



CITY OF PLEASANT HILL

PHONE (925) 671-5209
FAX (925) 682-9327

www.phillca.gov

100 Gregory Lane
Pleasant Hill, CA 94523

COMMERCIAL CANNABIS RETAILER BUSINESS SUBMITTAL REQUIREMENTS (medical, non-storefront businesses only)

The submittal information shall be provided to the Planning Division. All submittal information shall be presented along with the Planning Division application form, related fees, and any additional information required by the Planning Division before the application can be accepted as complete.

All submittals shall be on 8.5" x 11" unless noted otherwise below. Please fold all plans so they are no larger than 8.5" x 11" in size.

Scale: The scale used on submittal plans shall generally be at a 1/8" = 1'0" for the architectural plans, 1" = 20' for site engineering plans. Include a north arrow, the scale and a bar scale on all plans.

*Please review the attached Ordinances and City Council Resolution for more information related to the Commercial Cannabis Business Permit and Conditional Use Permit Process.

Required <i>(if marked with an "O" submittal is optional, otherwise submittal is required, please check with the Planning Division)</i>	Submittal Requirement	Number of Copies
X	<u>Application form</u> - completed and signed by both the property owner and the applicant.	1
X	<u>Fee/Deposit</u> – Fee or deposit made to the City of Pleasant Hill (contact the Planning Division for amount). Note: This does not include the fee for fingerprinting, photographing or background check costs.	1
X	<u>Location map</u> - indicating the subject parcel(s) and adjacent streets, this may be on the site plan.	1
X	<u>Written statement</u> - describing the project in detail, including, but not limited to • Description of the statutory entity or business form that will serve as the legal structure for the applicant and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement and fictitious business name statement. • Name, residence and business address of each and every manager, owner and those with a financial interest in the entity. • Name, residence and business address of the owner of the property. • Complete list of every individual who has a financial interest in the commercial cannabis business who is not an owner as defined. • Identify if any applicant, property owner, business owner, business manager, or persons with a financial interest in the business (who is not an	1

	owner) has had a license, permit, or use permit for the same or similar business suspended or revoked anywhere and if so, the circumstances of such suspension or revocation. Applicants' certificates of automobile and general commercial liability insurance coverage and evidence of workers' compensation insurance (if required) related to the operation of the commercial cannabis business.	
X	<u>Project information</u> – Including the size of the business premises.	1
X	<u>Operational plan</u> – Provide a business operations plan, including business hours of operation.	1
X	<u>Security plan</u> - Provide security plan and measures for the business.	1
X	<u>Site plans</u> - site plans of the project shall be fully dimensioned and accurately drawn. The plans shall contain the following basic information unless the Community Development Department determines that additional information is necessary to properly evaluate the project. Use as many sheets as necessary. You may combine information so long as the plans are easy to read. If details are not reviewed during the site development review process, they will be subject to review and approval prior to issuance of building permits. In most cases, the site plan must be prepared and signed by a licensed civil engineer, surveyor, architect, landscape architect, or building designer whose name, address and phone number must appear on the plan. The boundary and topographic survey information (showing the existing topography) must be prepared by a licensed civil engineer or land surveyor whose name, seal, and signature must appear on the sheet of plan indicating the boundary and topographic survey. <u>Site plan shall include the following information:</u> <i>Legal boundaries</i> - boundary lines, easements (with size and type called out), right-of-ways, trails, paths, utility poles and the like. <i>Topography</i> - topography of the land with one-foot contour lines for land with a slope of 5 percent or less, and two-foot contours for land over 5 percent. This contour interval may be increased for land with over 20 percent slope. Show faults, flood zones, and slide areas. <i>Grading</i> - preliminary grading plan clearly showing existing and proposed contours carried a minimum of 50 feet beyond the project boundaries. Show direction and path of existing proposed drainage channels or facilities. Indicate building pad and finished elevations, retaining walls (with height and materials specified). <i>Streets and lots</i> - proposed street layouts and lot design, off-street parking, and loading areas. This should include proposed circulation of vehicles, goods, pedestrians, number of parking spaces and bicycles. Dimension all parking, roads and maneuvering areas. <i>Public areas</i> - areas proposed to be dedicated or reserved for parks, trails, schools, public or quasi-public buildings, and other such uses, if any. <i>Land use</i> - proposed, show the type, amount and location. Show also adjacent land use, including their general location and the height of existing structures and trees within 50 feet of the property lines. <i>Trees</i> - species, common name, size, condition, location, and drip line of existing trees with a trunk three inches and greater in diameter, at DBH (54 inches above	1 - 24"x36" set, 2 - 11"x17" sets

