

Memorandum of Understanding
Between Captain Sparrow, Sirius (Shigenori) Fujimoto (owner)
and the Spenard Community Council
Effective Date: January 2, 2019

This Memorandum of Understanding (hereafter "Agreement") is hereby entered into by and between Spenard Community Council and Fuji Inc, dba as Captain Sparrow (hereafter "Operator"), an applicant for a municipal license and special land use permit for a Beverage Dispensary Liquor License to be located at 1100 Benson Boulevard.

WHEREAS, the Community Council has a vested interest in ensuring it represents the best interests of the community council area; and

WHEREAS, the Operator intends to operate a legitimate business within the community council area; and

WHEREAS, the Community Council and Operator 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 Captain Sparrow is Sirius (Shigenori) Fujimoto **email: fujimoto31@gmail.com** and **phone: 907-306-6241**. 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 Jay Stange, President, who can be contacted as follows: **email: spenardcc@gmail.com** or **phone: 917-601-3165**.
3. Operator shall engage with the community council and the residents and property owners within 500 feet of the proposed business location quarterly from the date of opening/renewal for the first year then annually beginning in year two.
4. Should the Community Council's residents or businesses, the Community Council or Operator raise issues of concern, the Community Council and Operator will take the following progressive steps:
 - i Agree to discuss the issue at the next regularly scheduled community council meeting.
 - ii Agree to call an executive board meeting of the community council to discuss the issue.

Community Council meetings occur on the first Wednesday of every month with the exceptions of July and August. The Community Council has identified the following particular considerations and expectations relating to Operator's application and proposed business:

- Adherence to all municipal and state laws and regulations pertaining to the operation of a licensed liquor dispensary.
- Responsible business designs and practices
- Neighborhood communication
- Active community citizenship
- Effective dispute resolution
- Cooperation with law enforcement
- 2-year review of the Special Land Use permit before the Assembly
- Operator agrees to not sell products in the following categories:
 1. Liquor products less than 375ml that sell for less than \$1.50. This includes shooter bottles and airplane minis.
 2. All single serving (24 oz & 42 oz only) cans and bottles of Malt Liquor with an ABV (alcohol by volume) content of 9.9% or more under \$4.00.
 3. Cheap wines or fortified wines less than \$6.00.
 4. No 6 packs of beer less than \$6.00.

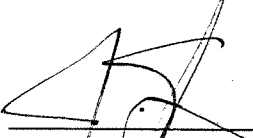
Assembly Authority

Each party recognizes and agrees that the authority to approve a municipal license and special land use permit for a Beverage Dispensary rests exclusively with the Anchorage Municipal Assembly.

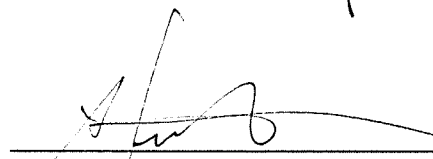
The agreement is mutually beneficial to the Community Council and Operator. The parties understand and acknowledge that they do not intend to create a formal partnership. Nothing in this agreement shall be construed or interpreted to create any fiduciary responsibility between them. Neither party shall 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.

Terms 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 ~~Anchorage Wine House~~ ^{Operator} is licensed to operate at the identified location.



 (President)
 Spenard Community Council



 (Operator)