City of Desert Hot Springs

65950 Pierson Boulevard
Desert Hot Springs, CA 92240
760-329-6411
cityofdhs.org

Cultivation of Medical Marijuana

Orientation Packet
for Development Applications

Revised June 2016

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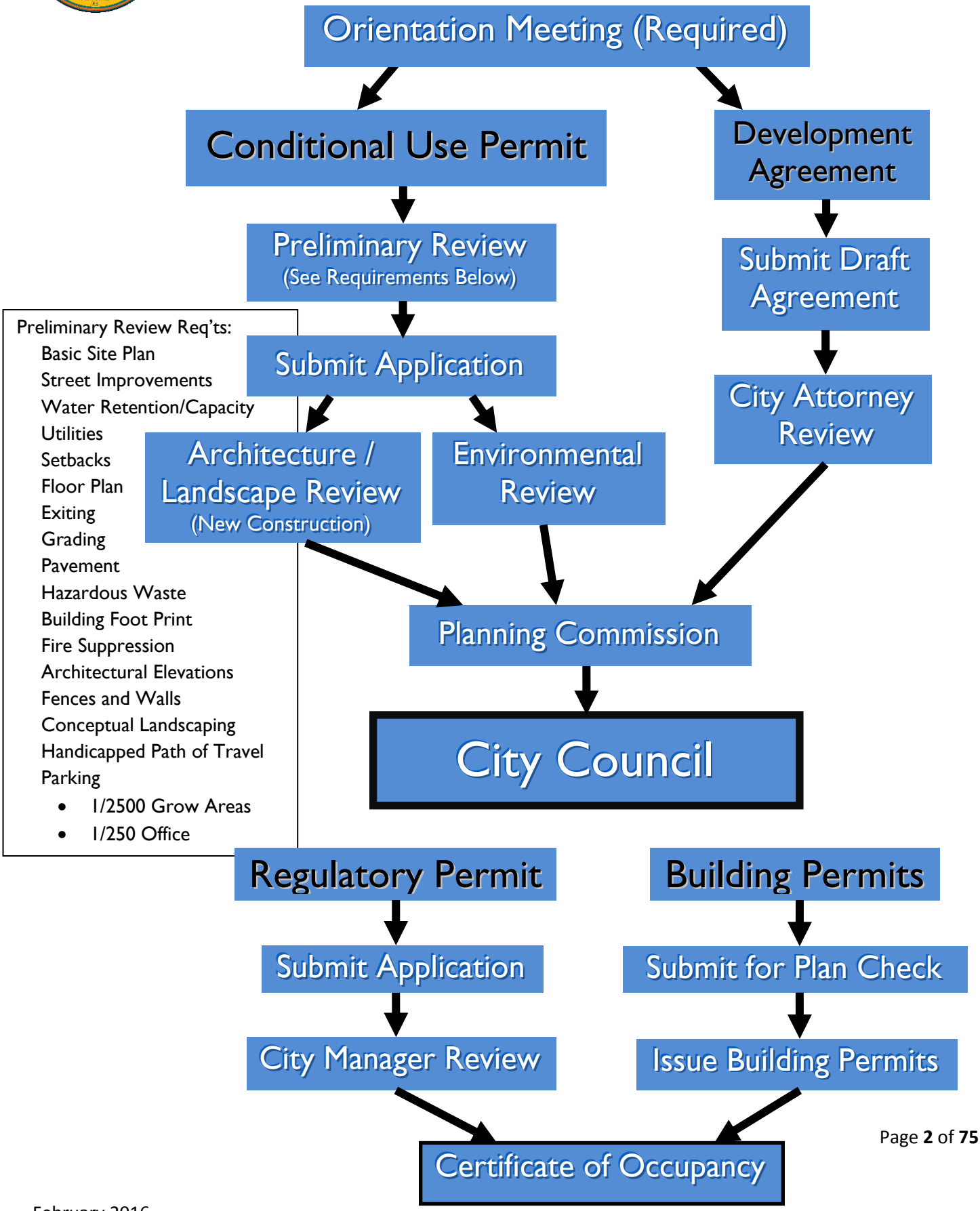
Note: All forms, templates, codes and regulations contained herein are excerpts or partial copies from the City's Municipal and Zoning codes or other resources. Contact city staff for complete forms or templates intended for use as actual submissions or applications.

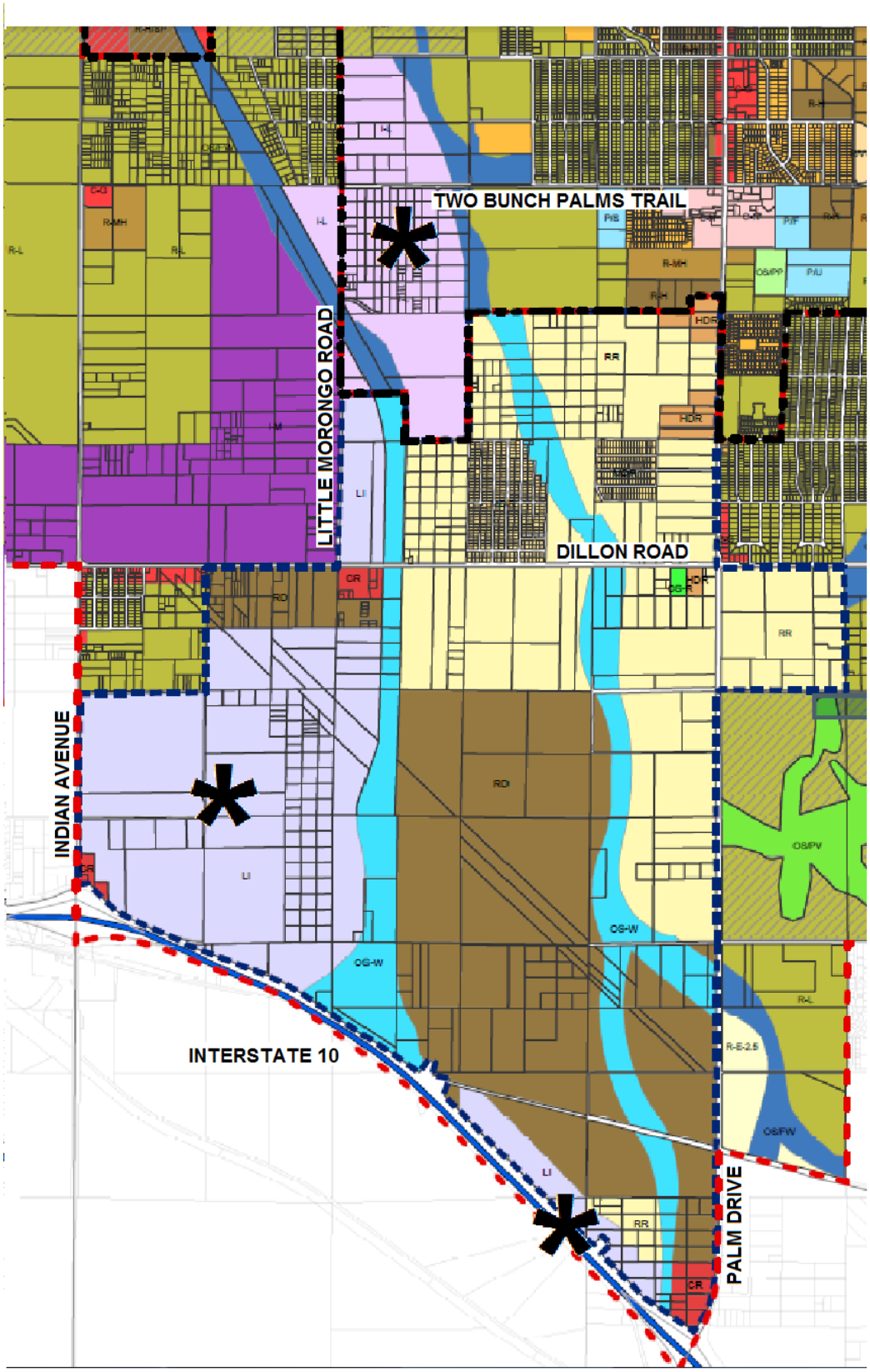
DO NOT USE THE FORMS IN THIS PACKET FOR YOUR APPLICATION!

City of Desert Hot Springs
Permit Processing for Cultivation of Medical Marijuana



Preliminary Review Req'ts:
- Basic Site Plan
- Street Improvements
- Water Retention/Capacity
- Utilities
- Setbacks
- Floor Plan
- Exiting
- Grading
- Pavement
- Hazardous Waste
- Building Foot Print
- Fire Suppression
- Architectural Elevations
- Fences and Walls
- Conceptual Landscaping
- Handicapped Path of Travel
- Parking
  - 1/2500 Grow Areas
  - 1/250 Office

February 2016



GENERAL PLAN LAND USE MAP (EXCERPT)

LIGHT INDUSTRIAL LANDS DESIGNATED FOR MARIJUANA CULTIVATION

* Light Industrial

City Boundaries

N

City of Desert Hot Springs

65950 Pierson Blvd. • Desert Hot Springs, CA 92240
Telephone (760) 329-6411 x 260 www.cityofdhs.org

OFFICE USE ONLY	
Case No.	
Fee for MMC	$6115.00
Related Apps.	
Accepted By	

SAMPLE CONDITIONAL USE PERMIT APPLICATION

CONDITIONAL USE PERMIT applications are reviewed and approved at a public hearing by the Planning Commission pursuant to Section 17.76 of the Zoning Code. The purpose of the review is to ensure that land uses requiring this Permit which have a moderate-to-significant potential adverse impacts on surrounding properties, residents, or businesses are conditioned or required to mitigate or eliminate such impacts.

___ Check here if requesting a CUP amendment
___ Check here if requesting a CUP time extension
___ Check here if requesting a CUP

APPLICANT: _____
(please print)

MAILING ADDRESS: _____ Phone No. _____

CITY, STATE, ZIP: _____ Fax No. _____

PROPERTY OWNER (if different): _____
(please print)

MAILING ADDRESS: _____ Phone No. _____

CITY, STATE, ZIP: _____ Fax No. _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION (Lot & Tract or A.P.N.): _____

_____

PROPOSED USE AND/OR CONSTRUCTION (including operational information): _____

_____

_____

EXISTING LAND USE OF PROPERTY: _____

EXISTING ZONING OF PROPERTY: _____

SURROUNDING USES:

NORTH: _____

SOUTH: _____

EAST: _____

WEST: _____

NAME OF APPLICANT: _____
(please print)

SIGNATURE OF APPLICANT:_____DATE:_____

NAME OF PROPERTY OWNER: _____
(please print)

SIGNATURE OF PROPERTY OWNER(S)
IF NOT SAME AS APPLICANT: _____DATE:_____

_____DATE:_____

(*Separate written authority by owner to submit application may be provided)*

NOTE: FALSE OR MISLEADING INFORMATION GIVEN IN THIS APPLICATION SHALL BE GROUNDS FOR DENYING THE APPLICATION

CITY OF DESERT HOT SPRINGS

Sample Conditional Use Permit Application

COMMUNITY DEVELOPMENT DEPARTMENT PLAN SUBMITTAL REQUIREMENTS

25 sets of the following plans in 24" x 36" size shall be submitted to the Community Development Department, unless otherwise noted or directed by staff. Plans shall be collated, stapled and folded to 8 ½" x 11" unless colored. Colored plans of Site Plan, Landscape Plan and Elevations shall be 24" x 36" in size and mounted on foam-core presentation boards. Plans are required to include, at a minimum, the following items at the time of submittal:

Yes	No		
☒	☐	1.	Filing fee: for a Design Review Permit application. A completed Environmental Information form, unless categorically exempt by the California Environmental Quality Act Guidelines, or previously assessed.
☒	☐	2.	Notification Package: A notification package containing a scaled map or Assessor Parcel Map pages showing all properties within a 300-foot radius of the subject property (including continuously owned property); a typed list of the property owners and their mailing addresses within the 300-foot radius, and a typed list of the residents that reside contiguous to the subject property. Submit three (3) sets of typed, self-adhesive, addressed labels for the above property owners and residents that live contiguous to the subject property. These lists and the map must be certified by a title company. If this application is submitted with a Development Application then this item can be omitted.
☒	☐	3.	Title Report: A Title Report of the subject property. Said report must be dated within the last 6 months of application submittal.
☒	☐	4.	Existing Site Plan: Drawn to scale and fully dimensioned, showing the existing project site and at least 50 feet beyond the project boundaries including the following: A. Property line boundaries and at least 50 feet beyond the project boundaries showing name, address and phone number of property owner, applicant and developer, date of plan preparation, legal description, north arrow, a legend incorporating any symbols on the drawings, a vicinity map, existing contours and vegetation, existing structures and other site and adjacent features, including any driveways, curbs, gutters, sidewalks, bus shelters, landscaped planters, existing and ultimate right-of-ways of any private and public streets, easements and all utilities (above and below ground).
☒	☐	5.	Proposed Site Plan: Drawn to scale and fully dimensioned, showing the proposed project site and at least 50 feet beyond the project boundaries including the following: A. Property line boundaries and at least 50 feet beyond the project boundaries showing name, address and phone number of property owner, applicant and developer, date of plan preparation, legal description, north arrow, a legend incorporating any symbols on the drawings, a vicinity map, north arrow, a legend incorporating any symbols on the drawings, a vicinity map, and proposed contours. B. Where applicable, proposed buildings, structures (trash enclosures, etc.), driveways, curbs, gutters, bus shelters, dimensioned parking stalls, back-up areas, service areas (including trash enclosures and recycling areas), location of all utilities (proposed and existing), air conditioning units, landscaping and hardscape areas, retention basins, drywells, monument sign locations, sidewalks, bicycle paths, bicycle racks, accessible path of travel, easements, perimeter and screen walls, fire hydrants, street lights, street trees, etc.

C. Existing improvements and natural features which are proposed to be retained and incorporated into the project, if any.

D. Included on this plan shall be a table tabulating the following: project area size in acres (gross and net), gross building square footage (individual and total), lot coverage ratio, hardscape square footage (parking areas and walks), landscaping square footage, required and proposed parking spaces, including accessible parking spaces and loading spaces, number of residential unit types, number of bedrooms, number of stories, and number of units per building, if applicable.

E. One colored copy in 24" x 36" size mounted on foam-core presentation board.

F. If the project is going to be phased, indicate the limits of the phasing and all off-site improvements to be constructed with each phase. All project phasing must be provided at the time of initial submittal and review. A phased project that is not disclosed up front may require the filing of a supplemental application with appropriate fees to defray the costs associated with additional city review and approval.

Yes	No	
☒	☐	6. Conceptual Grading and Drainage Plan: A conceptual grading and drainage plan drawn to an engineering scale of no smaller than 1"=30' with the scale clearly labeled and shall include the following information:

A. Existing and proposed contours, pad elevations, adjacent street elevations, parking lot, driveways, landscaping, drainage patterns, dry wells, retention areas, etc. (grading may be indicated on site plan if clearly readable). Tabulations showing amount of cut/fill, lot sizes, number of lots, square feet/acres of each).

☒	☐	7. Building Plans: Building plans shall be of sufficient size to show architectural detail and include the following:

A. Floor plans showing allocation of space and location of all door and window openings. All rooms must be labeled and dimensioned, show occupancy requirements and all ingress/egress requirements.

B. Roof plans indicating pitch, line of exterior wall, overhangs/eaves, roof drains, down spouts, roof mounted mechanical equipment (commercial/industrial only), skylights, solar panels, trellis areas, columns, etc.

C. Architectural drawings of all elevations of all proposed buildings and structures, including longitudinal and latitudinal sections of each proposed buildings, including screening treatments for mechanical equipment. Building materials and building heights shall be identified.

