

[TAB 12]

**Complaint 25-04-CD,
David Long v. Joel Borgquist/Keep It
Alaska**

Presented By:

Kim Stone, Campaign Disclosure Coordinator

BEFORE THE ALASKA PUBLIC OFFICES COMMISSION

David Long,)	
)	
Complainant,)	
)	
vs.)	Case No. 25-04-CD
)	
Joel Borgquist, Keep It Alaska IE group)	
)	
Respondent.)	
_____)	

NOTICE OF HEARING AND PROCEDURAL ORDER

A hearing in these cases will take place before the Alaska Public Offices Commission at approximately 9:00 a.m. on Wednesday, June 3, 2026.

The Commissioners will be present in person, by telephone, or via Microsoft Teams and will receive evidence regarding this matter. You may be present at the hearing either by telephone (1-907-202-7104, Access Code: 269 275 710#), in-person (2221 E. Northern Lights Blvd, Ste 128, Anchorage, Alaska), or via [Microsoft Teams Meeting](#).¹ You may be, but are not required to be, represented by an attorney or agent.

If you wish to participate by telephone and are an individual who requires a special accommodation to participate, you must advise the Commission office on or before May 26, 2026, so that a special accommodation can be made.

PREHEARING AND HEARING PROCEDURES

- 1) **Parties.** The parties in this case are Commission Staff and Respondents.
- 2) **Issues.** At the hearing, the Commission will consider whether Respondent Borgquist and KIA failed to report contributions within 24 hours, failed to file a complete 105-day report, failed to disclose sufficient details of expenditures, and failed to provide correct information concerning funding sources.
- 3) **Procedural history.** Complainant David Long filed a complaint against Respondents Borgquist and Keep It Alaska IE group on January 15, 2025. Respondents did not file a Response. Staff’s investigation report recommending the complaint be upheld in part and dismissed in part was issued May 5, 2026.

¹ Meeting ID: 226 535 332 612 23, Passcode: wZ9Uy9wz

- 4) **Hearing procedures.** The hearing will be conducted as provided in AS 15.13.380, 2 AAC 50.891, and the Alaska Administrative Procedure Act, AS 44.62.330 – 44.62.630. All testimony must be presented or submitted under oath. A party may call witnesses, cross-examine witnesses, present and rebut evidence. If the respondent does not testify, the respondent may be called and examined as if under cross-examination.
- 5) **Evidence and exhibits.** All relevant evidence may be admissible at the hearing. In passing upon the admissibility of evidence, the Commission may consider, but is not bound to follow, the rules of evidence governing general civil proceedings in the courts of the State of Alaska. The Commission may exclude inadmissible evidence and order repetitive evidence discontinued.
- 6) **Prehearing filings.** No later than May 22, 2026, a party:
 - a) may file a list of witnesses expected to testify at the hearing;
 - b) may file copies of exhibits to be presented at the hearing that are marked and identified (for example, Resp.'s Ex. A);
 - c) may file a prehearing memorandum;
 - d) may file prehearing motions, including motions to dismiss, for summary judgment, or to exclude evidence, and
 - e) shall serve all parties and the Complainant with filings submitted.
- 7) **Response to motions and requests for subpoenas.** No later than May 29, 2026, a party
 - a) may respond to a motion; and
 - b) may request the Commission to issue subpoenas to compel the attendance of witnesses, the production of documents, or other things related to the subject of the hearing, and is responsible for serving the subpoena and paying the appropriate witness fee.
- 8) **Extensions of time.** Requests to extend the deadlines in this order must be in writing, filed with the Commission, served on all parties and the Complainant, and supported by good cause.
- 9) **Burden of proof.** The Commission staff has the burden to prove any charges by a preponderance of the evidence.

10) Order of proceedings. Matters considered at a hearing will ordinarily be disposed of in substantially the following order:

- a) pending motions, if any;
- b) complainant may present argument under 2 AAC 50.891(d)
- c) presentation of cases as follows, unless otherwise ordered by the Commission:
 - i) The Commission Staff's direct case, including the investigative report, evidence, and testimony of witnesses;
 - ii) Respondent's direct case;
 - iii) Rebuttal by the Commission Staff; and
 - iv) Closing statements, if any, by Respondent and Commission Staff.

10) Decision and Order. The Commission will issue an order no later than 10 days after the close of the record.

Dated: May 15, 2026



Heather Hebdon, Executive Director
Alaska Public Offices Commission

CERTIFICATE OF SERVICE:	
I hereby certify that on this date, I caused a true and correct copy of the foregoing to be delivered to:	
David Long 1830 E Parks Highway A107 Wasilla, Alaska 99654 DBLong@gmail.com	<input checked="" type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Email
Joel Borgquist Keep it Alaska IE Group PO Box 772081 Eagle River, Alaska 99677 chair@keepitalaska.org	<input checked="" type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Email

Cari Rousselle

05/15/2026

Signature

Date

Rousselle, Cari J (DOA)

From: Microsoft Outlook
To: DBLong@gmail.com
Sent: Friday, May 15, 2026 1:12 PM
Subject: Relayed: Notice of Hearing and Procedural Order

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

[DBLong@gmail.com \(dblong@gmail.com\)](mailto:DBLong@gmail.com)

Subject: Notice of Hearing and Procedural Order



Notice of Hearing
and Procedur...

Rousselle, Cari J (DOA)

From: postmaster@NETORGFT16078516.onmicrosoft.com
To: chair@keepitalaska.org
Sent: Friday, May 15, 2026 1:12 PM
Subject: Delivered: Notice of Hearing and Procedural Order

Your message has been delivered to the following recipients:

chair@keepitalaska.org (chair@keepitalaska.org)

Subject: Notice of Hearing and Procedural Order

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Long
 1830 E Parks Hwy A 107
 Wasilla AK 99654



9590 9402 9692 5199 6812 65

2. Article Number (Transfer from service label)

9589 0710 5270 1126 7215

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

David Long

Agent

Addressee

B. Received by (Printed Name)

David Long

C. Date of Delivery

5/16/26

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Restricted Delivery | |



TO: APOC Commissioners
DATE: May 5, 2026
FROM: Kim Stone, Campaign Disclosure Coordinator
SUBJECT: Staff Report, Complaint 25-04-CD, *David Long v. Joel Borgquist / Keep it Alaska IE Group*

SUMMARY OF COMPLAINT AND RESPONSE

Complainant David Long alleges campaign disclosure violations against respondents Joel Borgquist and Keep It Alaska independent expenditure (IE) group (collectively, KIA)¹ additional to those raised in his earlier complaint *Long v. Borgquist, KIA, 25-03-CD*.²

Respondents Joel Borgquist and Keep It Alaska IE group did not file an Answer to the Complaint but did respond to APOC's requests for information.

