Thursday, February 10, 2022 issues of the Peninsula Clarion.

KPB AGENCY REVIEW: Application information was provided to pertinent KPB staff and other agencies on Wednesday, January 19, 2022.

ATTACHMENTS

- State marijuana establishment application with associated submitted documents
- Site Plan
- Acknowledgement form
- Aerial map
- Area land use map with 500' & 1,000' parcel radius

STAFF RECOMMENDATION

Staff recommends this application be forward to the assembly with the findings contained in this staff report and 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.

END OF STAFF REPORT





Department of Commerce, Community, and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

November 30, 2021

Kenai Peninsula Borough Attn: Borough Clerk

Via Email: micheleturner@kpb.us; micheletu

License Number:	28899
License Type:	Retail Marijuana Store
Licensee:	Worner Brothers Outpost, LLC
Doing Business As:	worner brothers outpost
Physical Address:	33590 Sterling Hwy Sterling, AK 99672
Designated Licensee:	Jeff Worner
Phone Number:	907-953-2408
Email Address:	jworner@gmail.com

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 19-21, 2022 meeting.

Sincerely,

Je plet

Glen Klinkhart, Director amco.localgovernmentonly@alaska.gov



Alaska Marijuana Control Board Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

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

What must be covered in an operating plan?

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

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

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

Section 1 - Establishment & Contact Information

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

Licensee:	Worner Brothers Outpost, LLC	MJ Lice	nse #:	28899)
License Type:	Retail Marijuana Store				
Doing Business As:	Worner Brothers Outpost				
Premises Address:	33590 Sterling Highway				
City:	Sterling	State:	Alaska	ZIP:	99672

Mailing Address:	33697 Sterling Highway				
City:	Sterling	State:	Alaska	ZIP:	99672

Designated Licensee:	Jeff Worner		
Main Phone:	907-953-2408	Cell Phone:	907-953-2408
Email:	jworner@gmail.com		



Section 2 - Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

The premises will display multiple signs indicating that the area is secure and monitored; outdoor lighting, 24-hour video surveillance and an alarm system will be present. Security cameras will monitor all entrances, exits, and windows as well as restricted access areas, the office and safe room, all counters and all processing and packaging areas. The exterior of the building has 24-hour surveillance cameras recording all activity on the premises and adjacent properties. Customers and visitors will enter through the front doors and proceed directly to the counter across from the door where their ID will be immediately checked by an employee to ascertain that they are 21 years or older. All persons entering must provide a valid state-issued identification or other form of identification permitted by regulation. Any visitors will be provided a visor badge which they will wear throughout their visit. Visitors will be escorted by employees and sign a visitor log stating their name, the date and purpose of their visit. Restricted access areas will be monitored at all times and separated from public areas. Access to restricted areas is limited to employees and escorted visitors through locked doors with signs indicating the area is restricted. Cameras will cover doors to restricted access areas.

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:

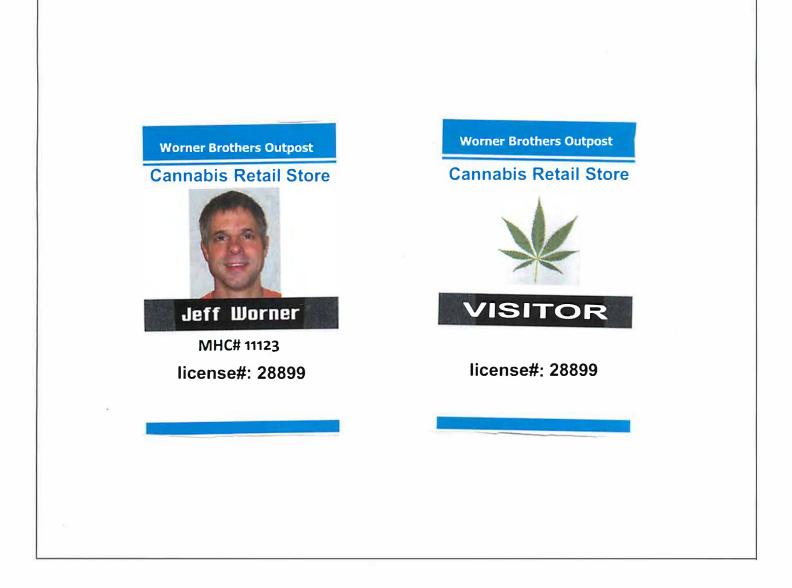
In the case of an emergency, the owners, manager on duty, specially-defined agents, and any emergency personnel will have unrestricted access to the entire facility. All other individuals who are permitted access to restricted areas must be accompanied by an escort at all times. All visitors must enter through the entrance door and check in with the on duty employee designated to check all persons identification cards. Valid government-issued identification will be required and will be retained by security until the visitor exits the premises. When the visitor enters the premises, they must sign into a log book stating the date, time in and out of restricted area, and the purpose of their request. The log will be kept and stored as a business record and will be made available to AMCO upon request. Visitors will be escorted by an on duty employee while in restricted access areas at all times, and once the visit has completed, the visitor mist leave the premises immediately.

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

All visitors are required to sign into a visitors log noting their name, date of visit, time in and out of the restricted space, and the purpose of their visit to the facility. Worner Brothers Outpost, L.L.C., will retain the log and make it available to AMCO upon request. While inside the restricted access areas, visitors will be escorted by an on-duty employee at all times. Any additional information, activity, or behavior will be recorded during the visit should it become necessary.



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:

All exterior lighting will be checked by a manager on duty on a daily basis to ensure that each light in the system is operational, and each mount is positioned for optimum surveillance recording clarity and to deter unauthorized presence on the premises. The facility plans to install a total of seven motion sensor flood lights to be affixed to the building, two outdoor post lights to be evenly distributed on the property, and one outdoor post lights to be posted along the outer perimeter of the premises. There will be exterior lighting around the perimeter, evenly distributed throughout the property, and located against the building, and perimeter. The light fixtures will keep the premises, signs, doors, and windows well lit, and allow the exterior surveillance camera to record individuals up to twenty (20) feet from all entry points. The lighting fixtures will be positioned at an inaccessible height with sturdy housings to deter vandalism and common obstructions. The bulbs will be bright to maximize visibility and deter crime.

License #____28899



Alaska Marijuana Control Board 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:

An alarm system will be installed with an approved monitoring center monitoring the premises actively 24 hours a day, 7 days a week, to ensure the safety of employees and assets, and detect any unauthorized activity. Alarm testing will be done every six (6) months. The alarm system will monitor all exterior doors, windows, and roof penetrations. Motion detectors will monitor all areas of the building including the roof and attic areas during all hours not open for business. Any unauthorized intrusion or attempted intrusion will send an automatic, electronic alert to ownership and local law enforcement. Ownership and management will be educated on the security and alarm systems by the third party security company and installers. Education on the security and alarm systems will include: proper use, troubleshooting, police response, measures, and controls. Each morning, the on-site manager will disable the overnight alarm system and check the surveillance cameras and recordings to ensure the system is functioning as expected. The last employee or manager to leave the facility each night will activate the overnight security devices, and lock all doors and windows. All doors that are not self-locking will be locked using a key, and sensors on windows will be activated at that time.

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

Video surveillance will continuously monitor storage, processing and packaging areas, and the office (which includes the safe, inventory storage, and money counting areas). Mandatory inventory counts will be taken weekly and stored as official business records. Policies will be in place for employee discipline for theft/diversion of product and/or funds including a no tolerance policy. All employees will complete mandatory training in recognizing such activity, and are required to notify ownership or management if they suspect such activity is occurring. All disposed marijuana and marijuana product will first be noticed to AMCO three days prior to disposal, logged into the company disposal log and metrc, and then rendered unusable to prevent diversion. In the event that an employee is caught stealing or illegally distributing marijuana, Worner Brothers Store, LLC will notify local law enforcement immediately, comply with all directives, and provide all necessary information and records for the investigation. Ownership 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 reports and documentation concerning a suspected or actual theft will be maintained by the company for five (5) years and made available to AMCO, and its agents and representatives, upon request. Constant surveillance will monitor the marijuana storage space and all individuals entering the area. Security monitors and video recordings will be located in the office and safe room.

3.7. Describe your policies and procedures for preventing loitering:

"No-loitering" signs and 24 hour surveillance video will be equipped to the exterior of the building. Loitering outside the establishment will be met with a request from employees to leave the premises. If the loitering individual does not comply with a verbal warning from employees the individual will then be given a verbal warning that law enforcement will be notified if they do not comply. The facility will have a single and secure entrance for all regular ingress and egress from the building and for all customers, and the entrance of the perimeter of the building will be monitored by security cameras at all times. Managers will work with the security company to secure the premises, prevent business practices which could entice or allow loitering, and escort all loitering individuals off the premises as soon as possible. Company agents will contact local law enforcement for assistance when necessary.

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.



Page 4 of 11

License # 28899



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:

Cameras will be placed at points inside and outside the building to provide clear views of all areas of the store. Adequate lighting will be placed to assure that images on the footage are visible. Cameras will be placed in a manner that avoids blockage of views by furniture, fixtures or equipment. Doors, safes, counters, registers, and the office area will all be covered by camera that provide a clear view of the face of persons interacting with product or payment. Camera at the front door and all exits will provide a clear view of all persons entering or exiting the premises. Cameras in the parking lot will provide adequate views of vehicles and persons entering or exiting vehicles. Camera covering the exterior of the store will provide clear views of exterior walls and corners of the building. Owners will be able to access camera footage at any time. A notification system installed with cameras will alert owners or employees of any failure or stoppage in filming. Cameras will run on emergency power during a power outage. A backup system for camera footage will be installed.

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 facilities most secured room the office owner office. The secured room will have an advanced, reinforced security door and will be locked at all times, and will only be accessible by authorized agents. The door will be locked at all times and only owners and upper level management if owners deem necessary will have keys. The security system will be password protected accessible only to authorized individuals. Data will be stored on the security system's DVR for a minimum of forty (40) days as official business record. All surveillance data can be made accessible for upload to a separate hard drive to maintain records for longer than forty (40) days in the event of criminal, civil, or administrative investigations. All recordings will include the time and date stamp, and be archived in a format that does not permit alteration of the requested image, and will be available to AMCO and local law enforcement upon request.





License # 28899

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Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

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

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises);
- 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;
- 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, will be stored on-site allowing ownership, management, and designated government authorities to have access to them. To prevent loss due to computer malfunctions, the company records may be periodically backed up to a cloud based server from time to time. Additional hard drive backups will be stored on-site in the office and safe room. Records within the facility will be stored in the secured office. Only ownership, management, and authorized agents will have access to of the office and all the safes inside, and a locked door will separate office from the rest of the facility.







License #_____28899

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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):

Qualified employees will be given all necessary education and training upon hiring to be proficient in their jobs, as well as a three (3) month probationary period during which time they will receive training and evaluation. Each employee will be provided with any written materials generated by the Company regarding policies and procedures and State Laws and Regulations. Employees will be trained regarding any new regulations and requirements issued by the State/Board. Checklists regarding proper procedures will be posted at the employee's work areas. All employees will have access to a copy of current regulations and will have current marijuana handlers' cards.

Gw



[Form MJ-01] (rev 4/3/2019)

License # 28899

Page 7 of 11



Section 7 - Health and Safety Standards

Review the requirements under 3 AAC 306.735.

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

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).

Answer "Yes" or "No" to each of the following questions:	Yes	No
7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.	R	
7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.	K	

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:

For all transports of products the establishment will create a Trip Manifest generated through Metrc. All Trip Manifests will be sent with the products, and an additional copy will be stored and filed on the premises as official business records. The Manifest documents will clearly have the strain name, type of product, batch number, weight, name of the transporter and handlers ID, time of departure and expected delivery, and the make, model, and license plate of the transporting vehicle. All marijuana product will be in a sealed package or container not exceeding more than five (5) pounds and then stored in a locked storage compartment within the transport vehicle. The transport vehicle will travel directly between destinations without making any unnecessary stops and at no time during transit will marijuana products be directly visible. All marijuana packaging will have a label stating that a licensed testing facility has tested each batch in the shipment. All products and packaging that products and flower are in at the store will not be colorful or appealing to children. All products/flower that consumers purchase must, at the very least, leave the store in a child proof exit package unless the individual package is child proof.

[Form MJ-01] (rev 4/3/2019)

License # 28899



Received by AMCO 5.14.21

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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.
- 8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.
- 8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.
- 8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.
- 8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.
- 8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.
- 8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

Section 9 - Signage and Advertising

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 store will have three signs with Worner Brothers Outpost visible to the public. The signs will be no larger than 4800 square inches each. One sign on the South side of the building will be affixed to the building. One sign will be affixed to the East side deck railing. The third sign will be in the West parking lot. The signs will not have cartoons or images that are appealing or enticing to children. The signs will depict a logo with the word "Outpost" below or beside the logo. Additional signs will announce that the store is only open to those 21 years or older. The store will display additional required signage indicating operating hours, a certificate of occupancy issued by the borough, AMCO marijuana establishment signs, no loitering signs, signs indicating surveillance camera are in use, restricted access area signs, exit signs, fire extinguisher signs and any other signs required by the borough or the state.















[Form MJ-01] (rev 4/3/2019)

License # 28899

Page 9 of 11



Alaska Marijuana Control Board Form MJ-01: Marijuana Establishment Operating Plan

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

Advertising will include but not limited to printed media, labeling, website, social media, advertising specialties, and radio. All advertising will include either in print or verbally the required warnings as per AMCO regulations. Our business name will be included with all advertising.



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

<u>Leff</u> <u>lehrarr</u>-

olic in and for the State on expir Subscribed and sworn to before

License # 28899

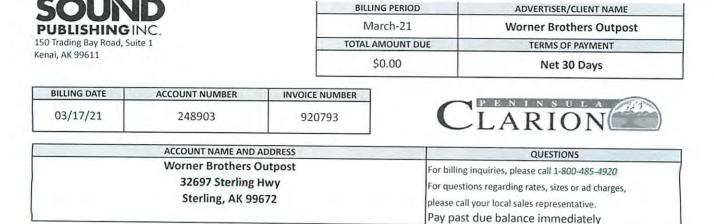
Page 10 of 11



Alaska Marijuana Control Board Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

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A FINANCE CHARGE OF 1.5% WHICH IS A ANNUAL RATE OF 18% WILL BE ADDED TO ACCOUNTS OVER 30 DAYS

1.30

THE INVOICE/STATEMENT SHALL BE DEEMED CORRECT UNLESS ADVISED IN WRITING WITHIN 30 DAYS OF BILLING DATE

DATE	DESCRIPTION-OTHER COMMENTS/CHARGES	Size	Rate	NET AMOUN
02/28/21	Marijuana License	2x3.1	10.45	\$64.79
03/07/21				\$64.79
03/14/21				\$64.79
				\$04.73
		-	-	
			2	
< 1				
	Affidavit			¢10.00
	Sales Tax		-	\$10.00
	Payment		-	\$12.27
	rayment			-\$216.64
				\$0.00

TOTAL AMOUNT DUE

BILLING PERIOD	ACCOLINE MUNADED	
CILLING I LINOD	ACCOUNT NUMBER	ADVERTISER/CLIENT NAME
March-21	248903	Worner Brothers Outpost



REMIT TO Sound Publishing, Inc 150 Trading Bay Road, Suite 1 Kenai, AK 9611 How to pay your bill:

PC or Telephone banking through your financial institution. By credit card, please call 1-800-489-3390 By check payable to Sound Publishing, Inc.

You may also choose to call your local office at

907-283-7551 and make arrangements there.

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA, STATE OF ALASKA

SS:

Jeff Hayden 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 02/28/21 03/07/21 03/14/21

NEW RETAIL MARIJUANA LICENSE APPLICATION

Worner Brothers Outpost, LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #28899, doing business as worner brothers outpost, located at 33590 Sterling Hwy, Sterling, AK, 99672, 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 a copy of the application will be posted on AMCO's website at https://www.commerce.alaska.gov/web/amco. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

920793

Pub: Feb 28, Mar 7 & 14, 2021

SUBSCRIBED AND SWORN before me on this

2021.

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3-6-24

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



Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet <u>must</u> be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

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

Alaska Marijuana Control Board

Licensee:	Worner Brothers Outpost, LLC	License Number: 28899			
License Type:	Retail Marijuana Store				
Doing Business As:	Worner Brothers Outpost				
Physical Address:	33590 Sterling Hwy		_		_
City:	Sterling	State:	AK	Zip Code:	99672
Designated Licensee:	Jeff Worner			-	
Email Address:	jworner@gmail.com				

Section 2 – Attached Items

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

Attached Items:	Food Service Permit Application Stamped as Received

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	



Application for Food Establishment Permit

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



		and a second second	Permit ID:	a terrappana da	
Sect	ion 1- GENERAL INFORMATION (All applicar	nts complete	entire section	– please print)).
Purpo	se (check one) 🗵 New 🗆 Information Change 🗆 Exten	sive Remodel	Change of own	ner/operator 🗆 F	Reactivate
	Name of Entity or Owner Responsible for Food Service Worner Brothers Outpost LLC			AK Business License 2125467	ə #
siness tion	Business/Corporate Mailing Address 32697 Sterling Hwy	City Sterling		State AK	Zip 99672
Owner/Business Information	Business/Corporate Phone 907-953-2408	Email jworner@ gm	ail.com		
ŏ	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Jeff Worner Manager/Member			Fax	
	Type of Entity Individual Partners	•	🗵 Corpora		Other:
	Establishment Name Worner Brothers Outpost	Physical Locatio 33590 Sterlir		Nearest Community Sterling	
shment ation	Establishment Mailing Address 32697 Sterling Hwy	City Sterling		State AK	Zip 99672
Establishment Information	Establishment Phone N/A	Fax		Contact Person Jeff Worner	• • • • • • • • • • • • • • • • • • • •
	Establishment Physical Address 33590 Sterling Hwy	City Sterling		State AK	Zip 99672
SEAT	ING: (Food Service Only) INA 25	5 or less	□ 26-100	□>	101
TYP	E OF OPERATION Please describe the type of facility you plan	to open below (i e	restaurant bar area	erv store etc.)	
				siy store, etc.)	
Retail	Marijuana Store				
SEC	TION 2 - NEW OR EXTENSIVELY REMODEL	ED FACILIT	TIES		
a.	plan review will be required if your facility has never been per n active permit in the last five years; will be extensively remode	eled; or is a new	construction. If any	of these apply, a F	Plan Review
	pplication is required to process your application. Have you at				□ No
SEC	TION 3 – COMPLETE FOR ALL FOOD ESTA FOOD SERVICE			арріу)	
a. A	copy of your menu will be required. Have you attached a		And the second	□ Yes	凶 No
	ttach appropriate label, placard, or menu notation for the	consumer advi	sories if you serve		
	Wild Mushrooms Unpasteurize			ed halibut, salmo	
0. 1	Raw/undercooked animal foods such as beef, s lethods of food preparation (check the one that most clos			arood, and shell	isn.
C. IV	Assembly of Ready to Eat Foods	•	k and Serve		
	☐ Hot or cold Service for 2 hours or more is done				
	Complex (Preparation 1 day or more in advance)		reheating is done)		
d. S			fet line, salad bar)		Service
e. D	o you plan to operate as a <u>caterer</u> ?			□ Yes	🖾 No
lf	yes, list all the equipment used to protect food from cont Transportation:		maintain product t Cold Holding:	emperature durin	ıg:
				DEOF	
		the set formula to the set		RECEI	VEL)

Form 18-31-APP.01 (Rev 4/13)

MAY 20 2021

ADEC Kenai Area Office

Received by AMCO 5.14.21

	Permit ID(s)Establishment Name(s)		
f.	Will your food establishment be a kiosk or mobile unit?	□ Yes	🖾 No
	Are employee toilets available within 200 feet?	⊠ Yes	🗆 No
	If you have an agreement with another business to use their restrooms, please attach written verification.		
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	□ Yes	□ No
	If you have a kiosk, is it located outside of a building?	□ Yes	
	Will you have a service provide water or remove wastewater?	□ Yes	🖾 No
	If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and freque	псу.	
a	Will another permitted food establishment (commissary) provide support to your facility? If yes,	attach a copy of	the
g.	Commissary Agreement	□ Yes	□ No
	FOOD PROCESSORS	labels of each pr	oduct to be
а.	A copy of a label for each type of product you will produce is required. Have you attached food		
	produced?		
b.	Describe who you will be distributing your product to (i.e. grocery stores, etc):		-
reta	il customers, licensed marijuana retailers		
C.	Will you be doing any of the following processes? Check all that apply.		
	Reduced Oxygen Packaging Smoking Other: N/A		
	Low Acid Canned Foods Curing		
	Shelf Stable Acidified Foods Dehydrating		
	Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.		X N/A
d.	Do you have a HACCP Plan?		
	Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing	IOW ACIU IOUUS, IEU	acea oxygen
e.	packaging, etc. You are required to have a product coding system and a recall plan. Have you attached a cop	v of the coding s	vstem and
с.	recall procedures?	🛛 Yes	No 🗆 No
	MOBILE RETAIL VENDOR SELLING SEAFOOD		
a.	A list of products that you will be selling is required. Have you attached a copy of the list of prod	ducts? Yes	
b.	Provide names of suppliers where you will be purchasing your product:		
L	censed Marijuana Retailers, Cultivators, Manufacturers		
C.	Will all of your product be prepackaged?	Ves Yes	
d.	Will another permitted food establishment (commissary) provide support to your facility? If yes,	attach a copy of	the
	Commissary Agreement.	□ Yes	🖾 No
	MACHINES VENDING POTENTIALLY HAZARDOUS FOODS		
a.	Have you attached the label that will be affixed to the front of each machine with name, physic		
	of the permitted food establishment servicing the machine?	□ Yes	□ No
S	ECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card		
a.	Have you attached a copy of a Food Manager's Certification?		
	The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment	, lavern, or innited i	ood service, must
b.	Does everyone who works or will work at the food establishment have a Food Worker Card?	🛛 Yes 🛛 No	
	An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department	for each employed	food worker and
-	make the copy available to the Department upon request.	tatomonte) has h	oon overlined
/ d bv	eclare, under penalty of unsworn falsification, that this application (including any accompanying s me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fe	es before operat	ing.
	$\bigwedge II I$	- 1 /-	
Ар	plicant's Signature bld blowed Date 5	112/21	
	1- Cliberge	harar Alix	mba
Ар	plicant's Printed Name JETT WOMCO Title 71	Ligger five	

Form 18.31.APP.01 (Rev 4/13)

OPERATING AGREEMENT OF WORNER BROTHERS OUTPOST, LLC an Alaska limited liability company

THIS OPERATING AGREEMENT (this "Agreement") is entered into effective as of the 24th day of February, 2021 (the "Effective Date"), by and among Jeff Worner and Allen Worner (collectively referred to in this agreement as the "Members")

Section I Formation; Name and Office; Purpose

1.1. Formation. Pursuant to the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995 (the "Act"), the parties have formed an Alaska limited liability company effective upon the filing of the Articles of Organization of this Company (the "Articles") with the State of Alaska Department of Commerce, Community, and Economic Development. The parties have executed this Agreement to serve as the "Operating Agreement" of the Company, as that term is defined in A.S. Section 10.50.095, and, subject to any applicable restrictions set forth in the Act, the business and affairs of the Company, and the relationships of the parties to one another, shall be operated in accordance with and governed by the terms and conditions set forth in this Agreement. By executing this Agreement, the Members certify that those executing this Agreement constitute all of the Members of the Company at the time of its formation. The parties agree to execute all amendments of the Articles, and all filing, publication, and other acts as may be appropriate from time to time hereafter to comply with the requirements of the Act.

1.2. *Name and Known Place of Business*. The Company shall be conducted under the name of WORNER BROTHERS OUTPOST, LLC, and the known place of business of the Company shall be at 33590 Sterling Highway, Sterling, Alaska 99672, or such other place as the Members may from time to time determine.

1.3. *Purpose*. The purpose and business of this Company shall be to operate a retail store and any other lawful purpose as may be determined by the Members. The Company shall have the power to do any and all acts and things necessary, appropriate, or incidental in furtherance of such purpose.

1.4. *Treatment as a Partnership*. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a partnership for federal income tax purposes, but that the Company shall not be operated or treated as a partnership for purposes of the federal Bankruptcy Code. No Member shall take any action inconsistent with this intent.

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OUTPOST, LLC OPERATING AGREEMENT

1.5. *Registered Agent.* Jeff Worner is the Company's initial registered agent in the State of Alaska, and the registered office is 32697 Sterling Highway, Sterling, Alaska 99672.

1.6. *Term*. The term of the Company commences on February 15, 2021 and shall continue perpetually unless sooner terminated as provided in this Agreement.

Section II Definitions

The following terms shall have the meanings set forth in this Section II:

"Act" means the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995, as amended from time to time (or any corresponding provisions of succeeding law).

"Affiliate" means, with respect to any Interest Holder or Member, any Person: (i) who is a member of the Interest Holder's or Member's Family; (ii) which owns more than ten percent (10%) of the voting or economic interests in the Interest Holder or Member; (iii) in which the Interest Holder or Member owns more than ten percent (10%) of the voting or economic interests; or (iv) in which more than ten percent (10%) of the voting or economic interests are owned by a Person who has a relationship with the Interest Holder or Member or Member described in clause (i), (ii), or (iii) above.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by an Interest Holder, net of liabilities secured by the contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code.

"Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members. Cash Flow shall be increased by the reduction of any reserve previously established.

"Event of Withdrawal" means those events and circumstances listed in Section 10.50.220 and 10.50.225 of the Act provided, however, that following an Event of Withdrawal described in Section 10.50.220 and 10.50.225(4) of the Act the Member shall remain a Member until it ceases to exist as a legal entity.

2

OUTPOST, LLC OPERATING AGREEMENT

"Family" means a Person's spouse, lineal ancestor, or descendant by birth or adoption, sibling, and trust for the benefit of such Person or any of the foregoing.

"Fiscal Year" or "Annual Period" means the fiscal year of the Company, as determined under Section V.

"Interest" means a Person's share of the Profits and Losses (and specially allocated items of income, gain, and deduction) of, and the right to receive distributions from, the Company.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

"Involuntary Transfer" shall include, without limitation, any Transfer of a Member or Interest Holder's Interest pursuant to any order of any court relating to any petition for divorce, legal separation, marital dissolution, or annulment, or any guardianship, conservatorship, or other protective proceeding.

"*Majority in Interest*" means one or more Members who own, collectively, a simple majority of the Percentage Interests held by Members.

"*Majority of the Members*" means one or more of the Members, regardless of the Percentage Interest held by the Members.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company until such time as an Event of Withdrawal has occurred with respect to such Member.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest, (ii) right to inspect the Company's books and records, and (iii) right to participate in the management of and vote on matters coming before the Company.

"Percentage Interest" means, as to a Member, the percentage set forth after the Member's name on **Exhibit A**, as amended from time to time, and, as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Interest.

"Person" means and includes an individual, corporation, partnership, association,

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limited liability company, trust, estate, or other entity.

"*Property*" means all real and personal property (including cash) acquired by the Company, and any improvements thereto.