D. One colored set of all building elevations for each proposed building accurately representing exterior colors in 24" x 36" size and mounted on foam-core presentation boards.

E. Material and color sample board. A material and color sample board showing all exterior materials, finishes, and colors including hardscape (when decorative), shall be submitted on a maximum 8-1/2" x 11" or 11" x17 " foam-core board. Materials, finishes, and colors shall be keyed to plans for easy reference. Materials may include roof tile, decorative tile and trim, brick, mullions, metal, screens, glass, stucco, wood, etc.

☐	☒	8. Sign Program: Plans showing conceptual materials, letter style, size, sign colors, method/intensity of illumination, and sign type (monument, wall, etc.). Elevations shall indicate sign designs and locations or probable locations and size of sign "envelopes", when appropriate. Generic names may be used if a tenant is not known.

Yes	No		
☒	☐	9.	Exterior Lighting Plan: Plans shall show conceptual type of light fixtures including base, location, fixture height, source, and surface illumination. Lighting plans shall demonstrate that the lighting fixtures are capable of providing adequate illumination for security and safety, including, without limitation, one (1) foot-candles maintained across the surface of the parking area.
☒	☐	10.	Photographs: One set of subject property photographs (minimum 4" x 6") and surrounding areas shall be submitted as follows: A. One panoramic view of each side of the site, if possible. B. Views of all relevant or unusual features of the site. C. Photographs of existing development in the area that may have similar architectural features proposed (if applicable).
☒	☐	11.	Conceptual Landscape Plan: Desert Hot Springs is located in the Sonoran Desert and consideration shall be given to temperatures, wind, soils, shade, drainage, irrigation systems, and plant selection. This plan shall be drawn to an engineering scale no smaller than 1" = 50' and shall include the following: A. Colored conceptual landscape plan showing all on/off-site plant material, if any, a legend noting the common and botanical name of all trees, shrubs or ground cover and also indicate their intended function (e.g., accent trees, street trees, shade trees, screening hedge, etc.), non-plant material (pavers, gravel, etc.), earthen berms or mounded areas, swales, and/or basins (indicate height or depth, as applicable), plazas, courtyards, water elements, public art, wall heights and their general construction materials, common or public open space/recreation areas, north arrow, scale, project name. B. Type of full coverage irrigation system (spray, emitter, and/or drip) shall be specified on plan. C. Details showing all proposed designs for perimeter walls, trash enclosures and other screening features.
☒	☐	12.	Art in Public Places Program: Comply with the Art in Public Places Ordinance to satisfy the public art contribution obligation through a public art contribution or through the payment of an in-lieu fee thereof.
☒	☐	13.	Reductions of all of the above plans in 8.5" x 11" and 11" x 17" size.
☒	☐	14.	An electronic copy of all of the above plans in "JPEG" or "PDF" format.
☒	☐	15.	Copies of "will serve" letters from the Fire Department and all utility companies.
☐	☐	16.	Any Special studies as determined by the Community Development Department. 1._____ 2. _____ 3. _____ 4. _____

NOTE: INCOMPLETE APPLICATION SUBMITTALS WILL NOT BE ACCEPTED.

Sample Mitigate Negative Declaration – INTRODUCTION

1.1 Purpose and Authority

This Initial Study and Mitigated Negative Declaration have been prepared to construct a medical marijuana cultivation facility in accordance with City Ordinance 552 and 553. On October 21, 2014, the City of Desert Hot Springs adopted Ordinance No. 552 and 553 pertaining to the regulation of Medical Marijuana facilities. Ordinance No. 552 is codified in Chapter 5.50 and Ordinance No. 553 is codified in Chapter 17.180 of the Desert Hot Springs Municipal Code. The facilities permitted under these ordinances include medical marijuana dispensaries and medical marijuana cultivation facilities that are owned and operated by bona fide non-profit organizations, such as cooperative or a collective. These facilities are subject to the provisions of the Compassionate Use Act of 1996 (California Health and Safety Code Sections 11362.7 through 11362.83), the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Growth for Medical Use (issued in August, 2008), and any other state laws pertaining to cultivating and dispensing Medical Marijuana.

The City of Desert Hot Springs allows cultivation of marijuana for medical use within Industrial Districts with approval of a Conditional Use Permit (CUP) and Medical Marijuana Regulatory Permit. The proposed project is located on a qualifying Light Industrial (I-L) zoned site. Medical marijuana cultivation is only permitted in the interior of enclosed structures, facilities, and buildings. Cultivation operations, including all marijuana plants at any stage of growth, shall not be visible from the exterior or any structure, facility or building containing cultivation of Medical Marijuana.

The project proposes to construct a facility for the indoor cultivation of medical marijuana on a vacant property of approximately 2.13 acres in area. The proposed cultivation facility includes two attached primary buildings (numbered 1 and 2) with two stories, arranged in an inverted L-shape and adjoined by four attached greenhouses, along with the development of private driveways, parking spaces, landscaping, full security fencing, site grading and retention basin. The total site would contain 33,615 square feet of grow rooms and 23,647 square feet of greenhouse. The building architecture and surrounding landscape architecture on the property will require review and approval by the City of Desert Hot Springs, thus helping ensure that aesthetic considerations of the community are addressed in the design. For full project description see page 8 of this document.

This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et. seq. The City of Desert Hot Springs will serve as the lead agency pursuant to CEQA.

1.2 Determination

This Initial Study determined that development of the proposed medical marijuana cultivation facility would not have a significant impact on the environment, with the implementation of mitigation measures. A Mitigated Negative Declaration is proposed.

1.3 California Environmental Quality Act (CEQA) Authority to Prepare a Mitigated Negative Declaration

This Draft Mitigated Negative Declaration (DMND) has been prepared by the City of Desert Hot Springs as lead agency and is in conformance with Section 15070, Subsection (a), of the State of California Guidelines for Implementation of the CEQA. The purpose of the DMND and the Initial Study Checklist was to determine whether there were potentially significant impacts associated with development of the Bunch Palms Trail cultivation project.

1.4 Public Review Process

In accordance with CEQA, a good faith effort has been made during the preparation of this DMND to contact affected agencies, organizations and persons who may have an interest in this project. The DMND has been sent to the Riverside County Clerk, responsible agencies, and advertised in The Desert Sun.

Sample Mitigated Negative Declaration - Project Description

The project proposes to construct a facility for the indoor cultivation of medical marijuana with supporting infrastructure improvements on approximately x.xx acres in accordance with the City of Desert Hot Springs standards. The proposed cultivation facility includes two attached primary buildings (numbered 1 and 2) with two stories. The building architecture and surrounding landscape on the property will require review and approval by the City of Desert Hot Springs, thus helping ensure that aesthetic considerations of the community are addressed in the design. The building interior is designed to include office space, an employee breakroom, storage, cutting room and drying room, four grow rooms and four greenhouses, and a two-bedroom caretaker apartment. The building foundations will be comprised of platers and wood frames.

Based on the project site plan, a paved parking lot with xx stalls is proposed. Proposed light poles in the parking lot area would provide the necessary nighttime illumination for safety and facility security. Two paved vehicular driveways on _____ would provide site ingress and egress for clients. A hard pavement surface is proposed for the main parking area in front of the structure as well as the interior drive that exits onto _____.

The Project would provide two on-site stormwater retention basins that during the life of the project will comply with the Stormwater Management and Discharge Controls stipulated in Chapter 13.08 of the Desert Hot Springs Municipal Code (Ordinance #1997-03). The expected retention capacity of xx,xxx cubic feet is sized to contain the 100-year, 24-hour duration storm event and therefore meet the City's requirements on Stormwater Management and Discharge Controls and minimize the discharge and transport of pollutants associated with the new development. Upon buildout, the entire project perimeter would be secured by a 12-foot metal fence.

To provide proper access to the facility, the proposed off-site improvements include street paving on portions of _____ and _____ along its frontage and will undergo City and Fire Department review before their approval to ensure that the local development standards for roadway in interior & exterior circulation designs are met without resulting in traffic safety impacts. The project does not include sharp curves or dangerous intersections. No incompatible uses or hazardous design features will result from the proposed project as a standard condition. Street improvement plans will be subject to review and approval by the Engineering Department at the City of Desert Hot Springs.

The project will be developed in a single phase and operations would be similar to that of a standard wholesale nursery. The project will operate with approximately xx full time employees and within the allowable hours designated by the City. Hours will be consistent with Ordinance 552. Medical marijuana facilities may operate between the hours of 8:00 am and 10:00 pm up to seven days per week. The cultivation of marijuana requires staff to be present on premises 24 hours per day. Only authorized staff and delivery personnel will be allowed to enter the premises. An onsite apartment is included in the structure to accommodate a 24 hour security employee. All staff will be subject to thorough background checks as per City regulations.

Security measures have been thoroughly incorporated into the project. The site is entirely enclosed with perimeter fencing. A gated entry/exit will control vehicular access to and from the property. A security guard would be on site 24-hours a day. Security cameras would be mounted inside and outside of the entire building. A more detailed, comprehensive security plan is required by the City during the regulatory permit phase. This will include specific locations and areas of coverage by security cameras; location of audible interior and exterior alarms; location of exterior lighting; name and contact information of Security Company monitoring the site and any additional information required by the City.

Sample Mitigated Negative Declaration - MITIGATION MONITORING PROGRAM

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
IV. Biological Resources	**BR-1:** The project proponent shall ensure that the applicable MSHCP Local Development Mitigation Fee is paid to the City. The time of payment must comply with the City's Municipal Code (Chapter 3.40).	Developer	Prior to building permits	Less than significant
	BR-2: The project proponent shall ensure that burrowing owl clearance survey is performed not more than 30 days prior to project site disturbance (grubbing, grading, and construction). If any owls are identified, the most current protocol established by the California Department of Fish and Wildlife (Burrowing Owl Mitigation) must be followed.	Developer	Prior to grading and other ground disturbing activities	Less than significant
	BR-3: The project applicant shall ensure that the project site design and operations adhere to and incorporate the applicable Land Use Adjacency Guidelines established in the Coachella Valley Multiple Species Habitat Conservation Plan throughout project approvals.	Developer	Prior to grading and other ground disturbing activities	Less than significant
V. Cultural Resources	**CR-1:** If during the course of grading or construction, artifacts or other cultural resources are discovered, all grading on the site shall be halted and the applicant shall immediately notify the City Planner. A qualified archaeologist shall be called to the site by, and at the cost of, the applicant to identify the resource and recommended mitigation if the resource is culturally significant. The archaeologist will be required to provide copies of any studies or reports to the Eastern Information Center for the State of California located at the University of California Riverside and the Aqua Caliente Tribal Historic Preservation Office (THPO) for permanent inclusion in the Agua Caliente Cultural Register.	Planning Department Qualified Archaeologist	During grading and other ground disturbing activities	Less than significant
	CR-2: The applicant shall ensure that any excavations deeper than 10-15 feet shall be monitored by a qualified paleontological monitor. The monitor shall be prepared to quickly salvage fossils as they are unearthed to avoid construction delays, but must have the power to temporarily halt or divert grading equipment to allow for removal of abundant or large specimens.	Grading Engineer Planning Department Qualified Paleontologist	During grading and other ground disturbing activities	Less than significant
	CR-3: All fossils and associated data recovered during the paleontological monitoring shall be reposted in a public museum or other approved curation facility.	Planning Department Qualified Paleontologist	During grading and other ground disturbing activities	Less than significant
	CR-4: In the event that any human remains are discovered, the applicant shall cease all work and contact the Riverside County Coroner's Office and work shall not resume until such time that the site has been cleared by County Coroner and/or the Desert Hot Springs Police Department. The applicant shall also be required to consult with the Agua Caliente Tribal Historic Preservation Office (THPO).	Planning Department	During grading and other ground disturbing activities	Less than significant

Sample Mitigated Negative Declaration - ENVIRONMENTAL CHECKLIST

1. **Project Name:**

2. **Lead Agency Name and Address:**
   City of Desert Hot Springs
   65950 Pierson Boulevard
   Desert Hot Springs, California 92240

3. **Contact Person and Phone Number:**
   Rich Malacoff, AICP
   Acting Community Development Director
   760-329-6411

4. **Project Location:**

5. **Project Applicants' Name and Address:**

6. **General Plan Designation:** I-L Light Industrial

7. **Zoning Designation:** I-L Light Industrial

8. **Description of Project:** A Conditional Use Permit to construct a medical marijuana facility specifically for cultivation and processing. The facility would develop a 2-story building consisting of a small office, restroom, apartment for security and plant processing area and four (4) attached climate controlled greenhouses, located on a vacant and undeveloped 2.13-acre parcel.

9. **Surrounding Land Uses and Setting**: Surrounded on the north, south, east and west by scattered light industrial uses and vacant land. There is Open Space-Flood Ways to the north and west.

10. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):** None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less Than Significant With Mitigation Incorporated" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Geology / Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality
☐ Land Use / Planning	☐ Mineral Resources	☐ Noise
☐ Population / Housing	☐ Public Services	☐ Recreation
☐ Transportation /Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance

DETERMINATION

On the basis of this initial evaluation

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

_____ _____

Acting Community Development Director Date

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to the information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resource Board. Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resource Code section 122220(g)), timberland (as defined by Public Resource Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the exiting environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒
III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐
IV. BIOLOGICAL RESOURCES -- Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☒	☐
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☒	☐	☐
V. CULTURAL RESOURCES -- Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐
d) Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resource Code 21074?	☐	☐	☒	☐
e) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS -- Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
VII. GREENHOUSE GAS EMMISSIONS – Would the project:				
f) Generate greenhouse gas emissions either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
g) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐
IX. HYDROLOGY AND WATER QUALITY -- Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☒	☐
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☒	☐
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☒	☐
X. LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒
XI. MINERAL RESOURCES -- Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☒	☐
XII. NOISE – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. POPULATION AND HOUSING -- Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
XIV. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?	☐	☐	☒	☐
ii) Police protection?	☐	☐	☒	☐
iii) Schools?	☐	☐	☐	☒
iv) Parks?	☐	☐	☐	☒
v) Other public facilities?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒
XVI. TRANSPORTATION/TRAFFIC -- Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transits.	☐	☐	☒	☐
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the County Congestion Management Agency for designated roads or highways?	☐	☐	☒	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance of safety of such facilities.	☐	☐	☒	☐
XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☒	☐
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? (Cumulatively considerable means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Environmental Consulting Firms
Qualified by the City of Desert Hot Springs
To Perform On-Call Environmental Services

Respondent	Address	Contact	Telephone
Terra Nova Planning and Research	42635 Melanie Place, Suite 101 Palm, Desert, California 92211	Nicole Crist	760-341-4800
MSA Consulting	34200 Bob Hope Drive Rancho Mirage, CA 92270	Paul DePalatis	760-320-9811
ECORP Consulting	215 North 5th Street Redlands, CA 92373	Anne Surdzial	909-307-0046
Morse Planning Group	145 North C Street Tustin, CA 92780	Collette Morse	949-466-9283

June 2016

Sample Conditions of Approval

Administrative Conditions:

1. The approval for Conditional Use Permit xx-xx are subject to the one (1) year expiration provisions of the City's Zoning Ordinance, as provided in Section 17.92.070 and will expire on (date)

2. The applicant may request an extension of time for Conditional Use Permit xx-xx per the City's Zoning Ordinance Sections 17.92.100 and 17.76.090. Upon filing a time extension(s) at least 30 (thirty) days prior to expiration of the project the Planning Commission may grant said time extension for good cause not to exceed twelve (12) months.

3. Applicant/Developer shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, an/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the Applicant/Developer and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense.