SUMMARY OF APOC FINDINGS

APOC staff did not investigate the factual accuracy of several allegations, as the actions described do not violate campaign disclosure law.

¹ [Complaint](https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=26522), <https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=26522>. Allegations covered in this Staff Report are described in the Law and Analysis section.

² [Complaint Long v. Borgquist, KIA 25-03-CD](https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=26521), <https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=26521>. The Commission found in 25-03-CD that KIA (1) failed to disclose its support for candidate Dave Bronson in its name and paid-for-by disclaimers, in violation of AS 15.13.050 and 15.13.090; and (2) failed to file complete independent expenditure and contribution reports relating to its June 10, 2024 expenditure to i360 for \$729.90, its \$3,000 contribution to the independent expenditure group Alaska Voter Coalition, its receipt of \$5,038 in contributions from April 27, 2024, and a \$500 contribution from May 3, 2024. [Order Resolving Complaint in Part and Remanding One Issue to Staff](https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27250), <https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27250>.

APOC staff finds Long’s allegation that KIA did not disclose individual contribution amounts of true sources substantiated but recommends the Commission impose no penalty for the deficiency.

APOC staff finds a preponderance of evidence supports that Borgquist individually and KIA collectively violated several aspects of campaign disclosure law, as alleged by Long and as additionally determined by APOC staff during its investigation, as follows: (1) failure to report the aggregate contribution of greater than \$2,000 of in-kind services (Borgquist) and the receipt of the greater than \$2,000 aggregate contribution (KIA) within 24 hours; (2) failure to file a complete 105-day report; (3) failure to sufficiently disclose expenditures to advertising agencies or businesses that provide campaign consulting or management services; and (4) failure to accurately identify the true sources of its contributions.

BACKGROUND FACTS

As a preliminary note, Complainant Long brought previous complaint 25-03-CD against KIA, which was heard by the Commission at its September 10, 2025, meeting. This Staff Report addresses only allegations not reviewed in the earlier matter, and it incorporates by reference the facts described³ as well as the Commission’s findings and orders in the earlier complaint.⁴

On April 1, 2024, Joel Borgquist registered Keep It Alaska (KIA) as an IE group, identifying its purpose as “supporting/opposing state and local candidates, causes, and ballot measures” and its campaign plans as the Anchorage Municipal, State General, and State Primary. Borgquist named himself as chair.

Borgquist is also the manager and registered agent of Red Dirt Campaigns, LLC. According to its website, Red Dirt Campaigns “run(s) campaigns for candidates” and

³ [APOC Staff Report 25-03-CD](https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27089), <https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27089>.

⁴ [Order Resolving Complaint in Part and Remanding One Issue to Staff 25-03-CD](https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27250), <https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27250>; [Final Order on Remand 25-03-CD](https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27399), <https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27399>.

provides campaign planning and management, messaging, and digital ads.⁵ Borgquist initially listed joel@reddirtcampaigns.com as an additional email for the KIA group email but later replaced it with chair@keepitalaska.org.

KIA’s treasurer is Tom Datwyler of Dublin, Ohio and originally KIA’s group address was Datwyler’s Ohio address. Datwyler appears to be the same individual as Thomas Datwyler of Hudson, Wisconsin, treasurer and custodian of records for Keep It Alaska Federal PAC, formed on February 29, 2024.⁶

Throughout 2024, KIA reported the source of most or all of its contributions as received from individual true sources through intermediary Keep It Alaska Federal PAC.⁷ Borgquist, individually through his limited liability company, Red Dirt Campaigns, contributed in-kind services to KIA and also acted as a paid campaign vendor to KIA.⁸

In the current matter, Long asserts allegations additional to those of his earlier complaint against the respondents, as described below.

LAW AND ANALYSIS

Complainant Long asserts many allegations against Joel Borgquist and KIA. Some facts Long highlights are true but are not, by themselves, violations of APOC laws or regulations, including that:

- KIA and KIA federal PAC share the same banks
- KIA and KIA federal PAC plan and coordinate various campaign activities⁹

⁵ [Red Dirt Campaigns](https://reddirtcampaigns.com/), most recently accessed July 16, 2025, <https://reddirtcampaigns.com/>.

⁶ Exhibit 1, Federal Election Commission Statement of Organization, Keep It Alaska Federal PAC FEC, see also [Form 1 for KEEP IT ALASKA](https://docquery.fec.gov/cgi-bin/forms/C00871525/1760904/), <https://docquery.fec.gov/cgi-bin/forms/C00871525/1760904/>.

⁷ See, e.g. [KIA 24-hour true source report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=43381&ViewType=CD) filed April 30, 2024, <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=43381&ViewType=CD>.

⁸ See, e.g. [7-day report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=43396&ViewType=CD), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=43396&ViewType=CD>.

⁹ The complaint also alleges violations of contribution restrictions set forth in AS 15.13.070(c)(2), which limits “group to group” contributions to \$1,000 per year. As a result of the Supreme Court decision in *Citizens United v. FEC*, 558 U.S. 310 (2010) the Commission has concluded that contribution restrictions as applied to independent expenditure-only groups are likely unconstitutional, and APOC has not enforced contribution limits for those groups. See [AO 12-09-CD](https://www.aklegis.gov/legislation/legislation-detail/12-09-CD) *Alaska Deserves Better*, approved June 6, 2012.

- KIA received contributions through an intermediary
- KIA Chair Borgquist made “in kind” contributions to KIA
- Amounts paid to campaign vendor subcontractors were not disclosed¹⁰
- KIA did not report Facebook posts supporting Nick Begich for U.S. House of Representatives.¹¹

APOC staff acknowledges these allegations but does not address them further because even if true, they would not constitute a violation of Alaska’s campaign disclosure law.

Long also asserts KIA violated AS 15.13.110(k) and 2 AAC 50.270(d)(2) for failing to disclose individual amounts contributed by true sources. The Commission addressed this issue in its Final Order on Remand in the earlier *Long v. Borgquist, Keep It Alaska* matter, finding (1) the statute and regulation, read together, *do* require identification of individual amounts contributed by true sources; (2) KIA failed to provide this information for several of its true sources, but (3) a penalty for the failure should not be imposed because at the time KIA filed the deficient report, a technical issue with the APOC filing system allowed KIA to file the report without the information.¹² Accordingly, APOC staff recommends no penalty in this matter for the identical violation.¹³

APOC staff next addresses violations alleged by Long in this complaint, as follows.

1. Borquist’s failure to file a statement of contribution and KIA’s failure to report receipt of the contribution within 24 hours after Red Dirt Campaigns’ in-kind contributions surpassed \$2,000

¹⁰ The Commission recently found that campaign disclosure law does not require “the breakdown of amounts paid to an advertising agency’s or consulting firm’s subcontractors or ad placements.” *See, e.g. Alexander v. Costello*, APOC Case No. 25-14-CD, p. 2 (January 22, 2026), <https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27391>.