"Transfer" means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

Section III Capital Contributions, Financial Provisions and Tax Matters

3.1. Capital Contributions.

3.1.1. *Initial Capital Contributions*. Upon the execution of this Agreement, the Members have or shall make contributions to the capital of the Company as set forth in **Exhibit A** attached hereto and by this reference made a part hereof.

3.1.2. *Additional Capital Contributions*. No Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligation of the Company.

3.2. Withdrawal or Return of Capital Contributions. Except as specifically provided in this Agreement, no Interest Holder shall have the right to withdraw or reduce the Capital Contributions he or she makes to the Company. Upon dissolution of the Company or liquidation of his or her interest in the Company, each Interest Holder shall look solely to the assets of the Company for return of his or her Capital Contributions and, if the Company's property remaining after the payment or discharge of the debts, obligations, and liabilities of the Company is insufficient to return the Capital contributions of each Interest Holder, no Interest Holder shall have any recourse against the Company, any Interest Holder, or Member except for gross negligence, malfeasance, bad faith, or fraud.

3.3. *Form of Return of Capital.* Under circumstances requiring a return of any Capital Contributions, no Interest Holder shall have the right to receive property other than cash except as may be specifically provided herein.

3.4. Salary or Interest. Except as otherwise expressly provided in Section V of this Agreement, no Interest Holder shall receive any interest, salary, or drawing with respect to his or her Capital Contributions or his or her Capital Account, or for services

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rendered on behalf of the Company.

3.5. *Member Loans*. If the Members determine that the Company requires additional capital to carry out the purposes of the Company, the Members shall have the right, but not the obligation, to make loans to the Company (a "Member Loan"). Such Member Loans shall be made by the Members willing to make such Member Loans *pro rata* based on their Percentage Interests unless the Members willing to make such Member Loans agree otherwise.

3.6. Terms of Member Loans. All Member Loans made pursuant to Section 3.5 shall bear interest at the prime rate of interest as reported by *the Wall Street Journal* - *Western Edition*, shall be unsecured, and shall be repaid in full out of available funds of the Company before any distribution may be made to any Member. If more than one Member has made a Member Loan, repayment shall be made to each Member in proportion to the amount of principal each has advanced.

3.7. *Title to Assets*. All personal and real property of this LLC shall be held in the name of the LLC, not in the names of the individual members.

3.8. *Tax Matters*. Tax matters of this LLC are governed by the provisions in **Exhibit B** attached hereto.

Section IV Distributions

4.1. Distributions. Except as otherwise provided in this Agreement, distributions shall be made to the Interest Holders at such times and in such amounts as determined by the Members. Distributions will be made to Interest Holders *pro rata*, in proportion to their Percentage Interests. Notwithstanding the other provisions of this Section, all Cash Flow for each Fiscal Year of the Company shall be distributed to the Interest Holders no later than seventy-five (75) days after the end of such Fiscal Year.

4.2. General.

4.2.1. Form of Distribution. In connection with any distribution, no Interest Holder shall have the right to receive Property other than cash except as may be specifically provided herein. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any InterestHolder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Interest Holders otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be

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selected by the Members.

4.2.2. *Withholding*. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement.

4.2.3. Varying Interests; Distributions in Respect to Transferred Interests. If any Interest is sold, assigned, or transferred in compliance with the provisions of this Agreement, all distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making distributions, and allocating Profits, Losses, and other items of income, gain, loss, and deduction pursuant to Exhibit B hereof, the Company shall recognize the transfer not later than the end of the calendar month during which it is given notice of such, provided that if the Company does not receive a notice stating the date such Interest was transferred and such other information as it may reasonably require within thirty (30) days after the end of the Fiscal Year during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Company, on the last day of the Fiscal Year during which the transfer occurs, was the owner of the Interest. Neither the Company nor any Interest Holder shall incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not any Interest Holder or the Company has knowledge of any transfer of ownership of Interest.

Section V Management

5.1. *Management.* Subject to the rights under the Act or the provisions of this Agreement to approve certain actions, the business and affairs of the Company shall be managed exclusively by its Members. The Members shall direct, manage, and control the business of the Company to the best of their ability and, subject only to those restrictions set forth in the Act or this Agreement, shall have full and complete authority, power, and discretion to make any and all decisions and to do any and all things which the Members deem appropriate to accomplish the business and objectives of the Company. Each Member agrees not to incur any liability on behalf of the other Members to any liability, except in all instances as contemplated hereby.

5.2. *Certain Management Powers of the Member*. Without limiting the generality of Section 5.1, the Members shall have power and authority on behalf of the Company:

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5.2.1. In the ordinary course of business, to acquire property from and sell property to any person as the Members may determine. The fact that a Member is directly or indirectly affiliated or connected with any such person shall not prohibit dealing with that Person;

5.2.2. Subject to approval by a Majority of the Members under Section 5.3.4, to use credit facilities and borrow money for the Company from banks, other lending institutions, the Interest Holders, or Affiliates of the Interest Holders, on such terms as approved by the Members, and in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt or other obligation shall be contracted or liability incurred by or on behalf of the Company by the Member;

5.2.3. To purchase liability and other insurance to protect the Members and the Company's property and business;

5.2.4. Subject to approval by a Majority of the Members, to hold and own any Company real and personal property in the name of the Company or others as provided in this Agreement;

5.2.5. Subject to approval by a Majority of the Members, to execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments, mortgages, or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, and any other instruments or documents necessary, in the opinion of the Member, to accomplish the purposes of the Company;

5.2.6. To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and compensate them from Company funds;

5.2.7. Except for the agreements described in Section 5.3.6 below, to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Member may approve;

5.2.8. To vote any shares or interests in other entities in which Company holds an interest;

5.2.9. To do and perform all other acts as may be necessary or appropriate to accomplish the purposes of the Company; and

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5.2.10. To take such other actions as do not expressly require the consent of any non-managing Members under this Agreement.

A Member may act by a duly authorized attorney-in-fact. Unless authorized to do so by this Agreement, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

5.3. Actions Requiring Approval of the Members. In addition to those actions for which this Agreement specifically requires the consent of the Members, the following actions require approval by a Majority of the Members:

5.3.1. Amend this Agreement or the Articles, except that any amendments required under the Act to correct an inaccuracy in the Articles may be filed at any time;

5.3.2. Authorize the Company to make an assignment for the benefit of creditors of the Company, file a voluntary petition in bankruptcy, or consent to the appointment of a receiver for the Company or its assets; or

5.3.3. Approve a plan of merger or consolidation of the Company with or into one or more business entities;

5.3.4. Borrow money for the Company from banks, other lending institutions, the Interest Holders, Members, or Affiliates of the Interest Holders or to hypothecate, encumber, or grant security interests in the assets of the Company;

5.3.5. Sell or otherwise dispose of all or substantially all of the assets of the Company in a single transaction or a series of related transactions; or

5.3.6. Enter into any contract or agreement between the Company and any Member, Interest Holder, or Affiliate of a Member or Interest Holder without the consent of a Majority of the Members.

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

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5.5. *Compensation and Expenses*. The Company may enter into management or employment contracts, under such terms and conditions and providing for such compensation as shall be approved by the Members as provided herein, with one or more Member or Interest Holders or Persons Affiliated with the Member or Interest Holders.

5.6. Books and Records. At the expense of the Company, the Members shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and kept at the Company's known place of business and such other location or locations as the Members shall from time to time determine. At a minimum the Company shall keep at its known place of business the following records:

5.6.1. A current list of the full name and last known business, residence, or mailing address of each Member;

5.6.2. A copy of the initial Articles and all amendments thereto and restatements thereof;

5.6.3. Copies of the Company's federal, state, and local income tax returns and reports, if *any*, for the three most recent fiscal years;

5.6.4. Copies of this Agreement and all amendments hereto or restatements hereof, including any prior operating agreements no longer in effect;

5.6.5. Copies of any documents relating to a Member's obligation to contribute cash, property, or services to the Company;

5.6.6. Copies of any financial statements of the Company for the three most recent fiscal years; and

5.6.7. Copies of minutes of all meetings of the Members and all written consents obtained from Members for actions taken by Members without a meeting.

5.7. Financial Accounting / Member Access to Books and Records. The Members shall prepare and make available a financial accounting of the Company no less than once (1) every sixty (60) days. Within three (3) calendar days following written notice, which may be submitted in writing, via facsimile or electronic mail, each Member shall have the right, during normal business hours, to inspect and copy, at the Member's expense, the Company's books and records.

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5.8. *Reports*. Within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the Fiscal Year a complete accounting of the affairs of the Company for the Fiscal Year then ended. In addition, within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was an Interest Holder at any time during the Fiscal Year, the tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

5.9. *Title to Company Property.*

5.9.1. Except as provided in Section 5.9.2, all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

5.9.2. Ten (10) days after giving notice, the Members may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Members may cause title to be acquired and held any one Member's name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company and all of that property shall be treated as Company property. The notice to be given to the Members under this section shall identify the asset or assets to be titled outside of the Company name, the Person in whom legal title is intended to vest, and the reason for the proposed transaction. If any Member provides written notice of an objection to the transaction before the expiration of the ten (10) day period, the transaction shall not be consummated except upon approval of a Majority of the Members.

Section VI Members

6.1. *Meetings*. Unless otherwise prescribed by the Act, meetings of the Members may be called, for any purpose or purposes, by a Majority of the Members.

6.2. *Place of Meetings*. Whoever calls the meeting may designate any place, either within or outside the State of Alaska, as the place of meeting for any meeting of the Members.

6.3. Notice of Meetings. Except as provided in this Agreement, written notice 10

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stating the date, time, and place of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than fifty (50) days before the date of the meeting, either personally or by mail, electronic mail, facsimile, or overnight or next-day delivery services by or at the direction of the person or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail, postage prepaid, addressed to the Member at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date of such electronic mail or facsimile transmission to the electronic mail address or fax number, if any, for the respective Member which has been supplied by such Member to the Company and identified as such Member's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the Member at his or her address as it appears on the books of the Company. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty (30) days. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

6.4. *Meeting of All Members.* If all of the Members shall meet at any time and place, including by conference telephone call, either within or outside of the State of Alaska, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice.

6.5. *Record Date*. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless notice of the adjourned meeting is required to be given pursuant to Section 6.3.

6.6. *Quorum*. A Majority of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. Business may be conducted once a quorum is present.

6.7. Voting Rights of Members. Each Member shall be entitled to one (1) vote on all matters stipulated herein. If all of an Interest is transferred to an assignee who does not become a Member, the Member from whom the Interest is transferred shall no longer be entitled to vote. No withdrawn Member shall be entitled to vote nor shall such Member's Interest be considered outstanding for any purpose pertaining to meetings or voting.

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6.8. *Manner of Acting*. Unless otherwise provided in the Act, the Articles of Organization, or this Agreement, the affirmative vote of a Majority of the Members at a meeting at which a quorum is present shall be the act of the Members.

6.9. *Proxies*. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of its exercise. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.10. Action by Members without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, circulated to all the Members with an explanation of the background and reasons for the proposed action, signed by that percentage or number of the Members required to take or approve the action. Any such written consent shall be delivered to the Members of the Company for inclusion in the minutes or for filing with the Company records. Action taken by written consent under this Section shall be effective on the date the required percentage or number of the Members have signed and delivered the consent to all Members, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the written consent is circulated to the Members.

6.11. *Telephonic Communication*. Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person, except where the Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

6.12. *Waiver of Notice*. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

Section VII Transfers and Withdrawals

7.1. *Transfers.* Except as otherwise provided in this Section VII no Member may Transfer all, or any portion of, or any interest or rights in, the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any interest or rights in, any Interest without the prior written consent of the other Members, which

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consent may be withheld in the Members' sole and absolute discretion. Any sale or foreclosure of a security interest will itself constitute a Transfer independent of the grant of security. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this Section 7.1 shall be deemed invalid, null, and void, and of no force or effect. Any Person to whom Membership Rights or an Interest are attempted to be transferred in violation of this Section 7.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive allocations or distributions from the Company, or have any other rights in or with respect to the Membership Rights or Interest.

7.2. *Withdrawal*. Except as otherwise provided in this Agreement, no Member shall have the right to withdraw from the Company. Any such withdrawal shall constitute a material breach of this Agreement and the Company shall have the right to recover damages from the withdrawn member and to offset the damages against any amounts otherwise distributable to such Member under this Agreement.

7.3. Option on Death, Bankruptcy or Involuntary Transfer. On the death, bankruptcy, or similar event (whether voluntary or involuntary) of a Member or Interest Holder, and upon any Involuntary Transfer, the Member or Interest Holder (or such Person's estate) shall offer, or shall automatically be deemed to have offered, to sell the Member's or Interest Holder's Interest to the Company or its nominee. Upon the approval of a Majority of the Members other than the offering Member, the Company or its nominee shall have the right and option, within seventy-five (75) days after the Members' actual knowledge of the death, bankruptcy, or similar event, to acquire the Interest, for the purchase price and on the terms set forth in **Exhibit C** attached hereto and made a part hereof. If the Interest is not purchased by the Company or its nominee, the Interest shall be transferred to the assignee of the Interest but shall remain fully subject to and bound by the terms of this Agreement.

7.4. No Transfer of Membership Rights. The Transfer of an Interest shall not result in the Transfer of any of the Transferring Member's other Membership Rights, if any, and unless the transferee is admitted as a Member pursuant to Section VII of this Agreement, the transferee shall only be entitled to receive, to the extent transferred, the share of distributions, including distributions representing the return of contributions, and the allocation of Profits and Losses (and other items of income, gain, or deduction), to which the Transferring Member's Interest. The transferee shall have no right to participate in the management of the business and affairs of the Company or to become or to exercise any rights of a Member.

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7.5. *Substitute Members*. Notwithstanding any provision of this Agreement to the contrary, an assignee of a Member may only be admitted as a substitute Member upon the written consent of a Majority of the non-transferring Members, which consent may be withheld in the Members' sole and absolute discretion.

7.6. *Additional Members*. The Company shall not issue additional Interests after the date of formation of the Company without the written consent or approval of a Majority of the Members, which consent may be withheld in the Members' sole and absolute discretion.

7.7. *Expenses*. Expenses of the Company or of any Interest Holder occasioned by transfers of Interests shall be reimbursed to the Company or Interest Holder, as the case may be, by the transferee.

7.8. Distributions on Withdrawal. Upon the occurrence of an Event of Withdrawal with respect to a Member, the withdrawn Member shall not be entitled to receive a withdrawal distribution but the withdrawn Member (or the withdrawn Member's personal representatives, successors, and assigns) shall be entitled to receive the share of distributions, including distributions representing a return of Capital Contributions, and the allocation of Profits and Losses, to which the withdrawn Member otherwise would have been entitled if the Event of Withdrawal had not occurred, during the continuation of the business of the Company and during and on completion of winding up. If the Event of Withdrawal violated this Agreement, the distributions paid to the withdrawn Member shall be offset by any damages suffered by the Company or its Members as a result of the Event of Withdrawal.

Section VIII Dissolution and Termination

8.1. Dissolution.

8.1.1. *Events of Dissolution.* The Company will be dissolved upon the occurrence of any of the following events:

8.1.1.1. Upon the written consent of a Majority of the Members;

8.1.1.2. Upon the entry of a decree of dissolution under Section 10.50.405 of the Act or an administrative dissolution under Section 10.50.408 of the Act;

8.1.1.3. Upon the sale or other disposition of all or substantially all of the Company's assets and receipt by the Company of the proceeds therefrom; or

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8.1.1.4. Upon the occurrence of an Event of Withdrawal of the last remaining Member unless within ninety (90) days all assignees of Interests in the Company consent in writing to admit at least one member to continue the business of the company.

8.2. *Continuation*. An Event of Withdrawal with respect to a Member shall not cause dissolution, and the Company shall automatically continue following such an Event of Withdrawal.

8.3. Distributions and Other Matters. The Company shall not terminate until its affairs have been wound up and its assets distributed as provided herein. Promptly upon the dissolution of the Company, the Members shall cause to be executed and filed a Notice of Winding Up with the Alaska Department of Commerce, Community, and Economic Development, and will liquidate the assets of the Company and apply and distribute the proceeds of such liquidation, or distribute the Company's assets in kind, as follows and in the following order:

8.3.1. Ordinary Debts. To payment of the debts and liabilities of the Company, including debts owed to Interest Holders, in the order of priority provided by law; provided that the Company shall first pay, to the extent permitted by law, liabilities with respect to which any Interest Holder is or may be personally liable;

8.3.2. *Reserves and Distributions.* To the setting up of such reserves as the Members may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company business;

8.3.3. *Remainder*. The balance of the proceeds shall be distributed to the Interest Holders in accordance with the positive balance in their Capital Accounts, determined as though all of the Company assets were sold for cash at their fair market value as of the date of distribution. Any such distributions shall be made in accordance with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2).

8.4. Deficit Capital Accounts. Notwithstanding anything to the contrary in this Agreement, if any Interest Holder's Capital Account has a deficit balance (taking into account all contributions, distributions, and allocations for the year in which a liquidation occurs), the Interest Holder shall not be obligated to make any contribution to the capital of the Company and the negative balance of such Interest Holder's Capital Account shall not be considered a debt owed by the Interest Holder to the Company or to any other person for any purpose whatsoever.

8.5. *Rights of Interest Holders—Distributions of Property*. Except as otherwise provided in this Agreement, each Interest Holder shall look solely to the assets of the 15

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Company for the return of his or her Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company. No Interest Holder shall have priority over any other Interest Holder for the return of his or her Capital Contributions, distributions, or allocations.

8.6. *Articles of Termination*. When all the assets of the Company have been distributed as provided herein, the Members shall cause to be executed and filed Articles of Termination as required by the Act.

Section IX Other Interests of an Interest Holder

Any Interest Holder may engage in or possess interests in other business ventures of every nature and description, independently or with others. Neither the Company nor any Interest Holder shall have any right to any independent ventures of any other Interest Holder or to the income or profits derived therefrom. The fact that an Interest Holder, a member of his or her Family, or an Affiliate is employed by, or owns, or is otherwise directly or indirectly interested in or connected with, any person, firm, or corporation employed or retained by the Company to render or perform services, including without limitation, management, contracting, mortgage placement, financing, brokerage, or other services, or from whom the Company may buy property or merchandise, borrow money, arrange financing, or place securities, or may lease real property to or from the Company, shall not prohibit the Company from entering into contracts with or employing that person, firm, or corporation or otherwise dealing with him or it, and neither the Company nor any of the Interest Holders as such shall have any rights in or to any income or Profits derived therefrom.

Section X Indemnity

10.1. Indemnity Rights. The Company shall indemnify each Interest Holder who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of his or her actions as an Interest Holder or by reason of his or her acts while serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, and against judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided that the acts of such Interest Holder were not committed with gross negligence or willful misconduct, and, with respect to any criminal action or proceeding, such Interest Holder had no reasonable cause to believe his or her conduct was

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unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or its equivalent, shall not, in and of itself, create a presumption that the Interest Holder acted with gross negligence or willful misconduct, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2. Notice and Defense. Any Interest Holder who is or may be entitled to indemnification shall give timely written notice to the Company, the Interest Holders that a claim has been or is about to be made against him or her, shall permit the Company to defend him or her through legal counsel of its own choosing, and shall cooperate with the Company in defending against the claim. The Interest Holder shall have the sole power and authority to determine the terms and conditions of any settlement of the claim.

10.3. Other Sources. The indemnification provided for herein shall apply only in the event, and to the extent that, the person is not entitled to indemnification, or other payment, from any other source (including insurance), and the Company's indemnity obligations hereunder shall be in excess of any indemnification or other payment provided by such other source.

10.4. *Survival.* The indemnification provided for herein shall continue as to a person who has ceased to be an Interest Holder and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section XI Miscellaneous

11.1. Notices. Any notice, demand, offer, or other communication which any person is required or may desire to give to any other person shall be delivered in person or by United States mail, electronic mail, facsimile, or overnight or next-day delivery service. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail, postage prepaid, addressed to the person at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date of such electronic mail or facsimile transmission to the electronic mail address or facsimile number, if any, for the person which has been supplied by such person and identified as such person's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the person at his or her address as it appears on the books of the Company at the next business day after deposit with the delivery service addressed to the person at his or her address as it appears on the books of the Company.

11.2. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the

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institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

11.3. *Partial Invalidity*. The invalidity of any portion of this Agreement will not affect the validity of the remainder hereof.

11.4. Governing Law; Parties in Interest. This Agreement will be governed by and construed according to the laws of the State of Alaska without regard to conflicts of law principles and will bind and inure to the benefit of the heirs, successors, assigns, and personal representatives of the parties.

11.5. *Execution in Counterparts*. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

11.6. *Titles and Captions*. All article, section, or paragraph titles or captions contained in this Agreement are for convenience only and are not deemed part of the context thereof.

11.7. *Pronouns and Plurals*. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

11.8. *Waiver of Action for Partition*. Each of the Interest Holders irrevocably waive any right that he or she may have to maintain any action for partition with respect to any of the Company Property.

11.9. *Entire Agreement*. This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof.

11.10. *Estoppel Certificate*. Each Member shall, within ten (10) days after written request by any Member or the Members, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof.

Section XII Arbitration

If the parties are unable to resolve any dispute arising out of this Agreement either

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during or after its term informally, including the question as to whether any particular matter is arbitrable, the parties agree to submit the matter to binding arbitration. In the event the parties have not agreed upon an arbitrator within twenty (20) days after either party has demanded arbitration, either party may file a demand for arbitration with an Alaska regional office of the American Arbitration Association ("AAA") and a single arbitrator shall be appointed in accordance with the then existing Commercial Arbitration Rules of the AAA. At all times during arbitration, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to insure that this purpose is preserved. The dispute between the parties shall be submitted for determination within sixty (60) days after the arbitrator has been selected. The decision of the arbitrator shall be rendered within thirty (30) days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be in writing and shall specify the factual and legal basis for the decision. Upon stipulation of the parties, or upon a showing of good cause by either party, the arbitrator may lengthen or shorten the time periods set forth herein for conducting the hearing or for rendering a decision. The decision of the arbitrator shall be final and binding upon the parties. Judgment to enforce the decision of the arbitrator, whether for legal or equitable relief, may be entered in any court having jurisdiction thereof, and the parties hereto expressly and irrevocably consent to the jurisdiction of the Alaska Courts for such purpose. The arbitrator shall conduct all proceedings pursuant to the then existing Commercial Arbitration Rules of the AAA, to the extent such rules are not inconsistent with the provisions of this Article III. The AAA Uniform Rules of Procedure shall not apply to any arbitration proceeding relating to the subject matter or terms of the documents. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

Section XIII Agreement of Spouses of Members

By executing this Agreement, the spouse of each Interest Holder acknowledges and consents to the terms and conditions of this Agreement and agrees, for himself or herself and for the community of himself and herself and the Interest Holder, to be bound hereby. Each spouse of an Interest Holder, for himself or herself and the community of which he or she is a member, hereby irrevocably appoints the Interest Holder as attorney-in-fact with an irrevocable proxy coupled with an Interest to vote on any matter to come before the Members or to agree to and execute any amendments of this Agreement without further consent or acknowledgment of the spouse and to execute proxies, instruments, or documents in the spouse's name as may be required to effect the same. This power of

OUTPOST, LLC OPERATING AGREEMENT

attorney is intended to be durable and shall not be affected by disability of the spouse.

Section XIV Representation

The parties hereby acknowledge that (i) Carlson Law, LLC (the "Firm") has represented WORNER BROTHERS OUTPOST, LLC in connection with the drafting of this Operating Agreement, (ii) that each of the other parties has been advised to seek independent counsel in connection with such matters, and (iii) that the Firm does not represent any Member individually either directly or indirectly, but rather represents the Company. Payment of the Firm's fees by the Company shall not alter or amend any of the relationships.

IN WITNESS WHEREOF, the Members of this LLC sign and adopt this agreement as the operating agreement of this LLC, effective as of the date first set forth below.

Date:	2/23/21	
Signature:	Gffelderner	
Printed Name:	Jeff Worner	, Member
Date:	2/23/21	
Signature:	della	
Printed Name:	Allen Worner	, Member

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EXHIBIT A

Members, Capital Contributions, and Interest

<u>Member</u>	<u>Initial Capital</u> <u>Contribution</u>	<u>Current</u> <u>Account</u>	<u>Capital</u>	<u>Percentage</u> Interest
Jeff Worner	Cash	\$	920.00	92.00%
Allen Worner	Cash	\$	80.00	08.00%
TOTAL		\$	1,000	100.00%

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OUTPOST, LLC OPERATING AGREEMENT

EXHIBIT B

<u>Tax Matters</u>

1. *Definitions*. The capitalized words and phrases used in this **Exhibit B** shall have the following meanings:

1.1. "Adjusted Book Value" means with respect to Company Property, the Property's Initial Book Value with the adjustments required under this Agreement.

1.2. "Adjusted Capital Account Deficit" means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

1.2.1. the Capital Account shall be increased by the amounts which the Interest Holder is obligated to restore under this Agreement or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(1) and (i)(5) (i.e., the Interest Holder's share of Minimum Gain and Member Minimum Gain); and

1.2.2. the Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition of Adjusted Capital Account Deficit is intended to comply with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with that Regulation.

1.3. "Capital Account" means the account maintained by the Company for each Interest Holder in accordance with the following provisions:

1.3.1. An Interest Holder's Capital Account shall be credited with the amount of money contributed by the Interest Holder to the Company; the fair market value of the Property contributed by the Interest Holder to the Company (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code); the Interest Holder's allocable share of Profit and items of income and gain; and the amount of Company liabilities that are assumed by the Interest Holder under Regulation Section 1.704-1(b)(2)(iv)(c);

1.3.2. An Interest Holder's Capital Account shall be debited with the amount of money distributed to the Interest Holder; the fair market value of any Company property distributed to the Interest Holder (net of liabilities secured by such distributed Property that

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OUTPOST, LLC OPERATING AGREEMENT

the Interest Holder is considered to assume or take subject to under Section 752 of the Code); the Interest Holder's allocable share of Loss and items of deduction; and the amount of the Interest Holder's liabilities that are assumed by the Company under Regulation Section 1.704-1(b)(2)(iv)(c);

1.3.3. If Company Property is distributed to an Interest Holder, the Capital Accounts of all Interest Holders shall be adjusted as if the distributed Property had been sold in a taxable disposition for the gross fair market value of such Property on the date of distribution (taking into account Section 7701 of the Code) and the Profit or Loss from such disposition allocated to the Interest Holders as provided in this **Exhibit B**.

1.3.4. If money or other Property (other than a *de minimis* amount) is (a) contributed to the Company by a new or existing Interest Holder in exchange for an interest in the Company; or (b) distributed by the Company to a retiring or continuing Interest Holder as consideration for an interest in the Company; then, if the Members deem such an adjustment to be necessary to reflect the economic interests of the Interest Holders, the Book Value of the Company's Property shall be adjusted to equal its gross fair market value on such date (taking into account Section 7701(g) of the Code) and the Capital Accounts of all Interest Holders shall be adjusted in the same manner as if all the Company Property had been sold in a taxable disposition for such amount on such date and the Profit or Loss allocated to the Interest Holders as provided in this **Exhibit B**.