4. All development on the Project Site shall be in compliance with all applicable provisions of the City's Municipal Code as well as all applicable provisions of the adopted Building and Fire Codes. All new construction shall obtain a building permit and comply with the requirements of the Planning, Building, and Fire Departments.

5. No Certificate of Occupancy (CofO) shall be granted until all Conditions of Approval have been completed and approved by the Planning, Engineering, Building, and Fire Departments unless otherwise identified herein. A Temporary Certificate of Occupancy (TCO) may be issued for a specific time period if a significant amount of issues have been resolved and there remains only minor issues that do not pose a threat to health & safety.

6. The development of the Project on the Project Site shall be in substantial compliance with the exhibits contained in the project file for Clonenetics Laboratories Cooperative Conditional Use Permit xx-xx as shown in Exhibit A, attached hereto and incorporated herein by this reference.

7. The final grading plan shall be in substantial conformance with the designs set forth in the hydrology report and site drainage design.

8. Within fifteen (15) days of final approval by the City Council, the Applicant/Developer shall submit in writing, a statement indicating that he/she has read and agrees to the conditions imposed herein. This authorization shall become void, and any privilege, permit, or other authorization granted under these entitlements <Insert Project Numbers> shall be deemed to have elapsed if compliance with this condition has not been undertaken within the specified time limits.

9. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.

10. The Applicant/Developer shall pay all established service, permit, impact, public art, and other applicable fees required by the City.

    Note: The Transportation Unified Mitigation Fee is collected by the City of Desert Hot Springs on behalf of the Coachella Valley Association of Governments. Questions on the calculation of this fee should be addressed to them at **(760) 346-1127**. The School District Fees are imposed by the Palm Springs Unified School District and questions should be addressed to them at **(760) 416-6159**

11. The Applicant/Developer shall deliver within 5 (five) working days after the appeal period to the Community Development Department a cashier's check, money order, or other acceptable form of payment made payable to "Riverside County" in the amount of $50 enable the City to file a Notice of Determination required pursuant to California Code of Regulations Section 15075. Any additional fees that may be attributed to the required filing of environmental documents shall be paid by the Applicant/Developer. If Applicant/Developer has not delivered to the Community Development Department the check as required above, the approval for the project granted shall be void by reason of failure of condition (Fish and Game Code Section 711.4(c)).

Planning Conditions:

12. The Applicant/Developer shall maintain the Project Site after the start of construction and until the Project is completed, free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days notice by certified mail, the Applicant/Developer does not comply with the before mentioned criterion, the City may either cancel building or grading permits and/or enter the Project Site with City staff and remove all subject violations, bill the Applicant/Developer and/or put a lien on the Project Site.

13. Wheel stops within the parking lot are prohibited unless required for ADA compliance.

14. All walls and trash enclosures shall have a decorative wall surface and a decorative cap that are consistent with the overall architecture of the project.

15. The use of rolled concrete on any exterior walls or trash enclosures is specifically prohibited.

16. Applicant/Developer shall construct a trash enclosure in location per the approved Site Plan. The trash enclosure shall be subject to the following:

    a. Enclosure shall be constructed of masonry block or concrete on a concrete pad. Gravel, compacted soil, or asphalt are not permitted for pad.
    b. Two metal gates or similar material painted to match the building and positioned to swing clear of the enclosure's front width.
    c. Gate pins shall be installed to hold gates open for integrity and safety
    d. The enclosure shall be designed to allow walk in access without having to open the service gate.
    e. A stress concrete apron shall extend a maximum of 13 feet from the trash enclosure pad the width of the enclosure opening to prevent damage to the asphalt paving caused by receptacle impact.
    f. The trash enclosure base shall be 6-inches of concrete over 2-inches aggregated base rock or the builder shall provide evidence that construction are engineered to withstand up to 20,000 lbs of direct force from a single truck axle.
    g. The trash enclosure shall have a trellis above the gates and enclosure to prevent unauthorized trash dumping into the bins. Said trellis shall be made of steel and painted to match the building trim colors to accentuate the enclosure.
    h. Each trash enclosure shall be properly maintained.
    i. The walls of the trash enclosure shall have a decorative cap.
    j. There shall be no outdoor storage of equipment or product.

17. Outdoor sales of sales of marijuana and marijuana products prohibited. Other types of activities or special events are prohibited unless the applicant has a Temporary Use Permit approved subject to the provisions of Section 17.136 of the Desert Hot Springs Municipal Code.

18. All new drain pipes shall be interior to the building. Exposed drain pipes are specifically prohibited.

19. All new drain terminations shall be from the Watts Drainage Product RD-940 or a product of equal value.

20. All breaker boxes, fire sprinkler risers, and utility conduits shall be interior to the building.

21. All new industrial development shall comply with Mission Springs Water District's Water Efficient Landscaping Guidelines (guidelines are available at www.mswd.org). This policy requires outdoor water conservation practices within MSWD's service area, specifically: (1) the creation of landscape plans featuring the use of California native desert friendly plants; and (2) the preparation of irrigation plans detailing water efficient irrigation technology systems (e.g., drip irrigation, evapotranspiration irrigation

controllers, etc.) appropriate to an arid desert climate.

Landscaping:

22. The applicant shall prepare a Final Landscape Construction and Irrigation Plan that is prepared by a licensed landscape architect subject to the following:

    a. Approval from the Planning Department
    b. Approval from Mission Springs Water District
    c. A plant landscape legend, including a specific symbol for each plant species used, size (i.e., caliper, gallon, box, or brown trunk height, and/or quantity) and whether it is deciduous or evergreen.
    d. Provide the total percentage of evergreen trees of all trees not including palm trees as evergreen.
    e. Clear indication where landscaping will be used to screen mechanical, electrical, and irrigation equipment.
    f. A detail showing planter design adjacent to walkways and driveways that is designed to prevent soil and/or decomposed granite from flowing onto walkways and driveways. There shall be a minimum two-inch vertical separation between the pavement and the soil.
    g. Plant and tree installation and staking details.
    h. Details on how vines will be attached to the structural elements.

23. Site landscaping shall comply with the City Guidelines and Water Conservation policies regardless of whether the items are illustrated on the Construction Landscape Plans:

    a. Plants and trees shall be primarily of drought tolerant species compatible with the desert environment.
    b. Projects shall minimize the use of turf.
    c. At least fifty percent (50%) of the trees shall be evergreen species.
    d. All trees in parking lots shall be centered between parking spaces to provide optimal shading.
    e. All single trunk trees shall be double staked and multi-trunk trees shall be staked appropriate to the species of tree.
    f. Arbor guards shall be installed around trees in turf areas.
    g. Projects located along major arterials and/or streets shall comply with the street tree requirements of the Design Guidelines.
    h. Planter areas shall be surrounded by a concrete mow strip or other hard surface.
    i. All ground-mounted equipment, such as mechanical, electrical, and irrigation equipment (backflow preventers), shall be located within a landscape planter. This equipment shall not be located within a turf area and shall not be visible from public view.
    j. Any drain that terminates in a planter shall have a splash guard.
    k. All palm trees shall have a brown trunk height of twenty (20) feet.
    l. The site shall have a maximum of twenty-five percent (25%) fifteen (15) gallon trees and all other trees shall be thirty-six (36) inch box or greater.
    m. All trees twenty-four (24) inch box or greater shall be verified as to size by the project planner who shall ensure that each tree has diameter of three (3) inches five (5) inches from the ground level. It is the responsibility of the contractor and/or

Applicant to make an appointment with the project planner to conduct this verification.

n. All changes of species made by the Mission Springs Water District shall have concurrent approval from the Community Development prior to final approval.

24. Parking spaces adjacent to any planter shall have a width totaling eleven (11) feet, or the landscape finger or planter curb be an extra foot wide to protect the landscaping.

25. All redwood headers are specifically prohibited from use on the project site.

26. All irrigation lines shall be located below ground with no surface exposure.

27. All mechanical equipment, either roof or ground mounted, and shall be screened from public view. All such equipment shall be fully screened by the roof structure, a parapet wall, appropriate ground mounted walls, berming, or landscaping. All walls shall architecturally match the building.

28. As per the Architectural and Landscape Review Committee (ALRC), chain link fencing shall only be allowed in areas not visible from public areas as defined by vehicular site studies (assuming 40 miles per hour) on San Jacinto Lane to be approved by the Community Development Department.

29. All parking and driveways shall have a hard surface to be approved by the Community Development prior to the issuance of a Building Permit.

Graffiti:

30. The Applicant/Developer shall keep the Project Site, clear of graffiti vandalism at all times. The Applicant/Developer shall contact the City's Graffiti Hot Line at 888-562-3822 within 48 hours of discovering the graffiti vandalism.

31. The Applicant/Developer and/or successor(s) shall apply (and maintain) a protective coating or graffiti resistant materials acceptable to the City's Public Works and/or Community Development Department, to provide for the effective and expeditious removal of graffiti on all exterior building elevations and/or project walls and/or replacement of defaced screening panels.

32. In the event there is a change in the name, address or telephone number of the responsible person(s), firm or company, the Applicant/Developer or successor shall notify the City within 48 hours, in writing, of the change and provide the City with the current contact information of responsible person(s), firm or company.

33. The Applicant/Developer and/or successor(s) in interest shall be responsible for the removal of any graffiti vandalism from the project site (exterior building surfaces and/or exterior walls/fences) within 48-hour after discovering the graffiti vandalism or receipt of notice from the City of the same. The Applicant/Developer shall contact the City's Graffiti Hot Line at 888-562-3822 within 48 hours of discovering the graffiti vandalism.

34. The Applicant/Developer and/or successor(s) in interest hereby agrees to allow the City and/or its agents to enter the property for the purpose of removing or painting over

graffiti vandalism, if the Applicant/Developer and/or successor(s) in interest fail to remove the reported graffiti vandalism within the 48 hours of discovering the graffiti or receipt of notice from the City.

35. In the event that Applicant/Developer and/or successor(s) in interest, fail to remove the graffiti vandalism within 48 hours, requiring the City and/or its agents to enter the Project Site for the purpose of removing or painting over graffiti vandalism the Applicant/Developer and/or successor(s) in interest shall release the City and/or its agents from any liability for property damage or personal injury. And shall reimburse to the City all costs associated with the removal of the graffiti vandalism.

36. The Applicant/Developer and/or successor(s) in interest shall include the aforementioned authorizations to enter the Project Site for the purpose of removing or painting over graffiti vandalism as part of authorization agreement to the satisfaction of the Community Development Department and the approval of the City Attorney, as to form.

37. The Applicant/Developer and/or successor(s) in interest shall, to the extent feasible, have designed a building structure visible from any public or quasi-public place in such a manner to consider prevention of graffiti, including, but not limited to the following:

    a. Use of additional lighting;
    b. Use of non-solid fencing;
    c. Use of landscaping designed to cover large expansive walls such as ivy or similar clinging vegetation; or
    d. Use of architectural design to break up long, continuous wall or solid areas.

Lighting:

38. The Applicant shall submit an exterior Lighting Plan in compliance with all relevant sections of the DHSMC; include a photometric analysis, to the City Planner for review and approval prior to issuance of a building permit. The Lighting Plan shall also identify the following:

    a. Exterior lighting shall be energy-efficient and shielded or recessed so that direct glare and reflections are contained within the boundaries of the Project Site, and shall be directed downward and away from adjoining properties and the public right-of-way.
    b. All lighting outdoor lighting including fixture shall direct lighting downward.
    c. The type of fixtures, including height, material, and color.
    d. The total height of all freestanding lighting fixtures shall not exceed 18 feet.
    e. That all concrete fixture bases will have a decorative finish. At a minimum, a trowel finish shall be provided.
    f. That the bolts connecting the light fixture to the base shall be covered.
    g. The lighting on-site shall provide 100-foot face recognition

39. Prior to the issuance of A Certificate of Occupancy the lighting shall be inspected by the Police Department and Community Development Department and requested changes for safety shall be implemented.

40. Applicant/Developer shall apply for a separate permit for any proposed signage, in accordance with the provisions of the City's Municipal Code.

41. Applicant/Developer shall adhere to the City's light standard and identify all light fixtures (wall mounted and pole lights) on the site plan.

42. The Planning and/or Police Departments may require additional lighting to prevent unintended dark spots prior to final occupancy.

43. Secluded or hidden interior corridors are strongly discouraged by the Planning and Police Departments. For uses utilizing said corridors, mitigation measures shall be required and may include increased lighting, security surveillance cameras, controlled access, on-site security guards or other mitigating measures deemed appropriate by the Police Department.

44. Prior to Occupancy the applicant shall submit a report to the Community Development on all hazardous or toxic substances being used on site.

45. The Plan Check set of plans shall identify all window frames, door frames, window type, doors, and provide description of all exterior materials.

46. The applicant shall file an evacuation plan in the event of an emergency with the Community Development Department that would that would detail how the building would be secured and how first responders would gain access.

47. In the event the City raises the maximum fence height to 7 or 8 feet this approval shall automatically allow any fence to become the maximum height allowed without returning to the Planning Commission.

Signs:

48. The applicant shall submit a Sign Permit to be approved by the staff to include the following:

    a. All signage for in-line tenants shall be channel letters.
    b. No sign shall have exposed raceways or conduits.
    c. All signage shall comply with the Desert Hot Springs Municipal Code.
    d. All signs that are removed shall be painted and patched immediately.

49. All signs shall be Underwriters Laboratories approved or the equivalent.

Site Development:

50. The project shall contain decorative pavement at the vehicular entrances to the site, to be approved by the Community Development Director, or his/her designee, prior to the issuance of a Building Permit.

Mitigation Negative Declaration Measures:

51. In order to comply with Mitigation Number One under Cultural Resources the applicant shall comply with the following: If any human remains are discovered, the Applicant shall cease all work and contact the Desert Hot Springs Police Department and the Riverside County Coroner's Office. Work shall not resume until such time that the site has been cleared by County Coroner and/or the Desert Hot Springs Police Department.

52. In order to comply with Mitigation Number Two under Cultural Resources the applicant shall comply with the following: If during the course of grading or construction, artifacts or other cultural resources are discovered, all grading on the site shall be halted and the Applicant shall immediately notify the Planning Department. A qualified archaeologist shall be called to the site by, and at the cost of, the Applicant to identify the resource and recommend mitigation if the resource is culturally significant. The archeologist will be required to provide copies of any studies or reports to the City and the Eastern Information Center for the State of California located at the University of California Riverside.

53. If paleontological resources are encountered during grading, ground disturbance activities shall cease immediately, so a qualified paleontological monitor can evaluate any paleontological resources exposed during the grading activity. Applicant/Developer shall hire a paleontological monitor and shall be responsible for payment of all related expenses. If paleontological resources are encountered, adequate funding shall be provided to collect, curate and report on these resources to ensure the values inherent in the resources are adequately characterized and preserved.

54. If during the course of grading or construction, artifacts or other cultural resources are discovered, all grading on the site shall be halted and the Applicant shall immediately notify the Planning Department. A qualified archaeologist shall be called to the site by, and at the cost of, the Applicant to identify the resource and recommend mitigation if the resource is culturally significant. The archeologist will be required to provide copies of any studies or reports to the City and the Eastern Information Center for the State of California located at the University of California Riverside.

55. In the event that any human remains are discovered, the Applicant shall cease all work and contact the Desert Hot Springs Police department and the Riverside County Coroner's Office. Work shall not resume until such time that the site has been cleared by County Coroner and/or the Desert Hot Springs Police Department.

Engineering Department:

56. Applicant/Developer shall pay the Five Thousand Dollars ($5,000.00) cost for the City's consultant to process annexation of the site into Community Facilities District No. 2010-1 and the City fee for processing the request, prior to the issuance of an occupancy permit.

