



City of Lynwood 11330 Bullis Road, Lynwood, CA 90262 Tel: 310-603-0220 Gabriel Linares, Director of Community Development Email: cannabis@lynwoodca.gov	FEE PAID \$
All applications and payments must be delivered to and date stamped by City Clerk no later than 5 pm. December 20, 2022 All applications must be in a sealed box and labeled "Lynwood Retail Commercial Cannabis Business Application"	DATE STAMP HERE

Applicant must submit all information in accordance with Ordinance 1751

The Lynwood Cannabis Retail Sales Regulation and Public Safety Ordinance

Applications will be accepted between November 21, 2022 and December 20, 2022 by 5:00 pm.

COMMERCIAL RETAIL CANNABIS BUSINESS PERMIT APPLICATION

Business Name: _____

Business Primary Contact: _____

Contact Title: _____

Contact Mailing Address: _____

Phone #: _____ **24 hour Contact Info:** _____

E-mail: _____

For details about the information required as part of the application process, please see Ordinance 1751 on City of Lynwood webpage: [New Retail Cannabis Business Operation | Lynwood, CA \(lynwoodca.gov\)](https://lynwoodca.gov/new-retail-cannabis-business-operation/)

PHASE 1

Section 1: Owner background Information (Must include all Owners)

Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application and that the information contained herein is true. I also understand that the information provided in this application, except the Safety and Security Plan and certain confidential information such as driver's license and social security number which can be redacted, may be public information and subject to disclosure under the California Public Records Act.

Owner Name: _____

Owner Title: _____

Owner Home or Cell Number: _____

Owner Home Address: _____

Owner Signature: _____ **Date:** _____

Required Attachments:

- ☐ Receipt from background check and Live Scan
- ☐ Picture of applicant (two passport quality photographs 2X2)
- ☐ Copy of Driver's License, DMV issued ID card or Passport
- ☐ Proof of address (DMV-issued ID/driver's license, and/or recent utility bill under Owner's name)

Has the applicant and or its owners and managers had other licenses and/or permits issued to and/or revoked, in the three (3) years prior to the year of the permit application, such other licenses and/or permits relating to similar business activities as in the permit application?

☐ Yes ☐ No

If yes, attach a separate document that lists the individual owner/manager (non-entity/natural person), percentage stake or position for such individual owner/manager, legal business name, location/address, license/permit #, issuing agency, issue date, and current status for any other licenses and/or permits for commercial cannabis activity previously issued to the applicant or any of its owners or managers that have been suspended or revoked ("suspended or revoked" does not include license/permit expiration or voluntary forfeiture/surrender of a license/permit) in the three (3) years prior to the date of this permit application? Please attach completed Cannabis Licenses and Revocations as a separate document providing explanation on the suspension(s) or revocations(s) if applicable.

Has the applicant or any of its owners or managers (i) been found guilty or pled guilty or no contest to "an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made" as that term is defined in Section 26057(b)(4) of the California Business & Profession Code or (ii) been sanctioned by a licensing authority or a city, county, or state for unlicensed commercial cannabis activity(ies) in the three (3) years prior to

COMMERCIAL RETAIL CANNABIS BUSINESS PERMIT APPLICATION

the date of this permit application? If “yes,” please attach a separate document listing the conviction(s)/plea(s)/sanction(s) and providing explanations to include dates and circumstances).

☐ Yes ☐ No

Section 2A: Proof of meeting minimum requirements: (attach documents separately, labeling each as listed below)

1. Payment of non-refundable application fee **\$16,050.00** _____ Date: _____ (4-35.7 c. 1.)
 - a. The applicant hereby understands and acknowledges that all requirements set forth in Ordinance 1751 must be satisfied to be considered a complete application. The applicant hereby understands and acknowledges that incomplete applications will not be processed nor considered by the City for approval. Following submittal of an application for review and consideration, application fees will not be returned to applicant under any circumstances.
2. Sufficient evidence of legal right to use proposed property for proposed use (4-35.7 c. 2.)
3. An approved Zoning Verification Letter from the City of Lynwood, which is required to demonstrate sufficient evidence that the proposed property complies with location/zoning (4-35.7 c. 3.)
4. Proof of funds (\$1,000,000) liquid assets (4-35.7 c. 4.)
5. Set of plans (site development; floor plan; building elevations (all 4 sides); conceptual landscape (4-35.7c. 5.)
6. Set of colored interior and elevation renderings (4-35.7 c. 6.)
7. Copy of Live Scan application and receipt for each owner and manager (4-35.7 c. 7.)