¹¹ Alaska campaign disclosure law at AS 15.13 does not regulate federal elections.

¹² *See Final Order on Remand 25-03-CD*, <https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27399>.

¹³ *Id.*

On May 7, 2024, KIA filed a 7-day report listing in-kind contributions totaling \$2,700 from Borgquist’s Red Dirt Campaigns LLC: \$1,500 contributed and received on April 18, 2024 and \$1,200 on April 26, 2024.¹⁴

Under Alaska campaign disclosure law, a group making an independent expenditure must fully report all expenditures made and contributions received on campaign disclosure reports and separately file independent expenditure reports.¹⁵ In its independent expenditure report, the group must identify the candidate supported or opposed by each expenditure, disclose each contribution, including the name, date, and amount, and file it no later than 10 days after making the expenditure.¹⁶ Where contributions from a person exceed \$2,000 in a single year to a group that makes independent expenditures in candidate elections, the group must also disclose receipt of the contribution and identify its true sources within 24 hours.¹⁷

Campaign disclosure law also requires every individual¹⁸ or person¹⁹ that contributes more than \$2,000 in the aggregate in a calendar year to an entity that is making independent expenditures in a candidate election to “report making the contribution or contributions” within 24 hours.²⁰

On April 26, 2024, contributions from Joel Borgquist/Red Dirt Campaigns to KIA surpassed \$2,000 when Borgquist/Red Dirt contributed an additional \$1,200, after having made an earlier contribution of \$1,500 on April 18, 2024. At this point the law required Borgquist/Red Dirt Campaigns to report the \$2,700 total contribution within 24 hours. **Borgquist’s failure to report this contribution on a statement of contributions by April 27, 2024 is a violation of AS 15.13.040(r).** KIA’s receipt of \$2,000 or more in

¹⁴ [7-day report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=43396&ViewType=CD), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=43396&ViewType=CD>.

¹⁵ AS 15.13.040(b), (d), (e); 2 AAC 50.321(b)(2), (a)(5)-(6).

¹⁶ AS 15.13.040(d) and (e); AS 15.13.110(h).

¹⁷ AS 15.13.110(k).

¹⁸ Under Alaska campaign disclosure law at 15.13.400(12), “‘individual’ means a natural person.”

¹⁹ Alaska campaign disclosure law at 15.13.400(16) defines “person” to include the meaning given in AS 01.10.060, which in turn at subsection (8) defines “person” to include “a corporation, company, partnership, firm, association, organization, business trust, or society, as well as a natural person.”

²⁰ AS 15.13.040(r).

contributions from Borgquist/Red Dirt Campaigns on April 26, 2024 similarly triggered its requirement under the law to report receipt of the contribution within 24 hours, and **KIA’s failure to file a 24-hour report by April 27, 2024 is a violation of AS 15.13.110(k).**²¹

2. Failure to file complete 105-day report

Pursuant to AS 15.13.040(b), each group “shall make a full report” of all contributions made to it, all contributions made by it, and all expenditures made, incurred, or authorized by it. An expenditure includes “a purchase or a transfer of money or anything of value, or promise or agreement to purchase or transfer money or anything of value, incurred or made for the purpose of . . . influencing the nomination or election of a candidate.”²² For each campaign cycle, standard group reports include a year-start report, 30-day and 7-day reports for the primary and general elections, a 105-day for a municipal election, and where applicable, a February 15 report.²³

The Anchorage Municipal Runoff occurred May 14, 2024, making the corresponding 105-day report, covering campaign activity from May 5, 2024 through August 12, 2024, due by August 27, 2024. KIA’s 105-report,²⁴ however, listed no activity despite KIA having received and made several contributions and expenditures during this time period. KIA subsequently reported many of them, but not until it filed its year-end report on February 15, 2025.²⁵ **KIA’s failure to report all contributions and expenditures on its 105-day report is a violation of Alaska Statute 15.13.040(b).**

3. Failure to disclose sufficient details of expenditures to advertising firms and businesses providing campaign management or consulting services

Alaska law requires that for each paid expenditure, a group must report its date and amount as well as the check number or identifying transaction number, the name and address of the payee, and the purpose of the expenditure.²⁶ Where a candidate or group

²¹ AS 15.13.110(k).

²² AS 15.13.400(7)(A)(i).

²³ AS 15.13.110(a).

²⁴ [105-day report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=44384&ViewType=CD), https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=44384&ViewType=CD.

²⁵ [Year end report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD), https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD.

²⁶ 15.30.040(a)(1)(A); 2 AAC 50.321(a)(5).

makes an expenditure to an advertising agency or a business that provides campaign consultation or management services under 2 AAC 50.321(d), “the report must disclose in detail all services rendered, including the name of each business from which campaign goods or services were purchased or subcontracted or media advertising placed.”²⁷

Complainant Long alleges KIA provided insufficient detail of its expenditures to the businesses Texting for Less, A\T Publishing and Printing, Denali Strategies, Red Dirt Campaigns, and MobiBiz Marketing.

A\T Publishing and Printing describes itself as “an Alaska owned printing company” and offers printing and printing related services.²⁸ Its 2025 State of Alaska biennial report lists the business’s purpose as “printing.”²⁹ KIA made expenditures to A\T Publishing totaling \$3,500 for:

- “Digital Ad Provider Services” (April 26, 2024), \$2,000
- “Digital Ad Provider Services” (May 1, 2024), \$1,015³⁰

APOC staff previously has found expenditures to A\T Publishing to be outside the realm of 2 AAC 50.321(d) when the company provides basic printing services.³¹ However, in this matter, KIA’s \$3,015 in expenditures to A\T for “Digital Ad Provider Services” appear to go beyond the services typical of a printing company and appear closer to those of an advertising agency. APOC staff declines at this point to recommend the Commission find KIA violated 2 AAC 50.321(d) but does recommend that the Commission order KIA to amend its descriptions of A\T purchases to provide sufficient information for the general public to determine what services the company provided.

²⁷ 2 AAC 50.321(d).

²⁸ [AT Publishing & Printing](https://www.atpublishing.com/), <https://www.atpublishing.com/>, accessed February 2, 2026.

²⁹ [Division of Corporations, Business and Professional Licensing](https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/10099D),

<https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/10099D>.

³⁰ [Year-end report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD>.

³¹ See, e.g. [Alexander v. Costello](#), APOC Case No. 25-14-CD, p. 2 (January 22, 2026),

<https://aws.state.ak.us/ApocReports/Paper/Download.aspx?ID=27391> (agreeing with APOC staff’s analysis that A\T Publishing was not an advertising agency or campaign consultation or management firm).