	grade). Any trees proposed to be removed shall be so indicated along with the reason why they are proposed to be removed. <i>Buildings</i> - all existing and proposed buildings and structures. Include their outside dimensions, height (from ground to top of roof), location and use. Delineate each residential unit or commercial shop and indicate unit type and size. Show trash enclosures, storage buildings and the like. Indicate setbacks and distance between buildings. <i>Features</i> - building appurtenances and features, including balconies, decks, landscaping, stairs, and rooflines to be shown. <i>Handicap provisions</i> – details to verify compliance with Chapter 24 of the California Code of Regulations in regard to handicapped parking and pedestrian access routes. <i>Phasing</i> - potential phasing limits of project should be indicated and a statement provided that sets forth the manner and phasing of the installation and maintenance of parking, lighting, landscaping, private grounds, streets, utilities and open space. <i>Coverage</i> - tabulation of building, landscaping, open space and paving.	
X	<u>Floor plans</u> – a proposed floor plan of all building/tenant areas for the proposed project.	1 - 24"x36" set, 2 – 11"x17" sets
X	<u>Building elevations</u> - show all elevations of the proposed project with materials, colors, and dimensions specified. The purpose of such drawings is to specify the height, bulk and appearance of proposed buildings and structures. Elevations shall also include building gutters and downspouts.	1 - 24"x36" set 2 – 11"x17" sets
X	<u>Evidence of compliance with California Environmental Quality Act (CEQA) & Environmental Information Form</u> – completed and signed.	1
X	<u>Indemnification Agreement</u> – Completed, notarized and signed.	1
X	<u>Participant Disclosure Form</u> – completed and signed.	1
X	<u>Electronic Copy of Plans</u> – An electronic copy of the application plans and supporting documents in a PDF format.	1



**APPLICATION FOR CANNABIS RETAILER
BUSINESS PERMIT APPLICATION
CITY OF PLEASANT HILL**

100 Gregory Lane
Pleasant Hill, CA 94523
Phone (925) 671-5209
Fax (925) 682-9327

www.phillca.gov

I. GENERAL DATA

- A. Address of Property _____
- B. Assessor's Parcel Number(s) _____
- C. Zoning _____
- D. Existing Use _____
- E. Description of Project or Request _____
- _____
- _____
- _____

II. AUTHORIZATION

In signing this application, I, as owner and/or as applicant, represent to have full legal capacity to, and hereby do authorize the filing of this application. If this application has not been signed by the property owner, attached is separate documentation of full legal authority to file this application. I agree to be bound by the conditions of approval of this application, subject only to the right to object at the hearing or during the appeal period.

I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

A. Property Owner

Name _____ Phone _____

Address _____ Email _____

Signature _____ Date _____

B. Applicant other than Property Owner

Name _____ Phone _____

Address _____ Email _____

Signature _____ Date _____

C. Authorized Agent

Company _____ Contact/Title _____

Address _____ Phone _____

Signature _____ Email _____

_____ Date _____

TO BE COMPLETED BY STAFF

APPLICATION TITLE

APPLICATION NUMBER

APPLICATION RECEIVED BY

RECORDED AT THE REQUEST OF
AND PLEASE RETURN TO:

City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523

Exempt from the payment of a recording fee pursuant to
Government Code §§ 6103 and 27383.

INDEMNIFICATION AND DEFENSE AGREEMENT FOR
COMMERCIAL CANNABIS BUSINESS PERMIT AND USE PERMITS
BY AND BETWEEN _____ (“Property Owner”) and
_____ (“Applicant”),

AND

CITY OF PLEASANT HILL, A CALIFORNIA MUNICIPAL CORPORATION

**INDEMNIFICATION AND DEFENSE AGREEMENT FOR
COMMERCIAL CANNABIS BUSINESS PERMIT AND USE PERMITS**

THIS AGREEMENT is made and entered into on this ____ day of _____, 20____, by _____ (“APPLICANT”) and _____ (“Property Owner”) and the City of Pleasant Hill, California, a municipal corporation, referred to herein as the “CITY.”