57. Applicant/Developer shall file an improvement agreement with the engineering Department with security to guarantee completion of public improvements as follows:

a. A faithful performance security in an amount deemed sufficient by the City Engineer to cover up to 100% of the total estimated cost of all required improvements, including bonding requirements for grading as outlined in the Municipal Code.
b. A labor and material security to cover up to 50% of the total estimated cost of all required improvements.
c. If the required project improvements are financed and installed pursuant to special assessment proceedings, upon the furnishing by the contractor of the faithful performance and labor and material security required by the special assessment act being used, the City may reduce the improvement security of the Applicant/Developer by an amount corresponding to the amount of the security furnished by the contractor.
d. Notwithstanding the above, the Applicant/Developer may satisfy the requirement for security of certain improvements by providing proof that same has been posted with another public agency subject to the approval of the City Engineer.

58. Security may be one of the following types subject to the approval of the City Engineer and City Attorney as to form:

a. Bonds - All bonds shall be executed by a surety company authorized to transact business as a surety, and have an agent for service in California, together with an acceptable policy holder's rating. The bond(s) shall contain the nearest street address of the institution providing the bond(s).
b. Cash Deposits - In lieu of the faithful performance and labor and material bonds, the developer may submit cash deposits or negotiable bonds of a kind approved for securing deposits of public monies under the conditions hereinafter described.
c. Disbursements from cash deposits shall be made in compliance with a separate agreement between the developer and the City. A bookkeeping fee of 1% of the total amount deposited with the City for each cash deposit shall be submitted with each security. Disbursements from a cash deposit in any instance shall not be permitted unless and until authorized in writing by the City Engineer.

59. All improvement agreements shall be approved by the City Council and the City Attorney.

Grading:

60. If changes to the grading or street improvements are anticipated, then the changes may be made to the existing grading plans within the City's plan change process. Modifications to the existing submittals i.e. PM-10, hydrology, WQMP etc must be submitted and approved by the City.

61. Applicant/Developer shall submit an owner-and contractor-signed PM10 Dust Control Implementation Plan in accordance with the standards and codes of the City and the South Coast Air Quality Management District (SCAQMD). Plans shall be submitted for review and approval by the Public Works Department prior to the issuance of any grading and/or applicable building permits. Any site that is greater than 10 acres shall concurrently process a PM10 Dust Control Implementation Plan with the SCAQMD. For further information contact the SCAQMD at:

South Coast Air Quality Management District (SCAQMD)
21865 Copley Drive
Diamond Bar, CA 91765
(800) CUT-SMOG (288-7664)
www.aqmd.gov

62. Applicant/Developer shall comply with the National Pollution Discharge Elimination System (NPDES) requirements per the California Regional Water Quality Control Board (RWQCB) regulations. The Applicant/Developer shall submit a Project Specific Stormwater Pollution Prevention Plan (SWPPP) to comply with the California General Permit for Stormwater Discharges Associated with the Construction Activity, prior to the issuance of a grading permit. For projects larger than 1 acre, the Applicant/Developer shall obtain all required permits from the California Regional Water Quality Control Board (RWQCB) and submit a copy of the Notice of Intent (NOI) and the Waste Discharge Identification Number (WDID#) to the City's Public Works Department prior to the issuance of the any grading permit.
For further information contact the RWQCB at:

California Regional Water Quality Control Board (RWQCB),
Colorado River Basin Region,
73-720 Fred Waring Drive #100
Palm Desert, CA 92260
(760) 346-7491
www.waterboards.ca.gov/colorariver

63. The Applicant/Developer/Contractor shall comply with section 8.08 Recycling and Diversion of Waste from Construction and Demolition of the Municipal Code and file a Plan with the City's Building Department prior to the start of any construction.

64. No nuisance water shall escape the site onto public streets.

65. The Applicant/Developer shall provide on-site storm water retention basin(s) or system(s) designed to the satisfaction of the City Engineer. Each retention basin shall include a sufficient number of underground vertical drywells designed to eliminate standing water in the basin. The retention basin shall be sized to retain all post-development storm water runoff within the limits of the project based on a 100-year storm event of 24-hour duration and shall completely drain/percolate any storm event within 72 hours. All upstream runoff from adjacent properties that has historically been directed onto the proposed project may be considered to pass through the project with the exception of historical retention that occurred on-site. The retention basin shall be designed with a maximum depth of 5 feet and maximum side slopes of 3:1 and shall not be used for purposes other than for the collection of storm water, nuisance water and well blow-off water.

    a. Any other facilities required in the drainage/hydrology study shall be designed and installed as detailed in Section 15.68, Flood Plain Management, and Section 15.72 Floodplain Construction of the Desert Hot Springs Municipal Code.
    b. All retention basins/systems shall be located on site; off-site retention basins/systems are specifically prohibited.
    c. Retention Basin Vehicular Access - Vehicular access shall be provided for maintenance of the retention basins to the satisfaction of the City Engineer. The City Engineer shall determine the need and/or design of such access. The grading of a "road" to the bottom

shall comply with health and safety standards and shall meet the requisite design requirements including geometries and capacity of the basin(s). Maintenance of retention basins and drainage system shall be the responsibility of the Applicant / property owner / operator

66. The design of the on-site grading, street improvements and the storm drainage improvements shall be coordinated with all adjacent projects to the satisfaction of the City Engineer.

67. Applicant/Developer shall prepare and submit a Project Specific Preliminary and Final Water Quality Management Plans pursuant to the Whitewater River Region Water Quality Management Plan for Urban Runoff.

68. Federal Emergency Management Act (FEMA) Elevation Certificate shall be provided to the Building Department prior to issuance of a grading permit, and shall be resubmitted "as constructed" prior to final grading signoff

Street Improvement:

69. At no time shall any adjacent streets for the project be allowed to be used for construction staging, storage or other such construction related activities. Access by heavy equipment shall be limited to the minimum number of trips essential to completing the construction. Any damage to the existing public roadways, sidewalks or other infrastructure shall be repaired or replaced by the Applicant's contractor at his own expense, as directed by the Public Works Director.

70. All project associated sidewalks, ramps, and landings shall be compliant with the Americans with Disability Act.

71. All street improvements including the energizing of street lights and installation of irrigation and landscaping along:

    a. San Jacinto Lane shall be constructed and accepted by the City Public Works Department prior to the issuance of occupancy.

72. All project streets shall be maintained as private streets until such a time as they are fully improved to City Standards and accepted by the City Council.

<u>Police Department:</u>

73. The Applicant/Developer shall comply with all applicable federal, state and City laws and regulations.

74. The Applicant/Developer shall incorporate all aspects of Crime Prevention through Environmental Design for visual surveillance, access control and territorial reinforcement.

75. Every area of the proposed development must be visible either from the street or from the structure. Unavoidable dead spaces or hidden/secluded areas require additional mitigating measures which may include increased lighting, hostile landscaping, security surveillance cameras, perimeter fencing and/or security gates, on-site security guards or other mitigating measures deemed appropriate by the Police Department.

76. Applicant/Developer shall adhere to the City's light standard and identify all light fixtures (wall mounted and pole lights) on the site plan.

77. Lighting shall provide face recognition at 100 feet.

78. The Police Department may require additional lighting to prevent unintended dark spots prior to final occupancy.

79. Secluded or hidden interior corridors are strongly discouraged by the Police Department. For uses utilizing said corridors, mitigation measures shall be required and may include increased lighting, security surveillance cameras, controlled access, on-site security guards or other mitigating measures deemed appropriate by the Police Department.

80. Applicant/Developer shall trim or prune existing trees that will be retained along San Jacinto Lane to provide improved visibility into the landscaped area at the rear of the building and/or provide alternate source of surveillance such as video cameras.

Fire Department:

81. The Applicant shall submit tenant improvement plans, fire sprinkler plans, and fire alarm plans to Riverside County Fire Department and Building Department for the City of Desert Hot Springs reflecting the change in occupancy classification and use.

Mission Springs Water District:

Water service is currently being provided to the proposed project and is subject to the following conditions of service:

82. Per the provided site plan, a dedicated irrigation meter shall be required due to the square footage of the landscaped area. If the City of Desert Hot Springs requires submission of a landscape plan through MSWD the Applicant/Developer shall prepare and submit Landscape Plans in accordance with the latest version of the *Mission Springs Water District's Water Efficient Landscaping Guidelines* (guidelines are available at www.mswd.org).

83. The existing ¾" commercial water service and backflow preventer may not be adequate for the cultivation purposes. The Developer's engineer shall provide flow calculations to justify the required meter size.

84. The Applicant/Developer shall apply for water service and submit payment for all MSWD's fees, charges, and deposits. All fees are subject to change due to the actual time of application for services from the MSWD.

85. Installation of additional fire services capacity may be required per Riverside County Fire Department. Should this be the case, MSWD Standards require a double check detector assemble (DCDA as the minimum requirement at any point of connection. The design engineer shall submit hydraulic calculations to the MSWD indicating the availability of the required fire flow as determined by the Riverside County Fire Marshal. These required fire flows as determined by the Riverside County Fire Marshal. These requirements shall also conform to the District's maximum velocity rates as described in MSWD's Developer Design Guidelines.

86. MSWD requires having all of its public facilities in the public right-of-way or recorded and dedicated easements and any required documents shall be required prior to final approval (as applicable).

87. The Applicant/Developer shall comply with all the District standards and conditions and have final approval of all design plans by the District Engineer or his/her designee, and the District General Manager.

Sewer Service:
Sewer service is not currently available for this project.

Building Department

88. Project shall comply with the 2014 California Building Standards Code (Title 24, California Code of Regulations) and other adopted City Ordinances which include the following:

    a. CA Building Code
    b. CA Plumbing Code
    c. CA Mechanical Code
    d. CA Electrical Code
    e. CA Fire Code
    f. CA Green Building Standards Code
    g. CA Energy Code

89. As applicable, automatic fire sprinkler systems shall be installed in all new construction as per Chapter 9 of the California Building code and per City Ordinance. Design and type of system shall be based upon the requirements of the California Building Code, the California Fire Code and the requirements of the Fire Department.

90. The requirements of the Department of Environmental Health Services and the Air Quality Management District shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.

91. Any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project shall obtain a Temporary Use Permit and comply with the City of Desert Hot Springs requirements.

92. All perimeter/boundary walls shall be designed and constructed so that the outer/exterior face of the wall is as close as possible to the property line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the property line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case-by-case basis for extenuating circumstances.

93. All property lines, easement lines, etc. shall be located and/or relocated in such a manner as to not cause any existing structure to become non-conforming with the

requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.

Signs:

94. All signs shall be Underwriters Laboratories approved or the equivalent.

95. Permits issued by the Building Department are required prior to the removal and/or demolition of structures.

96. All exterior lighting shall be orientated, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

97. Prior to any building inspection, the following information shall be submitted to the Building Department:

    a. A Pad Certification from the civil engineer of record that certifies the pad elevation is consistent with the approved grading plan;
    b. A Form Certification from the civil engineer of record that certifies the building concrete forms have been placed to conform with the required setbacks as per the approved site/grading plan; and
    c. A compaction Report from a geotechnical testing firm that certifies the site has been compacted to comply with the approved soils/geotechnical report.

98. If hazardous substances are used and/or stored, a technical opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials may be required. This report shall be prepared by a qualified person, firm, or corporation and submitted to the Building Department. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.

Mission Springs Water District
66575 Second Street, Desert Hot Springs, CA 92240 • www.mswd.org • p 760.329.5169 • f 760.329.2482

City of Desert Hot Springs
Medical Marijuana Cultivation Workshop
February 11, 2016

MSWD Contact Information:

Danny Friend
Email: dfriend@mswd.org
Engineering Projects Manager
Ph. No.: (760) 329-5169 ext. 149

Theresa Murphy
Email: tmurphy@mswd.org
Engr. Admin. Assistant
Ph. No.: (760) 329-5169 ext. 126

Mike Platt (presenter)
Email: mplattconsulting@gmail.com
Consultant
Ph. No.: (760) 329-5169 ext. 142

The most effective method of communication is email. For all questions regarding cultivation projects in the MSWD service area, please address your email to Mike Platt (include Danny Friend and Theresa Murphy on all emails). Please provide specific details about project or parcel, i.e. name, APN, etc.

General Information:

For information regarding MSWD Standard Drawings, Design Guidelines, and water and sewer fees please go to our website at www.mswd.org.

On the home page of our website please select "Engineering Services" in the navigation pane (left hand side of page). Once directed to the engineering page you will find separate links for the items listed above.

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

Customer/Project Information Sheet

Date Received by SCE: _____

Individual or Business Name: (Customer / Developer – Tract DBA or LLC)		
Address:	Email Address:	
City:	State:	Zip Code:
Attn:	Phone No:	
Legal Contact: (Individual responsible for signing contracts, paying fees and receiving potential refunds)	Phone No:	
Address:	Email Address:	
City:	State:	Zip Code:
Primary Field / Site Superintendent / Job Contact:		
Relationship to Project:	Phone No:	
E-mail Address:	FAX No:	
Project Address:		
City:	State:	Zip Code:
TG Map # or GPS	Major Cross Street:	

Detailed Project Information

Residential: ☐	**Commercial:** ☐	**Industrial:** ☐	**Agricultural:** ☐
Overhead: ☐	Underground: ☐	Tract:	Lot(s):
Is this project subject to Buy America Compliance? Yes ☐ No ☐		Temporary Service Required: Yes ☐ No ☐	
Approximate start work date for SCE crews:		Your Construction Start Date:	
Approximate date you would like the job completed and energized:			
Scope of Project:			
Solar or Generation Equipment to be installed (If yes, please attach additional descriptions/specifications): ☐ Yes ☐ No			
Electric Vehicle: ☐ Charge Station ☐ Plug-In Electric Vehicle (PEV)			
Panel Size (amps):		Service Voltage/Phase:	
Total Tons of A/C:	Total # of A/C Units:	Largest A/C Unit (tons):	
Total HP of Pumps:	Total # of Pump Units:	Largest Pump (HP):	
Installing Gas or Electric:	Heater:	Water Heater:	Range:
Square Footage of Buildings (if multiple buildings give all footages): *Homes over 6000 sq ft larger lots require a Load Schedule. Please contact your electrician for assistance.*			

Print Form

REQUEST FOR METHOD-OF-SERVICE STUDY

Your Method-of-Service Study request will be processed after this form is completed in its entirety and returned to Southern California Edison (SCE) along with required deposits. SCE's guidelines for Electric Service Requirements (ESR) are available on SCE's website at http://www.sce.com/AboutSCE/Regulatory/distributionmanuals/esr.htm

CUSTOMER INFORMATION

CUSTOMER NAME: _____ PHONE NO: _____

FACILITY LOCATION/ADDRESS: _____ FAX NO: _____

CITY: _____ ZIP CODE: _____ COUNTY: _____

MAILING/BILLING ADDRESS: _____ ZIP CODE: _____

CITY: _____ STATE: _____

CONTACT PERSON: _____ PHONE NO: _____

TITLE: _____ FAX NO: _____

ADDRESS (if different from above): _____ E-MAIL: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ALTERNATE CONTACT PERSON: _____ PHONE NO: _____

TITLE: _____ FAX NO: _____

ADDRESS (if different from above): _____ E-MAIL: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Application is for: ◯ NEW FACILITY
◯ EXISTING FACILITY

Please describe the reason for the request (Provide separate attachment if needed) : _____

_____

_____

If existing, does SCE need to move or remove existing facilities to accommodate this project? ◯ YES ◯ NO

Describe facilities to be moved or removed: _____

_____

PROJECT STATUS: ☐ Conceptual ☐ PEA Development ☐ Draft EIR/EIS Review ☐ Final EIR/EIS Review ☐ Construction

CUSTOMER IN-SERVICE AND OPERATING DATE: _____

FACILITIES INFORMATION

TYPE OF BUSINESS:

Provide facility configuration and layout: _____

TYPE OF SERVICE:

Desired voltage? ☐ Primary (12 kV or 16 kV) ☐ Sub-transmission (66 kV or 115 kV) ☐ Transmission (220 kV)

Do you require redundancy? ◯ YES ◯ NO

Do you require back-up service? ◯ YES ◯ NO Please specify: _____

Does customer desire SCE to install distribution facilities beyond the metering point? ◯ YES ◯ NO

REQUEST FOR METHOD-OF-SERVICE STUDY

FACILITIES INFORMATIONS Cont...

