



## Commercial Cannabis Use Permit Application Checklist

Commercial cannabis activity, governed by Chapter 17.95 of the Municipal Code, shall not be allowed in the corporate limits of the City of Crescent City without an approved Use Permit. The procedures for Use Permits are set forth in Chapter 17.54 of the Municipal Code. Refer to the Use Permit Instructions for a description of the general submittal requirements. Additional submittal requirements specific to commercial cannabis activity are identified below.

### Application Submittal Requirements for Commercial Cannabis Activity

In all cases, an application for commercial cannabis activity shall contain the following:

- Development Permit Application
- Commercial Cannabis Use Type(s)
- Application Fee
- Notarized, Written Authorization
- Operation Contacts/Licenses
- Indemnification Agreement Form
- Proof of Surety Bond
- Operations Plan
- 600-foot setback map (retail cannabis uses only)
- 600-foot setback exception request (retail cannabis uses only)

### Development Permit Application:

A completed Development Permit Application form shall be submitted with an application for a Use Permit for commercial cannabis activity. All relevant supplemental information identified on the form and in the Use Permit Instructions shall be included with the Use Permit application.

### Commercial Cannabis Use Type(s):

Identify the commercial cannabis activities being proposed as part of the Use Permit application:

- Storefront Retail
- Non-Storefront Retail (Delivery Only)
- Cultivation (Indoor Only)
- Non-Volatile Manufacturing
- Processing Facilities
- Distribution
- Microbusiness
- Testing Laboratories

Application Fee:

- An application fee as prescribed by the current fee schedule resolution of the City Council.

Notarized, Written Authorization:

- Notarized, written authorization from all persons and entities having a right, title, or interest in the property that is the subject of the application consenting to the application and the operation of the proposed commercial cannabis activity on the subject property.

Operation Contacts/Licenses:

- The name and address of all persons and entities responsible for the operation of the commercial cannabis activity, including managers, corporate officers, any individual with an ownership interest, any member of a board of directors, any general or limited partner, and/or any member of a decision-making body for the commercial cannabis activity.
- A complete list of all the valid licenses, including type and license number which has been issued to each person and entity by the state or other applicable agencies.

Indemnification Agreement Form:

- An indemnification agreement on a form provided by the City.

Proof of Surety Bond:

- Proof of having obtained a surety bond in an amount not less than \$15,000, payable to the City, issued by a corporate surety approved by the City, which is licensed to transact surety business in the State of California.

Operations Plan:

A detailed Operations Plan, which demonstrates compliance with Chapter 17.95 of the Municipal Code for all proposed commercial cannabis activities and includes the following:

- Site plans, floor plans, conceptual improvement plans, and a general description of the nature, size and type of commercial cannabis activity(ies) being requested;
- Onsite security measures both physical and operational;
- Standard operating procedures manual detailing how operations will comply with state and local regulations; how safety and quality of products will be ensured; recordkeeping procedures for financing testing, and adverse effect recording; and product recall procedures;
- Proposed hours of operation;
- Waste disposal information;
- Product supply chain information including where cultivation occurs, where the product is processed or manufactured, any required testing of cannabis or cannabis products, transportation, and packaging and labeling criteria;
- A recordkeeping policy;
- Track and trace measures;
- Sustainability measures including water efficiency measures, energy efficiency measures, high efficiency mechanical systems, and alternative fuel transportation methods;
- Odor prevention devices;
- Size, height, colors, and design of any proposed signage at the site;
- A parking plan, if applicable;
- A storage protocol and hazardous response plan;
- Information on products used during operation, including liquids, solvents, agents, and processes; and
- A quality control plan.

600-foot Setback Map (retail cannabis uses only):

Applications for retail cannabis uses must include a map drawn to scale illustrating that the proposed retail cannabis use will comply with the 600-foot setback requirement from the perimeter of a public or private school providing instruction in kindergarten or grades 1 through 12 (“K-12 school”) or a day care center (as defined in Health and Safety Code § 1596.76). This does not include any private school in which education is primarily conducted in private homes nor does it include family child care homes. The setback shall be shown on the map as the horizontal distance measured in a straight line from the property line of the sensitive land use (i.e., K-12 school or day care center) to the closest property line of the lot on which the retail cannabis use is located. Exceptions to the 600-foot setback requirement may be granted by the Planning Commission as specified in Municipal Code Section 17.95.060(C)(12).