1.3.5. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the Book Value of the Company's Property and the Capital Account of the Interest Holders shall be adjusted in a manner consistent with the manner in which the Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

1.3.6. If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts or the Adjusted Book Value of Company Property shall be interpreted and applied in a manner consistent with that Section of the Regulations.

1.4. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

1.5. *"Company Minimum Gain"* has the meaning set forth in Regulation Section 23

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1.704-2(b)(2) for "partnership minimum gain."

1.6. "*Initial Book Value*" means, with respect to Property contributed to the Company by an Interest Holder, the Property's fair market value at the time of contribution and, with respect to all other Property, the Property's adjusted basis for federal income tax purposes at the time of acquisition.

1.7. "*Member Nonrecourse Debt*" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations for "partner nonrecourse debt."

1.8. "*Member Nonrecourse Debt Minimum Gain*" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain."

1.9. "*Member Nonrecourse Deductions*" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse deductions."

1.10. "Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions shall be determined according to the provisions of Regulation Section 1.704-2(c).

1.11. "Nonrecourse Liability" has the meaning set forth in Regulation Section 1.704-2(b)(3).

1.12. "*Profit*" and "Loss" means, for each Fiscal Year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

1.12.1. All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

1.12.2. Any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing Profit or Loss;

1.12.3. Any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be included in computing Profit or Loss;

1.12.4. If the Adjusted Book Value of Company Property differs from its adjusted basis for federal income tax purposes, then gain or loss resulting from any taxable

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OUTPOST, LLC OPERATING AGREEMENT

disposition of Company property shall be computed by reference to the Adjusted Book Value of the Property disposed of rather than the adjusted basis of the property for federal income tax purposes;

1.12.5. If the Adjusted Book Value of Company Property differs from its adjusted basis for federal income tax purposes, then in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, the depreciation, amortization (or other cost recovery deduction) shall be an amount that bears the same ratio to the Adjusted Book Value of such Property as depreciation, amortization (or other cost recovery deduction) computed for federal income tax purposes for such period bears to the adjusted tax basis of such Property. If the Property has a zero adjusted tax basis, the depreciation, amortization (or other cost recovery deduction) of such Property shall be determined under any reasonable method selected by the Company; and

1.12.6. Any items that are specially allocated pursuant to Sections 2.3 and 2.4 hereof shall not be taken into account in computing Profit or Loss.

1.13. "Treasury Regulations" or "Regulations" means the income tax regulations, including any temporary regulations, promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. *Allocations*. After making any special allocations contained in Section 2.5, remaining Profits and Losses shall be allocated for any Fiscal Year in the following manner:

2.1. Profits.

2.1.1. First, Profits shall be allocated among the Interest Holders in proportion to the cumulative Losses previously allocated to the Interest Holder under Section 2.2.3 until the cumulative Profits allocated to each Interest Holder under this subparagraph equal the cumulative Losses previously allocated to each Interest Holder under Section 2.2.3;

2.1.2. Second, Profits shall be allocated proportionately among the Interest Holders until the cumulative Profits allocated to each Interest Holder under this subparagraph equal the cumulative Priority Return each Interest Holder has received through the end of the Fiscal Year plus Losses, if any, allocated to the Interest Holder under Section 2.2.2; and

2.1.3. Third, Profits shall be allocated to the Interest Holders in accordance

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OUTPOST, LLC OPERATING AGREEMENT

with their Percentage Interests.

2.2. Losses.

2.2.1. First, Losses shall be allocated to the Interest Holders in proportion to the cumulative Profits previously allocated to the Interest Holders under Section 2.1.3 until the cumulative Losses allocated pursuant to this subparagraph to each Interest Holder are equal to the cumulative Profits previously allocated to each Interest Holder under Section 2.1.3.

2.2.2. Second, Losses shall be allocated to the Interest Holders in proportion to the cumulative Profits previously allocated to the Interest Holders under Section 2.1.2 until the cumulative Losses allocated pursuant to this subparagraph to each Interest Holder are equal to the cumulative Profits previously allocated to each Interest Holder under Section 2.1.2; and

2.2.3. Third, Losses shall be allocated to the Interest Holders in accordance with their Percentage Interests.

2.3. Loss Limitations.

2.3.1. Adjusted Capital Account Deficit. No Losses shall be allocated to any Interest Holder pursuant to Section 2.1 if the allocation causes the Interest Holder to have an Adjusted Capital Account Deficit or increases the Interest Holder's Capital Account Deficit. All Losses in excess of the limitations set forth in this Subsection shall be allocated to the other Interest Holders in accordance with the other Interest Holders' Percentage Interests until all Interest Holders are subject to the limitation of this Subsection, and thereafter, in accordance with the Interest Holders' interest in the Company as determined by the Members. If any Losses are allocated to an Interest Holder because of this Subsection, then notwithstanding any other provision of this Agreement, all subsequent Profits shall be allocated to the Interest Holders pro rata based on Losses allocated to them pursuant to this Subsection until each Interest Holder has been allocated an amount of Profits pursuant to this Subsection equal to the Losses previously allocated to that Interest Holder under this Subsection.

2.3.2. Cash Method Limitation. If the Company is on the cash method of accounting and more than 35% of the Company's Losses in any year would be allocable to Interest Holders who are limited entrepreneurs (within the meaning of § 464(e)(2) of the Code), then except as otherwise provided in Section 2.2.1, the Losses in excess of 35% otherwise allocable to those Interest Holders shall be specially allocated among the other Interest Holders in the ratio that each shares in Losses. If any Losses are allocated to an

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OUTPOST, LLC OPERATING AGREEMENT

Interest Holder under this Subsection, then notwithstanding any other provision of this Agreement, all subsequent Profits shall be allocated to the Interest Holders pro rata based on Losses allocated to them pursuant to this Subsection until each Interest Holder has been allocated an amount of Profits pursuant to this Subsection in the current and previous Fiscal Years equal to the Losses allocated to that Interest Holder pursuant to this Subsection in previous Fiscal Years.

2.4. Section 704(c) Allocations.

2.4.1. Contributed Property. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution).

2.4.2. Adjustments to Book Value. If the Adjusted Book Value of any Company asset is adjusted as provided in clause (iv) of the definition of Capital Account, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall, solely for tax purposes, take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner as provided under Code Section 704(c) and the Regulations thereunder.

2.5. *Regulatory Allocations*. The following allocations shall be made in the following order:

2.5.1. Company Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(f)(2), (3), (4), and (5), if during any Fiscal Year there is a net decrease in Company Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, succeeding taxable years) in an amount equal to that Interest Holder's share of the net decrease of Company Minimum Gain, computed in accordance with Regulation Section 1.704-2(g)(2). Allocations of gross income and gain pursuant to this Subsection shall be made first from gain recognized from the disposition of Company assets subject to Nonrecourse Liabilities to the extent of the Minimum Gain attributable to those assets and, thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Subsection shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

2.5.2. Member Nonrecourse Debt Minimum Gain Chargeback. Except as set 27

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forth in Regulation Section 1.704-2(i)(4), if during any Fiscal Year there is a net decrease in Member Nonrecourse Debt Minimum Gain, each Interest Holder with a share of that Member Nonrecourse Debt Minimum Gain (determined under Regulation Section 1.704-2(i)(5)) as of the beginning of the Fiscal Year shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, succeeding Fiscal Years) in an amount equal to that Interest Holder's share of the net decrease in Member Nonrecourse Debt Minimum Gain, computed in accordance with Regulation Section 1.704-2(i)(4). Allocations of gross income and gain pursuant to this Subsection shall be made first from gain recognized from the disposition of Company assets subject to Member Nonrecourse Debt to the extent of the Member Minimum Gain attributable to those assets and, thereafter, from a pro rata portion of the Company's other items of income and gain for the Fiscal Year. It is the intent of the parties hereto that any allocation pursuant to this Subsection shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(i)(4).

2.5.3. Qualified Income Offset. If an Interest Holder unexpectedly receives an adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), then to the extent required under Regulations Section 1.704-1(b)(2)(d), such Interest Holder shall be allocated items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain for that Fiscal Year) before any other allocation is made of Company items for that Fiscal Year, in the amount and in proportions required to eliminate the Interest Holder's Adjusted Capital Account Deficit as quickly as possible. This Subsection is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

2.5.4. *Nonrecourse Deductions*. Nonrecourse Deductions for a Fiscal Year or other period shall be allocated among the Interest Holders in proportion to their Percentage Interests.

2.5.5. *Member Nonrecourse Deductions*. Any Member Nonrecourse Deduction for any Fiscal Year or other period attributable to a Member Nonrecourse Liability shall be allocated to the Interest Holder who bears the risk of loss for the Member Nonrecourse Debt in accordance with Regulation Section 1.704-2(i).

2.5.6. *Regulatory Allocations*. The allocations contained in Section 2.5 are contained herein to comply with the Regulations under Section 704(b) of the Code. In allocating other items of Profit or Loss, the allocations contained in Section 2.5 shall be taken into account so that to the maximum extent possible the net amount of Profit or Loss allocated to each Interest Holder will be equal to the amount that would have been allocated to each Interest Holder if the allocations contained in Section 2.4 had not been made.

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OUTPOST, LLC OPERATING AGREEMENT

2.6. Varying Interests; Allocations in Respect to Transferred Interests. Profits, Losses, and other items shall be calculated on a monthly, daily, or other basis permitted under Code Section 706 and the Regulations. If any Interest is sold, assigned, or transferred in compliance with the provisions of this Agreement, profits, losses, each item thereof, and all other items attributable to such Interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company.

2.7. Tax Matters Partner. The Members shall select one Member to be the Company's tax matters partner ("Tax Matters Partner") unless the Members designate a different Person to serve in this capacity. The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. The Company shall be responsible for any costs incurred by any Member with respect to a tax audit or tax-related administrative or judicial proceeding against the Member. The Tax Matters Partner shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

2.8. *Returns and Other Elections*. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business.

2.9. Annual Accounting Period. The annual accounting period of the Company shall be its Fiscal Year. The Company's Fiscal Year shall be selected by the Members, subject to the requirements and limitations of the Code.

2.10. *Knowledge*. The Interest Holders acknowledge that they understand the economic and income tax consequences of the allocations and distributions under this Agreement and agree to be bound by the provisions of this **Exhibit B** in reporting their taxable income and loss from the Company.

2.11. Amendment. The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend this **Exhibit B** to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect the distributions to an Interest Holder without the Interest Holder's prior written consent.

OUTPOST, LLC OPERATING AGREEMENT

EXHIBIT C

<u>Formula For Determining The Purchase Price Of A Member's Interest And</u> <u>Payment Terms Pursuant To Section VII</u>

When required pursuant to Section VII of this Agreement, the value of an Interest will be determined by a valuation professional accredited in business valuation by the AICPA or American Society of Appraisers ("Appraiser"). Such Appraiser shall be jointly selected by the Company and the offering Member, Interest Holder, or such Person's estate (the "Offering Member") within fifteen (15) days after the other Members' actual knowledge of the Offering Member's death or bankruptcy. The cost of the Appraiser shall be borne equally by the Company and the Offering Member. If a mutually satisfactory Appraiser cannot be selected, then the Company and the Offering Member each shall select and pay for its own Appraiser and the two Appraisers shall attempt to reconcile their valuations to arrive at a single valuation. If they are unable to do so, they shall jointly select a third Appraiser to value the Offering Member's Interest. The cost of the third Appraiser shall be borne equally by the Company and the Offering Member. The three Appraiser shall be borne equally by the Company and the Offering Member. The three Appraiser shall be borne equally by the Company and the Offering Member. The three Appraiser shall attempt to reconcile their valuations to arrive at a single valuation to arrive at a single valuation. If they are unable to do so, they shall jointly select a third Appraiser to value the Offering Member's Interest. The cost of the third Appraiser shall be borne equally by the Company and the Offering Member. The three Appraisers shall attempt to reconcile their valuations to arrive at a single valuation. If they are unable to do so, then the middle of the three appraisals shall be used as the valuation. The standard of value shall be fair market value.

If applicable, each party shall appoint its appraiser within seven (7) days after the parties determine they cannot agree on a single appraiser. The two appraisers appointed shall select a third appraiser within seven (7) days after they determine they cannot agree on a single valuation. The appraisers shall be instructed to provide their valuations within thirty (30) days after their appointment.

Payment of the Offering Member's Interest shall be due and payable by the Company as follows: ten percent (10%) in cash within sixty (60) days after acceptance by the Company of the offer to purchase the Offering Member's Interest and the balance in ten (10) equal semi-annual installments commencing on the six (6) month anniversary of the initial down payment, together with interest on the unpaid balance from time to time outstanding until paid at the prime rate of interest reported by *The Wall Street Journal* - *Western Edition* (such rate to be determined and fixed as of the date of the initial payment hereunder), payable at the same time as and in addition to the installments of principal.

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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

This form must be completed and submitted to AMCO's main office <u>by each proposed licensee</u> (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:	Worner Brothers Outpost, LLC	License	Number:	2889	9
License Type:	Retail Marijuana Store				
Doing Business As:	Worner Brothers Outpost				
Premises Address:	33590 Sterling Hwy				
City:	Sterling	State:	AK	ZIP:	99672

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Jeff Worner
Title:	Member

Section 3 – Other Licenses

wnership 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?	1	
If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own? 15403, Worner Brothers Horticulture, LLC, Marijuana Cultivation License		

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

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

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

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

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

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

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

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

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

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

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

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

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

Initials















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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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

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

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

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

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

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

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

All marijuana establishment license applicants:

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

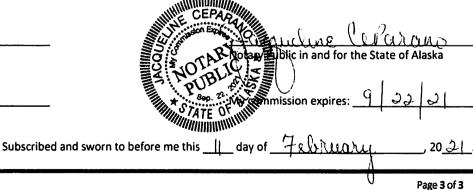
ature of licensee

COHOL & MAR,

ONTROL OFFIC

Jeff Worner

Printed name of licensee



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





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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Outpost LLC	License	e Number:	2889	9
License Type:	Marijuana Retail Store			1	
Doing Business As:	Worner Brothers Outpost				
Premises Address: 33590 Sterling Hwy					
City:	Sterling	State:	AK	ZIP:	99672

Section 2 - Individual Information

nter information f	for the individual licensee.	
Name:	Allen Worner	
Title:	Member	

Section 3 - Other Licenses

wnership 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?	\checkmark	
If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own? 154053- Worner Brothers Horticulture, LLC- Marijuana Cultivation Facility		

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

Page 1 of 3



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.	Fa
I certify that I am not currently on felony probation or felony parole.	Aar
I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.	RW
I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.	AW
I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.	AW
I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.	AW
I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).	AW
I certify that my proposed premises is not located in a liquor licensed premises.	AN
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.	AN
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.	AN
I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.	aw



Alaska Marijuana Control Board

Development's laws and requirements pertaining to employees.

Form MJ-00: Application Certifications

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

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

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

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

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

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

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

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Initials

All marijuana establishment license applicants:

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

and	3/18/21	Conin Late	ne,
Signature of licensee	000000000000000000000000000000000000000	Notary Public in and for th	he State of Alaska
Allen Worner	CONNIE ROTARY PUBLIC	AL SEAL GATLING STATE OF ALASKA My commission expires: _	7-15-21
Printed name of licensee	Wy Comm Date	res July 15, 2021 👔 Wy Commission expires	
	Subscribed and sworn to befor	remethis 18 day of March	, 20 <u>21</u> .

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

Page 3 of 3



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

Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). All areas designated as the licensed premises of a single license must be contiguous. <u>All diagrams must have</u> the licensed premises area labeled, and outlined or shaded as appropriate.

What must be submitted with this form?

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

Diagram 1:

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

• Diagram 2:

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

Diagram 3:

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

• Diagram 4:

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

• Diagram 5:

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

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Outpost, LLC	MJ Lice	nse #:	2889	9
License Type:	Retail Marijuana Store				
Doing Business As:	Worner Brothers Outpost				
Premises Address:	33590 Sterling Highway				
City:	Sterling	State:	Alaska	ZIP:	99672

[Form MJ-02] (rev 4/9/2019)

License #28899

Page 1 of 2

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Alaska Marijuana Control Board

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 <u>all diagrams</u>:

- X License number and DBA
- X Legend or key
- X Color coding
- X Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- X Dimensions
- X Labels
- X True north arrow

The following additional details must be included in Diagram 1:

- Surveillance room
- X Restricted access areas
- X Storage areas
- X Entrances, exits, and windows
- X Walls, partitions, and counters
- **X** 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:

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

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

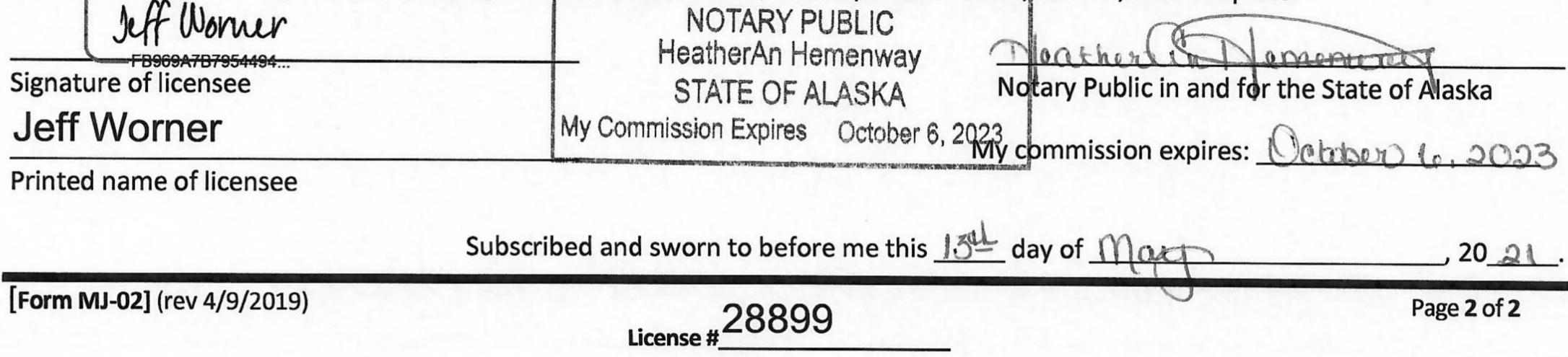
- **X** Areas of ingress and egress
- **X** Cross streets and points of reference

The following additional details must be included in Diagram 5:

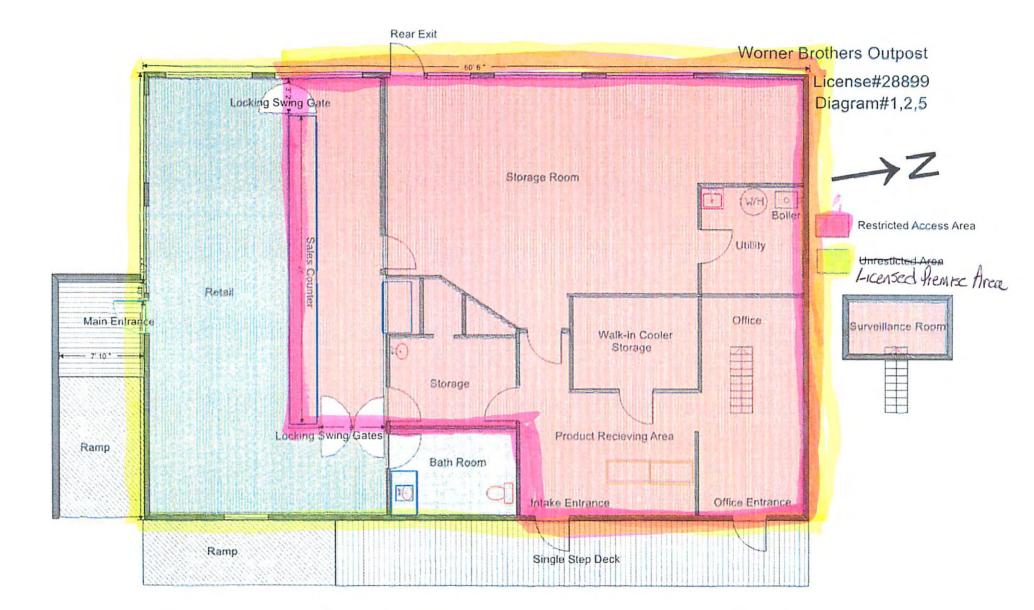
X Areas of ingress and egress

Entrances and exits
 Walls and partitions
 Cross streets and points of reference

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



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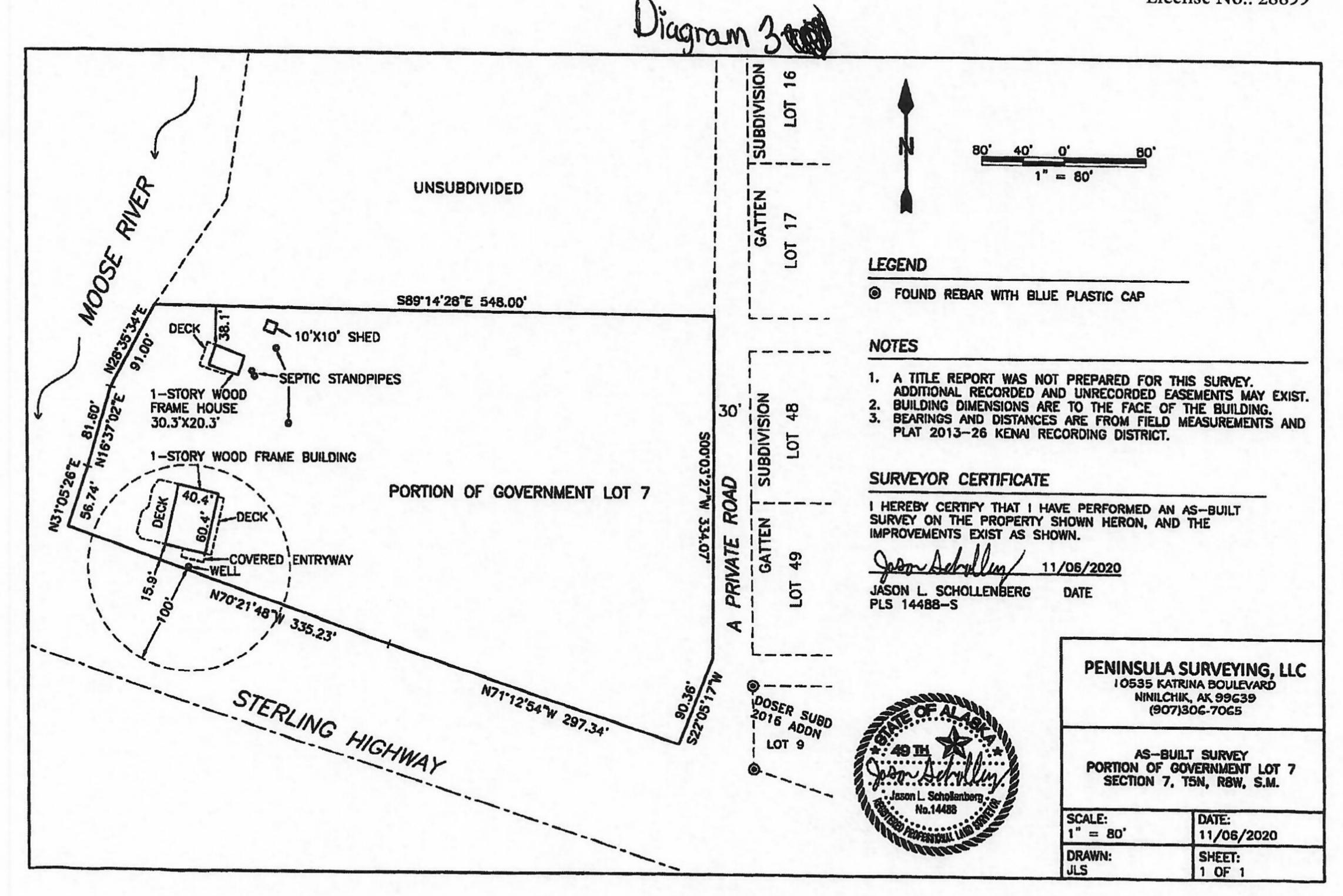
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Worner Brothers Outpost License No.: 28899



Worner Brothers Outpost License No.: 28899



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

What is this form?

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

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Outpost, LLC	MJ Lice	nse #:	28899)
License Type:	Retail Marijuana Store				
Doing Business As:	Worner Brothers Outpost				
Premises Address:	33590 Sterling Hwy				
City:	Sterling	State:	Alaska	ZIP:	99672



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:

Marijuana product deliveries will take place in the "intake area" after the person delivering product has been escorted into the restricted access area, ID checked and signed in on the visitor log and handed a visitor badge. The product will then be unpacked, inspected, and accepted into metre. Manifests filled out and signed and payment made. The product will then be stored in our secure walkin cooler, safe or other locked storage cabinet/ storage room in the restricted access area. Marijuana product will then be moved into the restricted access part of the retail area where it will be kept secured from customers until purchase. As customers come into the retail store they will be asked to provide a valid ID that proves they are 21 years of age or older, after that one of our bud-tenders will assist them in finding the products they would like to purchase. we will be providing both deli style and pre-packaged products. with approved sniff jars as required. Once the customer has chosen their product to purchase it will be weighed and checked out by the bud-tender. the product will then be packaged into opaque exit packaging as required. before the customer leaves the retail counter.

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:

Worner Brothers Outpost will maintain one entry and exit door. Persons entering will be greeted by an employee. The store will have posted signs warning that it will not sell cannabis to anyone who is intoxicated or under the age of 21. Employees of Worner Brothers Outpost will be trained to evaluate customers for signs of intoxication or impairment including red bloodshot eyes, difficulty maintaining balance, slurred speech, difficulty producing identification, and signs of illicit drug use such as twitching, scratching, inappropriate responses, or other aberrant behavior. Employees will be trained to instruct any customer or person displaying these signs to leave the premises and call for assistance from local law enforcement if necessary.

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

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

[For	m MJ-03] (rev 11/07/2017) 28899	Pag	e 2 of 6
3.3	 Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises? 	Ķ	
A	nswer "Yes" or "No" to the following question:	Yes	No
e.	allow a person to consume marijuana or a marijuana product on the licensed premises.		Qu
	compensation, or		yau

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Initials

License #



Section 4 - Signage and Advertising

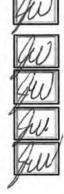
Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

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

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







Section 5 - Displays and Sales

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

All marijuana products will be displayed in locked and secured display cases and cabinets, or in bins or hooks behind display counters in the restricted access areas, which require employee assistance to access. Product displays will be in full view of a working video surveillance camera at all times. Only marijuana that is packaged and labeled in accordance with all state regulations will be placed in product displays and accessed for sale to the public. 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. Edibles, concentrates, and flowers will be stored behind the check-out counter. Any edibles needing refrigeration will be stored in a refrigerator, also securely placed behind the counter out of reach of the customers. Any non-marijuana inventory will be stored in bins on the shelves or out on the shopping floor in a separate display case or rack.