Texting for Less, based upon review of its website,³² offers basic third-party text messaging services, similar to the direct mail services a business might provide for print messaging. KIA made a \$2,250 expenditure to Texting for Less for:

- Texting provider services (April 18, 2024), \$2,250³³

APOC staff finds Texting for Less is not an advertising agency or consulting business. The company did not subcontract to other vendors or place media advertising with other outlets; rather, it performed the limited service of broadcasting finished messaging in the same way that a billboard company would be paid to display a candidate’s billboard. KIA’s expenditures to Texting for Less therefore fell outside the realm of 2 AAC 50.321(d)’s more detailed reporting requirements, and KIA’s description of the services provided met the requirements of 2 AAC 50.321(a)(5)(D) which requires only the minimal description of “purpose” of the expenditure.

Denali Strategies LLC has been licensed in the State of Alaska since 2022, listing Kelly Tshibaka as majority owner member and agent and with consulting as its purpose in its Articles of Organization and most recent Biennial Report.³⁴ Denali Strategies’ website, under its “consulting” tab, includes strategic consulting, media brokerage, strategy, and marketing services.³⁵ From information produced in response to APOC staff’s request for information, it appears Denali Strategies provided a type of third-party fundraising or fundraising referral service under which Denali Strategies received 17% “of any donation/contribution” its clients made to Red Dirt Campaigns, which is owned by KIA chairperson Joel Borgquist.³⁶ KIA reported expenditures to Denali Strategies totaling \$2,656.25 for:

- “fundraising” (April 26, 2024), \$1,787.89
- “fundraising” (May 7, 2024), \$868.36³⁷

³² [Texting For Less](https://textingforless.com/), <https://textingforless.com/>.

³³ [Year-end report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD>.

³⁴ <https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/10214068> ,
<https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/10214068>.

³⁵ [Consulting — Denali | Denali](https://www.denalistrategy.com/consulting), <https://www.denalistrategy.com/consulting>, accessed January 29, 2026.

³⁶ Exhibit 2, fundraising agreement between Denali Strategies and Red Dirt Campaigns.

³⁷ [Year-end report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD>.

Red Dirt Campaigns, LLC, whose registered agent and 80% owner is Respondent Joel Borgquist, lists “political consulting” as its purposes in its 2025 Biennial Report with the State of Alaska.³⁸ Its website describes its services as running campaigns “tailored to the needs of each contest” and that it “provides comprehensive political campaign services designed to help candidates win.”³⁹ KIA made expenditures to Red Dirt Campaigns totaling \$4,768.74 for:

- “texting ad services” (April 18, 2024), \$1,500 (in kind)
- “data analysis” (April 26, 2024), \$1,200 (in kind)
- “opposition research” (April 26, 2024), \$800.00
- “video marketing services” (April 26, 2024), \$400
- “video marketing services” (April 30, 2024), \$400
- “fundraising” (May 7, 2024), \$468.74⁴⁰

MobiBiz Marketing LLC does not appear to have an internet presence beyond a Facebook page, which describes the company as a “marketing agency.”⁴¹ Although MobiBiz Marketing has no current Alaska business license, its previous licenses describe it as an advertising agency and business that provides “marketing consulting services” and “other management consulting services.” KIA listed seven separate expenditures to MobiBiz Marketing totaling \$4,500, individually described as

- “B-roll video from Anchorage” (April 26, 2024), \$500
- “video post-production” (April 26, 2024), \$500
- “Facebook promotions” (April 26, 2024), \$500
- “Facebook Ad Spend” (April 26, 2024), \$1,250
- “Facebook promotions” (April 30, 2024), \$500
- “video post production” (April 30, 2024), \$500
- “Facebook promotions” (May 1, 2024), \$500
- “Facebook ad spend” (May 8, 2024), \$250⁴²

³⁸ [Red Dirt Campaigns, LLC Biennial Report](https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/10255101) State of Alaska business license search, Biennial Report, <https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/10255101>, accessed February 2, 2026.

³⁹ [Home Page - Red Dirt Campaigns](#)

⁴⁰ [Year-end report](#), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD>.

⁴¹ <https://www.facebook.com/MobiBizMarketing>, last accessed November 7, 2025. A

MobibizMarketing.com site, referenced on the Facebook page, does not appear related to the business.

<https://mobibizmarketing.com/>.

⁴² [Year-end report](#), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD>.

Based upon the companies’ self-descriptions, APOC staff finds **Denali Strategies, Red Dirt Campaigns, and MobiBiz Marketing** to be advertising agencies or businesses providing campaign consultation services under 2 AA 50.321(d). KIA’s descriptions of expenditures to these campaign vendors, while disclosing the amount of the expenditures, did not provide sufficient detail; their business purposes combined with the services they provided KIA required KIA to describe “in detail all services rendered,” including the names of any businesses from whom it purchased campaign goods or subcontracted services or placed media advertising.⁴³ **KIA’s failure to provide these details rendered its 7-day and 105-day reports incomplete.**⁴⁴

4. Failure to provide correct information concerning the source of KIA’s funding

In the weeks prior to the May 14, 2024 Anchorage Municipal Runoff election, KIA listed \$2,656.25 in expenditures to Denali Strategies described as “fundraising.”

In response to APOC staff’s request for information, KIA produced an Affiliate Agreement contract between Red Dirt Campaigns LLC and Denali Strategies. The contract executed on March 25, 2024 describes that Red Dirt Campaigns (“LLC”) “receives contributions for the purpose of financing independent expenditure committees, campaigns, and political activity.”⁴⁵ Under the terms of the agreement, Denali Strategies would refer clients to Red Dirt Campaigns, who would pay “a fee of 17% of any donation/contribution” made by a Denali Strategies client.⁴⁶

⁴³ The determination of whether KIA provided insufficient details of MobiBiz Marketing services is a close call. However, KIA’s violation or lack of violation pertaining to this business will not affect KIA’s assessed penalty, as KIA’s 7-day and 105-day reports violate campaign disclosure laws based upon expenditures to Denali Strategies and Red Dirt Campaigns. As additional violations within a report do not compound the penalty amounts, the finding regarding MobiBiz will not alter to the penalty assessment.

⁴⁴ AS 15.13.040(b) and (c); AS 15.13.110(a)(2) and (3). Expenditures up to and including May 1, 2024 appear on KIA’s 7-day report.⁴⁴ Expenditures after May 7 or May 8 should have appeared on KIA’s 105-day report⁴⁴ but were not reported until February 2025, on KIA’s year-end report filed February 18, 2025.

⁴⁵ Exh. 2 at p. 1

⁴⁶ Exh. 2 at p. 1 (“(f)or each valid . . . contribution made as a result of a Client Referral by Provider, the Provider shall be entitled to a fee of 17% of the contribution . . .”).