600-foot Setback Exception Request (retail cannabis uses only):

An exception to the 600-foot setback requirement from K-12 schools and day care centers for retail cannabis uses may be granted by the Planning Commission when requested as part of a Use Permit application. The exception request must include a map drawn to scale illustrating the proposed setback reduction and a justification for making one or more of the findings specified in Section 17.95.060(C)(12) of the Municipal Code. The reduced setback shall be shown on the map as the horizontal distance measured in a straight line from the property line of the sensitive land use (i.e., K-12 school or day care center) to the closest property line of the lot on which the retail cannabis use is located.

**Please contact the Planning Department (707) 464-9506 if you have any questions or if you would like a preliminary meeting to discuss your project.**

Also visit the Crescent City Municipal Codes website (<https://qcode.us/codes/crescentcity/>) for more information on Commercial Cannabis Regulations (17.95), Use Permits (17.54), Site Plans (17.46), Off-Street Parking (17.42), Landscaping (17.43), and Signs (17.38).

# CITY OF CRESCENT CITY Development Permit Application

Return completed application to:  
 Planning Department  
 377 J Street  
 Crescent City, CA 95531  
 (707) 464-9506 (707) 465-4405 fax

TYPE OR PRINT CLEARLY

Applicant	Street Address	City	Zip Code	Day Phone
Representative (if any)	Street Address	City	Zip Code	Day Phone
Property Owner	Street Address	City	Zip Code	Day Phone
Correspondence to be sent to <input type="checkbox"/> Applicant <input type="checkbox"/> Representative <input type="checkbox"/> Owner				

Project Address	Assessor's Parcel No.
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Description of proposed project (attach sheets if necessary)

Existing Land Use	Adjacent Uses	Building Coverage _____sq.ft. existing
Project Acreage	Project Height	Building Coverage _____sq.ft. proposed
Parking (number of spaces)	Paved Area	Grading Required? _____ (if yes, attach preliminary grading plan)

Diking, dredging, or filling of open coastal water, wetlands or riparian/drainage areas. (Attach biological report and preliminary grading plans.)

Land Division or Boundary Adjustment. (Include tentative map with existing property lines, proposed lots, lot sizes, dimensions, access, physical features and proposed improvements, utilities, etc.)

Applicant/Representative: I have reviewed this application and the attached material. The provided information is accurate.	Property Owner/Authorized Agent: I have read this application and consent to its filing
Signed _____ Date _____	Signed _____ Date _____

<b>TYPE OF APPLICATION</b>	<input type="checkbox"/> Architectural Review	<input type="checkbox"/> Lot Line Adjustment/Parcel Merger	<input type="checkbox"/> Subdivision/Major
	<input type="checkbox"/> CEQA Review	<input type="checkbox"/> Municipal Code Amendment/Rezone	<input type="checkbox"/> Use Permit - Standard
	<input type="checkbox"/> Coastal Development Permit	<input type="checkbox"/> ROW or Street Abandonment	<input type="checkbox"/> Use Permit - Cannabis
	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Special Review	<input type="checkbox"/> Variance or Waiver
	<input type="checkbox"/> Home Occupation	<input type="checkbox"/> Subdivision/Minor	<input type="checkbox"/> Other

<b>REQUIRED SUPPLEMENTAL</b>	<input type="checkbox"/> Application Form	Project plans: * <input type="checkbox"/> Project site plans (buildings, parking, etc.) <input type="checkbox"/> Building floor plans and elevations <input type="checkbox"/> Preliminary grading/drainage plans <input type="checkbox"/> Landscaping/irrigation plans/dumpster <input type="checkbox"/> Sign plans/elevations <input type="checkbox"/> Color/materials samples <input type="checkbox"/> Subdivision/lot line adjustment map <input type="checkbox"/> Written Project Description <input type="checkbox"/> Preliminary Title Report <input type="checkbox"/> Special Project Justification/per code
	<input type="checkbox"/> Application Fee	
	<input type="checkbox"/> Supplemental Application Forms (variance, etc.)	
	<input type="checkbox"/> Project property deed(s)	
	<input type="checkbox"/> Proof of applicant's legal interest in the property (escrow, etc.)	
	<input type="checkbox"/> Commercial Cannabis Use Permit Application Checklist	

**\*Project Plans: For Subdivision one set of full-size plans and/or one set not to exceed 11" by 18" in size are to be provided. Specific information may be required for plans – ask staff for additional information.**