[Form MJ-03] (rev 11/07/2017)

License # 28899



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):

Designated members from management and ownership will be inspecting and approving all marijuana products, packaging, and labeling prior to sale. When a delivery arrives to the facility, the daily manager will take all paperwork involved in the transfer to a person trained to inspect the product. Marijuana products transported from cultivation or manufacturing facilities will be inspected for quality and consistency with the transport manifest and shipment labels. Edibles and concentrates will be inspected for contamination, testing, and to ensure consistency with the transport manifest and shipment labels. Edibles and concentrates will be checked for: (1) name and license number of the providing entity; (2) production lot and batch number; (3) strain Information; (4) net weight of the product in the package (not including weight of packaging); and (5) packaging date and expiration date. 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; and (6) the weight of the products transferred.

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):



28899

License #



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):

A person who does not produce a valid form or identification will not be permitted inside the establishment or to remain on the premises. Valid forms of identification include an unexpired unaltered passport, an unexpired, unaltered driver's licese, instruction permit, or identification card of any state or territory of the Uitedn States, the District of Columbia, or a province of Canada and an identification card issued by a federal or state agency suthorized to issue a driver's license or identification card. If an employee suspects a customer is under 21, he will refuse access and escort the customer off the premises. Employees training will include recognition of forged or altered identification cards, and an ID guide will be used to help identify cards issues by other states and countries. ID cards will be thoroughly examined and 21 and over date calendars will be placed at all entry points and registers to prevent employees from miscalculating dates.

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

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



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:

For any marijuana that does not meet the company's internal quality standards for any reason will be disposed in proper manner. Worner Brothers Store will be disposing of: (1) marijuana that is identified as contaminated, infected or is otherwise rejected for quality or fails to meet quality testing; (2) all packaging, labeling, containers, or other related materials which arrive at the facility with marijuana products that have been disqualified for quality; (3) any expired marijuana products; and (4) any other materials or containers in contact with marijuana products that risk contamination. Marijuana waste will be stored away from all other products in a locked container inside the facility, and will be rendered unusable prior to leaving the facility for disposal. Management will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of the disposal, the date it was rendered unusable, and the date that it was picked up by the disposal company. This logged information will be available to AMCO at any time upon request, and securely stored. Marijuana waste will be mixed with 1) paper; (2) plastic; (3) cardboard; (4) soil; (5) food waste; (6) yard waste; (7) and/or vegetable-based grease or oils e in equal parts to render marijuana unusable.

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

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.

Initials

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

Jinner # 28899	Page 5 of 6
Subscribed and sworn to before me this day of	20 <u>31</u> .
commission expires:	02/21
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[Form MJ-03] (rev 11/07/2017)

28899 License #



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

(Additional Space as Needed):

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550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 marijuana.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

Alcohol and Marijuana Control Office

Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Outpost, LLC	License	Number:	28899		
License Type:	Retail Marijuana Store					
Doing Business As:	Worner Brothers Outpost					
Premises Address:	33590 Sterling Highway					
City:	Sterling	State:	AK	ZIP:	99672	

Section 2 – Certification

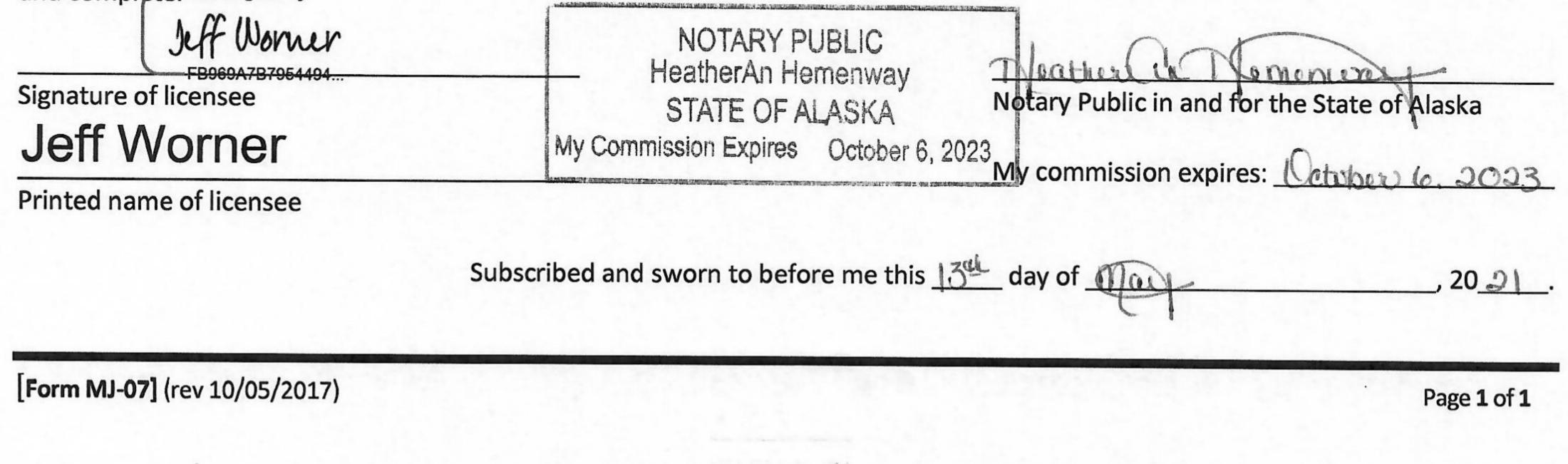
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: February 24, 2021

End Date: March 10, 2021

Magpies Pizzaria, Sterling, AK Other conspicuous location:

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



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-nvelop. COHOL & MARI DocuSign Envelope ID: 09A51C93-5903-4A7B-AA54-46C517B07652 CON VTROL O

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

Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Outpost, LLC	License	Number:	2889	9
License Type:	Retail Marijuana Store				
Doing Business As:	Worner Brothers Outpost				
Premises Address:	33590 Sterling Highway				
City:	Sterling	State:	AK	ZIP:	99672

Section 2 – Certification

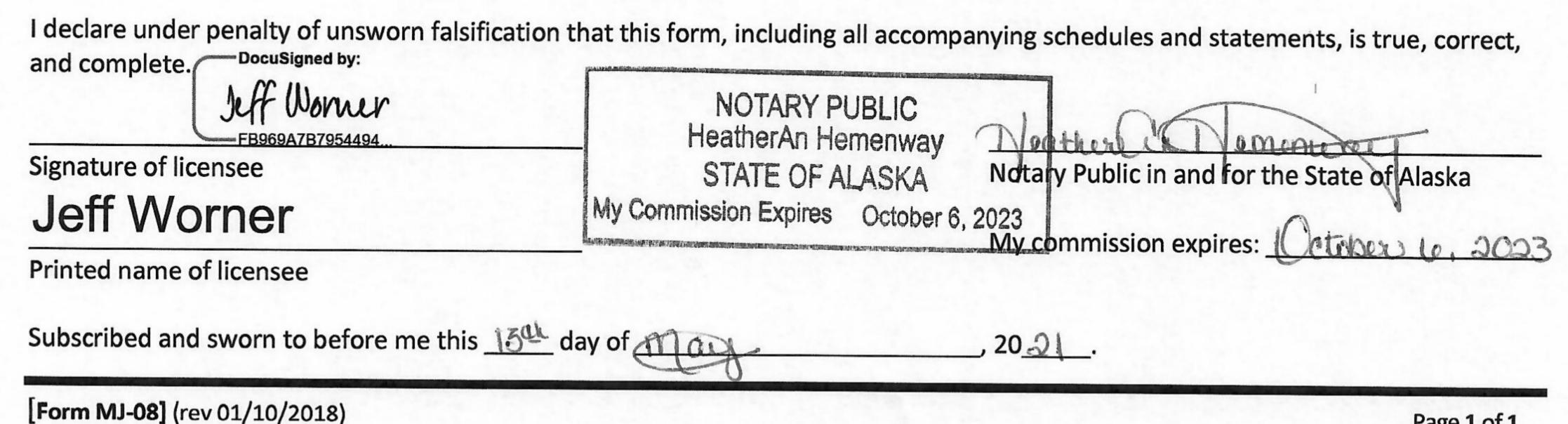
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula Borou	Ligh Date Submitted: 05/14/21
Name/Title of LG Official 1: Bryan Taylor	Name/Title of LG Official 2: Johni Blankenship

Community Council:

Date Submitted:

(Municipality of Anchorage and Matanuska-Susitna Borough only)



Page 1 of 1



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office <u>by each proposed licensee</u> 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:	Worner Brothers Outpost LLC	License	Number:	2889	9
License Type:	Marijuana Retail Store				
Doing Business As:	Worner Brothers Outpost				
Premises Address:	33590 Sterling Hwy		1.1		
City:	Sterling	State:	AK	ZIP:	99672

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Allen Worner
Title:	Member



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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

3/22/

Signature of licensee

Allen Worner

Printed name of licensee

olic in and for the State of Alaska

My commission expires:

Subscribed and sworn to before me this 22day of March 2021.





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office <u>by each proposed licensee</u> 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:	Worner Brothers Outpost, LLC	License	Number:	288	99
License Type:	Retail Marijuana Store				
Doing Business As:	Worner Brothers Outpost				
Premises Address:	33590 Sterling Highway				
City:	Sterling	State:	AK	ZIP:	99672

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Jeff Worner	
itle:	Member/Manager	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 - Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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

Jeff Worner

Printed name of licensee

Notary Public in and for the State of Alaska My commission expires: day of Subscribed and sworn to

Alcohol & Marijuana Control Office

License #28899 Initiating License Application 2/24/2021 1:56:12 PM

License Number: 28899

License Status:	New
License Type:	Retail Marijuana Store
Doing Bu ine A	worner brother outpo t
Business License Number:	2125467
Designated Licensee:	Jeff Worner
Email Address:	jworner@gmail.com
Local Government	Kenai Penin ula Borough
Local Government 2:	
Community Council:	
Latitude, Longitude:	60.536890, -150.753600
Phy ical Addre	33590 Sterling Hwy Sterling, AK 99672 UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10155159

Alaska Entity Name: Worner Brothers Outpost, LLC

Phone Number: 907-953-2408

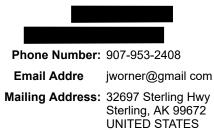
Email Address: jworner@gmail.com

Mailing Address: 32697 Sterling Hwy Sterling, AK 99672 UNITED STATES

Entity Official #2

Type: Individual

Name Jeff Worner



Entity Official #1 Type: Individual

Name: Allen Worner

Phone Number: 907-690-1264 Email Address: wrath371@gmail.com Mailing Address: 32697 Sterling Hwy Sterling, AK 99672 UNITED STATES

Note: No affiliates entered for this license.

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective <u>June 1st 2021</u>, by and between <u>Linda Worner/Naptown Properties LLC</u> ("Landlord") and <u>Worner Brothers Outpost LLC</u> ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as <u>33590</u> <u>Sterling Hwy, Sterling AK 99672</u> and legally described as follows T 5N R 8W SEC 7 SEWARD MERIDIAN KN BEGINNING AT THE SW CORNER OF GOVT LOT 6 TH S 330 FT TO THE POB TH S TO THE CENTER OF THE STERLING HWY TH W ALONG THE HWY 700 FT TO MOOSE RIVER TH N ALONG THE RIVER 378.9 FT TH E 548 FT TO THE POB EXCEPT THAT PORTION PER W/D 380 @ 700

Landlord makes available for lease the Building designated as _Worner Brothers Outpost_ (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. <u>Term</u>.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning <u>June 1st 2021</u> and ending <u>June 1st 2022</u>. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of <u>1 Year</u>. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. <u>Rental</u>.

A. Tenant shall pay to Landlord during the Initial Term rental of <u>\$57,600.00</u> per year, payable in installments of <u>\$4,800.00</u> per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at <u>32697 Sterling Hwy, Sterling AK 99672</u> or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of <u>\$9,000.00</u>.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be <u>\$57.600.00</u> per year payable in installments of <u>\$4.800.00</u> per month.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of

not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay the Landlord all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

10. <u>Signs</u>.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are required by applicable zoning ordinances and government regulations.

11. <u>Entry</u>.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall comply with all government regulations regarding entry and not unreasonably interfere with Tenant's business on the Leased Premises.

12. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention. Landlord may not take possession or remove marijuana from the licensed premises and AMCO enforcement will be contacted. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Linda Worner

32697 Sterling Hwy

If to Tenant to:

Jeff Worner

32697 Sterling Hwy

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. <u>Waiver</u>.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

20. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

22. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

23. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

24. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

25. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

26. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

191 0 h gnature Block

Signature Block



Alaska Marijuana Control Board Phone: 907.269. Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet <u>must</u> be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Outpost, LLC	License	Number:	28899	
License Type:	Retail Marijuana Store				
Doing Business As:	worner brothers outpost				
Physical Address:	33590 Sterling Hwy				
City:	Sterling	State:	AK	Zip Code:	99672
Designated Licensee:	Jeff Worner				
Email Address:	jworner@gmail.com				

Section 2 – Attached Items

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

MJ-00 Allen MJ-00 Jeff	Attached Items:		
Operating Agreement Lease Agreement MJ-02 Premise Diagram		MJ-00 Jeff Operating Agreement Lease Agreement	

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

NOTIFICATIONS







Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269,0350

2021 ABC 1084

November 30, 2021

Department of Environmental Conservation-Food Safety

Attn: Permitting Division <u>DEC.FSSPermit@alaska.gov</u> **State Fire Marshal** Attn: Lloyd Nakano, <u>Lloyd.nakano@alaska.gov</u>

Pam Bowden, <u>pam.bowden@alaska.gov</u> Timothy Fisher, timothy fisher@alaska.gov

anothynsher@uldska.gov
28899
Retail Marijuana Store
Worner Brothers Outpost, LLC
worner brothers outpost
33590 Sterling Hwy Sterling, AK 99672
Jeff Worner
907-953-2408
jwomer@gmail.com

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). Please complete and return this form to the AMCO office at the email below.

REVIEWER:	_ 🗖 DEC
DATE: 1 Dec 21 PHONE: 5714991246	Fire Marshal
Compliant INon-compliant	
COMMENTS: Preside for Five/Life a	d safety

If you have any questions, please send them to marijuana.licensing@alaska.gov

Sincerely, Glen Klinkhart, Director





Department of Commerce, Community, and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

November 30, 2021

Kenai Peninsula Borough Attn: Borough Clerk

Via Email: micheleturner@kpb.us; micheletu

License Number:	28899
License Type:	Retail Marijuana Store
Licensee:	Worner Brothers Outpost, LLC
Doing Business As:	worner brothers outpost
Physical Address:	33590 Sterling Hwy Sterling, AK 99672
Designated Licensee:	Jeff Worner
Phone Number:	907-953-2408
Email Address:	jworner@gmail.com

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 19-21, 2022 meeting.

Sincerely,

Je plet

Glen Klinkhart, Director amco.localgovernmentonly@alaska.gov





Department of Commerce, Community, and Economic Development

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

November 30, 2021

Department of Environmental Conservation-Food Safety

Attn: Permitting Division <u>DEC.FSSPermit@alaska.gov</u> State Fire Marshal

Attn: Lloyd Nakano, <u>Lloyd.nakano@alaska.gov</u> Pam Bowden, <u>pam.bowden@alaska.gov</u> Timothy Fisher, <u>timothy.fisher@alaska.gov</u>

License Number:	28899
License Type:	Retail Marijuana Store
Licensee:	Worner Brothers Outpost, LLC
Doing Business As:	worner brothers outpost
Physical Address:	33590 Sterling Hwy Sterling, AK 99672
Designated Licensee:	Jeff Worner
Phone Number:	907-953-2408
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3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). **Please complete and return this form to the AMCO office at the email below**.

REVIEWER:		DEC		
DATE:	PHONE:	Fire Marshal		
Compliant	□ Non-compliant			
COMMENTS:				
If you have any	questions, please send them to marijuana.licensing@	Palaska.gov		
Sincerely, Glen Klinkhart,	Director			



Cover Sheet for Marijuana Establishment Applications

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Alaska Marijuana Control Board

Licensee:	Worner Brothers Outpost, LLC	License Number:		28899	
License Type:	Retail Marijuana Store				
Doing Business As:	worner brothers outpost				
Physical Address:	33590 Sterling Hwy				
City:	Sterling	State:	AK	Zip Code:	99672
Designated Licensee:	Jeff Worner				
Email Address:	jworner@gmail.com				

Section 2 – Attached Items

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

Attached Items:	Entity Documents
	MJ-00 Jeff Worner
	MJ-00 Allen Worner
	MJ-01
	MJ-02
	MJ-03
	MJ-07
	MJ-08
	MJ-09 Jeff Worner
	MJ-09 Allen Worner
	Outpost Lease Agreement
	Publisher's Affidavit
	Food Safety Permit App

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

From:	Sawyer, Jane Preston (CED)
То:	micheleturner@kpb.us; <u>sness@kpb.us; mjenkins@kpb.us; maldridge@kpb.us; slopez@kpb.us;</u> JVanHoose@kpb.us
Cc:	AMCO Local Government Only (CED sponsored)
Subject:	28899 New-LG Notice-Retail MJ Store-Worner Brothers Outpost
Date:	Tuesday, November 30, 2021 2:23:00 PM
Attachments:	28899 New-LG Notice-Retail MJ Store-Worner Brothers Outpost.pdf
	image002.png

Good afternoon,

Attached is notice of a new retail marijuana store. I will be sending you the application via ZendTo.

Thank you

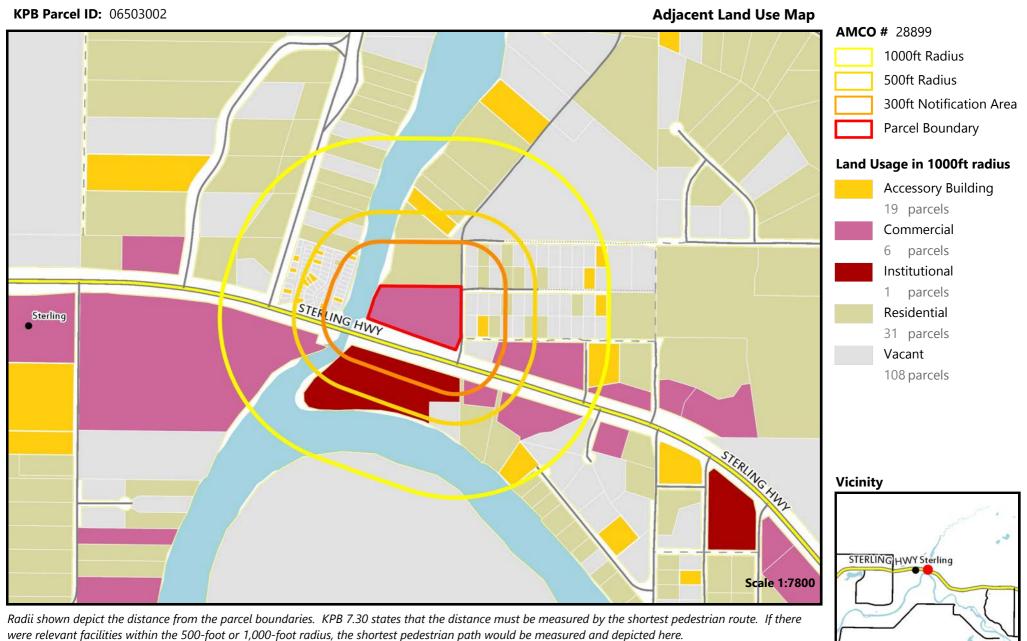
Jane P. Sawyer, Regulations Specialist DCCED-Alcohol and Marijuana Control Office 550 W. 7th Avenue, Suite 1600 Anchorage, AK 99501 907-269-0490





Recommendation on State Application for Retail Marijuana Store

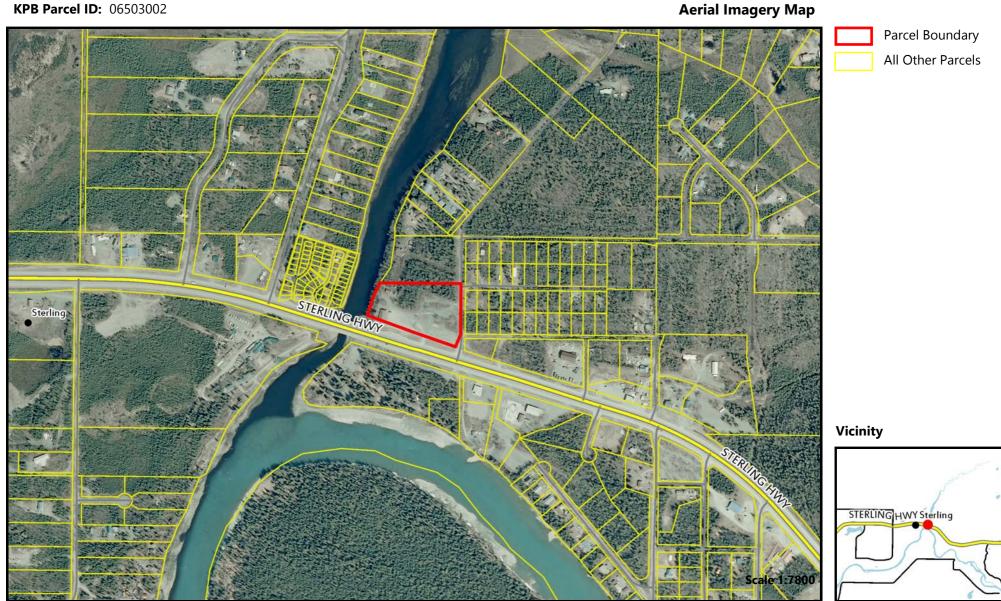
Applicant: Worner Brothers Outpost, LLC



The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. It is not intended to be used for measurement. Kenai Peninsula Borough assume 143 liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



Applicant: Worner Brothers Outpost, LLC



The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. It is not intended to be used for measurement. Kenai Peninsula Borough assume **144** liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC Borough Clerk

MARIJUANA LICENSE LOCAL REVIEW STANDARDS ACKNOWLEDGEMENT FORM

Please review the statements below and acknowledge your understanding of the conditions and intent to comply by your signature below.

There shall be no parking in borough rights-of-way generated by the marijuana establishment.

If I have a retail marijuana license, I will not conduct any business on, or allow any consumer to access, the premises, between the hours of 2:00 a.m. and 8:00 a.m. each day.

I must stay current in obligations owed to the Kenai Peninsula Borough or my license may be subject to a protest by the KPB Assembly.

It is my responsibility to abide by all federal, state, and local laws applicable to my marijuana establishment.

I understand Kenai Peninsula Borough staff will enter my property for purposes of evaluating ongoing compliance with KPB 7.30 and any conditions placed on the license by the State of Alaska Marijuana Control Board.

I have received, read and understand the additional review standards and conditions set out in KPB 7.30.

Worner Brothers Outpost, LLC

33590 Sterling Highway, Sterling, AK 99672; T 5N R 8W SEC 7 Seward Meridian KN BEGINNING AT THE SW CORNER OF GOVT LOT 6 TH S 330 FT TO THE POB TH S TO THE CENTER OF THE STERLING HWY TH W ALONG THE HWY 700 FT TO MOOSE RIVER TH N ALONG THE RIVER 378.9 FT TH E 548 FT TO THE POB EXCEPT THAT PORTION PER W/D 380 @ 700

Application for Retail Marijuana Store (License Number: 28899)

flibruel

RECEIVED

MAR 1 9 2021

Borough Clerk's Office Kenai Peninsula Borough



Central Emergency Services

Central Kenai Peninsula Fire & EMS Provider

Roy Browning Fire Chief

May 5, 2021

Worner Brothers Outpost *Cannabis Retail* Worner Brothers Horticulture 33590 Sterling Highway Sterling, Alaska 99672

Jeffrey & Linda Worner, Owner 32697 Sterling Highway Sterling, Alaska 99672

RE: Emergency Access Review

Mr. Worner,

Central Emergency Services has conducted an on-site emergency access review of the following property:

Physical Address – 33590 Sterling Highway, Sterling, Alaska 99672

Legal Description – T 5N R 8W SEC 7 SEWARD MERIDIAN KN BEGINNING AT THE SW CORNER OF GOVT LOT 6 TH S 330 FT TO THE POB TH S TO THE CENTER OF THE STERLING HWY TH W ALONG THE HWY 700 FT TO MOOSE RIVER TH N ALONG THE RIVER 378.9 FT TH E 548 FT TO THE POB EXCEPT THAT PORTION PER W/D 380 @ 700

At this time, the proposed facility meets or exceeds the requirements set forth in *International Fire Code (2012 Edition), Section 503 Fire Apparatus Access Roads.* The proposed facility site plan is approved for fire apparatus access as submitted.

If you have any further questions regarding this matter, please do not hesitate to contact me at (907) 714-2284.