RECITALS

- A. APPLICANT has requested that the City of Pleasant Hill process its application for a Commercial Cannabis Business Permit and Use Permit (and any other associated planning development permits), which, when both permits are issued by the CITY, will allow APPLICANT to operate a Commercial Cannabis Business as described in APPLICANT’S submittal documents, identified as Development Application _____ (collectively “PERMIT”) on that certain real property commonly known as _____, Pleasant Hill, California, more particularly described in the legal description attached hereto as Exhibit ‘A’ and incorporated herein (APN _____, the “Property”).
- B. APPLICANT has procured from Property Owner the right to use the Property for purposes of constructing, operating, and maintaining the Commercial Cannabis Business as described in the PERMIT, as well as the right to record this Agreement against the Property.
- C. APPLICANT 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.
- D. The CITY has duly processed PLN _____, in accordance with all applicable laws and procedures, including, but not limited to, those set forth in the Pleasant Hill Municipal Code and the California State Planning and Zoning Law.
- E. But for PLN _____, the CITY would not be considering the Commercial Cannabis Business at the Property.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN CITY AND APPLICANT as follows:

1. Parties

For the purposes of this Agreement, the term CITY shall include the City of Pleasant Hill, the City of Pleasant Hill Planning Commission, City Council, City Manager, City Attorney and/or any City of Pleasant Hill agencies, departments, commissions, agents, officers, and/or employees. For the purposes of this Agreement, the term APPLICANT shall include all parties applying for approval on the PERMIT, including but not limited to the owner or owners of the property or properties upon which the Commercial Cannabis Business will be sited and the APPLICANT’(S) successor(s)-in-interest, if any.

2. Indemnification and Defense by APPLICANT

APPLICANT shall defend (with legal counsel chosen by CITY), indemnify, and hold harmless the CITY from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of the processing or approval of the PERMIT, the purpose of which is to attack, set aside, void, or annul the approval of the PERMIT or any environmental determination that accompanies it. APPLICANT shall further defend, indemnify, and hold harmless the CITY from and against any and all claims, damages, demands, suits, and/or proceedings of any kind brought by anyone (including, but not limited to, the Federal Government) challenging the validity and/or legality of the APPLICANT'S Commercial Cannabis Business that is the subject of the PERMIT.

APPLICANT shall defend (with legal counsel chosen by CITY), indemnify, and hold harmless the CITY from and against any and all liability whatsoever that relates in any way to the Commercial Cannabis Business that is the subject of the PERMIT and/or arising out of the acts or omissions of APPLICANT in the operation of the Commercial Cannabis Business that is the subject of the PERMIT.

APPLICANT shall pay all costs of defense, including but not limited to, damages, judgments, costs, expenses, liens, levies, attorneys' fees and costs, expert witness fees, City Staff time, and City Attorney time. Nothing herein shall prohibit the CITY from participating in the defense of any claim, action, or proceeding.

3. Cooperation in the Event of Legal Challenge

(a) If any legal action or special proceeding related to the PERMIT is commenced by anyone for any reason, the CITY and APPLICANT agree to cooperate with each other in good faith to defend the CITY. The CITY retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation. The rights and remedies of the CITY provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

(b) Applicant's defense and indemnification of the CITY as set forth herein shall remain in full force and effect throughout all stages of any litigation challenging the PERMIT, including any and all appeals of any lower court judgments rendered in the proceeding.

(c) In the event the APPLICANT fails to comply with this Agreement, in whole or in part, the CITY may withdraw its defense of the action, revoke or modify its approval of the PERMIT, or take any other action.

4. No Duty of CITY

APPLICANT acknowledges and agrees that the Commercial 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 APPLICANT pursuant to the PERMIT.

5. Release

APPLICANT 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.”
_____ (Applicant’s Initials)

6. Termination

The CITY may without cause terminate this Agreement by giving written notice as provided below. APPLICANT may not terminate this Agreement for any reason.

7. 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 facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CITY: _____

With a copy to:

APPLICANT: Property Owner

APPLICANT: Developer

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission 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.

8. Recording

This Agreement shall be recorded in the Official Records of the County of Contra Costa and shall run with the land.

9. Entire Agreement

This Agreement represents the complete understanding between the parties with respect to matters set forth herein.

10. Enforcement Action

In the event it becomes necessary for CITY to take any action against the APPLICANT 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.

11. 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.

12. 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 the County of Contra Costa.

13. 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.

14. 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.