Section 2B: Proof of meeting minimum requirements continued: attach documents separately, labeling each as listed below Items 8-15 will be used in scoring criteria.

8. Qualifications of the Applicant's owner and managers (4-35.7 d. 1.)
 - a. Documents demonstrating the applicant's legal creation and existence (e.g., corporate registration, articles, of incorporation/organization, statement of information, etc.) and legal documents (e.g., operation agreements, bylaws, partnership agreements, capitalization tables, etc.) demonstrating ownership and management of the application down to the individual / natural person level (4-35.7.c.7.) Additionally, Applicant must provide copies of its corporate documents, including operating agreements and bylaws indicating legal ownership of the applicant.
9. Plans, renderings, and overall location (4-35.7 d. 2.)
10. Business and operations plan (4-35.7 d. 3.)
11. Security plan (4-35.7 d. 4.)
12. Safety plan (4-35.7 d. 5.)
13. Neighborhood compatibility plan (4-35.7 d. 6.)
14. Community benefits plan (4-35.7 d. 7.)
15. Labor and Employment plan (4-35.7 d. 8.)

COMMERCIAL RETAIL CANNABIS BUSINESS PERMIT APPLICATION

Staff use only:

Date initial application received by TWA: _____

Date application reviewed for Phase I: _____

Points Awarded in Phase I: _____

☐ **Continued to Phase II** Date sent to City Manager for Phase II: _____

☐ **Denied**

PHASE II

SECTION A. City Verification

Passed Background Check: _____

Zoning Compliance Letter: _____

Date fee received for Phase II: _____

Payment of non-refundable application fee **\$5,144.00** _____ Date: _____ (4-35.7 c. 1.)

SECTION B. City Manager Review

Date applicant interviewed by City Manager and ad hoc committee:

City Manager and ad hoc committee evaluation notes:

☐ **Continued to Phase III**

☐ **Denied**

PHASE III

Date fee received for Phase III: _____

Payment of non-refundable application fee \$4,094.00 _____ Date: _____ (4-35.7 c. 1.)

Date applicant interviewed by City Council:

☐ **Approved by City Council**

☐ **Denied**

Once approved and prior to operations/engagements in cannabis retail sales:

- ☐ Valid City Business License
- ☐ Valid Retail Cannabis Business Permit
- ☐ Valid State Cannabis License
- ☐ Valid certificate of occupancy issued by City Building and Safety
- ☐ Sign-off/Approval from the Los Angeles County Fire Department
- ☐ Any other governmental agencies with jurisdiction in this matter

Cannabis Experience – Licenses and Revocations
Lists of Locations of Cannabis Activities, License Types, and License Numbers

<u>Individual Owner</u>	<u>% Stake & Position</u>	<u>Business Name</u>	<u>Location</u>	<u>Status License Type</u>	<u>License #</u>	<u>Issuing Agency Date</u>	<u>License Good Standing or Revocation w2</u>
Green Thumb	xxx%	Jive "C" Lynwood, corp/llc/sole	Atlantic, Lynwood, CA 92544	CUP #, ordinance cannabis use type, retail, manufacturing, cultivation,	CUP #12345	xxxx City/County Date issued	

<u>Individual Owner</u>	<u>% Stake & Position</u>	<u>Business Name</u>	<u>Location</u>	<u>Status License Type</u>	<u>License #</u>	<u>Issuing Agency Date</u>	<u>License Good Standing or Revocation & Reason</u>

<u>Individual Owner</u>	<u>% Stake & Position</u>	<u>Business Name</u>	<u>Location</u>	<u>Status License Type</u>	<u>License #</u>	<u>Issuing Agency Date</u>	<u>License Good Standing or Revocation & Reason</u>

<u>Individual Owner</u>	<u>% Stake & Position</u>	<u>Business Name</u>	<u>Location</u>	<u>Status License Type</u>	<u>License #</u>	<u>Issuing Agency Date</u>	<u>License Good Standing or Revocation & Reason</u>

**INDEMNIFICATION AGREEMENT
FOR
LYNWOOD RETAIL CANNABIS PERMIT**

THIS AGREEMENT is made and entered into on _____ (Month) _____ (Date), 2023, by _____ ("OWNER") and the City of Lynwood, California referred to herein as "Lynwood" or the "CITY." CITY and OWNER are sometimes individually referred to herein as a "Party," and jointly as "Parties."