Respectfully,

Brooke Dobson, Fire Marshal Central Emergency Services

> Fire Administration • 231 South Binkley St. • Soldotna, Alaska 99669 (907) 262-4792 • Fax (907) 262-5770 • www.kpb.us

MOOSE RIVER PARKING DELIVERY 8 STERLING HIGHWAY



ROAD

RIVATE

0

A

SITE PLAN

Worner Brothers Outpost Cannabis Retail Worner Brothers Horticulture wornerbrothersak@gmail.com

Physical Address – 33590 Sterling Highway, Sterling, Alaska 99672

Legal Description – T 5N R 8W SEC 7 SEWARD MERIDIAN KN BEGINNING AT THE SW CORNER OF GOVT LOT 6 TH S 330 FT TO THE POB TH S TO THE CENTER OF THE STERLING HWY TH W ALONG THE HWY 700 FT TO MOOSE RIVER TH N ALONG THE RIVER 378.9 FT TH E 548 FT TO THE POB EXCEPT THAT PORTION PER W/D 380 @ 700

Owners – Jeff & Linda Worner 32697 Sterling Highway Sterling, Alaska 99672

Contact – Jeff Worner jworner@gmail.com 907-953-2408



Kenai Peninsula Borough PARCEL REPORT

PARCEL I D: 06503002

Total Acreage: 4.49



LEGAL DESCRIPTION:

T 5N R 8W SEC 7 SEWARD MERIDIAN KN BEGINNING AT THE SW CORNER OF GOVT LOT 6 TH S 330 FT TO THE POB TH S TO THE CENTER OF THE STERLING HWY TH W ALONG THE HWY 700 FT TO MOOSE RIVER TH N ALONG THE RIVER 378.9 FT TH E 548 FT TO THE POB EXCEPT THAT PORTION PER W/D 380 @ 700

ALL PHYSICAL ADDRESSES ON THIS PARCEL: 33590 STERLING HWY

LAND VALUE:	\$	413,600	ASSESSED VALUE:	\$661,900
IMPROVEMEN	T VALUE: \$2	248,300	TAXABLE VALUE:	\$661,900
BUILDINGS O	N THIS PARCEL:		OWNERS:	
Building Type	Square Footage	Year Built	Name:	
TAVERN	2,400	1991	WORNER JEFFREY LEE	
COTTAGE 1 L	600	1986	WORNER LINDA RAE	
			Address:	
			32697 STERLING HWY	
			STERLING, AK 99672	

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



Kenai Peninsula Borough

Assessing Department 144 N. Binkley Street Soldotna AK 99669

General Information					
WORNER JEFFREY LEE	Property ID	06503002			
WORNER LINDA RAE	Address	33590 STERLING HWY			
32697 STERLING HWY	Document / Book Page	20200113920			
STERLING, AK 99672-9200	Acreage	4.4900			

Owners				
Property ID	Display Name	Address		
06503002	WORNER JEFFREY LEE	32697 STERLING HWY		
06503002	WORNER LINDA RAE	32697 STERLING HWY		

Legal Description

Description

T 5N R 8W SEC 7 Seward Meridian KN BEGINNING AT THE SW CORNER OF GOVT LOT 6 TH S 330 FT TO THE POB TH S TO THE CENTER OF THE STERLING HWY TH W ALONG THE HWY 70 0 FT TO MOOSE RIVER TH N ALONG THE RIVER 378.9 FT TH E 548 FT TO THE POB EXCEPT THAT PORTION PER W/D 380 @ 700

		Value History		
Year	Reason		Assessed	
redr	Reason	Land	Structures	Total
2021	Main Roll Certification	\$413,600	\$242,600	\$656,200
2020	Main Roll Certification	\$413,600	\$248,300	\$661,900
2019	Main Roll Certification	\$413,600	\$257,900	\$671,500
2018	Main Roll Certification	\$413,600	\$264,100	\$677,700
2017	Main Roll Certification	\$413,600	\$254,000	\$667,600
2016	Main Roll Certification	\$391,900	\$259,500	\$651,400
2015	Main Roll Certification	\$214,600	\$266,700	\$481,300
2014	Main Roll Certification	\$214,600	\$269,100	\$483,700
2013	Main Roll Certification	\$209,800	\$265,000	\$474,800
2012	Main Roll Certification	\$209,800	\$246,500	\$456,300
2011	Main Roll Certification	\$209,800	\$250,700	\$460,500
2010	Main Roll Certification	\$209,800	\$247,300	\$457,100
2009	Main Roll Certification	\$209,800	\$255,000	\$464,800
2008	Main Roll Certification	\$93,200	\$249,300	\$342,500
2007	Main Roll Certification	\$93,200	\$269,100	\$362,300
2006	Main Roll Certification	\$93,200	\$235,700	\$328,900
2005	Main Roll Certification	\$109,600	\$165,600	\$275,200
2004	Main Roll Certification	\$101,100	\$165,600	\$266,700
2003	Main Roll Certification	\$101,100	\$165,600	\$266,700
2002	Main Roll Certification	\$101,100	\$165,600	\$266,700
2001	Main Roll Certification	\$101,100	\$165,600	\$266,700

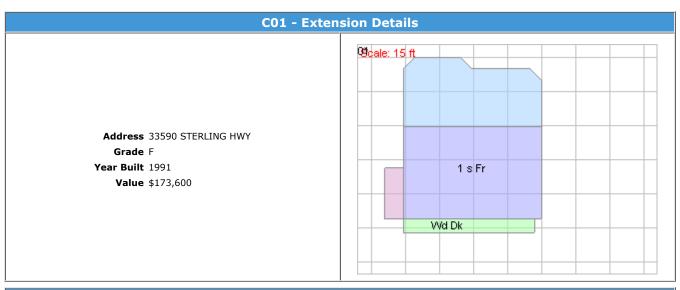
R01 - Ex	tension Details
Address 33590 STERLING HWY Type COTTAGE 1 L Grade F Year Built 1986 Value \$49,600	

	Attributes				
Story	Attribute	Detail			
	Туре	COTTAGE 1 L			
	Occupancy	Single family			
	Roof Structure	Gable			
	Roof Cover Metal				
	Heating	Electric baseboard			
	Stories	1.0			
	Bathrooms	1			
1	Exterior Wall	T 111 plywood-economy			
1	Interior Wall	Normal for Class			
1	Interior Flooring	Base Allowance			

	Floor Areas					
Code	Code Description Gross Finished Construction					
1.0	Floor Level	600	600	Wood frame		
	Total 600 600					

Exterior Features					
Code	Description	Size	Construction		
OFP	Open frame porch	68			
WDDK	Wood deck	192			

Improvements							
Code Year Bldg Length Width Units Unit Type Value							Value
SWL	3000	R01	0.00	0.00	1	IT	6,500
SHEDGP	2000	R01	10.00	10.00	100	SF	400



	Attribute						
Story	Story Use Attribute Code Detail						
	0	Roofing Cover	4	Shingle			
	0	Stories	1				
1	TAVERN	Exterior Wall	200	Stud Walls-Wood Siding			

Floor Areas					
Code Description Story Gross Heated					
TAVERN	Bar/Tavern	1	2,400	2,400	0
	Total		2,400	2,400	0

Exterior Features					
Code	Description	Story	Size	Heated	AC
OFP-R	0		176.00	0	0
WDDK	Wood deck		342.00	0	0
WDDK-R	0		1,613.00	0	0

Structures							
Code	Year	Bldg	Length	Width	Units	Unit Type	Value
SWL	3000	C01	0.00	0.00	1	IT	\$12,500

Land Details					
Primary Use	Land Type	Acres	Eff Frontage	Eff Depth	Asd Value
	Commercial Rural/Residential E	4.4900	0.00	0.00	\$413,600

Conditional Land Use Permit for a Material Site

STAFF REPORT

PC MEETING: Feb 14, 2022

Applicant: AM&T Vantage Point LLC

Landowner: AM&T Vantage Point LLC/ VERBA NATHAN

Parcel Number: 06304701

Legal Description: T 5N R 9W SEC 3 SEWARD MERIDIAN KN SE1/4

Location: 36280 ROBINSON LOOP RD

BACKGROUND INFORMATION: The applicant wishes to obtain a permit for gravel extraction on a portion of the parcel listed above.

The submitted site plan indicates that the material site haul route will be Robinson loop rd. to the Sterling Hwy.

The site plan and application proposes the following buffers:

- North: Minimum 50 foot natural vegetation buffer.
- South: Minimum 50 foot natural vegetation buffer.
- East: Minimum 50 foot natural vegetation buffer.
- West: Minimum 50 foot natural vegetation buffer.

The property immediately to the west and east of the subject property is private land for residential use. The Robinson Loop Road borders immediately south. The property immediately north are lots for residential use.

The proposed haul route is on to Robinson Loop directly from the property, which is a State of Alaska maintained road.

Engineering site map by McLane Consulting Inc, claims ground water is greater than 30 feet below the existing surface. Engineering plan cites the "Bailey Gravel Pit Soils investigation and evaluation report august 1983" No water or wet lands or surface waters with in the property boundaries according to the McLane report. Purposed depth is 22-50 feet. Should water be encountered 4 feet of cover will be left above water table. Surface water to be controlled by ditches and berms to divert into onsite collection ponds to keep surface water on site. The site plan indicates that there is eight wells located within 300' from the property lines. One well is within 300' of the Phase I area and three wells with 300' of the phase II area. Well locations are marked on the site plan map.

The site plan states that the disturbed area will be regraded to pit floor on a yearly basis. The applicant estimates a life span of 20-50 years for the site with an approximate annual quantity of greater than 50,00 cubic yards.

PUBLIC NOTICE: Public notice of the application was mailed on February 2 2022 to the 284 landowners or leaseholders of the parcels within 1/2 mile of the subject parcel. Public notice was sent to the postmaster in Sterling requesting that it be posted at their Post Office. Public notice of the application was published in the Kenai Area.

KPB AGENCY REVIEW: Application information was provided to pertinent KPB staff and other agencies on January 26 2022.

ATTACHMENTS

- Conditional Land Use Permit application and associated documents
- Aerial map
- Area land use map
- Ownership map
- Contour map

FINDINGS OF FACT

- 1. KPB 21.25 allows for land in the rural district to be used as a sand, gravel or material site once a permit has been obtained from the Kenai Peninsula Borough.
- 2. KPB 21.29 governs material site activity within the rural district of the Kenai Peninsula Borough.
- 3. On 12/14/2021 the applicant, AM&T Vantage Point LLC, submitted a conditional land use permit application to the Borough Planning Department for KPB Parcel 01336045, which is located within the rural district.
- 4. KPB 21.29 provides that a conditional land use permit is required for material extraction that disturbs more than 2.5 cumulative acres.
- 5. The proposed disturbed area is approximately 155.3 acres.
- 6. A public hearing of the Planning Commission was held on February 14, 2022 and notice of the meeting was published, posted, and mailed in accordance with KPB 21.25.060 and KPB 21.11.
- 7. The proposed extraction meets material site standard 21.29.040(A1); "Protects against the lowering of water sources serving other properties", as evidenced by:
 - A. Permit condition number 6 requires that the permittee not extract material within 100 horizontal feet of any water source existing prior to issuance of this permit.
 - B. The submitted the site plan indicates that there is eight wells located within 300' from the property lines. One well is within 300' of the Phase I area and three wells with 300' of the phase II area. Well locations are marked on the site plan map.
 - C. Permit condition number 7 requires that the permittee maintain a 2-foot vertical separation from the seasonal high water table.
 - D. The application indicates that the pre-existing depth is 30 feet. The site plan will not extend more than 3 additional feet in depth. If the water table is encountered it will be covered to a level of 4 feet above the water table.
 - E. Permit condition number 8 requires that the permittee not dewater either by pumping, ditching or any other form of draining.
- 8. The proposed extraction meets material site standard 21.29.040(A2); "Protects against physical damage to other properties". There is no evidence in the record to indicate that physical damage will occur to any other properties as a result of the operations of a material site at this location.
- 9. The proposed extraction meets material site standard 21.29.040(A3); "Minimizes off-site movement of dust", as evidenced by:

- A. Permit condition number 13 requires that the permittee provide dust suppression on haul roads within the boundaries of the material site by application of water or calcium chloride.
- 10. The proposed extraction meets material site standard 21.29.040(A4); "Minimizes noise disturbance to other properties" as evidenced by:
 - A. Permit condition number 2 requires that the permittee maintain the following buffers that will reduce the noise disturbance to other properties:
 - North:Minimum 50 foot natural vegetation buffer.South:Minimum 50 foot natural vegetation buffer.East:Minimum 50 foot natural vegetation buffer.West:Minimum 50 foot natural vegetation buffer.
 - B. The submitted site plan indicates, and permit condition number 4 requires rock crushing equipment shall not be operated between 10:00 p.m. and 6:00 a.m.
- 11. The proposed extraction meets material site standard 21.29.040(A5); "Minimizes visual impacts" as evidenced by permit condition number 2 that requires that the permittee maintain the following buffers that will reduce the visual impacts to other properties:
 - North: Minimum 50 foot natural vegetation buffer.
 - South: Minimum 50 foot natural vegetation buffer.
 - East: Minimum 50 foot natural vegetation buffer.
 - West: Minimum 50 foot natural vegetation buffer.
- 12. The proposed extraction meets material site standard 21.29.040(A6); "Provides for alternate post-mining land uses" as evidenced by:
 - A. The submitted application contains a reclamation plan as required by KPB 21.29.060.
 - B. Permit condition number 15 requires that the permittee reclaim the site as described in the reclamation plan for this parcel with the addition of the requirements contained in KPB 21.29.060(C3) and as approved by the planning commission.

STAFF RECOMMENDATION

In reviewing the application staff has determined that the six standards contained in KPB 21.29.040 will be met and recommends that the Planning Commission approve the conditional land use permit with listed conditions, and adopt the findings of fact subject to the following:

- 1. Filing of the PC Resolution in the appropriate recording district after the deadline to appeal the Planning Commission's approval has expired (15 days from the date of the notice of decision) unless there are no parties with appeal rights.
- 2. The Planning Department is responsible for filing the Planning Commission resolution.
- 3. The applicant will provide the recording fee for the resolution to the Planning Department.
- 4. Driveway permits must be acquired from either the state or borough as appropriate prior to the issuance of the material site permit.

PERMIT CONDITIONS

- 1. The permittee shall cause the boundaries of the subject parcel to be staked at sequentially visible intervals where parcel boundaries are within 300 feet of the excavation perimeter.
- 2. The permittee shall maintain the following buffers around the excavation perimeter or parcel boundaries as shown in the approved site plan:
 - a. North: Minimum 50 foot natural vegetation buffer.
 - b. South: Minimum 50 foot natural vegetation buffer.
 - c. East: Minimum 50 foot natural vegetation buffer.
 - d. West: Minimum 50 foot natural vegetation buffer.
 - These buffers shall not overlap an easement.
- 3. The permittee shall maintain a 2:1 slope between the buffer zone and pit floor on all inactive site walls. Material from the area designated for the 2:1 slope may be removed if suitable, stabilizing material is replaced within 30 days from the time of removal.
- 4. The permittee shall not allow buffers to cause surface water diversion which negatively impacts adjacent properties or water bodies.
- 5. The permittee shall not operate equipment which conditions or processes material be operated between 10:00 p.m. and 6:00 a.m.
- 6. The permittee shall not extract material within 100 horizontal feet of any water source existing prior to issuance of this permit.
- 7. The permittee shall maintain a 2-foot vertical separation from the seasonal high water table.
- 8. The permittee shall not dewater either by pumping, ditching or any other form of draining.
- 9. The permittee shall maintain an undisturbed buffer, and no earth material extraction activities shall take place within 100 linear feet from a lake, river, stream, or other water body, including riparian wetlands and mapped floodplains.
- 10. The permittee shall ensure that fuel storage containers larger than 50 gallons shall be contained in impermeable berms and basins capable of retaining 110 percent of storage capacity to minimize the potential for uncontained spills or leaks. Fuel storage containers 50 gallons or smaller shall not be placed directly on the ground, but shall be stored on a stable impermeable surface.
- 11. The permittee shall conduct operations in a manner so as not to damage borough roads as required by KPB 14.40.175, and will be subject to the remedies set forth in KPB 14.40 for violation of this condition.
- 12. The permittee shall notify the planning department of any further subdivision or return to acreage of this property. Any further subdivision or return to acreage may require the permittee to amend this permit.
- 13. The permittee shall provide dust suppression on haul roads within the boundaries of the material site by application of water or calcium chloride.
- 14. The permittee shall not operate rock crushing equipment between the hours of 10:00 pm and 06:00 am.
- 15. The permittee shall reclaim the site as described in the reclamation plan for this parcel with the addition of the requirements contained in KPB 21.29.060(C3) and as approved by the planning commission.
- 16. The permittee is responsible for complying with all other federal, state and local laws applicable to the material site operation, and abiding by related permits. These laws and permits include, but are not limited to, the borough's flood plain, coastal zone, and habitat protection regulations, those state laws applicable to material sites individually, reclamation, storm water pollution and other applicable Environmental Protection Agency (EPA) regulations, clean water act and any other U.S. Army Corp of Engineer permits, any EPA air quality regulations, EPA and ADEC water quality regulations, EPA hazardous material regulations, U.S. Dept. of Labor Mine Safety and Health Administration

(MSHA) regulations (including but not limited to noise and safety standards), and Federal Bureau of Alcohol, Tobacco and Firearm regulations regarding using and storing explosives.

- 17. The permittee shall post notice of intent on parcel corners or access, whichever is more visible if the permittee does not intend to begin operations for at least 12 months after being granted a conditional land use permit. Sign dimensions shall be no more than 15" by 15" and must contain the following information: the phrase "Permitted Material Site" along with the permittee's business name and a contact phone number.
- 18. The permittee shall operate in accordance with the application and site plan as approved by the planning commission. If the permittee revises or intends to revise operations so that they are no longer consistent with the original application, a permit modification is required in accordance with KPB 21.29.090.
- 19. This conditional land use permit is subject to review by the planning department to ensure compliance with the conditions of the permit. In addition to the penalties provided by KPB 21.50, a permit may be revoked for failure to comply with the terms of the permit or the applicable provisions of KPB Title 21. The borough clerk shall issue notice to the permittee of the revocation hearing at least 20 days but not more than 30 days prior to the hearing.
- 20. Once effective, this conditional land use permit is valid for five years. A written request for permit extension must be made to the planning department at least 30 days prior to permit expiration, in accordance with KPB 21.29.070.

NOTE: Any party of record may file an appeal of a decision of the Planning Commission in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances, Chapter 21.20.250. A "party of record" is any party or person aggrieved by the decision where the decision has or could have an adverse effect on value, use, or enjoyment of real property owned by them who appeared before the planning commission with either oral or written presentation. Petition signers are not considered parties of record unless separate oral or written testimony is provided (KPB Code 21.20.210.A.5b1). An appeal must be filed with the Borough Clerk within 15 days of the notice of decision, using the proper forms, and be accompanied by the \$300 filing and records preparation fee. (KPB Code 21.25.100)

END OF STAFF REPORT

KPB 21.29 Conditional Land Use Permit Application

For a Sand, Gravel or Material Site

I. APPLICANT INFORMATION

Return to:

KPB PLANNING DEPARTMENT

144 NORTH BINKLEY STREET

SOLDOTNA, ALASKA 99669

ApplicantAM&T Vantage Point LLC	AM&T Vantage Point LLC
Address	Address Address
City, State, Zip	City, State, Zip
Telephone Cell	TelephoneCell
Email	Email_rverba@hotmail.com
II. PARCEL INFORMATION	
KPB Tax Parcel ID#	Legal Description T5N R9W Section 3 S.M. SE1/4

If permit is not for entire parcel, describe specific location within parcel to be material site, e.g.; "N1/2 SW1/4 NE1/4 - 10 acres", or "5 acres in center of parcel".

III. APPLICATION INFORMATION 🗹 "Check" boxes below to indicate items included.

\$300.00 permit processing fee payable to: Kenai Peninsula Borough. (Include Parcel # on check comment line.)

Site Plan, to scale, prepared by a professional surveyor (licensed and registered in Alaska) showing, where applicable:

- parcel boundaries
- Iocation of boundary stakes within 300 ft. of excavation area (to be in place at time of application)
- proposed buffers, or requested buffer waiver(s)
- proposed extraction area(s), and acreage to be mined
- proposed location of processing area(s)
- all encumbrances, including easements
- points of ingress and egress
- anticipated haul routes

if encountered location of all wells within 300 ft. of parcel boundary

Iocation/depth of testholes, and depth to groundwater,

- location of water bodies on parcel, including riparian wetlands
- surface water protection measures
- north arrow and diagram scale
- preparer's name, date and seal

Site Plan Worksheet (attached)

Reclamation Plan (attached) and bond, if required. bonding requirements pursuant to AS 27.19.050

Bond requirement does not apply to material sites exempt from

Please Note: If a variance from the conditions of KPB 21.29 is requested, a variance application must be attached. (A variance is NOT the same thing as a waiver.)

IV. CERTIFICATION STATEMENT

The information contained on this form and attachments are true and complete to the best of my knowledge. I grant permission for borough staff to enter onto the property for the purpose of processing the permit application.

Applicant

12/14/2021

Landowner (required if not applicant)

Site Plan Worksheet for Conditional Land Use Permit Application

Use additional space provided on next page, if necessary. Indicate item # next to comments.

	Applicant AM\$T Vantage Point LLC Owner AM&T Vantage Point LLC
	KPB Tax Parcel ID # 06304701 Parcel Acreage 160
1.	Cumulative acres to be disturbed (excavation <u>plus</u> stockpiles, berms, etc.) acres
2.	Material to be mined (check all that apply): 🖌 gravel 🖌 sand 🗌 peat 🗌 other(list)
3.	Equipment to be used (check all that apply): excavation processing other
4.	Proposed buffers as required by KPB 21.29.050.A.2 (check all types and directions that apply):
	✓ 50 ft. of natural or improved vegetation ✓ N ✓ S ✓ E ✓ W ☐ minimum 6 ft. earthen berm □ N □ S □ E □ W ☐ minimum 6 ft. fence □ N □ S □ E □ W ☐ other □ N □ S □ E □ W
5.	Proposed depth of excavation: 22 - 50' * ft. Depth to groundwater: >25' ** ft.
6.	How was groundwater depth determined? 1983 Soils Investigation
7.	A permit modification to enter the water table will be requested in the future: Yes X No
8.	Approx. annual quantity of material, including overburden, to be mined: <a> cubic yards
9.	Is parcel intended for subdivision? X Yes No *as site elevation varies
10.	Expected life span of site? 25-50 years **at low elev. on north
11.	If site is to be developed in phases, describe: the excavation acreage, anticipated life span,
	and reclamation date for each phase: (use additional space on page 4 if necessary) See Sheet 4.
	Voluntary permit conditions proposed (additional buffers, dust control, limited hours of operation, etc.)
Α.	

Material Site Reclamation Plan for Conditional Land Use Permit Application

- 1. All disturbed land shall be reclaimed upon exhausting the material on-site, so as to leave the land in a stable condition.
- 2. All revegetation shall be done with a "non-invasive" plant species.
- 3. Total acreage to be reclaimed each year: _____acres
- 4. List equipment (type and quantity) to be used in reclamation:

Loader, dozer, hydroseeder

5. Describe time schedule of reclamation measures:

Reclamation will be completed annually before the growing season ends (September). Seeding will be applied to

slopes as necessary each season to areas that achieve final grade in order to mitigate erosion and dust.

6. The following measures must be considered in preparing and implementing t he reclamation plan, although not all will be applicable to every plan – 🗹 "check" all that apply to your plan.

Topsoil that is not promptly redistributed to an area being reclaimed will be separated and stockpiled for future use. This material will b e protected from erosion and contamination by acidic or toxic materials and preserved in a condition suitable for later use.

The area will be backfil led, graded and recontoured using strippings, overburden, and topsoil to a condition that allows for the reestablishment of renewable resources on the site within a reasonable period of time. It will be stabilized to a condition that will allow sufficient moisture for revegetation.

Sufficient quantities of stockpiled or imported topsoil will b e spread over the reclaimed area to a depth of four inches to promote nat ural plant growth that can reasonably be e xpected to revegetate the area within five years. The applicant may use the existing natural organic blanket representative of the project area if th e soil is fou nd to have an organic content of 5% or more and meets the specification of Class B topsoil requirements as set by Alaska Test Method (ATM) T-6. The material shall be reasonably free from roots, clods, sticks, and bran ches greater than 3 in ches in diameter. Areas having slopes greater than 2:1 require special consideration and design for stabilization by a licensed engineer.

Exploration trenches or pits will be backfilled. Brush piles and unwanted vegetation shall be removed from the site, buried or burned. Topsoil and other organics will be spread on the backfilled surface to inhibit erosion and promote natural revegetation.

Peat and topsoil mine operations shall ensure a minimum of two inches of suitable growing medium is left or replaced on the site upon completion of the reclamation activity (unless otherwise authorized).

Ponding will be used as a reclamation method. (Requires approval by the planning commission.)

ADDITIONAL APPLICATION COMMENTS

(Please indicate the page and item # for which you are making additional comments.)

Phase I includes the western half of the property and includes up to 76.5 acres. Expected lifespan is +20 years.

Phase II includes the remaining eastern half of the property and includes up to 67.1 acres. Expected lifespan is

+20 years. The material site will be utilized on an as-needed basis.

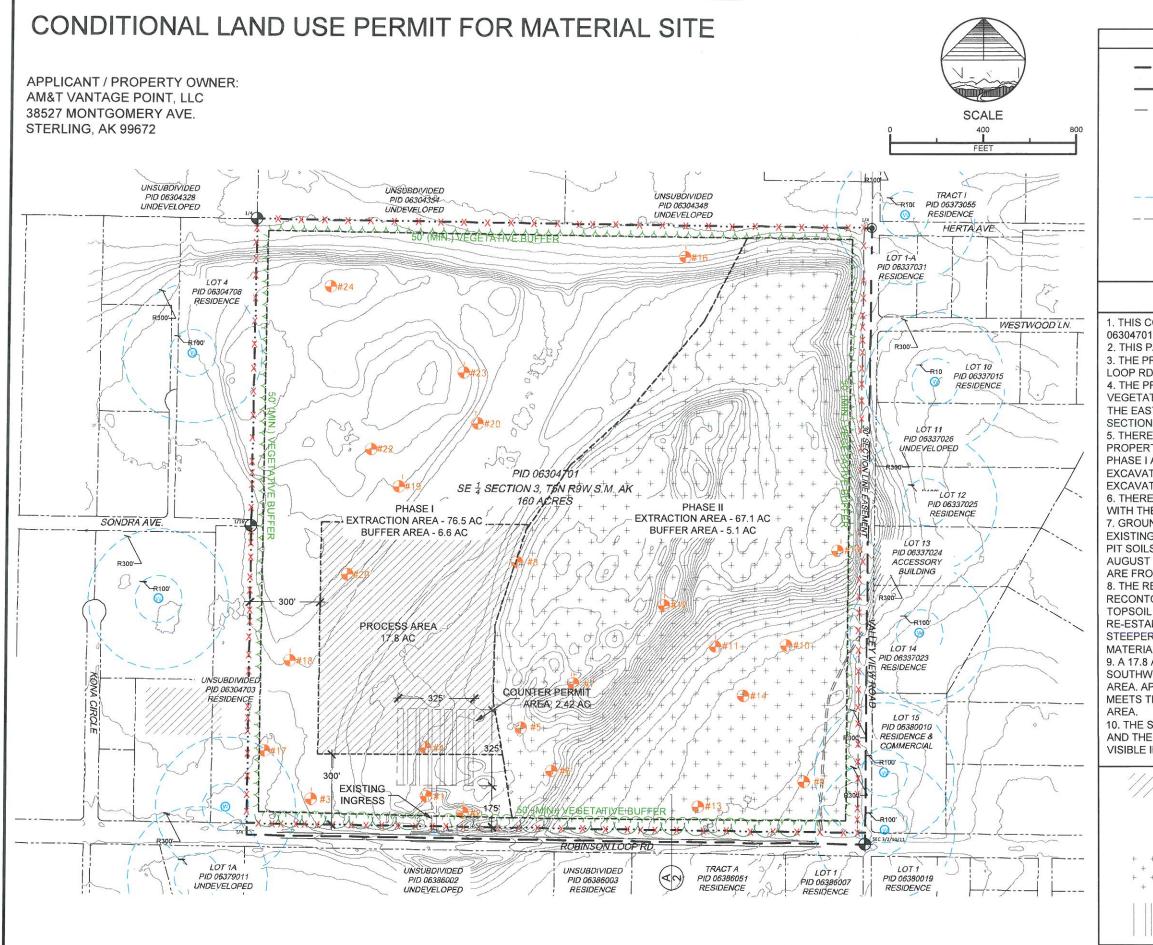
Ingress and egress are directly to Robinson Loop Road through an ADOT permitted driveway.

The south, west and northern property lines and the east section line easement are intervisibly flagged.

It is intended to reclaim the property in such a ways as to subdivide it into rural residential parcels post excavation.

All material site slopes will be graded and seeded as reclamation. The excavated floor of the material site may be left

as a graded gravel pad.