KIA, however, produced no contract, receipts, or documentation reflecting the group itself had any contract or agreement with Denali Strategies. It nonetheless paid Denali Strategies a total of \$2,656.25 in April and early May, leading up to the May 14, 2024 election, for “fundraising.”⁴⁷ \$2,656.25 is 17% of \$15,625.

KIA did not report any services beyond “fundraising” performed by Denali Strategies.

While the sums KIA paid Denali Strategies for “fundraising” in April and May 2024 reflect an amount generally consistent with 17% of the total monetary contributions KIA received during April and May 2024,⁴⁸ KIA did not disclose Red Dirt Campaigns, or Denali Strategies, as playing any role, either as a true source or intermediary, in any of its reported contributions. KIA instead reports “KIA Federal PAC” as the intermediary contributor for all of its monetary contributions during this time.

However, reports filed with the Federal Election Commission (FEC) reflect that KIA federal PAC has never disbursed funds to KIA.⁴⁹ Additionally, during the course of its investigation, staff found that KIA federal PAC ultimately disclosed it had returned nearly all of its contributions to its individual contributors on December 31, 2025.⁵⁰ And KIA federal PAC never filed with APOC a statement of contribution disclosing any contributions to KIA, as required under Alaska campaign disclosure law.⁵¹

Whether KIA’s contributions came from or through Denali Strategies, Red Dirt Campaigns, or a different source altogether, APOC staff finds by a preponderance of evidence that KIA federal PAC was not the contributor or intermediary contributor of KIA’s funds leading up to the May 14, 2024 Anchorage Municipal Runoff election or the

⁴⁷ On its 7-day report, KIA listed expenditures to Denali Strategies for “fundraising” on April 26, 2024 (\$1,787.89) and on May 7, 2024 (\$868.36).

⁴⁸ [Year end report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=46898&ViewType=CD>.

⁴⁹ Exhibit 3, FEC record of 2024 Keep It Alaska PAC receipts and disbursements, *see also* [KEEP IT ALASKA - committee overview | FEC](https://www.fec.gov/data/committee/C00871525/?cycle=2024), <https://www.fec.gov/data/committee/C00871525/?cycle=2024>, accessed February 2, 2026.

⁵⁰ Exhibit 4, FEC refund of contribution records, KIA PAC; *see also* [Browse Disbursements | FEC](https://www.fec.gov/data/disbursements/?committee_id=C00871525&two_year_transaction_period=2026&cycle=2026&line_number=F3X-28A&data_type=processed), https://www.fec.gov/data/disbursements/?committee_id=C00871525&two_year_transaction_period=2026&cycle=2026&line_number=F3X-28A&data_type=processed, accessed April 16, 2026.

⁵¹ AS 15.13.110(k).

November 5, 2024 State General election⁵² as reported by KIA. Staff recommends a finding that **KIA failed to accurately disclose the source of its funding, in violation of Alaska Statute 15.13.040.**

CONCLUSION

APOC staff finds by a preponderance of the evidence Respondents Borgquist and KIA violated Alaska campaign disclosure law by (1) failing to report within 24 hours of making a contribution of more than \$2,000 (Borgquist) and its receipt of more than \$2,000 in contributions (KIA); (2) failing to file a complete 105-day report; (3) failing to file a complete 7-day report and 105-day report; and (4) failing to correctly report the source of contributions.

MAXIMUM CIVIL PENALTIES

The maximum civil penalty for reporting violations, other than a 7-day report, is \$50 per day for each day the violation continues.⁵³ The maximum civil penalty for failing to timely file complete and accurate 7-day reports is \$500 per day for each day the violation continues through the date of the election and \$50 per day thereafter.⁵⁴ A contributor who delays in reporting a contribution required by AS 15.13.040(r) is subject to a penalty of not more than \$1,000 per day for each day the delinquency continues.⁵⁵

For Borgquist's unfiled 24-hour statement of contribution report and KIA's unfiled 24-hour report of contributions, penalties accrue from the day after the date of the contribution.

For incomplete, late, or unfiled reports under AS 15.13.110, penalties accrue from the date after the report was due.

⁵² KIA also reported receiving \$3,000 in contributions from KIA Federal PAC on December 12, 2024 to support candidates in the November 5, 2024 State General election. [24-hour report](https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=45953&ViewType=CD), <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=45953&ViewType=CD>.

⁵³ AS 15.13.390(a)(1).

⁵⁴ AS 15.13.390(a)(1); 2 AAC 50.855(b)(5).

⁵⁵ AS 15.13.390(a)(3).

KIA’s failure to accurately disclose the source of its funding resulted in contributions that were effectively anonymous and thus prohibited.⁵⁶ Penalty accrual therefore begins at KIA’s receipt of its first reported contribution on April 4, 2024.

Tolling the running of the penalties as of the day the complaint was filed (January 15, 2025) results in a maximum civil penalty of \$313,250.

Report	Dates of Violation	Total Days	Max Penalty	After 2 AAC 50.855 reductions
(1) Failure to file: 24-hour report 15.13.040(r) contribution given - <i>Borgquist</i>	4/27/24-1/15/25	263 (\$1,000) ⁵⁷	\$263,000	\$0
	4/27/24-1/15/25	263 (\$50)	\$13,150	\$6,575
24-hour report 15.13.110(k) Contribution received - <i>KIA</i> (May 14, 2024 election)				
(2) Incomplete: 105-day report (May 14, 2024 election)	8/27/24-1/15/25	141 (\$50)	\$7,050	\$3,525
(3) Incomplete: [.321(d)] 7-day report (Pre-MOA election \$500/day)	5/7/24-5/14/24	7	\$3,500	\$1,750
	(Post-MOA election \$50/day) 5/15/24-1/15/25	245	\$12,250	\$6,125
(4) Failure to provide accurate contributor information: (May 14, 2024 election)	4/4/24- 1/15/25	286 (\$50)	\$14,300	\$7,150
		TOTAL	\$313,250	\$25,125

⁵⁶ AS 15.13.074, AS 15.13.114.

⁵⁷ 15.13.390(a)(2).

ASSESSMENT AND PENALTY MITIGATION RECOMMENDATION

When staff assesses penalties, the starting point for calculating those penalties is AS 15.13.390, which outlines applicable penalties for violations of Alaska’s campaign disclosure laws, and 2 AAC 50.855, which outlines the penalty assessment procedure and available reductions.

Respondent Borgquist as an individual was a first-time filer under 2 AAC 50.855(b)(2)(a)(i) and APOC staff assesses no penalty for his late filing of statement of contributions (provided Borgquist files the missing statement of contributions report within 30 days of the Commission’s decision in this matter). The rest of the reporting violations may be assessed at 50% of the maximum under 2 AAC 50.855(b)(2)(C)(i) considering this was KIA’s first election cycle. This results in a staff assessment of \$25,125.

