

## **SUPPLEMENTAL MATERIAL FOR CANNABIS CONDITIONAL USE PERMIT APPLICATIONS**

The following information is required to be submitted, as noted, as part of the Conditional Use Permit (CUP) application for a cannabis project.

### **Type of Cannabis CUP**

This application can be used to apply for one or more types of cannabis permits. Please mark which cannabis business(es) the application is for and the square footage in the building for the use(s).

#### ***Production:***

Cannabis cultivation: square feet

Cannabis distribution: square feet

Cannabis manufacturing: square feet

#### ***Dispensary:***

Cannabis dispensary, storefront: square feet

Cannabis dispensary, delivery-only: square feet

Total building square footage: square feet

If this application is to modify a previously approved CUP (i.e., conditional use permit major or minor modification), list previously approved file number(s) here and explain modification details in the Project Narrative on page 10 of the Planning Entitlement Application ([Form CDD-0063](#)):

Previous File Number(s):

### **Neighborhood Context Map**

An accurate, straight-line drawing depicting the boundaries of the subject property, the boundaries of all other properties within 600 feet of the subject property, and the uses of those properties. Please refer to City Code Chapter 17.228, Article IX (Cannabis) ([click here](#)) for uses that, when located within 600 feet of the subject property, will result in the application being reviewed by the Planning and Design Commission.

If the completed map shows that the cannabis project site is within 600 feet of a public or private K-12 school, the application cannot be accepted.

### **Security Plan**

A draft security plan conforming to the standards at Sacramento City Code Section [5.150](#) is **required**. For example, the draft security plan should include protocols for day-to-day operational security and identify potential risks, remedies, and contingency plans. A separate photometric plan for the site should also be included in the plan. As the draft plan contains sensitive information pertaining to the proposed business it will be sent directly to the Police Department to review and will not be a part of the planning application routing to other agencies and groups. Subsequent to CUP approval, a final security plan will be established through the business operations permit process administered by the Revenue Division.

### **Energy Efficiency**

The cannabis CUP application will be routed to Sacramento Municipal Utility District (SMUD) for their review. Applicants may contact SMUD Strategic Accounts staff at [strategicaccounts@smud.org](mailto:strategicaccounts@smud.org) or 1-877-622-7683 for help finding the best way to provide reliable and efficient energy solutions for their business.

### **Wastewater Management Plan (Required for Cultivation Applications Only)**

A cannabis cultivation application will be routed to the City Utilities Department for their review. Please respond to the following questions on a separate sheet of paper to assist the Utilities Department in the review of your project:

1. Describe efforts you plan to exercise to reduce or eliminate, or otherwise control any pesticides, fertilizers or any substances proposed for use within your cultivation processes, as it relates to potential accidental discharge into the wastewater system.
2. Describe how pesticides, fertilizers or other substances will be stored, and what mechanisms (i.e., secondary containment systems) will be in place to prevent an accidental discharge into the wastewater system.
3. Describe the mechanical provisions you will have in place to prevent any potential overflow of water and/or wastewater.
4. Describe the “recycling” process of your irrigation system, and the anticipated percentage of unusable water as compared to water used in operations.
5. What is the volume of water accumulating because of condensation related to your climate control system, and how do you use this water? Because it may contain elements of pesticides, fertilizers and/or other substances, do you filter or otherwise recycle, and do you have secondary containment measures in place? Please describe.
6. Indicate whether a water meter and backflow device have been installed at the site. If installed, please provide proof that these two items are existing on the site.

### **Neighborhood Responsibility Plan**

City Code Title 17, Article IX (Cannabis) requires each property owner seeking a conditional use permit for cannabis production or dispensary use to provide a neighborhood responsibility plan. The plan is one prerequisite for the decision-maker to make the requisite findings.

The neighborhood responsibility plan must address the adverse impacts of cannabis businesses on the surrounding area. Compliance with the neighborhood responsibility plan shall be achieved through an agreement with the city, conditions of approval on the use permit, or through other means acceptable to the city.

The city currently permits applicants to satisfy the neighborhood responsibility plan requirement by entering into a Good Neighbor Agreement. A template agreement is provided below. Instructions on how to fill out the agreement are immediately below. The agreement must be filled out, signed by the property owner, and be included with the conditional use permit application. **Failure to provide proof of satisfying the neighborhood responsibility plan requirement will prevent the application from both being deemed complete, pursuant to Government Code Section 65920 et seq, and proceeding to interdepartmental review.**

#### **Instruction for Good Neighbor Agreement:**

- 1: Date agreement signed by the property owner (page 1 of agreement).
- 2: Name of property owner (page 1).
- 3: Check business (or businesses) you are applying for a CUP to operate (page 1).
- 4: Planning file number given at time of application submittal (will start with a P or a Z). (page 1).
- 5: Address where cannabis business will be located (page 1).
- 6: Assessor's Parcel Number of the location of cannabis business (page 1).
- 8: Address and email where property owner would like notices and correspondence from the City to be sent (page 2).
- 9: Name, title, and signature of the property owner. **The signature of the property owner shall be notarized** (page 4 and 5).

**NEIGHBORHOOD RESPONSIBILITY PLAN – GOOD NEIGHBOR AGREEMENT**  
**FOR CANNABIS PROJECTS**

This Agreement is made and entered into on \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ (“Property Owner”), and the CITY OF SACRAMENTO, a municipal corporation (“City”) (Property Owner and City may be collectively referred herein as the “Parties”) to replace the Neighborhood Responsibility Agreement previously entered into between the Parties.