PROPERTY LINE
t second and second
SECTION LINE
SECTION LINE EASEMENT
PRIMARY MONUMENT
PROPERTY CORNERS
WATER WELL
WELL OR WETLAND SETBACK
EXISTING TRAIL
X INTERVISIBLE FLAGGING
TESTHOLE (APPROX. LOCATION)

CLUP DEVELOPMENT NOTES

1. THIS COUNTER PERMIT APPLICATION IS KPB PARCEL 06304701; T5N R9W SECTION 3 SEWARD MERIDIAN, SE1/4. 2. THIS PARCEL IS UNDEVELOPED.

3. THE PROPOSED INGRESS/EGRESS IS TO ROBINSON LOOP RD., AS SHOWN AND EXISTING.

4. THE PREFERRED BUFFERS ARE A 50' MINIMUM VEGETATION BUFFER ON ALL PROPERTY BOUNDARIES. THE EAST BOUNDARY IS A 50' BUFFER FROM THE SECTION LINE EASEMENT.

5. THERE ARE 8 KNOWN WELLS WITHIN 300' OF THE PROPERTY LINES. THERE IS 1 WELL WITHIN 300' OF THE PHASE I AREA AND 3 WELLS WITHIN THE PHASE II EXCAVATION AREA. WELLS ARE SHOWN HEREON. EXCAVATION BELOW WATER TABLE IS NOT PROPOSED. 6. THERE ARE NO WETLANDS OR SURFACE WATERS WITH THE PROPERTY BOUNDARIES.

7. GROUNDWATER IS GREATER THAN 30' BELOW EXISTING GROUND ACCORDING TO THE 'BAILEY GRAVEL PIT SOILS INVESTIGATION AND EVALUATION REPORT', AUGUST 1983. TESTHOLE LOCATIONS SHOWN HEREON ARE FROM SAID REPORT.

8. THE RECLAIMED AREA WILL BE GRADED AND SLOPES RECONTOURED USING STRIPPINGS, OVERBURDEN AND TOPSOIL TO A CONDITION THAT ALLOWS FOR

RE-ESTABLISHMENT OF NATURAL VEGETATION. SLOPES STEEPER THAN 2:1 WILL BE SEEDED. THE FLOOR OF THE MATERIAL SITE MAY REMAIN A GRADED GRAVEL PAD. 9. A 17.8 ACRE PROCESS AREA IS LOCATED IN THE SOUTHWEST QUADRANT OF THE PHASE I EXTRACTION AREA. APPROXIMATELY 92 ACRES OF THIS PROPERTY MEETS THE KPB CODE REQUIREMENT FOR PROCESS

10. THE SOUTH, WEST, AND NORTH PROPERTY LINES, AND THE EAST SECTION LINE HAS BEEN FLAGGED AT VISIBLE INTERVALS AS SHOWN HEREON.

> PROCESSING AREA 17.8 ACRES AVAILABLE

PHASE I 83.1 ACRES W/ BUFFERS

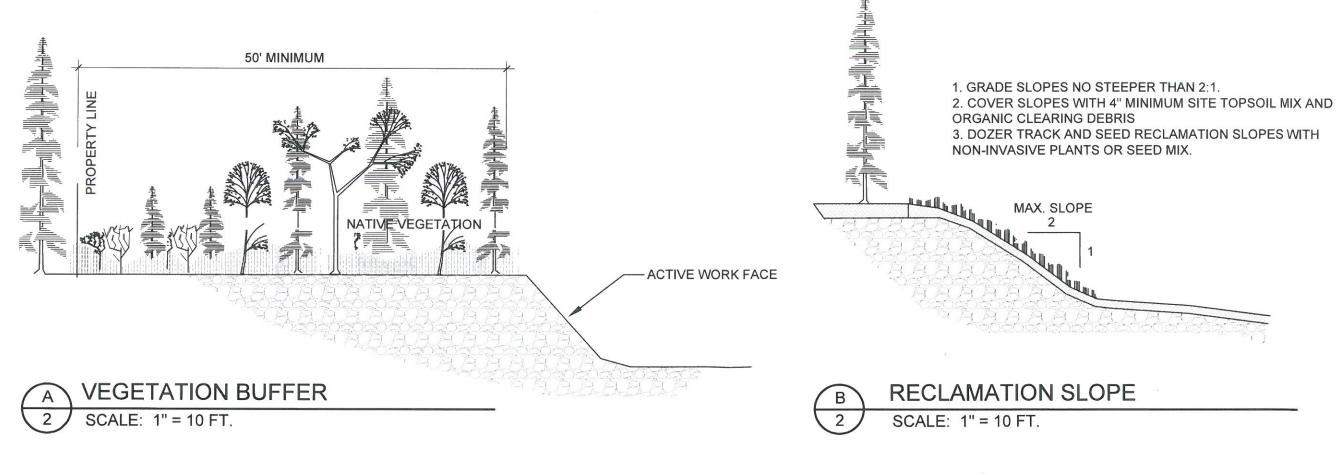
PHASE II 72.2 ACRES W/ BUFFERS

COUNTER PERMIT AREA 2.42 ACRES



CONDITIONAL LAND USE PERMIT FOR MATERIAL SITE

APPLICANT / PROPERTY OWNER: AM&T VANTAGE POINT LLC 38527 MONTGOMERY AVE. STERLING, AK 99672



KENAI PENINSULA BOROUGH PLANNING COMMISSION RESOLUTION 2022-09 KENAI RECORDING DISTRICT

A resolution granting approval of a conditional land use permit to operate a sand, gravel, or material site for a parcel described as T 5N R 9W SEC 3 SEWARD MERIDIAN KN SE1/4, Kenai Recording District., Kenai Recording District, Third Judicial District, State of Alaska.

- WHEREAS, KPB 21.25 allows for land in the rural district to be used as a sand, gravel or material site once a permit has been obtained from the Kenai Peninsula Borough; and
- **WHEREAS**, KPB 21.29 provides that a conditional land use permit is required for material extraction which disturbs more than 2.5 cumulative acres; and
- WHEREAS, On 12/14/2021 the applicant, AM&T Vantage Point LLC, submitted to the Borough Planning Department a conditional land use permit application for a portion of KPB Parcel 063-047-01, which is located within the rural district; and
- WHEREAS, Public notice of the application was mailed on or before February 2nd 2022 to the 284 landowners or leaseholders within ½ mile of the subject parcel pursuant to KPB 21.25.060; and
- WHEREAS, Public notice was sent to the postmaster in Sterling requesting that it be posted at the Sterling Post Office; and
- WHEREAS, Public notice of the application was published in the February 2nd 2022 & February 9th 2022 issues of the Peninsula Clarion; and
- WHEREAS, A public hearing was held at the February 14, 2022 meeting of the Kenai Peninsula Borough Planning Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the Planning Commission makes the following findings of fact pursuant to KPB 21.25 and 21.29:

Findings of Fact

- 1. KPB 21.25 allows for land in the rural district to be used as a sand, gravel or material site once a permit has been obtained from the Kenai Peninsula Borough.
- 2. KPB 21.29 governs material site activity within the rural district of the Kenai Peninsula Borough.
- 3. On 12/14/2021 the applicant, AM&T Vantage Point LLC, submitted to the Borough Planning Department a conditional land use permit application for a portion of KPB Parcel 063-047-01, which is located within the rural district.
- 4. KPB 21.29 provides that a conditional land use permit is required for material extraction that disturbs more than 2.5 cumulative acres.
- 5. The proposed cumulative disturbed area within the parcel is approximately 155.3 acres.
- 6. To meet material site standard 21.29.040(A)(1), the proposed activity must protect against aquifer disturbance by maintaining a 2-foot vertical separation from the seasonal high water table and by ensuring that no material extraction takes place within 100 horizontal feet of any existing water source.
- 7. The application indicates that the high water table is greater than 25 feet below the surface.
- The applicant's intended depth of excavation is 22 feet below the existing grade.
 The site plan indicates that there is one well located within 300 feet of the proposed excavation
- 9. The site plan indicates that there is one well located within 300 feet of the proposed excavation area.
 10. To most meterial site standard 21 20 040(A)(2), the proposed activity must be conducted in a
- 10. To meet material site standard 21.29.040(A)(2), the proposed activity must be conducted in a manner to protect against physical damage to adjacent properties by complying with the required permit conditions of KPB 21.29.050.
- 11. To meet material site standard 21.29.040(A)(3), the proposed activity must be conducted in a manner which minimizes the off-site movement of dust by complying with required permit condition KPB 21.29.050(10), Dust Control.

- 12. Ingress and egress at the material site will be Robinson Loop rd. to Kenai Spur Highway.
- 13. It is in the best interest of the borough and the surrounding property owners for the permittee to provide dust suppression on the haul route.
- 14. To meet material site standard 21.29.040(A4), the proposed activity must be conducted in a manner which minimizes noise disturbance to other properties by complying with permit condition KPB 21.29.050(2), Buffer Zone; KPB 21.29.050(3), Processing; and KPB 21.29.050(11), Hours of Operation.
- 15. The site plan indicates that all sides of the material site will be buffered with 50 feet of natural vegetation, providing a noise buffer.
- 16. The applicant indicates that material processing may take place on the property. Any equipment used for conditioning or processing materials will be operated at least 300 feet from the parcel boundaries, and will not be operated between 10:00 p.m. and 6:00 a.m., to minimize noise disturbance to other properties.
- 17. To meet material site standard 21.29.040(A5), the proposed activity must be conducted in a manner which minimizes visual impacts by complying with the permit condition KPB 21.29.050(2), Buffer Zone.
- 18. To meet material site standard 21.29.040(A6), the proposed activity must be conducted in a manner which provides for alternate post-mining land uses by complying with the permit condition KPB 21.29.050(12).
- 19. The applicant has submitted a reclamation plan consistent with KPB 21.29.050(12(a).
- 20. The bonding requirement of KPB 21.29.050(12)(b) will not apply to this material site if extraction in any one year does not exceed 50,000 cubic yards of material.
- 21. A public hearing of the Planning Commission was held on February 14, 2022 and notice of the meeting was published, posted, and mailed in accordance with KPB 21.25.060 and KPB 21.11.
- Section 2. That based on the above findings, the Planning Commission concludes as a matter of law that the application has met all the requirements of KPB 21.25 and KPB 21.29, and through imposition of the conditions under KPB 21.29.050, the Planning Commission concludes as a matter of law that the application meets the six standards found in KPB 21.29.040:

Conclusions of Law

- 1. Material site standard 21.29.040(A1) is met because the high water table is greater than 25 feet below the surface, and the applicant's intended depth of excavation is 22 feet below the existing grade, as set forth in #7-8, above.
- 2. Material site standard 21.29.040(A)(2) is met because ...
- 3. Material site standard 21.29.040(A)(3) is met because ...
- 4. Material site standard 21.29.040(Å)(Å) is met because the site plan indicates that all sides of the material site will be buffered with 50 feet of natural vegetation, providing a noise buffer. The Planning Commission deems the 50 feet buffer of natural vegetation alone to be sufficient to provide noise screening. Material site standard 21.29.040(Å)(4) is also met because any equipment used for conditioning or processing materials will be operated at least 300 feet from the parcel boundaries, and will not be operated between 10:00 p.m. and 6:00 a.m., to minimize noise disturbance to other properties
- 5. Material site standard 21.29.040(A)(5) is met because . . .
- 6. Material site standard 21.29.050(Å)(6) is met because the applicant has submitted a reclamation plan consistent with KPB 21.29.050(12)(a).

SECTION 3. That the land use and operations are described and shall be conducted as follows:

- A. A portion of KPB Tax Parcel Number 063-047-01. The disturbed area within the parcel is approximately 155 acres in two phases. Phase I, 83.1 acres. Phase II, 72.2 acres
- B. Legal Description: T 5N R 9W SEC 3 SEWARD MERIDIAN KN SE1/4, Kenai Recording District, Third Judicial District, State of Alaska.
- C. The applicant, AM&T Vantage Point LLC, proposes to:
 - 1. Extract gravel and sand from the subject parcel;
 - 2. Reclaim the site to a stable condition upon depletion of material.

PERMIT CONDITIONS

- 1. The permittee shall cause the boundaries of the subject parcel to be staked at sequentially visible intervals where parcel boundaries are within 300 feet of the excavation perimeter.
- 2. The permittee shall retain 50 feet of undisturbed **natural** vegetation along all property boundaries.
- 3. The permittee shall maintain at least a 2:1 slope between the inner buffer zones and pit

floor on all inactive site walls. Material from the area designated for the 2:1 slope may be removed if suitable, stabilizing material is replaced within 30 days from the time of removal.

- 4. Rock crushing equipment shall not be operated between 10:00 p.m. and 6:00 a.m.
- 5. The permittee shall not extract material within 100 horizontal feet of any water source existing prior to issuance of this permit.
- 6. The permittee shall maintain a 2-foot vertical separation from the seasonal high water table.
- 7. The permittee shall not dewater either by pumping, ditching or any other form of draining unless an exemption is granted by the planning commission.
- 8. The permittee shall ensure that fuel storage containers larger than 50 gallons shall be contained in impermeable berms and basins capable of retaining 110 percent of storage capacity to minimize the potential for uncontained spills or leaks. Fuel storage containers 50 gallons or smaller shall not be placed directly on the ground, but shall be stored on a stable impermeable surface.

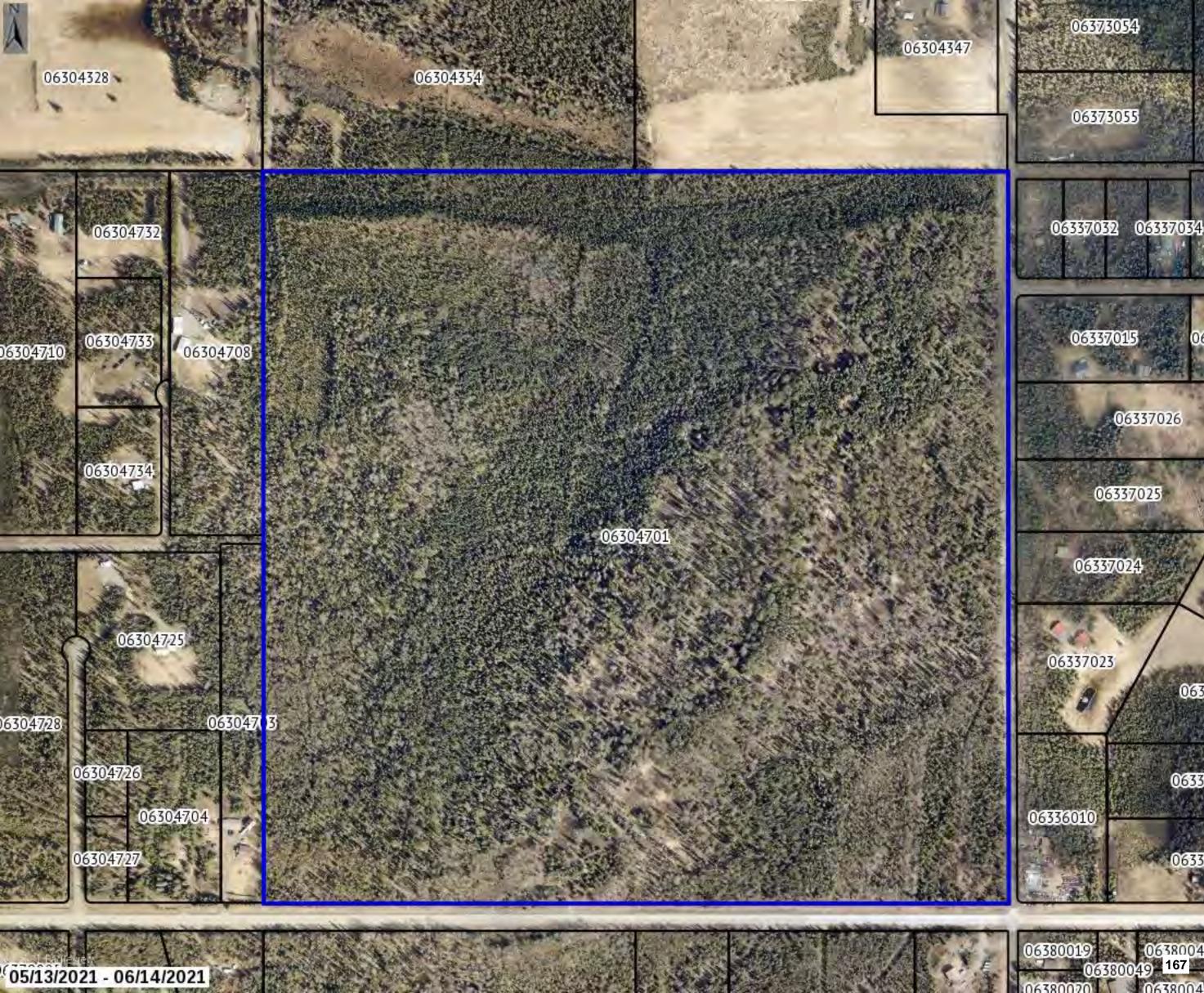
- 9. The permittee shall conduct operations in a manner so as not to damage borough roads as required by KPB 14.40.175, and will be subject to the remedies set forth in KPB 14.40 for violation of this condition.
- 10. The permittee shall notify the planning department of any further subdivision or return to acreage of this parcel. The planning director may issue a written exemption from the permit amendment requirement if it is determined that the subdivision is consistent with the use of the parcel as a material site and all original permit conditions can be met.
- 11. The permittee shall apply water or calcium chloride, as needed, on haul roads within the boundaries of the subject parcel.
- 12. The permittee shall reclaim the site as described in the reclamation plan for this parcel and approved by the planning commission.
- 13. The permittee is responsible for determining the need for any other municipal, state or federal permits and acquiring the same. The permittee is responsible for complying with all other federal, state and local laws applicable to the material site operation, and abiding by related permits.
- 14. The permittee shall provide dust suppression and maintain the haul route to Kenai Spur Highway.
- 15. This conditional land use permit is subject to annual review by the planning department to ensure compliance with the conditions of the permit. In addition to the penalties provided by KPB 21.25.090, the planning commission may revoke a permit issued pursuant to this chapter if the permittee fails to comply with the provisions of this chapter or the conditions of the permit. The planning director shall provide at least 30 days written notice to the permittee of a revocation hearing before the planning commission.
- 16. Once effective, this conditional land use permit is valid for five years. A written request for permit extension must be made to the planning department at least 30 days prior to permit expiration, in accordance with KPB 21.29.070.

ADOPTED	ΒY	THE	PLANNING	COMMISSION	OF	THE	KENAI	PENINSULA	BOROUGH	ON
THIS			DAY	OF			, 2020).		

Blair Martin, Chairperson Planning Commission

ATTEST:

Ann Shirnberg Administrative Assistant



05/13/2021 - 06/14/2021



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce Borough Mayor

KENAI NATIVES ASSN INC

215 FIDALGO AVE STE 204B KENAI AK 99611

KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Public notice is hereby given that a conditional land use permit application has been received for material extraction on a parcel in the Sterling area. This notice is being sent to landowners located within 2640 feet of the subject property. All members of the public are invited to comment. The projects under consideration are described as follows:

Please turn over for map.

Applicant:AM&T Vantage Point LLCLandowner:AM&T Vantage Point LLC/ VERBA NATHANParcel Number:063-047-01Legal Description:T 5N R 9W SEC 3 SEWARD MERIDIAN KN SE1/4, Kenai Recording District.Location:36280 ROBINSON LOOP RD

Proposed Land Use: The applicant wishes to obtain a permit for sand and gravel extraction on a portion of the parcel listed above.

KPB Code: Conditional land use permit applications for material extraction are reviewed in accordance with KPB Code 21.25 and 21.29. Copies of these ordinances are available from the Planning Department or at kpb.us.

Public Hearing: A hearing will be held by the Kenai Peninsula Borough Planning Commission to consider the application on Monday February 14, 2022 commencing at 7:30 pm, or as soon thereafter as business permits. The meeting will be held in the assembly chambers of the borough administration building located at 144 N. Binkley Street, Soldotna, Alaska and through Zoom, Meeting ID 208 425 9541. To attend the Zoom meeting via computer, visit https://zoom.us/j/2084259541. To attend by telephone call toll free 1-888-788-0099 or 1-877-853-5247.

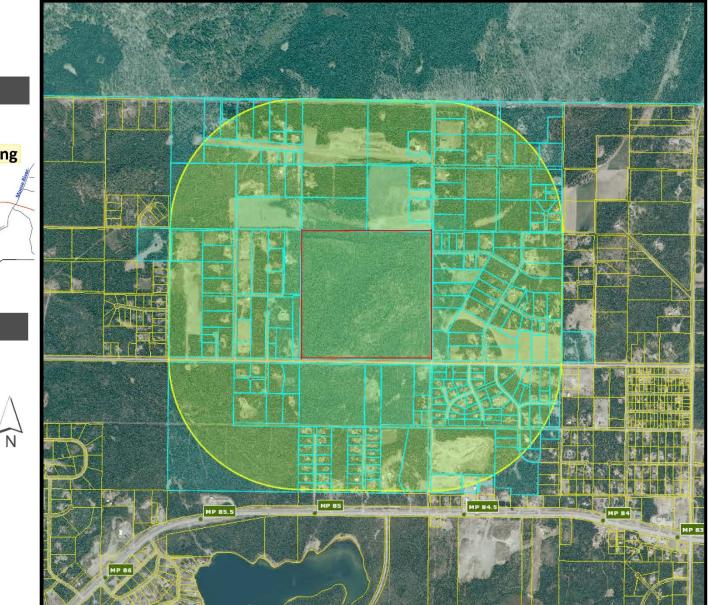
Public Comment: Those wishing to comment may come to the above meeting to give testimony or may submit a written statement addressed to Planning Commission Chairman, 144 N Binkley St, Soldotna, AK 99669 or via email at <u>eogren@kpb.us</u>. Written statements must be submitted by 1:00 pm Friday February 11, 2021.

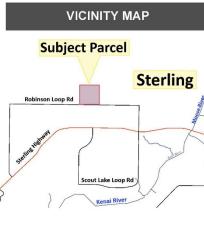
The staff report will be available on the Planning Commission website a week prior to the meeting. For additional information, or to obtain a copy of the staff report earlier, please call the planning department at (907) 714-2209, or 1-800-478-4441 (toll free within the Borough).

Eric D. Ogren

Code Compliance Officer/Acting KPB Planner Ph: (907) 714-2209 Fx: (907) 714-2378

KPB Tax Parcel ID: 063-047-01 Applicant: AM&T Vantage Point Property Owner: AM&T Vantage Point LLC/ VERBA NATHAN





SUBJECT PARCEL

LEGEND

The information depicted hereon is a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

Date: 12/21/2021

PARCEL_ID	OWNER	ATTENTION	ADDRESS	CITY	STATE	ZIPCODE
06386027	NOBEL CARL A		PO BOX 725	STERLING	AK	99672
06386027	NOBEL HELEN M		PO BOX 725	STERLING	AK	99672
06386028	FREEMAN JENNIFER LEE		39357 FREEMAN CIR	STERLING	AK	99672
06386029	BLACK EAGLE ALASKA LLC		2140 REVERE CIR	ANCHORAGE	AK	99515
06386030	DOBSON DONALD DEE	C/O JEREMIAH DOBSON	PO BOX 521	STERLING	AK	99672
06386031	STUART CAITLIN		PO BOX 869	STERLING	AK	99672
06386032	THOMPSON ASHLEY		PO BOX 623	STERLING	AK	99672
06386032	THOMPSON DANIEL		PO BOX 623	STERLING	AK	99672
06386033	HATTER MELISSA		PO BOX 854	STERLING	AK	99672
06386034	MURPHY CONNOR		38745 SELF ST	STERLING	AK	99672
06386035	THOMPSON CARL		PO BOX 405	STERLING	AK	99672
06386036	GINTER BRENDA J		PO BOX 212	STERLING	AK	99672
06386037	SCHELLER CHRISTOPHER B		38543 SELF ST	STERLING	AK	99672
06386037	SCHELLER JENNIFER J		38543 SELF ST	STERLING	AK	99672
06386038	MCGRADY DAVID T		PO BOX 96	STERLING	AK	99672
06386039	GOEBEL PAUL M & PHYLLIS A	C/O TODD GOEBEL	PO BOX 695	KLAMATH FALLS	OR	97601
06386040	BRAZINGTON GORDON		PO BOX 1004	STERLING	AK	99672
06386040	BRAZINGTON HOLLY		PO BOX 1004	STERLING	AK	99672
06386041	FLICK MATTHEW		38831 VALKYRIE ST	STERLING	AK	99672
06386041	SAMPLES TRINA R		38831 VALKYRIE ST	STERLING	AK	99672
06386043	KRAUKLIS BRIAN K		PO BOX 742	STERLING	AK	99672
06386043	KRAUKLIS TERESA W		PO BOX 742	STERLING	AK	99672
06386044	FARAGO BENDETTO W		PO BOX 356	STERLING	AK	99672
06386044	FARAGO JACQUELINE		PO BOX 356	STERLING	AK	99672
06386045	KATZENBERGER JESSE L		PO BOX 516	STERLING	AK	99672
06386045	KATZENBERGER LATRICIA D YANCEY		PO BOX 516	STERLING	AK	99672
06386046	JACKSON ANGEL		PO BOX 1278	STERLING	AK	99672
06386046	JACKSON RHETT ALLEN		PO BOX 1278	STERLING	AK	99672
06386047	GORUP JAMES V		PO BOX 244	STERLING	AK	99672
06386048	MADDOX MICHAEL A		PO BOX 1125	STERLING	AK	99672
06386049	HALL LEA L		PO BOX 1369	STERLING	AK	99672
06386049	HALL WILLIAM P E		PO BOX 1369	STERLING	AK	99672
06386050	WINDSOR LACIE NOELLE		PO BOX 653	STERLING	AK	99672
06386051	MARSTERS EDWARD D & TAMI J		PO BOX 892	STERLING	AK	99672
06386051	MARSTERS EDWARD DALE & TAMI JO		PO BOX 892	STERLING	AK	99672
06386052	BARKER MARY E		PO BOX 733	STERLING	AK	99672
06386053	BARKER CORI YAVONNE		PO BOX 643	STERLING	AK	99672
06386053	BARKER MICHAEL GENE		PO BOX 643	STERLING	AK	99672
06386026	MINSTER TINA L		38320 OTTER TRAIL RD	STERLING	AK	99672
06386026	WEGENER KEENAN		10423 FINCHLEY CT	FAIRFAX	VA	22032

