

## MEMORANDUM OF UNDERSTANDING

Between **Catalyst Cannabis Company** and **Midtown Community Council**

Effective Date: **7/12/2017**

This Memorandum of Understanding (hereafter "Agreement") is hereby entered into by and between **Midtown Community Council** (hereafter "Community Council"), a community council within the Municipality of Anchorage, and **Catalyst Cannabis Company** (hereafter "Marijuana Store"), an applicant for a municipal license and special land use permit for a marijuana retail sales establishment to be located at **5001 Eagle St. Suite B, AK 99503**.

### **I. RECITALS**

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

WHEREAS, the Marijuana Store is seeking to open a legitimate business within the community council area; and

WHEREAS, the Community Council and the Marijuana Store 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:

### **II. AGREEMENT BASICS**

1. The point of contact for the Marijuana Store is **Will Schneider**, who can be contacted as follows: **phone 907-205-1181, email will@catalystcannabisco.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 the Community Council.
2. The point of contact for the Community Council 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 the Marijuana Store.
3. The following two individuals are authorized to speak for the Marijuana Store at community council meetings: **Dawn Morse** and **Randy Tedor**. Changes in individuals authorized to speak for the Marijuana Store shall be promptly shared with the Community Council.
4. Alternate a: The Marijuana Store shall engage with the community council and the residents and property owners within 500 feet of the proposed business location, on the following schedule: **One community council meeting per year and by request at community council meetings and/or engagements within the MTCC.**

4- 4. Alternate b: The Marijuana Store shall engage with the residents, businesses and property owners within 500 feet of the proposed business location on a monthly basis and is encouraged to attend MidTown Community Council meetings at least quarterly. The Marijuana Store will also email MTCC any business updates that may affect or change this agreement, including notification of business hours.

5. 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 steps:

- All parties involved will be notified via email and phone call
- The party that has been notified will have 10 days to respond to the complaint via email to the community council email directly.
- Issue will be addressed at the following regularly scheduled MTCC meeting.
- 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 the MTCC via the MTCC email list. Both Assembly representatives and the Municipal Ombudsman will be invited.

### **III. ASSEMBLY AUTHORITY**

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 establishment rests exclusively with the Anchorage Municipal Assembly.

### **IV. NO FORMAL PARTNERSHIP**

This Agreement is mutually beneficial to the Community Council and the Marijuana Store. 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 information provided to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.

### **IV. 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 the Marijuana Store is licensed to operate at the identified location.

<div></div> <div><div></div><div>Peggy Robinson, President MTCC</div></div>	<div></div> <div><div></div><div>Will Schneider, CEO Catalyst Cannabis Company</div></div>
Date: <div></div>	Date: <div></div>