After the reduced assessment, staff looks to 2 AAC 50.865 to recommend to the Commission potential mitigation criteria that may apply for further reductions of the assessed penalty. A civil penalty may be reduced by up to 50% if the person is an inexperienced filer who has been subject to reporting for less than one year.⁵⁸ An inexperienced filer is “a person required to file reports under [2 AAC 50] if that person has been subject to a registration or reporting requirement for less than 365 days, or a person engaged in the person's first election cycle.”⁵⁹ 2024 was KIA’s first time participating in Alaska elections and at that time the group had been subject to reporting requirements for less than one year. As such, KIA qualifies as an inexperienced filer.

A penalty reduction of more than 50% and up to a complete waiver is appropriate when the penalty is significantly greater or out of proportion to the degree of harm suffered by the public for not having the information.⁶⁰ A civil penalty is considered significantly out of proportion if it exceeds the value of the transactions that were reported late or, in the

⁵⁸ 2 AAC 50.865(a)(1)(B).

⁵⁹ *Id.*

⁶⁰ 2 AAC 50.865(b)(5).

case of a 7-day report, exceeds twice the value of the transactions that were reported late.⁶¹ Under this definition, only the \$3,525 penalty for a the incomplete 105-day report outweighed the value of the \$2,671.80 in transactions reported late.⁶²

Unique circumstances may also justify reducing or waiving the penalty.⁶³ Here, the \$25,125 penalty exceeds KIA’s total reported income for the year of \$21,303.96, including \$2,700 of non-monetary contributions. Additionally, Respondents KIA and Borgquist, in the preceding complaint 25-03-CD *Long v. KIA, Borgquist*, were assessed \$4,225 in penalties for many reporting errors of similar nature, and APOC staff notes Borgquist has been paying the assessed penalties consistently on an installment plan and KIA has substantially resolved the reporting errors cited in the earlier matter.

But these mitigating factors must be viewed within the context of campaign disclosure goals, which are to ensure open and transparent campaigns, to allow the public to make informed choices when voting, and to ensure campaigns are accountable. In failing to inform the public of even basic information concerning the source, timing, or individual amounts of its contributions, KIA’s reporting provided the public with *none* of the information needed to effectuate these goals and seriously undermined the intent of campaign disclosure law.

Balancing the above, APOC staff believes \$25,125 in additional penalty against KIA is extreme, where it is already paying the earlier \$4,225 penalty and where its total monetary income for 2024 was less than \$20,000, but that the penalty still must reflect the very serious nature of the violations. APOC staff therefore recommends a 75% reduction in penalty to \$6,281.25.

I hereby certify that on this date, I caused a true and correct copy of the foregoing to be delivered as indicated to the following:
--

⁶¹ 2 AAC 50.865(b)(5).

⁶² The \$2,671.80 is derived from the \$1,631.32 of expenditures noted on May 8, 2024 [IndependentExpenditures](#) report added to the \$1,040.48 listed on [24-hour true source report](#) filed May 8, 2024.

⁶³ 2 AAC 50.865(c).

David Long 1830 E Parks Highway A107 Wasilla, Alaska 99654 DBLong@gmail.com	<input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> Certified Mail
Joel Borgquist Keep it Alaska IE Group PO Box 772081 Eagle River, Alaska 99677 chair@keepitalaska.org	<input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> Certified Mail

Cari Rousselle

05/05/2026

Signature

Date

FEC FORM 1

STATEMENT OF ORGANIZATION

FILING FEC-1760904

1. KEEP IT ALASKA

502 6TH STREET
HUDSON, WI 54016
Email: COMPLIANCE@AXCAPTEAM.COM;TCDATWYLER@GMAIL.COM

2. Date: 02/29/2024

3. FEC Committee ID #: C00871525

This committee is an independent expenditure-only political committee (Super PAC).

Affiliated Committees/Organizations

NONE

, _____

Custodian of Records:

THOMAS DATWYLER
502 6TH STREET
HUDSON, WI 54016
Title: CUSTODIAN OF RECORDS
Phone # (202) 866-8229

Treasurer:

THOMAS DATWYLER
502 6TH STREET
HUDSON, Wisconsin 54016
Title: TREASURER
Phone # (202) 866-8229

Designated Agent(s):

Banks or Depositories

CHAIN BRIDGE BANK
1445A LAUGHLIN AVE
MCLEAN, Virginia 22101

Signed: THOMAS DATWYLER

Date Signed: 02/29/2024

(End FEC FORM 1)

Generated Fri Apr 17 18:31:24 2026



AFFILIATE AGREEMENT

This Affiliate Agreement ("Agreement") is entered by and between Denali Strategies LLC ("Provider") and Red Dirt Campaigns ("LLC") (together, the "Parties," and each, a "party").

RECITALS

Provider is a consulting firm based in Anchorage, AK that provides referral services to clients, including fundraising referrals.

LLC receives contributions for the purpose of financing independent expenditure committees, campaigns, and political activity.

The Parties desire to enter into a referral arrangement whereby Provider will receive from LLC a certain fee based on a percentage of revenue generated from referrals made by Provider who donate to LLC's committees, campaigns, and political activities.

NOW, therefore, in consideration of the mutual covenants and premises contained herein, the parties agree to enter into this Agreement and to be bound by the following terms and conditions.

1. Referral Terms

- a. The Provider may seek clients to refer to LLC and will put LLC in contact with interested clients.
- b. LLC will be responsible for securing clients' contracts and contributions. Only contracts and contributions received by LLC will be eligible for a Referral Fee.

2. Referral Fee

- a. Referral Fee. For each valid contract or contribution made as a result of a Client Referral by Provider, the Provider shall be entitled to a fee of 17% of the contribution or the contract's agreement as agreed upon between the LLC and the Provider.
- b. The Provider shall be entitled to a fee of 17% of any donation/contribution a Client makes to an LLC committee, campaign, or political activity within two (2) calendar years of the first donation, or as a result of a new referral Provider made of Donor/Client to a LLC campaign or fundraising activity.
- c. The Provider agrees that no Referral Fee will be distributed to the Provider unless and until such time as payment has been received from the Donor/Client, unless otherwise specified herein or by specific written addendum to this Agreement.

- d. Referral Fees shall be remitted to the Provider within two (2) weeks following any month Provider generates revenue from a Donor/Client during the Term of Agreement, or on such other payment remittance schedule otherwise agreed by the parties. The Referral Fee will be remitted to Provider by check to:
- Denali Strategies
1120 Huffman Rd Ste. 24-835
Anchorage, AK 99515
- e. The Referral Fee shall not include:
- i. any administrative fees or markups for the management of third-party vendors or expenses;
 - ii. late fees, interest, overages and taxes assessed to the Provider or LLC;
 - iii. costs of goods sold or reimbursement for printing, fuel, or supplies needed to gain Donors/Clients.