06386025	KOSSO SHAYLA	8530 CANAL RD	STERLING HEIGHTS	MI	48314
06386025	NASHER MOKHTAR	555 28 1/2 RD	GRAND JUNCTION	CO	81501
06386024	PRICE CLIFFORD L Jr	PO BOX 1099	STERLING	AK	99672
06386023	HAMES GARY T	PO BOX 1143	STERLING	AK	99672
06386023	HAMES JANELLE L	PO BOX 1143	STERLING	AK	99672
06386022	ENDSLEY ANTHONY	102 E REDOUBT AVE	SOLDOTNA	AK	99669
06386022	ENDSLEY SUSAN	102 E REDOUBT AVE	SOLDOTNA	AK	99669
06386021	SCHREIBER JOHN D	38625 COREY ST	STERLING	AK	99672
06386020	UPHAM BEN D	38581 COREY ST	STERLING	AK	99672
06386019	BARTLETT KENNETH	PO BOX 2331	SOLDOTNA	AK	99669
06386019	GRABOWSKI-BARTLETT LORI	PO BOX 2331	SOLDOTNA	AK	99669
06386018	LOVETT ELIZABETH A	PO BOX 1069	STERLING	AK	99672
06386013	PEDERSON ORVIS S	PO BOX 151	STERLING	AK	99672
06386007	STILLENS-VIN ZANT DUSTIN J	PO BOX 3422	SOLDOTNA	AK	99669
06386007	VIN ZANT AMANDA J	PO BOX 3422	SOLDOTNA	AK	99669
06386003	HOWELL JENNIFER L	PO BOX 861	STERLING	AK	99672
06386003	HOWELL TRAVIS A	PO BOX 861	STERLING	AK	99672
06386002	ISENMAN PAUL & ISENMAN LOIS	4000 CATHEDRAL AVE NW APT 555B	WASHINGTON	DC	20016
06386001	EBERT CHERYL M	12016 29TH AVE SE	EVERETT	WA	98208
06380052	COX BENJAMIN D	35640 MAILE LN	STERLING	AK	99672
06380051	HENRY LIVING TRUST	PO BOX 265	GARDNERVILLE	NV	89410
06380049	CUNNINGHAM TERA L	35925 ROBINSON LOOP RD	STERLING	AK	99672
06380048	WHITEHEAD JAMES	PO BOX 223	STERLING	AK	99672
06380047	WHITE CECIL J	PO BOX 106	SOLDOTNA	AK	99669
06380047	WHITE KENZIE C	PO BOX 106	SOLDOTNA	AK	99669
06380046	DAUGHERTY MATTHEW L	PO BOX 43	STERLING	AK	99672
06380045	FRISON HEATHER YVONNE	PO BOX 1146	STERLING	AK	99672
06380045	SORENSEN KEITH B	PO BOX 1146	STERLING	AK	99672
06380044	JENSEN ALICIA M	38600 ROBINSON LOOP RD	STERLING	AK	99672
06380044	JENSEN MICHAEL N	38600 ROBINSON LOOP RD	STERLING	AK	99672
06380043	MARTIN KIRSTEN	38945 HERMOSA DR	STERLING	AK	99672
06380042	BYRNS GLEN M	PO BOX 103	STERLING	AK	99672
06380042	BYRNS LEATHAN M	PO BOX 103	STERLING	AK	99672
06380041	MCMURTRY STEVEN K	PO BOX 672	STERLING	AK	99672
06380040	HOSPELHORN DOUG	29064 N 69TH PL	SCOTTSDALE	AZ	85266
06380040	HOSPELHORN JENNIFER	29064 N 69TH PL	SCOTTSDALE	AZ	85266
06380040	HOSPELHORN PAUL	29064 N 69TH PL	SCOTTSDALE	AZ	85266
06380039	WARWICK ALAN W	PO BOX 1313	STERLING	AK	99672
06380039	WARWICK JULIA L	PO BOX 1313	STERLING	AK	99672
06380038	HENSLEY SABRINA MARIE	PO BOX 1233	STERLING	AK	99672
06380038	THOMPSON VICTOR A	PO BOX 1233	STERLING	AK	99672

06380037	ADAMS LEVI	PO BOX 163	CLAM GULCH	AK	99568
06380036	DESSELLE ROBERT D II	866 MONTEREY CT	SAN LEANDRO	CA	94578
06380036	DESSELLE SUSAN	866 MONTEREY CT	SAN LEANDRO	CA	94578
06380035	YEH JOSHUA	PO BOX 1308	STERLING	AK	99672
06380034	DUNCAN KATHLEEN DAWN	PO BOX 1081	STERLING	AK	99672
06380033	ELLIOTT NORMAN L	PO BOX 341	STERLING	AK	99672
06380032	SMITH MYSTEVALE M	PO BOX 982	STERLING	AK	99672
06380032	THOMPSON ARCHIE R Jr	PO BOX 982	STERLING	AK	99672
06380031	FOUST KADE C	PO BOX 1108	STERLING	AK	99672
06380030	GILLHAM JOSEPH A	PO BOX 1299	STERLING	AK	99672
06380030	GILLHAM KACI L	PO BOX 1299	STERLING	AK	99672
06380029	G & M PROPERTIES II LC	572 S 300 E	BRIGHAM CITY	UT	84302
06380029	WILDING PROPERTIES LC	1096 ASPEN DR	BRIGHAM CITY	UT	84302
06380028	BULLOCK ANDREW T	PO BOX 798	STERLING	AK	99672
06380027	HEWIT ROBERTA E	PO BOX 5	STERLING	AK	99672
06380027	HEWITT WILLIAM R	PO BOX 5	STERLING	AK	99672
06380026	WADE JAMES GORDON	PO BOX 527	STERLING	AK	99672
06380026	WADE PATRICIA	PO BOX 527	STERLING	AK	99672
06380025	TENDALL COLLEEN	33116 FOX CREEK DR	WAUKEE	IA	50263
06380025	TENDALL WAYNE	33116 FOX CREEK DR	WAUKEE	IA	50263
06380024	ASHTON MARYELLEN	1150 P ST	ANCHORAGE	AK	99501
06380024	DEWEY WILLIAM FREDERICK	1150 P ST	ANCHORAGE	AK	99501
06380023	MARTIN KELLI R	35555 KENAI SPUR HWY	SOLDOTNA	AK	99669
06380023	MARTIN MICHAEL J L	35555 KENAI SPUR HWY	SOLDOTNA	AK	99669
06380022	CAMPS CURTIS & KATRINA TRUST	PO BOX 277	SHADY COVE	OR	97539
06380021	SPEAKMAN HARRY H	PO BOX 512	STERLING	AK	99672
06380021	SPEAKMAN HILDEGARD S	PO BOX 512	STERLING	AK	99672
06380020	TRENHOLM SHIRLEY	PO BOX 1720	KENAI	AK	99611
06380019	HANKE RACHEL	1576 KARLUK ST APT A	ANCHORAGE	AK	99501
06380017	GRANADOS BRIDGET	PO BOX 1026	STERLING	AK	99672
06380016	NEWTON JESSICA ELIZABETH	PO BOX 423	STERLING	AK	99672
06380015	WEEKS ELIZABETH W	38990 TWIN RD	STERLING	AK	99672
06380015	WEEKS JEFFERY COLE	38990 TWIN RD	STERLING	AK	99672
06380014	LOCKNER CHARLES H	34763 SALUTATION AVE	STERLING	AK	99672
06380014	LOCKNER MARY LAVON	34763 SALUTATION AVE	STERLING	AK	99672
06380012	HILER HOWARD L & PATRICIA A	PO BOX 43	STERLING	AK	99672
06380010	RICHARDSON TRAVIS H F	35520 MAILE LN	STERLING	AK	99672
06380009	PETERSON MARK	31 W 100 S STE B	PLEASANT GROVE	UT	84062
06380009	PETERSON MATTHEW	31 W 100 S STE B	PLEASANT GROVE	UT	84062
06380008	BARNES LANA K	PO BOX 4313	SOLDOTNA	AK	99669
06380006	ARTHUR NEIL R & CONSTANCE R	PO BOX 1014	STERLING	AK	99672

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06380005	BOWLES DELBERT R Jr	2911 ROCKY CREEK RD	AUGUSTA	GA	30906
06380004	GELLER RYAN J	PO BOX 393	STERLING	AK	99672
06380003	CHRISTENSEN BRIAN L & NORMA K	PO BOX 26	KENAI	AK	99611
06380002	CARPENTER DEBRA KAY	47220 BLACK BEAR CIR	KENAI	AK	99611
06380002	SIEVERS DIXIE M	810 PENINSULA AVE APT 18	KENAI	AK	99611
06380001	CHRISTIANSEN LATHANEIL D	PO BOX 480	STERLING	AK	99672
06379012	BALDRIDGE JOHN D	38950 LEILANI ST	STERLING	AK	99672
06379012	BALDRIDGE SHEILAH A	38950 LEILANI ST	STERLING	AK	99672
06379011	ALBRIGHT DAVID L	PO BOX 848	STERLING	AK	99672
06379011	ALBRIGHT MARILYN	PO BOX 848	STERLING	AK	99672
06379010	ROSSO MICHAEL L	PO BOX 1209	STERLING	AK	99672
06379009	MARTINELLI KAREN ANN	PO BOX 391	STERLING	AK	99672
06379009	MARTINELLI RONALD L	PO BOX 391	STERLING	AK	99672
06379008	MARTINELLI RONALD L & KAREN A	PO BOX 391	STERLING	AK	99672
06379006	ANDERSON DAWNA D	PO BOX 1388	STERLING	AK	99672
06379006	ANDERSON MARTIN T	PO BOX 1394	SOLDOTNA	AK	99669
06379005	PARKS DANIEL	36685 ROBINSON LOOP RD	STERLING	AK	99672
06379005	PARKS JILL	36685 ROBINSON LOOP RD	STERLING	AK	99672
06373055	COOPER JANNA	39542 VALLEY VIEW RD	STERLING	AK	99672
06373055	COOPER JAYSON A	39542 VALLEY VIEW RD	STERLING	AK	99672
06373054	BROWN VANESSA ANNE	PO BOX 614	STERLING	AK	99672
06373054	DEARTH DAVID SCOTT	PO BOX 614	STERLING	AK	99672
06373054	DEARTH JARRETT ALAN	22335 MONTROSE AVE	PORT CHARLOTTE	FL	33952
06373053	LAKE-DEARTH SUSAN	PO BOX 614	STERLING	AK	99672
06373052	PIPER JOHN W	PO BOX 634	STERLING	AK	99672
06373052	PIPER LYINDA C	PO BOX 634	STERLING	AK	99672
06373051	ALLEN CARLA A	PO BOX 215	STERLING	AK	99672
06373050	COE SHAWN PAUL	PO BOX 1270	STERLING	AK	99672
06373049	BRITTINGHAM JASON G	1711 S WENAS RD	SELAH	WA	98942
06373049	NOEL THERESA L	1711 S WENAS RD	SELAH	WA	98942
06373048	MOOSE VALLEY LODGE LLC	PO BOX 1693	EAGAR	AZ	85925
06373045	HOLSMAN BOBBI A	12540 ESTUARY CIR	ANCHORAGE	AK	99516
06373045	HOLSMAN DAVID J	12540 ESTUARY CIR	ANCHORAGE	AK	99516
06373044	GIANI CHRISTOPHER	PO BOX 423	STERLING	AK	99672
06373041	HAYWOOD KATHY L	PO BOX 35	STERLING	AK	99672
06373040	BLOUGH JUDSON	35610 HERTA AVE	STERLING	AK	99672
06373039	BLOUGH ADONIRAM JUDSON	35610 HERTA AVE	STERLING	AK	99672
06373039	BLOUGH MARIA KNOX	35610 HERTA AVE	STERLING	AK	99672
06373038	BRITO ALASHA N	PO BOX 1285	STERLING	AK	99672
06373038	BRITO DUSTIN A	PO BOX 1285	STERLING	AK	99672
06373035	FRANK KEVIN & PAMELA LIVING TRUST	1909 N SALEM DR	ANCHORAGE	AK	99508
00070000				<i>i</i> ux	55500

06373018	DESMIDT ELIZABETH T	PO BOX 630	STERLING	AK	99672
06373017	JACKSON JESSICA J	PO BOX 545	COOPER LANDING	AK	99572
06373013	DERFLINGER SHANE	PO BOX 229	STERLING	AK	99672
06373011	SOUTER MILTON M	3745 DOROSHIN AVE	ANCHORAGE	AK	99516
06373010	WARNER EMILY	PO BOX 1159	STERLING	AK	99672
06373010	WARNER PAUL	PO BOX 1159	STERLING	AK	99672
06373006	MILLER ANDREW	PO BOX 834	STERLING	AK	99672
06373006	MILLER ELIZABETH KRISTYANNA	PO BOX 834	STERLING	AK	99672
06373005	FINEGAN MICKEY D	39806 GARFF ST	STERLING	AK	99672
06373005	FINEGAN PAUL P	39806 GARFF ST	STERLING	AK	99672
06373004	PICKARSKY CLINT	PO BOX 1016	SOLDOTNA	AK	99669
06373004	PICKARSKY PENNY	PO BOX 1016	SOLDOTNA	AK	99669
06373001	ARNOLD MICHAEL W & DEBRA	PO BOX 846	STERLING	AK	99672
06371011	OCHADLEUS ERIC JAMES	6800 TERESA CIR	ANCHORAGE	AK	99516
06371011	OCHADLEUS MARIE ANN	6800 TERESA CIR	ANCHORAGE	AK	99516
06371010	FOUST ERIC JAY	39101 WINDMILL ST	STERLING	AK	99672
06371008	LEOV PETE TRUST	PO BOX 589	STERLING	AK	99672
06371005	SHIVERS ANNE KATHARINE	PO BOX 1300	STERLING	AK	99672
06371004	NEWTON-FURR THERESA	PO BOX 704	STERLING	AK	99672
06362017	NUNLEY DAVEY G	PO BOX 915	STERLING	AK	99672
06362017	NUNLEY TINA RENE	PO BOX 915	STERLING	AK	99672
06362016	STERLING REAL ESTATE INC	PO BOX 833	STERLING	AK	99672
06337034	MARQUEZ JOSE	PO BOX 1284	SOLDOTNA	AK	99669
06337034	MARQUEZ LAURA	PO BOX 1284	SOLDOTNA	AK	99669
06337033	MILLS-PRICE PHILLIP S	14437 HIGHWAY 238	JACKSONVILLE	OR	97530
06337032	THEIN ROBERT J	PO BOX 1035	STERLING	AK	99672
06337031	FLEMING JOSH L	83 SUNNYSIDE BENCH RD	LENORE	ID	83541
06337030	HAYBECK WALTER Jr	PO BOX 876	STERLING	AK	99672
06337029	SIPES DENISE A	PO BOX 1217	STERLING	AK	99672
06337029	SIPES RANDY J	PO BOX 1217	STERLING	AK	99672
06337028	BUNDY CAMILLA	35640 RIDGECREST CIR	STERLING	AK	99672
06337027	ROUSE JULIE MICHEL	PO BOX 273	STERLING	AK	99672
06337027	ROUSE MICHAEL RONNIE	PO BOX 273	STERLING	AK	99672
06337026	BISHOP JOHN W & LINDA S	PO BOX 533	STERLING	AK	99672
06337025	MCNALLY SANDBERG LIVING TRUST	39290 VALLEY VIEW RD	STERLING	AK	99672
06337023	NELSON JAMES O	PO BOX 1458	STERLING	AK	99672
06337023	NELSON SUSAN P	PO BOX 1458	STERLING	AK	99672
06337020	HULL CHARLES T	PO BOX 1856	SEWARD	AK	99664
06337020	HULL EDNA G	PO BOX 1856	SEWARD	AK	99664
06337019	MAGNUSON TOMMIE J & ANGELICA F	PO BOX 253	STERLING	AK	99672
06337018	SHASSETZ KYLE A	PO BOX 1162	STERLING	AK	99672

06337018	SHASSETZ TATYANAH L	PO BOX 1162	STERLING	AK	99672
06337017	LEGGETT HEATHER	PO BOX 771	STERLING	AK	99672
06337012	MAHAN IONA K & JEFF T	PO BOX 977	STERLING	AK	99672
06337010	GARDNER KATHY LEA	PO BOX 705	STERLING	AK	99672
06337009	TAPPANA YVETTE	PO BOX 3816	SOLDOTNA	AK	99669
06337008	COOTS JACOB M	PO BOX 707	STERLING	AK	99672
06337007	MCKENZIE CALLEN W	39360 GREENFIELD DR	STERLING	AK	99672
06337005	AKINS PHIL A & MCDONALD W COLEEN	1631 OXFORD DR	ANCHORAGE	AK	99503
06337004	BOSELA ANTHONY M	39260 GREENFIELD DR	STERLING	AK	99672
06337002	HOEKMAN PHILIP & JUNE GAIL	PO BOX 721	STERLING	AK	99672
06337001	HILER DALE H & LONDA L	PO BOX 581	STERLING	AK	99672
06336015	GIBBONS CHARLES DAVID LOUIS	35955 RYAN LN	SOLDOTNA	AK	99669
06336014	RICH JAMES C & PATTY	35641 RIDGECREST CIR	STERLING	AK	99672
06336011	MCKENNA JIM & MARILYN	PO BOX 2204	SOLDOTNA	AK	99669
06336010	NICKEL BRENDEN BOYD	PO BOX 1035	STERLING	AK	99672
06336009	BROWN GLYNN G & TERRY G	35870 ROBINSON LOOP RD	STERLING	AK	99672
06336008	PAYNE JOHNNY	PO BOX 87	STERLING	AK	99672
06336008	PAYNE MICHELLE	PO BOX 87	STERLING	AK	99672
06336004	BURNS STEPHANIE F	PO BOX 862	STERLING	AK	99672
06336003	YANCEY JEREMY D	PO BOX 744	STERLING	AK	99672
06336002	SHASSETZ ROBERT A & SHARON R	PO BOX 1163	STERLING	AK	99672
06336001	CASWELL DAVID C & BARBARA J	PO BOX 587	STERLING	AK	99672
06304735	VERMILYA DONALD SCOTT	39430 MISSOURI ST	STERLING	AK	99672
06304734	FREEMAN WILLIAM JOSEPH	PO BOX 3568	SOLDOTNA	AK	99669
06304733	FREEMAN WILLIAM ADAM	37053 BIRCHWOOD ST	SOLDOTNA	AK	99669
06304731	MILLER ALLEN & ERIKA	PO BOX 3164	ANDERSON	AK	99744
06304728	STRANG RICHARD W & GRAY M	1120 PEPPER DR SPC 165	EL CAJON	CA	92021
06304727	CAMERON BRIAN C	PO BOX 2408	SOLDOTNA	AK	99669
06304724	NESS JASON E	39068 RED HILL ST	STERLING	AK	99672
06304724	NESS SAMANTHA L	39068 RED HILL ST	STERLING	AK	99672
06304722	ROBERTSON JENNY	PO BOX 2204	SOLDOTNA	AK	99669
06304719	MICHAEL SARAH	39485 RED HILL ST	STERLING	AK	99672
06304719	MICHAEL SHANE	39485 RED HILL ST	STERLING	AK	99672
06304718	KINCAID BYRON J & LINDA D	39439 RED HILL ST	STERLING	AK	99672
06304717	LANTZ ALVA R & ANNA M	39341 RED HILL ST	STERLING	AK	99672
06304716	CUNNINGHAM BRICE A	36822 SONDRA AVE	STERLING	AK	99672
06304716	CUNNINGHAM NICOLE L	36822 SONDRA AVE	STERLING	AK	99672
06304715	PENNER SHANNON & GARY I	36829 SONDRA AVE	STERLING	AK	99672
06304714	WILLIAMSON JOHN	PO BOX 661	HEALY	AK	99743
06304713	ANDERSON SUSAN A	3705 ARCTIC BLVD	ANCHORAGE	AK	99503
06304711	MCKENNA JAMES G & MARILYN N	PO BOX 2204	SOLDOTNA	AK	99669

06304710	PIERCE BONNIE LEE LIVING TRUST REVO	C	36686 SONDRA AVE	STERLING	AK	99672
06304708	STOTTS PRESTON LEE		36555 FLIGHT BOUND AVE	STERLING	AK	99672
06304704	MILLS MARY ANN		PO BOX 143	STERLING	AK	99672
06304702	COLASKA INC	C/O QUALITY ASPHALT PAVING	240 W 68TH AVE	ANCHORAGE	AK	99518
06304701	VERBA NATHAN		38527 MONTGOMERY AVE	STERLING	AK	99672
06304701	VERBA RACHAEL		38527 MONTGOMERY AVE	STERLING	AK	99672
06304673	MICHEL 2014 FAMILY TRUST		PO BOX 648	STERLING	AK	99672
06304673	MICHEL DANIEL T & ROBBYN L		PO BOX 648	STERLING	AK	99672
06304672	BRAND CHARLES		15432 50TH RD	FRANKSVILLE	WI	53126
06304672	BRAND GAIL		15432 50TH RD	FRANKSVILLE	WI	53126
06304663	WARREN JOSIAH		38736 TWIN RD	STERLING	AK	99672
06304662	WARREN HALEY		38736 TWIN RD	STERLING	AK	99672
06304661	ROWELL ASHLEY		PO BOX 703	STERLING	AK	99672
06304661	ROWELL ZACKARY		PO BOX 703	STERLING	AK	99672
06304653	LOIS LLC		PO BOX 648	STERLING	AK	99672
06304376	HUFFER ABIGAIL		PO BOX 2229	SOLDOTNA	AK	99669
06304376	HUFFER BRANDON		PO BOX 2229	SOLDOTNA	AK	99669
06304375	FINWALL CINDY M		39882 TAIL DRAGGER CIR	STERLING	AK	99672
06304375	HOWARD JAMES D		39882 TAIL DRAGGER CIR	STERLING	AK	99672
06304373	SCOTT KENNETH L		37001 JACOBSEN AVE	STERLING	AK	99672
06304372	2 WHISTLEBAIT LLC		PO BOX 648	STERLING	AK	99672
06304371	1 ALSWORTH WAYNE C Sr		PO BOX 268	STERLING	AK	99672
06304370	0 VASKO RANDAL L		21055 EARL CT	KASILOF	AK	99610
06304369	DAWSON JACOB J		36927 JACOBSEN AVE	STERLING	AK	99672
06304369	DAWSON TASHA A		36927 JACOBSEN AVE	STERLING	AK	99672
06304368	CHRISTENSEN FRANK & CAROLYN		39610 STERLING AIR PARK ST	STERLING	AK	99672
06304367	KINCAID JERRY L		37595 FLY INN AVE	STERLING	AK	99672
06304367	KINCAID JOHANNA R		37595 FLY INN AVE	STERLING	AK	99672
06304361	CHRISTENSEN FRANK J & CAROLYN P		39610 STERLING AIR PARK ST	STERLING	AK	99672
06304360	GEESLIN JAMES WELCH III		36830 RODELEE LN	STERLING	AK	99672
06304358	GEESLIN JAMES W JR & SHARON C		36830 RODELEE LN	STERLING	AK	99672
06304357	CRANE KELLY D		848 GILSTRAP AVE	GRIDLEY	CA	95948
06304356	5 STERLING AIR PARK HOMEOWNERS' ASS(39797 CROSSWIND ST	STERLING	AK	99672
06304355	5 WALKER MICHAEL LEE		39700 WINDSOK ST	STERLING	AK	99672
06304354	54 WALKER WADE L		39544 WINDSOK ST	STERLING	AK	99672
06304352	52 BARSAMIAN AARON W		PO BOX 453	STERLING	AK	99672
06304349	49 KATAIVA KENNETH FRANK		PO BOX 1111	STERLING	AK	99672
06304348	8 RUMLEY PAUL G & DONNA M		PO BOX 3533	SOLDOTNA	AK	99669
06304344			39859 CROSSWIND ST	STERLING	AK	99672
06304343	3 VROOM REVOCABLE LIVING TRUST		1501 W COMANCHE WAY	TUCSON	AZ	85755
06304341	HUGHIE'S STRIP LLC		PO BOX 648	STERLING	AK	99672

06304329	KENAI PENINSULA BOROUGH	144 N BINKLEY ST	SOLDOTNA	AK	99669
06304301	SCOTT KENNETH L AND JENNIFER L FAMI	37001 JACOBSEN AVE	STERLING	AK	99672
06301408	SCHAVE MARK J	PO BOX 251	STERLING	AK	99672
02514010	KENAI NATIVES ASSN INC	215 FIDALGO AVE STE 204B	KENAI	AK	99611

From:	Allen Miller
To:	Ogren, Eric
Cc:	Allen Miller
Subject:	<external-sender>Parcel #063-047-01 Material Extraction</external-sender>
Date:	Tuesday, January 18, 2022 11:07:58 AM

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Eric

My name is Allen Frank Miller and I'm the property owner of 3 residential lots on Old Post Circle that joins with Robinson Loop Road. The property parcel numbers are 06304729(Lot 1A), 06304730 (Lot 2A), and 06304731 (Lot 3A). The physical address for lot 3A is 36760 Robinson Loop Road. I have two concerns and objections to allowing material extraction from 36280 Robinson Loop Road. My first concern is that having another gravel pit in the area is going to devalue the property near the extraction point. Especially since it will be highly visible from Robinson Loop Road. We already have plenty of gravel pits in the area. We truly don't need another one. That brings me to my second concern. My property on Old Post Circle already joins up with a gravel pit and the previous owner(s) caused a piece of my property to slough off due to them extracting too close to the property line. I would highly object to any further extraction from the gravel pit that is between Missouri Street and Old Post Circle and I highly object to creating another gravel pit in the area. I would like to keep our property values as high as possible. I have tried to market my lots for sale and so far I can't sell them for what I have into them and getting utilities to them is highly expensive. Therefore, it has been cost prohibitive for me to sell my lots and I hope another gravel pit doesn't get approved that could affect the value of our property in the area.

If there are any questions or concerns with my response you can contact me at 907-378-9766 or frozeninak_338@hotmail.com

Thanks Allen Miller

From:	susan dearth
To:	Ogren, Eric
Subject:	<external-sender>Sand and gravel extraction permit</external-sender>
Date:	Friday, January 14, 2022 2:30:57 PM

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Applicant:	AM&T Vantage Point LLC
Landowner:	AM&T Vantage Point LLC/Verba Nathan
Parcel number:	063-047-01
Legal Description:	T 5N R 9W SEC 3 SEWARD Meridian KN SE 1/4 Kenai Recording
District	
Location:	36280 Robinson Loop Rd

I am contesting the permit application for sand and gravel extraction for the property stated above.

I live at 39668 Valley View Road which is diagonal to the property. I built my house here because I wanted to live in the county, enjoy the outdoors, and privacy, but still be able to work in Soldotna as I was a nurse and worked at the local hospital.

This is a residential area. I was very surprised and disappointed when I heard how noisy the gravel plant on Jacobsen ave. is. I blame myself for not doing research on gravel sites and speaking up when that permit was being considered. The conditioning of the gravel is very loud and reduces air quality.

The approval of the permit would cause:

health concerns: Noise pollution Air pollution Disrupting quality of life financial : decreasing property values.

Please do not approve this permit.

