

Approved

Date: 04/12/2016

Submitted by: Assembly Member Demboski

Assembly Chair Traini

Assembly Member Hall

Reviewed by: Office of the Ombudsman

Office of Economic & Community
Development

Assembly Rules Committee

Prepared by: Assembly Counsel

For reading: April 12, 2016

ANCHORAGE, ALASKA

AO NO. 2016-27(S)

**AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY AMENDING
ANCHORAGE MUNICIPAL CODE CHAPTER 2.40 TO PROVIDE FOR NEIGHBORHOOD
RESPONSIBILITY PLANNING FOR MARIJUANA ESTABLISHMENTS.**

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code section 2.40.050 is hereby amended to read as follows (*language indicating no amendment is included for context only and other subsections not affected are not set out*):

2.40.050 - Functions.

Community councils shall have the following advisory functions:

E. Receive and review notices to community councils from municipal departments including notice under:

1. Section 2.30.120.C. (alcohol beverage control board license applications);
2. Section 10.55.030 (permits for teen nightclubs and cultural performance venues);
3. Section 21.03.020.H. (land use proposals);
4. Section 24.35.020 (national security road closures);
5. Section 25.30.025.E. (disposal of municipal land requiring voter approval);

6. **[AMC] Chapter 10.80 (licensing and regulation of marijuana establishments) [or AMC title 21 (new code) for marijuana establishment license or land use].**

7 [6]. Other code provisions deemed appropriate by a municipal department.

(GAAB 5.75.040; AO No. 2014-3(S), § 1, 2-11-14)

Section 2. Anchorage Municipal Code section 2.40.060 is hereby amended to read as follows (*subsections not affected are not set out*):

2.40.060 - Municipal responsibilities to community councils.

B. On and after January 1, 2014, land use notice to community councils shall meet or exceed the requirements for community council notice specified in municipal code 21.03.020.H and summarized in Table 21.03-1. In recognition that special land use permits for marijuana-related land use is a significant change for all communities within the municipality, neighborhood responsibility planning guidelines are provided to assist in neighborhood engagement. [Additional community engagement shall include:]

1. Neighborhood engagement without liability to community councils. Meaningful engagement in neighborhood responsibility planning is a benefit to the owner/operator of a marijuana retail establishment and nothing in this chapter, title 10, or title 21 regarding special land use permits and municipal licenses for marijuana retail establishments may be used to infer or create community council liability. For purposes of neighborhood engagement, marijuana retail sales establishments and the respective owner/operator of any marijuana retail sales establishment are collectively referred to as “marijuana retailers”.

2. Neighborhood responsibility planning **guidelines** for marijuana **retail sales establishments (marijuana retailers)**. Assembly issuance of special land use permits for **the retail sale of** marijuana ~~[establishments]~~ under AMC title 21 and the related licensing and regulation of marijuana **retailers [establishments]** under AMC chapter 10.80 require **the marijuana retailer to meaningfully engage in neighborhood responsibility planning with residents and other neighborhood businesses to mitigate concerns such as odor, parking, and security. [engagement by the community council.] [To assist with neighborhood engagement, these guidelines]** ~~To~~ provide community councils and marijuana **retailers [establishments]** assistance in fostering a mutually beneficial relationship for the community, **these guidelines are made available**. As soon as practicable, applicants **for [intending to locate]** a State of Alaska license ~~[d]~~ **to operate a marijuana retail sales** establishment within **any** community council district, and the duly authorized representative(s) of the community council, **are encouraged to [will]** engage in neighborhood responsibility planning[.] and endeavor to:

a. Establish a point of contact for each licensed marijuana **retailer [establishments]**, with the name and contact information, including an after-hours contact for community alerts and assistance.

- b. Establish the community council's preferred method of communication, including a designated point of contact, and contact information.
- c. Develop a schedule of mutual engagement and outreach to the community council and immediate residents and property owners ~~[(1) within 500 [1000] feet of the establishment], to be not less than annually,~~ to touch base and mitigate any potential issues. For Chugiak-Eagle River, mutual engagement and outreach for marijuana retail establishments located within a community council district identified on Map 1 and Map 2 of section 2.40.090 of this chapter, will include the community council, residents and property owners within 1000 feet of the establishment, and the Chugiak-Eagle River Advisory Board established in section 4.60.105.
- d. Develop a resolution process which outlines how problems and issues of mutual concern will be brought forward and addressed by the marijuana **retailer [establishment]**, community council, residents, and/or other businesses.
- e. Identify and designate two individuals authorized to speak on behalf of the **[licensed]** marijuana **retailer [establishment]** at community council meetings.
- f. Encourage community council member participation by the **[licensed]** marijuana **retailer [establishment]** and identify the preferred months for the licensed marijuana business to attend by representative.
- g. Address other matters of concern identified by either the applicant or the council.
- h. Develop a memorandum of understanding, to include all items discussed, the detail on items concluded, **and** the plan for any items still in progress ~~[, and the schedule for periodic review and update of the neighborhood responsibility engagement memorandum of understanding].~~

3. *Neighborhood responsibility planning is an informal process.* Neighborhood responsibility planning is intended to facilitate ease of integration of the new business into the community. To assist with development, an outline of planning topics and potential provisions meeting the intent are set out for ease of reference and adaptation in Exhibit B. Exhibit B provisions may be expanded and revised to reflect particulars of the neighborhood responsibility planning engaged in by the marijuana retailer with the community

council.