3. Term of Agreement; Termination

- a. This Agreement shall be effective from the date of execution until terminated by either party.
- b. Notwithstanding the provisions of Paragraph 3(a) herein, this Agreement shall be earlier terminated (i) by mutual agreement of the parties, (ii) at any time upon ten (10) days advance written notice to the other party, (iii) upon the breach of any material term of this Agreement that remains uncured for a period of fourteen (14) days after the receipt of written notice of said breach by the non-breaching party.
- c. A termination of this Agreement for any reason shall have no effect or bearing on any current Referral Term. Each Referral Term shall continue until the expiration of the Referral Term set forth in Paragraph 2(a).
4. Confidential Information. The parties acknowledge and agree that in the course of the performance of any services pursuant to this Agreement, that each may be given access to, or come into possession of, confidential information of the other party or other party's Clients, which information may contain trade secrets, proprietary data or other confidential material of that party or other party's Client ("Confidential Information"). "Confidential Information" means information owned and possessed by a party, which the parties acknowledge may constitute Trade Secrets, and which the party regularly uses in its business operations. Confidential Information may include, but is not limited to, any and all reports, information or data, whether oral, written, typed, printed, drawn, photographed, electronic, or recorded in any manner by which information or data can be stored or transmitted, including but not limited to reports, information or data relating to a party's clients, donors, products, services, methods, systems, processes, business, financial or marketing plans, personnel, price lists, customers, suppliers, materials, technologies, operations, strategies, prospects, design and manufacturing process, and any information designated as "Confidential" by a party or a party's Client. Additionally, the parties shall promptly advise one another of any confidentiality obligations or other restrictive covenants imposed by a Client or prospective Client of a party. The parties agree to abide by any relevant and known confidentiality obligations or restrictive covenants imposed by a Client of the other.

5. Non-Solicitation of Clients, Employees. The parties agree that neither shall, in any way, directly or indirectly, at any time during the term of this Agreement or within one (1) year after either a voluntary or involuntary termination thereof:

- a. contact, solicit, divert, or take away any clients of the other party who were served by either party during the term of the Agreement, or whose names or addresses were disclosed by the other through any means during the Agreement term; or
- b. attempt to cause any of the other party's clients to refrain from patronizing the other party or to limit the other party's scope or volume of business with its clients; or
- c. contact, solicit, divert or take away the other party's employees, vendors or consultants, whose names or identities were known to the party through any means during the Agreement term, or attempt to cause any of the other party's employees, vendors or consultants to refrain from working for or providing goods or services to, the other party; or assist any other person or persons in an attempt to do any of the foregoing.
- d. This clause does not prevent either party from issuing general solicitations or from hiring those personnel who respond to general advertisements or solicitations for employment that are not directed at the other party's personnel.

6. Intellectual Property.

- a. Each party shall maintain the exclusive right to use its trademarks, trade names, and business names (collectively "the Marks") during the term of this Agreement, and nothing in this Agreement shall be construed to grant a license or any ownership rights or interest in the Marks by one party to the other. Provider is hereby granted a limited license to use LLC's Marks as they are displayed upon items, handouts, graphics, or other materials provided directly by LLC to Provider.
- b. Neither party will display any deliverables, assets or work of the other or created for a referred Donor/Client in any public place (including, without limitation, in its portfolio, presentation or pitch materials or on its website) without the advance permission of the other and, where required, the referred Client.

7. Indemnification; Limitation of Liability; Insurance.

- a. *Indemnification.* Each party shall indemnify and hold harmless the other, their partners, shareholders, directors, officers, employees, and agents from and against any and all third party claims, demands, suits, actions, investigations, and proceedings, and related costs and expenses (including reasonable attorney's fees) for damages, loss, or injury resulting from the indemnifying party's negligence or intentional conduct. Each party agrees to provide the other with prompt

written notice within three (3) business days of receipt of any claim or other matter to which it believes this provision is applicable.

- b. *Limitation of Liability.* UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE TO LLC OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF PROVIDER'S GROSS NEGLIGENCE OR BREACH.

8. No Partnership.

- a. Nothing in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties, and neither party shall have the right, power, or authority to bind the other, except as otherwise agreed in writing by the parties.
- b. Each party shall maintain records and report its income and expenses for any work performed or services rendered pursuant to this Agreement individually.

9. General Provisions.

- a. *Entire Agreement.* This Agreement, together with any documents incorporated by reference herein, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement may not be modified, changed or amended, except in a writing executed by both parties.
- b. *Assignment and Delegation.* Neither party shall assign or delegate the performance of this Agreement, or any rights, duties, or obligations hereunder, to any other person and/or entity without prior express written approval of the other party.
- c. *Notices.* Any notice required or permitted to be given under this Agreement shall be in writing, by hand delivery, certified U.S. mail, facsimile, or e-mail to the representative and address stated below, and shall be deemed given upon receipt, or if by U.S. mail, three (3) business days following deposit in the U.S. mail. The parties may from time to time designate in writing other addresses expressly for the purpose of receipt of notice.

If to Provider:
1120 Huffman Rd. Ste 24-835
Anchorage, AK 99516
kelly@denalistrategies.com

If to LLC:
Red Dirt Campaigns
18730 Mills Bay Dr
Eagle River, AK 99577
joel@reddirtcampaigns.com

- d. *Severability.* If any provision of this Agreement is declared invalid or unenforceable, such provision may be modified to the extent necessary to render it valid and enforceable. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity any other provision hereof.
- e. *Governing Law; Dispute Resolution.* This Agreement shall be governed by the laws of the State of Alaska. All disputes arising under this Agreement shall be adjudicated in the Municipality of Anchorage, Alaska.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of March 19, 2024.

DENALI STRATEGIES

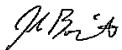


By: Kelly Tshibaka, CEO

RED DIRT CAMPAIGNS

Joel Borgquist

By: Joel Borgquist, President/CEO

Signature: 

Email: joel@reddirtcampaigns.com

STRATEGIC ALLIANCE AGREEMENT

Final Audit Report

2024-03-25

Created:	2024-03-23
By:	Kelly Tshibaka (ktshibaka@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAyTfvikzbeUfNOaj1DWUe8AIi2LjKW3D

"STRATEGIC ALLIANCE AGREEMENT" History

-  Document created by Kelly Tshibaka (ktshibaka@gmail.com)
2024-03-23 - 0:00:53 AM GMT
-  Document emailed to Joel Borgquist (joel@reddirtcampaigns.com) for signature
2024-03-23 - 0:00:57 AM GMT
-  Email viewed by Joel Borgquist (joel@reddirtcampaigns.com)
2024-03-25 - 6:47:24 PM GMT
-  Document e-signed by Joel Borgquist (joel@reddirtcampaigns.com)
Signature Date: 2024-03-25 - 6:56:23 PM GMT - Time Source: server
-  Agreement completed.
2024-03-25 - 6:56:23 PM GMT