Thank you for your attention; Susan Lake-Dearth 39668 Valley View Road PO Box 614 Sterling, Alaska 9967

Susan Lake-Dearth

From:	mike rosso
To:	Ogren, Eric
Subject:	<external-sender>AM&T Vantage Point LLC conditional land use permit application</external-sender>
Date:	Saturday, January 22, 2022 12:21:02 PM
Date:	Saturday, January 22, 2022 12:21:02 PM

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Im contacting you regarding a conditional land use permit from AM&T Vantage Point LLC / VERBA Nathan,. The Parcel Number is 063-047-01 and located at 36280 Sterling Alaska. This permit is to obtain to permit for sand and gravel extraction on a portion of the listed parcel. My concerns are the noise level, traffic , safety around the propose pit, visual and the impact to home owners located nearby. I would like any information and notices available to the public concerning the Application procedure 21.29.030. This requirement must show buffer plan, reclamantion plan, type of material be extracted and type of equipment to be used. A site plan and field verification prepared by a professional surveyor licensed and registered in the State of Alaska is required. Any other information and methods to get information concerning this process of this permit is welcomed. You can call me at 907 244-8858 or email to rosso.mike@yahoo.com Thank you Michael Rosso

Ps. I'm little behind in the computer age. Could you find time to reply if you got this email. A cell text or email would be nice. I appreciate the time you took talking to me in the Borough building and explaining the procedure. Still all new to me and a learning process

From:	Vanessa Brown
To:	Ogren, Eric
Subject:	<external-sender>Permit for sand and grovel extraction</external-sender>
Date:	Tuesday, February 8, 2022 4:28:56 PM

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

To whom it may concern,

I am reaching out regarding Parcel number 063-047-04. Owner: AM&T Vantage point Location: 36280 Robinson Loop Rd. Permit for sand and gravel extraction.

My property is 39606 Valley View Rd

Please understand that allowing this to proceed would cause disruption of everyday life to the residents. The noise pollution and increased truck traffic would negate the idea of living here. Many residents chose this location to be away from traffic and noise pollution. Many of the residents in this area are retired and plan to live their lives out in the home they reside in. Please do not proceed with allowing the sand and gravel extraction project to proceed.

Thank you for your time,

Vanessa Brown

From:	John Baldridge
To:	<u>Ogren, Eric</u>
Cc:	Baldrigejohnd@gmail.com; Sheilah Baldridge; David Albright
Subject:	<external-sender>KPD 3934, CLUP application 36820 Robinson Loop Road</external-sender>
Date:	Wednesday, February 9, 2022 8:11:54 AM

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Dear Mr Ogren and Planning Commission Members,

My wife Sheilah and I live at 38950 Leilani Street, approximately 500 feet from the SW corner of the property described in the CLUP submitted by Nathan Verba - AM&T Vantage Point.

I encourage you to disapprove the requested permit for several reasons. First of all, the requested permit is incomplete. If you review the map included with Verba's permit you will see several drinking water wells nearby. However, not all have been identified including our drinking water well. I also know of at least five additional wells adjacent to the Verba property that are not identified. Extracting massive volumes of sand and gravel in this area has a high potential for ground water disturbance and impacts to residential drinking water.

Additionally, if you look at the larger map of this area, you will notice that the closest haul route to get the gravel the several miles out to the Sterling highway is through residential areas containing several churches and finally through the Sterling Elementary school zone. Assuming that this proposed gravel pit is actually economic, the Planning Commission should consider the safety implications of hundreds, if not thousands of heavy trucks transiting this area annually.

Finally, the last thing this neighborhood needs is another gravel pit. If you look at the Borough GIS showing material sites in a five mile radius, the will see dozens of sites. Some active, some inactive and some improperly and unsafely abandoned. While it is true that significant amounts of gravel and aggregate will be required for the proposed Sterling highway road project, there are numerous sites adjacent to the highway project that can and will economically provide the material needed, without near the potential detrimental impacts to the public and adjacent property owners as will this proposed Robinson Loop site.

I urge the Planning Commission to not approve the CLUP submitted by Nathan Verba - AM&T Vantage Point.

Sincerely, John Baldridge

From:	<u>Ogren, Eric</u>
To:	Shirnberg, Ann
Cc:	Aeschliman, Melanie
Subject:	FW: <external-sender>Conditional Land Use Permit - Material Extraction Applicant: AM&T Vantage Point, LLC KPB-3934</external-sender>
Date:	Thursday, February 10, 2022 12:52:15 PM
Attachments:	image002.png

Hello Ann,

Would you be able to make this a laydown item? It is a comment on the AM&T LLC CLUP application.

Eric D. Ogren Code Compliance Officer/Acting KPB Planner Ph: (907) 714-2209 Fx: (907) 714-2378



From: David Albright <DavidAlbrightAK@hotmail.com>
Sent: Thursday, February 10, 2022 12:41 PM
To: Ogren, Eric <eogren@kpb.us>
Cc: Marilyn Albright <marilynalbrightak@hotmail.com>; John Baldridge
<baldridgejohnd@gmail.com>; Jennifer Howell <thmarine1@yahoo.com>
Subject: <EXTERNAL-SENDER>Conditional Land Use Permit - Material Extraction Applicant: AM&T
Vantage Point, LLC KPB-3934

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Dear Mr. Ogren and Planning Commission Members,

I'm writing this email in response to KPB-3934 CLUP application for 36820 Robinson Loop Road, Sterling, Alaska, submitted by Nathan Verba - AM&T Vantage Point LLC. I'm unable to participate in the February 14, 2022 planning commission meeting. Please accept this email as my public comment for the record.

My name is David Albright, and my wife Marilyn and I live at 36539 Robinson Loop Rd in Sterling, Alaska. Our property is Lot 1A Leilani Subdivision Albright addition. Our mailing address is PO Box 848, Sterling, Alaska. Our East property line borders on the subject's West border across Robinson Loop.

Let me first point out that I believe people who purchase property should be able to use that property as they see fit. Conversely, those property owners have a responsibility to not interfere with their neighbor's way of living as they use the property to their own pursuits.

We have owned this property since 1982 and have recently subdivided our acreage into

two parcels, one of which is where we currently live (PID 06379011). I bring this information as a background to the nature of the surrounding neighborhood. There are other gravel pits in the area, some functional, others unused. We do have dump trucks running in the summer on Robinson Loop. We were aware of this when we purchased the property.

Our neighborhood is mostly residential with a few vacation rentals in the area. According to the plat, there are 19 parcels that border the subject parcel. Of those nineteen, twelve are labeled residential, one is an accessory building, and six are undeveloped. I do take exception that our lot is labeled as undeveloped – driveway, gravel pads, electricity, well, telephone, garage shed, storage shed, kitchen shed and a travel trailer. So let's make it thirteen residential parcels. All of these owners were here before the proposed gravel pit. A working pit across the street of residential lots was not perceived and we are not happy about it.

As you well know, Material Site ordinance 2021-41 was tabled by the assembly on 2/2/22 with an agreement to go back and revisit the revisions in working groups. Since the ordinance was first introduced 12/2021, and the applicant for the parcel applied in 12/2021, his intent would be to follow the new standards. As a conditional use permit, the applicant should be required to follow the new standards when they are passed. I think it will be a travesty if this CLUP is grandfathered in with the old standards.

One other issue of concern is the exit/ingress to the proposed gravel pit. Whereas the rules just state a legal access and the applicant notes that he has a ROW permit to Robinson Loop, I don't believe the SOA would have approved the ROW for a gravel pit to exit directly onto the State Highway and would have insisted on egress from the KPB road Valley View, where dump truck traffic current enters the highway. Of course, I don't know this for a fact.

I don't think it would be in the best interest of the surrounding landowners to have another debris laden approach to this state highway. Valley View road already has this issue during the summer months. I'm biased because now I'll have to listen to up shifting/down shifting dump trucks accessing the gravel pit so close to my lot. This is not something that I ever expected in my retirement years, and I'm sure my neighbors didn't expect a working gravel pit to interrupt their summers and degrade their property values.

I appreciate the time and consideration of the commission to address my concerns. Please note under the KPB Planning Commission Resolution 2022-09 Items #14, the name of the highway should be corrected from Kenai Spur Highway to Robinson Loop Rd.

Regards, David Albright

PO Box 848 Sterling, Alaska 99672 907.262.5817

Hello Ann,

Yet another comment for the AM&T for Monday's PC meeting, Is it too late to add to the packet? If so can we have it a lay down item.

Eric D. Ogren Code Compliance Officer/Acting KPB Planner Ph: (907) 714-2209 Fx: (907) 714-2378

-----Original Message-----From: Mary Ellen Ashton <maryellenashton@gmail.com> Sent: Friday, February 11, 2022 12:39 PM To: Ogren, Eric <eogren@kpb.us> Subject: <EXTERNAL-SENDER>Gravel Pitt at 36280 Robinson Loop Road

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

I own a home on Weaver Lane Sterling within 2640 feet of the proposed gravel Pitt. I oppose the borough granting the conditional use permit to AM&T Vantage Point LLC for the following reasons: This is a primarily residential and small farm area and a gravel pit is an inconsistent use in the area. Robinson Loop Road will suffer damage from trucks carrying sand and gravel and other vehicles on the road will be damaged. AM&T is a brand new business with no record of operating within compliance for this type of business. Sterling is currently a growing residential area, not suiting for large scale mineral extraction operations. Any extraction should have a real remediation plan financed in advance. MaryEllen Ashton

Sent from my iPad

From:Ogren, EricTo:Shirnberg, AnnSubject:FW: <EXTERNAL-SENDER>Gravel pitDate:Friday, February 11, 2022 12:50:21 PMAttachments:image002.png

Hello Ann here is another

Eric D. Ogren Code Compliance Officer/Acting KPB Planner Ph: (907) 714-2209 Fx: (907) 714-2378



From: Kenai Fly Fish <kenaiflyfish@gmail.com>
Sent: Friday, February 11, 2022 12:49 PM
To: Ogren, Eric <eogren@kpb.us>
Subject: <EXTERNAL-SENDER>Gravel pit

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

I own a home on Weaver Lane Sterling within 2640 feet of the proposed gravel Pitt. I oppose the borough granting the conditional use permit to AM&T Vantage Point LLC

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--

Thank you,

Ian McDonald

(907) 301-6957

Kenaiflyfish@gmail.com

Kenaiflyfish.com

 From:
 Ogren, Eric

 To:
 Shirnberg, Ann

 Subject:
 FW: <EXTERNAL-SENDER>Fwd: Gravel Pitt at 36280 Robinson Loop Road

 Date:
 Friday, February 11, 2022 12:51:09 PM

 Attachments:
 image002.png

And Another.....

Eric D. Ogren Code Compliance Officer/Acting KPB Planner Ph: (907) 714-2209 Fx: (907) 714-2378



From: fred dewey <deweyfred81@hotmail.com>
Sent: Friday, February 11, 2022 12:50 PM
To: Ogren, Eric <eogren@kpb.us>
Subject: <EXTERNAL-SENDER>Fwd: Gravel Pitt at 36280 Robinson Loop Road

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Subject: Fwd: Gravel Pitt at 36280 Robinson Loop Road

I own a home on Weaver Lane Sterling within 2640 feet of the proposed gravel Pitt. I oppose the borough granting the conditional use permit to AM&T Vantage Point LLC for the following reasons:

This is a primarily residential and small farm area and a gravel pit is an inconsistent use in the area. Robinson Loop Road will suffer damage from trucks carrying sand and gravel and other vehicles on the road will be damaged. AM&T is a brand new business with no record of operating within compliance for this type of business. Sterling is currently a growing residential area, not suiting for large scale mineral extraction operations. Any extraction should have a real remediation plan financed in advance. The "corporation" can simply dissolve, [after leaving a mess, contaminated water, and a giant hole] or declare bankruptcy - and "viola" no liability, no responsibility, just a ruined neighborhood. I would like to see individual indemnification for restoration by this "private" limited corporation, unlike every Matsu gravel pit which digs and leaves.

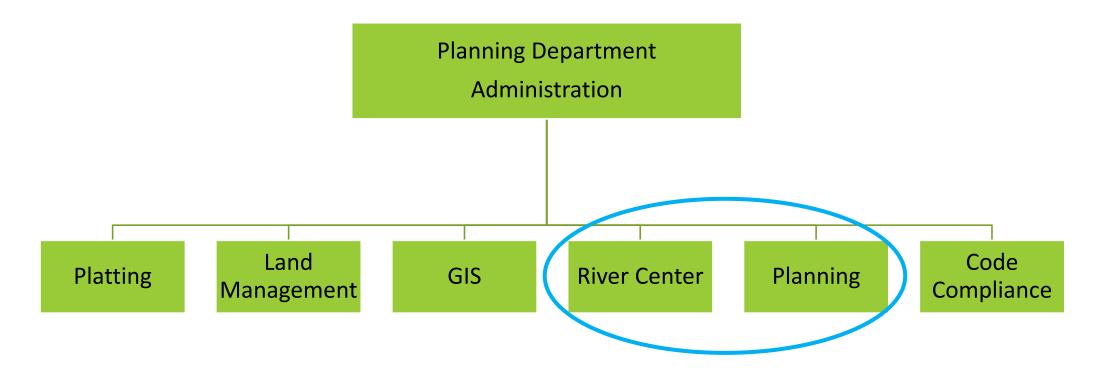
Proposed FY2023 Planning Budget

SAMANTHA LOPEZ

MANAGER

PLANNING + RIVER CENTER

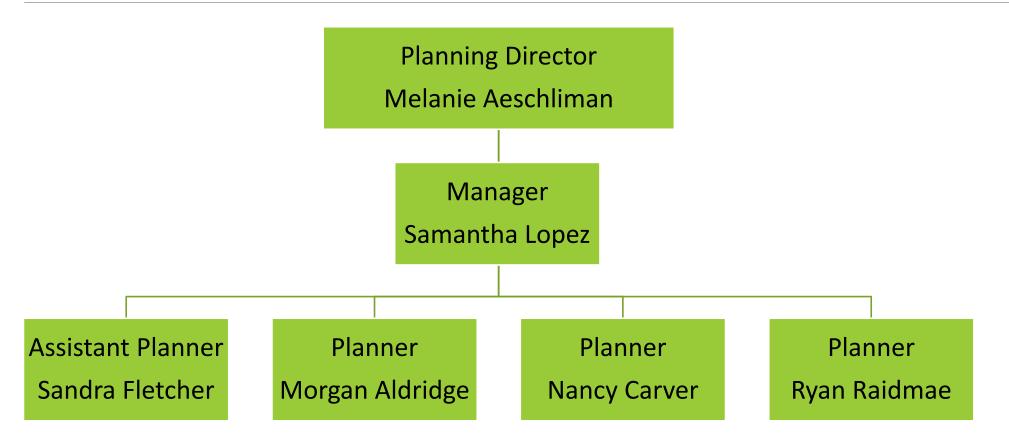
Planning Remodel



Organization – workflow/duties



Organization – personnel



FY2023 Goals

- 1. Retain institutional knowledge
- 2. Cross training
- 3. Build better processes
- 4. Better government

Advisory Planning Commissions (7)

This year:

- Re-distributed APC's
- Comprehensive Plans
- Training Session

FY2023 Goals

- Participation
- Comprehensive Plan Writing
- Advise the Planning Commission
- APC Handbook
- APC Code Revision

Proposed APC Budgets

	FY2021 Actual	FY2022 Actual	FY2023 Proposed
Funds Budgeted	\$5 <i>,</i> 000	\$7,350	\$17,350
Funds Used	< \$1,000	< \$1,500	

Additional APC Budget Considerations

APC	Budget Requests
Anchor Point	\$3,290
Cooper Landing*	\$900
Funny River	\$2,055
Hope / Sunrise	\$2,500
Kachemak Bay	\$6,850
Kalifornsky*,**	\$202,760
Moose Pass	\$7,500
TOTAL	\$225,855
TOTAL**	\$23,095

Itemized Requests by Cost

- Consultant(s) for Comprehensive Plans
- Area Mailouts
- Zoom Accounts
- Office Supplies
- Rental space
- Misc. (laptop, internet, PO box)

KPB 21.02.140 allows for some Plan Preparation expenses (advertising, copies, mailings)

* Budget supplied by one APC member, not approved by the APC** APC inactive

Planning Budget Considerations

- Planning Commissioner Training
 - Alaska Planning Conference (2-4 commissioners)
 - National Planning Conference
 - Other?
- Material Site Study
 - Approximately 18-month study
 - Where are those resources?
 - How often do we need them?
 - Manage

- Seismologist Report Study
- Outside legal counsel
 - Retained by Legal Department
- Other?

Land Management

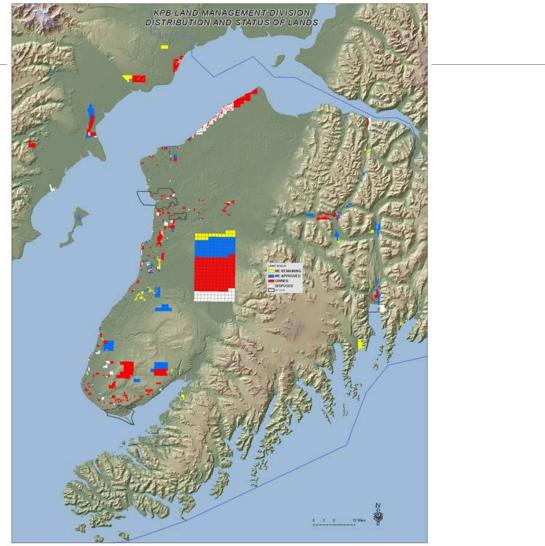
FY 2023 Budget Review



197

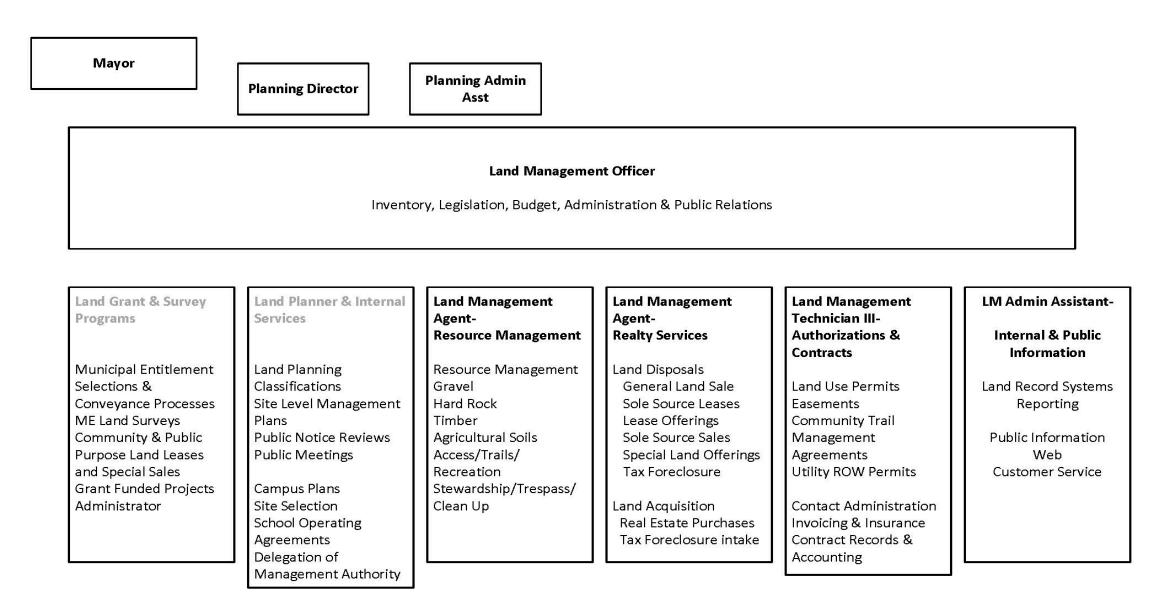
What we do- for KPB's Operations & for our Communities

- ✓Land Planning
- ✓ Land Acquisition
- ✓ Land Use Authorizations
- ✓ Resource Management
- ✓ Land Disposals
- Public and Internal Information



11

The Organizational Model



2021 Highlights (FY22)

New Team Members

- Aaron Hughes
- Dakota Truitt
- Avery Harrison

2 Land Sales

General Land Sale Yields \$3.4M Tax Foreclosure Sale of 33 Parcels

Land Trust Investment Fund Reaches \$9.2M with \$4.1M more to be deposited

Spruce Bark Beetle Mass Timber Sale Project in Motion

Progress on Agricultural Land Offering Programming

Starting Re-Write of KPB 17.10

Working on next 5-year land sale plan

13

200

FY23 Highlights

 Bringing on a Land Surveyor to 1) survey and gain title to 40,000 acres of municipal entitlement land; Conduct Surveys for land sales, resource management; and encroachments; build survey control for KPB's GIS

- Recording 40-years of Municipal Entitlement Decisions
- Land Planning Unit 395 (1,000 Acres)
- Timber Sales & a project Forester

- Host a Statewide Land Management Conference
- Additional work on the Agricultural Initiative
- Transition into a New Land Management Code
- Acquisitions for KPBSD, SPH, WESA, CES, & SBCFSA
- Land Authorizations for Grant Lake Hydro Project, DOT MP 45-60 project, USFS Iditarod & Vagt Lake Trailhead Project
- Material Site Projects

Take-aways

Transformational Budget

Onboarding Surveyor

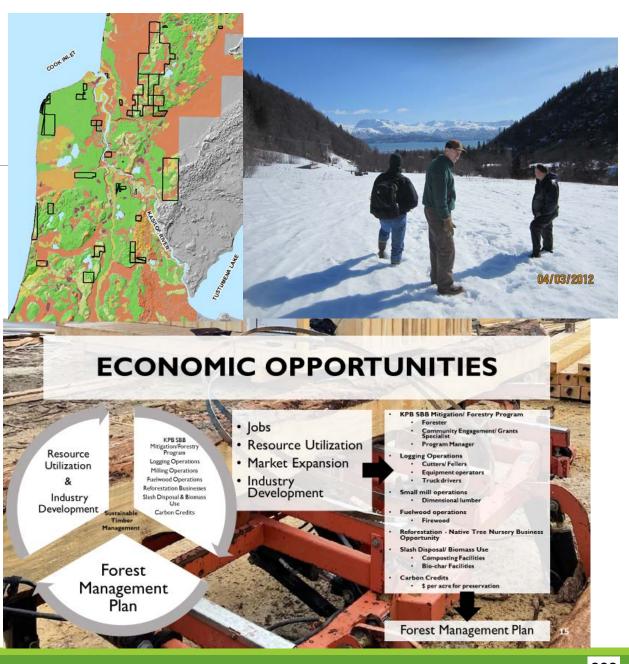
Strong Financial Position with increasing revenues from land authorizations and from LTIF earnings (POMV)

Timber Activity- Industry Development, Grants

New Land Code

Improved Land Inventory

Agriculture Initiative Direction



Anchor Point Advisory Planning Commission Meeting Minutes: February 10, 2022

Call to Order: Meeting called to order by Dawson Slaughter at 7:00 pm

Roll Call: Dawson Slaughter, Jay Wright, John Cox, Maria Bernier, Mary Trimble and Donna White were present. Raymond Drake was absent.

Approval of previous minutes: January 6, 2022. A correction was made to the spelling of John Cox. A motion was made by Jay Wright to approve the minutes as amended. John Cox seconded. The motion passed.

Approval of Agenda: Dawson Slaughter suggested to amend the agenda to move New Business (b) up to before correspondence as there was a speaker present telephonically. Jay Wright made the motion to approve the agenda as amended. Donna White seconded.

New Business:

b. Brenda Ahlberg, Emergency Manager for the KBP spoke regarding the Community Wildfire Protection Plan. The proposed plan encompasses all lands regardless of ownership. She requested that the APC take 2 actions. Action 1: Encourage the members to look at the plan and make recommendations Action 2: Provide comment to Brenda by 2/25. She will answer the questions or review the comments when she is present at the March meeting.

Donna White requested to amend the agenda to include the information regarding plat review. It was added to New Business c

Correspondence: None

Public Comment/ Presentation without previous notice: None

Report from Borough

a. Sandra Fletcher, Assistant Planner, via phone.
Ryan Raidmae has been hired as the new Borough Planner.
The APC budget requests will be reviewed at the Planning
Commission at the Monday meeting at 7:30 pm. It will be available through zoom. There is a link on the Borough web page.
Sandra will send the link to the members.

The Borough would like to concentrate on a land use plan for the area over the next year. A land use plan is similar to a comprehensive plan.

The Borough wants the APC's to provide the staff with information regarding plats that the Borough may not be aware of. John asked if the Borough reviewed floodplains. The Borough uses FEMA maps when assessing floodplains. John expressed concern for community members that live on the river or creeks in the area.

Zoom meetings. Sandra discussed the advantages of using Zoom for meetings. Since there is no internet where we are meeting, could the members access Zoom from their homes and hold meetings. Dawson said that we could use Zoom to accommodate large numbers of people. However, he prefers to hold meetings face to face.

Mary had a question regarding the budget. The Planning Commission will discuss the budget at Monday's meeting, but if they approve the requests, it still needs to go to the Assembly for approval.

The past planner had discussed changing the time of our meeting to 6:00 pm. Another APC meets at the same time and in order for Borough staff to attend both meetings, one of the APC's will need to change the meeting time.

Old Business:

a. Update on Zoom meetings. If necessary, we could hold the Zoom meetings at the VFW until we can utilize Zoom at our current meeting place.

Perhaps we could pay the Chamber rent for the space monthly and then the chamber could provide internet service for all the organizations that use the chamber office. When we begin working on the comprehensive plan, it will be Important to have community involvements and Zoom could play an integral part of the process.

New Business:

- a. Woody Acres 2022 Replat KPB 2022-006. A motion was made by John Cox to recommend approval of removing the shared lot line. Jay Wright seconded. The motion passed.
- Review KPB Community Wildfire Protection Plan (CWPP) We need to review and submit comments by 2/25 or at the March meeting.

Announcements: None

Next Regular Meeting: March 10, 2022

Commissioner Comments: Maria asked if we were going to discuss the request to change the time of the meeting to 6:00 pm. The consensus of the members was to not change the time of our meetings.

Adjournment: Meeting adjourned at 7:48 pm



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce Borough Mayor

February 10, 2022

Planning Commissioners:

As I move on from the borough and take a position with Homer Electric Association, I would like to say 'Thank You' to all the Planning Commissioners. Borough employees work hard to provide you with valuable information and answer your questions. It is rewarding to know that you value our work and use it to make informed, and important, decisions.

It has been a pleasure to work with many of you from both sides of the dais, both as a Land Surveyor representing landowners (for 10 years), and as the Borough's Platting Manager (for 4 years).

Thank you for investing your time to make the Borough a better place.

I am sure that our paths will cross in the future and look forward to those moments.

Thank you,

LA Otos

Scott Huff Platting Manager

2022 Alaska Planning Conference

https://www.akplanning.org/

Planning Commissioner Training - \$100

The 2022 Alaska Planning Conference will be hosted on the virtual platform PheedLoop. Once you are registered, you will have a unique log-in which will give you access.

Includes two days of training on how to be a Planning Commissioner, staff liaison, case scenarios, and procedural guidelines.

Part 1: March 20 - Just the Basics Part 2: April 24 - Deeper Dive

If you are interested in attending please contact Ann Shirnberg (<u>ashirnberg@kpb.us</u> or 907-714-2215)