

MEMORANDUM OF UNDERSTANDING
Between *(Marijuana Retail Establishment)*
and **SPENARD COMMUNITY COUNCIL**
Effective Date: September 7, 2016

This Memorandum of Understanding (hereafter "Agreement") is hereby entered into by and between **Spenard Community Council**, and **Michael Dillard (BAM Greeneries Inc., dba House of Green)**, an applicant for a municipal license and special land use permit for a marijuana retail sales establishment to be located at 3105 Minnesota Dr.

WHEREAS, the Community Council has a vested interest in ensuring that they represent the best interests of the community council area; and

WHEREAS, *BAM Greeneries INC.* is seeking to open a legitimate business within the community council area; and

WHEREAS, the Community Council and *BAM Greeneries* have a long-term interest in fostering a mutually beneficial relationship to address communications and problem-solving; and

WHEREAS, this Agreement is intended to satisfy neighborhood responsibility planning requirements in municipal code;

Now, therefore, the parties agree as follows:

AGREEMENT BASICS

1. The point of contact for the Marijuana Store is **Mike Dillard**. Contact may be outside of store hours if necessary to address issues as they arise. Changes to the point of contact or contact information shall be promptly shared with the Community Council.
2. The point of contact for the Spenard Community Council is Jedediah Smith who can be contacted as follows: spenardcc@gmail.com or (907) 978-4318.
3. *BAM Greeneries* shall engage with the community council and the residents and property owners within 500 feet of the proposed business location, at regularly scheduled Community Council meetings on a quarterly basis.
4. When the Community Council's residents or businesses, the Community Council, or the Marijuana Store raise issues of concern, the Community Council and the Marijuana Store will take the following progressive steps:

- i. *Agree to discuss the issue at the next regularly scheduled community council meeting.*
- ii. *Agree to call a special community council meeting to discuss the issue.*
- iii. *Agree to call an executive board meeting of the community council to discuss the issue.*

The Marijuana Store is encouraged to attend regular Community Council meetings. The Community Council has identified the following particular considerations and expectations relating to the Marijuana Store's application and proposed business:

- **Adherence to all municipal and state laws and regulations pertaining to the operation of a cannabis business**
- **Responsible business design and practices**
- **Neighborhood communication**
- **Active community citizenship**
- **Effective dispute resolution**
- **Cooperation with law enforcement**

The Marijuana Store has identified the following particular concerns relating to locating within the Community Council:

- ***High police visits to the house immediately to the right of property – increase awareness of the issue and increased surveillance.***

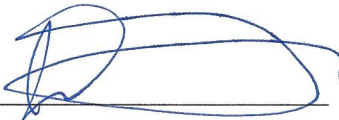
ASSEMBLY AUTHORITY

Each party recognizes and agrees that the authority to approve or a municipal license and special land use permit for a marijuana retail sales establishment rests exclusively with the Anchorage Municipal Assembly

This Agreement is mutually beneficial to the Community Council and *BAM Greeneries, aka House of Green*. The parties understand and acknowledge that they do not intend to create a formal partnership. Nothing in this agreement shall be construed or interpreted to create any fiduciary responsibility between them. Neither party shall have any authority, express or implied, to act for or to assume any obligation or responsibility on behalf of the other party. Neither party shall be responsible for the liabilities of the other. The parties understand that non-compliance with this Agreement carries no penalties, but instead shall be provided as information to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.

TERM OF AGREEMENT

The parties have executed this Agreement as of the effective date. The Agreement may be updated periodically with the concurrence of both parties, and shall remain in effect as long as *BAM Greeneries, INC.* is licensed to operate at the identified location. *Signatures to follow on next page.*

 9.7-16

(chair)
Spenard Community Council

 9-7-16

(Mike Dillard)