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KEEP IT ALASKA

ACTIVE - QUARTERLY

SUPER PAC (INDEPENDENT EXPENDITURE-ONLY) - UNAUTHORIZED

ID: C00871525

REGISTRATION DATE: FEBRUARY 29, 2024

Financial summary

TWO-YEAR PERIOD

2023-2024

Total raised

[Browse receipts](/data/receipts/?committee_id=C00871525&two_year_transaction_period=2024)
 [/data/receipts/?committee_id=C00871525&two_year_transaction_period=2024]

Coverage dates: 01/01/2024 to 12/31/2024

TOTAL RECEIPTS	\$ 13,565.96
TOTAL CONTRIBUTIONS	\$ 13,565.96
Total individual contributions	\$ 13,565.96
<i>Itemized individual contributions</i>	<u>\$ 10,550.00</u>
<i>Unitemized individual contributions</i>	\$ 3,015.96
Party committee contributions	<u>\$ 0.00</u>
Other committee contributions	<u>\$ 0.00</u>
Presidential public funds	\$ 0.00
TRANSFERS FROM AFFILIATED COMMITTEES	<u>\$ 0.00</u>
ALL LOANS RECEIVED	<u>\$ 0.00</u>
LOAN REPAYMENTS RECEIVED	<u>\$ 0.00</u>
OFFSETS TO OPERATING EXPENDITURES	<u>\$ 0.00</u>
CANDIDATE REFUNDS	<u>\$ 0.00</u>
OTHER RECEIPTS	<u>\$ 0.00</u>
TOTAL TRANSFERS	\$ 0.00
Nonfederal transfers	\$ 0.00
Levin funds	\$ 0.00
TOTAL FEDERAL RECEIPTS	\$ 13,565.96

Newly filed summary data may not appear for up to 48 hours.

Total spent

[Browse disbursements](/data/disbursements/?committee_id=C00871525&two_year_transaction_period=2024)
 [/data/disbursements/?committee_id=C00871525&two_year_transaction_period=2024]

Coverage dates: 01/01/2024 to 12/31/2024

TOTAL DISBURSEMENTS	\$272.54
OPERATING EXPENDITURES	\$272.54
Allocated operating expenditures - federal share	\$0.00
Allocated operating expenditures - nonfederal share	\$0.00
Other federal operating expenditures	\$272.54
TRANSFERS TO AFFILIATED COMMITTEES	\$0.00
CONTRIBUTIONS TO OTHER COMMITTEES	\$0.00
INDEPENDENT EXPENDITURES	\$0.00
PARTY COORDINATED EXPENDITURES	\$0.00
LOANS MADE	\$0.00
LOAN REPAYMENTS MADE	\$0.00
TOTAL CONTRIBUTION REFUNDS	\$0.00
Individual refunds	\$0.00
Political party refunds	\$0.00
Other committee refunds	\$0.00
OTHER DISBURSEMENTS	\$0.00
TOTAL FEDERAL ELECTION ACTIVITY	\$0.00
Allocated federal election activity - federal share	\$0.00
Allocated federal election activity - Levin share	\$0.00

Federal election activity - federal only	\$0.00
TOTAL FEDERAL DISBURSEMENTS	\$272.54

Newly filed summary data may not appear for up to 48 hours.

Cash summary

Coverage dates: 01/01/2024 to
12/31/2024

BEGINNING CASH ON HAND	\$0.00
ENDING CASH ON HAND	\$13,293.42
DEBTS/LOANS OWED TO COMMITTEE	\$0.00
DEBTS/LOANS OWED BY COMMITTEE	\$0.00

Newly filed summary data may not appear for up to 48 hours.



[Home](#) [1] › [Campaign finance data](#) › [Browse data](#) › [Disbursements](#)

Disbursements

Viewing 22 filtered results for: [Clear all filters](#)

Data type: processed

KEEP IT ALASKA (C00871525)

2025-2026

PACs or Party committees - Line
28a: Refunds of contributions
made to individuals/persons
other than political committees

Spender	Recipient	State	Description	Disbursement date	Amount
<u>KEEP IT</u> <u>ALASKA</u>	YUNDT, TRENITIE		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
<u>KEEP IT</u> <u>ALASKA</u>	WALL, ROBERT		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
<u>KEEP IT</u> <u>ALASKA</u>	STINSON, LAWRENCE		REFUND OF CONTRIBUTIONS	12/31/2025	\$1,000.00
<u>KEEP IT</u> <u>ALASKA</u>	SIMPSON, BETH		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
<u>KEEP IT</u> <u>ALASKA</u>	SHUMWAY, DAVID		REFUND OF CONTRIBUTIONS	12/31/2025	\$1,000.00
<u>KEEP IT</u> <u>ALASKA</u>	SANDSTROM, JERRY		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00

Spender	Recipient	State	Description	Disbursement date	Amount
KEEP IT ALASKA	SAMUELS, RALPH		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
KEEP IT ALASKA	ROONEY, TIM		REFUND OF CONTRIBUTIONS	12/31/2025	\$250.00
KEEP IT ALASKA	ROBBINS, MIKE		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
KEEP IT ALASKA	POMEROY, VINCE		REFUND OF CONTRIBUTIONS	12/31/2025	\$300.00
KEEP IT ALASKA	PITVHER, ANTHONY		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
KEEP IT ALASKA	MYERS, SCOTT		REFUND OF CONTRIBUTIONS	12/31/2025	\$250.00
KEEP IT ALASKA	HULTQUIST, DAVID		REFUND OF CONTRIBUTIONS	12/31/2025	\$1,000.00
KEEP IT ALASKA	HIPPLER, ALLEN		REFUND OF CONTRIBUTIONS	12/31/2025	\$250.00
KEEP IT ALASKA	HALL, ROBERT		REFUND OF CONTRIBUTIONS	12/31/2025	\$2,000.00
KEEP IT ALASKA	EDWARDS, SUSAN		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
KEEP IT ALASKA	DUNHAM, THOMAS		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
KEEP IT ALASKA	DENNIS, MICHEAL		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00
KEEP IT ALASKA	BRADLEY, BERNADETTE		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00

Spender	Recipient	State	Description	Disbursement date	Amount
KEEP IT ALASKA	BOTSON, JOHN		REFUND OF CONTRIBUTIONS	12/31/2025	\$1,000.00
KEEP IT ALASKA	BLOMFIELD, ADAM		REFUND OF CONTRIBUTIONS	12/31/2025	\$250.00
KEEP IT ALASKA	BAKER, MICHAEL		REFUND OF CONTRIBUTIONS	12/31/2025	\$500.00

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