15. Authority to Bind

Each and every signatory to this Agreement has the authority to legally bind the Party upon whose behalf each signatory affixes his or her respective signature hereto.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original document and all of which shall collectively constitute the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

APPLICANT

CITY OF PLEASANT HILL,
a California municipal corporation

By: _____
Its: _____

By: Ethan Bindernagel
Its: City Manager

Property Owner

APPROVED AS TO FORM:

By: _____
Its: _____

By: Janet E. Coleson
Its: City Attorney

ATTEST:

By: Lyone Conner
Its: City Clerk

[If the APPLICANT is a corporation, use the following signature lines:]

Note: Pursuant to Corporations Code Section 313 a contract with a corporation must be signed by one person from the following corporate officers; chairperson of the board, the president or any vice-president and must also be signed by a second person from the following corporate officers: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer unless the contract is accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract by a single designated officer or person.

APPLICANT: Property owner

Corporate Name

By: _____
President or Vice President

By: _____
Secretary or Assistant Secretary

[If the APPLICANT is an LLC, use the following signature lines:]

Note: “Corporations Code Section 17157 requires that contracts with an LLC be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.”

APPLICANT: Property owner

Corporate Name

By: _____
Manger’s Name

By: _____
Manager’s Name



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ENVIRONMENTAL INFORMATION FORM

(To be completed by applicant)

Date Filed _____

General Information

1. Name and address of developer or project sponsors _____

_____ Phone _____
2. Address of project _____
Assessor's parcel number _____
3. Name, address and telephone number of person to be contacted concerning this project:

_____ Phone _____
4. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:

5. Existing zoning district and use _____
6. Proposed use of site (Project for which this form is filed) _____

Project Description (Attach additional sheets as necessary.)

7. Site size.
8. Square footage.
9. Number of floors of construction.

Environmental Information Form

10. Amount and type of off-street parking provided.
11. Attach plans drawn to scale (site plans, floor plans, elevations).
12. Proposed scheduling.
13. Associated project.
14. Anticipated incremental development.
15. If residential, include the number of units, schedule of unit sizes, range of sales prices or rents, and type of household size expected.
16. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, estimated employment per shift, number of truck trips per day, and number and dimensions of loading facilities.
17. If industrial, indicate type, estimated employment per shift, number of truck trips per day, and number and dimensions of loading facilities.
18. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
19. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required.
20. If the project involves 50,000 sq. ft. or more of office or 50 or more residential units, the application must be accompanied by a fiscal impact analysis.

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

	Yes	No
21. Change in existing features of any watercourses, bodies of water, or hills, or substantial alteration of ground contours.	☐	☐
22. Change in scenic views or vistas from existing development or public lands or roads.	☐	☐
23. Change in pattern, scale or character of general area of project.	☐	☐
24. Significant amounts of solid waste or litter.	☐	☐
25. Change in dust, ash, smoke, fumes or odors in vicinity.	☐	☐
26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.	☐	☐
27. Substantial change in existing noise or vibration levels in the vicinity.	☐	☐
28. Site on filled land or on slope of 10 percent or more.	☐	☐

Environmental Information Form

- | | | | |
|-----|---|--------------------------|--------------------------|
| 29. | Use, generation, storage, transport, treatment, or disposal of potentially hazardous materials, such as toxic substances, flammables, corrosives, reactives, or explosives. | ☐ | ☐ |
| 30. | Substantial change in demand for municipal services (police, fire, water, sewage, etc.). | ☐ | ☐ |
| 31. | Substantial increase in fossil fuel consumption (electricity, oil, natural gas, etc.). | ☐ | ☐ |
| 32. | Relationship to a larger project or series of projects. | ☐ | ☐ |
| 33. | Displacement or relocation of persons or businesses. | ☐ | ☐ |
| 34. | Significant additional traffic generation or increased vehicular problems. | ☐ | ☐ |

Environmental Setting

35. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.
36. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (single-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

Certification

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date

Signature

For



CITY OF PLEASANT HILL

Phone (925) 671-5209
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Participant Disclosure Form

If no contributions made, or in an amount less than \$250, please fill out the top half of this form and check box below, provide signature and date.

Participant's Name _____

Participant's Address _____

Application Title and Number _____

Council or commission member(s) to whom you and/or your Agent made campaign contributions totaling \$250 or more and date(s) of contribution(s):

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

☐ - No contribution, or less than \$250 contribution made:

Signature of Participant and/or Agent: _____