<b>OFFICIAL USE ONLY</b>	Application Number(s)	Filing Fees	Date Filed	Receipt #
	Date Application Completed	Zoning	General Plan (LUP)	
	CEQA: Exempt _____ Negative Declaration _____ Mitigated Negative Declaration _____ Environmental Impact Report _____			
	Review By Planning Commission _____ City Council _____ Architectural Review _____ Planning/Public Works _____			
	Public Hearing	Office Hearing	Appealable to Coastal Commission?	
	Other Notes:	Approved:		

**MAKE CHECKS PAYABLE TO CITY OF CRESCENT CITY**

**COMMERCIAL CANNABIS USE PERMIT INDEMNIFICATION AGREEMENT**

THIS COMMERCIAL CANNABIS USE PERMIT INDEMNIFICATION AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Crescent City (“City”) and \_\_\_\_\_ (“Applicant”).

**RECITALS**

WHEREAS, the Applicant has a legal and/or equitable interest in the certain real property located commonly known as \_\_\_\_\_, within the City of Crescent City, State of California, APN \_\_\_\_\_ (the “Property”);

WHEREAS, the Applicant has submitted an application to the City for a Commercial Cannabis Use Permit “CCUP” to conduct one or more allowed commercial cannabis activities (storefront retail, non-storefront retail, non-volatile manufacturing, processing, distribution facilities, microbusinesses and testing laboratories) at the Property (the “Project”);

WHEREAS, Crescent City Municipal Code 17.95.060(E)(4) requires applicants to execute and deliver an Indemnification Agreement to the City as part of the application package for any CCUP prior to the issuance of a CCUP.

**AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. APPLICATION NOT AFFECTED HEREBY. Nothing in this Agreement may be construed to limit, direct, impede or influence the City’s review and consideration of Applicant’s application to the City for the Project.
- 2. INDEMNIFICATION. Applicant agrees to defend, indemnify, save and hold harmless the City, its elected and appointed officials, officers, employees, agents and volunteers from any and all claims, actions, proceedings, demands, losses, damages, expenses, or liability of any nature whatsoever, including, but not limited to: any approvals issued in connection with any of the above described application(s) by City; any action taken to provide related environmental clearance under the California Environmental Quality Act (“CEQA”) by City’s advisory agencies, boards or commissions, appeals boards, or commissions, Planning Commission, or City Council; and attorneys’ fees and costs arising out of, or in connection with the City’s review and/or approval of the Project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors. With respect to the City’s review and/or approval of the Project, this obligation also extends to any effort to attack, set aside, void, or annul the approval of the Project, including any contention the Project or its approval is defective because a City ordinance, resolution, policy, standard or plan is not in compliance with local, State or Federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation, hereunder applies regardless of whether the City prepared, supplied and/or approved plans and/or specifications.

3. OBLIGATION. The obligations of the Applicant under this Agreement apply regardless of whether a permit is actually issued.
4. NOTICE OF CLAIM. The City will promptly notify Applicant of any such claim, action, or proceeding that is or may be subject to this Agreement and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the City defends the claim, action, or proceeding in good faith.
5. APPROVAL OF COUNSEL. The City Council will have the absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant must reimburse the City upon demand. Such resources include, but are not limited to, staff time, court costs, City Council's time at its regular rate for non-City agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
6. SETTLEMENT. The Applicant may not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant, which approval must not be unreasonably withheld. The City must approve any settlement affecting the rights and obligations of the City in writing.
7. DURATION. The defense and indemnification of City set forth herein will remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.
8. BREACH. For any breach of this Agreement the City may rescind its approval of the Project and/or any CCUP previously issued.
9. SEPARATE AGREEMENT. The parties agree that this Agreement constitutes a separate agreement from any Project approval, and/or CCUP and that if the Project, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which will survive such invalidation, nullification or setting aside.
10. GOVERNING LAW. This Agreement will be construed and enforced in accordance with the laws of the State of California.
11. VENUE. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the appropriate venue is the Del Norte County Superior Court.
12. ATTORNEY'S FEES. If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either party, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.
13. SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of the parties and their legal representative, successors, heirs and assigns.
14. HEADINGS. Section headings are for reference only and are not to be used in the interpretation of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which is to be deemed an original but all of which together constitute one and the same Agreement.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

**APPLICANT(S)**

Dated: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CRESCENT CITY**

\_\_\_\_\_  
By: Eric Wier, City Manager

**ATTEST:**

\_\_\_\_\_  
Robin Patch, City Clerk