



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

October 15, 2024
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Sec. 54956.9)
Name of Case: American Civil Liberties Union of Northern California v. Woodland Police Department (Yolo County Superior Court Case No. CV2024-2220)

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

Land Acknowledgment Statement - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.gov. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please

identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

2. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

3. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. CONSENT CALENDAR

4. SUBJECT: Job Description Modification - Conservation Coordinator

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve modifications to the job description for the Conservation Coordinator.

5. SUBJECT: Salary Schedule Effective October 1, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland salary schedule effective October 1, 2024.

6. SUBJECT: Carton Council Grant Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, authorizing the appropriation of \$14,500 of grant funds to the Recycling Fund (2250) to implement carton recycling.

7. SUBJECT: Waiver of Second Reading and Adoption of Ordinance No. ____, Restrictions for Biodiversity Conservation at the Woodland Regional Park Preserve

RECOMMENDATION FOR ACTION: Staff recommends that the City Council waive the second reading and adopt Ordinance No. ____, adding Chapter 6.10 "Restrictions for Biodiversity Conservation at the Woodland Regional Park Preserve" to Title 6 "Animals and Fowl" of the Woodland Municipal Code.

I. PUBLIC HEARINGS

8. SUBJECT: Designation of East St. Underground Utility District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; and 3) Adopt Resolution No. ____ designating the East St. Underground Utility District.

9. SUBJECT: Perfect Union - Woodland, LLC Retail Cannabis Conditional Use Permit

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 1810 E. Main Street, Ste. 101 in the City's Regional Commercial with Light Industrial Flex Overlay zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Perfect Union - Woodland, LLC and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

10. SUBJECT: Woodland Cannabis Dispensary Retail Cannabis Conditional Use Permit

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 163 Court Street in the City's Community Commercial Mixed Use zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

11. SUBJECT: Sundial Collective Retail Cannabis Conditional Use Permit

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 3 Court Street in the City's Community Commercial Mixed Use zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Sundial Collective Woodland, LLC and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

12. SUBJECT: Yolo Cannabis Club Cannabis Conditional Use Permit

RECOMMENDATION: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical

exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 367 West Main Street, Ste. 353-D in the City's Corridor Mixed Use – West Main Street zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Infinity Assets Woodland Inc., dba Yolo Cannabis Club, and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

J. REPORTS OF THE CITY MANAGER

13. SUBJECT: Amendments and Additions to the Woodland Municipal Code Relating to Camping Within the City Limits.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an Ordinance of the City Council of the City of Woodland, California, amending sections 9.48.030 and 9.48.050 and adding sections 9.48.060 through 9.48.090 to the Woodland Municipal Code relating to Camping Within the City Limits.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for October 15, 2024 was posted on October 11, 2024 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Sarah Lansburgh, CMC
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: F.2
SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: G.3
SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Staff Contact:

Sarah Lansburgh, CMC, City Clerk, (530) 661-5806, sarah.lansburgh@cityofwoodland.gov

Background:

This calendar is being provided for planning purposes only and is intended to keep the Council apprised of upcoming agenda items and plan for upcoming Council items.

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

CITY COUNCIL LONG RANGE CALENDAR

November 5th

REGULAR MEETING

City Council Meeting Minutes for October 1 and October 15

Second Reading of Camping Ordinance

Community Services Department Quarterly Report

Gibson Rd/SR-113 Interchange Modification Project – Approve Plans & Specs, Authorize Bid Advertisement

November 19th

REGULAR MEETING

FY 2024/25 Quarterly Budget Update

Library Roof Project

Woodland Tennis Club Agreement

East Beamer Way Emergency Shelter – Operating Agreement Amendment and PLHA Funding Agreement

Construction and Demolition Debris Recycling Ordinance Updates – Public Hearing

Mobile Vendor Ordinance Updates

Adoption of PG&E Rule 20 Underground District

December 3rd

REGULAR MEETING

(Pending Timing of Certification of Election Results by Elections Office)

City Council Meeting Minutes for November 5 and November 19

Declare Results of November 5, 2024 Election

Administer Oath of Office of Office – New/Re-elected Council Members

Designation of Mayor and Mayor Pro Tempore

Mayor’s Remarks

December 17th

REGULAR MEETING

Measures F and R – FY 2024 Annual Reports

AB 1600 Annual Report Fiscal Year 2023/24

Waste Management Annual Rate Adjustment

City Council Meeting Schedule for 2025

City Council Committees Assignments for 2025

Appoint Representative to Sac/Yolo Mosquito & Vector Control District

Future Topics / Study Sessions:

Truck Route Map Modifications – Public Hearing (January)

Campaign Contribution Ordinance Update (TBD)

Downtown Transit Hub Presentation (TBD)

Updated 10/11/2024



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: H.4
SUBJECT: Job Description Modification - Conservation Coordinator

Recommendation for Action: Staff recommends that the City Council approve modifications to the job description for the Conservation Coordinator.

Staff Contact:

Kim McKinney, Administrative Services Director, (530) 661-5849, kim.mckinney@cityofwoodland.gov

Fiscal Impact:

No fiscal impact resulting from modification of the job description.

Discussion:

Due to a current vacancy and pending recruitment for a new Conservation Coordinator, staff has identified an opportunity to update the related job description. The previous job description was written and adopted in 2006, and the proposed attached job description has been modified to ensure it accurately reflects the current duties and requirements of the position. No adjustment is proposed to the salary range associated with the Conservation Coordinator position.

Conclusion:

Staff recommends that the City Council approve modifications to the job description for the Conservation Coordinator.

Prepared by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Job Description - Conservation Coordinator 10-15-24

CONSERVATION COORDINATOR

DEFINITION

To prepare and implement a wide variety of environmental programs in areas of integrated waste management, water conservation and other resources.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Environmental Resource Analyst or designee. Responsibilities may include direct or indirect supervision of volunteer, temporary or part-time staff.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class. This is not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS:

General

- Coordinates and updates the City's environmental programs; develop program materials for presentations to schools, community and neighborhood groups. Track and analyze program-related legislation; make recommendations for City involvement in pending legislation and compliance and implementation of existing legislation.
- Develop program and time schedules for implementation of environmental programs; accumulate data and prepare reports, including informational flyers, press releases, articles and prepare Council Communications and other correspondence.
- Provide general information to the public, other City departments, and other government agencies pertaining to environmental conservation programs, which may include social media content, adverts, educational material, publications, and other related materials.
- Develop a presence on social media utilizing various social media tools.
- Develop educational tools and presentations to various organizations and community members.
- Develop and execute various conservation events, which address current conservation issues such as temperatures, changes in precipitation, storms, flooding, droughts, wildfire and other environmental issues.
- Collaborate with other public agencies to promote and support correlating environmental programs and efforts.
- Provide public outreach and education at community events, which may require evening and weekend participation. Administer rebate and incentive programs.
- Assist with City electricity and solar use monitoring and analysis.
- Coordinate with the Sustainability Advisory Committee on community engagement.

- Assist with Climate Action Plan implementation and greenhouse gas monitoring efforts and outreach.
- Keep abreast of current developments, trends, legislative action, and practices in the field of integrated waste management, water conservation, and other environmental programs.
- Identify, prepare and manage grants from a variety of funding sources.
- Assist with contract management, develop program protocols, create tracking systems.
- Prepare and track internal division annual budget.
- Represent the City at board, commission, and professional group meetings as necessary.
- Act as a liaison with local, regional and state environmental conservation and sustainability programs.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that the failure of such attendance undermines the City's ability to provide critical services to employees, department and the public.
- Performs related duties as assigned.

Solid Waste and Recycling:

- Develop and implement program materials and procedures for compliance with legislative requirements pertaining to SB 1383, AB 939, and other recycling, waste reduction, and integrated waste management regulations.
- Conduct inspections and enforcement measures for compliance with waste diversion and food recovery programs.
- Assist with administering the construction and demolition recycling program and coordinating with City departments for project compliance.
- Coordinate with the City's franchise hauler to provide outreach and education.
- Review all related legislation to ensure compliance.

Water Conservation:

- Develop and implement program materials, outreach, education, and procedures pertaining to AB 1668, SB 606, and other water conservation regulations.
- Coordinate with engineering and utility staff for water loss, water quality, and leak detection efforts and program development.
- Develop and administer outreach programs such as water-wise workshops, landscape conversion tours and events, and other water related outreach opportunities.
- Monitor City-owned facilities and landscapes water consumption and coordinate with departments to remediate possible high water-use issues.
- Review all related legislation to ensure compliance.

QUALIFICATIONS:

Knowledge of:

- Principles and practices of designing effective water conservation and integrated waste management programs.
- Public relations ideas and techniques.
- Operation and programs of a personal computer.
- Codes, ordinances, resolutions, laws, recent developments, current literature and sources of information.

Skill to:

- Provide customer service and information to the general public regarding recycling, waste reduction and integrated waste management, water conservation, and other environmental resources.
- Work with a minimum of supervision and exercise initiative and sound judgment.
- Communicate effectively, both orally and in writing.
- Work cooperatively with other departments, outside agencies and the public.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

Ability to:

- Learn applicable laws and regulations.
- Develop cooperative relationships with City departments, businesses and the general public.
- Compile, analyze, and interpret data and information to monitor programs for effectiveness and assure compliance with local, State and Federal laws.
- Conduct quantitative and qualitative program analysis; assist with preparing reports and recommendations for consideration by management, committees, and City Council.
- Prepare and assist with mandatory reporting to local, State, and Federal agencies.
- Research potential outside funding sources for local programs and prepare grant applications, budget tracking, and accompanying reports, as necessary.
- Assist with environmental policy implementation, track compliance, and manage reporting and recordkeeping measures.
- Assist with contract preparation, processing, and management.
- Conduct site inspections, compliance monitoring, and enact enforcement measures, as necessary.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Minimum Education and Experience:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these abilities would be:

Education:

Completion of two years of college with major coursework in business, physical science, public administration, environmental studies, or a closely related field.

Experience:

One year of experience developing, promoting, or coordinating environmental, conservation or public outreach programs.

License or Certificate:

Required upon hire, possession of a valid California Driver's License.

Knowledge of a second language is highly desirable.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

COUNCIL ACTION: October 15, 2024



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: H.5
SUBJECT: Salary Schedule Effective October 1, 2024

Recommendation for Action: Staff recommends that the City Council approve the City of Woodland salary schedule effective October 1, 2024.

Staff Contact:

Sheila McShane, Human Resources Manager, (530)661-5807, sheila.mcshane@cityofwoodland.gov

Fiscal Impact:

The action to approve the salary schedule has no direct fiscal impact.

Background:

The California Public Employees' Retirement System (CalPERS) requires the City's salary schedule to be approved and adopted by the City Council on a quarterly basis. The requested approval by the City Council will meet the CalPERS requirement for the quarter effective October 1, 2024.

Discussion:

To ensure accurate payroll reporting and related retirement calculations, CalPERS requires the salary schedule to be reviewed and updated by action of the City Council on a quarterly basis. The salary schedule for October 1, 2024, is unchanged from the schedule approved by Council in July 2024.

Conclusion:

Staff recommends that the City Council approve the City of Woodland salary schedule effective October 1, 2024.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kim McKinney, Administrative Services Director

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Salary Schedule October 1 2024



CITY OF WOODLAND - SALARY SCHEDULE

Effective October 1, 2024

REGULAR FULL-TIME EMPLOYEES - BIWEEKLY/MONTHLY SALARY

CLASSIFICATION	GRADE	GROUP	Period	1	2	3	4	5	6	7	8
ACCOUNTANT I	M116	MMPA	Bi-Weekly	\$2,535.60	\$2,662.38	\$2,795.50	\$2,935.26	\$3,082.03	\$3,236.13	-	-
			Monthly	\$5,493.79	\$5,768.48	\$6,056.91	\$6,359.74	\$6,677.73	\$7,011.61	-	-
ACCOUNTANT II	M120	MMPA	Bi-Weekly	\$2,798.83	\$2,938.76	\$3,085.69	\$3,239.99	\$3,402.00	\$3,572.08	-	-
			Monthly	\$6,064.13	\$6,367.31	\$6,685.67	\$7,019.98	\$7,370.99	\$7,739.51	-	-
ACCOUNTING TECHNICIAN	G45	WCEA	Bi-Weekly	\$2,249.72	\$2,362.20	\$2,480.31	\$2,604.33	\$2,734.56	\$2,871.27	-	-
			Monthly	\$4,874.40	\$5,118.09	\$5,374.00	\$5,642.72	\$5,924.87	\$6,221.08	-	-
ADMIN SERVICES DIRECTOR	116	MGMT	Bi-Weekly	\$5,931.65	-	-	-	-	\$7,615.38	-	-
			Monthly	\$12,851.90	-	-	-	-	\$16,500.00	-	-
ADMINISTRATIVE CLERK I	G28	WCEA	Bi-Weekly	\$1,478.50	\$1,552.44	\$1,630.05	\$1,711.55	\$1,797.13	\$1,886.99	-	-
			Monthly	\$3,203.41	\$3,363.61	\$3,531.78	\$3,708.35	\$3,893.79	\$4,088.47	-	-
ADMINISTRATIVE CLERK II	G32	WCEA	Bi-Weekly	\$1,631.99	\$1,713.59	\$1,799.26	\$1,889.23	\$1,983.69	\$2,082.87	-	-
			Monthly	\$3,535.98	\$3,712.78	\$3,898.40	\$4,093.34	\$4,298.00	\$4,512.88	-	-
ADMINISTRATIVE CLERK III	G36	WCEA	Bi-Weekly	\$1,801.40	\$1,891.49	\$1,986.06	\$2,085.37	\$2,189.64	\$2,299.11	-	-
			Monthly	\$3,903.04	\$4,098.23	\$4,303.13	\$4,518.30	\$4,744.22	\$4,981.41	-	-
ADMINISTRATIVE SECRETARY	G42	WCEA	Bi-Weekly	\$2,089.08	\$2,193.55	\$2,303.21	\$2,418.37	\$2,539.30	\$2,666.26	-	-
			Monthly	\$4,526.34	\$4,752.69	\$4,990.28	\$5,239.81	\$5,501.81	\$5,776.89	-	-
ADMINISTRATIVE SUPERVISOR	G47	WCEA	Bi-Weekly	\$2,363.61	\$2,481.78	\$2,605.87	\$2,736.16	\$2,872.98	\$3,016.62	-	-
			Monthly	\$5,121.16	\$5,377.20	\$5,646.06	\$5,928.34	\$6,224.79	\$6,536.02	-	-
ASSISTANT ENGINEER	M125	MMPA	Bi-Weekly	\$3,166.61	\$3,324.94	\$3,491.19	\$3,665.74	\$3,849.03	\$4,041.48	-	-
			Monthly	\$6,860.99	\$7,204.04	\$7,564.25	\$7,942.43	\$8,339.57	\$8,756.55	-	-
ASSISTANT PLANNER	M118	MMPA	Bi-Weekly	\$2,663.96	\$2,797.16	\$2,937.01	\$3,083.87	\$3,238.06	\$3,399.96	-	-
			Monthly	\$5,771.92	\$6,060.52	\$6,363.52	\$6,681.72	\$7,015.80	\$7,366.58	-	-
ASSOCIATE CIVIL ENGINEER	M131	MMPA	Bi-Weekly	\$3,672.30	\$3,855.91	\$4,048.70	\$4,251.14	\$4,463.70	\$4,686.88	-	-
			Monthly	\$7,956.65	\$8,354.47	\$8,772.18	\$9,210.81	\$9,671.34	\$10,154.91	-	-
ASSOCIATE ENGINEER	M127	MMPA	Bi-Weekly	\$3,326.93	\$3,493.27	\$3,667.92	\$3,851.33	\$4,043.89	\$4,246.08	-	-
			Monthly	\$7,208.34	\$7,568.75	\$7,947.16	\$8,344.54	\$8,761.77	\$9,199.85	-	-
ASSOCIATE PLANNER	M124	MMPA	Bi-Weekly	\$3,089.38	\$3,243.85	\$3,406.03	\$3,576.34	\$3,755.15	\$3,942.91	-	-
			Monthly	\$6,693.65	\$7,028.34	\$7,379.73	\$7,748.73	\$8,136.16	\$8,542.98	-	-
BUILDING INSPECTOR I	G49	WCEA	Bi-Weekly	\$2,483.26	\$2,607.42	\$2,737.79	\$2,874.68	\$3,018.41	\$3,169.33	-	-
			Monthly	\$5,380.40	\$5,649.42	\$5,931.88	\$6,228.48	\$6,539.89	\$6,866.89	-	-
BUILDING INSPECTOR II	G53	WCEA	Bi-Weekly	\$2,741.05	\$2,878.12	\$3,022.01	\$3,173.12	\$3,331.77	\$3,498.36	-	-
			Monthly	\$5,938.95	\$6,235.92	\$6,547.69	\$6,875.10	\$7,218.84	\$7,579.77	-	-
BUS ENGAGE/RSRCE CONS PROG MGR	M124	MMPA	Bi-Weekly	\$3,089.38	\$3,243.85	\$3,406.03	\$3,576.34	\$3,755.15	\$3,942.91	-	-
			Monthly	\$6,693.65	\$7,028.34	\$7,379.73	\$7,748.73	\$8,136.16	\$8,542.98	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective October 1, 2024

CDD DEPUTY DIRECTOR	120	MGMT	Bi-Weekly	\$4,925.32	-	-	-	-	\$6,314.76	-	-
			Monthly	\$10,671.53	-	-	-	-	\$13,681.99	-	-
CHIEF BUILDING OFFICIAL	M140	MMPA	Bi-Weekly	\$4,586.19	\$4,815.50	\$5,056.27	\$5,309.10	\$5,574.54	\$5,853.27	-	-
			Monthly	\$9,936.74	\$10,433.58	\$10,955.26	\$11,503.04	\$12,078.17	\$12,682.09	-	-
CHIEF COLLECTION SYSTEM OPER	M132	MMPA	Bi-Weekly	\$3,764.10	\$3,952.31	\$4,149.93	\$4,357.41	\$4,575.29	\$4,804.06	-	-
			Monthly	\$8,155.55	\$8,563.33	\$8,991.51	\$9,441.05	\$9,913.13	\$10,408.80	-	-
CHIEF INFORMATION OFFICER	M142	MMPA	Bi-Weekly	\$4,818.37	\$5,059.29	\$5,312.25	\$5,577.86	\$5,856.76	\$6,149.59	-	-
			Monthly	\$10,439.80	\$10,961.80	\$11,509.88	\$12,085.37	\$12,689.64	\$13,324.12	-	-
CHIEF WATER SYSTEM OP	M132	MMPA	Bi-Weekly	\$3,764.10	\$3,952.31	\$4,149.93	\$4,357.41	\$4,575.29	\$4,804.06	-	-
			Monthly	\$8,155.55	\$8,563.33	\$8,991.51	\$9,441.05	\$9,913.13	\$10,408.80	-	-
CITY CLERK	125	MGMT	Bi-Weekly	\$4,804.62	-	-	-	-	\$5,838.46	-	-
			Monthly	\$10,410.00	-	-	-	-	\$12,650.00	-	-
CITY COUNCIL	110	CNCL	Bi-Weekly	\$115.38	-	-	-	-	-	-	-
			Monthly	\$250.00	-	-	-	-	-	-	-
CITY ENGINEER	M145	MMPA	Bi-Weekly	\$5,188.86	\$5,448.30	\$5,720.70	\$6,006.75	\$6,307.09	\$6,622.44	-	-
			Monthly	\$11,242.53	\$11,804.65	\$12,394.86	\$13,014.63	\$13,665.36	\$14,348.61	-	-
CITY MANAGER	101	CM	Bi-Weekly	-	-	-	-	-	\$11,682.92	-	-
			Monthly	-	-	-	-	-	\$25,313.00	-	-
CODE COMPLIANCE OFFICER I	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
CODE COMPLIANCE OFFICER II	G50	WCEA	Bi-Weekly	\$2,545.34	\$2,672.61	\$2,806.23	\$2,946.55	\$3,093.89	\$3,248.57	-	-
			Monthly	\$5,514.91	\$5,790.66	\$6,080.17	\$6,384.19	\$6,703.42	\$7,038.57	-	-
COMM & STRATEGIC POLICY MGR	M134	MMPA	Bi-Weekly	\$3,954.67	\$4,152.39	\$4,360.01	\$4,578.00	\$4,806.91	\$5,047.26	-	-
			Monthly	\$8,568.45	\$8,996.84	\$9,446.69	\$9,919.01	\$10,414.97	\$10,935.74	-	-
COMM ENHANCEMENT SPECIALIST	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
COMM RISK REDUCTION SPEC I	185A	WPFA	Bi-Weekly	\$2,473.65	\$2,597.45	\$2,727.31	\$2,863.68	\$3,006.85	-	-	-
			Monthly	\$5,359.56	\$5,627.81	\$5,909.17	\$6,204.64	\$6,514.84	-	-	-
COMM RISK REDUCTION SPEC II	185B	WPFA	Bi-Weekly	\$2,659.99	\$2,792.99	\$2,932.64	\$3,079.27	\$3,233.24	-	-	-
			Monthly	\$5,763.30	\$6,051.49	\$6,354.06	\$6,671.75	\$7,005.36	-	-	-
COMMUNITY DEVELOPMENT CLERK I	G32	WCEA	Bi-Weekly	\$1,631.99	\$1,713.59	\$1,799.26	\$1,889.23	\$1,983.69	\$2,082.87	-	-
			Monthly	\$3,535.98	\$3,712.78	\$3,898.40	\$4,093.34	\$4,298.00	\$4,512.88	-	-
COMMUNITY DEVELOPMENT CLERK II	G37	WCEA	Bi-Weekly	\$1,846.44	\$1,938.76	\$2,035.71	\$2,137.48	\$2,244.37	\$2,356.58	-	-
			Monthly	\$4,000.62	\$4,200.64	\$4,410.70	\$4,631.21	\$4,862.80	\$5,105.93	-	-
COMMUNITY DEVELOPMENT DIRECTOR	119	MGMT	Bi-Weekly	\$7,404.23	-	-	-	-	-	-	-
			Monthly	\$16,042.50	-	-	-	-	-	-	-



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COMMUNITY DEVELOPMENT TECH I	G42	WCEA	Bi-Weekly	\$2,089.08	\$2,193.55	\$2,303.21	\$2,418.37	\$2,539.30	\$2,666.26	-	-
			Monthly	\$4,526.34	\$4,752.69	\$4,990.28	\$5,239.81	\$5,501.81	\$5,776.89	-	-
COMMUNITY DEVELOPMENT TECH II	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
COMMUNITY SERVICES DIRECTOR	122	MGMT	Bi-Weekly	\$5,931.65	-	-	-	-	\$7,615.38	-	-
			Monthly	\$12,851.90	-	-	-	-	\$16,500.00	-	-
COMMUNITY SVCS OFFICER	228	WPOA	Bi-Weekly	\$2,118.81	\$2,224.76	\$2,336.00	\$2,452.80	\$2,575.45	\$2,704.22	-	-
			Monthly	\$4,590.77	\$4,820.32	\$5,061.34	\$5,314.40	\$5,580.13	\$5,859.14	-	-
COMMUNITY SVCS PROGRAM MGR	M125	MMPA	Bi-Weekly	\$3,166.61	\$3,324.94	\$3,491.19	\$3,665.74	\$3,849.03	\$4,041.48	-	-
			Monthly	\$6,860.99	\$7,204.04	\$7,564.25	\$7,942.43	\$8,339.57	\$8,756.55	-	-
CONSERVATION COORDINATOR	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
CONTRUCTION PROJECT MANAGER	M129	MMPA	Bi-Weekly	\$3,495.35	\$3,670.10	\$3,853.61	\$4,046.28	\$4,248.62	\$4,461.04	-	-
			Monthly	\$7,573.26	\$7,951.89	\$8,349.49	\$8,766.95	\$9,205.34	\$9,665.59	-	-
CRIME PREVENTION SPECIALIST	231	WPOA	Bi-Weekly	\$2,118.81	\$2,224.76	\$2,336.00	\$2,452.80	\$2,575.45	\$2,704.22	-	-
			Monthly	\$4,590.77	\$4,820.32	\$5,061.34	\$5,314.40	\$5,580.13	\$5,859.14	-	-
DATA SERVICES MANAGER	M136	MMPA	Bi-Weekly	\$4,154.86	\$4,362.61	\$4,580.74	\$4,809.78	\$5,050.26	\$5,302.77	-	-
			Monthly	\$9,002.20	\$9,452.32	\$9,924.94	\$10,421.19	\$10,942.24	\$11,489.34	-	-
DEPUTY FIRE CHIEF	162	FMMA	Bi-Weekly	\$5,544.07	\$5,821.27	\$6,112.33	\$6,417.94	\$6,793.68	-	-	-
			Monthly	\$12,012.15	\$12,612.75	\$13,243.39	\$13,905.55	\$14,719.65	-	-	-
DEPUTY POLICE CHIEF	205	PMMA	Bi-Weekly	\$5,606.55	\$5,886.88	\$6,181.22	\$6,490.29	\$6,814.80	\$7,155.54	\$7,513.32	\$7,888.99
			Monthly	\$12,147.52	\$12,754.92	\$13,392.64	\$14,062.29	\$14,765.40	\$15,503.68	\$16,278.86	\$17,092.80
DEPUTY PW DIRECTOR - UTILITIES	138	MGMT	Bi-Weekly	\$4,925.32	-	-	-	-	\$6,314.76	-	-
			Monthly	\$10,671.53	-	-	-	-	\$13,681.99	-	-
ELECTRICAL/SIGNS & MARK SUPER	M134	MMPA	Bi-Weekly	\$3,954.67	\$4,152.39	\$4,360.01	\$4,578.00	\$4,806.91	\$5,047.26	-	-
			Monthly	\$8,568.45	\$8,996.84	\$9,446.69	\$9,919.01	\$10,414.97	\$10,935.74	-	-
ELECTRICIANS ASSISTANT	G43	WCEA	Bi-Weekly	\$2,141.30	\$2,248.36	\$2,360.79	\$2,478.84	\$2,602.79	\$2,732.91	-	-
			Monthly	\$4,639.49	\$4,871.45	\$5,115.05	\$5,370.83	\$5,639.37	\$5,921.30	-	-
ENGINEERING AIDE I	G33	WCEA	Bi-Weekly	\$1,672.79	\$1,756.43	\$1,844.25	\$1,936.45	\$2,033.28	\$2,134.95	-	-
			Monthly	\$3,624.38	\$3,805.59	\$3,995.88	\$4,195.64	\$4,405.45	\$4,625.73	-	-
ENGINEERING AIDE II	G37	WCEA	Bi-Weekly	\$1,846.44	\$1,938.76	\$2,035.71	\$2,137.48	\$2,244.37	\$2,356.58	-	-
			Monthly	\$4,000.62	\$4,200.64	\$4,410.70	\$4,631.21	\$4,862.80	\$5,105.93	-	-
ENGINEERING ASSISTANT	G56	WCEA	Bi-Weekly	\$2,951.82	\$3,099.41	\$3,254.39	\$3,417.11	\$3,587.96	\$3,767.35	-	-
			Monthly	\$6,395.62	\$6,715.39	\$7,051.17	\$7,403.73	\$7,773.92	\$8,162.59	-	-
ENGINEERING TECH I	G44	WCEA	Bi-Weekly	\$2,194.84	\$2,304.58	\$2,419.81	\$2,540.81	\$2,667.84	\$2,801.24	-	-
			Monthly	\$4,755.49	\$4,993.25	\$5,242.93	\$5,505.08	\$5,780.32	\$6,069.35	-	-



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ENGINEERING TECH II	G48	WCEA	Bi-Weekly	\$2,422.69	\$2,543.83	\$2,671.01	\$2,804.58	\$2,944.80	\$3,092.04	-	-
			Monthly	\$5,249.16	\$5,511.64	\$5,787.19	\$6,076.59	\$6,380.40	\$6,699.41	-	-
ENGINEERING TECH III	G52	WCEA	Bi-Weekly	\$2,674.19	\$2,807.90	\$2,948.31	\$3,095.72	\$3,250.51	\$3,413.04	-	-
			Monthly	\$5,794.08	\$6,083.79	\$6,388.01	\$6,707.39	\$7,042.78	\$7,394.91	-	-
ENV COMPLIANCE INSPECTOR I	G39	WCEA	Bi-Weekly	\$1,939.92	\$2,036.91	\$2,138.78	\$2,245.69	\$2,357.98	\$2,475.89	-	-
			Monthly	\$4,203.17	\$4,413.31	\$4,634.02	\$4,865.67	\$5,108.96	\$5,364.42	-	-
ENV COMPLIANCE INSPECTOR II	G43	WCEA	Bi-Weekly	\$2,141.30	\$2,248.36	\$2,360.79	\$2,478.84	\$2,602.79	\$2,732.91	-	-
			Monthly	\$4,639.49	\$4,871.45	\$5,115.05	\$5,370.83	\$5,639.37	\$5,921.30	-	-
ENV COMPLIANCE SPECIALIST	G49	WCEA	Bi-Weekly	\$2,483.26	\$2,607.42	\$2,737.79	\$2,874.68	\$3,018.41	\$3,169.33	-	-
			Monthly	\$5,380.40	\$5,649.42	\$5,931.88	\$6,228.48	\$6,539.89	\$6,866.89	-	-
ENV RESOURCES ANALYST	M127	MMPA	Bi-Weekly	\$3,326.93	\$3,493.27	\$3,667.92	\$3,851.33	\$4,043.89	\$4,246.08	-	-
			Monthly	\$7,208.34	\$7,568.75	\$7,947.16	\$8,344.54	\$8,761.77	\$9,199.85	-	-
EQUIPMENT MECHANIC HEAVY	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
EQUIPMENT MECHANIC LIGHT	G41	WCEA	Bi-Weekly	\$2,038.13	\$2,140.03	\$2,247.04	\$2,359.39	\$2,477.37	\$2,601.23	-	-
			Monthly	\$4,415.95	\$4,636.74	\$4,868.58	\$5,112.02	\$5,367.63	\$5,635.99	-	-
EQUIPMENT MECHANIC SENIOR	G50	WCEA	Bi-Weekly	\$2,545.34	\$2,672.61	\$2,806.23	\$2,946.55	\$3,093.89	\$3,248.57	-	-
			Monthly	\$5,514.91	\$5,790.66	\$6,080.17	\$6,384.19	\$6,703.42	\$7,038.57	-	-
EQUIPMENT SERVICE CLERK	G32	WCEA	Bi-Weekly	\$1,631.99	\$1,713.59	\$1,799.26	\$1,889.23	\$1,983.69	\$2,082.87	-	-
			Monthly	\$3,535.98	\$3,712.78	\$3,898.40	\$4,093.34	\$4,298.00	\$4,512.88	-	-
EQUIPMENT SERVICE WORKER	G34	WCEA	Bi-Weekly	\$1,714.60	\$1,800.35	\$1,890.36	\$1,984.87	\$2,084.12	\$2,188.32	-	-
			Monthly	\$3,714.97	\$3,900.75	\$4,095.77	\$4,300.55	\$4,515.60	\$4,741.35	-	-
EXECUTIVE ASSISTANT	G49	WCEA	Bi-Weekly	\$2,483.26	\$2,607.42	\$2,737.79	\$2,874.68	\$3,018.41	\$3,169.33	-	-
			Monthly	\$5,380.40	\$5,649.42	\$5,931.88	\$6,228.48	\$6,539.89	\$6,866.89	-	-
EXECUTIVE ASST TO CM	G50	WCEA	Bi-Weekly	\$2,545.34	\$2,672.61	\$2,806.23	\$2,946.55	\$3,093.89	\$3,248.57	-	-
			Monthly	\$5,514.91	\$5,790.66	\$6,080.17	\$6,384.19	\$6,703.42	\$7,038.57	-	-
FACILITY MAINT WORKER III	G45	WCEA	Bi-Weekly	\$2,249.72	\$2,362.20	\$2,480.31	\$2,604.33	\$2,734.56	\$2,871.27	-	-
			Monthly	\$4,874.40	\$5,118.09	\$5,374.00	\$5,642.72	\$5,924.87	\$6,221.08	-	-
FACILITY MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,757.48	\$1,845.35	\$1,937.62	\$2,034.49	\$2,136.21	\$2,243.03	-	-
			Monthly	\$3,807.88	\$3,998.25	\$4,198.17	\$4,408.06	\$4,628.46	\$4,859.90	-	-
FACILITY MAINTENANCE WORKER II	G41	WCEA	Bi-Weekly	\$2,038.13	\$2,140.03	\$2,247.04	\$2,359.39	\$2,477.37	\$2,601.23	-	-
			Monthly	\$4,415.95	\$4,636.74	\$4,868.58	\$5,112.02	\$5,367.63	\$5,635.99	-	-
FINANCE CLERK I	G32	WCEA	Bi-Weekly	\$1,631.99	\$1,713.59	\$1,799.26	\$1,889.23	\$1,983.69	\$2,082.87	-	-
			Monthly	\$3,535.98	\$3,712.78	\$3,898.40	\$4,093.34	\$4,298.00	\$4,512.88	-	-
FINANCE CLERK II	G37	WCEA	Bi-Weekly	\$1,846.44	\$1,938.76	\$2,035.71	\$2,137.48	\$2,244.37	\$2,356.58	-	-
			Monthly	\$4,000.62	\$4,200.64	\$4,410.70	\$4,631.21	\$4,862.80	\$5,105.93	-	-



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FINANCE OFFICER	M141	MMPA	Bi-Weekly	\$4,700.85	\$4,935.89	\$5,182.68	\$5,441.82	\$5,713.92	\$5,999.62	-	-
			Monthly	\$10,185.18	\$10,694.42	\$11,229.15	\$11,790.60	\$12,380.15	\$12,999.17	-	-
FINANCE SPECIALIST	G41	WCEA	Bi-Weekly	\$2,038.13	\$2,140.03	\$2,247.04	\$2,359.39	\$2,477.37	\$2,601.23	-	-
			Monthly	\$4,415.95	\$4,636.74	\$4,868.58	\$5,112.02	\$5,367.63	\$5,635.99	-	-
FINANCE SUPERVISOR	G54	WCEA	Bi-Weekly	\$2,809.59	\$2,950.06	\$3,097.57	\$3,252.43	\$3,415.08	\$3,585.82	-	-
			Monthly	\$6,087.44	\$6,391.79	\$6,711.41	\$7,046.93	\$7,399.33	\$7,769.27	-	-
FINANCIAL SERVICES MGR	M136	MMPA	Bi-Weekly	\$4,154.86	\$4,362.61	\$4,580.74	\$4,809.78	\$5,050.26	\$5,302.77	-	-
			Monthly	\$9,002.20	\$9,452.32	\$9,924.94	\$10,421.19	\$10,942.24	\$11,489.34	-	-
FIRE BATTALION CHIEF-REG	152	FMMA	Bi-Weekly	\$4,860.16	\$5,103.16	\$5,358.32	\$5,626.24	\$5,907.55	-	-	-
			Monthly	\$10,530.35	\$11,056.85	\$11,609.70	\$12,190.19	\$12,799.70	-	-	-
FIRE CAPTAIN BASE ONLY	178	WPFA	Bi-Weekly	\$3,921.15	\$4,117.21	\$4,323.06	\$4,539.23	\$4,766.18	-	-	-
			Monthly	\$8,495.83	\$8,920.61	\$9,366.64	\$9,835.00	\$10,326.73	-	-	-
FIRE CHIEF	128	MGMT	Bi-Weekly	\$5,976.92	-	-	-	\$7,692.31	-	-	-
			Monthly	\$12,950.00	-	-	-	\$16,666.67	-	-	-
FIRE ENGINEER BASE ONLY	175	WPFA	Bi-Weekly	\$3,403.14	\$3,573.29	\$3,751.96	\$3,939.56	\$4,136.52	-	-	-
			Monthly	\$7,373.47	\$7,742.13	\$8,129.25	\$8,535.72	\$8,962.46	-	-	-
FIRE MARSHAL	165	FMMA	Bi-Weekly	\$4,860.16	\$5,103.16	\$5,358.32	\$5,626.24	\$5,907.55	-	-	-
			Monthly	\$10,530.35	\$11,056.85	\$11,609.70	\$12,190.19	\$12,799.69	-	-	-
FIREFIGHTER BASE ONLY	172	WPFA	Bi-Weekly	\$2,998.59	\$3,148.52	\$3,305.94	\$3,471.25	\$3,644.80	-	-	-
			Monthly	\$6,496.94	\$6,821.80	\$7,162.88	\$7,521.04	\$7,897.07	-	-	-
FIREFIGHTER RECRUIT BASE	182	WPFA	Bi-Weekly	\$2,698.73	-	-	-	-	-	-	-
			Monthly	\$5,847.26	-	-	-	-	-	-	-
FLEET & FACILITIES MGR	M131	MMPA	Bi-Weekly	\$3,672.30	\$3,855.91	\$4,048.70	\$4,251.14	\$4,463.70	\$4,686.88	-	-
			Monthly	\$7,956.65	\$8,354.47	\$8,772.18	\$9,210.81	\$9,671.34	\$10,154.91	-	-
GIS ANALYST	G62	WCEA	Bi-Weekly	\$3,423.19	\$3,594.37	\$3,774.09	\$3,962.78	\$4,160.91	\$4,368.97	-	-
			Monthly	\$7,416.91	\$7,787.80	\$8,177.19	\$8,586.03	\$9,015.31	\$9,466.10	-	-
GIS COORDINATOR	M131	MMPA	Bi-Weekly	\$3,672.30	\$3,855.91	\$4,048.70	\$4,251.14	\$4,463.70	\$4,686.88	-	-
			Monthly	\$7,956.65	\$8,354.47	\$8,772.18	\$9,210.81	\$9,671.34	\$10,154.91	-	-
GIS TECHNICIAN I	G49	WCEA	Bi-Weekly	\$2,483.26	\$2,607.42	\$2,737.79	\$2,874.68	\$3,018.41	\$3,169.33	-	-
			Monthly	\$5,380.40	\$5,649.42	\$5,931.88	\$6,228.48	\$6,539.89	\$6,866.89	-	-
GIS TECHNICIAN II	G53	WCEA	Bi-Weekly	\$2,741.05	\$2,878.12	\$3,022.01	\$3,173.12	\$3,331.77	\$3,498.36	-	-
			Monthly	\$5,938.95	\$6,235.92	\$6,547.69	\$6,875.10	\$7,218.84	\$7,579.77	-	-
HOUSING ANALYST I	M120	MMPA	Bi-Weekly	\$2,798.83	\$2,938.76	\$3,085.69	\$3,239.99	\$3,402.00	\$3,572.08	-	-
			Monthly	\$6,064.13	\$6,367.31	\$6,685.67	\$7,019.98	\$7,370.99	\$7,739.51	-	-
HOUSING ANALYST II	M124	MMPA	Bi-Weekly	\$3,089.38	\$3,243.85	\$3,406.03	\$3,576.34	\$3,755.15	\$3,942.91	-	-
			Monthly	\$6,693.65	\$7,028.34	\$7,379.73	\$7,748.73	\$8,136.16	\$8,542.98	-	-

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HUMAN RESOURCES ANALYST I	M121	MMPA	Bi-Weekly	\$2,868.79	\$3,012.23	\$3,162.84	\$3,320.99	\$3,487.05	\$3,661.39	-	-
			Monthly	\$6,215.71	\$6,526.50	\$6,852.82	\$7,195.47	\$7,555.27	\$7,933.02	-	-
HUMAN RESOURCES ANALYST II	M126	MMPA	Bi-Weekly	\$3,245.78	\$3,408.06	\$3,578.47	\$3,757.38	\$3,945.26	\$4,142.52	-	-
			Monthly	\$7,032.52	\$7,384.14	\$7,753.36	\$8,140.99	\$8,548.06	\$8,975.46	-	-
HUMAN RESOURCES CLERK	G39	WCEA	Bi-Weekly	\$1,939.92	\$2,036.91	\$2,138.78	\$2,245.69	\$2,357.98	\$2,475.89	-	-
			Monthly	\$4,203.17	\$4,413.31	\$4,634.02	\$4,865.67	\$5,108.96	\$5,364.42	-	-
HUMAN RESOURCES MANAGER	M140	MMPA	Bi-Weekly	\$4,586.19	\$4,815.50	\$5,056.27	\$5,309.10	\$5,574.54	\$5,853.27	-	-
			Monthly	\$9,936.74	\$10,433.58	\$10,955.26	\$11,503.04	\$12,078.17	\$12,682.09	-	-
HUMAN RESOURCES TECH I	G45	WCEA	Bi-Weekly	\$2,249.72	\$2,362.20	\$2,480.31	\$2,604.33	\$2,734.56	\$2,871.27	-	-
			Monthly	\$4,874.40	\$5,118.09	\$5,374.00	\$5,642.72	\$5,924.87	\$6,221.08	-	-
HUMAN RESOURCES TECH II	G50	WCEA	Bi-Weekly	\$2,545.34	\$2,672.61	\$2,806.23	\$2,946.55	\$3,093.89	\$3,248.57	-	-
			Monthly	\$5,514.91	\$5,790.66	\$6,080.17	\$6,384.19	\$6,703.42	\$7,038.57	-	-
IND ELECTRICAL/ELECT TECH	G58	WCEA	Bi-Weekly	\$3,101.26	\$3,256.32	\$3,419.14	\$3,590.08	\$3,769.60	\$3,958.07	-	-
			Monthly	\$6,719.40	\$7,055.36	\$7,408.14	\$7,778.51	\$8,167.46	\$8,575.81	-	-
INFORMATION SYSTEMS TECH I	G48	WCEA	Bi-Weekly	\$2,422.69	\$2,543.83	\$2,671.01	\$2,804.58	\$2,944.80	\$3,092.04	-	-
			Monthly	\$5,249.16	\$5,511.64	\$5,787.19	\$6,076.59	\$6,380.40	\$6,699.41	-	-
INFORMATION SYSTEMS TECH II	G52	WCEA	Bi-Weekly	\$2,674.19	\$2,807.90	\$2,948.31	\$3,095.72	\$3,250.51	\$3,413.04	-	-
			Monthly	\$5,794.08	\$6,083.79	\$6,388.01	\$6,707.39	\$7,042.78	\$7,394.91	-	-
INFRA ADMINISTRATOR	M141	MMPA	Bi-Weekly	\$4,700.85	\$4,935.89	\$5,182.68	\$5,441.82	\$5,713.92	\$5,999.62	-	-
			Monthly	\$10,185.18	\$10,694.42	\$11,229.15	\$11,790.60	\$12,380.15	\$12,999.17	-	-
JUNIOR ENGINEER	M121	MMPA	Bi-Weekly	\$2,868.79	\$3,012.23	\$3,162.84	\$3,320.99	\$3,487.05	\$3,661.39	-	-
			Monthly	\$6,215.71	\$6,526.50	\$6,852.82	\$7,195.47	\$7,555.27	\$7,933.02	-	-
JUNIOR PLANNER	M113	MMPA	Bi-Weekly	\$2,354.56	\$2,472.28	\$2,595.89	\$2,725.69	\$2,861.98	\$3,005.07	-	-
			Monthly	\$5,101.54	\$5,356.60	\$5,624.43	\$5,905.67	\$6,200.95	\$6,510.99	-	-
LAB SUPERVISOR	M127	MMPA	Bi-Weekly	\$3,326.93	\$3,493.27	\$3,667.92	\$3,851.33	\$4,043.89	\$4,246.08	-	-
			Monthly	\$7,208.34	\$7,568.75	\$7,947.16	\$8,344.54	\$8,761.77	\$9,199.85	-	-
LABRATORY TECHNICIAN I	G43	WCEA	Bi-Weekly	\$2,141.30	\$2,248.36	\$2,360.79	\$2,478.84	\$2,602.79	\$2,732.91	-	-
			Monthly	\$4,639.49	\$4,871.45	\$5,115.05	\$5,370.83	\$5,639.37	\$5,921.30	-	-
LABRATORY TECHNICIAN II	G47	WCEA	Bi-Weekly	\$2,363.61	\$2,481.78	\$2,605.87	\$2,736.16	\$2,872.98	\$3,016.62	-	-
			Monthly	\$5,121.16	\$5,377.20	\$5,646.06	\$5,928.34	\$6,224.79	\$6,536.02	-	-
LIBRARIAN III - OBSOLETE	M122	MMPA	Bi-Weekly	\$2,940.52	\$3,087.55	\$3,241.91	\$3,404.00	\$3,574.21	\$3,752.92	-	-
			Monthly	\$6,371.12	\$6,689.69	\$7,024.13	\$7,375.34	\$7,744.12	\$8,131.33	-	-
LIBRARY PROGRAM MANAGER I	M122	MMPA	Bi-Weekly	\$2,940.52	\$3,087.55	\$3,241.91	\$3,404.00	\$3,574.21	\$3,752.92	-	-
			Monthly	\$6,371.12	\$6,689.69	\$7,024.13	\$7,375.34	\$7,744.12	\$8,131.33	-	-
LIBRARY PROGRAM MANAGER II	M125	MMPA	Bi-Weekly	\$3,166.61	\$3,324.94	\$3,491.19	\$3,665.74	\$3,849.03	\$4,041.48	-	-
			Monthly	\$6,860.99	\$7,204.04	\$7,564.25	\$7,942.43	\$8,339.57	\$8,756.55	-	-



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LIBRARY SERVICES DIRECTOR	131	MGMT	Bi-Weekly	\$4,804.62	-	-	-	-	\$5,838.46	-	-
			Monthly	\$10,410.00	-	-	-	-	\$12,650.00	-	-
LIBRARY TECH ASSISTANT I	G29	WCEA	Bi-Weekly	\$1,515.47	\$1,591.23	\$1,670.80	\$1,754.35	\$1,842.06	\$1,934.15	-	-
			Monthly	\$3,283.51	\$3,447.67	\$3,620.06	\$3,801.09	\$3,991.13	\$4,190.66	-	-
LIBRARY TECH ASSISTANT II	G33	WCEA	Bi-Weekly	\$1,672.79	\$1,756.43	\$1,844.25	\$1,936.45	\$2,033.28	\$2,134.95	-	-
			Monthly	\$3,624.38	\$3,805.59	\$3,995.88	\$4,195.64	\$4,405.45	\$4,625.73	-	-
LIBRARY TECH ASSISTANT III	G37	WCEA	Bi-Weekly	\$1,846.44	\$1,938.76	\$2,035.71	\$2,137.48	\$2,244.37	\$2,356.58	-	-
			Monthly	\$4,000.62	\$4,200.64	\$4,410.70	\$4,631.21	\$4,862.80	\$5,105.93	-	-
LITERACY COORDINATOR	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
MAINTENANCE SUPERVISOR	G53	WCEA	Bi-Weekly	\$2,741.05	\$2,878.12	\$3,022.01	\$3,173.12	\$3,331.77	\$3,498.36	-	-
			Monthly	\$5,938.95	\$6,235.92	\$6,547.69	\$6,875.10	\$7,218.84	\$7,579.77	-	-
MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,757.48	\$1,845.35	\$1,937.62	\$2,034.49	\$2,136.21	\$2,243.03	-	-
			Monthly	\$3,807.88	\$3,998.25	\$4,198.17	\$4,408.06	\$4,628.46	\$4,859.90	-	-
MAINTENANCE WORKER II	G40	WCEA	Bi-Weekly	\$1,988.43	\$2,087.84	\$2,192.23	\$2,301.84	\$2,416.93	\$2,537.78	-	-
			Monthly	\$4,308.27	\$4,523.66	\$4,749.84	\$4,987.32	\$5,236.68	\$5,498.53	-	-
MAINTENANCE WORKER III	G44	WCEA	Bi-Weekly	\$2,194.84	\$2,304.58	\$2,419.81	\$2,540.81	\$2,667.84	\$2,801.24	-	-
			Monthly	\$4,755.49	\$4,993.25	\$5,242.93	\$5,505.08	\$5,780.32	\$6,069.35	-	-
MANAGEMENT ANALYST I	M120	MMPA	Bi-Weekly	\$2,798.83	\$2,938.76	\$3,085.69	\$3,239.99	\$3,402.00	\$3,572.08	-	-
			Monthly	\$6,064.13	\$6,367.31	\$6,685.67	\$7,019.98	\$7,370.99	\$7,739.51	-	-
MANAGEMENT ANALYST II	M125	MMPA	Bi-Weekly	\$3,166.61	\$3,324.94	\$3,491.19	\$3,665.74	\$3,849.03	\$4,041.48	-	-
			Monthly	\$6,860.99	\$7,204.04	\$7,564.25	\$7,942.43	\$8,339.57	\$8,756.55	-	-
MARKTNG & BUS RELATIONS SPEC	M118	MMPA	Bi-Weekly	\$2,663.96	\$2,797.16	\$2,937.01	\$3,083.87	\$3,238.06	\$3,399.96	-	-
			Monthly	\$5,771.92	\$6,060.52	\$6,363.52	\$6,681.72	\$7,015.80	\$7,366.58	-	-
PARK MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,757.48	\$1,845.35	\$1,937.62	\$2,034.49	\$2,136.21	\$2,243.03	-	-
			Monthly	\$3,807.88	\$3,998.25	\$4,198.17	\$4,408.06	\$4,628.46	\$4,859.90	-	-
PARK MAINTENANCE WORKER II	G39	WCEA	Bi-Weekly	\$1,939.92	\$2,036.91	\$2,138.78	\$2,245.69	\$2,357.98	\$2,475.89	-	-
			Monthly	\$4,203.17	\$4,413.31	\$4,634.02	\$4,865.67	\$5,108.96	\$5,364.42	-	-
PARK MAINTENANCE WORKER III	G43	WCEA	Bi-Weekly	\$2,141.30	\$2,248.36	\$2,360.79	\$2,478.84	\$2,602.79	\$2,732.91	-	-
			Monthly	\$4,639.49	\$4,871.45	\$5,115.05	\$5,370.83	\$5,639.37	\$5,921.30	-	-
PARK SUPERINTENDENT	M132	MMPA	Bi-Weekly	\$3,764.10	\$3,952.31	\$4,149.93	\$4,357.41	\$4,575.29	\$4,804.06	-	-
			Monthly	\$8,155.55	\$8,563.33	\$8,991.51	\$9,441.05	\$9,913.13	\$10,408.80	-	-
PARK SUPERVISOR	G51	WCEA	Bi-Weekly	\$2,608.98	\$2,739.43	\$2,876.40	\$3,020.21	\$3,171.24	\$3,329.79	-	-
			Monthly	\$5,652.80	\$5,935.43	\$6,232.19	\$6,543.78	\$6,871.03	\$7,214.54	-	-
POLICE CHIEF	134	MGMT	Bi-Weekly	\$7,734.16	-	-	-	-	\$10,176.52	-	-
			Monthly	\$16,757.34	-	-	-	-	\$22,049.13	-	-



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POLICE CRIME & INTEL ANALYST	212	WPSA	Bi-Weekly	\$2,716.33	\$2,852.16	\$2,994.75	\$3,144.49	\$3,301.71	-	-	-
			Monthly	\$5,885.38	\$6,179.67	\$6,488.63	\$6,813.06	\$7,153.71	-	-	-
POLICE LIEUTENANT	202	PMMA	Bi-Weekly	\$5,101.07	\$5,356.11	\$5,623.92	\$5,905.12	\$6,200.37	\$6,510.40	\$6,835.92	\$7,177.72
			Monthly	\$11,052.33	\$11,604.92	\$12,185.17	\$12,794.44	\$13,434.14	\$14,105.87	\$14,811.17	\$15,551.72
POLICE OFFICER RECRUIT	222	WPOA	Bi-Weekly	\$2,897.06	-	-	-	-	-	-	-
			Monthly	\$6,276.97	-	-	-	-	-	-	-
POLICE OFFICER-BASE ONLY	225	WPOA	Bi-Weekly	\$3,218.97	\$3,379.92	\$3,548.92	\$3,726.34	\$3,912.68	\$4,108.32	\$4,313.72	-
			Monthly	\$6,974.44	\$7,323.17	\$7,689.33	\$8,073.74	\$8,477.47	\$8,901.35	\$9,346.40	-
POLICE RECORDS SPECIALIST	234A	WPOA	Bi-Weekly	\$1,880.64	\$1,974.68	\$2,073.40	\$2,177.08	\$2,285.93	-	-	-
			Monthly	\$4,074.72	\$4,278.47	\$4,492.37	\$4,717.01	\$4,952.86	-	-	-
POLICE RECORDS SUPERVISOR	215	WPSA	Bi-Weekly	\$2,548.10	\$2,675.50	\$2,809.27	\$2,949.75	\$3,097.24	-	-	-
			Monthly	\$5,520.88	\$5,796.92	\$6,086.75	\$6,391.13	\$6,710.68	-	-	-
POLICE SERGEANT	218	WPSA	Bi-Weekly	\$3,723.63	\$3,909.81	\$4,105.31	\$4,310.57	\$4,526.10	\$4,752.41	\$4,990.03	\$5,239.53
			Monthly	\$8,067.87	\$8,471.26	\$8,894.85	\$9,339.57	\$9,806.55	\$10,296.89	\$10,811.72	\$11,352.30
POOL FACILITIES TECH	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
PRINCIPAL CIVIL ENGINEER	M141	MMPA	Bi-Weekly	\$4,700.85	\$4,935.89	\$5,182.68	\$5,441.82	\$5,713.92	\$5,999.62	-	-
			Monthly	\$10,185.18	\$10,694.42	\$11,229.15	\$11,790.60	\$12,380.15	\$12,999.17	-	-
PRINCIPAL PLANNER	M136	MMPA	Bi-Weekly	\$4,154.86	\$4,362.61	\$4,580.74	\$4,809.78	\$5,050.26	\$5,302.77	-	-
			Monthly	\$9,002.20	\$9,452.32	\$9,924.94	\$10,421.19	\$10,942.24	\$11,489.34	-	-
PRINCIPAL UTILITIES CIVIL ENG	M141	MMPA	Bi-Weekly	\$4,700.85	\$4,935.89	\$5,182.68	\$5,441.82	\$5,713.92	\$5,999.62	-	-
			Monthly	\$10,185.18	\$10,694.42	\$11,229.15	\$11,790.60	\$12,380.15	\$12,999.17	-	-
PROGAMMER ANALYST	G63	WCEA	Bi-Weekly	\$3,508.78	\$3,684.22	\$3,868.43	\$4,061.86	\$4,264.95	\$4,478.18	-	-
			Monthly	\$7,602.35	\$7,982.48	\$8,381.60	\$8,800.69	\$9,240.72	\$9,702.72	-	-
PUBLIC WORKS DIRECTOR	137	MGMT	Bi-Weekly	\$5,931.65	-	-	-	-	\$7,615.38	-	-
			Monthly	\$12,851.90	-	-	-	-	\$16,500.00	-	-
RECREATION COORDINATOR	G36	WCEA	Bi-Weekly	\$1,801.40	\$1,891.49	\$1,986.06	\$2,085.37	\$2,189.64	\$2,299.11	-	-
			Monthly	\$3,903.04	\$4,098.23	\$4,303.13	\$4,518.30	\$4,744.22	\$4,981.41	-	-
RECREATION SUPERVISOR	G50	WCEA	Bi-Weekly	\$2,545.34	\$2,672.61	\$2,806.23	\$2,946.55	\$3,093.89	\$3,248.57	-	-
			Monthly	\$5,514.91	\$5,790.66	\$6,080.17	\$6,384.19	\$6,703.42	\$7,038.57	-	-
SIGNS AND MARKINGS TECH I	G39	WCEA	Bi-Weekly	\$1,939.92	\$2,036.91	\$2,138.78	\$2,245.69	\$2,357.98	\$2,475.89	-	-
			Monthly	\$4,203.17	\$4,413.31	\$4,634.02	\$4,865.67	\$5,108.96	\$5,364.42	-	-
SIGNS AND MARKINGS TECH II	G43	WCEA	Bi-Weekly	\$2,141.30	\$2,248.36	\$2,360.79	\$2,478.84	\$2,602.79	\$2,732.91	-	-
			Monthly	\$4,639.49	\$4,871.45	\$5,115.05	\$5,370.83	\$5,639.37	\$5,921.30	-	-
SOCIAL SERVICES MANAGER	M132	MMPA	Bi-Weekly	\$3,764.10	\$3,952.31	\$4,149.93	\$4,357.41	\$4,575.29	\$4,804.06	-	-
			Monthly	\$8,155.55	\$8,563.33	\$8,991.51	\$9,441.05	\$9,913.13	\$10,408.80	-	-



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SR ACCOUNTANT	M125	MMPA	Bi-Weekly	\$3,166.61	\$3,324.94	\$3,491.19	\$3,665.74	\$3,849.03	\$4,041.48	-	-
			Monthly	\$6,860.99	\$7,204.04	\$7,564.25	\$7,942.43	\$8,339.57	\$8,756.55	-	-
SR ASSOCIATE CIVIL ENG	M134	MMPA	Bi-Weekly	\$3,954.67	\$4,152.39	\$4,360.01	\$4,578.00	\$4,806.91	\$5,047.26	-	-
			Monthly	\$8,568.45	\$8,996.84	\$9,446.69	\$9,919.01	\$10,414.97	\$10,935.74	-	-
SR BUILDING INSPECTOR	G57	WCEA	Bi-Weekly	\$3,025.61	\$3,176.89	\$3,335.74	\$3,502.53	\$3,677.67	\$3,861.53	-	-
			Monthly	\$6,555.48	\$6,883.27	\$7,227.43	\$7,588.82	\$7,968.28	\$8,366.65	-	-
SR BUILDING PLAN EXAMINER	G58	WCEA	Bi-Weekly	\$3,101.26	\$3,256.32	\$3,419.14	\$3,590.08	\$3,769.60	\$3,958.07	-	-
			Monthly	\$6,719.40	\$7,055.36	\$7,408.14	\$7,778.51	\$8,167.46	\$8,575.81	-	-
SR CIVIL ENGINEER	M138	MMPA	Bi-Weekly	\$4,365.20	\$4,583.46	\$4,812.62	\$5,053.27	\$5,305.93	\$5,571.23	-	-
			Monthly	\$9,457.94	\$9,930.83	\$10,427.35	\$10,948.76	\$11,496.18	\$12,070.99	-	-
SR COMM RISK REDUCTION SPEC	185C	WPFA	Bi-Weekly	\$2,945.27	\$3,092.54	\$3,247.17	\$3,409.52	\$3,580.01	-	-	-
			Monthly	\$6,381.42	\$6,700.51	\$7,035.54	\$7,387.29	\$7,756.69	-	-	-
SR CONTRUCTION PROJECT MANAGER	M131	MMPA	Bi-Weekly	\$3,672.30	\$3,855.91	\$4,048.70	\$4,251.14	\$4,463.70	\$4,686.88	-	-
			Monthly	\$7,956.65	\$8,354.47	\$8,772.18	\$9,210.81	\$9,671.34	\$10,154.91	-	-
SR ENGINEERING ASSISTANT	G58	WCEA	Bi-Weekly	\$3,101.26	\$3,256.32	\$3,419.14	\$3,590.08	\$3,769.60	\$3,958.07	-	-
			Monthly	\$6,719.40	\$7,055.36	\$7,408.14	\$7,778.51	\$8,167.46	\$8,575.81	-	-
SR ENV RESOURCES ANALYST	M131	MMPA	Bi-Weekly	\$3,672.30	\$3,855.91	\$4,048.70	\$4,251.14	\$4,463.70	\$4,686.88	-	-
			Monthly	\$7,956.65	\$8,354.47	\$8,772.18	\$9,210.81	\$9,671.34	\$10,154.91	-	-
SR HUMAN RESOURCES ANALYST	M132	MMPA	Bi-Weekly	\$3,764.10	\$3,952.31	\$4,149.93	\$4,357.41	\$4,575.29	\$4,804.06	-	-
			Monthly	\$8,155.55	\$8,563.33	\$8,991.51	\$9,441.05	\$9,913.13	\$10,408.80	-	-
SR MANAGEMENT ANALYST	M131	MMPA	Bi-Weekly	\$3,672.30	\$3,855.91	\$4,048.70	\$4,251.14	\$4,463.70	\$4,686.88	-	-
			Monthly	\$7,956.65	\$8,354.47	\$8,772.18	\$9,210.81	\$9,671.34	\$10,154.91	-	-
SR PLANNER	M132	MMPA	Bi-Weekly	\$3,764.10	\$3,952.31	\$4,149.93	\$4,357.41	\$4,575.29	\$4,804.06	-	-
			Monthly	\$8,155.55	\$8,563.33	\$8,991.51	\$9,441.05	\$9,913.13	\$10,408.80	-	-
SR POLICE RECORDS SPECIALIST	234B	WPOA	Bi-Weekly	\$2,068.72	\$2,172.15	\$2,280.76	\$2,394.79	\$2,514.53	-	-	-
			Monthly	\$4,482.22	\$4,706.33	\$4,941.64	\$5,188.70	\$5,448.14	-	-	-
SR PROGRAMMER ANALYST	G67	WCEA	Bi-Weekly	\$3,873.04	\$4,066.68	\$4,270.03	\$4,483.53	\$4,707.71	\$4,943.08	-	-
			Monthly	\$8,391.58	\$8,811.14	\$9,251.73	\$9,714.32	\$10,200.04	\$10,710.01	-	-
SR SIGNING AND MARKING TECH	G45	WCEA	Bi-Weekly	\$2,249.72	\$2,362.20	\$2,480.31	\$2,604.33	\$2,734.56	\$2,871.27	-	-
			Monthly	\$4,874.40	\$5,118.09	\$5,374.00	\$5,642.72	\$5,924.87	\$6,221.08	-	-
SR TRAFFIC SIGNAL STREET LIGHT	G60	WCEA	Bi-Weekly	\$3,258.25	\$3,421.16	\$3,592.22	\$3,771.84	\$3,960.44	\$4,158.45	-	-
			Monthly	\$7,059.54	\$7,412.52	\$7,783.15	\$8,172.33	\$8,580.96	\$9,009.98	-	-
SR TREE TRIMMER	G45	WCEA	Bi-Weekly	\$2,249.72	\$2,362.20	\$2,480.31	\$2,604.33	\$2,734.56	\$2,871.27	-	-
			Monthly	\$4,874.40	\$5,118.09	\$5,374.00	\$5,642.72	\$5,924.87	\$6,221.08	-	-
SR UTIL MAINT WORKER WATER	G49	WCEA	Bi-Weekly	\$2,483.26	\$2,607.42	\$2,737.79	\$2,874.68	\$3,018.41	\$3,169.33	-	-
			Monthly	\$5,380.40	\$5,649.42	\$5,931.88	\$6,228.48	\$6,539.89	\$6,866.89	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective October 1, 2024

SR UTIL MAINT WORKER WWC	G54	WCEA	Bi-Weekly	\$2,809.59	\$2,950.06	\$3,097.57	\$3,252.43	\$3,415.08	\$3,585.82	-	-
			Monthly	\$6,087.44	\$6,391.79	\$6,711.41	\$7,046.93	\$7,399.33	\$7,769.27	-	-
SR WATER POLLUTION CR OP	G67	WCEA	Bi-Weekly	\$3,873.04	\$4,066.68	\$4,270.03	\$4,483.53	\$4,707.71	\$4,943.08	-	-
			Monthly	\$8,391.58	\$8,811.14	\$9,251.73	\$9,714.32	\$10,200.04	\$10,710.01	-	-
SR WATER QUALITY SPECIALIST	G62	WCEA	Bi-Weekly	\$3,423.19	\$3,594.37	\$3,774.09	\$3,962.78	\$4,160.91	\$4,368.97	-	-
			Monthly	\$7,416.91	\$7,787.80	\$8,177.19	\$8,586.03	\$9,015.31	\$9,466.10	-	-
SR WATER SYSTEM OPERATOR	G54	WCEA	Bi-Weekly	\$2,809.59	\$2,950.06	\$3,097.57	\$3,252.43	\$3,415.08	\$3,585.82	-	-
			Monthly	\$6,087.44	\$6,391.79	\$6,711.41	\$7,046.93	\$7,399.33	\$7,769.27	-	-
SR WATER WASTEWATER INST TECH	G66	WCEA	Bi-Weekly	\$3,778.56	\$3,967.51	\$4,165.87	\$4,374.16	\$4,592.89	\$4,822.53	-	-
			Monthly	\$8,186.89	\$8,596.27	\$9,026.06	\$9,477.34	\$9,951.26	\$10,448.81	-	-
TECHNICAL SERVICES MANAGER	M136	MMPA	Bi-Weekly	\$4,154.86	\$4,362.61	\$4,580.74	\$4,809.78	\$5,050.26	\$5,302.77	-	-
			Monthly	\$9,002.20	\$9,452.32	\$9,924.94	\$10,421.19	\$10,942.24	\$11,489.34	-	-
TRAFFIC SIG/STREET LIGHT TECH	G56	WCEA	Bi-Weekly	\$2,951.82	\$3,099.41	\$3,254.39	\$3,417.11	\$3,587.96	\$3,767.35	-	-
			Monthly	\$6,395.62	\$6,715.39	\$7,051.17	\$7,403.73	\$7,773.92	\$8,162.59	-	-
TRANSPORTATION ENGINEER	M134	MMPA	Bi-Weekly	\$3,954.67	\$4,152.39	\$4,360.01	\$4,578.00	\$4,806.91	\$5,047.26	-	-
			Monthly	\$8,568.45	\$8,996.84	\$9,446.69	\$9,919.01	\$10,414.97	\$10,935.74	-	-
TREATMENT PLANT MECHANIC	G54	WCEA	Bi-Weekly	\$2,809.59	\$2,950.06	\$3,097.57	\$3,252.43	\$3,415.08	\$3,585.82	-	-
			Monthly	\$6,087.44	\$6,391.79	\$6,711.41	\$7,046.93	\$7,399.33	\$7,769.27	-	-
TREATMENT PLANT SUPERINTENDENT	M137	MMPA	Bi-Weekly	\$4,258.73	\$4,471.67	\$4,695.25	\$4,930.02	\$5,176.51	\$5,435.36	-	-
			Monthly	\$9,227.25	\$9,688.62	\$10,173.04	\$10,681.71	\$11,215.77	\$11,776.61	-	-
TREE TRIMMER I	G39	WCEA	Bi-Weekly	\$1,939.92	\$2,036.91	\$2,138.78	\$2,245.69	\$2,357.98	\$2,475.89	-	-
			Monthly	\$4,203.17	\$4,413.31	\$4,634.02	\$4,865.67	\$5,108.96	\$5,364.42	-	-
TREE TRIMMER II	G43	WCEA	Bi-Weekly	\$2,141.30	\$2,248.36	\$2,360.79	\$2,478.84	\$2,602.79	\$2,732.91	-	-
			Monthly	\$4,639.49	\$4,871.45	\$5,115.05	\$5,370.83	\$5,639.37	\$5,921.30	-	-
UNDERGRND UTIL SVC WRKR	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
UTILITIES ADMINISTRATOR	M141	MMPA	Bi-Weekly	\$4,700.85	\$4,935.89	\$5,182.68	\$5,441.82	\$5,713.92	\$5,999.62	-	-
			Monthly	\$10,185.18	\$10,694.42	\$11,229.15	\$11,790.60	\$12,380.15	\$12,999.17	-	-
UTILITY MAINT SUPERVISOR	G53	WCEA	Bi-Weekly	\$2,741.05	\$2,878.12	\$3,022.01	\$3,173.12	\$3,331.77	\$3,498.36	-	-
			Monthly	\$5,938.95	\$6,235.92	\$6,547.69	\$6,875.10	\$7,218.84	\$7,579.77	-	-
UTILITY MAINT WORKER WATER I	G37	WCEA	Bi-Weekly	\$1,846.44	\$1,938.76	\$2,035.71	\$2,137.48	\$2,244.37	\$2,356.58	-	-
			Monthly	\$4,000.62	\$4,200.64	\$4,410.70	\$4,631.21	\$4,862.80	\$5,105.93	-	-
UTILITY MAINT WORKER WATER II	G42	WCEA	Bi-Weekly	\$2,089.08	\$2,193.55	\$2,303.21	\$2,418.37	\$2,539.30	\$2,666.26	-	-
			Monthly	\$4,526.34	\$4,752.69	\$4,990.28	\$5,239.81	\$5,501.81	\$5,776.89	-	-
UTILITY MAINT WORKER WATER III	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-



CITY OF WOODLAND - SALARY SCHEDULE

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UTILITY MAINT WORKER WATER IV	G50	WCEA	Bi-Weekly	\$2,545.34	\$2,672.61	\$2,806.23	\$2,946.55	\$3,093.89	\$3,248.57	-	-
			Monthly	\$5,514.91	\$5,790.66	\$6,080.17	\$6,384.19	\$6,703.42	\$7,038.57	-	-
UTILITY MAINT WORKER WWC I	G37	WCEA	Bi-Weekly	\$1,846.44	\$1,938.76	\$2,035.71	\$2,137.48	\$2,244.37	\$2,356.58	-	-
			Monthly	\$4,000.62	\$4,200.64	\$4,410.70	\$4,631.21	\$4,862.80	\$5,105.93	-	-
UTILITY MAINT WORKER WWC II	G42	WCEA	Bi-Weekly	\$2,089.08	\$2,193.55	\$2,303.21	\$2,418.37	\$2,539.30	\$2,666.26	-	-
			Monthly	\$4,526.34	\$4,752.69	\$4,990.28	\$5,239.81	\$5,501.81	\$5,776.89	-	-
UTILITY MAINT WORKER WWC III	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
UTILITY MAINT WORKER WWC IV	G50	WCEA	Bi-Weekly	\$2,545.34	\$2,672.61	\$2,806.23	\$2,946.55	\$3,093.89	\$3,248.57	-	-
			Monthly	\$5,514.91	\$5,790.66	\$6,080.17	\$6,384.19	\$6,703.42	\$7,038.57	-	-
WASTEWATER SYSTEMS ADMIN	M141	MMPA	Bi-Weekly	\$4,700.85	\$4,935.89	\$5,182.68	\$5,441.82	\$5,713.92	\$5,999.62	-	-
			Monthly	\$10,185.18	\$10,694.42	\$11,229.15	\$11,790.60	\$12,380.15	\$12,999.17	-	-
WATER METER SERVICES TECH	G46	WCEA	Bi-Weekly	\$2,305.95	\$2,421.25	\$2,542.31	\$2,669.43	\$2,802.91	\$2,943.04	-	-
			Monthly	\$4,996.23	\$5,246.05	\$5,508.34	\$5,783.77	\$6,072.98	\$6,376.58	-	-
WATER POLL CTRL O-I-T	G40	WCEA	Bi-Weekly	\$1,988.43	\$2,087.84	\$2,192.23	\$2,301.84	\$2,416.93	\$2,537.78	-	-
			Monthly	\$4,308.27	\$4,523.66	\$4,749.84	\$4,987.32	\$5,236.68	\$5,498.53	-	-
WATER POLL CTRL OPER I	G51	WCEA	Bi-Weekly	\$2,608.98	\$2,739.43	\$2,876.40	\$3,020.21	\$3,171.24	\$3,329.79	-	-
			Monthly	\$5,652.80	\$5,935.43	\$6,232.19	\$6,543.78	\$6,871.03	\$7,214.54	-	-
WATER POLL CTRL OPER II	G55	WCEA	Bi-Weekly	\$2,879.83	\$3,023.82	\$3,175.00	\$3,333.76	\$3,500.44	\$3,675.46	-	-
			Monthly	\$6,239.64	\$6,551.61	\$6,879.17	\$7,223.15	\$7,584.29	\$7,963.50	-	-
WATER POLL CTRL OPER III	G59	WCEA	Bi-Weekly	\$3,178.79	\$3,337.72	\$3,504.60	\$3,679.84	\$3,863.83	\$4,057.02	-	-
			Monthly	\$6,887.37	\$7,231.73	\$7,593.31	\$7,972.99	\$8,371.64	\$8,790.21	-	-
WATER POLL CTRL OPER IV	G63	WCEA	Bi-Weekly	\$3,508.78	\$3,684.22	\$3,868.43	\$4,061.86	\$4,264.95	\$4,478.18	-	-
			Monthly	\$7,602.35	\$7,982.48	\$8,381.60	\$8,800.69	\$9,240.72	\$9,702.72	-	-
WATER QUALITY SPECIALIST I	G48	WCEA	Bi-Weekly	\$2,422.69	\$2,543.83	\$2,671.01	\$2,804.58	\$2,944.80	\$3,092.04	-	-
			Monthly	\$5,249.16	\$5,511.64	\$5,787.19	\$6,076.59	\$6,380.40	\$6,699.41	-	-
WATER QUALITY SPECIALIST II	G52	WCEA	Bi-Weekly	\$2,674.19	\$2,807.90	\$2,948.31	\$3,095.72	\$3,250.51	\$3,413.04	-	-
			Monthly	\$5,794.08	\$6,083.79	\$6,388.01	\$6,707.39	\$7,042.78	\$7,394.91	-	-
WATER SYSTEMS ADMINISTRATOR	M141	MMPA	Bi-Weekly	\$4,700.85	\$4,935.89	\$5,182.68	\$5,441.82	\$5,713.92	\$5,999.62	-	-
			Monthly	\$10,185.18	\$10,694.42	\$11,229.15	\$11,790.60	\$12,380.15	\$12,999.17	-	-
WATER SYSTEMS OPERATOR I	G42	WCEA	Bi-Weekly	\$2,089.08	\$2,193.55	\$2,303.21	\$2,418.37	\$2,539.30	\$2,666.26	-	-
			Monthly	\$4,526.34	\$4,752.69	\$4,990.28	\$5,239.81	\$5,501.81	\$5,776.89	-	-
WATER SYSTEMS OPERATOR II	G50	WCEA	Bi-Weekly	\$2,545.34	\$2,672.61	\$2,806.23	\$2,946.55	\$3,093.89	\$3,248.57	-	-
			Monthly	\$5,514.91	\$5,790.66	\$6,080.17	\$6,384.19	\$6,703.42	\$7,038.57	-	-
WATER/WASTE INSTR TECH	G62	WCEA	Bi-Weekly	\$3,423.19	\$3,594.37	\$3,774.09	\$3,962.78	\$4,160.91	\$4,368.97	-	-
			Monthly	\$7,416.91	\$7,787.80	\$8,177.19	\$8,586.03	\$9,015.31	\$9,466.10	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective October 1, 2024

WPCF CHIEF OPERATOR	M132	MMPA	Bi-Weekly	\$3,764.10	\$3,952.31	\$4,149.93	\$4,357.41	\$4,575.29	\$4,804.06	-	-
			Monthly	\$8,155.55	\$8,563.33	\$8,991.51	\$9,441.05	\$9,913.13	\$10,408.80	-	-

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES

CLASSIFICATION	GRADE	GROUP	Period	1	2	3	4	5	6	7	8
ACTIVITY LEADER I	901	TEMP	Hourly	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00	-	-	-
ACTIVITY LEADER II	905	TEMP	Hourly	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	-	-	-
ACTIVITY MANAGER	909	TEMP	Hourly	\$17.50	\$17.75	\$18.00	\$18.25	\$18.50	-	-	-
CIVIC FELLOW	917	TEMP	Hourly	\$19.50	\$24.50	-	-	-	-	-	-
INTERN	925	TEMP	Hourly	\$16.50	\$17.50	\$18.50	\$19.50	\$20.50	-	-	-
LIBRARY PAGE	929	TEMP	Hourly	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00	-	-	-
LIFEGUARD / AIDE	933	TEMP	Hourly	\$17.50	\$17.75	\$18.00	\$18.25	\$18.50	-	-	-
LIFEGUARD / INSTRUCTOR	937	TEMP	Hourly	\$18.50	\$18.75	\$19.00	\$19.25	\$19.50	-	-	-
POOL MANAGER	941	TEMP	Hourly	\$21.00	\$21.25	\$21.50	\$21.75	\$22.00	-	-	-
RECREATION FACILITY AIDE	945	TEMP	Hourly	\$18.75	\$19.00	\$19.25	\$19.50	\$19.75	-	-	-
SPECIAL PROGRAM COORDINATOR	949	TEMP	Hourly	\$20.00	\$20.25	\$20.50	\$20.75	\$21.00	-	-	-
SWIM INSTRUCTOR AIDE	953	TEMP	Hourly	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00	-	-	-



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: H.6
SUBJECT: Carton Council Grant Budget Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$14,500 of grant funds to the Recycling Fund (2250) to implement carton recycling.

Staff Contact:

Rosie Ledesma, Environmental Resources Program Manager, (530) 661-2059,
rosie.ledesma@cityofwoodland.gov

Fiscal Impact:

There is no impact to the City's General Fund. This action will result in a Recycling Fund appropriation of \$14,500 from a grant awarded by the Carton Council for implementing a new carton recycling program.

Background:

Despite food and beverage cartons being made of mostly paper, a material currently accepted for recycling by WM, cartons have long been a source of trash for Woodland and surrounding jurisdictions. Recent upgrades to WM's materials recovery facility (MRF) in Sacramento and assistance from the Carton Council will enable the City to introduce cartons as a new material accepted for recycling in the existing collection services provided by WM.

Cartons are layered with multiple materials, including paper, plastic, and aluminum. Some paper mills are able to extract the paper pulp from the cartons and recycle it back into paper products, disposing of the plastic and aluminum residuals. A new Northern California carton recycling facility (scheduled to open in 2025) will recycle cartons using shredders, high pressure, and heat methods to turn all the layers into wallboards used primarily for commercial roofing and other construction purposes.

Discussion:

The grant funding will be used to revise existing school recycling outreach created as part of the School Waste Reduction Program, helping to further divert milk cartons from the waste stream. The other portion of these grant funds will be used in a citywide campaign to educate residents and businesses on the new acceptance of cartons to the existing recycling programs.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$14,500 of grant funds to the Recycling Fund (2250) to implement carton recycling.

Prepared by: Rosie Ledesma, Environmental Resources Program Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Carton Council Grant Budget Appropriation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING APPROPRIATION OF FUNDS TO THE RECYCLING FUND (2250)
PROVIDED FROM THE CARTON COUNCIL**

WHEREAS, the City of Woodland was awarded a grant for \$14,500 from the Carton Council to implement and introduce a new carton recycling program; and

WHEREAS, staff wishes to appropriate \$14,500 to the Recycling Fund (2250) to fund this new program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that \$14,500 shall be appropriated to the Recycling Fund (2250).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: H.7
SUBJECT: Waiver of Second Reading and Adoption of Ordinance No. ____, Restrictions for Biodiversity Conservation at the Woodland Regional Park Preserve

Recommendation for Action: Staff recommends that the City Council waive the second reading and adopt Ordinance No. ____, adding Chapter 6.10 “Restrictions for Biodiversity Conservation at the Woodland Regional Park Preserve” to Title 6 “Animals and Fowl” of the Woodland Municipal Code.

Staff Contact:

Ken Hiatt, (530) 661-5800, ken.hiatt@cityofwoodland.gov

Background:

The WRPP is approximately 160 acres, located between Road 25A and Road 102 at the site of the former landfill, capped and retired in the 1980s. The Preserve has ecological significance and is home to over 20 different native plant species, including the federally listed endangered Palmate Bracted Birds Beak. Additionally, the WRPP’s habitat, which consists of alkali prairie, grassland, valley foothill riparian, fresh emergent wetland, and lacustrine natural communities, lends itself to being a home base for resident and migratory birds such as the Swainson’s hawk and white-tailed kite, among other wildlife.

On April 18, 2023, City Council approved the Woodland Regional Park Preserve Conservation Easement and site-management plan to ensure that the easement area is forever retained and protected. In conjunction with these efforts, City of Woodland staff and its partners have continued moving forward with infrastructural improvements and ongoing conservation management efforts in preparation for its grand opening to the public, planned for Spring 2025. With the objective of promoting the conservation and protection of this unique park preserve’s native flora and fauna (terrestrial and aquatic) to the public, the addition of a WRPP-specific section to Chapter 6.10 to Title 6 was recommended.

Discussion:

Due to the WRPP’s great biodiversity value, it is recommended to create the following new Chapter within Title 6, “Animals and Fowl” of the Municipal Code to enact restrictions that will help to address the unique conservation and protection needs of the WRPP.

The proposed new Chapter establishes the following restrictions within the WRPP premises:

- No dogs, horses, or other domesticated animals are allowed, except for service animals on leash, grazing livestock, and livestock guard dogs used specifically for vegetation management, conducted by, or under the supervision of the City of Woodland;
- No releasing of terrestrial and/or aquatic animals or organisms, unless conducted by, or under the supervision of the City of Woodland;
- No dumping or introducing of terrestrial and/or aquatic plants, seeds, or other propagules, unless conducted by, or under the supervision of the City of Woodland; and

- No removal or cutting of vegetation is permitted, unless conducted by, or under the supervision of the City of Woodland.

At the October 1, 2024 City Council Meeting, the City Council introduced and waived the first reading of Ordinance No. ____ following a presentation by the City Manager. The presentation consisted of the proposed addition to Title 6 “Animals and Fowl” of the Woodland Municipal code, enacting restrictions that will protect and conserve animals and plants at the soon-to-be publicly accessible Woodland Regional Park Preserve (WRPP).

Conclusion:

Staff recommends that the City Council waive the second reading and adopt Ordinance No. ____, adding Chapter 6.10 “Restrictions for Biodiversity Conservation at the Woodland Regional Park Preserve” to Title 6 “Animals and Fowl” of the Woodland Municipal Code.



Ken Hiatt
City Manager

Attachments:

1. Proposed Ordinance - 2nd Reading Adding Ch 6.10 WRPP

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, ADDING CHAPTER 6.10 TO TITLE 6 “ANIMALS AND FOWL” OF THE WOODLAND MUNICIPAL CODE, TO ESTABLISH RESTRICTIONS FOR BIODIVERSITY CONSERVATION AT THE WOODLAND REGIONAL PARK PRESERVE

WHEREAS, the City of Woodland, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City is the owner and operator of that certain 160-acre property known as the Woodland Regional Park Preserve, located immediately east of Road 102 and south of Road 25A, which is intended to enhance the wetland, plant and wildlife resources on the site, while simultaneously improving access for public visitation and developing formal and informal education programs; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens; and

WHEREAS, in anticipation of the opening of the Woodland Regional Park Preserve to the public in early 2025, the City desires to establish certain restrictions that support the protection and conservation of the unique flora and fauna at the Woodland Regional Park Preserve.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. Chapter 6.10 is hereby added to Title 6 “Animals and Fowl” of the Woodland Municipal Code to read as follows:

CHAPTER 6.10 RESTRICTIONS FOR BIODIVERSITY CONSERVATION AT THE WOODLAND REGIONAL PARK PRESERVE

6.10.010 Purpose. This Chapter establishes restrictions on the introduction of certain animals and plants to the Woodland Regional Park Preserve, a 160-acre nature preserve located immediately east of Road 102 and south of Road 25A, which is owned and operated by the City and open to the public. These restrictions are established in order to preserve and enhance the protection and conservation of the unique flora and fauna of the Woodland Regional Park Preserve.

6.10.020 Restrictions.

A. No dogs, horses, or other domesticated animals are permitted on the premises of the Woodland Regional Park Preserve, except for (i) service animals as defined for purposes of the federal Americans with Disabilities Act that are maintained on leash, and (ii) grazing livestock and livestock guard dogs used specifically for vegetation management that conducted by or under the supervision of the City of Woodland.

B. No terrestrial and/or aquatic animals or organisms of any type may be released on the premises of the Woodland Regional Park Preserve, unless such release is conducted by or under the supervision of the City of Woodland.

C. No terrestrial and/or aquatic plants, seeds, or other propagules may be dumped or introduced onto the premises of the Woodland Regional Park Preserve, unless such introduction is conducted by or under the supervision of the City of Woodland.

D. No removal or cutting of vegetation located on the premises of the Woodland Regional Park Preserve is permitted, unless conducted by or under the supervision of the City of Woodland.

6.10.030 Violations. Violations of any provision of this Chapter shall be punishable as an infraction, punishable as set forth in Section 1.08.070 of this Municipal Code.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

INTRODUCED at a regular meeting of the City Council of the City of Woodland, California on the 1st day of October 2024, and **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 15th day of October, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: I.8
SUBJECT: Designation of East St. Underground Utility District

Recommendation for Action: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; and 3) Adopt Resolution No. ____ designating the East St. Underground Utility District.

Staff Contact:

Richard Perry, Management Analyst, (530) 661-5903, Richard.Perry@cityofwoodland.gov

Fiscal Impact:

Designating the East Street Underground Utility District (UUD) has no immediate fiscal impact to the City. The City's PG&E work credit allocation is expected to cover most of the project costs once construction begins in the next 5–10 years.

Background:

The City of Woodland has historically received an annual allocation of work credits from PG&E's Rule 20 program to be used on underground overhead utility lines, and has a current balance of 2,068,161. Because the City has not designated a new UUD since 2006, the City is considered to be "inactive."

PG&E has begun to sunset the Rule 20 program and starting December 8th, 2024, they will begin actively reallocating unused credits from inactive communities. To become an active community and use our work credit balance, the city must pass a resolution designating a UUD that complies with the guidelines set forth by the CPUC prior to the reallocation date.

Staff met with the City Council Infrastructure Subcommittee on September 19th, 2024, and received their support for the proposed underground utility district. Staff additionally met with the Undergrounding Committee on October 9th, 2024, who voted to recommend the designation to City Council. PG&E and AT&T abstained from voting during the Undergrounding Committee at this time because various design requirements have not been finalized. We anticipate full cooperation from both utilities as we design the project and enter the construction phase.

In accordance with the City's policies for establishing a UUD, a public notice (Exhibit 2) was published in the Daily Democrat on October 4th, 2024 (Affidavit, Exhibit 3), inviting comments regarding the project. Staff also sent the same public notice to all affected property owners in the proposed UUD via first-class mail on October 4th, 2024. This was a preliminary notice specifically for the designation of the UUD, and subsequent mailings will be sent as the project progresses through the construction phase.

Discussion:

After initial review by PG&E, their staff questioned the inclusion of Armfield Avenue in the UUD as that road section may not meet the qualifications for a Rule 20 project. During the Undergrounding Committee meeting, staff provided additional context for the inclusion of Armfield Avenue as part of a larger Planning Study that was recently completed by the Community Development Department. With the understanding that new development is expected to be happening, PG&E tentatively approved

the boundary, pending secondary review from their staff.

Given that PG&E's timeline for undergrounding is 5–10 years out, City staff is collaborating with Yolo County to transfer their work credit balance of \$1,925,129 to the City. This transfer will help cover any inflationary expenses that may arise between the design and construction of the project. PG&E has reported an unprecedented increase in the cost of underground utilities over the past few years and is uncertain about future cost trends. Even with the transfer from Yolo County, it's possible that the City's work credit balance will be insufficient to cover the entire project cost. The City may need to prioritize undergrounding a specific section of the district map in order to stay within budget. Additionally, there may be other non-reimbursable costs that the City will need to cover.

Conclusion:

Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; and 3) Adopt Resolution No. ____ designating the East St. Underground Utility District.

Prepared by: Richard Perry, Management Analyst

Reviewed by: Brent Meyer, Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Designation E Street Underground Utility Dist
2. Exhibit 1 - East Street Underground Utility District Map
3. Exhibit 2 - Notice of Public Hearing - Designation of East St Underground Utility District
4. Exhibit 3 - 10.04.24 Underground District Designation - Affidavit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WOODLAND, CALIFORNIA DESIGNATING THE
EAST STREET UNDERGROUND UTILITY DISTRICT**

WHEREAS, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32; and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution, and service facilities will be converted to underground; and

WHEREAS, the City of Woodland has adopted an ordinance authorizing the City Council to designate areas within which all existing overhead poles, overhead wires, and overhead equipment associated with the distribution of electric power, telecommunication services, and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, the Director of Community Development for the City of Woodland has consulted with the affected public utilities and such utilities have agreed that the proposed underground conversion district, designated the East Street Underground Utility District and more particularly described in Exhibit 1 attached hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC, to wit, that the street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic, that the street or road or right-of-way is an arterial street or major collector as defined by the California Road System functional classification system, and that the street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of significant scenic, cultural, and/or historic interest to the general public; and

WHEREAS, each year the City of Woodland is notified by PG&E regarding the allocation of work credits for the conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations; and

WHEREAS, the Director of Community Development for City of Woodland has consulted with PG&E and determined that the City has accumulated Rule 20A work credits sufficient to complete the proposed overhead to underground conversion project; and

WHEREAS, the City of Woodland and the affected utilities will have agreed by letter before the start of construction that each utility shall complete the engineering of their respective portion of the East Street Overhead to Underground Utility Conversion Project; and

WHEREAS, the City of Woodland and the affected utilities have agreed by letter that through the design phase, PG&E shall be responsible for the preparation of the trench profile and composite drawings and that PG&E shall be designated as “trench lead” to manage trenching,

installation of substructures and pavement restoration and such other work, and that a new trench lead may be designated before the start of construction; and

WHEREAS, the Director of Community Development of the City of Woodland and the affected utilities have agreed on a work schedule that meets their respective capabilities; and

WHEREAS, to the extent required, the City of Woodland has agreed to provide easements or rights of way on private property as may be necessary for the installation of utility facilities in a form satisfactory to the affected utilities; and

WHEREAS, the City Council of the City of Woodland has now received the report from the Director of Community Development recommending that the area identified in Exhibit 1 should be designated as an underground utility district within which all existing overhead poles, overhead wires, and overhead equipment associated with the distribution of electric power, telecommunication services, and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15302 (Class 2 Categorical Exemption, Replacement or Reconstruction); and

WHEREAS, the City of Woodland has notified all affected property owners within the proposed East Street Underground Utility District and invites same to attend a public hearing to discuss the formation of the proposed district; and

WHEREAS, the City Council of the City of Woodland held public hearings at which time the Council did receive and consider the recommendation of the City Engineer and did hear any and all objections or protests that were raised by the owners of property within the above-described district pertaining to designating this area an underground utility district.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, hereby recommends to the Woodland City Council:

SECTION 1. The public interest requires the removal of all existing utility poles, overhead wires, and associated overhead structures and the installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in Exhibit 1, attached hereto, with such area being designated as the East Street Underground Utility District, and

SECTION 2. That the utility companies, cable television services, and other affected services shall commence work on the installation of underground facility installation in East Street Underground Utility District and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage prepaid, of the schedule for conversion of all utility service lines, and

SECTION 3. The electric utility may use the underground conversion allocation computed pursuant to decisions of the CPUC for the purpose of providing to each premises requiring it in East Street Underground Utility District a maximum of one hundred feet of individual electric service trenching and conductor (as well as backfill, paving, and conduit if required) and each other serving utility shall provide service trenching and conductor in accordance with its rules and tariffs on file with the CPUC or as required by its Franchise Agreement with the City of Woodland, and

SECTION 4. The electric utility may use said underground conversion allowance allocation, up to a maximum amount of \$1500 per service entrance excluding permit fees, for the conversion of electric service panels to accept underground service in the East Street Underground Utility District, and each property owner shall be financially responsible for any and all costs not covered by the electric utility for the installation and maintenance of the conduit and termination box located on, under or within any structure on the premises served unless negotiated with the City of Woodland otherwise, and

SECTION 5. That upon notification as specified in Section 2, all property owners in East Street Underground Utility District shall have underground electrical entrance facilities installed and inspected pursuant to the City of Woodland Electrical Code within thirty (30) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the Director of Community Development who shall, within ten (10) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements, and

SECTION 6. That once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in East Street Underground Utility District, within 90 days.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

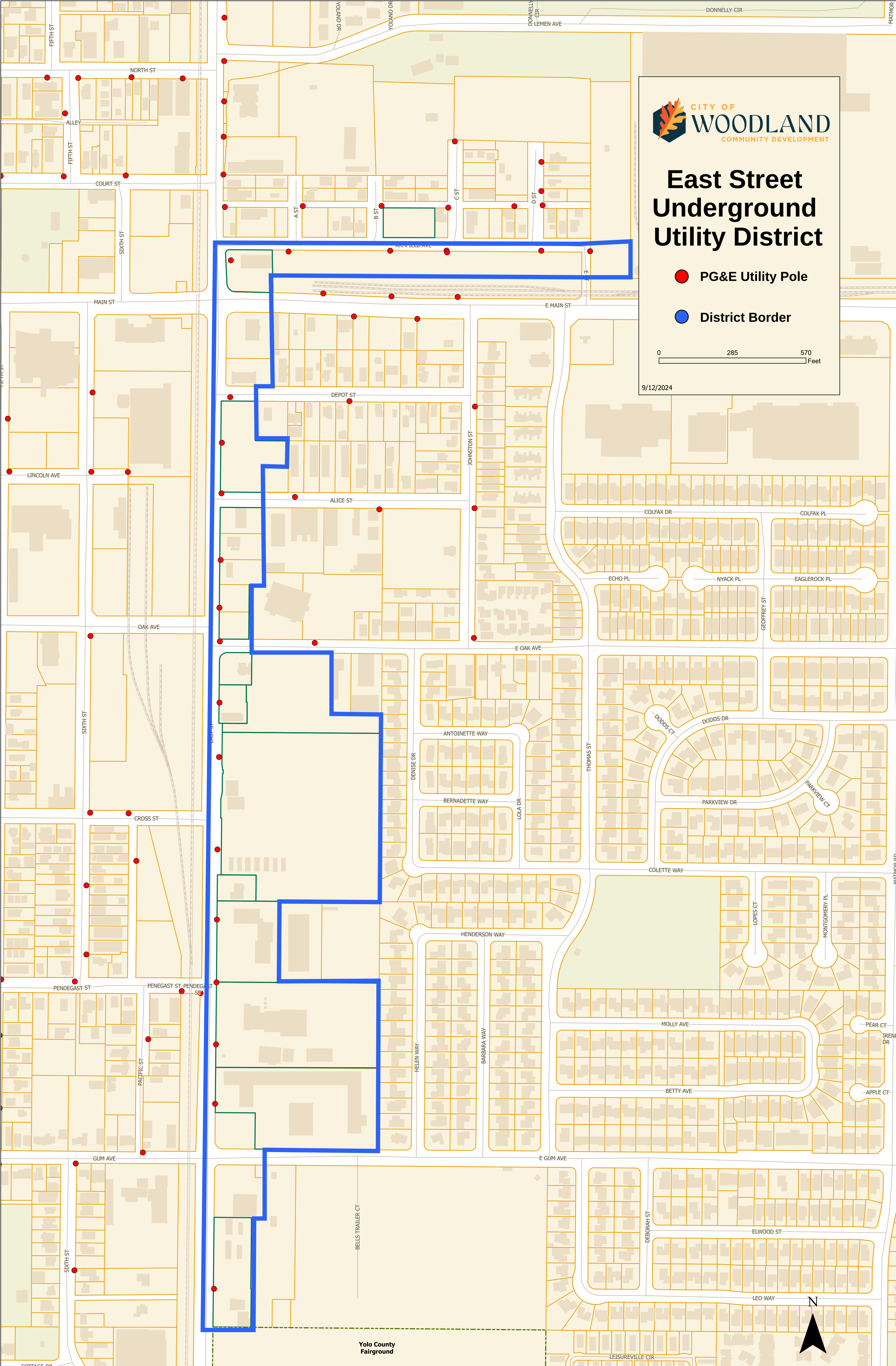
Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney



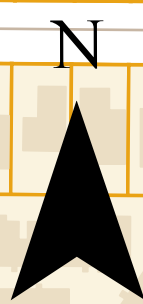
East Street Underground Utility District

- PG&E Utility Pole
- District Border

0 285 570 Feet

9/12/2024

Yolo County Fairground



CITY OF WOODLAND
NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN HERewith that the City Council of the City of Woodland, as its regularly scheduled meeting to be held on **Tuesday, October 15, 2024, at 6:00 PM**, or as soon thereafter as the matter may be heard, in the City Council Chambers, 300 First Street, City Hall, Woodland, CA will hold the following public hearing:

Designation of East Street Underground Utility District. The City Council will:

- 1) Hold a public hearing to receive testimony regarding the City of Woodland's intention to designate the East Street Underground Utility District.
- 2) Adopt a resolution designating the East Street Underground Utility District.

City Engineer's Description of Work to be Performed:

- 1) The work will include undergrounding all overhead utilities.
- 2) The proposed district will run parallel with East St., from the northern border of the Yolo County Fairgrounds to and including Armfield Ave.
- 3) PG&E has provided the City with an estimated timeline of 2033 based on the allocation of their resources supporting this program.
- 4) It is the property owner's responsibility to obtain a cost estimate of the work outlined above and in the City of Woodland Municipal Code §13.48.140A. All affected property owners will be sent notification via first class letter, postage pre-paid, pursuant to §13.48.070.

Staff Contact:

Brent Meyer
CDD Director & City Engineer
brent.meyer@cityofwoodland.gov

Richard Perry
Management Analyst
richard.perry@cityofwoodland.gov

Public Comments: All interested persons are invited to attend the hearing and express their opinions. Forms to express opposition or support of the project are available from the Community Development Department. All comments received will be given to the City Council for their consideration. Please note that the city does not transcribe its hearings. However, summary minutes are prepared and publicly available once the hearing body approves. Please contact the Community Development Department at (530) 661-5820 if you have questions about these items or the public hearing.

In addition to live in-person public comment, members of the public may submit their comments prior to 4:00 PM via Written Public Comments

Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.gov. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter.

Pursuant to section 65009 (b) (2), the State Government Code, "If you challenge any of the above projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice or in written correspondence delivered to the City Council at, or prior to, this public hearing."

Daily Democrat

DailyDemocrat.com · Woodland, CA

c/o Legals 57 Commerce Place, Suite A

Vacaville, CA 95687

530-406-6223

legals@dailydemocrat.com



WOODLAND, CITY OF - LEGALS
ATTN: ACCOUNTS PAYABLE
300 FIRST ST
WOODLAND, CA 95695

.....

Account Number: 

Ad Order Number: 0006856393

Customer's Reference Designation of East St Underground Utility District
/ PO Number: / 24-29

Publication: Woodland Daily Democrat

Publication Dates: 10/04/2024

Amount: \$200.26

Payment Amount: \$0.00

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Staff Contact:

Brent Meyer

CDD Director & City Engineer

brent.meyer@cityofwoodland.gov

Richard Perry

Management Analyst

richard.perry@cityofwoodland.gov

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Dated: October 1, 2024 Sarah Lansburgh, CMC, City Clerk

WOODLAND, CITY OF - LEGALS
ATTN: ACCOUNTS PAYABLE
300 FIRST ST
WOODLAND, CA 95695

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
COUNTY OF YOLO**

FILE NO. 24-29

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the Legal Advertising Clerk of the printer and publisher of The Daily Democrat, a newspaper published in the English language in the City of Woodland, County of Yolo, State of California.

I declare that the Daily Democrat is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order dated June 30, 1952 in the action entitled In the Matter of the Ascertainment and Establishment of the Standing of The Daily Democrat as a Newspaper of General Circulation, Case Number 12659. Said order states "The Daily Democrat" has been established, printed and published in the City of Woodland, County of Yolo, State of California; That it is a newspaper published daily for the dissemination of local and telegraphic news and intelligence of general character and has a bona fide subscription list of paying subscribers; and...THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED...That "The Daily Democrat" is a newspaper of general circulation for the City of Woodland, County of Yolo, California. Said order has not been revoked.

I declare that this notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

10/04/2024

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Woodland, California, this
4th day of October 2024


(Signature) Melanie Irmer

Legal No. **0006856393**

**CITY OF WOODLAND
NOTICE OF PUBLIC
HEARING**

NOTICE IS GIVEN
HEREWITH that the City Council of the City of Woodland, as its regularly scheduled meeting to be held on **Tuesday, October 15, 2024, at 6:00 PM**, or as soon thereafter as the matter may be heard, in the City Council Chambers, 300 First Street, City Hall, Woodland, CA will hold the following public hearing:
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Staff Contact:

Brent Meyer
CDD Director & City
Engineer
brent.meyer@cityofwoodland.gov

Richard Perry
Management Analyst
richard.perry@cityofwoodland.gov

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...to the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter.

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Dated: October 1, 2024
Sarah Lansburgh,
CMC, City Clerk



TO: THE MEMBERS OF THE PLANNING COMMISSION
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: I.9
SUBJECT: Perfect Union - Woodland, LLC Retail Cannabis
Conditional Use Permit

Recommendation for Action: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 1810 E. Main Street, Ste. 101 in the City's Regional Commercial with Light Industrial Flex Overlay zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Perfect Union - Woodland, LLC and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Staff Contact:

Anna Canales, Assistant Planner, anna.canales@cityofwoodland.gov

Fiscal Impact:

Application Processing Costs. The project applicant covers all costs associated with processing the subject Conditional Use Permit application and related Operating Agreement through an Advanced Funding Agreement. Similarly, the selection process for all applicants was covered through individual funding agreements.

The City collects two types of revenue associated with cannabis businesses outside the specific Conditional Use Permit application processing costs noted above. Those include Permit fees and Cannabis Tax.

Permit Revenue. When a new business applies for a Cannabis Business Permit, contingent in this case on approval of a Conditional Use Permit and Operating Agreement, the City will collect \$50,056 to allow for staff to review and process the application. This includes site visits by both Community Development and Police staff. Thereafter, businesses are responsible for requesting a renewal of the permit on an annual basis and subject to a renewal fee of \$21,222. The permit renewal fee pays for program oversight, business plan review by the Community Development Department, Police site visits and Police compliance, accounting and an annual financial audit. The City does not make revenue above the cost of service on these fees and is legally only allowed to charge the City's cost of doing business. New Cannabis Business Permit and renewal fees adjust annually based on CPI.

Cannabis Tax. In November 2022, Woodland voters approved a local tax on cannabis businesses that would help to fund general city services. Retail cannabis businesses are subject to a 10 percent tax based on gross receipts. It is difficult to estimate the future potential cannabis tax revenue that may be realized from cannabis retail sales as it will depend upon the success of the business. At minimum, assuming a similar realized revenue generation as existing commercial cannabis manufacturing, distribution and testing businesses, it is estimated that the city will see additional annual revenue from the four retail cannabis businesses of \$250,000, but likely much greater given the higher volume of taxable sales from retail uses. To date, the City has collected \$1.1 Million in tax

(formerly “community benefit”) revenue from existing commercial cannabis businesses.

Report in Brief:

Commercial Cannabis Business, Perfect Union - Woodland, LLC (“Perfect Union”) (PLNG 24-00030), has applied for a Conditional Use Permit (CUP) to operate a storefront retail cannabis dispensary at 1810 E. Main Street, Ste. 101 in the City’s Regional Commercial with Light Industrial Flex Overlay; Assessor’s Parcel Number 027-310-058. This application follows a recent zoning code update, effective June 7, 2022, which allows retail cannabis land use in certain zones and allows the city to consider up to four conditional use permits for this land use citywide.

The process for considering retail cannabis operators began with a competitive preliminary review on February 27, 2023, where four of a total of 12 applicants were selected to advance to the Conditional Use Permit application stage. Perfect Union was selected as one of these four applicants.

Perfect Union’s project proposal entails the use of a project site located at 1810 E. Main Street, Ste. 101 and has undergone a comprehensive review by City departments, including the City Planning Division, Engineering Division, Public Works Department, Fire Department, Building Division, and the City Police Department. The applicant’s location and proposed operation are consistent with applicable zoning and development standards, and a preliminary Security Plan has been submitted and reviewed by the Woodland Police Department and a final plan shall be approved prior to operation.

As part of the review process, an Operating Agreement (Attachment 3) has been negotiated between the City and the applicant. This agreement will be reviewed by the City Council and will incorporate the commitments outlined in the Community Benefit Plan and Social Policy and Local Enterprise Plan. These documents are attached to the operating agreement for reference as part of permitting and annual reporting.

In conformance with Woodland Municipal Code (WMC) Section 17.84.120, a highly visible posting measuring 4 feet by 8 feet has been displayed on the project site, notices were sent to property owners and tenants within a 600-foot radius of the site, and a notice of the meeting was published in the local newspaper twelve days before the City Council meeting date.

The purpose of this hearing is for City Council to review and make a determination on the Conditional Use Permit and the corresponding Operating Agreement.

Upon issuance of a Conditional Use Permit and prior to operating, the applicant will be required to obtain a City Cannabis Business Permit and corresponding City Building Permits for tenant improvements necessary for the proposed operation.

Background:

On December 5, 2017, the City Council approved Ordinance 1629, adding Article 21.6 (now Section 17.84.120) to Chapter 25 (now Chapter 17) of the Municipal Code, which regulates the zoning of commercial cannabis. At the same time, the council approved Ordinance 1630, adding Chapter 13A (now Chapter 5.28) to the Municipal Code, establishing regulations for commercial cannabis business permits. These regulations allowed for up to six conditional use permits for manufacturing, distribution, and testing cannabis operations within Industrial or Industrial/Light Industrial Flex Overlay zones as defined in the General Plan.

On June 7, 2022, the City Council amended Chapter 17.110 (now Section 17.84.120) through Ordinance 1685 and Chapter 5.28 through Ordinance 1686, updating the regulations for cannabis retail businesses, which now authorizes City Council to consider up to four retail cannabis conditional

use permits, allowing the sale of cannabis at authorized storefront retail cannabis dispensary locations, with the option for delivery from these locations. These four permits may be issued in designated commercial and corridor mixed-use zones.

On February 27, 2023, the City issued a request for applications, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit to authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business. Applications were to be submitted in person by 3:00 pm on April 5, 2023. The City received a total of 12 proposals.

As part of the preliminary process, which involved three phases of review, applicants were required to submit detailed plans for the safety, security, and operational characteristics of the proposed storefront retail cannabis dispensary use, including the following:

- Business Plan
- Odor Control Plan
- Tax Compliance
- Insurance
- Community Benefit Plan
- Social Policy and Local Enterprise Plan
- Security Plan
- Neighborhood Compatibility and Community Relations Plan

A Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL (consultants retained by the City for their subject matter expertise) to conduct a competitive selection process. As required by the City of Woodland Municipal Code, the Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business. After an initial review, the Committee met on July 17-18, 2023 to interview the twelve applicants for the Preliminary Cannabis Business Permit. Following the interviews, the city invited the top four ranked applicants to the fourth phase of the review process, which entails the negotiation of an Operating Agreement and application for the Conditional Use Permit. As the City Council is aware, Woodland Responsible and Compliant Retail, LLC dba Embarc Woodland filed a Petition for Writ of Mandamus and Complaint for Injunctive Relief challenging the review process for the Preliminary Cannabis Business Permits. That litigation is currently pending, but the City is moving forward with the review of the Conditional Use Permits and Operating Agreements with the top four ranked applicants in the meantime.

Planning Commission Recommendation. At its September 19, 2024, meeting, the City Planning Commission passed the following resolution evaluating the project proposal for compliance with zoning standards and land use requirements:

Planning Commission Resolution PC 24-04 (Attachment 9) (Perfect Union Woodland – PLNG 24-00030) by a unanimous vote (5-0-2) recommending City Council approve a Conditional Use Permit and Operating Agreement for a retail cannabis land use located at 1810 E. Main Street, Ste. 101 in the city's Regional Commercial with Light Industrial Flex Overlay zone.

Public comments were provided to the Planning Commission for the item and have been attached (Attachment 10).

Project Proposal

On June 10, 2024, Perfect Union applied for a Retail Cannabis Conditional Use Permit. The applicant is requesting approval from the City Council for a Conditional Use Permit and Operating Agreement which will allow Perfect Union to occupy an approximately 2,331 square foot tenant space in an existing building at 1810 E. Main Street, Ste. 101, as a storefront retail cannabis dispensary (Attachments 4 and 6, Project Application and Site Plan). Under the terms and conditions of approval, Perfect Union will be required to obtain a Cannabis Business Permit for a Storefront Retail Cannabis Dispensary, (Ordinance 1685 and 1686), and appropriate State Licensing (Type 10 – Storefront Retailer). A Type 10 license allows for a storefront retailer to have a physical location where cannabis goods are sold. Storefront retailers can also deliver cannabis goods.



Context Map

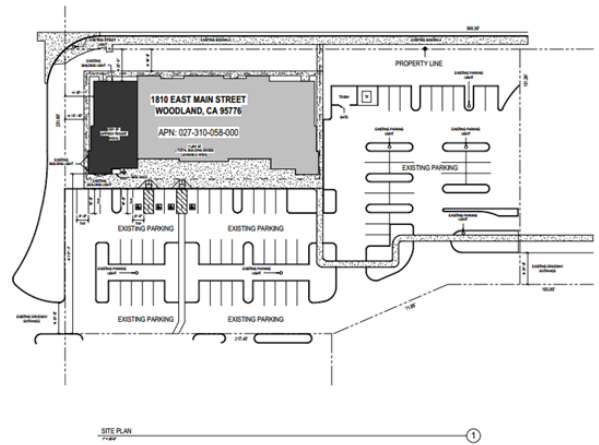
The project estimates a total of 20 employees and Perfect Union – Woodland, LLC intends to hire all employees directly from the City of Woodland (i.e. “local hire”). The proposed operating hours are Monday – Sunday, from 9 am to 9 pm.

Project Site Description

Perfect Union's project site covers approximately 2.76 acres and includes a single multi-tenant building located at the northwest corner of the parcel. This building and the subject parcel are part of a larger commercial shopping center with multiple buildings. The subject building at 1810 E. Main Street is an existing one-story multi-tenant building (Attachment 6, Site Plan). Neighboring businesses include Fusion Boba & Snacks, InStyle Nails, AT&T, West Coast Barbers, Ivan's Auto Detailing and Supplies, A1 Auto Repair & Detail Center, Burger King, DaVita Yolo Dialysis, Home Depot, Game Stop, Goodwill, CPR Cell Phone Repair, Treasure Dragon, Tacos Jalisquilo, and Applebee's. The property is bordered by commercial land uses on the east, west, and south, with East Main Street forming the northern boundary. The applicant is proposing to occupy Suite 101 which is 2,331 square feet in size and is the tenant space located at the northeast corner of the building.

Interior “tenant improvements” will be made to the existing Suite 101; no new construction is proposed.

The property is zoned for Regional Commercial with Light Industrial Flex land uses. The proposed use is permitted in this zone with the approval of a Conditional Use Permit and Operating Agreement by the City Council as the final acting body.



Site Plan

Community Benefit and Social Policy and Local Enterprise Plan Review

Community Benefit and Social Policy and Local Enterprise Plans have been included with this report as Exhibits to Attachment 3 for the Commission's review/reference. A summary is provided below.

Below is an overview of the Community Benefit commitments of Perfect Union (Attachment 3):

Community Benefit Payment

Perfect Union will commit to contributing 2% of their annual business gross receipts per year to active 501(c)(3) non-profits active in the City of Woodland.

Community Support for Local Non-Profits and Organizations

Perfect Union commits to contributing to community-based projects and, with guidance from the City, identifying local funding opportunities. Perfect Union commits to partnering with charities and non-profit organizations to support and fund projects through grants and volunteerism. The main areas of focus for Perfect Union include hunger, homelessness, education, youth development, and public services.

Present and Ongoing:

Employee Volunteer Program

- Perfect Union is committed to ensuring that staff volunteer at local non-profits and community organizations each month.
- Perfect Union is committed to encouraging employees to participate in company-sponsored community activities.
- Perfect Union commits to compensating employees for up to ten (10) hours per month for volunteer work with designated organizations.

Non-Profit Partnerships

Perfect Union commits to continuing to work with local non-profits within the City of Woodland and Yolo County that focus on food insecurity, homelessness, youth education and development, domestic violence, rehabilitation, drug abuse prevention, and community-based services.

Perfect Union commits to continued work with groups such as the following non-profits in the City of Woodland and Yolo County:

- Yolo Meals on Wheels
- Thriving Pink
- Yolo County Heritage Foundation
- Yolo Conflict Resolution Center
- Woodland Food Closet
- Woodland Recreation Foundation
- Yolo County Public Defender's Office CARES Program

Perfect Union commits to providing In-house Services such as the following:

- Compassion Program: Under H&S § 11362.71, qualified individuals may receive free cannabis once a month. All individuals must comply with the aforementioned Health and Safety Code to be eligible.
- Reduced Pricing Plan: Seniors and veterans receive a 10% discount.

Youth Education and Outreach:

Perfect Union – Woodland, LLC commits to partnering with local government to create a comprehensive approach that reaches youth, families, schools, neighborhoods, and communities and reflects the cultural, ethnic, racial, linguistic, and LGBTQ diversity of the city. The framework includes:

- Developing targeted media messaging
- Limiting youth access to cannabis
- Addressing current laws, policies, and practices
- Understanding and redirecting social norms
- Using evidence-driven methods, we believe an expansive menu of environmental prevention strategies and cohesive partnerships have the highest potential to produce population-level change and promote public safety.

Below is an overview of the Social Policy and Local Enterprise commitments of Perfect Union (Attachment 3):

Local Hiring

Perfect Union is committed to hiring all employees directly from the City of Woodland, creating twenty (20) jobs once operations are fully established. The company is committed to working with United Food and Commercial Workers International Union, the Woodland Chamber of Commerce, Woodland Express Employment Professionals, and other local job search organizations to find qualified candidates.

Employee Wages and Compensation

Perfect Union is committed to offering a living wage starting at \$20 per hour, which may be higher based on experience, knowledge, and position, and employees will also be able to receive tips and gratuities.

Perfect Union is committed to providing employees with monthly volunteer hours with local non-profits. The company is committed to paying employees for each hour they participate in community service, up to ten (10) hours per month. This allows employees to earn up to one hundred and twenty (120) hours of paid volunteer work per year.

Continuing Education

Perfect Union is committed to partnering with the United Food and Commercial Workers International Union (UFCW) to develop the UFCW Cannabis Pharmacy Technician Apprenticeship which would include 2,000 hours of training focused on safety, packaging, patient/customer verification, and best business practices.

Perfect Union is committed to utilizing programs such as the RISE for continuing education on state and local law, internal policies and procedures, products, consumption, cannabinoids, and the endocannabinoid system. Perfect Union is committed to providing employee training on topics such as cannabis compliance, Emergency Action Plan, Illness and Injury Prevention Plans, active shooter, robberies and burglaries, the history of cannabis, sexual harassment, and discrimination.

Support for Local Enterprises

Perfect Union is committed to carrying locally manufactured brands to the Woodland community. It will offer 20% of its retail floor shelf space to local brands.

Security Plan

The interior of the facility will be remodeled to model Perfect Union stores and to meet state and local requirements for the proposed operation. Perfect Union will install a secured lobby at the main front entrance to verify IDs before allowing access into the facility. This will include the installation of two walls and an electronic access door, creating a secured vestibule. Additional walls will be constructed to provide a secured storage area and a manager's office. Perfect Union will also create a secured vendor intake room at the facility's back entrance. In addition to manual commercial-grade locks, electronic access doors will be installed on all doors leading to rooms with cannabis, cannabis products, or cash. Security cameras, motion sensors, panic buttons, analytical cameras, and glass break sensors will be installed throughout the facility. Any necessary upgrades to the HVAC system will be made to ensure there is no emittance of odor from the building. A fire alarm panel will be installed inside the facility. Handheld extinguishers will be mounted in every room and serviced annually. These and any additional security measures required by the Woodland Policy Department shall be included in the final Security Plan approved by the Police Department and made a part of the Cannabis Business Permit.

Discussion:

Applicable Laws, Codes & Ordinances

This project is subject to several laws, codes, and ordinances as described below:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- City of Woodland Cannabis Business Permit Requirements
- California Environmental Quality Act (CEQA)
- Regulations of the California Department of Cannabis Control

2035 General Plan Consistency

The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.I (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security).

Specifically, the project is consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). Currently, Woodland residents and visitors do not have the opportunity to

purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will gain the City some share in this market through the generation of sales tax.

As previously mentioned in this report, applicants for a retail commercial cannabis conditional use permit and operating agreement were required to prepare and provide a Security Plan for proposed sites and facilities which support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design). This plan was reviewed by the City of Woodland Police Department and shall meet State requirements.

The proposed use is located on a parcel designated for commercial land use and will operate out of an existing commercial building (Policy 2.J.I – Enhanced Design Character of Existing Centers).

Zoning Consistency

The project site is zoned Regional Commercial with Light Industrial Flex. The City Regional Commercial with Light Industrial Flex zone is applied to areas near entry access nodes to the community and supports regional commercial uses and light industrial uses.

Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Regional Commercial with Light Industrial Flex zone subject to use permit approval.

Development Standards

The proposed storefront retail cannabis dispensary use would be established in an existing multi-tenant commercial building previously occupied by commercial uses. Tenant improvements will be made to the existing building to meet the operational requirements of the proposed use, including those outlined in the project's security plan; no new construction is proposed onsite.

The project is consistent with land use, lot coverage, landscaping, building type, building height, and setback requirements for the Regional Commercial with Light Industrial Flex zone. Vehicle access to the site is provided from an existing driveway from East Main Street. At the time of tenant improvements, staff will conduct a staff-level architectural review consistent with existing practice for minor improvements to existing buildings.

Parking

The number of required off-street parking spaces for the proposed storefront retail cannabis dispensary use is consistent with the parking requirements for retail land use per City of Woodland Municipal Code Section 17.68.

The parking lot is fully paved and striped, providing adequate parking, pedestrian pathways and ADA ramps leading from the provided ADA parking spaces. No modifications to the parking lot will be needed at this time. Two parking spots in front of the proposed location will be reserved for electric vehicle parking.

Zoning Verification

A zoning verification was conducted as part of the associated preliminary cannabis business permit to verify compliance with the location limitations for commercial cannabis land uses established in the City of Woodland Municipal Code Section 17.84.120, which is also consistent with State requirements.

At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any

property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park. There were no more than two retail cannabis dispensaries within 1,000 feet of the project site. The proposed site would be more than 500 feet away from any other storefront retail cannabis dispensary use.

Conditional Use Permit Review

A Conditional Use Permit (CUP) affords broad public review and evaluation of those uses which require special consideration to ensure proper integration into the community; mitigation of any potentially adverse impacts; and making the required findings to permit the use. In considering an application for a conditional use, due regard shall be given to the nature and condition of the proposed or existing use and all adjacent uses and structures and may impose such requirements and condition with respect to location, construction, maintenance, and operation, as may be deemed necessary for the protection of adjacent properties and public interest. Conditional Use Permit analysis typically includes consideration of proposed use; hours of operation; consistency with zoning standards such as parking; compatibility with existing uses and structures in the surrounding area; and other criteria as may be deemed appropriate.

A CUP runs with the land unless the CUP is revoked. Once approved, should ownership of the land or the business change, the CUP would remain valid at the location approved.

Following a public hearing, City Council may approve a use permit application, with or without conditions, if all the following findings can be made:

Use Permit Finding

1. The proposed use is consistent with the General Plan.

The proposed storefront retailer use would be compatible with the underlying General Plan designation and zoning district and operate similarly to other existing retail businesses subject to use-specific standards. The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.I (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security).

Specifically, the project would be consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). The preparation and provision of a security plan supports the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design).

The proposed use would be located on a parcel designated for commercial land use and would operate out of an existing commercial building (Policy 2.J.I – Enhanced Design Character of Existing Centers).

2. The proposed use is consistent with the purposes of the Zoning Code, and the purposes of the applicable zone.

The proposed use would be located on a commercial site designated Regional Commercial with Light Industrial Flex on the 2035 General Plan land use diagram and is zoned Regional Commercial with Light Industrial Flex. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Regional Commercial with Light Industrial Flex zone subject to use permit approval.

The proposed project site is not within a 600-foot radius of a school providing K-12 instruction, a daycare center, a youth center, or a public park.

The proposed retail storefront cannabis dispensary will not be located within 500 feet of another retail storefront cannabis dispensary.

3. The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.

The operations of Perfect Union are based in retail and will not impact any other commercial retail business in the area. The project site is located within a commercial shopping center with easy freeway ingress and egress.

Perfect Union proposes no substantial changes to the exterior of the facility, ensuring it remains consistent with the rest of the shopping center. Main building entries will be emphasized through building articulation and form to be easily identifiable and visible from the street and parking areas. The building has ADA access and is pedestrian oriented, including awnings, trashcans, and accent lighting that complement the main building's architectural features. Perfect Union will install a bicycle rack outside the facility entrance.

The parking lot is fully paved and striped, providing adequate parking, pedestrian pathways and ADA ramps leading from the provided ADA parking spaces. No modifications to the parking lot will be needed at this time. Two parking spots in front of the proposed location will be reserved for electric vehicle parking.

Perfect Union will ensure the landscaping proximate to their tenant space is maintained and free of litter or debris. No modifications are proposed to the project site's landscaping, which is currently maintained by the property owner and includes mature trees within the parking lot and a number of small to medium shrubs along the exterior of the existing commercial businesses.

The interior of the facility will be remodeled to model Perfect Union stores and to meet state and local requirements for the proposed operation. Perfect Union will install a secured lobby at the main front entrance to verify IDs before allowing access into the facility. This will include the installation of two walls and an electronic access door, creating a secured vestibule. Additional walls will be constructed to provide a secured storage area and a manager's office. Perfect Union will also create a secured vendor intake room at the facility's back entrance. In addition to manual commercial-grade locks, electronic access doors will be installed on all doors leading to rooms with cannabis, cannabis products, or cash. Security cameras, motion sensors, panic buttons, analytical cameras, and glass break sensors will be installed throughout the facility. Any necessary upgrades to the HVAC system will be made to ensure there is no emittance of odor from the building. A fire alarm panel will be installed inside the facility. Handheld extinguishers will be mounted in every room and serviced annually.

4. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, including transportation and service facilities.

The proposed use is compatible with the surrounding commercial area. The storefront retailer would be located within an existing commercial building similar in design, size and operating characteristics as other single-story retail and restaurant buildings along East Main Street.

No new construction is proposed onsite. The building architecture and site improvements including

lighting, landscaping, parking have previously been found consistent with land use, lot coverage, building type, building height, and setback requirements for the Regional Commercial with Light Industrial Flex district.

5. Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The nearest school, Ramon S. Tafoya Elementary, is 1,880 feet from the proposed site. Perfect Union - Woodland, LLC's operations will not affect any children or community members visiting Klenhard Park as it is located over 2,000 feet from the proposed facility. The suite is attached to a building with commercial retail use businesses operating. Perfect Union is not requesting to modify the exterior of the premises as the exterior already ensures that it blends seamlessly with the surrounding area.

Perfect Union - Woodland, LLC's security guards will monitor the site and are required to ensure there is no loitering in the area.

Perfect Union will queue customers in a manner that will not affect any surrounding businesses during busy times and will control the ingress and egress of guest traffic inside the facility.

6. The proposed project has been reviewed in compliance with CEQA.

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 2,331 square feet of space within an existing building that has previously been occupied by commercial uses similar to the proposed project.

In addition to the CUP findings outlined above, the Cannabis Ordinance 1685 (Municipal Code 17.84.120): provides other specific factors that shall be considered by the City Council including the following:

1. The type of proposed use by the applicant.

The proposed use would be located on a commercial site designated Regional Commercial with Light Industrial Flex on the 2035 General Plan land use diagram and is zoned Regional Commercial with Light Industrial Flex. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Regional Commercial with Light Industrial Flex zone subject to use permit approval.

2. Whether the proposed use will be detrimental to the health, safety and welfare of the community.

The project site is a commercial area comprised of a variety of commercial retail and service uses along East Main Street, with residential uses present further west and south of Pioneer Avenue. The

zoning verification conducted as part of the associated preliminary request for proposals process verified compliance with the location limitations for storefront retailers established in WMC Section 17.84.120. At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park.

Furthermore, operation of the proposed storefront retailer in accordance with the standards established in WMC Section 5.28 as well as the applicant's Safety and Neighborhood Compatibility Plans will ensure that a storefront retailer use at this location would not have detrimental effects on the surrounding neighborhood.

3. Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties.

The proposed facility will provide a new source of employment and revenue to the City while remaining under close regulation and oversight by both the City and State.

At the time of approval of a Cannabis Business Permit, an application will be required to Prepare and submit a Community Benefit Plan and Social Policy and Local Enterprise Plan describing the applicant's plans for local outreach and hiring of residents of the City of Woodland for open positions and/or compensation for continuing education, and any other actions proposed by the applicant that are intended to benefit the local workforce and/or applicant's local employees.

4. Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts.

Perfect Union is committed to contributing 2% of their annual business gross receipts per year to active 501(c)(3) non-profits active in the City of Woodland and to hiring all employees directly from the City of Woodland, creating twenty (20) jobs once operations are fully established. A detailed summary of their community benefit and local enterprise plan is provided above in the background section of this report and as Exhibits B and C to the Operating Agreement (Attachment 3).

5. The extent of support or opposition to the proposed use and location from members of the community, and the applicant's plans to ensure strong community relations and compatibility with the surrounding neighborhood.

Prior to submittal of the initial application, Perfect Union met with the businesses immediately surrounding our proposed site and discussed planned operations, and public notice of the proposed retail cannabis use was provided to owners and tenants within a 600-foot radius of the project site, the site was posted with a highly visible notice, of a minimum four-foot by eight foot in size mounted on a freestanding sign or posted on the building frontage, 10 days before the scheduled public hearing date, and a Legal notice was published in the Woodland Daily Democrat at least ten days before the public hearing date.

In 2022 and 2023, Perfect Union hosted National Night Out for the Plaza and any community members who did not have an organized event in their neighborhood.

Perfect Union has committed to supporting and hosting a number of local community events which are outlined in detail in the Community Benefit Plan.

Perfect Union will plan to have a Director of Community Relations who will be responsible for

outreach and communication for the Woodland community and will be the liaison between Perfect Union and the surrounding community.

Public comment received prior to the publication of this report is provided as Attachment 10.

6. The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location.

There are no cannabis uses located or proposed to be located within 1,000 feet of the proposed location at 1810 E. Main Street, Ste. 101.

7. The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area.

At this time, there is no overconcentration of cannabis uses.

8. The background and history of the applicant, including the experience and qualifications of the applicant and those persons involved in the management, oversight, and day-to-day operations of the proposed use, the professional training and certifications of the applicant and/or persons involved in the management, oversight and day to day operations of the proposed use, and the nature and extent of the problems on any premises where the applicant has operated a cannabis business in the past.

Perfect Union has an experienced team and a well-considered and documented business plan that appears to be potentially successful with an identified supply line. A detailed summary of experience and qualifications is provided in Attachment 5.

Perfect Union's management team includes the following:

Thomas Sheridan - Chief Executive Officer, Director & Founder

Experience:

- Juris Doctorate, McGeorge School of Law, 2006
- Order of the Coif
- Traynor Honor Society
- McGeorge School of Law Dean's List
- Recipient of the Witkin Award in Land Finance
- Founder of Perfect Union
- 14 years of experience operating commercial cannabis businesses

Day-to-day Operational Involvement:

- Daily store visits to review individual store needs and hold meetings with the general managers;
- Business development and implementation of the overall strategy for market positioning, growth, and competitive analysis;
- Product pricing and review;
- Risk management;
- Legal affairs; and

- Corporate governance.

Shawn Samery - Retail Operations Manager

Experience:

- 15 years of experience operating Cannabis Dispensaries in the State of California
- BSIS Private Patrol Guard - Certified since 2016
- BSIS Private Patrol Operator Manager – Certified since 2016
- CAL/OSHA Certified
- San Luis Obispo Quarter Horse Association Board Member
- American Quarter Horse Association Member

Day-to-day Operational Involvement:

- Daily store visits to meet with employees and address any needs, averaging 90% of his working hours in the stores;
- Oversees all dispensary employees and general managers;
- Provides assistance, extra training, and one-on-one guidance for staff;
- Monitors weekly sales, inventory status, and demographic reports;
- Facilitates vendor pop-ups, promotions, and budtender education;
- Guarantees the guest experience for all customers is positive. He will personally meet with any customer to ensure Perfect Union always meets customer expectations; and
- Assists retail dispensaries with monthly inventory audits.

Angelica Sanchez - Sr. Director of Government Affairs & Compliance

Experience:

- CAL/OSHA Certified
- Notary, 2019
- UFCW Total Trust Retirement Board Trustee, 2019
- Director, Sacramento Rainbow Chamber of Commerce Foundation, 2020
- Community Organizer, State Regulatory Committee for the National Cannabis Industry Association, 2024
- Member, Legislative Committee for the California Cannabis Industry Association, 2023
- Gubernatorial Appointee – 52nd n d District Agricultural Association, Sacramento County Fair Board of Directors, 2024
- Former Communications Chair, United Nations Association
- Over 500 hours logged in METRC
- Board and Commissions Leadership Institute Certified, 2021

Day-to-day Operational Involvement:

- Oversees compliance for all of Perfect Union, including routine in-store self-audits;
- Assists in inventory management with her knowledge of DCC requirements for shipping manifests, certificates of analysis, labeling requirements, and track and trace (METRC), including monthly inventory audits;

- Creates and maintains Standard Operating Procedures (SOPs), assists in the implementation of new SOPs, and provides hands-on training to employees;
- Review all marketing materials and product labels before distribution; and
- Works with the DCC and local jurisdiction on compliance matters.

Mark Pemberton - Community Relations Director

Experience:

- BS in Civil Engineering, CSU Chico, 1994
- Structural Engineers Association of Central California
- Davis Chamber of Commerce Member
- Woodland Chamber of Commerce Member
- California SE 4681
- California CE 58163
- Owner and Founder of Pemberton Engineering, Inc.
- Approved Special Inspector for the City of Woodland, Davis, Sacramento, and County of Yolo

Day-to-day Operational Involvement:

- Liaison between Perfect Union and the community of Woodland for any community concerns and/or questions;
- Represents Perfect Union in the community and at special community events;
- Assists in identifying non-profits and organizations in the community that Perfect Union can work with for community benefits and volunteerism; and
- Advises on green business policies and implementation.

Michael Baer – Controller

Experience:

- BA in Business Administration, Cal Poly, 2003
- Master of Business Administration, Ashford University, 2010
- Certified Public Accountant, State of California, #135866 (Inactive)

Day-to-day Operational Involvement:

- Oversees all financial matters for the company;
- Manages the finance team;
- Reviews cash handling requests;
- Approves cash handling SOPs and assists with training;
- Reviews any discrepancies in funds and provides Tom Sheridan with the findings;
- Approves deposits and coordinates with the bank for deposit pickups; and
- Analyzes daily sales at each and coordinates with Tom Sheridan and Shawn Samery to make determinations if product lines or prices need to be altered.

9. Whether there is a history of police or crime-related problems in the area of the proposed location which may be exacerbated by establishment of the proposed cannabis use.

There is no history of police or crime-related problems in the area of the proposed location, which may be exacerbated by the establishment of the proposed cannabis use.

10. Whether the proposed license would enhance recreational or entertainment opportunities in the area.

Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will provide an amenity that does not presently exist in the City.

Cannabis Business Permit Review – Municipal Code Section 5.28

The Cannabis Business Permit provides for the review of operational features for each cannabis business entity and is required in addition to a business license. A Cannabis Business Permit is required before initial operation and requires annual review. Before issuance of the Cannabis Business Permit, fees must be paid, and a Conditional Use Permit and final Operating Agreement authorized. The Cannabis Business Permit is approved by the Community Development Director. Operating details including a Security Plan, Lighting Plan, Community Benefit Plan, Social Responsibility, and Local Enterprise Plan, as well as an Operating Agreement and Indemnification statement, are required as part of the Cannabis Business Permit review. Some of these items have been provided as part of the Conditional Use Permit review and are included as attachments.

Revocation of Permit

In the event of a violation of the terms and conditions of a retail cannabis business permit, the City may take various enforcement actions as provided under City Code Section 5.28.090 - Violations. These actions may include fines, penalties, suspension, or revocation of the permit.

Environmental Assessment Status

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 2,331 square feet of space within an existing building that has previously been occupied by commercial uses similar to the proposed project.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat on October 3, 2024, ten days prior to the public hearing.
- Notices were mailed to all property owners and tenants within a minimum of 600 feet of the project site on October 4, 2024.

- Pursuant to City of Woodland Municipal Code 17.110.100.D., the site was posted with a highly visible notice, of a minimum four foot by eight foot in size mounted on a freestanding sign or posted on the building frontage, 10 days prior to the scheduled public hearing date on October 15, 2024.

Reviewing Agency Comments

The project has been circulated to other city divisions and departments for review as well as to agencies outside the City of Woodland who have an interest in the application, including Waste Management and Yolo County. All reviewing agency comments have been integrated into the conditions of approval.

Conclusion:

Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 1810 E. Main Street, Ste. 101 in the City's Regional Commercial with Light Industrial Flex Overlay zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Perfect Union - Woodland, LLC and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Prepared by: Anna Canales, Assistant Planner

Reviewed by: Erika Bumgardner, Deputy Director of Community Development



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Perfect Union CUP and Conditions of Approval
2. Proposed Resolution - Perfect Union Operating Agreement
3. Operating Agreement _Perfect Union Woodland LLC
4. Project Application
5. Qualifications of Owners
6. Site Plan
7. Neighborhood Responsibility and Community Relations Plan
8. Odor Control Plan
9. Resolution PC 24-04
10. Public Comment 9.19.24
11. Publication Proof

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA APPROVING A CONDITIONAL USE PERMIT FOR A STOREFRONT
RETAIL CANNABIS DISPENSARY AT 1810 E MAIN STREET, STE. 101 WITHIN THE
CITY REGIONAL COMMERCIAL WITH LIGHT INDUSTRIAL FLEX OVERLAY
CONDITIONED UPON APPROVAL OF THE APPROPRIATE CANNABIS BUSINESS
PERMIT AND THE RECOMMENDED CONDITIONS OF APPROVAL**

WHEREAS, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

WHEREAS, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

WHEREAS, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

WHEREAS, the City received a total of 12 proposals in response to the request for applications; and

WHEREAS, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

WHEREAS, after an initial review of the proposals, the Proposal Review Committee met July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

WHEREAS, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

WHEREAS, the Proposal Review Committee ranked Perfect Union – Woodland LLC as 4 out of 12, with a score of 93.56%; and

WHEREAS, the City of Woodland City Council hereby finds that the proposed cannabis retailer use to be located at 1810 E. Main Street, Ste. 101 (“Site”), as set forth in Planning Application No. PLNG 24-00030 submitted by business applicant Perfect Union – Woodland LLC (“Applicant”), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

WHEREAS, On September 19, 2024, the Planning Commission held a duly noticed public hearing concerning the proposed cannabis retailer use to be located at 1810 E Main Street, Ste. 101 as set forth in Planning Application No. PLNG 24-00030. After the hearing, the Planning Commission recommended 5 to 0 (two absences) City Council approve the Conditional Use Permit and Operating Agreement for Retail Commercial Cannabis land use as proposed; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the City Council of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the City Council public hearing date; and

WHEREAS, the City Council held a duly-noticed public hearing on October 15, 2024, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, approves a Conditional Use Permit for a cannabis retail use located at 1810 E. Main Street, Ste. 101, as set forth in Planning Application No. PLNG 24-00030, prepared by Perfect Union – Woodland, LLC; based on the following findings:

SECTION 1. Recitals. The City of Woodland City Council hereby adopts the above recitals as true and correct findings of the City of Woodland City Council and incorporates them into this Resolution by this reference.

SECTION 2. Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 1810 E. Main Street, Ste. 101, as set forth in Planning Application No. PLNG 24-00030, the City of Woodland City Council hereby makes the following

additional findings, pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities, and involves the conversion of a small structure not exceeding 2,500 square feet where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland City Council has considered all relevant evidence regarding the Site and the Applicant’s proposed use, and finds that Applicant’s proposed cannabis retailer use at the Site satisfies those considerations, as follows:
 - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland City Council has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland City Council finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant’s use at the proposed location.
 - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland City Council has considered all evidence and testimony relevant to the Applicant’s proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Regional Commercial with Light Industrial Flex Overlay and not adjacent to sensitive uses; and therefore will not result in negative impacts on existing uses in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant’s failure to abide by those conditions of approval may result in permit revocation.
 - c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland City Council finds that the proposed use would enhance the economic viability of the area in which it is proposed

to be located because it will provide new goods and services not currently available to the surrounding area and will bring retail activity to the proposed location.

- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland City Council finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland City Council has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland City Council has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community. No opposition to the proposed use or location was expressed by the community or the surrounding neighborhood.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland City Council further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland City Council further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland City Council has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland City Council has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland City Council is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.
- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland City Council finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland City Council therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community.

SECTION 3. Approval. In accordance with the City of Woodland City Council findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland City Council hereby approves Planning Application Number PLNG 24-00030 for the issuance of a Retail Cannabis Conditional Use Permit to Perfect Union – Woodland, LLC for the proposed cannabis retailer use at 1810 E. Main Street, Ste. 101. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant’s continued compliance with all of the findings and conditions of approval specified in Applicant’s conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City’s right to revoke Applicant’s conditional use permit in the event Applicant violates any of the aforementioned conditions.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, City Clerk

Ethan Walsh, City Attorney

EXHIBIT A

**Conditions of Approval
PLNG 24- 00030**

**Address: 1810 E. Main Street, Ste. 101
Cannabis Business: Perfect Union – Woodland LLC**

Conditions of Approval

General Conditions

- 1. Approval.** Planning Application # PLNG 24-00030, submitted by Applicant Perfect Union – Woodland, LLC for the proposed cannabis business “Perfect Union” is approved to permit retail sales of cannabis and cannabis products, and, in a building size of approximately 2,331 square feet located at 1810 E. Main Street and with hours of operation of Monday – Sunday 9 am – 9 pm.
- 2. Substantial Conformance.** The use shall be implemented in substantial conformance with the Conditional Use Permit (Planning Application: PLNG 24-00030) as approved by the City Council, and subject to all applicable provisions of Woodland Municipal Code Section 5.28, Commercial Cannabis Business Permits, and Section 7.84.120, Commercial Cannabis Businesses, except as modified herein. Prior to issuance of a Cannabis Business Permit and, if applicable, Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the city. Changes in the use or an increase in the intensity or size of operation may require approval of a new use permit or a modification to the existing use permit.
- 3. Regulatory Permit.** The approval of the Conditional Use Permit and commencement of business operations shall be contingent upon the applicant submitting a Cannabis Business Permit application and all of the materials and documentation required by Woodland Municipal Code Chapter 5.28.180, Applications for Cannabis Business Permits, to the Community Development Director for review and approval. Applicants shall obtain and maintain at all times a valid Cannabis Business Permit including approval of an Operating Agreement, prior to occupancy of the building and continuing at all times that the business is in operation, including payment of all required fees for application review. The Cannabis Business Permit shall be timely renewed and maintained in accordance with the applicable procedures set forth in Woodland Municipal Code Chapter 5.28 as a condition of continuing the retailer use under the approved conditional use permit.

All requirements, terms and conditions of the Cannabis Business Permit, Operating Agreement, and applicable state license(s) shall be considered conditions of this conditional use permit. Failure to comply with all applicable state and local laws and ordinances, the Cannabis Business Permit, Operating Agreement, and/or applicable state license(s) shall be deemed a violation of the conditional use permit and may result in revocation of the use permit.
- 4. Indemnification.** The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the

applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

- 5. Other Permits and Licenses.** The applicant shall obtain all other permits and licenses required by the City for the use, including a Cannabis Business Permit pursuant to Woodland Municipal Code Chapter 5.28, and any other City permits required for retail cannabis uses prior to occupancy of the building and operation of the business, and shall pay all required fees in the amount currently established as applicable, or in the amount to be adopted by City Council. All cannabis businesses must, prior to establishing and operating any such cannabis business, obtain and maintain at all times a valid license issued by the State, as may be applicable, and any other applicable local or regulatory licenses.
- 6. Building and Fire Requirements.** Prior to occupancy and/or issuance of a Cannabis Business Permit, applicant shall comply with all applicable Building and Fire requirements to the satisfaction of the Building Official and the Fire Marshall. The applicant shall obtain all necessary and appropriate permits for the project prior to occupancy, including but not limited to building and encroachment permits, and pay all required fees.
- 7. Runs with the Land.** The terms and conditions of approval of the conditional use permit shall run with the land, and shall be binding upon and be to the benefit of the heirs, legal representatives, successors, and assignees of the property owner. Where a conditional use has abandoned the site or has ceased activity for a period of six (6) months, expressly including due to the failure to obtain or maintain other necessary regulatory licenses and permits to operate the business, the approved conditional use permit may be subject to revocation for non-use. Under these circumstances, and if such non-use results in revocation of the conditional use, a new application for a conditional use permit must be processed per the requirements of the City's then-existing zoning ordinance.
- 8. Permit Expiration.** The Conditional Use Permit must be exercised within one year of issuance, or it shall be deemed null and void by act of law (Woodland Municipal Code Section 17.96.130, Expiration and Extension). A permit for use of a building or a property is exercised when a valid City business license, Cannabis Business Permit, and all necessary permits have been issued, and the permitted use has commenced on the site in accordance with applicable conditions of approval contained herein.
- 9. Other Applicable Requirements.** The project approval is subject to all applicable requirements of the Federal, State, City of Woodland and any other affected governmental agencies. Approval of this request shall not waive compliance with all sections of the Municipal Code, all other applicable Federal, State and City Ordinances, and applicable Community or Specific Plans or Design Guidelines in effect at the time of building permit issuance. The duty of inquiry as to such requirements shall be upon the applicant.
- 10. Compliance with Conditions.** Prior to any use of the project site, all Conditions of Approval shall be completed to the satisfaction of the Community Development, Police, and Fire Departments. In the event that any of the conditions of this permit are not satisfied, the Community Development Director may request a public hearing be set before the Planning Commission to determine whether the Conditional Use Permit should be revoked. Additionally, upon showing of a compelling public necessity demonstrated at a noticed public hearing, the City of Woodland, acting through the appropriate entity, may add, amend, or delete conditions of this permit.

- 11. Violations.** Upon receipt of a Cannabis Business Permit the applicant shall be subject to provisions relating to violations contained in Municipal Code Section 5.28.090, or as may be amended.
- 12. Environmental Recording Fee.** Applicant shall provide the Community Development Department with a check for the sum of \$50 made out to Yolo County to record the CEQA environmental document (Notice of Exemption) with the County.
- 13. Applicant's Responsibility to Inform.** The applicant shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.

Planning Conditions

- 16. Education.** The cannabis retailer shall provide information or disclaimers to all customers regarding the effects of cannabis consumption and legal consequences of consumption or possession under federal law, in a form approved by the City.
- 17. Parking.** The project shall provide and maintain the number of on-site parking spaces consistent with the requirements of Section 17.68 of the Woodland Municipal Code, based on gross square footage of retail use, consistent with City standards unless otherwise approved by the Community Development Director.
- 18. Bicycle Parking.** The project shall provide bicycle parking, consistent with the requirements of Section 17.68.070 of the Woodland Municipal Code. The location of the racks and locking mechanism details shall be subject to review and approval by the Community Development Department prior to issuance of permits. Bicycle parking shall be installed prior to occupancy.
- 19. Signage.** Signage shall require a Sign Permit subject to approval by the Community Development Department in compliance with Woodland Municipal Code Section 17.100.140, Sign Permits – Permanent Signs, and may require a Building permit prior to installation.,
- 20. Trash Maintenance.** The site shall be kept free of trash or debris at all times. Graffiti or any other type of vandalism shall be removed or otherwise remediated within 72 hours of occurrence.
- 21. Landscape.** Prior to operation, all existing landscape planter areas shall be replanted and maintained per City Standards. Vegetative matter shall cover no less than 75% of the required landscape area unless otherwise approved by the Community Development Director. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying and cultivation.
- 22.** A storefront cannabis dispensary permittee shall not allow cannabis, cannabis products, or cannabis accessories on the dispensary site to be visible from the public right of way, the unsecured areas surrounding the buildings on the site, or the site's main entrance and lobby.
- 23.** No storefront cannabis dispensary shall grow or cultivate cannabis, except for immature nursery stock cannabis plants, on the dispensary site.

Building Conditions

The following comments are from the City of Woodland Building Division and are applicable to the referenced project:

24. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - A. 2022 California Building Code
 - B. 2022 California Plumbing Code
 - C. 2022 California Mechanical Code
 - D. 2022 California Electrical Code
 - E. 2022 Building Energy Efficiency Standards
 - F. 2022 California Green Building Code
 - G. The Code of the City of Woodland
25. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
Recycle plan is required at time of permit issuance along with a \$1000 deposit.
Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
26. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
27. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
28. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

Fire Conditions

The following comments are from the City of Woodland Fire Department and are applicable to the referenced project:

29. **Project Condition. Prior to permit approval to install gates or barriers:** The installation of perimeter fencing, gates, or obstacles that obstruct fire apparatus access roads shall require a separate plan submittal, review, and approval by the Woodland Fire Department prior to installation.
30. **Advisory:** An operational permit for a Cannabis dispensary will be required. The permit(s) will cost \$342.00 and be billed at the time of the fire inspection.
31. **Advisory:** Addressing and suite numbers shall be readily visible, contrasting in color to the background.
32. **Project Condition. Prior to permit approval:** Tennant improvement plans shall be submitted to the City of Woodland Building and Fire Department for review and approval due to the interior remodel of the space.
33. **Advisory:** Please be aware that, at a minimum or as applicable, the following items will be inspected, tested, or reviewed at the time of inspection.

- Existing exit signs and emergency lighting shall be in good working order and capable of supplying illumination for not less than 90 mins. Testing records are required. Test to be conducted at fire inspection.
- New and existing fire extinguishers shall be current and labeled with a State Fire Marshal-approved service label.
- Existing exits, exit doors, and door hardware are not obstructed, are in good working order, and shall meet the minimum requirements of the CFC.
- Housekeeping shall be orderly, and storage shall be stored in an approved manner per the CFC.
- All electrical and cords shall comply with the CFC.
- All electrical panels shall have a minimum 36-inch clearance before the panel.
- Verify that the address and suite numbers are visible from the assigned street.
- Verify fire lanes are marked.
- Verify all landscaping is three feet away from fire department equipment.
- Verify that fire department equipment is painted, marked, labeled, and secured as applicable.
- Existing walls and ceilings are free from holes that would lead to fire extension.
- Verify Knox Box keys.

Police Conditions

The following comments are from the City of Woodland Police Department and are applicable to the referenced project:

34. Security personnel shall be on site twenty-four hours a day or alternative security as authorized by the city manager or his/her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his/her designee (s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the chief of police.
35. **Security Plan.** Prior to issuance of a Business Cannabis Permit, applicant shall submit a final Security Plan and Lighting Plan pursuant to Woodland Municipal Code Section 5.28.260, Cannabis Business Site Security, for review and approval by the Police Chief and Community Development Director. Photometric data may be required to indicate that parking and public areas are equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area or public/employee exterior access ways. Photometric data must also confirm the absence of “hot spots” or areas of ten (10) foot-candle of illumination per square foot or more.

Engineering and Public Works Conditions

The following comments are from the City of Woodland Engineering Division and Public Works Department and are applicable to the referenced project:

General Conditions

36. Prior to building permit issuance, applicant shall obtain an encroachment permit for all work within the public right-of-way including utility connections and water meter, sewer cleanouts, and backflow devices, along with any activity requiring traffic control. The submittal shall include an engineer's

estimate of cost for the public improvements and applicant shall pay a plan check and inspection fee in accordance with the fee schedule. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

37. All public improvements are required as a condition of development of this site, and shall be completed prior to certificate of occupancy of the building.

Fees:

38. Owner shall pay all permit fees for construction of offsite infrastructure improvements under the encroachment permit, as approved by City Council and defined in the City Fee Schedule.
39. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

Easements Dedications: N/A

Site Design and Frontage Improvements

40. Onsite fire water lateral is in very poor condition and has been a continued issue causing the use of City staff time for both Fire and Public Works Departments. Applicant or Owner shall repair the lateral and damage caused to private and City infrastructure in the following ways:

Applicant shall replace fire lateral and post indicator valve.

The leak washed substantial amounts of soil into the nearest private storm drain inlet and further downstream into the City's storm drain system. Applicant shall jet and vacuum the private storm drain main to E Main St and the next two segments along E Main St downstream to the east to clean up the storm water pollution issues.

During the recent excavation to access the Fire lateral for repair, the conduit for the private parking lot lighting was broken. This needs to be repaired by a qualified electrician to meet lighting requirements for the site.

Parking lot asphalt shall be repaired. Unrepaired asphalt will continue to cause storm water quality issues.

41. The irrigation system (located on the north side of the bldg. is broken and non-operational.
42. The entrance median to the west of the building is filled w/ weeds (some over 4' tall) and needs to have the irrigation repaired and then the median re-planted.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA APPROVING AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AN OPERATING AGREEMENT WITH PERFECT UNION
– WOODLAND, LLC, FOR A CANNABIS RETAIL FACILITY
LOCATED AT 1810 E MAIN STREET, STE. 101, WOODLAND, CA 95776**

WHEREAS, the applicant Perfect Union - Woodland, LLC, submitted a Conditional Use Permit application to operate a Retail Cannabis Facility (“Cannabis Business”) in a commercial tenant space of 2,331 square feet in an existing shopping center located at 1810 E. Main Street, Ste. 101 (“Subject Property”) and with hours of operation of Monday – Sunday 9 am – 9 pm; and

WHEREAS, the City Council, following a Planning Commission recommendation to approve the use, approved granting a Conditional Use Permit to the Cannabis Business to conduct commercial cannabis activities at the Subject Property, subject to conditions of approval and contingent on issuance of a cannabis business permit, state license(s) and execution of an Operating Agreement; and

WHEREAS, Woodland Municipal Code Chapter 5.28 provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community; and

WHEREAS, the proposed Operating Agreement additionally addresses other mutually agreeable terms and conditions regarding operation of the Cannabis Business, including minimum insurance requirements, security procedures, and indemnification.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Woodland:

1. The City Council adopts the findings above as true and correct.
2. The City Council hereby approves of an Operating Agreement between the City and Perfect Union - Woodland, LLC generally consistent with the terms and conditions provided in the Operating Agreement attached hereto as Attachment 1.

3. The City Manager, or his or her designee, is authorized to execute an Operating Agreement in substantially the form provided in Exhibit 1, subject to any minor, technical, non-substantive or necessary changes approved by the City Attorney, and any other supporting documents necessary to execute the Operating Agreement. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement, provided the total payment amount under the Agreement does not change.
4. The Operating Agreement shall be executed prior to issuance of a Cannabis Business Permit.

PASSED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of October, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, City Clerk

Ethan Walsh, City Attorney

Exhibit 1
[Operating Agreement]

**OPERATING AGREEMENT FOR A CANNABIS RETAIL BUSINESS AND
PRELIMINARY CANNABIS BUSINESS PERMIT
LOCATED IN THE CITY OF WOODLAND**

**PERFECT UNION – WOODLAND, LLC
1810 E MAIN STREET, STE 101, WOODLAND, CA 95776**

This Operating Agreement for a Cannabis Business (hereinafter “Agreement”), dated ____, 2024, (“Effective Date”), is entered into by and between the City of Woodland (the “City”), a California municipal corporation, and Perfect Union – Woodland, LLC, a cannabis retail facility (“Cannabis Business”). The City and Cannabis Business may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, On June 21, 2022, the City Council of the City of Woodland approved Ordinance Nos. 1685 and 1686 to allow consideration for up to four retail cannabis businesses within the City of Woodland.

WHEREAS, on February 27, 2023, the City of Woodland opened a competitive application review process for preliminary cannabis business permit applications, which closed on April 5, 2023. A total of 12 Preliminary Cannabis Business Permit applications were received.

WHEREAS, after conducting a complete, thorough, and objective review in consideration of all applications, the four top scoring applications were selected to continue through the final application review process, including the approval of an operating agreement to memorialize the requirements as provided for in the regulations governing commercial cannabis retail permits, Chapter 17.84.120 and 5.28 of the Woodland Municipal code, as well as statements and agreements provided in the application materials and as part of the interview process; and

WHEREAS, Cannabis Business is one of the four top scoring applicants and has applied for and received a Conditional Use Permit concurrently with the approval of this Agreement for the operation of a retail cannabis business at 1810 E. Main Street, Ste. 101, Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Subject Property**”).

WHEREAS, Section 5.28.180(A)(9) of the Woodland Municipal Code provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals, and all defined terms set forth in this Agreement, are hereby incorporated into this Agreement as if set forth herein in full.

2. Definitions. The following terms shall have the following meanings for purposes of this Agreement, but other terms may be defined elsewhere in this Agreement.

- A. “Assignment” means: (i) a sale, exchange or other transfer of this Agreement, the Cannabis Business’s rights hereunder, or substantially all of the Cannabis Business’s assets dedicated to operation of the retail cannabis business under this Agreement to a third party; (ii) a sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of the Cannabis Business; (iii) any reorganization, consolidation, merger re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Cannabis Business or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Cannabis Business; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, provided that the effect of such occurrence is to change control of Company or responsibility for this Agreement to an entity that is not controlled by Company’s ultimate parent entity (as defined on the Effective Date of this Agreement in 16 CFR § 801.1(a)(3)).
- B. “Cannabis business permit” means the regulatory permit issued by the City to the Cannabis Business pursuant to the provisions of Chapter 5.28 of the Woodland Municipal Code.
- C. Cannabis retailer” means a premises permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale, as permitted by Chapter 17.84.120 of the Woodland Municipal Code.
- D. “City” means the City of Woodland.
- E. “City Permits” means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, including the Cannabis

Business Permit, licenses, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for the Cannabis Business to operate in accordance with this Agreement.

- F. “Commencement Date” means the date that all of the following have occurred: (1) the City has issued all necessary City Permits; (2) the Cannabis Business has obtained all necessary State Licenses to operate; and (3) the Cannabis Business has obtained a certificate of occupancy.
- G. “Community Development Director” means the Community Development Director and his or her designee.
- H. “Conditional Use Permit” means the conditional use permit issued by the City to the Cannabis Business pursuant to Chapter 17.100.100 of the Woodland Municipal Code.
- I. “Effective Date” means the date first entered above as the Effective Date that both Parties have signed this Agreement.
- J. “Gross Receipts” means the total amount actually received or receivable from sales and the total amounts actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in “gross receipts” shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, all cost of materials used, labor or service costs, interest paid or losses or other expenses. The following shall not be included in the definition of “Gross Receipts: (1) Cash discounts allowed and taken on sales; (2) Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit; and (3) Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded.
- K. “Manager” means a person with responsibility and authority over the establishment, management, supervision, or oversight of the operation of the Cannabis Business.
- L. “State License” means all licenses required to be issued by the State of California for operation of the Cannabis Business pursuant to Division 10 of the Business and Professions Code and applicable state regulations, including Division 42 of Title 16, Division 8 of Title 3, and Division 1 of Title 17 of the California Code of Regulations, as those provisions may be amended.
- M. “Subject Property” means that certain property located at 1810 E. Main Street, Ste. 101 Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference, which is the location of the Cannabis Business’s retail cannabis business.
- N. “Term” means the period of time this Agreement is in effect, and any renewal periods, as specified in Section 3.

3. Term of Agreement. The Term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years therefrom (“Initial Term”), unless earlier terminated as specified in this Agreement. Prior to the expiration of the Initial Term and any subsequent Renewal Period, the Parties may mutually agree to extend the Term of this Agreement for up to two (2) additional two-year (2-year) terms to run consecutively (each a “Renewal Period”).

4. General Terms and Conditions. The Cannabis Business shall comply with all of the following terms and conditions for the Term of this Agreement:

- A. This Agreement is only valid for the Cannabis Business at the Subject Property identified in this Agreement. An assignment of this Agreement or any interest herein by the Cannabis Business is not permitted unless consented to in advance in writing by the City, which consent may be conditioned, granted or withheld in City’s sole and absolute discretion.
- B. The applicant shall apply for and receive approval for a final Cannabis Business Permit and all other required City permits, such as building permits, including receipt of a Certificate of Occupancy, prior to commencement of operations.
 - i. Submission of Complete Tenant Improvement Plans: The applicant shall submit a complete submittal to the City Building Division for all applicable tenant improvements within three (3) months following the Effective Date of this agreement. The submission must include all necessary documentation, plans, and approvals required by the City to ensure compliance with applicable codes and regulations.
 - ii. Commencement of Construction: All construction related to the applicable building permits must commence within six (6) months of the Effective Date of this agreement. Failure to meet these timelines will result in the termination of the Operating Agreement.
- C. Any conditions placed on the Cannabis Business Permit and the Conditional Use Permit are hereby incorporated as conditions of this Agreement. Violations of the Cannabis Business Permit, the Conditional Use Permit and/or applicable State Licenses shall be deemed violations of this Agreement and shall constitute a material breach of this Agreement.
- D. The applicant shall commence operation of the cannabis business within 12 months of the approval date of the CUP consistent with Section 17.96.130 of the Woodland Municipal Code, or the City will withdraw the preliminary business permit award and this agreement shall be null and void.
- E. The Cannabis Business shall obtain and maintain at all times a valid Cannabis Business Permit, Conditional Use Permit, and applicable State License(s) prior to and during operation of the Cannabis Business.
 - i. As soon as practicable, the Cannabis Business shall inform the City when it obtains its necessary State License(s), and shall provide a copy of the State

License(s) to the Community Development Director. The City shall cooperate with the Cannabis Business as appropriate and as needed to facilitate the State's issuance of a State License(s) to the Cannabis Business.

- ii. The City shall diligently process the Cannabis Business's applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; nor does this Agreement constrain the City's discretion to determine compliance with all requirements regarding issuance of any City Permits. Nothing in this Agreement relieves the Cannabis Business of the obligation to comply with all requirements and application procedures set forth in Chapter 5.28 and Section 17.84.120 of the Woodland Municipal Code.

- F. The Cannabis Business understands, acknowledges and agrees to comply with all applicable then-existing state and local laws and regulations applicable to operation of the Cannabis Business, including Chapter 5.28 of the Woodland Municipal Code.

5. Operational Requirements. In addition to all operating requirements set forth in Article IV of Chapter 5.28 of the Woodland Municipal Code, the Cannabis Business shall comply with the following specific operational requirements:

- A. The Cannabis Business shall immediately notify the City Police Department of any criminal activity, or suspected criminal activity, occurring at the Subject Property. In the event of any internal security system breach, including a faulty alarm system, broken or damaged surveillance cameras or other video recording equipment, or broken or damaged locks, doors, or lighting which may increase risk of criminal activity at the Subject Property, the Manager of the Cannabis Business shall notify the City Police Department as soon as practicable after becoming aware of the security system breach. The Cannabis Business shall diligently attempt to fix or resolve any such security breach immediately; if circumstances require additional time and delay to remedy, the Cannabis Business shall so notify City police and provide an estimated timeline the breach will be cured.
- B. If the Cannabis Business receives any criminal threats, or otherwise suspects any criminal targeting related to movement of product or cash from or to the Subject Property, the Cannabis Business shall immediately notify the City Police Department.
- C. The City's Chief of Police, or his or her designee, may perform site inspections of the Cannabis Business during hours of operation, upon reasonable notice. The scope of the inspection shall be to ensure compliance with all conditions on the Cannabis Business, including compliance with state rules and regulations, such as but not limited to, track and trace requirements, product storage, labeling, and disposal of product, as well as accounting, ledgers for distribution, and other records and operating procedures. Upon reasonable notice by the City, the Cannabis Business shall provide proof, including through visual observation and confirmation by City staff, of any storage, disposal or distribution of product as may be necessary to ensure business compliance. Should the City discover any evidence of falsification of records or other practices inconsistent with City or State requirements, the Cannabis Business shall, upon written notice from

the City, immediately cease and desist operations until such time that the issues have been resolved, to the satisfaction of the City, in accordance with state and local regulations.

6. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including its operation of approved cannabis uses in the City during the Term, the Cannabis Business shall do all of the following:

A. Tax Payment. The cannabis business shall pay the required ten (10%) percent tax as required per Woodland Municipal Code Chapter 3.36, Cannabis Business Tax.

- i. Monthly Payments shall be calculated per calendar month, due and payable on the 15th day of the subsequent calendar month in accordance with Woodland Municipal Code Section 3.36(B). By way of example only, a Monthly Payment for the month of September would be calculated from September 1 through September 30, due and payable on October 15.
- ii. If a Monthly Payment is not paid in full within fifteen (15) days after it is due and payable, penalties and interest shall accrue as set forth in Woodland Municipal Code Section 3.36.100.
- iii. Monthly Payments shall be made to the City's Finance Department. In the event the Cannabis Business intends to pay a Monthly Payment in cash in an amount that exceeds \$5,000, the Cannabis Business shall notify the City in advance to make prior arrangements.
- iv. Accompanying the Monthly Payment, the Cannabis Business shall deliver to the City a report ("the Monthly Report") showing (1) Gross Receipts of the Cannabis Business for the immediate prior month; 2) a cumulative total of all amounts of Gross Receipts received by the Cannabis Business to date for the calendar year, (3) a calculation of the Monthly Payment currently due to the City; and (4) a calculation of the cumulative total of all Monthly Payments made to the City to date for the calendar year.

B. Community Benefits Plan. Pursuant to Section 5.28.180 (A)(6)(b), Exhibit "B" to this agreement, Community Benefit Plan, which is attached hereto and incorporated into this Agreement by this reference, describes the benefits the cannabis business has provided or will provide to the local community including direct aid, participation in, and commitment to funding the work of local nonprofits, community, civic, or social service based organizations, as well as the development of public outreach and education program related to risks of youth and drugs, and any other agreed upon community benefit between the City and applicant. The Cannabis business shall comply with and implement that Community Benefit Plan as a requirement of this Agreement.

- i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis business shall submit a Community Benefits Plan Summary Report in which all activities in support of local community organizations

or events as outlined in the Community Benefit Plan (Exhibit “B”), including the Community Benefit Payment, shall be identified, including the community service hours provided by the cannabis business (inclusive of staff service volunteer hours) in the year, and the Cannabis Business shall provide to City or its designee all appropriate receipts, payment verification and any other documentation requested by City as deemed necessary by City in its discretion to verify the Cannabis business’s compliance with the Community Benefit Plan.

C. Social Policy and Local Enterprise Plan. Pursuant to Section 5.28.180(A)(6)(c), Exhibit “C” to this Agreement describes the Cannabis Business’s Social Policy and Local Enterprise Plan.

i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis Business shall submit an updated Social Responsibility and Local Enterprise Plan in which the employee benefits, workforce development actions, local hiring practices, and minimum employee wage paid are identified for the prior year.

i. Minimum agreed upon hourly wage (living wage). The Cannabis Business hereby agrees to provide a minimum hourly working wage in the amount of \$20 for remainder of the calendar year following the Effective Date of this Agreement. The wages for employees of the Cannabis Business shall increase at the same rate as the state minimum wage.

D. Cannabis Business agrees to abide by the requirements of Chapter 5.28 of the Woodland Municipal Code and any other operating terms and conditions as mutually agreed by the parties to ensure that the social policy and local enterprise plan commitments and community benefits derived from the proposed cannabis business adequately address potential adverse impacts stemming from the operation of the Cannabis Business.

E. Records. The Cannabis Business shall keep accurate and adequate records and documentation to reflect its monthly gross receipts and information concerning required payments. Pursuant to section 5.28.340 of the Woodland Municipal Code, the Cannabis Business shall maintain all such records for at least three (3) years, and shall produce those records to the City within 24 hours after receipt of the City’s request.

7. Termination. The City and/or Cannabis Business may terminate this Agreement prior to expiration of the Term for the reasons and subject to the requirements set forth below. The Cannabis Business understands and acknowledges that the right to operate the Cannabis Business is expressly contingent on full execution of an Operating Agreement, as required by section 5.28.180(A)(9) of the Woodland Municipal Code. As such, termination of this Agreement shall result in the immediate termination of the Cannabis Business’s operations, unless and until a new Operating Agreement is executed by the Parties

- A. City's Termination Rights. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after the City provides written notice of termination to the Cannabis Business, if any of the following circumstances occurs:
- i. The Cannabis Business breaches its obligation to pay the Monthly Payments of the Cannabis business tax when due and fails to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of default.
 - ii. The Cannabis Business breaches its obligation to perform in accordance with any material provision of this Agreement, other than the obligation to pay the Monthly Payment, and: (A) does not cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach or, if the breach cannot reasonably be cured within 30 days, (B) does not begin work to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach. The Parties may mutually agree in writing to extend the time period to cure the breach. The express designation in this Agreement of a provision as "material" does not imply that other provisions are not material.
 - iii. The Cannabis Business fails to obtain and maintain at all times prior to and during operation of the Cannabis Business a valid Cannabis Business Permit and State License(s), or violates any condition of approval of the Conditional Use Permit.
 - iv. The uses and business activities of the Cannabis Business are declared unlawful by order of Court, or become illegal by operation of State law.
- B. Cannabis Business's Termination Rights. The Cannabis Business may, at any time and in its sole discretion, effective thirty (30) days after the Cannabis Business provides written notice of termination to the City, may terminate this Agreement if the Cannabis Business has permanently ceased operations, or intends to cease operations within thirty (30) days, in the City of Woodland.

8. Release & Indemnification. The Cannabis Business shall release and hold harmless the City, its agents, officers, elected officials, staff and employees (collectively, "City Parties") from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of Chapter 5.28 of the Woodland Municipal Code, or any provision of the Zoning Code relating to the Cannabis Business, and (ii) any arrest or prosecution of the Cannabis Business or its owners, Managers, staff, employees, or members for violation of state or federal laws. The Cannabis Business shall further defend, indemnify and hold harmless the City Parties from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from or related to the Cannabis Business operations at the Subject Property, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind, including bodily injury, death or property damage, arising out of the distribution of cannabis or cannabis products at the Subject

Property. The obligations in this Section 8 Release & Indemnification shall survive any expiration or termination of this Agreement.

9. Insurance.

A. Time for Compliance. The Cannabis Business shall not begin operations until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall constitute a material breach of this Agreement.

B. Types of Required Coverages. Without limiting the indemnity provisions of this Agreement, the Cannabis Business shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

- i. Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

- ii. Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

- iii. Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

C. Endorsements.

- i. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability shall be endorsed to provide the following:
 - a. Additional Insured. The City’s indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of

Consultant; or (4) contain any other exclusions contrary to the Agreement.

- b. Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
 - c. Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
 - d. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
 - e. Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
 - f. Applicability. That the coverage provided therein shall apply to the obligations assumed by the Cannabis Business under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- ii. The policy or policies of insurance required by this section for Workers' Compensation shall be endorsed, as follows:
- a. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City's indemnified parties.
 - b. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- D. Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City's indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

- E. Evidence of Insurance. The Cannabis Business shall, concurrently with execution of this Agreement or as soon thereafter as may be authorized by the City, deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, the Cannabis Business shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Failure to Maintain Coverage. The Cannabis Business agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.
- G. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- H. Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Cannabis Business's policies, or the Cannabis Business shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured.

10. Notice. Any notice or other communication provided pursuant to this Agreement must be in writing and shall be considered properly given and effective only when mailed or delivered in the manner provided by this Section 11 to the persons identified below. A mailed notice or other communication shall be considered given and effective on the third day after it is deposited in the United States Mail (certified mail and return receipt requested). A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 11.

If to the City:

City of Woodland
City Manager's Office
300 First Street
Woodland, California 95695
Attention: Ken Hiatt

If to Cannabis Business:

11. Force Majeure.

- A. “Force Majeure Event” means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party’s reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- B. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or Cannabis Business is prevented or delayed because of a Force Majeure Event, then the time for performance shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

12. Waiver. A Party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party’s breach of this Agreement shall not constitute a waiver of any performance, right, or remedy. A Party’s waiver of the other Party’s breach of any provision in this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

13. Relationship of Parties. This Agreement does not create any employment relationship, ownership interest, or other association between the City and Cannabis Business. Nothing herein shall be construed to create the relationship of principal and agent, partnership or other joint venture between the City and Cannabis Business.

14. Attorneys’ Fees. The Party prevailing in any litigation concerning this Agreement, the Subject Property, or the Cannabis Business operations, shall be entitled to an award by the court of reasonable attorneys’ fees and litigation costs. If the City is the prevailing party, then this Section shall apply whether the City is represented in the litigation by the designated City Attorney or by outside counsel.

15. Severability. If a court with jurisdiction finds any provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect, and to this end this Agreement shall be severable.

16. Counterparts. The parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which shall collectively constitute this same Agreement.

17. Integration and Modification. This Agreement sets forth the Parties’ entire understanding and agreement regarding the matters addressed herein. This Agreement supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by written agreement signed by both Parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth on this Agreement.

City of Woodland

**Cannabis Business:
Perfect Union – Woodland, LLC**

By: _____
Ken Hiatt, City Manager
Dated: _____, 2024

By: _____
Dated: _____, 2024
By: _____

Dated: _____, 2024

Approved as to Form

Woodland City Attorney

By: _____
Ethan Walsh, City Attorney

EXHIBIT “A”

DESCRIPTION OF SUBJECT PROPERTY

Parcel One:

Parcel 4, in the City of Woodland, County of Yolo, State of California, as shown on that Parcel Map entitled Parcel Map No. 4792, filed December 19, 2005 in Book 2005 of Maps, Pages 208-209, in the Office of the County Recorder of said County.

Parcel Two:

Perpetual non-exclusive easements and rights as contained in “The instrument entitled “Reciprocal Agreement and Grant of Easements” recorded May 3, 2002, Instrument No. 2002-001 8736, Official Records.

Parcel Three:

Non-exclusive easements for access and utilities as contained in the instrument entitled “Declaration of Covenants, Conditions and Restrictions” recorded May 3, 2002, Instrument No. 2002-0018738, Official Records, and as modified by instruments recorded January 31, 2003, Instrument No. 2003-0005635, Official Records and January 28, 2005, Instrument No. 2005-0004602, Official Records.

Assessor's Parcel Numbers(s): 027-310-058-000

EXHIBIT “B”

COMMUNITY BENEFIT PLAN

Perfect Union – Woodland LLC

Community Benefit Payment

Perfect Union will commit to contributing 2% of their annual business gross receipts per year to active 501(c)(3) non-profits active in the City of Woodland.

Community Support for Local Non-Profits and Organizations

Perfect Union commits to contributing to community-based projects and with guidance from the City identifying local funding opportunities commits to partnering with charities and non-profit organizations to support and fund projects through grants and volunteerism. The main areas of focus for Perfect Union include hunger, homelessness, education, youth development, and public services.

Present Donations:

Employee Volunteer Program

- Perfect Union is committed to ensuring that staff volunteer at local non-profits and community organizations each month.
- Perfect Union is committed to encouraging employees to participate in company-sponsored community activities.
- Perfect Union commits to compensating employees for up to ten (10) hours per month for volunteer work with designated organizations.

Non-Profit Partnerships

Perfect Union commits to continue to work with local non-profits within the City of Woodland and Yolo County that focus on food insecurity, homelessness, youth education and development, domestic violence, rehabilitation, drug abuse prevention, and community-based services.

Perfect Union commits to continued work with groups such as the following non-profits in the City of Woodland and Yolo County:

- Yolo Meals on Wheels
- Thriving Pink
- Yolo County Heritage Foundation
- Yolo Conflict Resolution Center
- Woodland Food Closet
- Woodland Recreation Foundation
- Yolo County Public Defender’s Office CARES Program

Perfect Union commits to providing In-house Services such as the following:

- *Compassion Program*

Under H&S § 11362.71, qualified individuals may receive free cannabis once a month. All individuals must comply with the aforementioned Health and Safety Code to be eligible.

- *Reduced Pricing Plan*

Seniors and veterans receive a 10% discount

Youth Education and Outreach:

Perfect Union – Woodland, LLC commits to partnering with local government to create a comprehensive approach that reaches youth, families, schools, neighborhoods, and communities and reflects the cultural, ethnic, racial, linguistic, and LGBTQ diversity of the city. The framework includes:

- Developing targeted media messaging
- Limiting youth access to cannabis
- Addressing current laws, policies, and practices
- Understanding and redirecting social norms
- Using evidence-driven methods, we believe an expansive menu of environmental prevention strategies and cohesive partnerships have the highest potential to produce population-level change and promote public safety.

EXHIBIT “C”

SOCIAL POLICY AND LOCAL ENTERPRISE PLAN

Local Hiring

Perfect Union is committed to hiring all employees directly from the City of Woodland, creating twenty (20) jobs once operations are fully established. The company is committed to working with UFCW, the Woodland Chamber of Commerce, Woodland Express Employment Professionals, and other local job search organizations to find qualified candidates.

Employee Wages and Compensation

Perfect Union is committed to offering a living wage starting at \$20 per hour, which may be higher based on experience, knowledge, and position, and employees will also be able to receive tips and gratuities.

Perfect Union is committed to providing employees with monthly volunteer hours with local non-profits. The company is committed to paying employees for each hour they participate in community service, up to ten (10) hours per month. This allows employees to earn up to one hundred and twenty (120) hours of paid volunteer work per year.

Continuing Education

Perfect Union is committed to partnering with the United Food and Commercial Workers International Union (UFCW) to develop the UFCW Cannabis Pharmacy Technician Apprenticeship which would include 2,000 hours of training focused on safety, packaging, patient/customer verification, and best business practices.

Perfect Union is committed to utilizing programs such as the RISE for continuing education on state and local law, internal policies and procedures, products, consumption, cannabinoids, and the endocannabinoid system. Perfect Union is committed to providing employee training on topics such as cannabis compliance, Emergency Action Plan, Illness and Injury Prevention Plans, active shooter, robberies and burglaries, the history of cannabis, sexual harassment, and discrimination.

Support for Local Enterprises

Perfect Union is committed to carrying locally manufactured brands to the Woodland community. It will offer 20% of its retail floor shelf space to local brands.

General Application Form

1. OWNER/APPLICANT

Property Owner:

Refoua, LLC & Trojan Investment Group, LLC

Mailing Address:

City State Zip Code:

Phone Number:

E-mail Address:

Project Applicant:

Perfect Union - Woodland, LLC

Mailing Address:

City State Zip Code:

Phone Number:

E-mail Address:

2. PROJECT DESCRIPTION

Project Name:

Perfect Union - Woodland, LLC

Total Acres or Square Feet:

2,695 sq. feet

General Plan Land Use Designation:

Regional Commercial w/ Light Industrial Flex Overlay

Existing Zoning:

RC

Site Address or Location:

1810 E Main Street, Ste 101, Woodland, CA. 95776

Assessor's Parcel Number(s):

027-310-058-000

Is Project in Flood Zone? ☐ Yes ☒ No

Requested Entitlement/Permit Type:

Cannabis Retail Dispensary CUP

PROJECT NARRATIVE/JUSTIFICATION STATEMENT: On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

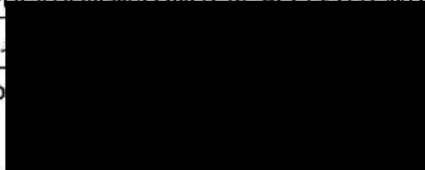
3. AUTHORITY TO FILE APPLICATION

Check one: ☒ Property Owner ☐ Power of Attorney* ☐ Contract to Purchase* ☐ Other*

*Attach Evidence of Authority

ACKNOWLEDGEMENT: I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Applicant		12-20-23	Date	Applicant	Date
Legal Owner		12-21-23	Date	Legal Owner	Date



SECTION D. QUALIFICATIONS OF OWNERS

D.1. OWNER'S EXPERIENCE

The Perfect Union team is made up of leaders and pioneers in the cannabis industry with decades of combined experience that ensure Perfect Union and its associates are managed effectively, transparently, and in full compliance with all state and local laws. They have invested immense time and energy into their work to transform the cannabis industry from a virtually unregulated landscape into what we see today, an industry becoming a respected and legal growth opportunity of well-regulated and contributing business models.



Thomas Sheridan

Chief Executive Officer, Director & Founder

Thomas B. Sheridan is a licensed attorney and is the Managing Member of Sheridan Law Group. Mr. Sheridan focuses his practice in the areas of Business and Real Property litigation. He regularly advises real estate investment companies and small- to medium-sized businesses in other industries to navigate the myriad of litigation, legal and regulatory hurdles encountered in California. His practice includes the negotiation and documentation of Real Estate acquisitions and sales, leases, loans and other real estate based transactions. Additionally, he represents businesses from their formation through all stages of operation, and helps his clients address the challenges of other related areas— including employment; shareholder and director rights and duties; corporate governance; and other internal issues. For the last several years, Mr. Sheridan has focused his practice on the acquisition of real estate for medicinal cannabis uses. In addition, Mr. Sheridan has represented some of California's leading cannabis providers. Mr. Sheridan is one of the original founding members of Perfect Union 13 years ago and has led the company to success as its CEO.

Mr. Sheridan obtained his Juris Doctorate from McGeorge School of Law in 2006—graduating in the top 5% of his class. Mr. Sheridan is a member of the Order of the Coif, the Traynor Honor Society, Dean's List and the recipient of the Witkin Award in Land Finance.

Mr. Sheridan also purchases and manages both commercial and residential rental properties on behalf of himself and others.

Shawn Samery
Retail Operations Manager

Shawn Samery is a seasoned legacy cannabis expert having operated in the industry for over 14 years. Mr. Samery joined the founding members of Perfect Union a year later when opening our flagship store, River City Phoenix, in 2010. Shawn is the most experienced and knowledgeable employee regarding day-to-day dispensary flow and functions. His experience is unmatched having worked as a budtender to general manager, BSIS licensed security guard, and has even run payroll.



Mr. Samery has planned the layouts of Perfect Union's facilities and overseen all buildouts over the past 13 years. He graduated from WECA College in 2006 where he obtained his Electrician Trainee Program Certification and completed his apprenticeship. He then became a certified Journeyman and received his C10 license with the completion of his four-year apprenticeship program.

Shawn has an immense dedication for compassion programs and helping medicinal patients through their time of need. Shawn is responsible for overseeing Perfect Union's compassion programs and ensuring the medicinal patients are well taken care of. Shawn also has worked with local municipalities on restoration projects such as adopt-a-park in Oakland and Turlock as well as active volunteerism through food banks and shelters. He is currently spearheading Perfect Union's campaign with Weed for Warriors to provide free Cannabis for Veterans to help combat PTSD and veteran suicide rates. This program falls under the DCC regulations for one of the few qualifying programs that allow dispensaries to provide free medical cannabis to medical patients.



Angelica Sanchez
Sr. Director of Government Affairs & Compliance

Angelica started with Perfect Union as a patient service clerk in January 2016, while attending college at Sacramento State University. With the passage of Prop 64 later that year, she took the responsibility of reviewing the regulations and ensuring compliance with the Department of Cannabis Control, the California Department of Public Health, and the California Department of Agriculture. Angelica became an expert in cannabis regulations and wrote the original Adult-Use City and State applications for the company. Angelica has obtained local and state licensure for retail, cultivation, nursery, and distribution. Angelica has written all of Perfect

Union's Standard Operating Procedures, performs monthly compliance audits at each facility, and is a METRC expert. While working at MWG, Angelica graduated from California State University Sacramento with a Bachelor's in Political Science. She is now the Senior Director of Government Affairs and Compliance at Perfect Union.

Angelica works with the legislature and local jurisdictions to help them craft legislation, municipal code, zoning, and ordinances for the cannabis industry. She guides store leadership through the regulatory requirements of retail cannabis, performing internal audits with staff monthly on those regulations.

In her free time, she is an active member of the community, serving as a Director of the Rainbow Chamber of Commerce Foundation, as well as volunteering for non-profit organizations in the greater Sacramento area such as Sol Collective.

Mark Pemberton
Community Relations Director

Mark Pemberton, owner and founder of Pemberton Engineering, Inc., has been a resident of Woodland for 15 years. Mark has developed deep connections within the community of Woodland and Yolo County as a member of the Woodland Rotary Club, the Woodland Chamber of Commerce, and the Davis Chamber of Commerce. Perfect Union has partnered with Mark Pemberton to have him serve as the Community Relations Director. His passion for the community of Woodland and active membership in local chambers and clubs demonstrates his dedication to ensuring the community of Woodland is a happy, healthy, and thriving place to



live. Mark will be the liaison for Perfect Union, interacting with local community organizations, neighbors, and officials.

Mark founded Pemberton Engineering in Yolo County in 2003 and relocated Pemberton Engineering to Woodland in January of 2022. He is currently an approved Special Inspector for the City of Woodland, Davis, Sacramento, and Yolo County. Mark has extensive knowledge of Green Designs and how to incorporate green materials into construction and design elements. Mark will advise Perfect Union during the construction planning and build-out to ensure we implement green practices at our facility.



Michael Baer
Controller

Michael Baer is an experienced Controller with a expansive background in finance management. Michael started with Perfect Union in 2020 as Director of Accounting. During that time he managed the migration of 13 entities from Quickbooks to our current financial auditing software, Sage Intacct. Mr. Baer has developed and maintained all written accounting policies and procedures and oversees our finance department. He was promoted to Controller in January of 2022 and is now responsible for all financial aspects of the business. Mr. Baer is exceptional at ensuring compliance with legal, financial and tax regulations and works hand in hand with Ms. Sanchez to guarantee Perfect Union is always in compliance.

Prior to starting with Perfect Union, Mr. Baer worked for ICF, a one-billion-dollar global advisory and digital services provider where he prepared and submitted taxes, built portfolio analysis tools, managed month-end, quarter-end, and annual close processes, and developed ad hoc scorecards outlining key business unit performance for FP&A use.

Mr. Baer received his BA in Business Administration from Cal Poly San Luis Obispo in 2003 and went on to receive his Master of Business Administration at Ashford University in 2010. He furthered his career by becoming a Certified Public Accountant in the State of California.

D.2. PROFESSIONAL CERTIFICATIONS & TRAINING

Thomas Sheridan

Chief Executive Officer, Director & Founder

- Juris Doctorate, McGeorge School of Law, 2006
- Order of the Coif
- Traynor Honor Society
- McGeorge School of Law Dean's List
- Recipient of the Witkin Award in Land Finance
- Founder of Perfect Union
- 13 years' experience operating commercial cannabis businesses

Shawn Samery

Retail Operations Manager

- 14 years' operating Cannabis Dispensaries in the State of California
- BSIS Private Patrol Guard Certified since 2016
- BSIS Private Patrol Operator Manager since 2016
- CAL/OSHA Certified
- San Luis Obispo Quarter Horse Association Board Member
- American Quarter Horse Association Member

Mark Pemberton

Community Relations Director & Environmental Construction Engineering Advisor

- BS in Civil Engineering, CSU Chico, 1994
- Structural Engineers Association of Central California
- Davis Chamber of Commerce Member
- Woodland Chamber of Commerce Member
- California SE 4681
- California CE 58163
- Owner and Founder of Pemberton Engineering, Inc.
- Approved Special Inspector for the City of Woodland, Davis, Sacramento and County of Yolo

Angelica Sanchez

Sr. Director of Government Affairs and Compliance

- BA in Political Science, CSU Sacramento
- CAL/OSHA Certified
- Notary
- UFCW Total Trust Retirement Board Trustee 2019
- Director, Sacramento Rainbow Chamber of Commerce Foundation, 2020
- Former Communications Chair, United Nations Association
- Over 500 hours logged in METRC
- Board and Commissions Leadership Institute Certified, 2021

Michael Baer

Controller

- BA in Business Administration, Cal Poly, 2003
- Master of Business Administration, Ashford University, 2010
- Certified Public Accountant, State of California, #135866 (Inactive)

D.3. CANNABIS INDUSTRY KNOWLEDGE

Perfect Union is one of the most sought-after and experienced cannabis operators in the state of California, with extensive experience in the cannabis industry. Perfect Union currently operates ten different dispensaries throughout the state of California. The company's flagship store, Perfect

Union Northside has operated in Sacramento since 2010 in full compliance with all regulatory standards set forth by the City and State. All Perfect Union locations service medical patients and recreational patients but have a special focus on serving the community, the community-based programs provided by Perfect Union have given patients service they can trust and rely on. Perfect Union prides itself on ensuring quality in everything they do while giving back to the communities they serve. Recent awards Perfect Union has received are:

- **#1 Cannabis Business of 2020 & 2021** – Sacramento Business Journal
- **Most Conscious, 2021 California Cannabis Industry Awards** – The Cannabis Chamber of Commerce
- **Best Cannabis Dispensary of Chico, 2021** – Annual Best of Chico Awards
- **Yuba-Sutter Emerging Business of 2021** – Yuba-Sutter Chamber of Commerce



Perfect Union has played an integral role in developing quality assurance and regulatory compliance standards for the cannabis industry.

Perfect Union also operates Perfect Union Eastside in Sacramento, California, a prominent cannabis retail business that opened in 2007. Eastside sets the tone for customer service in the cannabis industry. Located in the heart of Sacramento – adjacent to U.C. Davis Medical Center – Perfect Union Eastside is in a prime location to serve customers from all over the city. Currently, Perfect Union Eastside serves approximately two hundred (200) customers per day.

In 2019 Perfect Union was selected in a very competitive application process to open one of the two cannabis dispensaries in Marysville, California. In 2020 Perfect Union completed the construction of a ground-up building located adjacent to Rideout

Hospital in the heart of Marysville to house the new Perfect Union Marysville facility. Perfect Union Marysville opened in January 2019 and is one of only two cannabis retail businesses chosen to operate in the county. Since then, Perfect Union has opened an additional seven (7) stores in, Turlock, Morro Bay, Shasta Lake, Ukiah, a second location in Marysville, and Napa.

Vertically Integrated Company

MWG Holdings Group, Inc. is the parent company of Perfect Union – Woodland, LLC. MWG Holdings

Group, Inc., is a vertically integrated company, founded in the State of Delaware. MWG Holdings Group, Inc., operates commercial cannabis businesses ranging from seed to sale reducing the need to outsource. This ensures we have a safe and reliable product line and reduces overhead costs. Below are licenses that fall under the MWG umbrella.

Perfect Union currently manages the following 10 retail licenses:

Location	Address	License #
1. Perfect Union Northside	1508 El Camino Ave, Sacramento CA 95815	C10-0000199-LIC
2. Perfect Union Eastside	2035 Stockton Blvd, Sacramento CA 95815	C10-0000254-LIC
3. Perfect Union Marysville	311 F street, Marysville CA 95901	C10-0000324-LIC
4. Perfect Union Riverbank	6609 3 rd Street, Riverbank, CA 95367	C10-0000204-LIC
5. Perfect Union Turlock	2500 N Golden State Blvd., Turlock CA 95382	C10-0000748-LIC
6. Perfect Union Morro Bay	1000 Quintana Rd, Morro Bay CA, 93442	C10-0000749-LIC
7. Perfect Union Napa	1760 Industrial Way, Napa, CA 94558	C10-0000869-LIC
8. Perfect Union Shasta Lake	5340 Shasta Dam Blvd, Shasta Lake, CA 96019	C10-0000411-LIC
9. Perfect Union Ukiah	2601 N State St, Ukiah, CA 95482	C10-0000088-LIC
10. Perfect Union Weed	241 Main Street, Weed, CA 96094	C10-0000025-LIC
11. Wild Seed Wellness	1109 Chestnut St. Marysville, CA. 95901	C10-0000707-LIC

Perfect Union currently manages the following 2 cultivation licenses:

1. Fireworx Farms Cultivation	1025 Joellis Way, Sacramento CA 95815	CCL19-0001533
2. Fireworx Farms Nursery	1025 Joellis Way, Sacramento CA 95815	CCL20-0000036

Perfect Union currently manages the following distribution license:

1. Metta Distribution & Transportation	1504 El Camino Ave, Sacramento CA 95815	C11-0000090-LIC
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Operational Vision

To provide a high level of care, we strive to deliver all operations and services in a professional, caring, and timely manner. Perfect Union is determined to meet the highest industry standards of service. Our staff is trained to implement all company policies and ensure integrity, accountability, and efficiency at every level. Perfect Union consistently audits and upgrades operations to serve customers' needs best and will always meet any updated operating requirements by

the City of Woodland and the State of California promptly and efficiently. Our objective is always to provide exceptional service and affordable products in a professional, safe, and caring environment.

Our Model of Success

Our business model creates a positive, unique, and intimate experience for every person that walks through our doors. We understand that it is our responsibility to ensure that people receive safe and

quality cannabis products in a friendly and professional environment. Each customer is well taken care of by our staff and is provided with one-on-one experience. Customers appreciate the personalized approach provided by our staff and feel as if they have truly been served. Our staff is trained to help customers identify products that work for them and provide customers with proper educational resources to enhance their experience. Our staff takes a real interest in the lives of the customers we serve, and our objective is for everyone to be happier when they walk out than they were when they walked in.

We also curate complementary alternative wellness services for customers, provide educational and support opportunities, and contribute time and resources to charitable organizations and projects that benefit the community. By providing resources to projects that benefit the less fortunate and beautifying the areas where we are located, and by supporting the efforts of organizations with these shared objectives, we have been able to vastly improve the communities we serve. We involve our customers directly in our efforts to make the world a better place. Our wellness services give people the opportunity to receive services that they may not have otherwise experienced, and our ongoing support groups and educational opportunities help people grow and thrive. We believe the proven successes of our business model will be a great opportunity for Woodland and the thousands of qualified customers in the area.

Company Overview

Perfect Union has a customer service-focused approach while providing



customers with a variety of high-quality cannabis in a caring and knowledgeable environment. This model has proven successful and has helped thousands of Californians provide a resource for reliable cannabis products. By providing customers with a complete holistic wellness service, Perfect Union ensures they have a rewarding experience while being properly educated on responsible use, ingestion methods, and

the many types of products available to them. Our team is experienced and well-positioned to effectively manage a cannabis business while providing superior service and benefits to the community.

The Perfect Union team brings experience in the areas of patient therapy and customer relations, community-building campaigns, social welfare programs, outreach programs, and compliance standards. **One of our dispensaries is the largest tax-paying cannabis business in the City of Sacramento, serving more than 30,000 people annually.** Overall, our dispensaries are a model for compassion and professionalism in the communities where we operate. We have been voted Most Compassionate Dispensary by the Sacramento News and Review and pride ourselves on being a community-based and forward-thinking company. Perfect Union Principals have also been instrumental in the development of a California State-approved apprenticeship program in conjunction with our partners at the United Food and Commercial Workers Union (UFCW). This program will be the “gold standard” for training the cannabis workers of the future, and Perfect Union’s leaders are contributing greatly to the development of the curriculum and standards for the program.

D.4. OWNERSHIP TEAM INVOLVEMENT

Perfect Union’s Ownership Team is actively involved in the day-to-day operations of our dispensaries. Our CEO, Thomas Sheridan, can often be found in one of our ten retail stores to review what each store’s particular needs are when it comes to product purchasing for the respective communities they serve. Tom will work with the store managers and staff to better understand customer needs at that location. Our CEO also reviews product pricing, in a similar situation, different areas of the state face varying financial impacts which Tom is sensitive to. By doing this Tom has built a company that maintains customers who can safely, legally, and affordably access cannabis. Tom also reviews all quality assurance.

Shawn Samery, Perfect Union's Retail Operations Manager, oversees our network of stores and retail team. Shawn is responsible for ensuring that managers who supervise the employees always adhere to local and state regulations. Shawn spends 90% of his working hours in the field. He works closely with our employees, providing hands-on assistance, extra training or one-on-one guidance where needed. He is responsible for running weekly sales, inventory, and demographics reports on all locations. Shawn works with vendors on designating promos, vendor pop-ups, budtender education, and providing customer information material. Shawn guarantees the guest experience for all customers is a positive one, he will personally meet with any customer over an experience to ensure Perfect Union always meets customer expectations.

Angelica Sanchez works closely with our Inventory Management and Compliance teams. Inventory Management requires full knowledge of the California Department of Cannabis Control (DCC) requirements for Shipping Manifests, COAs, labeling requirements, and track and trace. Angelica's extensive knowledge and background in regulations have made her an excellent resource as she assists each store in maintaining full compliance with the regulations. Additionally, Angelica compiles Standard Operating Procedures for all compliance matters, assists in the instruction of SOPs at all stores, and instructs the Compliance Team on self-auditing procedures to ensure Perfect Union is always in full compliance with local and state regulations. All marketing materials must be reviewed by Angelica before they are released to provide no violation of regulations.

Mark Pemberton is the liaison between Perfect Union and the community of Woodland. He will be available to the community when they have questions or concerns about the business. Mark will be active in Community Events for Perfect Union as well, be sure to look out for Mark at the local rotary club, chamber meetings, or at the dispensary if you stop in! Mark will also be heavily involved in ensuring we are utilizing green materials during the construction phase. If we are

awarded a license, Mark will continue his advisement if Perfect Union makes any upgrades or repairs in the future.

Mike Baer focuses his direct involvement on all financial matters in each store. Cash handling is approved and directed by Mike, if there is any major discrepancy, Mike analyzes all documents to find the source and rectify the matter. Mike also maintains our cash handling SOPs and assists with instruction and any clarification management has on financial matters. All cash drops must be approved by Mike before they can be made. Sales are vital to any business, a business cannot stay open without being financially successful, Mike is responsible for analyzing the daily sales at each of our locations. He then will coordinate with Tom and Shawn to make determinations if product lines or prices need to be altered.

Thomas Sheridan, Shawn Samery, Angelica Sanchez, Mark Pemberton, and Mike Baer individually work a minimum of forty (40) hours a week. The Ownership Team combined will have a minimum of two hundred (200) hours of direct involvement in operations per week. Perfect Union proposes to have our facility open for a total of eighty-four (84) hours per week. If a member of the Ownership Team is needed during non-working hours, they are always accessible to the General Manager and any local and State officials.

Applicant Acknowledgment

Perfect Union acknowledges that we have read and understand all the State and local ordinances and municipal codes and laws concerning commercial cannabis activities in the City of Woodland including, but not limited to Building Code and the Americans with Disabilities Act, as certified by the building official of the City. These include the rules and permitting requirements of Woodland Municipal Codes, Ordinances, as well as the Department of Cannabis Control (DCC) Rules and Regulations. Perfect Union agrees to abide by all the rules, regulations, and requirements laid out in the City

Code for the application process to establish a retail storefront in the City of Woodland.

[REDACTED]

By: Thomas Sheridan
Title: CEO

[REDACTED]

By: Shawn Samery
Title: Retail Operations Manager

[REDACTED]

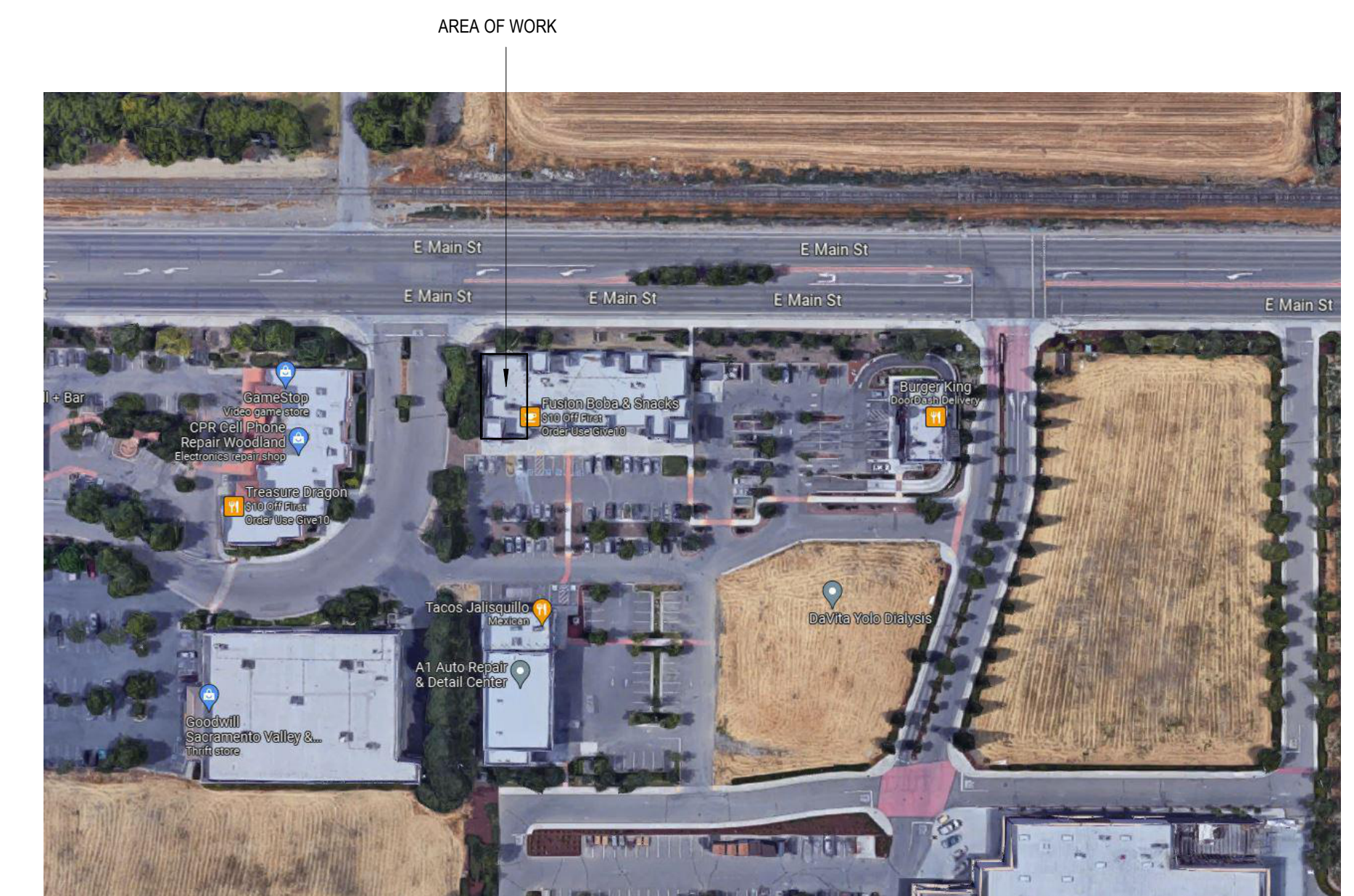
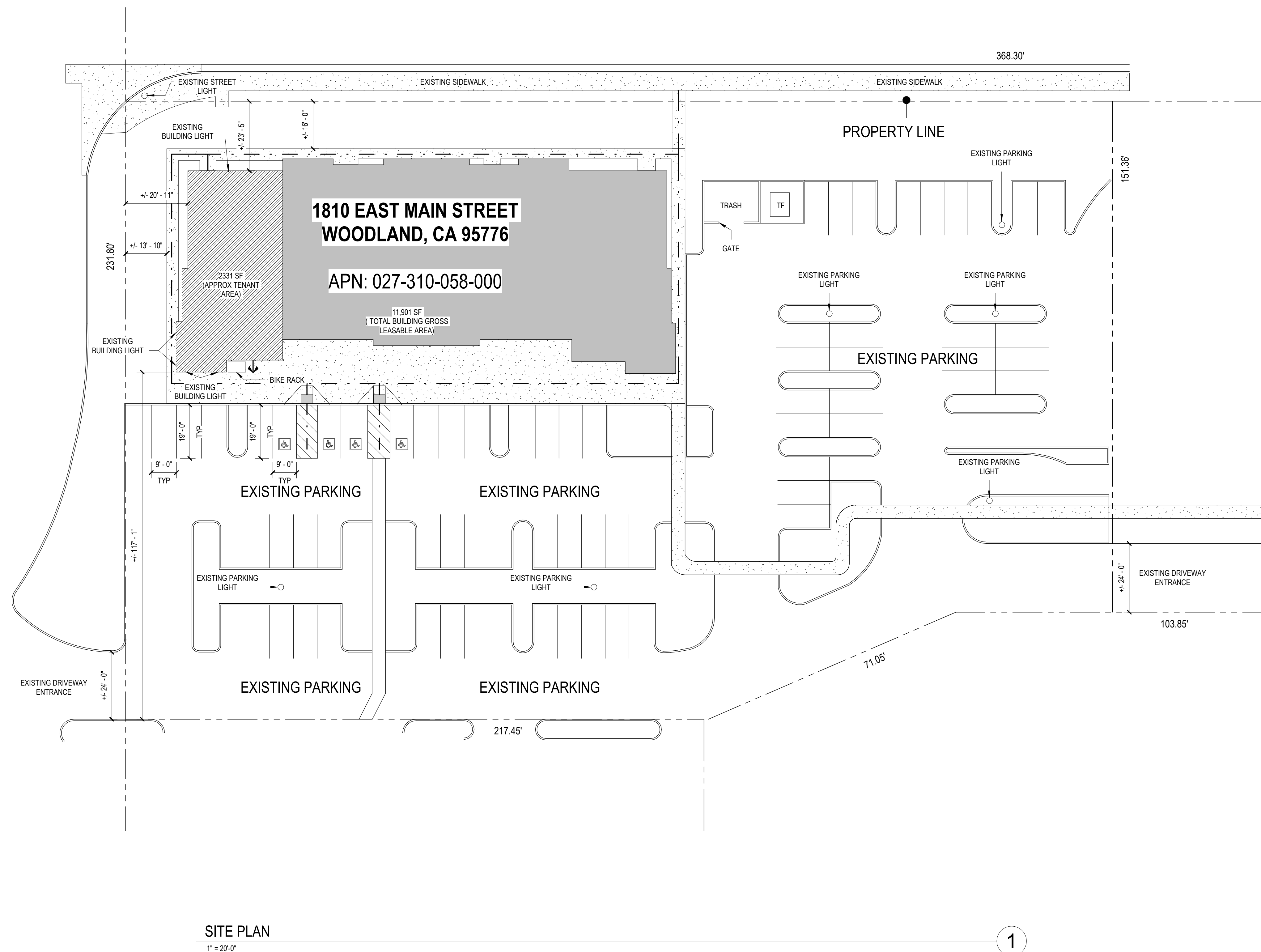
By: Angelica Sanchez
Title: Sr. Director of Government Affairs & Compliance

[REDACTED]

By: Mark Pemberton
Title: Community Relations Director

[REDACTED]

By: Michael Baer
Title: Controller



VICINITY MAP
SCALE: NOT TO SCALE

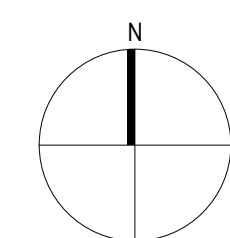
2)

SITE PLAN

A2.0

10/04/2023
2204041.10

WOODLAND
1810 EAST MAIN STREET WOODLAND, CA 95776



RWW

16. Neighborhood Compatibility and Community Relations Plan

This information has been included in the Preliminary Cannabis Business Permit Application. Please see Section E, page 94.

Neighborhood Compatibility and Community Relations Plan Summary

Director of Community Relations & Local Owner

Mark Pemberton, Perfect Union's Director of Community Relations, will be responsible for outreach and communication with the surrounding community. His email, phone number, and address will be provided to the City Manager or designee, the Woodland Police and Fire Department, and any surrounding businesses and neighbors within 1,000 feet of the facility. This inclusive approach underscores Perfect Union's commitment to engaging with the entire community.

Open House – National Night Out

Perfect Union has held two open house events to address the community and neighbors' concerns on National Night Out. Surrounding businesses, neighbors, Woodland PD, and Woodland FD, have attended both open houses. The community was welcoming to our business and we are honored at the opportunity to serve them.

Good Neighbor Commitment

Perfect Union is committed to being a good neighbor, to ensure we uphold our standards, we have a Good Neighbor Commitment Policy.

- Restricting membership to legally qualified customers
- Providing adequate security to protect customers and the neighborhood
- Maintaining a clean facility in good repair
- Educating members about rules and appropriate behavior in and around the facility
- Preventing nuisance activity like loitering or litter
- Excluding customers who break the rules or divert medication for non-medical use
- Keeping lines of communication open with neighbors, officials, and law enforcement
- Responding to community concerns

Good Neighbor Policy

Perfect Union has a stringent Good Neighbor Policy that all customers and staff are expected to adhere to. This includes being mindful of parking, reducing noise in the parking lot, and refraining from illegal parking. If a guest or employee feels unsafe, they can request a security escort. We expect everyone to be respectful and report any suspicious activity to security. Failure to comply with this policy may result in a guest being removed from the approved customer list. All employees must also abide by this policy; failure to abide may result in formal disciplinary action.

Mitigation Plan for Noise, Light, Odor, and Traffic

Noise

The interior design will be constructed to baffle the noise from the facility's exterior. To prevent noise from the facility from accidentally bleeding out into the exterior of the premises, Perfect Union will utilize security staff to monitor the exterior noise levels.

Light

The interior of the facility is lit with a warm, soft glow that makes products readily discernable. The exterior lighting is designed to keep guests and employees safe at all times while not imposing on our neighbors with light pollution. This is implemented using pedestrian-friendly techniques and Crime Prevention Through Environmental Design (CPTED) features to direct light away from neighbors but directly onto the premises, pedestrian walkways, and parking areas.

Odor

Further detailed in the Odor Control Plan, Perfect Union has proven its odor control techniques successful throughout its existing retail dispensaries. Perfect Union uses carbon filters and a high-velocity HVAC system to mitigate odor. To prevent odor complaints, security staff will walk the premises throughout the day to monitor for any odor from the facility. They will also ensure no customers are consuming products on-site, smoking cannabis or cigarettes, or loitering within 50 feet of the facility. If a guest or an individual is found to be violating this policy, security will ask them to leave the premises. Guests who consume on-site will be banned from revisiting the store.

Odor Detection Form

This form is available for the community to submit if they have any concerns regarding the odor they believe is coming from Perfect Union. Mark Pemberton, along with Angelica Sanchez, will oversee the ODF forms received by the community. Management will be required to walk the site premises to see if they smell the odor; further steps include changing the carbon filters, having a certified contractor inspect the HVAC system for any problems, making repairs if needed, and following up with the original complainant to inform them of the source of the odor and what steps were taken to resolve it.

Vehicle and Pedestrian Traffic

The proposed location has adequate ingress and egress access for vehicles and sufficient parking to meet the needs of our customers. Increased traffic from the suite's prior use as a convenience store is not expected. If that should change, security staff will be deployed to direct the flow of vehicles into and from the parking lot safely and efficiently. Foot traffic is also not expected to increase from the prior use. If foot traffic is heavy, security will create a queue for customers that does not block the pedestrian walkways and allows access for all individuals to use walkways and the parking lot.

Property Maintenance

Perfect Union will ensure the surrounding property is well-maintained, neat, clean, and free from litter or graffiti always. Our staff will conduct visual inspections of our property daily, and we will address any problems with cleanliness or property maintenance as quickly as possible. Property management maintains the parking lot, sidewalks, and vegetation.

Security Culture

Safety for customers and the community is a top priority at our cannabis businesses. Well-run cannabis businesses adopt a security culture to ensure safety. Security culture refers to a set of practices and strategies that work together to maintain community standards.

Security culture may involve the following elements:

- Employing professional, trained security personnel
- Staying alert to prevent any issues that may arise
- Mitigating traffic through the parking lot
- Education customers on Perfect Union's Good Neighbor Policy
- Implementing policies to prevent diversion
- Restricting access to the facility to authorized personnel
- Using security technology and equipment to monitor and secure the facility
- Maintaining communication with local law enforcement
- Conducting yearly safety and security training with the local police and fire department
- Educating staff and members of their rights and responsibilities under the law

Sensitive Uses

Perfect Union has ensured our proposed cannabis business is not located within any State or locally designated buffer zones. In compliance with WMC §17.110.040(C) and the Department of Cannabis Control, Perfect Union's facility will not be within 600 feet of any school providing instruction in kindergarten or grades 1 through 12, a commercial daycare center, youth center, or public park.

Smoking and Alcohol

In compliance with WMC §§5.28.320 – 5.28.330, 5.28.360(C), no person will smoke, ingest, or otherwise consume cannabis in any form within 50 feet of the premises of a cannabis business, and no person will possess, consume, or store any alcoholic beverage on the premises of a cannabis business. Security will enforce this policy by monitoring the facility's premises for anyone in violation. Employees will alert security if they are aware of this policy violation.

Cannabis Recommendations

There will not be a physician located on the premises at any time for the purpose of evaluating patients for the issuance of a cannabis recommendation or card where applicable.

Restrooms

Perfect Union will ensure all restroom facilities will remain locked and under the control of management.

Preventing Youth from Accessing Cannabis

Avoiding Marketing to Youth

In compliance with CCR §15040, any advertising or marketing, as defined in Business and Professions Code §26150, that is placed in broadcast, cable, radio, print, and digital communications will adhere to the following:

- Only to be displayed after we have reliable audience composition data demonstrating **at least 71.6% of the audience is reasonably expected to be 21** years of age or older.
- Will **NOT** use any depictions or images of minors or anyone under 21 years of age.
- Will **NOT** contain the use of toys, inflatables, movie characters, cartoon characters, or include any image designed to be appealing to anyone under 21 years of age.
- Will **NOT** advertise free cannabis goods or giveaways of any type of products, including non-cannabis products. This includes promotions such as:
 - E.g., Buy one product, get one product free, free product with a donation, and contests/raffles.
- The Perfect Union website **requires age verification before entering**. This is to ensure that no persons under twenty-one (21) are viewing our website, in compliance with State and local regulations.

Verification of Age

All IDs are checked at the entrance of the facility before a customer is granted access to the retail floor. No persons under the age of 21 are allowed entry unless they have a verified Medical Marijuana Identification Card or a Verified Doctor's Recommendation.

- Employees and Security are trained on ID Verification and retain a copy of the *I.D. Checking Guide, 2023*, at the front desk to verify any suspicious IDs.
- IDs are scanned using a 2D scanner into the PoS system (Treez) during check-in, where a photo of the ID is saved along with identifying information of the guest. This acts as a backup to ID verification as a preventative method of misuse of a stolen ID.
- Medicinal patient recommendations are verified using the following methods:
 - Doctor's Recommendations will be verified by calling the doctor who wrote the recommendation to confirm its authenticity.
 - MMIC will be verified by using the CDPH online verification system.
 - http://mmic.cdph.ca.gov/MMIC_Search.aspx

Signage

The facility will be posted with signage indicating that no persons under the age of 21 are allowed on the premises. With the exception of medicinal patients at least 18 years of age who hold a valid MMIC or doctor's recommendation.



Child Resistant Packaging

All product at Perfect Union stores will comply with DCC Regulations surrounding Child Resistant and Tamper Proof Packaging, CCR §17412, and WMC §5.28.360(H). If the packaging does not meet legal requirements, the inventory intake manager will reject the shipment before receiving it in METRC, and the vendor will deliver it back to the originating license. Employees are trained to detect packaging types and utilize the Department of Cannabis Control’s Packaging Checklist when reviewing product quality.

Child Resistant Packaging Types:

- Single Use (Initial CRP) Initially child-resistant, but once opened, it is no longer child resistant. Package must say “This package is not child-resistant after opening.”
 - Cannabis Flower
 - Pre-rolls
 - Topicals
 - Dab, Shatter, Wax
 - Vape Cartridges
- Multiple Use (“Lifetime CRP”) The package maintains its child-resistance throughout the life of the package. It can be opened and closed, but remains child-resistant.
 - Edibles
 - Orally Consumed concentrates (tinctures, capsules)
 - Suppositories

1,000-foot Radius Map

Perfect Union – Woodland is located in the Plaza Woodland Shopping Center, directly off E Main Street. Our surrounding neighbors include Fusion Boba & Snacks, InStyle Nails, AT&T, West Coast Barbers, A1 Auto Repair & Detail Center, Burger King, DaVita Yolo Dialysis, Home Depot, Game Stop, Goodwill, CPR Cell Phone Repair, Treasure Dragon, Tacos Jalisquillo, and Applebee’s. It is surrounded by the Southeast Area Specific Plan, Community Commercial, Industrial, Open Space, and Interstate uses. While the area is heavily focused on business, agriculture use, and industrial use, the Southeast Area Specific Plan does allow for Residential Use. The nearest residential home is over 1,000 feet away, measuring from property line to property line. The residential area is also separated by Interstate 5, putting a distinct barrier between Perfect Union and any family homes.





