



CITY OF ARVIN
200 Campus Drive
Arvin Ca 93203
Phone 661-854-3134758-7200
FAX 661-854-0817
CANNABIS APPLICATION PACKET

CONDITIONAL USE PERMIT PACKET

- PART 1 GENERAL INFORMTION
- INDEMNIFICATION AGREEMENT
- SPECIAL STUDIES INFORMTION
- CONDITIONAL USE PERMIT APPLICATION
- SUPPLEMENTAL CANNABIS APPLICATION
- COMMERCIAL CANNABIS CUP CHECKLIST

CONDITIONAL USE PERMIT APPLICATION



CITY OF ARVIN
141 Plumtree Drive, P.O. Box 548
Arvin, California 93203
661-854-2822 Office
661-854-2969 Fax

PART 1 – COMMERCIAL CANNABIS ACTIVITY -GENERAL INFORMATION APPLICATION

General Information Required (Print or Type)

Applicant's Name: _____ (Staff Use Only)
 Phone: _____ Email: _____ File Number: _____
 Address: _____
 Location of Project (Address) _____ Related Files: _____
 Legal Description of Project Location (Assessor's Parcel No.) _____
 Legal Owner's Name (as listed in the Kern County Assessor's records) or Preliminary Title Report: _____
 Address _____
 Phone: _____ Email: _____

Type of Review Requested [Please Check Applicable Box(es)]

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Lot Line Merger | <input type="checkbox"/> Lot Line Adjustment/ | <input type="checkbox"/> Specific Plan | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Planned Development (PD) | <input type="checkbox"/> Tentative Parcel Map | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Development Plan | <input type="checkbox"/> Cellular Tower | <input type="checkbox"/> Tentative Subdivision Map | <input type="checkbox"/> PD Permit |
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Admin Permit-Site Development | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Cannabis_____ |
| | | | <input type="checkbox"/> Other _____ |

Project Description

Detailed Description of Proposed Project (Attach Additional Sheets if Necessary)

Incomplete Applications

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Planning Department. Applications for any of the above listed actions, and other actions as deemed necessary by the Planning Director shall be considered incomplete pending completion of the plan review process.

Owner Certification

I certify that I am presently the legal owner of the above described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and accurate. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form).

Date _____ Signature _____

Print Name and Title _____

Date Time Received _____ Received By _____ Project/Receipt No. _____



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**PART 1 – COMMERCIAL CANNABIS ACTIVITY -GENERAL
INFORMATION APPLICATION**

NOTE: City of Arvin's Planning Applications are made up of a number of supplemental forms for the different projects. Part 1 will be supported by the specific project information and data.

SIGNATURE PAGE

Consent of Applicant and Property Owner(s):

The consent of the applicant and property owner, if not the applicant, is required for filing an application for a land use development permit within the City of Arvin. The signatures of the applicant and property owner(s) below constitutes consent for filing of this application. *Applicants shall be responsible for all costs and fees associated with their application.* The applicant shall be responsible for maintaining a zero balance with the Community Development Department for the City of Arvin. If a negative balance occurs, it may cause the application to become incomplete until sufficient funds are paid to the City of Arvin. If funds are not deposited within 30 calendar days, the application shall become void and a new application will be required.

1. _____
Property Owner(s) Signature(s)

Print Name

2. _____
Property Owner(s) Signature(s)

Print Name

Date: _____

Applicants Signature

Print Name

Date



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**PART 1 – COMMERCIAL CANNABIS ACTIVITY -GENERAL
INFORMATION APPLICATION**

CITY OF ARVIN - INFORMATION REQUIRED WITH ALL DEVELOPMENT APPLICATIONS

- Application form(s) of the requested project type; for example, Conditional Use Permit, Development Agreement, Commercial Cannabis Permit, etc. for the project(s) requested and supporting documents as noted with the appropriate number of copies as noted in the application form.
- Hazardous Materials Survey Form. One (1) Copy – Completed and Signed
- Fees. See Schedule of fees – most all fees are based upon Cost Recovery – Deposit for the processing of a Commercial Cannabis Activity permit: Check(s) Payable to the “City of Arvin”. City Staff will assist in the listing and identifying fees required for the processing of the Commercial Cannabis Activity permit and associated permits: Fees associated with Commercial Cannabis Activity are separated into two phases; Submittal phase and Approval phase:
For Example – **Submittal Phase** requires deposit of monies for the receipt of and processing of a Commercial Cannabis Activity Permit:
Commercial Cannabis Activity CUP Permit - \$3,223.00 Deposit
Environmental Questionnaire/Part 1 -Initial Study: \$ 360.00
Environmental – Part 2 Initial Study: \$3,160.00
Etc.
For Example: Approval Phase, is a combination of Flat Fees and Deposits – Commercial Cannabis Activity Permit:
Monitoring and Implementation of program - \$1,500.00 – Deposit
Maintenance Fees: GP Maintenance \$ X Sq. Ft of Site = \$ due.
Annual Commercial Cannabis Permit - \$6,534.00 (paid in advance of each year) – Deposit
If the applicable fees are paid with funds coming from multiple parties, the letter shall also include the names, mailing addresses, and phone number of those parties and indicate which fees said parties are being responsible for.
- Locational and Vicinity Map. One Copy (1): An 11” X 17” rendering that shows the subject parcel(s) and adjacent streets and parcels, and existing land uses (i.e. business name and type of land use) on adjacent parcels.
- Title Report. One (1) Copy. A current preliminary title report.
- Signed and executed Indemnification and Cost Recovery Agreement for the project by responsible representative.
- Environmental Questionnaire. One (1) Copy – Completed and Signed



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PART 1 – COMMERCIAL CANNABIS ACTIVITY -GENERAL INFORMATION APPLICATION

**CITY OF ARVIN
 HAZARDOUS WASTE AND SUBSTANCES STATEMENT**

The California Legislature has passed a law, 65962.5(a) of the Government Code, which requires persons applying for development projects to review a listing of all hazardous waste sites. If the site of your proposed development project is included on the list of hazardous waste sites (Kern County Cal/EPA below), then it shall be noted. Please review the website "<http://envirostor.dtsc.ca.gov>" type in Arvin, CA for most recent listing. Please complete the information requested and sign the verification statement below. If you wish to review a copy of the law, it is available at the Community Development Department, Planning Division.

Name of applicant: _____

Address: _____

Phone number: _____ Email: _____

Address of site: _____

Assessor's Book, Page and Parcel Number: _____

VERIFICATION OF STATEMENT

I, _____, as applicant for a development project, have reviewed the list of sites relating to hazardous wastes pursuant to Section 65962.5 of the California Government Code. The proposed site is is not included on the list.

Print Name: _____ Signature _____ Date _____

Department of Toxic Substances – Enviorstor – Arvin, CA – July 2017

Site Name	Site Type	Status	Address Description	City	Zip	County
Brown and Bryant, Inc. Arvin Facility	Federal Superfund	Active	600 S. Derby-	Arvin	93203	Kern
US EPA/Superfund Clean-Up - Div	Non-operating	Undergoing Closure	600 S. Derby-	Arvin	93203	Kern
US EPA/Superfund Clean-Up Div	Corrective Action	Refer: EPA	600 S. Derby-	Arvin	93203	Kern
New South School Project	School Investigation	No Further Action	Meyer Street/El Camino Drive	Arvin	93203	Kern



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PART 1 – COMMERCIAL CANNABIS ACTIVITY -GENERAL INFORMATION APPLICATION

APPLICANTS ENVIRONMENTAL INFORMATION FORM

PROPERTY OWNER'S NAME: _____

Mailing Address: _____

Phone: Business () _____

Home () _____ FAX () _____

APPLICANTS NAME: _____

Mailing Address: _____

Phone: Business () _____

Home () _____ FAX () _____

This document will assist the Community Development Department in evaluating the proposed project and its potential environmental impacts. Complete and accurate information will facilitate the required environmental assessment and review and will minimize future requests for additional information. Please contact the Community Development Department, Planning Division at 854-2822 if there are any questions you may have in responding to the following questions or assessments.

PROJECT SITE INFORMATION

Property Address or Location: _____

Property Assessor's Parcel Number: _____

Property Dimensions: _____

Property Area: Square Footage: _____ Acreage: _____

Site Land Use: Undeveloped/Vacant: _____ Developed: _____

If developed, give building(s) square footage: _____

Existing Zoning of Project Site: _____

General Plan Designation: _____

Proposed General Plan Designation (if applicable): _____



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YES NO IF YES TO ANY QUESTION, PLEASE PROVIDE SUPPORT INFORMATION

- 1. Change in existing features of any lakes or hills, or substantial alteration of ground contours.
- 2. Change in scenic views of vistas from existing residential areas or public lands or roads.
- 3. Change in pattern, scale or character of general area of project.
- 4. Significant amounts of solid waste or litter.
- 5. Change in dust, ash, smoke, fumes or odors in vicinity.
- 6. Change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
- 7. Substantial change in existing noise or vibration levels in the vicinity.
- 8. Site of filed land or on slope of 10 percent (10%) or more.
- 9. Use of disposal of potentially hazardous materials, such as toxic substances, flammable or explosives.
- 10. Substantial change in demand for municipal services (police, fire, water, sewage, etc.)
- 11. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.)
- 12. Relationship to a larger project or series of projects.
- 13. Traffic Impact Analysis -Report per Part 1 – General Information Application – Special Studies and Services.
- 14. Archaeological Evaluation/Study per Part 1 - General Information Application – Special Studies and Services.
- 15. Water "Will Serve" Letter per Part 1 - General Information Application – Special Studies and Services.
- 15. Air Quality Impact Study - per Part 1 - General Information Application – Special Studies and Services
- 16. Project subject to any Combining Zoning Districts such as Planned Unit Developments, Auto Parking, Architectural Design Zone, or MUO-Pedestrian Oriented Mix Use Overlay Zone:



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**PART 1 – COMMERCIAL CANNABIS ACTIVITY -GENERAL
INFORMATION APPLICATION**

ENVIRONMENTAL SETTING

Person Completing Information: _____, Telephone No. _____

E-Mail Address: _____

Briefly describe the project site as it exists before the project, including information on topography, soil stability, plants and animals and any cultural, historical or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site.

Attach additional pages if necessary.

Briefly describe the surrounding properties, including information on plants and animals, any cultural, historical or scenic aspects and the type of land use. Attach additional pages if necessary. Photos are helpful.

DESCRIBE ADJACENT ZONING AND EXISTING LAND USE WITHIN 300 FEET OF PROJECT SITE:

ZONE - EXISTING LAND USE (i.e. residential, commercial, industrial)

North _____
South _____
East _____
West _____

Describe the project site as it exists before the project, including information on topography, soil, stability, plants and animals, and any cultural, historical or scenic aspects (if applicable)

Are there any trees, bushes or shrubs on the project site? _____ Are any to be removed?

If yes, attach site plan indicating location, size and type of all trees, bushes and shrubs on the site that are proposed for removal (or show clearly on project site plan.) Will the project change any water body or ground water quality of quantity, or alter existing drainage patterns? _____ If yes, explain on a separate sheet of paper.



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PART 1 – COMMERCIAL CANNABIS ACTIVITY -GENERAL INFORMATION APPLICATION

COMMERCIAL, INDUSTRIAL, MANUFACTURING OR OTHER PROJECT

COMMERCIAL CANNABIS APPLICATIONS – PROVIDE SUPPLEMENTAL DESCRIPTION AS NECESSARY
 (Complete as Applicable to Proposal)

Type of Use(s) _____

Expected Influence: Regional _____ Citywide: _____ Neighborhood _____

Days and Hours of Operation: _____

Total Occupancy/Capacity of Building(s): _____

Total Number of Fixed Seats: _____ Total Number of Employees: _____

Anticipated Number of Employees Per Shift: _____

Square Footage of: Office Area _____

Warehouse Area _____

Sales Area _____ Storage Area _____ Loading Area _____

Total Number of Visitors/Customers on site at any one time: _____

Other Occupants (if applicable): _____

Will the proposed use involve any toxic or hazardous material or waste? If yes explain:

List any permits or approvals required for the project by State of Federal agencies:

WATER – CANNABIS ACTIVITY

Land Use	(gal/day)	Estimated Water Consumption Rates
Offices:	_____	gallons/day/1,000 s.f. floor area
Non-Store Front Retail:	_____	gallons/day/1,000 s.f. floor area
Cultivation/ Nurseries:	_____	gallons/day/1,000 s.f. floor area
Manufacture:	_____	gallons/day/1,000 s.f. floor area
Distributor:	_____	gallons/day/1,000 s.f. floor area
Micro- Business:	_____	gallons/day/1,000 s.f. floor area
Service Commercial/Industrial	Variable - Please describe the water requirements for any service commercial or industrial uses in your project.	

Number of Estimated gallons per day: _____

Source of Water: _____



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SEWAGE

Land Use Estimated Sewage Generation Rates (gal/day)

Commercial _____ gallons/day/1,000 s.f. floor area
 Office _____ gallons/day/1,000 s.f. floor area
 Industrial: Variable - Please describe the sewage requirements for any industrial uses in your project. (General project = 2,500 gallons/day/acre)

Estimate the amount (gallons/day) sewage to be generated: _____

Describe the type of sewage to be generated: _____

Will any special or unique sewage wastes be generated by this development?

Note: The City of Arvin Wastewater Management requires a separate Sewer intercept to be installed for industrial discharge that will allow samples to be taken and tested to insure non-toxic discharge occurs. Coordinate with the City Engineer and Wastewater Operator for specifications and location. Sanitary sewer system must be separate from industrial discharge.

SOLID WASTE

Land Use Estimated Solid Waste Generation (lb/day)

Commercial Cannabis Activity:

Note: The Kern County Environmental Health Division recommendation to establish the following requirements:

1. Please log in to the California Environmental Reporting System (CERS) at <http://cers.calepa.ca.gov/> and create an account and facility. If you have questions on what needs to be uploaded please contact Bilal Korin at (661)862-8730 or korinb@kerncounty.com
2. The method of water supply and sewage disposal for the proposed project shall be approved by Kern County Environmental Health Division.

According to the Emergency Cannabis Regulations Section 8308, the applicant requires a “Cannabis Waste Management Plan”, which shall identify one or more of the following methods for managing cannabis waste generated on their licensed premises:

- 1) On-premises composting of cannabis waste;
- 2) Collection and processing of cannabis waste by a local agency, waste hauler franchised or contracted by a local agency, or a private waste hauler permitted by a local agency;
- 3) Self-haul cannabis waste to one or more of the following;
 - o A manned fully permitted solid waste landfill or transformation facility;
 - o A manned fully permitted composting facility or manned composting operation;



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- A manned fully permitted in-vessel digestion facility or manned in-vessel digestion operation;
- A manned fully permitted transfer/processing facility or manned transfer/processing operation; or
- A manned fully permitted chip and grind operation or facility.

Also, in accordance with Section 40290 of CCR Title 17, the licensee shall assure that:

- 1) Any cannabis waste is in a secured waste receptacle or secured area on the licensed premises. Public access to the designated receptacle or area shall be strictly prohibited.
- 2) No cannabis product shall be disposed of in its packaging, and all cannabis products shall be unrecognizable and unusable at the time of disposal.

CERTIFICATION:

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

 Signature of Applicant/Agent Date

 Print Name and Title of Applicant/Agent Phone

 E-Mail Address



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**PART 1 – COMMERCIAL CANNABIS ACTIVITY -GENERAL
INFORMATION APPLICATION**

**COMMERCIAL CANNABIS ACTIVITY INDEMNIFICATION
AGREEMENT**

IMPORTANT NOTE:

In order for your project to be considered complete for processing, this properly executed form must be included with your project application. Please note that this agreement can only be signed by the property owner of record at the time this application is submitted to the City.

APPLICANT TO COMPLETE AGREEMENT AND SUBMIT WITH THE APPLICATION

COMMERCIAL CANNABIS INDEMNIFICATION AGREEMENT

This Commercial Cannabis Indemnification Agreement, (“Agreement”) is made and entered into effective as of _____, 201_, and entered into by or between (Name of Entity), a ____ (“Company”), and the CITY OF ARVIN, a municipal corporation (“the City”). Company and the City are collectively referred to herein as (“Parties”).

RECITALS

A. Company is in the process of developing certain real property situated in the City of Arvin, County of Kern, State of California, hereinafter referred to as the “Subject Property” and more particularly depicted in Exhibit “A” attached hereto and made a part of this Agreement, which is generally located at _____. Company desires to acquire and be issued a conditional use permit (“CUP”) by and from the City for the purpose of engaging in commercial cannabis activities on the Subject Property.

B. Company obtained and examined a copy of Title 17, Chapter 17.64 Commercial Cannabis Activity and pertinent provisions of the Arvin Municipal Code pertaining to zoning and business licensing, and agrees to abide by and conform to all of the conditions of a commercial cannabis permit and all provisions of the Arvin Municipal Code.

C. Company understands and acknowledges that the approval of the commercial cannabis permit, if granted, shall in no way permit any activity contrary to the Arvin Municipal Code or any activity which is in violation of any applicable laws.

D. Company understands the applicant and the employees of the commercial medical marijuana permittee may be subject to prosecution under federal laws governing cannabis.

E. Company understands that the City accepts no legal liability in connection with the approval and subsequent operation of a commercial medical marijuana business.

F. The City desires to consider issuing a CUP to Company pursuant to Arvin Municipal Code Chapter 17.64 to allow Company to engage in commercial cannabis activities, and requires this Agreement as a precondition to issuance.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification. To the fullest extent permitted by law, Company shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers (“City Indemnitees”) from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, “Losses”) incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a “Claim”), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the issuance of the CUP or

other entitlements to operate a commercial medical marijuana business; or (iv) the City's granting, issuing or approving use of this Agreement. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Company shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Company's indemnification obligations under the preceding portions of this paragraph shall apply regardless of whether the City Indemnitees are negligent, but shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any City Indemnitees.

In addition, Company shall indemnify, hold harmless and defend the City Indemnitees from any and all federal enforcement action(s) arising from (i) the execution of this Agreement, (ii) the issuance of the CUP, and/or (iii) any other entitlements or approvals by the City to operate the Company's commercial cannabis business. Further, Company shall indemnify, hold harmless and defend the City Indemnitees from any and all violation(s) of federal, state and/or local law by Company, its officers, officials, employees, agents, subcontractors, independent contractors and volunteers.

If Company should subcontract all or any portion of the work to be performed under this Agreement, Company shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of the two prior paragraphs of this Section. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Losses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

2. Reimbursement. Company and its successors in interest agrees to and shall reimburse the City for any and all costs and expenses, including reasonable attorneys' fees and costs and all court and filing fees arising from the City's approval of Company's commercial cannabis permit, the City's approval of Company's operation of a commercial cannabis business or facility(ies), or this Agreement.
3. Selection of Attorney. The City shall have the right to approve any counsel selected by Company and said approval shall not be unreasonably withheld. Company shall reimburse the City for any and all of the City's costs, including any attorney and staff time, to determine the suitability of the attorney or attorneys proposed by Company.
4. Review of Briefs and Filings. Notwithstanding the foregoing, the City shall have final approval of all briefs, pleadings, proposed settlements, filings, etc., submitted on behalf of the City in any litigation related to the defense of this matter. Company shall reimburse the City for the City Attorney's Office review time at the current hourly rate for litigation.
5. Insurance. Throughout the life of this Agreement, Company shall pay for and maintain in full force and effect insurance as required by State law and as set forth in this Agreement per the limits and provisions set forth below:
 - a. Commercial General Liability: Company shall obtain, pay for and maintain in effect during the life of this Agreement, a policy of commercial general liability insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California, on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence.

- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Company has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.
 - c. Bond: **Subject to authorization by the Arvin Municipal Code**, in the alternative to maintaining Commercial General Liability, Company shall post a bond, in a form subject to approval by the City Attorney, with the City in the amount of \$2,000,000.00.
 - d. Failure to Maintain Required Insurance: Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement, the Commercial Cannabis Permit, and the CUP, and Company agrees to the same. **Subject to authorization by the Arvin Municipal Code**, prior to terminating this Agreement, the Commercial Cannabis Permit, and/or the CUP for failure to maintain the required insurance, the City may provide Company with written notice of its intent to terminate unless the City receives proof Company obtained the required insurance within seven (7) days from the date upon the notice. If Company fails to timely provide proof of the required insurance, Company shall immediately cease all business activity, including but not limited to cultivation, harvesting, manufacturing, transporting and/or delivering cannabis or cannabis products. Failure to immediately cease all business activity shall subject Company to the penalties, enforcement and cost recovery provisions established within the Arvin Municipal Code.
 - e. Policies: All of the policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents may apply in excess of, and not contribute with Company's insurance. Company and the insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.
 - f. Use of Property: No use of the Subject Property pursuant to the Commercial Cannabis Permit, the CUP or this Agreement shall commence until the Company has provided the City with Certificates of Insurance, copy of the full policy and/or any additional materials evidencing the above insurance coverages and said insurance is approved by the City.
 - g. Duty: The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies or coverage limits are applicable.
 - h. Subcontractor: If Company should subcontract all or any portion of the services to be performed under this Agreement, Company shall require each subcontractor to comply with the terms and conditions of this Agreement.
6. Future Approvals. Nothing in this Agreement obligates the City or any other governmental entity to grant final approval of any matter referring or relating to the Commercial Cannabis Permit, the CUP, operation of a commercial marijuana business(es) or facility(ies), and/or this Agreement, nor does it obligate the City to pursue or defend any claims, demands or action in law or equity, nor does it otherwise limit the City's authority to resolve any such claim, demand or action.
7. Attorneys Fees. If any party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and costs.

8. Enforcement Remedies. Company's sole remedy is to bring a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity to enforce this Agreement or claims for entitlement(s) related to the Subject Property against the City.
9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation or receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
10. Waiver. The waiver by a party of any breach shall not be construed to be a continuing waiver of any subsequent breach. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
11. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be the Superior Court of California, County of Kern.
12. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
13. Interpretation. The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but rather by construing the terms in accordance with their general accepted meaning.
14. Amendments and Modifications. This Agreement may be modified only by written instrument duly authorized and executed by all Parties herein.
15. Recitals. All provisions and Recitals within this Agreement shall be considered part of this contract and carry the same weight, force and effect as any other terms and conditions herein.
16. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

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///

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18. Knowing and Voluntary Agreement. The parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the parties hereto represents, acknowledges, and agrees that such party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

CITY OF ARVIN,
a municipal corporation

Name of Entity

By: _____
Jose Gurrola, Mayor
_____, 201_

*By: _____
_____, 201_

ATTEST:

*By: _____
_____, 201_

By: _____
Cecilia Vela, City Clerk

Name of Additional Entity

APPROVED AS TO FORM:

*By: _____
_____, 201_

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, City Attorney

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions or other documents may be required to establish authority to sign on behalf of the entity**

EXHIBIT A – SUBJECT PROPERTY



CITY OF ARVIN
141 Plumtree Drive, P.O. Box 548
Arvin, California 93203
661-854-2822 Office
661-854-2969 Fax
ARVIN – SPECIAL STUDIES AND SERVICES

SPECIAL STUDIES

The City requires that all environmental impacts evaluated for a project. The City has identified those specific studies that are necessary for most projects. If required, these studies need to be completed and included with the application before it can be further processed (this will depend on the application type selected so please read each carefully). Please note that during the course of review of your project or as part of the environmental analysis, the Community Development Department may determine that the preparation of additional studies (e.g. Noise, agricultural land conversion, land use studies, parking analysis, etc.) may be necessary, or if impacts are found to be significant, the preparation of an environmental impact report (EIR).

Any questions or to request a meeting to discuss the Special Studies criteria, please contact the Community Development Director.

ARCHAEOLOGICAL EVALUATION/STUDY

If you checked an application type in the **General Plan & Zone Changes category, Tract map, or Parcel map**, please consult with the Archaeological Information Center (AIC) at California State University- Bakersfield, located at 9001 Stockdale Highway, (661) 664-2289/FAX(661) 664- 2415. The AIC will provide you with a letter informing the City as to how to proceed regarding the archaeological impacts of your project. If the AIC recommends that an archaeological study and/or evaluation be completed, you must retain a qualified archaeological consultant to prepare the analysis. You will be responsible to pay any fees for this work directly to the AIC and/or consultant.

If your project is a **site plan review or conditional use permit**, you do not need to contact the AIC. Staff will first evaluate your project and determine if consultation with the AIC is necessary.

WATER "WILL SERVE" LETTER

If you checked an application type in the **General Plan & Zone Change category, Tract map or Parcel map**, you must include with your application a "will serve" letter (*on their official letterhead*) from the appropriate water purveyor. This letter must be dated within 60 days of submitting the application. You will be responsible for contacting the water purveyor and paying any fee they may charge for preparing this letter.



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ARVIN – SPECIAL STUDIES AND SERVICES

AIR QUALITY IMPACT STUDY

If you checked an application type in the General Plan & Zone Change category, Tract Map or Parcel Map, and the size of your project is at or above one of the levels shown in the following tables, you are required to submit an Air Quality Impact Study with your application that uses the most currently available emissions model. The preparer of this study must be qualified to prepare an air quality analysis in accordance with the San Joaquin Valley Air Pollution Control District (APCD) " Guide for Assessing and Mitigating Air Quality Impacts." At a minimum, the study shall include an project description, a discussion of the environmental setting, and an evaluation of the following items: (1) short and long term project emission impacts, (2) cumulative impacts, and (3) proposed mitigation measures. Any adjustments to the default settings of the emissions model shall be clearly identified and presented along with summary printouts from the model run that support the conclusions in the report. If you have any questions regarding the thresholds study, the contact person for the APCD is Heather Ellison, 2700 M Street #275, Bakersfield, CA 93301; (661) 326-6980. You may contact the Planning Department at (661) 854-6183 for a list of consultants qualified to prepare this analysis.

Generally, projects at or above the levels indicated in the tables below are likely to exceed the recommended threshold of significant impact of 10 tons per year for Reactive Organic Gases (ROG) and Oxides of Nitrogen (NOx). However, there may be some projects that are less than the levels shown that may still require an air quality study to be prepared. In this case, the Community Development Department will notify you after preliminary review your application if additional analysis is necessary.

SMALL PROJECT ANALYSIS LEVEL (SPAL) IN VEHICLE TRIPS*

LAND USE CATEGORY	PROJECT SIZE
Residential Housing	1,453 trips per day
Commercial	1,676 trips per day
Office	1,628 trips per day
Institutional	1,707 trips per day
Industrial	1,506 trips per day

*Source: San Joaquin Valley Air Pollution Control District

SMALL PROJECT ANALYSIS LEVEL (SPAL) BY PROJECT TYPE*

HOUSING TYPE	PROJECT SIZE
Single Family	152 Units
Apartments, Low Rise	220 Units
Apartments, High Rise	345 Units
Condominiums, General	270 Units
Condominiums, High Rise	335 Units
Mobile Homes	330 Units
Retirement Community	460 Units

*Source: San Joaquin Valley Air Pollution Control District



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ARVIN – SPECIAL STUDIES AND SERVICES

TRAFFIC ANALYSIS

The City of Arvin requires traffic impact studies to be done for all development including residential, commercial and industrial, exceeding the thresholds identified in Table-Traffic Peak Trips Per Day below. All transportation impact studies shall be performed by a consultant qualified to perform such studies. Requirements to mitigating negative traffic impacts shall apply. .

All projects will be required to submit a traffic impact study (TIS) to the planning staff along with their application if their project is deemed to meet the following thresholds or conditions, except where the community development director and public works director may, upon review of the project, determine that a traffic impact study (TIS) is not necessary even though the project may meet one or some of the thresholds or criteria listed below.

- A. The peak hour trip generation rate will exceed one hundred peak hour trips per day. Table – Traffic Peak Trips Per Day;
- B. The California Department of Transportation in consultation with the City of Arvin shall determine the need of a traffic impact study (TIS) for project fronting a state highway;
- C. In close proximity to a school which might be significantly impacted by increased traffic from the development;
- D. Or any other project deemed by the city staff to be a safety and general welfare issue;
- E. Projects are cumulative.

Table – Traffic Peak Trips Per Day

Land Use Type	Peak Hour Traffic Generation 10% of Daily Trips	Number of Units (DU, FAR, etc.)**
Single-family residential	100	150
Townhouses	100	295
Apartments	100	245
Condominiums	100	295
Mobilehome park	100	305
Shopping center	100	15,500 sq. ft.
Fast food restaurant*	100	5,200 sq. ft. FAR
Convenience store with gas pumps	100	1,300 sq. ft. or 5 pumps
Bank with drive in	100	4,400 sq. ft.
Hotel/motel	100	250 rooms
General office	100	55,000 sq. ft.
Medical/dental office	100	37,000 sq. ft.
Research and development	100	85,000 sq. ft. or 4.5 acres
Light industrial	100	115,000 sq. ft. or 8 acres
Manufacturing	100	250,000 sq. ft.

* Use mid-day peak period in calculations; **DU = Dwelling unit; FAR = Floor area ratio



CITY OF ARVIN

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CONDITIONAL USE PERMIT – SECTION 17.56 COMMERCIAL CANNABIS ACTIVITY SUPPLEMENTAL INFORMATION – CHAPTER 17.64

Authority

**Sec
17.56**

17.56.020 - Prohibited uses permitted when. Certain uses may be permitted by the planning commission and the city council in zones in which they are not permitted by this title where such uses are deemed essential or desirable to the public convenience or welfare, and are in harmony with the various elements or objectives of the comprehensive general plan. The procedure for filing of applications, filing fees, investigations, notices, public hearings, findings and appeal shall be the same as provided in Chapter 17.54 for variances, except that the planning commission may waive public hearings on an application for conditional use permits for public utility or public service uses or public buildings, when found to be necessary for the public health, safety, convenience or welfare

Note: No building permit shall be issued nor a Business License shall be issued until a Conditional Use Permit is approved.

SECTION 1: *Payment of Fees – See Payment Processing Request – Fee Calculation and Deposits:*

Attach Calculation Work Sheet to Application Submittal;	Total Deposit Due: \$
	Total Flat Fee Due: \$

ACKNOWLEDGEMENT BY APPLICANT: I acknowledge that the deposit filing fee for this application may exceed the initial deposit and the City may require additional deposit of monies prior to action being taken by the City on this application. I also acknowledge and agree with, that the City will stop all efforts and processing of this application until such funds are deposited as determined by the City. Should additional funds not be deposited within 30 calendar days, the application shall become null and void. A new application and filing fees shall be required should the application become void due to lack of funds being deposited.

Applicant Print: _____ Applicant Sign: _____ Date: _____

SECTION 1a: *Receipt and application date:*

Payment of application fees in the amount of	of	\$	
Date Received:			
Staff:			
Receipt No.			

SECTION 2: *Applicant's Information:*

- 1. Name:
- 2. Address:
- 3. Contact Information: Email:

SECTION 3: *Property Owners Information:*

- 4. Name:
- 5. Address:
- 6. Contact Information: Email:

SECTION 4: *Project Information and Description:*

1.	Proposed Name:			
2.	Address:			
3.	Location:			
4.	Assessor Parcel Number:			
5.	GP Designation: Zoning Designation:			
6.	Parcel Size:			
7.	Direction:	Surrounding Uses:	General Plan Designation	Zoning Designation
	Subject Site			
	North			
	East			
	South			
	West			
8.	Existing Structures:			

9.	Proposed Development – Utilize the Attached Section 17.70 Site Development Standards with the proposed project to determine compliance.
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In order to process the application **ALL** of the following items must be presented, unless specifically waived by the Planning Division:

1	<p>Completed Application Form Part 1 General Information, including: Signature of all property owners Environmental Questionnaire Form Indemnification Form Hazardous Waste Form</p> <p>Submittal of Information as listed below.</p>
2	<p>Payment of all application fees. Applicants are responsible for all fees and costs (cost of postage for Public Hearings, engineer initial review, consultants, etc.) of processing an application with the City of Arvin. Where a deposit is required, an applicant is responsible for maintaining a positive balance with the City. A negative balance will cause an application to become incomplete, and work on the application may be halted until sufficient funds are deposited with the City of Arvin.</p>
3	<p>Plans and Exhibits as described below. All plans shall be prepared by the appropriately licensed and qualified professional architect, engineer, or surveyor, (<i>Business & Professions Code Chapter 3 Division 3</i>). All plans must be drawn to scale and dimensioned appropriately. Five full size sets of each plan (24 x 36) and 10 copies of each set of plans reduced to 11" by 17" and (1) copy of each set of plans reduced to 8 1/2" by 11" are required.</p> <p>Applicant shall also be required to submit to the City of Arvin Community Development Department the proposed said Architecture and Site Plans in an electronic format (i.e. pdf)."</p> <p>Map showing or containing the following:</p>
	a. Site Plan showing all existing and proposed buildings, structures, and other physical features, including: parking areas, drainage system, driveways, streets, curbs, walkways, fences, walls, light standards, signs, large trees, etc. The site plan shall also indicate the use of directly adjoining properties and include any buildings or other structures within 50-feet of the proposed project site.
	b. Building Elevations showing the front, side and rear views of typical buildings and structures, including all mechanical, duct work, utility boxes, etc. The building elevations shall identify the type of color of the building materials proposed for all buildings or structures, (color renderings are encouraged.)
	c. Floor Plans showing entryway, windows, walls, gross floor area, seating arrangements (if applicable) and the intended use of each interior area.
4	Site Photos (one set) of the site and surrounding area to include a photo location map
5	Legal Description (one) of the properties proposed for the use permit.
6	Preliminary Title Report , not less than six months old, for all properties involved in the proposed development. – For Commercial Cannabis Activity Applications – current Title Report is required.
7	Landscape Plan showing the type, size and location of all proposed plant materials and irrigation system, etc. Landscape Plan must be prepared by a licensed landscape architect or other legally qualified design professional or contractor.
8	Assessor's Parcel Map (one) identifying the site of the proposed project.
9	Preliminary Grading and Drainage Plans. May be required by the City Engineer.
10	Flood Plain Elevation as required by Chapter 15 32 Flood Plain Management Regulations



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CUP – Commercial Cannabis Supplemental CHAPTER 17.64 Commercial Cannabis Activity

Note: Pursuant to Arvin Municipal Code Chapter 17.64, no commercial cannabis permit shall be issued until a Conditional Use Permit is approved. Commercial cannabis permit applications shall be denied if the commercial cannabis business fails to conform with any condition imposed as part of a conditional use permit. Applicants must complete this supplemental conditional use permit application form in addition to the general conditional use permit forms provided by the City pursuant to Arvin Municipal Code Chapter 17.56. No conditional use permit application will be accepted for processing until all required application fees have been paid as required by the Arvin Municipal Code, including but not limited to Chapter 17.56 thereof.

SECTION 1: Locational Limitations and Criteria - *Conditional Use Permit*

Commercial cannabis activity shall be authorized in the City of Arvin only as expressly provided in this Chapter and within the following zoning districts: M-1, M-2, M-3, A-1 and A-2 zoning districts. A commercial cannabis activity or business shall be at least one thousand (1,000') feet from any school, park and/or library, and shall be prohibited from being located across a street or alley from any residential properties or within 200 feet of residential zoned district(Section 17.64.110). Further, any commercial cannabis activity not expressly authorized by this Chapter shall be prohibited. (AMC 17.64.050).

Please provide the information requested below for the real property upon which applicant seeks to operate a commercial cannabis business (attach additional pages as necessary):

Zoning District:	
Street Address:	
Legal Description:	
Assessor Parcel Number(s):	
General Description of Location:	
Is the location within 1,000 feet from any school, park, and/or library?	
Is the location within a residential area or district?	
Is the location adjacent to a residential area or district?	
Is the location across a street or alley from any residential property?	

SECTION 2: List the requested Commercial Cannabis Activity and Briefly Describe Square Footage Requested, Etc.

Commercial cannabis activity application to be summarized in this section. The Commercial Cannabis Activity Permit Application is to be completed with sufficient information so that the Commercial Cannabis Activity description may be incorporated into the Conditional Use Permit project description and environmental assessment. The more detailed information relating to the physical operation and types of activity proposed.

IMPORTANT: Each Commercial Cannabis Activity require a separate Commercial Cannabis Activity Permit -describe each activity completely in order for the Conditional Use Permit and Environmental Assessment analysis address EACH application.

Please provide the information for each: Commercial Cannabis Activity, Square Footage Requested upon which applicant seeks to operate a commercial cannabis business (attach additional pages as necessary): NOTE: If the Commercial Cannabis Activity Permit is completed – attach.

Commercial Cannabis Activity Type	Description and Supporting Information

SECTION 3: Alcohol and Tobacco Restrictions: - *Conditional Use Permit*

No person shall cause or allow the sale, dispensing, or consumption of alcoholic beverages on or about the premises of any commercial cannabis business. No commercial cannabis business may operate at the same location as an alcohol-related use as that term is defined pursuant to state law and/or the Arvin Municipal Code. (AMC 17.64.120).

Applicant, being the undersigned, hereby agrees that no alcoholic beverages will be sold, dispensed or consumed on the premises of the proposed commercial cannabis business.

Printed Name:	
Date:	
Signature:	

SECTION 4: Compliance with Arvin Municipal Code - *Conditional Use Permit*

It is the responsibility of the commercial cannabis permit holder, owners and operators of the commercial cannabis business, to ensure that it is, at all times, operating in a manner compliant with all applicable local laws and any regulations promulgated thereunder. (AMC 17.64.140.) Commercial cannabis businesses shall be required to comply with all zoning, land use, and development regulations applicable to the underlying zoning district in which they are permitted to establish and operate as set forth in Title 17 of the Arvin Municipal Code. (AMC 17.64.110).

Applicant, being the undersigned, has reviewed, understands, and hereby agrees to comply with Title 17 (“Zoning”) of the Arvin Municipal Code, including but not limited to Chapter 17.64 (“Commercial Cannabis Activity”), at all times while operating a commercial cannabis business on the above-referenced property. Applicant further agrees to comply with all other applicable provisions of the Arvin Municipal Code at all times while operating a commercial cannabis business on the above-referenced property.

Printed Name:	
Date:	
Signature:	

SECTION 5: Compliance with California Environmental Quality Act Mitigation Measures - *Conditional Use Permit*

Applicant, being the undersigned, hereby agrees to comply with the terms of any and all mitigation measures which are or may be adopted, imposed or adhered to by the City of Arvin pursuant to the California Environmental Quality Act relating to or affecting the operation of a commercial cannabis business on the above-referenced property.

Printed Name:	
Date:	
Signature:	

SECTION 6: Compliance with State Law - *Conditional Use Permit*

It is the responsibility of the commercial cannabis permit holder, owners and operators of the commercial cannabis business, to ensure that it is, at all times, operating in a manner compliant with all applicable state laws and any regulations promulgated thereunder. (AMC 17.64.140.)

Applicant, being the undersigned, hereby agrees to comply with all applicable laws, rules and regulations of the State of California and any of its administrative agencies and departments, including but not limited to the Bureau of Cannabis Control, the Department of Food and Agriculture, and the Department of Public Health, relating to the operation of a commercial cannabis business on the above-referenced property.

Printed Name:	
Date:	
Signature:	

SECTION 7: Indemnification - *Conditional Use Permit*

Applicant, being the undersigned, hereby agrees to indemnify, defend and hold harmless (at Applicant's sole expense, the City of Arvin, its elected officials, employees, agents, officers, and representatives, and each and all of them individually, from all liability or harm arising from or in connection with all claims, damages, attorney's fees, costs and allegations arising from or in any way related to the operation of the commercial cannabis business on the above-referenced property. Applicant further agrees to reimburse the City for any costs and attorney's fees that the City may be required to pay as a result of such action. Applicant agrees that the City may, at its sole discretion, participate at its own expense in the defense of any such action. Applicant to Complete "Commercial Cannabis Indemnification Agreement" and submit all support documents.

Printed Name:	
Date:	
Signature:	

SECTION 7: Applicant Certification - *Conditional Use Permit*

Applicant, being the undersigned, hereby certifies under penalty of perjury, under the laws of the State of California, that applicant has personal knowledge of the information contained in this application, and that the information contained herein is true and correct.

Printed Name:	
Date:	
Signature:	



**CHECKLIST – COMMERCIAL CANNABIS BUSINESS
CONDITIONAL USE PERMIT CRITERIA**

City of Arvin – Municipal Code Chapter 17.64.

Arvin Municipal Code Section 17.64.060 provides minimal operational and locational criterion for commercial cannabis businesses.

Other Conditions may be considered by the Planning Commission.

INSTRUCTIONS: Box marked Yes meets city standards.
 Box marked No does not meet city standards.
 N/A means not applicable to the proposed project.

YES	NO	N/A	CRITERIA	NOTES
			Payment of application fee.	
			Commercial cannabis business shall not be located in any City zoning district other than M-1, M-2, M-3, A-1 and A-2 zoning districts.	
			Commercial cannabis business shall not be located within one thousand feet (1,000') from any school, park and/or library.	
			Commercial cannabis business shall not be located across a street or alley from any residential property.	
			Information provided regarding location within or adjacent to residential zone or area.	
			Applicant's agreement to comply with alcohol prohibition on subject premises.	
			Applicant's agreement to comply with Arvin Municipal Code.	
			Applicant's agreement to comply with applicable State laws and regulations.	
			Applicant's agreement to comply with California Environmental Quality Act mitigation measures.	
			Applicant's agreement to indemnify City.	
			Applicant's certification of accuracy of information provided.	