TRANSFORMER DATA (if applicable):

New required transformer will be provided by: ◯ SCE ◯ Customer

Transformer Manufacturer:

Transformer Rated Voltage: HV LV

Transformer Impedance: % on kVA Base

Transformer Type: Single Phase Three Phase Size: kVA

If Three Phase:

Primary: kV Delta Wye Wye Grounded

Secondary: kV Delta Wye Wye Grounded

ELECTRICAL LOAD:

APPLICANT DESIGN OPTION FOR
DISTRIBUTION AND/OR SERVICE EXTENSIONS
LETTER OF AUTHORIZATION

TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE)

Applicant understands that for facilities designed in accordance with SCE's Rules 13, 15, and/or 16, the Applicant can elect:

Option (1) SCE to design the distribution and/or service extension; or
Option (2) A Competitive Bidding Procedure for the distribution and/or service extension design.

Under **Option (1)** above, SCE completes the project design. SCE's design costs are included in the total project cost to serve subject to refund / allowance. Under **Option (2)** above, Competitive Bidding, Applicant shall receive a bid amount from SCE and secure Competitive Bids from Qualified Designers for the *design* of the distribution and/or service extension. The SCE bid amount provided will be used as the job-specific cost estimate for design services. Either SCE or a Qualified Designer can design the distribution line and/or service extension under Option (2). The Applicant should have a thorough understanding of the Applicant Design Terms and Conditions prior to choosing Option (2) – Competitive Bid. Copies are available upon request.

If Applicant elects SCE to design the distribution and/or service extension and then later secures a third-party Qualified Designer under Option (2) Competitive Bidding, Applicant shall pay to SCE any and all costs incurred by SCE for design work already performed as a result of Applicant originally requesting SCE's design.

Regardless of the design option chosen, all speculative projects are subject to the advance collection of engineering fees.

Applicant understands the above Options and hereby elects the following by initialing the Option selected:

_____ Option (1) Design by SCE

_____ Option (2) Competitive Bidding for Applicant Design

The elected Option is for the distribution line and/or service extension to be located at and/or described as follows:

Applicant understands that by signing below, additional charges may apply if SCE incurs interim design costs as a result of Applicant first electing Option (1) and subsequently securing a third-party Qualified Designer and electing Option (2).

Applicant (Print or Type)	Title (Print or Type)
Signature	Date

SAMPLE DEVELOPMENT AGREEMENT TEMPLATE

RECORDING REQUESTED BY
CITY OF DESERT HOT SPRINGS
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383 - Benefits City)
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF DESERT HOT SPRINGS
ADDRESS:
SPACE ABOVE THIS LINE FOR RECORDERS USE
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND
_____

ARTICLE 1. PARTIES AND DATE.

This Development Agreement ("Agreement") is dated , 2015 for references purposes only and is entered into between (i) the City of Desert Hot Springs ("City"), a California municipal corporation, and (ii) ("Owner"), a [corporate status]. This Agreement shall become effective on the Effective date defined in Section 3.1.10 below.

ARTICLE 2. RECITALS.

2.1 WHEREAS, the City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Government Code Section 65864, *et seq*.; and

2.2 WHEREAS, the City has adopted rules and regulations for consideration of development agreements pursuant to Government Code Section 65865, and as further set forth in DHSMC Section ___; and .

2.3 WHEREAS, the Owner voluntarily enters into this development agreement. After extensive negotiations and proceedings have been taken in accordance with the rules and regulations of the City, Owner has elected to execute this Agreement as it provides Owner with important economic and developmental benefits; and

2.4 WHEREAS, this Agreement and the Project are consistent with the City's General Plan and Zoning Code and applicable provisions of the Riverside County's Zoning Map as of the Effective Date; and

2.5 WHEREAS, all actions taken and approvals given by the City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

2.6 WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for

which development agreements authorized under Government Code Sections 65864 *et seq*. are intended; and

2.7 WHEREAS, on the City Council of the City of Desert Hot Springs ("City Council") approved the ordinance approving and adopting this Agreement; and

2.8 WHEREAS, in implementation of the promulgated state policy to promote private participation in comprehensive planning and to strengthen the public planning process and to reduce the economic risk of development, the City deems the implementation of this Agreement to be in the public interest and intends that the adoption of this Agreement be considered an exercise of the City's police powers to regulate the development of the Property during the term of this Agreement; and

2.9 WHEREAS, this Agreement is consistent with the public health, safety and welfare needs of the residents of the City and the surrounding region. The City has specifically considered and approved the impact and benefits of the development of the Property in accordance with this Agreement upon the welfare of the region; and

2.10 WHEREAS, Owner intends to develop a Marijuana Cultivation Facility pursuant to DHSMC Chapter ___ and all applicable state laws, rules, and regulations; and .

ARTICLE 3. GENERAL TERMS.

3.1 Definitions and Exhibits. The following terms when used in this Agreement shall be defined as follows:

3.1.1 "Agreement" means this Development Agreement.

3.1.2 "City" means the City of Desert Hot Springs, a California municipal corporation.

3.1.3 "Days" mean calendar days unless otherwise specified.

3.1.4 "Dedicate" means to offer the subject land for dedication and to post sufficient bonds or other security if necessary for the improvements to be constructed including, but not limited to: grading, the construction of infrastructure and public facilities related to the Project whether located within or outside the Property, the construction of buildings and structures, and the installation of landscaping.

3.1.5 "Development" includes the right to maintain, repair or reconstruct any private building, structure, improvement or facility after the construction and completion thereof; provided, however, that such maintenance, repair, or reconstruction take place within the term of this Agreement on parcels subject to it.

3.1.6 "Development Approvals" means all permits, licenses, and/or other entitlements for the Development of the Property, including any and all conditions of approval, subject to approval or issuance by the City in connection with Development of the Property including:

(i) General Plan amendments;
(ii) Zoning;
(iii) Tentative and final subdivision and parcel maps;
(iv) Conditional use permits;
(v) Design review approvals;
(vi) Site Plan
(vii) Demolition, grading and building permits; and

(viii) Any environmental approvals and certifications.
"Development Approvals" specifically include this Agreement.

3.1.7 "Development Exactions" mean, except as otherwise provided in this Agreement, all exactions, in lieu of fees or payments (including, but not limited to, capital facilities fees, and service connection fees), Dedication, or reservation of land requirements, obligations for on-site or off-site improvements or construction requirements of a type not normally regarded as subdivision improvements (i.e., those having a nexus to the particular subdivision), or impositions made under other rules, regulations, or official policies of the City or in order to make a project approval consistent with the City's General Plan, including without limitation, any requirements of the City in connection with or pursuant to any Land Use Regulation or Development Approval for the development of land, and the construction of improvements for public facilities. Development Exactions shall not include filing fees or other Processing Fees.

3.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property for the Project, as modified and supplemented by Subsequent Development Approvals.

3.1.9 "DHSMC" means the City of Desert Hot Springs DHSMC.

3.1.10 "Effective Date" means the date on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the Ordinance adopting and approving this Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed by all affected parties (if applicable) and attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

3.1.11 "Existing Development Approvals" means all Development Approvals approved or issued prior to or on . Existing Development Approvals include the approvals incorporated herein as Exhibit B and all other approvals which are a matter of public record prior to or on .

3.1.12 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date after . Existing Land Use Regulations include all regulations that are a matter of public record on _____ as they may be modified by the Existing Development Approvals. Alternatively, at the written election of the Owner, or all Owners if more than one, the phrase "Existing Land Use Regulations" means all Land Use Regulations in effect on the date after specified in the notice of election to City. Notwithstanding the foregoing, Existing Land Use Regulations include the regulations set forth in AB 266 and AB 243. In the event AB 266 and AB 243 are not duly enacted and do not become operative, Owner shall not be required to comply with the regulations set forth in AB 266 and AB 243.

3.1.13 "Land Use Regulations" means all ordinances, resolutions and codes adopted by the City governing the development and use of land, including the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property. "Land Use Regulations" do not include any City or City-agency ordinance, resolution or code governing any of the following:

(i) The conduct, licensing or taxation of businesses, professions, and occupations;
(ii) Taxes and assessments of general application upon all residents of the City;
(iii) The control and abatement of nuisances;

(iv) The granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
(v) The exercise of the power of eminent domain; and

3.1.14 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender and its successors-in interest.

3.1.15 “Owner” means , a and it's permitted successors in interest to all or any part of the Property.

3.1.16 “Processing Fees” means the normal and customary application, filing, plan check, permit fees for land use approvals, design review, tree removal permits, building permits, demolition permits, grading permits, and other similar permits and entitlements, and inspection fees, which fees are charged to reimburse the City’s expenses attributable to such applications, processing, permitting, review and inspection and which are in force and effect on a general basis at such time as said approvals, permits, review, inspection or entitlements are granted or conducted by the City.

3.1.17 “Project” means the Development of the Property contemplated by the Development Plan, as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement. The Project shall consist of this Development Agreement, the Development Plans, any and all entitlements licenses, and permits related to the Project, any and all licenses.

3.1.18 “Property” means the real property described on Exhibit C and shown on Exhibit D, both attached hereto and incorporated herein by this reference.

3.1.19 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to the Owner under this Agreement and reserved to the City as described in Section 4.4.

3.1.20 “Subsequent Development Approvals” means all ministerial Development Approvals required subsequent to the Effective Date in connection with development of the Property, including without limitation, subdivision improvement agreements that require the provision of bonds or other securities. Subsequent Development Approvals include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the grading, construction, marketing, use and occupancy of the Project within the Property at such times and in such sequences as Owner may choose consistent with the Development Plan and this Agreement.

3.1.21 “Subsequent Land Use Regulations” means any Land Use Regulations defined in Section 4.6 that are adopted and effective after the Effective Date of this Agreement.
Other initially capitalized terms appearing in this Agreement shall have the meaning given to them at the point at which they first appear.

3.2 Exhibits. The following documents are attached to and, by this reference, made part of this Agreement:

Exhibit A – Conditions of Approval.
Exhibit B – Existing Development Approvals.
Exhibit C -- Legal Description of the Property.
Exhibit D – Map showing Property and its location.
Exhibit E – Form of Annual Monitoring Plan.
Exhibit F – Performance Schedule.

3.3 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Subject to the Owner's receipt of all Development Approvals relative thereto, the Development of the Property is hereby authorized and shall, except as otherwise provided in this Agreement, be carried out only in accordance with the terms of this Agreement and the Development Plan. In the event of conflict or uncertainty between this Agreement and the Development Plan, the provisions of the Development Plan shall control.

3.4 Ownership of Property. The Owner represents and covenants that it has a legal or equitable interest in the Property, which has a common address of ___and an Assessor's Parcel Number of ____, and is more particularly described in Exhibit "C", attached hereto and incorporated herein.

3.5 Term. The parties agree that the Term of this Agreement shall be ten (10) years commencing on the Effective Date subject to the extension and early termination provisions described in this Agreement. Upon termination of this Agreement, this Agreement shall be deemed terminated and of no further force and effect without the need of further documentation from the parties hereto, provided, however, that this termination shall not affect any right or duty arising from the entitlements or approvals for the Project or the financial obligations of Owner or its assignees and successors in interest agreed to by the parties or approved concurrently with, or subsequent to, the Effective Date or as otherwise provided in this Agreement.

3.5.1. Term Extension. This Agreement may be extended for one (1) additional five (5) year period following the expiration of the initial ten (10) year term upon the occurrence of all of the following:

(i) The Owner shall give written notice to the City no later than one hundred twenty (120) days before the expiration of the initial ten (10) year term that the Owner desires to extend this Agreement for the additional five (5) year period;

(ii) At the time of the notice described in 3.5.1(i) above, the Owner shall have applied for and obtained a certificates of occupancy for at least __% of the Project;

(iii) At the time of the notice described in (i) above, there is no hearing pending under Article 8; provided, however, that the term of this Agreement shall be extended during and for the period of the pendency of any hearing (including any continuances or extensions thereof) conducted under Article 8, if at the conclusion of that hearing, it is determined that the Owner was not in breach of this Agreement; and

(iv) The Owner shall not be in default of any provision of any agreement between City and Owner relative to the Development of the Property or of any condition of approval imposed upon any entitlement granted by the City relative to the Development of the Property for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such default within thirty (30) days, if and as provided by such other agreement or condition of approval.

(v) The City finds that extending the agreement will be in the public interest.

3.6 Amendment or Cancellation of Agreement. This Agreement may be amended, modified or canceled in whole or part only by the following means:

(i) Pursuant to Government Code Section 65869.5, as necessary to comply with state or federal laws or regulations enacted after the Effective Date; provided, however, that this Agreement shall remain in full force and effect to the extent the remaining provisions are not inconsistent with such laws or regulations and to the extent such laws or regulations do not render the remaining provisions of this Agreement impractical to enforce; or

(ii) By mutual written consent of both the City and the Owner pursuant to Government Code Section 65868, following all required public notices and hearings and City Council approval.

3.7 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

(i) Expiration of the term of this Agreement as set forth in Section 3.5;

(ii) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement;

(iii) The adoption of a referendum measure pursuant to Government Code Section 65867.5 overriding or repealing the Ordinance;

(iv) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by the City or other applicable public agency of all required dedications and improvements; or

(v) The entry of a final judgment (or a decision on any appeal there from) voiding the City's General Plan or any element thereof, which judgment or decision would preclude development of the Project, but only if the City is unable to cure such defect in the General Plan or element within one hundred and eighty (180) days from the later of entry of final judgment or decision on appeal.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination, or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination, or with respect to any obligations which are specifically set forth as surviving this Agreement.

3.8 Notices.

3.8.1 Notice Defined. As used in this Agreement, notice includes, without limitation, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

3.8.2 Written Notice and Delivery. All notices shall be in writing and shall be considered given:

(i) when delivered in person to the recipient named below; or

(ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or

(iii) on the date of delivery shown in the records of the delivery company after delivery to the recipient named below; or

(iv) on the date of delivery by facsimile transmission to the recipient named below if a hard copy of the notice is deposited in the United States mail, postage prepaid, addressed to the recipient named below. All notices shall be addressed as follows:

If to the City:
Martin Magaña, City Manager
65-950 Pierson Blvd.
Desert Hot Springs, Ca 92240

If to the Owner:
[insert]

With Copies to:
[insert]

3.8.3 Address Changes. Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3.9 Validity of this Agreement. The Owner and the City each acknowledge that neither party has made any representations to the other concerning the enforceability or validity of any one or more provisions of this Agreement.

ARTICLE 4. DEVELOPMENT OF THE PROPERTY.

4.1 Right to Develop. The Owner shall, subject to the terms of this Agreement, have a vested right, but not the obligation, to develop the Property with a medical marijuana cultivation facility in accordance with and to the extent of the Development Plan, subject to the Reservations of Authority. The Property shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan.