**RECITALS**

A. Property Owner has developed the following project (the “Project”):[check all that apply]

- Cannabis production - cultivation
- Cannabis production - nonvolatile manufacturing
- Cannabis production - distribution
- Cannabis dispensary - storefront
- Cannabis dispensary - delivery-only

The Project is identified by City Project No. \_\_\_\_\_, on real property (the “Property”) owned by Property Owner and located at:

Address:

Assessor’s Parcel #:

- B. Development of the Project on the Property is subject to the special use regulations for cannabis in article IX of chapter 17.228 of the Sacramento City Code.
- C. The Sacramento City Code requires Property Owner to provide a neighborhood responsibility plan that addresses the adverse impacts of the Project on the surrounding area. Compliance with the neighborhood responsibility plan can be achieved through an agreement with the City, conditions of approval on the use permit, or through other means acceptable to the City.
- D. This Agreement is founded on the belief that a successful and sustainable business relies, in part, on the strength, cooperation, and support of the neighborhood around it, and that the strength of the neighborhood relies, in part, on the responsibility, vitality, and strength of the business operating within it. This Agreement provides a strategy to address potential neighbor concerns that may arise from the Project and formalize the goodwill and positive working relationship between the Project and the community stakeholders for the benefit of all

neighbors.

- E. Property Owner desires to enter this Agreement to be a good neighbor and to mitigate the potential adverse impacts of the Project on the surrounding neighborhood, and meet the neighborhood responsibility plan requirement.
- F. This Agreement sets forth the terms of the Parties' understanding and agreement regarding the Property Owner's neighborhood responsibility plan.

### **AGREEMENT**

Based on the facts and other matters set forth in the Recitals above, together with the covenants and agreements set forth below, the Parties agree as follows:

**1. Property Owner's 24-Hour Community Liaison ("Community Liaison").**

- a. **Contact Information.** Property Owner agrees for itself, its constituents, successors and assigns, that the following individual shall act as Property Owner's Community Liaison for the purposes of this Agreement:

Name:

Email:

- b. **Duties.** As such, Property Owner shall ensure that its Community Liaison:
  - (1) Is available to respond to security concerns 24 hours per day, 7 days per week;
  - (2) Develop procedures or protocols for responding to the surrounding neighborhood's potential concerns for issues that may arise from the Project and provide such procedures or protocols to the City of Sacramento, Office of Cannabis Management;
  - (3) Reports crime and suspicious activity in the immediate proximity of the Project to the Sacramento Police Department;
  - (4) Enhances neighborhood safety and livability by fostering positive relationships between the Project and the neighborhood, and assisting in the reduction of potential criminal and nuisance complaints that may arise from the Project.
- c. **Signage.** Property Owner shall post its Community Liaison's name,

email address, and phone number in a conspicuous place on the premises of the Property. Property Owner shall also cause the Community Liaison's contact information to be posted at or near the entrance and exits of the Project's facility. Any and all such posts shall be visible to all individuals who enter the Property.

- d. **Updates.** If there are any changes to the contact information of the Community Liaison, Property Owner shall provide the updated information to the City's Office of Cannabis Management and update the signage with the new contact information within 5 business days of the change.
2. **Good Neighbor Duties.** Property Owner agrees that Property Owner will mitigate potential adverse impacts of the Project on the surrounding neighborhood by abiding by all City ordinances pertaining to the odor, noise level, and land use requirements of the Project; complying with all conditions of the Conditional Use Permit for the Project; and complying with the security plan for the Project.
3. **Lease Agreements.** Property Owner shall include sections 1 and 2, above, in any and all leases or sub-leases for the Project.
4. **Term of Agreement.** The term of this Agreement shall commence upon its execution by all parties and shall remain effective until terminated by the mutual written agreement of the Parties.
5. **Property Owner's Representations Regarding Ownership.** Property Owner certifies that it owns full legal title to the Property. Each individual executing this Agreement on behalf of a corporation or partnership represents and warrants to City that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
6. **Indemnification.** Property Owner agrees to indemnify, defend, and hold harmless City from any and all claims, costs, expenses, losses and liabilities of whatever nature and whatever kind, including attorneys' fees, made or caused either by signatories hereto or third parties not signatories hereto, that arise out of or are in any way related to, caused by, or based upon any breach of this Agreement by Property Owner or any negligent act of Property Owner under this Agreement.
7. **Notices.** Any notice, tender, delivery, invoice or other communications pursuant to this Agreement shall be in writing and shall be deemed to be properly given when delivered to the following persons:
  - a. If to City:  
OFFICE OF CANNABIS MANAGEMENT  
City of Sacramento 915 I Street  
Sacramento, CA 95814

b. If to Property Owner:

Any party may change that party's address for these purposes by giving written notice of the change to the other parties.

8. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.
9. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of the Agreement.
10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof shall be determined by a court of competent jurisdiction to be invalid or unenforceable, or prohibited by law, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable or prohibited, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
11. **Assignment.** This Agreement may not be assigned by either party without the written consent of the non-assigning party, and any purported assignment without such consent shall be void.
12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between City and Property Owner concerning the subject matter contained herein.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto on the date first above stated.

**PROPERTY OWNER:**

Print Name

By:

Signature

Title:

By:

Signature

Title:

*\* **Note:** If the Property Owner is a corporation, the following two signatures are required (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer of the corporation.*

**CITY OF SACRAMENTO**

A Municipal Corporation

By:

Howard Chan, City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk