



Commercial Cannabis Business Permit Application
City of American Canyon
Community Development Department
4381 Broadway, Suite 201

For Office Use Only:

Date Received: _____ By: _____
Case Number(s): _____

Zoning Location Verified: _____

A. Type of Permit: (Note: Retail storefront sales are prohibited in American Canyon)

- Nonstorefront Retail Microbusiness Indoor Cultivator Distributor Transporter
- Testing Laboratory Manufacturing with volatile solvents Manufacturing with non-volatile solvents

If manufacturing, please list all solvents applicant intends on using:

Status of State Cannabis License:

- Not applied Applied for temporary license Applied for permanent license Received temporary license (attach)
- Received permanent license (attach) Please attach additional sheets if necessary.

B. Project Information:

Business Name: _____

Property Address (Include Suite Number): _____

Brief project description: _____

APN(s): _____ - _____ - _____ Proposed Hours of Operation _____

C. Applicant Information

Name of Primary Person Completing the Application: _____

Title: _____ DOB: _____

Social Security No or Tax I.D. No**: _____

If applicant is a not for profit, corporation, partnership or other business entity, please identify:

Name of Business Entity: _____

Type of Ownership: _____

Federal Tax Id: _____ Start Date: _____

Mailing Address: _____

Primary Phone No: _____ Alt. Phone No: _____

Email Address: _____

Preferred method of contact (check one) Mail Phone Email

D. Applicant Information*

Name: _____

Title: _____ DOB: _____

Social Security No or Tax I.D. No**: _____

Mailing Address: _____

Primary Phone No: _____ Alt. Phone No: _____

Email Address: _____

Preferred method of contact (check one) Mail Phone Email

Name: _____

Title: _____ DOB: _____

Social Security No or Tax I.D. No**:

Mailing Address:

Primary Phone No: _____ Alt. Phone No: _____

Email Address:

Preferred method of contact (check one) Mail Phone Email

Name:

Title: _____ DOB: _____

Social Security No or Tax I.D. No**:

Mailing Address:

Primary Phone No: _____ Alt. Phone No: _____

Email Address:

Preferred method of contact (check one) Mail Phone Email

Please attach additional sheets if there are more than 3 applicants or interested parties.

**Interested parties, are all persons with at least 10% interest in the cannabis business, which includes partners, officers, directors, and stockholders of every corporation, limited liability company, or general limited partnership that owns at least 10% of the stock, capital, profits, voting rights, or membership interest of the commercial cannabis business or that is one of the partners in the commercial cannabis business; the managers of the commercial cannabis business. Interested parties include any party that holds a lien on the cannabis business in excess of \$10,000.*

***Private information such as social security and tax I.D. numbers will not be disclosed to the public.*

E. Property Owner or Landlord Information*

Name:

Mailing Address:

Primary Phone No: _____ Alt. Phone No: _____

Email Address:

Preferred method of contact (check one) Mail Phone Email

If the applicant is not the legal owner of the property, the application must be accompanied by a notarized Owner's Statement of Consent Form to operate a commercial cannabis business on the property.

F. Related Permit Information

The applicant and/or interested parties has been associated with a commercial cannabis permit in the past 10 years.

Yes No (If yes, please provide the following information)

Name:

Property Address: _____ Start Date: _____ End Date: _____

Business Name: _____ Business Type: _____

G. Technical Submittal Requirements: (See Applicant’s Guide, Exhibit A)

- Electronic copies of all Application Submittal Materials
- Business Owner, Manager, and Supervisor Background Check (ACMC 5.10.320.j)
- A project narrative, fully describing the proposal, including proposed uses and improvements. Include the type of business or other use proposed, size and intensity of use (building square footage occupied by different uses, total number of full- and part-time employees and shifts if any, number of anticipated clients/users by average and peak, days and hours of operation.) Describe what the project has to offer and how the project meets or exceeds City goals, objectives, and requirements.
- Map depicting location of Project and distance from sensitive uses (ACMC 5.10.250)
- An accurate site plan, dimensioned and to-scale (minimum scale of 1/4”) showing address, adjacent right-of-way, property line, footprint of existing buildings on the same property, parking and loading areas, landscape areas, lease area, floor plan, proposed uses on-site, compliance with parking requirements.
- Security Plan (ACMC 5.10.280)
- Emergency Contact (ACMC 5.10.320.e)
- Proposed Odor Control techniques (ACMC 5.10.320.h)
- Community Relations Contact and Proposed Public Outreach and Education Program (ACMC 5.10.420.c)
- Zero Water Footprint Plan
- Solid and Liquid Waste Disposal Plan

Delivery Businesses located outside the City of American Canyon

- State of California License valid for delivery of cannabis in American Canyon
- Cannabis Delivery employee background check

Business Selection Criteria

- Business Criteria 1 – Strong Business Plan
- Business Criteria 2 –Well-Paid Employees
- Business Criteria 3 – Plan to recruit and hire local employees
- Business Criteria 4 – Locally-sourced cannabis
- Business Criteria 5 - Community Benefits

Property Owner Acknowledgements and Notification This form must be notarized.

I declare that I have read and understand Ordinance 2018-06 - the “City of American Canyon Cannabis Ordinance” and the requirements that I must fulfill to comply with the Ordinance.

I declare under penalty of perjury that I am the owner of said property. I certify that all of the submitted information is true and correct to the best of my knowledge and belief. I understand that any misrepresentation of submitted data may invalidate any approval of this application. I agree to pay all fees and recoverable costs for processing the application.

I agree that the City reserves the right to reject any and/or all applications, with or without cause or reason. The City may also modify, postpone, or cancel the request for permit applications without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting an application. Late or incomplete applications MAY BE REJECTED. Furthermore, an application RISKS BEING REJECTED for the following reasons:

1. The application or documents submitted are incomplete, filed late, or not responsive to the requirements of this code.
2. The issuance of the permit or operation of the commercial cannabis business at the proposed location is inconsistent with State law, Chapter 5.10, or other applicable City of American Canyon Municipal Codes.

I acknowledge the City has adopted criteria to decide which businesses may be approved and a maximum limit on the number of Cannabis Business License Permits (Resolution 2018-140) and my application may not be approved if other applications perform better on the business selection criteria.

Property Owner Signature(s) _____ **Date** _____

Applicant Acknowledgements and Notification

I declare that I have read and understand Ordinance 2018-06 - the "City of American Canyon Cannabis Ordinance" and the requirements that I must fulfill to comply with the Ordinance.

I declare under penalty of perjury that I have the written authority from property owner to file this application. I certify that all of the submitted information is true and correct to the best of my knowledge and belief. I understand that any misrepresentation of submitted data may invalidate any approval of this application. I agree to pay all fees and recoverable costs due to the City for processing the application, whether it is approved, denied, or appealed.

I agree that the City reserves the right to reject any and/or all applications, with or without cause or reason. The City may also modify, postpone, or cancel the request for permit applications without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting an application. Late or incomplete applications MAY BE REJECTED. Furthermore, an application RISKS BEING REJECTED for the following reasons:

1. The application or documents submitted are incomplete, filed late, or not responsive to the requirements of this code.
2. The issuance of the permit or operation of the commercial cannabis business at the proposed location is inconsistent with State law, Chapter 5.10, or other applicable City of American Canyon Municipal Codes.

I acknowledge the City has adopted criteria to decide which businesses may be approved and a maximum limit on the number of Cannabis Business License Permits (Resolution 2018-R140) and my application may not be approved if other applications perform better on the business selection criteria.

I acknowledge that my commercial cannabis business permit shall not be issued unless every person listed as an owner, manager, and supervisor has cleared the Live Scan background check.

Applicant Signature(s) _____ **Date** _____

Partnerships & Corporations

In the case of a partnership, all general and limited partners shall be identified. In the case of a corporation, all shareholders owning 10% or more of the stock and all officers and directors shall be identified.

Name	Address	Signature

Additional recipients of project correspondence

If you desire project correspondence and notice of meetings to be sent to parties other than the Applicant and Property Owner, please list their names, address and telephone numbers below.

Name	Address	Telephone number

Indemnification Agreement by Applicant

The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other document, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

_____	_____	_____
Applicant's printed name	Applicant's signature	Date

DEVELOPER DEPOSIT PROJECT SET UP FORM

APPLICANT INFORMATION
(PLEASE PRINT)

APPLICANT NAME: _____

ADDRESS: _____

PHONE: _____ E-MAIL _____

CONTACT PERSON: _____

BILLING INFORMATION
(PLEASE PRINT)

BILLING PARTY: _____

ADDRESS: _____

PHONE: _____ E-MAIL _____

CONTACT PERSON: _____

As an authorized representative of the applicant, I hereby consent by my signature below, that I understand the following:

The service of processing an application for development of property in the City of American Canyon is of primary benefit to the applicant. The cost of processing an application is charged according to the hours spent by staff in reviewing and analyzing the project including checking plans, writing staff reports, preparing environmental analyses, notifying and responding to the public and attending public hearings. The applicant receiving the benefit from the service shall pay the cost of these services. Total cost varies according to the size of the project and the complexity of the issues involved. At the City's sole discretion, a consultant may process the application. Pursuant to City Council Resolution 2008-79 for development applications, the applicant will pay all costs for consultant services inclusive of any applicable "in-house" administrative costs. Project specific expenditures such as City Attorney services, postage for mailing public notices, advertising, etc. have been excluded from the hourly rates. These project specific expenditures will be billed "at cost" on a project-by-project basis to the applicant.

The deposit creates an open account to which processing time is charged. Processing charges will automatically be drawn against the deposit funds until the minimum balance is remaining. All service charges will be invoiced to the applicant on a monthly basis. Accompanying the invoice will be a statement, which will include a description of services rendered during the billing period. Payment is due within 15 days of the invoice. **If payment is not received within 7 working days after the invoice due date, all development activities will be suspended until payment is received.**

At the conclusion of the discretionary process, after full payment of all invoices is received, any remaining deposit amounts will be refunded to the applicant.

DATE: _____ SIGNATURE: _____

COMMUNITY DEVELOPMENT USE ONLY

(CHECK)

NEW PROJECT DEPOSIT \$8,400 _____
MINIMUM INITIAL DEPOSIT MET? (CHECK) ___ YES ___ NO
MINIMUM DEPOSIT AMOUNT \$4,000 _____
DEPOSIT WAIVED – EXPLAIN:

- ADDITIONAL DEPOSIT (EXISTING PROJECT)
- CASH BOND \$ _____
- REOPEN OLD PROJECT

PROJECT # _____

RECEIPT # _____

PROJECT NAME: _____

RELATED PROJECTS:

CITY STAFF: _____ DATE: _____