Except as otherwise provided in this Section 4.1, the permitted uses of the Property, the density and intensity of use, the lot area standards, the maximum height and size of proposed buildings, and provisions for reservation and Dedication of land for public purposes and other terms and conditions of Development applicable to the Property shall be those set forth in the Development Approvals.

4.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided by this Agreement, the rules, regulations and official policies and conditions of approval governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement, occupancy and construction standards and specifications applicable to development of the Property shall be the Development Plan. Provided, however, that in approving tentative subdivision maps, the City may impose ordinary and necessary dedications for rights-of-way or easements for public access, utilities, water, sewers and drainage, having a nexus with the particular subdivision; provided, further, that the City may impose and will require normal and customary subdivision improvement agreements and commensurate security to secure performance of the Owner's obligations there under.

4.3 Changes to Project. The parties acknowledge that changes to the Existing Project or Development Approvals may be appropriate and mutually desirable. City shall act on such applications, if any, in accordance with the Existing Land Use Regulations, subject to the Reservations of Authority, or except as otherwise provided by this Agreement. If approved, any such change in the Existing Development Approvals shall be incorporated as an addendum to Exhibit B, and may be further changed from time to time as provided in this Section 4.3. This Agreement shall not prevent the City, in acting on such application(s) from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent the City from denying or conditionally approving the application based on the Existing Land Use Regulations, the Development Plan or any Subsequent Land Use Regulation not in conflict with the Development Plan. The granting of one such change shall not obligate the City to grant other similar changes.

4.4 Reservations of Authority. Any other provision of this Agreement to the contrary notwithstanding, the Development of the Property shall be subject to subsequently adopted ordinances, resolutions ("Subsequent Land Use Regulations" or sometimes referred to as "Reservation of Authority") on the following topics:

(i) Processing Fees imposed by the City to cover the estimated or actual costs to the City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, which fees are charged to reimburse the City's lawful expenses attributable to such applications, processing, permitting, review and inspection and which are in force and effect on a general basis at such time as said approvals, permits, review, inspection or entitlement are granted or conducted by the City.

(ii) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
(iii) Regulations governing engineering and construction standards and specifications including, any and all uniform codes adopted by the State of California and subsequently adopted by the City.
(iv) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety; provided, however, the following shall apply:

(a) That to the extent possible, such regulations shall be applied and construed so as to provide the Owner with the rights and assurances provided in this Agreement; and
(b) That such regulations apply uniformly to all new development projects of the same uses within the City.

(v) Regulations that do not conflict with the Development Plan. The term "do not conflict" means new rules, regulations, and policies which: (a) do not modify the Development Plan, including, without limitation, the permitted land uses, the density or intensity of use, the phasing or timing of Development of the Project, the maximum height and size of proposed buildings on the Property, provisions for Dedication of land for public purposes and Development Exactions, except as expressly permitted elsewhere in this Agreement, and standards for design, development and construction of the Project; (b) do not prevent Owner from obtaining any Subsequent Development Approvals, including, without limitation, all necessary approvals, permits, certificates, and the like, at such dates and under such circumstances as the Owner would otherwise be entitled by the Development Plan; or (c) do not prevent Owner from commencing, prosecuting, and finishing grading of the land, constructing public and private improvements, and occupying the Property, or any portion thereof, all at such dates and schedules as Owner would otherwise be entitled to do so by the Development Plan; or (d) those Regulations which are in conflict with the Development Plan but the Owner has given written consent to the application of such regulations to Development of the Property.
(vi) The City shall not be prohibited from applying to the Development new rules, regulations and policies that do not affect permitted uses of the land, density, design, public improvements (including construction standards and specifications) or the rate of development of the Development, nor shall the City be prohibited from denying or conditionally approving any subsequent development project application on the basis of such existing new rules, regulations and policies.

4.5 Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of the City possess authority to regulate aspects of the development of the Property separately from or jointly with the City, and this Agreement does not limit the authority of such other public agencies. The City shall reasonably cooperate with other public agencies processing Development Approvals for the Project.

4.6 Tentative Subdivision Map Extension. The term of any tentative subdivision map filed in connection with the Project may be extended in accordance with any applicable provisions of the Subdivision Map Act or the City's DHSMC

4.7 Satisfaction of Conditions of Approval. Owner shall comply with any and all conditions of approval for any entitlement, permit, or license it receives from the City.

4.8 Exactions. Owner shall pay or provide, as the case may be, all exactions, in-lieu fees or payments, dedication or reservation requirements, obligations for on-site or off-site improvements, construction requirements for public improvements, facilities, or services required of the Project or

Property, whether such requirements constitute subdivision improvements, mitigation measures in connection with environmental review, or impositions made under any applicable ordinance or other applicable regulation.

4.9 Development Impact Fees. Owner shall pay for all development impact fees that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project (including any species protection or habitat preservation or conservation mitigation fees) that are in effect at the time such fees are due and payable during the development process.

4.10 Subsequent Entitlements. Prior to commencement of construction of the Project, Owner shall be required to submit applications for any and all subsequent entitlements, if any, consistent with the terms and conditions set forth in this Agreement.

4.11 Leased Buildings. In the event, as part of the Project, Owner intends to build additional buildings, other than for Owner's use of cultivation of medical marijuana, Owner shall designate each individual additional building and surrounding area as separate lots on the recorded map, pursuant to the Subdivision Map Act.

ARTICLE 5. PUBLIC BENEFITS.

5.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

5.2 Development Agreement Fee. In addition to the other consideration provided to the City hereunder, and in acknowledgment of the valuable vested land use entitlements to which this Agreement entitles Owner, Owner shall pay the City a fee of $_____ payable at the time of building permit issuance.

5.3 Public Safety Impact Mitigation. Owner shall pay $ to the City on the Effective Date.

ARTICLE 6. CONSTRUCTION PHASING AND TIMING.

6.1 Phasing of Perimeter Improvements. Owner shall construct the following public and private improvements on or before the completion time specified below, but in no event shall the required private improvements, as included in the first phase of construction, be completed later than issuance of a certificate of occupancy for the first built cultivation building:
[insert Performance Schedule, Exhibit F]

ARTICLE 7. REVIEW FOR COMPLIANCE.

7.1 Periodic Review. The Community Development Director or his or her designee shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain the Owner's good faith compliance with this Agreement. The Owner shall submit an annual monitoring report in the form attached as Exhibit E, and incorporated herein by this reference, at least sixty (60) days prior to each anniversary date. The Owner's annual monitoring report shall document any request for an extension of the term due to delays beyond the control of the Owner (see 12.11 Force

Majeure). The annual monitoring report shall be accompanied by an annual review and administration fee not to exceed the City's estimated internal and third party costs associated with the review and administration of this Agreement during the succeeding year. During either a periodic review or a special review, the Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Owner.

7.2 Special Review. The Planning Commission or City Council may order a special review of compliance with this Agreement at any time. The Planning Director or his or her designee shall conduct such special review.

7.3 Review Hearing. At the time and place set for the review hearing, the Owner shall be given an opportunity to be heard. If the Planning Commission finds, based upon substantial evidence, that the Owner has not complied in good faith with the terms or conditions of this Agreement, the Planning Commission may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The Owner may appeal any determination of the Planning Commission to the City Council in accordance with the City's DHSMC. The decision of the City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

7.4 Certificate of Agreement Compliance. If, at the conclusion of a periodic or special review, the Owner is found to be in compliance with this Agreement, the City shall issue a Certificate of Agreement Compliance ("Certificate") to the Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) the Owner is not in default.
The City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether or not the Certificate is relied upon by assignees or other transferees or the Owner.

7.5 Failure to Conduct Review. The City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

7.6 Cost of Review. The costs incurred by City in connection with the periodic reviews shall be borne by Owner.

ARTICLE 8. COMMUNITY FACILITIES DISTRICT NO. _.

8.1 Owner acknowledges the existence of Community Facilities District No. _ ("CFD No._") which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq*. for the purpose of funding certain public safety services. If the Project and Property are currently subject to the assessments of CFD No._, Owner voluntarily consents that it will not vote or otherwise support the dissolution of said CFD No._. In the event CFD No._ formally dissolves, Owner shall consent to paying an in-lieu assessment in a manner and form, deemed acceptable by the City, as though CFD No._ had never dissolved. If, however, the Project and Property is not currently subject to the assessments of CFD No._, Owner voluntarily consents to take whatever affirmative action it needs to take on its part to ensure that the Project and Property are subject to the assessments of the Community Facilities District No. _, which includes without limitation, voting to annex to said CFD No._.

ARTICLE 9. DEFAULTS AND REMEDIES.

9.1 Remedies in General. It is acknowledged by the parties that the City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure or delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the City shall not be liable in monetary damages, unless expressly provided for in this Agreement, to the Owner, to any mortgagee or lender, or to any successors in interest of the Owner or mortgagee or lender, or to any other person, and the Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages:

(i) For any breach of this Agreement or for any cause of action which arises out of this Agreement: or

(ii) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which the Owner characterizes as a regulatory taking or inverse condemnation; or

(iii) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge the Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by the City of its power of eminent domain. Nothing contained herein shall modify or abridge the Owner's rights or remedies (including its rights for damages, if any) resulting from the grossly negligent or malicious acts of the City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to the City and its employees pursuant to the Government Tort Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, the Owner's remedies shall be limited to those set forth in this Section 9.1, Section 9.2, and Section 9.5.

Notwithstanding anything to the contrary contained herein, the City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Property is not developed, for lost profits or revenues which would have accrued to the City as a result of the development of the Property.

9.2 Specific Performance. The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(i) Except as provided in Sections 9.1 and 9.5, money damages are unavailable against the City as provided in Section 9.1 above.

(ii) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has

begun. After such implementation, the Owner may be foreclosed from other choices it may have had to use the Property or portions thereof. The Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate the Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

9.3 Release. Except for those remedies set forth in Sections 9.1, 9.2 and 9.5, the Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

The Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, the Owner agrees that the release provided in this Section 9.3 shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, the Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

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

The Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

_____
Initial

9.4 Termination of Agreement for Default of the City. The Owner may terminate this Agreement only in the event of a default by the City in the performance of a material term of this Agreement and only after providing written notice to the City of default setting forth the nature of the default and the actions, if any, required by the City to cure such default and, where the default can be cured, the City has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

9.5 Attorneys' Fees and Costs. In any action or proceeding between the City and the Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section 9.5 include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

9.6 Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Property after Owner is determined by the City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by the Owner or is waived by the City. If the City terminates this Agreement because of Owner's default, then the City shall retain any and all benefits, including money or land received by the City hereunder.

ARTICLE 10. THIRD PARTY LITIGATION.

10.1 General Plan Litigation. The City has determined that this Agreement is consistent with its General Plan. The Owner has reviewed the General Plan and concurs with the City's determination. The City shall have no liability under this Agreement or otherwise for any failure of the City to perform under this Agreement, or for the inability of the Owner to develop the Property as contemplated by the Development Plan, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of the City's actions in adopting it were invalid, inadequate, or not in compliance with law.

10.2 Hold Harmless Agreement. Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

10.3 Indemnification. Owner shall defend, indemnify and hold harmless City and its agents, officers 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) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; and (iii) 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 this Agreement 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, the City, at is sole option, may tender the complete defense of any third party challenge as described herein. In the event the City elects to contract with special counsel to provide for such a defense, the City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel.

10.4 Environmental Contamination. The Owner shall indemnify and hold the City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of the Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting any acts or omissions of City as successor to any

portions of the Property dedicated or transferred to City by Owner, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and the Owner shall defend, at its expense, including attorneys' fees, the City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. The City may in its discretion participate in the defense of any such claim, action or proceeding.
The provisions of this Section 10.4 do not apply to environmental conditions that predate Owner's ownership or control of the Property or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Property.

10.5 The City to Approve Counsel. With respect to Sections 10.1 through 10.4, the City reserves the right to approve the attorney(s) which the Owner selects, hires or otherwise engages to defend the City hereunder, which approval shall not be unreasonably withheld.

10.6 Accept Reasonable Good Faith Settlement. With respect to Article 10, the City shall not reject any reasonable good faith settlement. If the City does reject a reasonable, good faith settlement that is acceptable to the Owner, the Owner may enter into a settlement of the action, as it relates to the Owner, and the City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgments rendered in connection with such action. This Section 10.6 applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. The Owner and the City expressly agree that this Section 10.6 does not apply to any settlement that requires an exercise of the City's police powers, limits the City's exercise of its police powers, or affects the conduct of the City's municipal operations.

10.7 Survival. The provisions of Sections 4.7 and Sections 10.1 through 10.6 inclusive, shall survive the termination or expiration of this Agreement.

ARTICLE 11. THIRD PARTY LENDERS, ASSIGNMENT & SALE.

11.1 Encumbrances. The parties hereto agree that this Agreement shall not prevent or limit the Owner, in any manner, at the Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property.

11.2 Lender Requested Modification/Interpretation. The City acknowledges that the lenders providing such financing may request certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with the Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of Section 11.5.

11.3 Mortgagee Privileges/Rights. Any Mortgagee shall be entitled to the following rights and privileges:

(i) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value; and

(ii) Any Mortgagee that has submitted a written request to the City in the manner specified herein for giving notices shall be entitled to receive written notification from the City of any default by the Owner in the performance of the Owner's obligations under this Agreement.
(iii) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default given to the Owner under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to the Owner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed the Owner under this Agreement.

11.4 Assignment, Sale and Transfer of Interest in the Property and this Agreement.

11.4.1 Assignment. The rights and obligations of Owner hereunder shall not be assigned or transferred, except that on thirty (30) days written notice to City, owner may assign all or a portion of Owners rights and obligations there under to any person or persons, partnership or corporation who purchases all or a portion of Owners right, title and interest in the Property, provided such assignee or grantee assumes in writing each and every obligation of Owner hereunder yet to be performed, and further provided that Owner obtains the written consent of City to the assignment, which consent shall not be unreasonably withheld. The notice to City shall include the identity of any such assignee and a copy of the written assumption of the assignor's obligations hereunder pertaining to the portion assigned or transferred. After such notice and the receipt of such consent, the assignor shall have no further obligations or liabilities hereunder. The City Manager shall act on behalf of City regarding any actions concerning the assignment of this Agreement. Owner may appeal to the City Council, the action of the City Manager regarding the assignment of this Agreement.

11.4.2 Effect of Subsequent Amendments and Defaults by Transferee. Any amendment to this Agreement between the City and a transferee shall only affect the portion of the Property owned by such transferee, and a default by any transferee shall only affect that portion of the Property owned by such transferee.

11.4.3 Lender's Rights and Obligations. Nothing contained in this Section 11.4 shall prevent a transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure. Any successor in interest (including the lender) acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure, shall take such Property subject to the rights and obligations of the Owner under this Agreement; provided, however, in no event shall such successor be liable for any defaults or monetary obligations of the Owner arising under this Agreement prior to acquisition of title to the Property by such successor. In no event shall any such successor be entitled to Development Approvals until all fees due under this Agreement relating to the portion of the Property acquired by such successor have been paid to the City.

ARTICLE 12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement, provided, however, City at its option may rely on statements by Owner's agents at

the public hearings leading to the City's approval of the project or on written documents by Owner's agents that are a part of the public record.

12.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. The foregoing notwithstanding, the provision of the public benefits set forth in Article 5, including the payment of the fees set forth therein, are essential elements of this Agreement and the City would not have entered into this Agreement but for such provisions, and therefore in the event that any portion of such provisions are determined to be invalid, void or unenforceable, at the City's option this entire Agreement shall terminate and from that point on be null and void and of no force and effect whatsoever.
The foregoing notwithstanding, the development rights set forth in Article 4 of this Agreement are essential elements of this Agreement and the Owner would not have entered into this Agreement but for such provisions, and therefore in the event that any portion of such provisions are determined to be invalid, void or unenforceable, at the Owner's option this entire Agreement shall terminate and from that point on be null and void and of no force and effect whatsoever.

12.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

12.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

12.6 Singular and Plural; Gender, and Person. Except where the context requires otherwise, the singular of any word shall include the plural and vice versa, and pronouns inferring the masculine gender shall include the feminine gender and neuter, and vice versa, and a reference to "person" shall include, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

12.7 Joint and Several Obligations. If at any time during the term of this Agreement any part of the Property is jointly owned, in whole or in part, by more than one Owner, all obligations of such Owners under this Agreement as to that portion of the Property jointly owned shall be joint and several, and the default of any such Owner shall be the default of all such Owners. The foregoing notwithstanding, no Owner of a single lot which has been finally subdivided and sold to such Owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided herein.

12.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

12.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

12.10 No Third Party Beneficiaries. The only parties to this Agreement are Owner and the City. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

12.11 Force Majeure. If delays are caused by unforeseen events beyond the control of the Owner, such delays will entitle the Owner to an extension of time as provided in this Section and Article 7. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, third party litigation, strikes and other labor difficulties beyond the party's control, or any default by the City hereunder, which Force Majeure event substantially interferes with the development or construction of the Project.

In the case of a Force Majeure event, any and all time periods referred to in this Agreement shall be extended for a period equal to any delay to the Project caused by any such Force Majeure event; provided, however, that no such time period shall be extended beyond a cumulative total of five (5) years.

Extensions of time, when granted, will be based upon the effect of delays on the Project. They will not be granted for: (1) delays of three days or less, or (2) for noncontrolling delays to minor portions of the Project, or (3) for delays due to the Owner's inability to obtain financing with respect to the Development of the Project.

Owner shall in writing promptly notify City upon learning of any such Force Majeure event. The Planning Director shall ascertain the facts and the extent of the delay and his findings thereon shall be included in the Owner's annual monitoring report unless Owner disputes the findings and requests that the period of delay be heard and determined as a part of the annual review process.

12.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

12.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property:

(i) is for the benefit of and is a burden upon every portion of the Property;
(ii) runs with the Property and each portion thereof: and,
(iii) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof from and after recordation of this Agreement, it shall impute such notice to all persons as is afforded by the recording laws of this State.

The burdens of the Agreement shall be binding upon, and the benefits of the Agreement shall inure to all successors in interest to the parties to this Agreement.

12.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

12.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision

of this Agreement shall be filed and prosecuted in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of federal or state law or judicial decision providing for the filing, removal or change of venue to any other state or federal court, including, without limitation, Code of Civil Procedure Section 394.

12.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

12.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

12.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain.

12.19 Agent for Service of Process. In the event the Owner is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer, resident of the State of California, or if it is a foreign corporation, then the Owner shall file, upon its execution of this Agreement, with the Community Development Director or his or her designee, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon the Owner. If for any reason service of such process upon such agent is not feasible, then in such event the Owner may be personally served with such process out of this County and such service shall constitute valid service upon the Owner. The Owner is amenable to the process so described, submits to the jurisdiction of the Court so obtained, and waives any and all objections and protests thereto.

12.20 Authority to Execute. The person or persons executing this Agreement on behalf of the Owner warrants and represents that he/she/they have the authority to execute this Agreement on behalf of his/her/their corporation, partnership or business entity and warrants and represents that he/she/they has/have the authority to bind the Owner to the performance of its obligations hereunder.
Owner shall each deliver to City on execution of this Agreement a certified copy of a resolution and or minute order of their respective Board of Directors or appropriate governing body authorizing the execution of this Agreement and naming the officers that are authorized to execute this Agreement on its behalf. Each individual executing this Agreement on behalf of his or her respective company or entity shall represent and warrant that:

(i) The individual is authorized to execute and deliver this Agreement on behalf of that company or entity in accordance with a duly adopted resolution of the company's board of directors or appropriate governing body and in accordance with that company's or entity's articles of incorporation or charter and bylaws or applicable formation documents; and

(ii) This Agreement is binding on that company or entity in accordance with its terms; and
(iii) The company or entity is a duly organized and legally existing company or entity in good standing; and
(iv) The execution and delivery of this Agreement by that company or entity shall not result in any breach of or constitute a default under any mortgage, deed of trust, loan agreement, credit agreement, partnership agreement, or other contract or instrument to which that company or entity is party or by which that company or entity may be bound.

12.21 Subsequent Amendment to Authorizing Statute. This Agreement has been entered into in reliance upon the provisions of the statute governing development agreements (Government Code Sections 65864 through 65869.5, inclusive) in effect as of the Effective Date. Accordingly, subject to Sections 3.6 and 4.4 above, to the extent the subsequent amendments to the Government Code would affect the provisions of this Agreement, such amendments shall not be applicable to the Agreement unless necessary for this Agreement to be enforceable or unless so provided by the amendments.

12.22 Estoppel Certificate. For and in consideration of entering into this Agreement, the parties hereto acknowledge the receipt of good and valuable consideration. This paragraph shall constitute an Estoppel Certificate and shall be an independent agreement among the parties which is intended to and shall survive any subsequent determination that this Agreement is invalid for any reason, by a final court decision, having jurisdiction thereof. Owner represents to the City that it has no actual knowledge of any Claims, as herein below defined, against City specifically pertaining to the matters set forth in this Agreement. For purposes of this Section, “Claims” are defined as all known claims, fees, demands, costs, damages, obligations, expenditures, remedies, liens, rights or arbitration, rights of action and/or causes of action, whether compensatory or punitive, legal or equitable. This Estoppel Certificate legally bars Owner from filing Claims of which it had actual knowledge at the time of the approval by the City of this Agreement.

12.23 Nexus/Reasonable Relationship Challenges. Owner consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs set forth in this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

12.24 Owner Compliance with Laws. Owner hereby agrees to comply with all applicable state, federal and local laws, regulations, rules and policies.

12.25. No Damages Relief Against City. The parties acknowledge that the City would not have entered into this Agreement had it been exposed to damage claims from Owner, or Owners successors in interest, assigns, partners, or anyone acting on behalf of the Owner for any breach thereof. As such, the parties agree that in no event shall Owner, or Owners successors in interest, assigns, partners, or anyone acting on behalf of the Owner be entitled to recover damages against City for breach of this Agreement.

12.26 Laws. Owner agrees to comply with all applicable state, regional, and local laws, regulations, polices and rules. In addition, Owner further agrees to comply with all issued entitlements, permits, licenses, including any and all applicable development standards. Specifically, Owner agrees to comply with all applicable provisions of DHSMC Chapter 17.68.

12.27 Compliance with Conditions of Approval. Owner agrees to comply with and fulfill all conditions of approval for any and all entitlement, permits, and/or licenses it receives form the City. All

conditions of approval for all entitlements, permits and/or licenses are attached hereto and incorporated herein by this reference as Exhibit A.

12.28 Deposit with the City. Owner shall be responsible for all of the costs associated the Project, including but not limited to costs associated with the City's review and processing of the Project, including but not limited to reviewing the Project's entitlements, including all environmental clearance documents, permits, licenses and all documents evidencing compliance with state and local law, and as such Owner agrees to deposit good and sufficient funds with the City whereby Owner shall deposit money with the City for the purpose of reimbursing the City for any associated costs with processing the Project, as detailed in this Agreement.

12.29 Owner agrees to comply with all applicable provisions of any current or future applicable medical marijuana laws, including AB 266 and AB 243, as duly adopted, including any and all development standards, license and revocation procedures, and the like. Should there be anything in AB 266 or AB 243 which contradicts any provision in this Agreement, AB 266 and AB 243 shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written above. **CITY OF DESERT HOT SPRINGS**
By: _____
_____, Mayor
ATTEST:
By:
_____
_____, City Clerk
APPROVED AS TO FORM:
By:
_____
_____,
City Attorney

[INSERT NAME]
***By:**_____
[insert name, title]
***By:** _____
Its: _____
Chief Financial Officer
***Signatures must be notarized.**
APPROVED AS TO FORM:
By: _____
Legal Counsel

City of Desert Hot Springs
65950 Pierson Blvd. • Desert Hot Springs, CA 92240
Telephone (760) 329-6411 x 259 www.cityofdhs.org

OFFICE USE ONLY	
Case No.	
Application Period (Applicable only to Dispensary Permits)	11/07/14 – 11/21/14
Fee	$5,935.00
Accepted By	

MEDICAL MARIJUANA FACILITY REGULATORY PERMIT APPLICATION

Pursuant to Desert Hot Springs Municipal Code Chapter 5.50

(PLEASE TYPE OR PRINT CLEARLY)

MEDICAL MARIJUANA FACILITY REGULAR PERMIT applications are reviewed and approved administratively by the city manager or designee pursuant to Chapter 5.50 of the Municipal Code. The purpose of the review is to ensure that the medical marijuana facility will be conducted in a secure, safe and business-like manner consistent with all applicable local and state laws, rules and regulations governing the cultivation and distribution of medical marijuana, including without limitation the Compassionate Use Act as set forth in California Health and Safety Code Section 11362.5, the Medical Marijuana Program Act as set forth in the California Health and Safety Code Sections 11362.5 through 11362.83, and the August 2008 Attorney General Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use.

☐ Check here if requesting a Medical Marijuana Facility Regulatory Permit amendment
☐ Check here if requesting a Medical Marijuana Facility Regulatory Permit time extension
☐ Check here if requesting a Medical Marijuana Facility Regulatory Permit

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PROPOSED USE AND/OR CONSTRUCTION:

Check one only. (Separate application required for each proposed use.)

☐ Check here if for a **Medical Marijuana Dispensary** (May cultivate up to 99 mature flowering marijuana plants)

☐ Check here if for a **Medical Marijuana Cultivation Facility**

PROPERTY OWNER CONSENT:

If the property owner is different than the applicant, the property owner's notarized written consent to use the project location for the above proposed use shall be submitted with the application before the application will be accepted as complete.

APPLICANT: _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail _____

***CO-APPLICANT**: _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail _____

**List other Co-Applicants on separate sheet.*

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*PROPERTY OWNER (if different): _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail _____

List other Property Owners on separate sheet.

PROJECT LOCATION: _____

LEGAL DESCRIPTION (Lot & Tract or A.P.N.):_____

EXISTING LAND USE OF PROPERTY: _____

EXISTING ZONING OF PROPERTY: _____

TYPE OF BUSINESS ORGANIZATION:

Organized as: ☐ Collective ☐ Cooperative
Organized under: ☐ Corporations Code §12201 ☐ Corporations Code §12300

OPERATIONS:

Estimated Number of Patients and Caregivers: _____

Delivery Service to be provided: ☐ Yes ☐ No

Hours of Delivery Service: _____

BY SIGNING THIS APPLICATION, THE APPLICANT(S) HEREBY:

1. **REPRESENT(S) THAT APPLICANT(S) HAS REVIEWED THE CONTENTS OF DESERT HOT SPRINGS MUNICIPAL CODE CHAPTER 5.50 AND ACKNOWLEDGES ITS TERMS AND CONDITIONS;**
2. **AUTHORIZE(S) THE CITY MANAGER OR DESIGNEE TO SEEK VERIFICATION OF THE INFORMATION CONTAINED IN THIS APPLICATION;**
3. **CONSENT(S) TO SUBMITTING TO A FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK CONDUCTED BY THE DESERT HOT SPRINGS POLICE DEPARTMENT; AND**
4. **DECLARE(S) UNDER PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION AND SUBMITTED HEREWITH IS TRUE AND CORRECT.**

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT:_____ DATE:_____

***NAME OF CO-APPLICANT**: _____

***SIGNATURE OF CO-APPLICANT**:_____ DATE:_____

**Include Name and Signature of other Co-Applicants on separate sheet.*

***NAME OF PROPERTY OWNER**: _____
(If different from Applicant)

***SIGNATURE OF PROPERTY OWNER:** _____ DATE:_____

NAME OF PROPERTY OWNER: _____
(If different from Applicant)

SIGNATURE OF PROPERTY OWNER:: _____ DATE:_____

**Include Name and Signature of other Property Owners on separate sheet.*

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SUBMITTAL REQUIREMENTS

Yes	No		
☐	☐	1.	Articles of Incorporation: Proof that applicant has filed or is currently registered with the State of California as a cooperative or collective pursuant to Corporations Code §12201 or Corporations Code §12300.
☐	☐	2.	Interior Site/Floor Plan: Drawn to scale and fully dimensioned, showing the proposed interior of the medical marijuana facility medical marijuana facility denoting all the use of areas of the medical marijuana facility, including public areas, employee areas, doors, windows, storage, cultivation and dispensing, plus location of odor absorbing air ventilation and exhaust systems
☐	☐	3.	Security Plan: Security Plan shall show or provide the following information:

A. Location of security cameras and the areas to be covered by the security cameras.
B. Location of audible interior and exterior alarms.
C. Location of exterior lighting.
D. Name and contact information of Security Company
E. Whether entrances to all dispensing and cultivation areas will be locked and under control of staff at all times.
F. Name of security guard and proof that security guard is licensed by the California Department of Consumer Affairs and whether security guard will be present at the medical marijuana facility during all hours of operation.
G. If the security guard is to be armed, proof that security guard possesses a valid Security Guard Card and Firearms Permit issued by the California Department of Consumer Affairs.

NOTE: INCOMPLETE APPLICATION SUBMITTALS WILL NOT BE ACCEPTED.

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ZONING ORDINANCE REGULATIONS FOR CULTIVATION OF MEDICAL MARIJUANA

Chapter 17.180 MEDICAL MARIJUANA FACILITIES LOCATION

17.180.010 Purpose and intent. Medical marijuana facilities shall be permitted, in accordance with the criteria and procedures set forth in this code, upon application and approval of a conditional use permit pertaining to the location of the facility and a regulatory permit pertaining to the operation of the facility. (Ord. 553 10-21-14)

17.180.020 Medical marijuana facilities. Medical marijuana facilities permitted under this chapter include medical marijuana dispensaries and medical marijuana cultivation facilities that are owned and operated by bona fide non-profit organizations such as a cooperative or a collective, subject to the provisions of the Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5), the Medical Marijuana Program Act (California Health and Safety Code Sections 11362.7 through 11362.83), the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008, and any other state laws pertaining to cultivating and dispensing medical marijuana. (Ord. 553 10-21-14)

17.180.030 Number of permitted medical marijuana facilities. The number of permitted medical marijuana facilities permitted in the City shall be determined by resolution of the City Council. (Ord. 553 10-21-14)

17.180.040 Application period. Applications may be submitted during those applications periods designated from time to time by resolution of the City Council and the applications will be prioritized for processing based on the number of points assigned to each application that has been submitted and deemed complete by the City during the application period. (Ord. 553 10-21-14)

17.180.050 Priority point system. Each application submitted and deemed complete by the City during the application period will be evaluated for priority for processing based on certain criteria set forth in a Priority Point System approved by resolution of the City Council. (Ord. 553 10-21-14)

17.180.060 Medical marijuana dispensaries—Permitted locations. Medical marijuana dispensaries may be located in any Commercial District in the City, upon issuance of a conditional use permit and a regulatory permit, provided that the dispensary does not cultivate more than 99 mature flowering marijuana plants on-site. (Ord. 553 10-21-14)

17.180.070 Medical marijuana cultivation facilities—Permitted locations.
Medical marijuana cultivation facilities involving the cultivation of more than 99 mature flowering marijuana plants may be located in any Industrial District in the City, upon issuance of a conditional use permit and a regulatory permit. (Ord. 553 10-21-14)

17.180.075 Cultivation—Interior only. All medical marijuana cultivation shall be conducted only in the interior of enclosed structures, facilities and buildings and all cultivation operations including all marijuana plants at any stage of growth shall not be visible from the exterior of any structure, facility or building containing the cultivation of medical marijuana. (Ord. 553 10-21-14)

17.180.080 Definitions. Words and phrases not specifically defined in this municipal code shall have the meanings ascribed to them as defined in the following sources:

A. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);
B. The Medical Marijuana Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and
C. The California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008. (Ord. 553 10-21-14)

Chapter 17.16 INDUSTRIAL DISTRICTS

17.16.030 Land use district development standards. The following standards are minimum unless stated as maximum:

TABLE 17.16.01
INDUSTRIAL ZONES DEVELOPMENT STANDARDS

Development Standards	I-L	I-M	I-E
Gross lot area [1]	20,000	40,000	10 ac.
Front setback	20	20	20 [4]
Rear setback	10	10	NA
Side setback (each)	10 [2]	10 [2]	NA
Side setback (street side)	10	10	NA
Lot coverage (maximum)	75	75	NA
Structure height (maximum/feet)	2 stories/50 [3]	35 feet	NA

[1] Area in square feet, unless otherwise indicated; only required for new subdivisions.
[2] Unless attached buildings are proposed, where no side yard would be required for the attached side.
[3] Unless the Planning Commission finds that increased height is necessary for the proposed industrial use.
[4] Setback is for structures other than wind turbines, industrial stacks, etc. See standards below.

17.16.230 Architectural design.

A. As a category of structure types, industrial structures often present unattractive and monotonous facades. There are, however, varieties of design techniques which can be utilized to help overcome this situation and to direct development into a cohesive design statement.

1. Employ variety in structure forms, to create visual character and interest.
2. Avoid long, “unarticulated” facades. Facades with varied front setbacks are strongly encouraged. Wall planes should not run in 1 continuous direction for more than 50 feet without an offset.
3. Avoid blank front and side wall elevations on street frontages.
4. Entries to industrial structures should portray a quality office appearance while being architecturally tied into the overall mass and building composition.
5. All structure elevations should be architecturally treated.
6. Windows and doors are key elements of any structure’s form, and should relate to the scale of the elevation on which they appear. Windows and doors can establish character by their rhythm and variety. Recessed openings help to provide depth and contrast on elevation planes.
7. Sensitive alteration of colors and materials can produce diversity and enhance architectural forms.
8. The staggering of planes along an exterior wall elevation creates pockets of light and shadow, providing relief from monotonous, uninterrupted expanses of wall.

B. Design elements which are undesirable and should be avoided include:

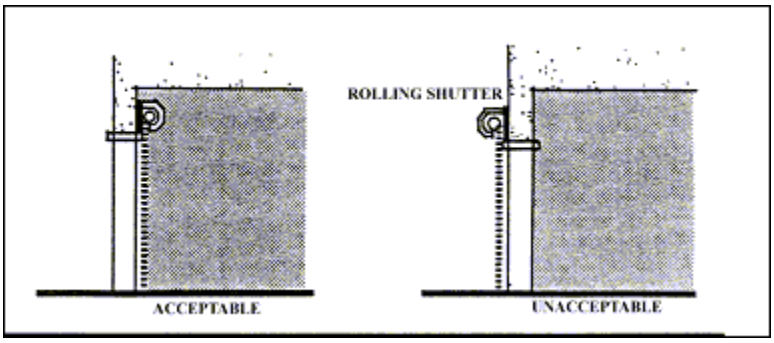
1. Highly reflective surfaces at the ground story;
2. Large blank, unarticulated wall surfaces;
3. Exposed, untreated precision block walls;
4. Chain link fence, barbed wire;
5. False fronts;
6. “Stuck on” mansard roofs on small portion of the roofline;
7. Unarticulated buildings facades;
8. Materials with high maintenance such as stained wood, shingles or metal siding.

C. Choose wall materials that will withstand abuse by vandals or accidental damage from machinery.

D. All metal buildings should be architecturally designed providing variety and visual interest to the streetscape.

E. Berming in conjunction with landscaping can be used at the building edge to reduce structure mass and height along facades.

F. Rolling shutter doors located on the inside of the building are the preferred method for providing large loading doors while keeping a clean, uncluttered appearance from the exterior.



MUNICIPAL ORDINANCE REGULATIONS FOR CULTIVATION OF MEDICAL MARIJUANA

Chapter 5.50 MEDICAL MARIJUANA FACILITIES REGULATORY PERMIT

5.50.010 Purpose and intent. Medical marijuana facilities shall be permitted, upon application and approval of a regulatory permit in accordance with the criteria and procedures set forth in this code, which include the need to obtain and maintain a conditional use permit validly issued by the City per the code. (Ord. 552 10-21-14)

5.50.020 Medical marijuana facilities. Medical marijuana facilities permitted under this chapter include medical marijuana dispensaries and medical marijuana cultivation facilities that are owned and operated by bona fide non-profit organizations such as a cooperative or a collective, subject to the provisions of the Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5), the Medical Marijuana Program Act (California Health and Safety Code Sections 11362.7 through 11362.83), the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008, and any other State laws pertaining to cultivating and dispensing medical marijuana. (Ord. 552 10-21-14)

5.50.030 Definitions. Words and phrases not specifically defined in this code shall have the meaning ascribed to them as defined in the following sources:

A. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);
B. The Medical Marijuana Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and
C. The California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008. (Ord. 552 10-21-14)

5.50.040 Permits required. Prior to initiating operations and as a continuing requisite to operating a medical marijuana facility, the legal representative of the persons wishing to operate a medical marijuana facility shall first obtain a conditional use permit pursuant to the applicable provisions of this code and then obtain a regulatory permit from the City Manager or designee under the terms and conditions set forth in this chapter. The legal representative shall file an application with the City Manager or designee upon a form provided by the City and shall pay an application fee as established by resolution adopted by the City Council as amended from time to time. An application for a regulatory permit shall include, but shall not be limited to, the following information:

A. An estimate of the size of the group of primary caregivers and/or qualified patients who will be served by the medical marijuana facility.
B. Whether delivery service of medical marijuana to any location outside the medical marijuana facility will be provided and the extent of such service.
C. The address of the location of the medical marijuana facility.
D. A site plan and floor plan of the medical marijuana facility denoting all the use of areas of the medical marijuana facility, including storage, cultivation, exterior lighting and dispensing.
E. A security plan that addresses how the following measures shall be implemented or complied with:
    1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the City Manager or designee. The cameras shall be in use 24 hours per day, seven days per week. The areas to be covered by the security cameras shall include, but are not limited to, the public areas, storage areas, employee areas, all doors and windows, and any other areas as determined to be necessary by the City Manager or designee.
    2. The medical marijuana facility shall be alarmed with an audible interior and exterior alarm system, unless waived for extenuating circumstances by the City Manager or designee, that is operated and monitored by a recognized security company, deemed acceptable by the City Manager or designee. Any change in the security company shall be subject to the approval of

the City Manager or designee. All current contact information regarding the medical marijuana facility's security company shall be provided to the City Manager or designee.

3. Entrance to the dispensing or cultivation areas and any storage areas shall be locked at all times, and under the control of medical marijuana facility staff.
4. All medical marijuana shall be securely stored, and a reliable, commercial alarm system shall be installed and maintained where the medical marijuana is secured.
5. A licensed security guard, licensed by the California Department of Consumer Affairs, shall be present at the medical marijuana facility during all hours of operation. If the security guard is to be armed, then the security guard shall possess at all times a valid Security Guard Card and Firearms Permit issued by the California Department of Consumer Affairs.

F. The name and address of the owner and lessor of the real property upon which the medical marijuana facility is to be operated. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a medical marijuana collective or cooperative medical marijuana facility will be operated on his or her property.

G. Authorization for the City Manager or designee to seek verification of the information contained within the application.

H. Evidence that the organization operating the medical marijuana facility is organized as a bona fide non-profit cooperative, affiliation, association, or collective of persons comprised exclusively and entirely of qualified patients and the primary caregivers of those patients in strict accordance with the Compassionate Use Act of 1996, the Medical Marijuana Program Act and the 2008 Attorney General Guidelines.

I. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

J. Any such additional and further information as is deemed necessary by the City Manager or designee to administer this section. (Ord. 552 10-21-14)

5.50.050 Background check. All applicants for a regulatory permit for a medical marijuana facility, including any management personnel who are responsible for the day-to-day operations and activities of the medical marijuana facility shall be required to submit to a Fingerprint-Based Criminal History Records Check conducted by the Desert Hot Springs Police Department. (Ord. 552 10-21-14)

5.50.060 Grounds for denial. The City Manager or designee shall reject an application upon making any of the following findings:

A. The applicant made one or more false or misleading statements or omissions on the application or during the application process;

B. The medical marijuana facility's related cooperative or collective is not properly organized in strict compliance pursuant to the Compassionate Use Act of 1996, the Medical Marijuana Program Act, the 2008 Attorney General Guidelines and any other applicable law, rules and regulations;

C. The applicant is not a primary caregiver or qualified patient or the legal representative of the medical marijuana facility;

D. The medical marijuana facility is not permitted in the proposed area; or

E. The applicant, or any person who is managing or is otherwise responsible for the activities of the medical marijuana facility has been convicted of a felony, or convicted of a misdemeanor involving moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, with the exception of medical cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996. (Ord. 552 10-21-14)

5.50.070 Limitations on City's liability. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any regulatory permit pursuant to this chapter or the operation of any medical marijuana facility approved pursuant to this chapter. As a condition of approval a regulatory permit as provided in this chapter, the applicant or its legal representative shall:

A. Execute an agreement indemnifying the City from any claims, damages, etc., associated with the operation of the medical marijuana facility;
B. Maintain insurance in the amounts and of the types that are acceptable to the City Manager or designee;
C. Name the City as an additionally insured on all City required insurance policies;
D. Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of a regulatory permit; and
E. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to the City's approval of a regulatory permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder. (Ord. 552 10-21-14)

5.50.080 Additional terms and conditions. Based on the information set forth in the application, the City Manager or designee may impose reasonable terms and conditions on the proposed operations of the medical marijuana facility in addition to those specified in this chapter. (Ord. 552 10-21-14)

5.50.090 Compliance with State law. All medical marijuana facilities shall comply fully with all of the applicable restrictions and mandates set forth in State law and Federal law, including without limitation the Compassionate Use Act of 1996, the Medical Marijuana Program Act and the 2008 Attorney General Guidelines. (Ord. 552 10-21-14)

5.50.100 Hours. All medical marijuana facilities may only be open between the hours of 8:00 a.m. and 10:00 p.m. and may operate as many as seven days per week. (Ord. 552 10-21-14)

5.50.110 Marijuana secured. All marijuana and marijuana products shall be kept in a secured manner during business and non-business hours. (Ord. 552 10-21-14)

5.50.120 Consumable marijuana products. If consumable medical marijuana products (including, but not limited to, lollipops, brownies, cookies, ice cream, etc.) are present on-site or offered for distribution, then the medical marijuana facility shall secure any approval from the County of Riverside Department of Health Services required for handling food products. (Ord. 552 10-21-14)

5.50.130 Sales taxes. All medical marijuana facilities must pay any applicable sales tax pursuant to Federal, State, and local law. (Ord. 552 10-21-14)

5.50.140 Point of sale system. Medical marijuana facilities shall have an electronic point of sale system that produces historical transactional data for review by the City Manager or designee for auditing purposes. (Ord. 552 10-21-14)

5.50.150 Odor control. Medical marijuana facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the medical marijuana facility that is distinctive to its operation is not detected outside the medical marijuana facility, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the medical marijuana facility. As such, medical marijuana facilities must install and maintain the following equipment or any other equipment which the City Manager or designee determines has the same or better effectiveness:

A. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or
B. An air system that creates negative air pressure between the medical marijuana facility's interior and exterior so that the odors generated inside the medical marijuana facility are not detectable outside the medical marijuana facility. (Ord. 552 10-21-14)

5.50.160 Records. All medical marijuana facilities shall perform an inventory on the first business day of each month and shall record the total quantity of each form of marijuana on the premises. These records shall be maintained for two years from the date created and shall be made available to the City Manager or designee upon request. (Ord. 552 10-21-14)

5.50.170 Community relations. Each medical marijuana facility shall provide the City Manager or designee with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom the City can provide notice if there are operating problems associated with the medical marijuana facility or refer members of the public who may have any concerns or complaints regarding the operation of the medical marijuana facility. Each medical marijuana facility shall also provide the above information to its business neighbors located within 100 feet of the medical marijuana facility as measured in a straight line without regard to intervening structures, between the front doors of each establishment. (Ord. 552 10-21-14)

5.50.180 Compliance. All medical marijuana facilities and their related collectives or cooperatives shall fully comply with all the provisions of the Compassionate Use Act of 1996, the Medical Marijuana Program Act, the 2008 Attorney General Guidelines, all applicable provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval of the regulatory permit. (Ord. 552 10-21-14)

5.50.190 Inspections and enforcement.

A. Recordings made by security cameras at any medical marijuana facility shall be made immediately available to the City Manager or designee upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials.
B. The City Manager or designee shall have the right to enter all medical marijuana facilities from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter.
C. Operation of the medical marijuana facility in non-compliance with any conditions of approval or the provisions of this chapter shall constitute a violation of the municipal code and shall be enforced pursuant to the provisions of this code.
D. The City Manager or designee may summarily suspend or revoke a medical marijuana regulatory permit if any of the following, singularly or in combination, occur:
    1. The City Manager or designee determines that the medical marijuana facility has failed to comply with this chapter or any condition of approval or a circumstance or situation has been created that would have permitted the City Manager or designee to deny the permit under Section 5.50.030;
    2. Operations cease for more than 90 calendar days, including during change of ownership proceedings;
    3. Ownership is changed without securing a regulatory permit;
    4. The medical marijuana facility fails to maintain 240 continuous hours of security recordings; or
    5. The medical marijuana facility fails to allow inspection of the security recordings, the activity logs, or the premises by authorized City officials. (Ord. 552 10-21-14)

5.50.200 Appeals. Any decision regarding the denial, suspension or revocation of a regulatory permit may be appealed to a hearing officer pursuant to the provisions set forth in Chapter 4.36. The procedures governing suspension and revocation in Chapter 4.36 shall apply equally to the denial of a regulatory permit. Said appeal shall be made by a notice of appeal from the person appealing within 30 days from the date of the decision. (Ord. 552 10-21-14)

5.50.210 Cessation of operations. In the event a qualified medical marijuana facility that receives a regulatory permit ceases to operate for any reason, the City Manager or designee shall consider the next qualified applicant on the waiting list placed in order of application and provide an opportunity for new applicants to be considered for a permit. (Ord. 552 10-21-14)

5.50.220 Permits not transferable. Regulatory permits issued pursuant to this chapter are not transferable. (Ord. 552 10-21-14)

5.50.230 Violations.

A. Any violation of any of the provisions of this chapter is unlawful and a public nuisance.
B. Any violation of any of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed $1,000, or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
C. In lieu of issuing a misdemeanor citation, the City may issue an administrative citation, and/or assess an administrative fine of up to $1,000 for each violation of this chapter pursuant to the procedures set forth in Title 14.
D. A separate offense occurs for each day any violation of this chapter is continued and/or maintained.
E. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the City may pursue any proceedings or remedies otherwise provided by law. (Ord. 552 10-21-14)