R E C I T A L S

WHEREAS, OWNER has requested that the City of Lynwood process its application for a Retail Cannabis Permit submitted by OWNER which will allow OWNER to operate a retail cannabis business consistent with City Ordinance No. 1751, and as described in OWNER's Application and Related Documents, identified as Application No. _____, (collectively "PERMIT").

WHEREAS, OWNER desires to defend and indemnify CITY from liability or loss connected with the approval of the PERMIT and environmental clearances, if any, as provided in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED between CITY and OWNER as follows:

1. Parties

For the purposes of this Agreement, the term CITY shall include the City of Lynwood, the City of Lynwood Planning Commission, City Council, City Manager, and/or any City of Lynwood agencies, departments, commissions, agents, officers, and/or employees. For the purposes of this Agreement, the term OWNER shall include all parties applying for approval of the PERMIT, including but not limited to the owner or owners of the property or properties upon which the retail cannabis business will be sited and the OWNER'(s) successor(s)-in-interest.

2. Indemnification and Defense by OWNER

OWNER shall defend, indemnify, and hold harmless CITY and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) the issuance of a PERMIT, the issuance, approval and/or execution of concurrent and subsequent permits, licenses and entitlements approved by the CITY for retail cannabis business; (ii) the environmental compliance procedure conducted in connection with the retail cannabis business; (iii) any claims based on or alleging inverse condemnation by any person or entity with an interest in the property or properties upon which the retail cannabis business will be sited; and (iv) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of the

PERMIT or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, CITY, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event CITY elects to contract with legal counsel to provide for such a defense, CITY shall meet and confer with OWNER regarding the selection of legal counsel, and OWNER shall pay all costs of defense, including but not limited to, legal counsel's fees and costs and CITY staff time.

3. Cooperation in the Event of Initiative or Legal Challenge

a. Legal Challenge

If any legal action or special proceeding related to the PERMIT is commenced by anyone for any reason, the CITY and OWNER agree to cooperate with each other in good faith to defend the CITY. The OWNER shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief, without the consent of the CITY.

b. Initiative

Should a non-City initiative measure or measures be enacted which could affect the PERMIT:

(1) OWNER and CITY shall meet and confer in good faith to mutually determine the proper course of action; and

(2) In the event CITY and OWNER jointly determine to challenge such initiative measure, OWNER shall provide for any challenge to such initiative measure at its sole cost and expense.

4. No Duty of CITY

OWNER acknowledges and agrees that the retail cannabis business that is the subject of the PERMIT is a private development and CITY has no interest in, responsibility for, or duty to anyone concerning the PERMIT and/or the business operated by the OWNER pursuant to the PERMIT.

5. Release

OWNER acknowledges and waives its rights under California Civil Code Section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." _____ (OWNER's Initials)

6. Notices

Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by electronic mail or sent by first class mail, postage prepaid and addressed as follows:

COMMERCIAL RETAIL CANNABIS BUSINESS PERMIT APPLICATION

CITY: CITY OF Lynwood
Attention: City Manager
11330 Bullis Road
Lynwood, CA 90262
(310) 603-0220

With a Copy to: Noel Tapia, Esq.
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy North
Suite 400 – West Tower
City of Industry, CA 91746

OWNER: _____

Notice personally delivered is effective when delivered. Notice sent by electronic mail is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either Party may change the above address by giving written notice pursuant to this paragraph.

7. Entire Agreement

This Agreement combined with Application and Related Documents and the terms contained in Ordinance No. 1751 contain the entire contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

8. Enforcement Action

In the event it becomes necessary for CITY to take any action against the OWNER to enforce or interpret the terms of this Agreement, CITY shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

9. Severability

If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

10. Governing Law

The rights and obligations of the parties and the interpretation and performance of this

Agreement shall be governed by the laws of the State of California and venue shall be in Los Angeles County.

11. No Third-Party Beneficiaries Intended

Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

12. Waiver

The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

The undersigned OWNER expressly warrant his/her authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF LYNWOOD

OWNER

Mayor

Name

Company

APPROVED AS TO FORM:

City Attorney
City of Lynwood