EXHIBIT B

Neighborhood Responsibility Planning—Suggested Topics & Provisions

MEMORANDUM OF UNDERSTANDING

Between ***[Marijuana Retail Sales Establishment]***

and ***[Community Council]***

Effective Date: ***[date]***

This Memorandum of Understanding (hereafter “Agreement”) is hereby entered into by and between ***[Community Council]*** (hereafter “Community Council”), a community council within the Municipality of Anchorage, and ***[Marijuana Retail Sales Establishment]*** (hereafter “Marijuana Store”), an applicant for a municipal license and special land use permit for a marijuana retail sales establishment to be located at ***[address]***.

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 ***[name]***, who can be contacted as follows: ***[contact information]***. 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 ***[name]***, who can be contacted as follows: ***[contact information]***.

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: **[name]** and **[name]**. Changes in individuals authorized to speak for the Marijuana Store shall be promptly shared with the Community Council.

4. 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: **[schedule]**.

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:

(Suggested options)

a. ***Agree to discuss the issue at the next regularly scheduled community council meeting.***

b. ***Agree to call a special community council meeting to discuss the issue.***

c. ***Agree to call an executive board meeting of the community council to discuss the issue.***

6. The Marijuana Store is encouraged to attend regular Community Council meetings. The Marijuana Store will make a concerted effort to attend the Community Council meeting in **[month(s)]**, at a minimum.

7. The Community Council has identified the following particular concerns relating to the Marijuana Store's application and proposed business: **[concerns]**.

8. The Marijuana Store has identified the following particular concerns relating to locating within the Community Council: **[concerns]**.

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.

[Name], [Title]
[Community Council]

[Name], [Title, if any]
[Marijuana Retail Sales
Establishment]

Date:_____

Date:_____

(GAAB 5.75.050; AO No. 2003-75, § 3, 7-22-03; AO No. 2014-3(S), § 1, 2-11-14)

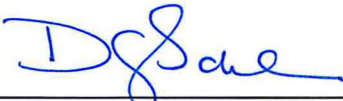
Section 3. This ordinance shall become effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 12th day of April, 2016.



Chair of the Assembly

ATTEST:



Municipal Clerk



MUNICIPALITY OF ANCHORAGE

Assembly Memorandum

No. AM 264-2016

Meeting Date: April 12, 2016

From: ASSEMBLY MEMBER DEMBOSKI
Subject: AO 2016-27(S) -- AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE CHAPTER 2.40 TO PROVIDE FOR NEIGHBORHOOD RESPONSIBILITY PLANNING FOR MARIJUANA ESTABLISHMENTS.

This Assembly Memorandum is prepared pursuant to AMC 2.30.050F, to provide background and a written summary of changes in AO 2016-27(S).

BACKGROUND: When the Anchorage Assembly amended and approved AO 2016-3(S), relating to land use regulation for marijuana establishments, community engagement is one of the factors considered by the Assembly in its review of special land use permit and licensing applications for marijuana retail establishments. AMC 21.03.105C.7.h. and AMC 21.05.055B.4.b.vi. require engagement by the community council; marijuana retail sales establishments are encouraged to meaningfully engage in neighborhood responsibility planning; a copy of an informal memorandum of understanding (MOU) outlining the elements confirmed with the community council may be included with the retail marijuana establishment's application; in the absence of an informal MOU, the applicant's report on the status of community engagement efforts may be included. As stated in AO 2016-3(S), neighborhood responsibility planning guidelines would follow under AMC chapter 2.40. AO 2016-27 was introduced to amend AMC chapter 2.40 to provide guidance for neighborhood responsibility planning.

EXHIBIT B SAMPLE MOU: The intent of neighborhood responsibility planning is to assist community councils and retail marijuana establishments to ease the integration of a new type of business into our communities. The purpose of AO 2016-27(S) is to add a **MOU** template. For the S-Version, the Office of the Ombudsman and the Office of Community and Economic Development have developed a template of Agreement Basics, to include such items as contact information, identification of concerns, schedule, and expectations. Sample topics and provisions are patterned on similar engagements among non-profit entities and community councils and incorporated in code by Exhibit B. The **MOU** template is designed for ease of use.

Other Changes to Text: Edits to 2.40.050E.6 are for clarity and to avoid unnecessary repetition within the section. Edits to 2.40.060B detail purpose and intent. Community Council liability is neither to be created nor inferred. Concerns such as odor, parking, and security are anticipated and recognized in AMC 21.03.105C.7.h. and restated in this ordinance. The area of "immediate residents and property owners" is shortened from 1000 feet to 500 feet, except in Chugiak-Eagle River where it remains 1000 feet, in recognition of potentially larger lots.

Expectations: Community Councils and retail marijuana businesses are expected to engage in neighborhood responsibility planning without staff support from the Administration. This ordinance and the **MOU** anticipate responsible action.

Respectfully submitted: Amy Demboski, Assembly Member
District 2, Chugiak-Eagle River & JBER