

## Memorandum of Understanding

Between the MidTown Community Council and Turnagain Herb Company  
Effective Date June 14, 2017

This Memorandum of Understanding (“Agreement”) is hereby entered into between the MidTown Community Council (“MTCC”) within the Municipality of Anchorage and Turnagain Herb Company (“THCo”), an applicant for a municipal license and special land use permit for marijuana retail establishment to be located at 524 E 48<sup>th</sup> Ave, Anchorage AK 99503.

### I. RECITALS

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

**WHEREAS**, THCo is seeking to open a legitimate business within the Anchorage area; and

**WHEREAS**, MTCC and THCo share 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;

The parties agree as follows:

### II. AGREEMENT BASICS

1. The point of contact for THCo is Seth Molen, who can be contacted as follows: 907.306.0905 or [Molen.Seth@TurnagainHerbCo.com](mailto:Molen.Seth@TurnagainHerbCo.com). 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 MTCC.
2. The point of contact for MTCC is the President. That person's name and contact information is posted on the MTCC website maintained by the Federation of Community Councils. Contact may be outside of regular business hours. Changes to the point of contact or contact information shall be promptly shared with THCo.
3. The following individuals are authorized to speak for THCo at Community Council meetings: Seth Molen and Greg Hugunin. Changes in individuals authorized to speak for THCo shall be promptly shared with MTCC.
4. THCo shall engage with the residents, businesses and property owners within 500' of the proposed business location on a monthly basis and is encouraged to attend MidTown Community Council meetings at least quarterly. THCo will also email MTCC any business updates that may effect or change this agreement.
5. THCo hours of operation will be Monday through Saturday 9am – 10pm, Sunday 10am – 7pm in the summer. Monday through Saturday 10am – 7pm, Sunday 10am – 5pm in the winter.
6. When MTCC residents, businesses or THCo raise issue of concern, MTCC and THCo will take the following steps:
  - a) All parties involved will be notified via email and phone call.
  - b) The party that has been notified of a complaint will have ten days to respond to the complaint via email to the community council email directly.
  - c) Issue will be addressed at the following regularly scheduled MTCC meeting.

- d) If the issue cannot be resolved to the satisfaction of both parties the MTCC president will call a special Community Council meeting to discuss the issue, notifying residents and businesses who are members of MTCC via the MTCC email list. Both Assembly representatives and the Municipal Ombudsman will be invited.

**III. ASSEMBLY ACTION**

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

**IV. NO FORMAL PARTNERSHIP**

This Agreement is mutually beneficial to MTCC and THCo. 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, expressed 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 information provided to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.

**V. TERM OF AGREEMENT**

The parties have executed this Agreement as of the effective date. The Agreement may be updated from time to time with the concurrence of both parties and shall remain in effect as long as THCo is licensed to operate at the identified locations.

On this date, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
President, Midtown Community Council

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President, Turnagain Herb Company