CITY OF MARYSVILLE

POLICE DEPARTMENT

316 6th Street • Marysville, CA 95901
Phone: (530) 749-3900 • Fax: (530) 749-3990

Christian S. Sachs
Chief of Police

March 1, 2023

City of Woodland
300 First Street
Woodland Ca. 95695

To Whom It May Concern,

Perfect Union has operated in the City of Marysville since November of 2018 and has gone above and beyond to work collaboratively with law enforcement to protect their employees, customers, and the public safety in the area they serve.

When the City of Marysville first started down the path of considering cannabis business licensing, there were significant concerns about cannabis from both city leadership and the community. To mitigate these concerns, Perfect Union offered to keep two security staff on the premises 24 hours a day. The Police Department has 24/7 access to IP cameras that cover the interior and exterior of the facility. The Police Department always has inspection access. We have had no security issues since its opening and find Perfect Union to be an excellent operator.

Perfect Union recently completed a remodel within their store and immediately contacted me and invited myself and my staff to review the remodel, step-by-side process, and address any safety and security concerns. They are proactive in ensuring they are providing the safest environment possible.

I hope you will consider Perfect Union's long-standing commitment to working with law enforcement to ensure community safety during your application process.

If you have any questions or concerns, please feel free to contact me at (530) 749-3957 or csachs@marysvillepd.org



Christian S. Sachs
Chief of Police
Marysville Police Department

11. Odor Control Plan

Where Does Cannabis Odor Come From?

Essential oils are widely used worldwide today for their healing properties, as well as for perfumes, air fresheners, and more. Inside the essential oil are terpenes, which lock in the pungent scent and hold the key to these strong oils. When peeling an orange, that strong citrus smell is released instantaneously due to the terpenes being discharged. The peel had been shielding the terpenes inside the orange, locking in the stout citrus scent. Cannabis goes through a similar terpene process.

Terpenes are located inside the trichome of the flower. The trichome is the outer “hair” of the flower. This part of the plant is highly delicate; while the trichome acts like the peel of an orange, it is not as resilient as an orange peel. Several steps have been taken to keep the plant from releasing the terpenes. Cannabis and cannabis products are transported, stored, and sold in sealed jars and sealed packaging. Each product is individually packaged and sealed to prevent air from entering or exiting. This ensures the product's quality and safety and reduces odor release in compliance with CCR §15406. Trichomes remain intact in stable environments. By maintaining the facility's temperatures and monitoring the humidity, we can ensure the trichomes protect the terpenes and hold in the cannabis odor.

Transparency is critical to the success of our organization. Our Odor Control Plan and all associated records will be made available to the public for review, and documents can be requested at our facility. All requests for documentation will occur via written request only (email is acceptable). The Odor Control Plan covers the retail storefront facility. All cannabis and cannabis products will be secured within the storage area in a secure fashion. All cannabis areas will have an exhaust air system for odor control. The importance of cannabis odor mitigation is very well understood, and we will make decisions that best prevent the issue of odor in the surrounding areas. If odors are detected outside the facility, this plan will serve as a guideline for corrective action.

Potential Sources of Odor

While all products that are received by Perfect Union come in sealed, tamper-proof packaging and jars, there is the potential that a package and/or jar could have been damaged in transport, leading to an odor being released into the facility. In the event of damaged packing. When shipments are received at Perfect Union, the Inventory Manager must inspect each product to ensure there are no discrepancies in labeling or packing and that each item matches the manifest. The Inventory Specialist would quickly identify the damaged product and reject the shipment from the distributor. Our HVAC and Carbon Air Filtration System will sufficiently handle any odor experienced in such an event.

Perfect Union customers are not allowed to open any packaging or jars for inspection. Additionally, the retail display cases on the floor do not have “smellable” jars, eliminating another potential odor source. Additionally, Perfect Union’s designated waste containers are sealed at all times, ensuring no odor escapes from products waiting to be picked up from our third-party waste hauler, Easy Waste Management.

Odor Prevention Devices

Perfect Union takes a preventative approach to odor control in our facilities. Perfect Union’s HVAC and air filtration systems are critical factors in mitigating odor from escaping the building and property boundary line. Our building has been designed to keep all air inside the structure, ensuring it has gone through filtration

before exiting the building. Additionally, Perfect Union has enacted company policies to preserve the air quality surrounding our facility with respect to the community and neighborhood.

HVAC System

Perfect Union's HVAC System is designed to always maintain temperature control and the interior environment of the facility while preventing odors from escaping the building and exceeding the property lines.

The HVAC System will continuously be running during operating hours. During non-working hours the HVAC System will be on a maintenance schedule to maintain the appropriate environmental temperatures for odor control and cannabis quality. **By maintaining appropriate environmental temperatures, the HVAC system can control the humidity throughout the building. Humidity (RH) levels will be kept at such a desired level that terpenes (the odor-releasing agent of cannabis) will not be activated, reducing odor pollution and preserving the quality of the cannabis products.**

The purpose of the Odor Control Plan is to eliminate the odor of cannabis caused by normal business practices inside the facility, around the exterior of the facility, and in surrounding areas. Perfect Union will work with the City of Woodland to determine if this is the best method of Air Filtration.

All cannabis and cannabis products that are not on the retail sales floor for immediate sale will be held inside the secured storage area at all times with the door shut, allowing no odor to escape. **All areas containing cannabis will be provided with an exhaust air system for odor control.** The exhaust system will be provided with a carbon filter that will mitigate any odors that may emanate from the cannabis products. Any areas positively pressurized will be treated with activated carbon filtration and high-velocity discharge to dissipate any potential odors immediately. **The exhaust discharge from the HVAC system hall is designed with a high-velocity outlet to eject the exhaust up and away from any neighbors or vehicular traffic.** The combination of carbon exhaust air filtration and building pressure control represents the current best available technology. **This building will also be provided with carbon filters for particulate filtration of supply air into the building.**

On-Site Consumption

On-site usage of cannabis products is strictly prohibited, WMC §§5.28.320, 5.28.360(C). It will assist in mitigating odors to the surrounding neighbors. Perfect Union is a smoke, vapor, and aerosol-free place of employment. Smoking, vaping, and aerosolizing is prohibited inside all Perfect Union offices and facilities, including all Perfect Union work areas and break areas. Smoking is permitted only in areas outside of the workplace that are designated as smoking areas, smoking must be at least 50 feet from a doorway/entryway, WMC §§5.28.320, 5.28.360(C). The prohibition against smoking in the workplace includes e-cigarettes.

Odor Monitoring

The manager will assess the on-site and off-site odors daily for the potential release of objectionable odors. The manager/supervisor on duty will be responsible for assessing and documenting odor impacts daily.

Odor Complaints, Reporting, and Documentation Process

Complaints of odor detection from beyond property boundaries can be made in writing with Perfect Union. Residents of Woodland may submit complaints through our website at perfect-union.com via email, written letter, or a formal complaint can be made in person on-site by filling out an Odor Detection Form (ODF).

- Location of Odor Source
- Date, time, & current weather conditions at the time of the report
- Contact information for:
 - Reporting party
 - Management on duty
 - Employees involved in the response
- A detailed account of:
 - The findings upon investigation
 - Actions taken to remedy the complaint
 - Were professional services required?
 - Is further action needed?
- A response to the complaint, if applicable
- Perfect Union Managers will follow up with complainants when appropriate

PERFECT UNION



Odor Detection Form

Date: _____ Time: _____

Name of Reporting Party: _____

Phone Number: _____ Email: _____

Location of Odor: _____

Weather Conditions: _____

Time & Date First Reported (if different than ODF): _____

Notification Method: ☐ ODF on-site ☐ E-Mail ☐ In Writing

.....
Administrative Use Only

Date Response Taken: _____ Time Response Taken: _____

Mitigation Response Taken: _____

Source of objectionable odor: _____

Were Mitigation Measures Successful? _____

Follow Up Action Required (if Applicable): _____

Manager on Duty: _____

Employees who Responded: _____

Manager Signature: _____ Date: _____

In the event reported off-site cannabis odors are detected by the public and we are notified in writing, the complaint will be logged and investigated in the following manner:

Security will ensure there are no persons in the parking lot or exterior of the property who are consuming cannabis in public. The Security Team will also ensure that the source of odor did not travel from off-site by surveying the perimeter and observing existing wind patterns. If customer on-site cannabis consumption is found to be the cause of the odor source, our trained Security Team will remind the customer of Perfect Union's Policy against on-site consumption and Woodland Regulations and ask the customer to leave the facility. The customer will be reminded that on-site consumption at Perfect Union will result in the termination of their customer purchasing privileges at Perfect Union dispensaries.

If the cannabis odor comes from Perfect Union due to a malfunction in equipment, the Facility Manager will immediately notify the store's General Manager. The managers will take direct steps to reduce the source of the objectionable odor. If applicable, a Certified Engineer will be retained to review the cause of the odor and make the necessary recommendations and corrective actions. **All communication will be documented and retained for seven (7) years in compliance with CCR §15037(a).**

- Inspect and repair any malfunctioning HVAC Systems
- Inspect and repair any malfunction with the Carbon Air Filtration System
- Replace the Carbon Air Filters, if necessary

If repeated odor complaints are verified and it is found that the systems are not malfunctioning by a Certified Engineer, the following steps will be taken.

- A Certified Engineer will inspect the building for potential areas where odor may be escaping from
- The engineer will evaluate every aspect of our facility and make recommendations
- Facility upgrades will be made based on those recommendations as quickly as possible

Document the event for further operational review. We will maintain records of all odor detection notifications and/or complaints that include the remediation measures employed. The records will be made available to the city and general public upon written request.

Staff Training & System Maintenance

Staff Training

Upon hire, all employees will be trained on how to detect, prevent, and remediate odors outside our facility and all corrective options outlined herein.

Training for Odor Control will include:

- Changing charcoal-activated carbon scrubbers every 6 months or more frequently if needed.
- Keeping doors to storage areas closed at all times
- Ensuring all cannabis waste is kept in enclosed bins inside the appropriate storage rooms
- Keeping the facility at a proper temperature to promote the preservation of all cannabis and cannabis products
- If odor is detected, notify the General Manager immediately so they can contact a certified engineer if necessary.

System Maintenance

The HVAC System will have regular maintenance inspections occurring as often as recommended by the System's manufacturer but no less than annually in compliance with CCR §15142(b). During inspections, all maintenance and/or repairs will be made. If there is a repair that cannot be completed at the time of the inspection, an appointment will be made to immediately have the Certified HVAC Specialist return to complete the repair.

The carbon filters will be replaced every six (6) months, as the manufacturer requires. If the manufacturer recommends further maintenance or an increase in filter replacement, Perfect Union will follow their recommendations.

**PLANNING COMMISSION
RESOLUTION NO. PC 24-04**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND
RECOMMENDING CITY COUNCIL APPROVE A CONDITIONAL USE PERMIT AND
OPERATING AGREEMENT FOR A STOREFRONT RETAIL CANNABIS
DISPENSARY AT 1810 E MAIN STREET, STE. 101 WITHIN THE CITY REGIONAL
COMMERCIAL WITH LIGHT INDUSTRIAL FLEX OVERLAY CONDITIONED UPON
APPROVAL OF THE APPROPRIATE CANNABIS BUSINESS PERMIT AND THE
RECOMMENDED CONDITIONS OF APPROVAL**

WHEREAS, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

WHEREAS, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

WHEREAS, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

WHEREAS, the City received a total of 12 proposals in response to the request for applications; and

WHEREAS, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

WHEREAS, after an initial review of the proposals, the Proposal Review Committee met July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

WHEREAS, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

WHEREAS, the Proposal Review Committee ranked Perfect Union – Woodland LLC as 4

out of 12, with a score of 93.56%; and

WHEREAS, the City of Woodland Planning Commission hereby finds that the proposed cannabis retailer use to be located at 1810 E. Main Street, Ste. 101 ("Site"), as set forth in Planning Application No. PLNG 24-00030 submitted by business applicant Perfect Union – Woodland LLC ("Applicant"), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the Planning Commission of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the Planning Commission public hearing date; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on September 19, 2024, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, hereby recommends to the Woodland City Council: (1) Approval of a Conditional Use Permit for a cannabis retail use located at 1810 E. Main Street, Ste. 101, as set forth in Planning Application No. PLNG 24-00030, prepared by Perfect Union – Woodland, LLC; and (4) Approval of an Operating Agreement between the City of Woodland and Perfect Union – Woodland, LLC, as follows and based on the following findings:

SECTION 1. Recitals. The City of Woodland Planning Commission hereby adopts the above recitals as true and correct findings of the City of Woodland Planning Commission and incorporates them into this Resolution by this reference.

SECTION 2. Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 1810 E. Main Street, Ste. 101, as set forth in Planning Application No. PLNG 24-00030, the City of Woodland Planning Commission hereby makes the following additional findings, pursuant to the requirements of Woodland Municipal Code ("WMC") Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities, and involves the conversion of a small structure not exceeding 2,500 square feet where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland Planning Commission has considered all relevant evidence regarding the Site and the Applicant's proposed use, and finds that Applicant's proposed cannabis retailer use at the Site satisfies those considerations, as follows:
 - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland Planning Commission has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland Planning Commission finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant's use at the proposed location.
 - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland Planning Commission has considered all evidence and testimony relevant to the Applicant's proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Regional Commercial with Light Industrial Flex Overlay and not adjacent to sensitive uses; and therefore will not result in negative impacts on existing uses in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant's failure to abide by those conditions of approval may result in permit revocation.
 - c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland Planning Commission finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently

available to the surrounding area and will bring retail activity to the proposed location.

- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland Planning Commission finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland Planning Commission has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland Planning Commission has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community. No opposition to the proposed use or location was expressed by the community or the surrounding neighborhood.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland Planning Commission further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland Planning Commission further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland Planning Commission has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland Planning Commission has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland Planning Commission is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.
- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland Planning Commission finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland Planning Commission therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community. These findings are further established and incorporated into

the project approval, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. Approval. In accordance with the City of Woodland Planning Commission findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland Planning Commission hereby recommends that the City Council approve Planning Application Number PLNG 24-00030 for the issuance of a Retail Cannabis Conditional Use Permit to Perfect Union – Woodland, LLC for the proposed cannabis retailer use at 1810 E. Main Street, Ste. 101. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all of the findings and conditions of approval specified in Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

PASSED AND ADOPTED, by the Planning Commission of the City of Woodland at a regular meeting of the Planning Commission held on the 19th day of September 2024, by the following vote:

AYES: Lizarraga, Roberts, Ortiz, Smith, Harris

NOES:

ABSTAIN:

ABSENT: Lopez; Holt



Marco C. Lizarraga, Chairperson

ATTEST:



Erika Bumgardner, Deputy Community Development Director

Exhibit A – Conditions of Approval

PUBLIC COMMENT AND LETTERS OF SUPPORT / OPPOSITION

Public Hearing Item H.1 – Perfect Union



City of Woodland

July 16, 2021

Members of the Woodland City Council,

It has come to my attention that Perfect Union is an applicant for a cannabis dispensary license in the City of Woodland and I would personally like to recommend that they be approved.

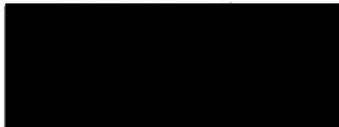
Perfect Union is the kind of responsible community engaged company that should be operating as a business within Woodland.

It is my understanding they have demonstrated their goodwill by making significant contributions to several area nonprofits within Woodland and Yolo County.

It is without hesitation that I recommend to you that Perfect Union be granted a license within the City of Woodland.

I am happy to speak to you anytime about this outstanding business operator for the City of Woodland.

Sincerely,



Ron Caceres
Ron Caceres Real Estate

June 21st 2021

Woodland City Council
300 1st Street
Woodland, CA 95695

Dear City Council Members:

On behalf of Yolo Conflict Resolution Center and the communities we serve, we wish to express our support for Perfect Union's City of Woodland application to operate a cannabis business. We believe Perfect Union's demonstrated reputation for their commitment to community, safety, and labor will be an asset to our city.

Perfect Union is one of the few union cannabis companies in the state that are committed to bringing high-wage jobs with benefits to community residents. Perfect Union has a demonstrated history of supporting local organizations and causes in the communities they reside in, including providing wellness and relief for military veterans, survivors of domestic and sexual assault, people in transitional housing, autism outreach and research, and public safety.

As you may know, the Yolo Conflict Resolution Center is a non-profit organization that offers free services to anyone in need of assistance with a conflict, disagreement or other situations where harm has been created. Additionally, YCRC offers training for any individuals, families, organizations or groups that would like to improve their skills in managing conflict, improving communication or anger management. YCRC also offers Restorative Justice services which allows for greater accountability for those who have caused harm and addresses harms and identifies needs of those who have been affected by crime and/or wrongdoing.

We are compelled to support strong businesses that prioritize community and wages with dignity, and we do not hesitate to submit this letter of support for Perfect Union. We urge you to approve Perfect Union's application to operate business in the City of Woodland. If there are any questions about our support, or the work of our organization, please don't hesitate to contact me.

Sincerely,

Kara Hunter, Executive Director
Yolo Conflict Resolution Center





Yolo County Fair Heritage Foundation
PO Box 513, Woodland CA 95776
530-304-0503

June 21, 2021

Woodland City Council
300 1st Street
Woodland, CA 95695

Dear City Council Members:

On behalf of Yolo County Fair Heritage Foundation, we wish to express our support for Perfect Union's City of Woodland application to operate a cannabis business. We believe Perfect Union's demonstrated reputation for their commitment to community, safety, and labor will be an asset to our city.

Perfect Union is one of the few union cannabis companies in the state that are committed to bringing high-wage jobs with benefits to community residents. Perfect Union has a demonstrated history of supporting local organizations and causes in the communities they reside in, including providing wellness and relief for military veterans, survivors of domestic and sexual assault, people in transition housing, autism outreach and research, and public safety. They see the importance of community based organizations that can bring the diverse population of our County and City together to meet, to learn and to create activities that all can participate in.

We are compelled to support strong businesses that prioritize community and wages with dignity, and we do not hesitate to submit this letter of support for Perfect Union. We urge you to approve Perfect Union's application to operate business in the City of Woodland. They will be an asset to our community not only through the organizations they support, which ultimately support the community, but they will bring much needed revenue to our City that is currently going to neighboring communities.

[Redacted Signature]

Marci Pieratt-President
Yolo County Fair Heritage Foundation

SEVERE WEATHER

Harris takes in Helene's devastation

By Chris Megerian,
Colleen Long and Will
Weissert
The Associated Press

AUGUSTA, Ga. » Vice President Kamala Harris handed out meals, embraced a shaken family and surveyed Hurricane Helene's "extraordinary" path of destruction through Georgia on Wednesday as she left the campaign trail to pledge federal help and personally take in scenes of toppled trees, damaged homes and lives upended.

She visited Augusta, where power lines stretched along the sidewalk and utility poles lay cracked and broken. The vice president spoke from a lectern erected in front of a house with a fallen tree teetering on its roof, acknowledging those who had died in the disaster while also trying to project a tone of unity and hope for communities now facing long and expensive rebuilds.

Harris and President Joe Biden, who visited the Carolinas on Wednesday, were seeking to demonstrate commitment and competence in helping devastated communities after Republican former President Donald Trump's false claims about their administration's response.

Harris said she wanted to, "personally take a look at the devastation, which is extraordinary." She expressed admiration for how "people are coming together. People are helping perfect strangers."

The Democratic presidential nominee said that shows "the vast majority of us have so much more in common than what separates us," an echo of a line she frequently uses on the campaign trail.



Vice President Kamala Harris greets people before a briefing at the Augusta Emergency Operations Center in Augusta, Ga., Wednesday.

Before delivering her remarks, Harris could be seen embracing and huddling with a family of five grappling with the storm's aftermath.

"We are here for the long haul," she said.

Harris also toured a Red Cross relief center and received a briefing from local officials, praising those working to "meet the needs of people who must be seen and must be heard."

"I am now listening," she said.

Brittany Smith, an Augusta resident, walked away from the distribution center with Styrofoam boxes of food and some fruit cups, beaming that she got a photo with the vice president. She said there's a hole in her roof and she had to send her kids elsewhere to live because it wasn't safe.

Harris' visit, she said, "made it better" despite the hardship.

Smith said she was encouraged that Harris traveled to the town instead of just appearing on television. "She's a person. She's not just a voice."

About 200 miles north in the Carolinas, Biden was also surveying the storm's aftermath. With many of the areas roads inaccessible, he flew by helicopter over toppled trees, twisted metal and towering piles of debris in the normally tourist-friendly downtown of Asheville.

From the air, Biden saw flooded roads, piles of shredded lumber and displaced sandbags, emergency trucks and downed powerlines. In one area, homes were partly under water, and it was hard to distinguish between lake and land.

Visits to disaster zones are a familiar responsibility for Biden, who has frequently been called on to survey damage and comfort victims after torn-

ades, wildfires and tropical storms. But this was Harris' first visit to a disaster area as vice president.

Because of the destruction where Biden was on Wednesday, he was unable to walk around and personally comfort people as Harris did in Georgia.

Biden wore a vest and boots, and, before his air tour, he hugged and grabbed the hand of Asheville Mayor Esther Manheimer, who was at the airport in Greenville, South Carolina, to meet him. The mayor, with visible emotion, said that they could not close down the area's one operable road for Biden's motorcade.

Biden will be back in the region on Thursday to visit Florida and Georgia, and Harris plans her own North Carolina trip in coming days — as Helene's aftermath continues to pose a political and humanitarian test for the ad-

ministration.

Before leaving Washington, Biden made a point of mentioning how an ongoing dockworkers strike could make getting supplies to hard-hit areas more difficult.

"Natural disasters are incredibly consequential. The last thing we need on top of that is a man-made disaster that's going on at the ports," he said. "We're getting pushback already, we're hearing from the folks regionally that they're having trouble getting product that they need because of the port strike."

Harris is being especially watched as her bid for the White House enters its closing stretch, and Helene's path included the battleground states of Georgia and North Carolina.

The vice president last visited scenes of natural disasters as a California senator, including when she went to Puerto Rico after Hurricane Maria in 2017 and when she walked through charred wreckage in Paradise, California, after the Camp Fire in 2018.

Julie Chavez Rodriguez, Harris' campaign manager and former state director in her Senate office, said the vice president uses her experience consoling victims as a courtroom prosecutor to connect with people after tragedies.

She said the trip to Georgia was a chance for Harris "to continue to show her leadership and her ability to get things done, versus Donald Trump and JD Vance who want to dismantle the basic services and the role that the government should play."

Trump, the Republican nominee, traveled to Valdosta, Georgia, on Monday with a Christian charity

organization that brought trucks of fuel, food, water and other supplies. The former president accused Biden of "sleeping" and not responding to calls from Georgia Republican Gov. Brian Kemp. However, Kemp had spoken with Biden the previous day, and the governor said the state was getting everything it needed.

Biden was infuriated by Trump's claim, saying Trump was "lying, and the governor told him he was lying."

The storm's death toll climbed to at least 178 people, and power, running water and cellular service remained unavailable in some places. Later Wednesday, Biden flew to Raleigh, North Carolina, for a briefing with officials and called Helene a "storm of historic proportions."

"The nation has your back," Biden said.

The tone of both Harris and Biden was far different than Trump, who claimed without evidence that Democratic leaders were withholding help from Republican areas. He recently threatened that he would withhold wildfire assistance from California because of disagreements with Democratic Gov. Gavin Newsom.

When Trump was president, Puerto Rico was devastated by Hurricane Maria, which killed 3,000 people. His administration waited until the fall of 2020, just weeks before the presidential election, to release \$13 billion in assistance for Puerto Rico's recovery. A federal government watchdog also found that Trump administration officials hampered an investigation into delays in the aid delivery.

SEVERE WEATHER

Hurricanes like Helene are deadly when they strike

By Seth Borenstein
The Associated Press

Hurricanes in the United States end up hundreds of times deadlier than the government calculates, contributing to more American deaths than car accidents or all the nation's wars, a new study said.

The average storm hitting the U.S. contributes to the early deaths of 7,000 to 11,000 people over a 15-year period, which dwarfs the average of 24 immediate and direct deaths that the government counts in a hurricane's aftermath, the study in Wednesday's journal *Nature* concluded. Study authors said even with Hurricane Helene's growing triple digit direct death count, many more people will die partly because of that storm in future years.

"Watching what's happened here makes you think that this is going to be a decade of hardship on tap, not just what's happening over the next couple of weeks," said Stanford University climate economist Solomon Hsiang, a study co-author and a former White House science and technology official.

"After each storm there is sort of this surge of additional mortality in a state that's been impacted that has not been previously documented or associated with hurricanes in any way," Hsiang said.

Hsiang and University of California Berkeley researcher Rachel Young looked at hurricane deaths in a different way than previous studies, opting for a more long-term public health and economics-oriented analysis of what's called excess mortality. They looked at states' death rates after 501 different storms hitting the United States between 1930 and 2015. And what they found is that after each storm, there's a "bump" in death rates.

It's a statistical signature that they see over and over, Hsiang said. Similar analyses are done for heat waves and other



Debris in the aftermath of Hurricane Helene in Asheville, N.C., is seen on Monday.

health threats like pollution and disease, he said. They compare to pre-storm times and adjust for other factors that could be causing changes in death rates, he said. Complicating everything is that the same places get getting hit by multiple storms so there are death bumps upon death bumps.

Just how storms contribute to people's deaths after the immediate impact is something that needs further study, Hsiang said. But he theorized it includes the health effects of stress, changes in the environment including toxins, people not being able to afford health care and other necessities because of storm costs, infrastructure damage and government changes in spending.

"When someone dies a few years after a hurricane hit them, the cause will be recorded as a heart attack, stroke or respiratory failure," said Texas A&M University climate scientist Andrew Dessler, who wasn't part of the study but has done similar studies on heat and cold deaths. "The doctor can't possibly know that a hurricane contributed/triggered the illness. You can only see it in a statistical analysis like this."

Initially Hsiang and Young figured the storm death bump would go away in a matter of months, but they were surprised when they examined hundreds of bumps and found they stretch out, slowly, over 15 years, Hsiang said.

It's "almost like a trickle

of mortality, like each month we're talking about five to 10 individuals who are dying earlier than they would have otherwise," Hsiang said.

These people don't realize that 10 or 15 years later their health issues are associated with a storm in some way, but Hsiang said it shows up in the data. "They would not have died at those times had the storm not arrived. And so essentially, these storms are accelerating people's deaths."

The numbers proved so high that the researchers kept looking for mistakes or complicating factors they had missed. "It took years for us to really fully accept that this was happening," Hsiang said.

How big are the numbers? Storms are a factor in between 55,000 to 88,000 excess deaths a year, the study concluded. So for the 85 years studied, the team calculated between 3.6 and 5.2 million people died with storms being a factor. That's more than the 2 million car accident deaths over that period, the study said.

Before now the public looked at storms "as an inconvenience that is tragic for a small number of community members," Hsiang said. But they really are "a major threat to public health," he said.

Hsiang said he and Young saw a trend of increasing hurricane-connected deaths, predominantly because of population growth. Starting in

2000, there's been a big jump in the total volume of storms hitting large population, he said.

Three outside scientists said the study made sense. "It seems like what they're doing is reasonable," said University of Albany hurricane expert Kristen Corbosiero, who wasn't part of

the research. "The numbers are really staggering."

Texas A&M's Dessler said this is an important study because it brings home the deadly nature of climate change and extreme weather. He said he and his fellow climate scientists have been accurate in their warnings of

the physics of what climate change would mean, but failed to emphasize enough how it would hurt people.

"Reading this, it's clear that humanity is very vulnerable to weather shocks, even in an incredibly rich country like ours," Dessler said in an email.

CITY OF WOODLAND
NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN HEREWITH that the City of Woodland City Council, at its regularly scheduled meeting to be held on Tuesday, October 15, 2024, at 6:00 PM in the City Council Chambers, 300 First Street, City Hall, Woodland, CA, will hold the following public hearings:

Perfect Union Woodland, LLC (PLNG 24-00030) – A request for review of a storefront retail cannabis dispensary proposed in a 2,231-square-foot tenant space within an existing commercial shopping center located at 1810 E. Main Street, Ste. 101 in the city's Regional Commercial with Light Industrial Flex Overlay zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary (PLNG 24-00029) – A request for review of a storefront retail cannabis dispensary proposed within an existing 3,512 square-foot building located at 163 Court Street in the city's Community Commercial zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Sundial Collective Woodland, LLC (PLNG 24-00035) – A request for review of a storefront retail cannabis dispensary proposed within an existing 1,200 square-foot building located at 3 Court Street in the city's Community Commercial zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Infiniti Assets Woodland Inc., dba Yolo Cannabis Club (PLNG 24-00039) – A request for review of a storefront retail cannabis dispensary with delivery proposed within a 1,144 square-foot tenant space within an existing commercial shopping center located at 367 West Main Street, Ste. 353-D in the city's Corridor Mixed Use – West Main zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Following the public hearings, the City Council will be asked to adopt resolutions approving conditional use permits and operating agreements for the above listed storefront retail cannabis dispensaries, subject to recommended conditions of approval and the approval of associated Cannabis Business Permits. These actions are consistent with Sections 5.28 and 17.84.120 of the Woodland Municipal Code.

Staff Contact: Anna Canales, Assistant Planner, anna.canales@cityofwoodland.org, (530) 661-5819

Environmental Determination: Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15302 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts.

Availability of Documents:

Copies of materials, including the agenda, will be available on October 11, 2024, at the Community Development Department, City Hall, 300 First Street, Woodland, CA 95695, and on the City's web page: <http://cityofwoodland.org/854/Meetings-Agendas>

Public Comments: All interested persons are invited to express opposition or support of the project are available from the Community Development Department. All comments received will be given to the City Council for their consideration. Please note the city does not transcribe its hearings, however, summary minutes are prepared and are publicly available once approved by the hearing body. Please contact the Community Development Department at (530) 661-5820, if you have questions about these items or the public hearing.

Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter.

In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM via Written Public Comments.

Pursuant to section 65009 (b) (2), the State Government Code "If you challenge any of the above projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice or in written correspondence delivered to the City Council at, or prior to, this public hearing."

Dated: September 26, 2024

Sarah Lansburg, CMC, City Clerk



TO: THE MEMBERS OF THE PLANNING COMMISSION
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: I.10
SUBJECT: Woodland Cannabis Dispensary Retail Cannabis Conditional Use Permit

Recommendation for Action: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 163 Court Street in the City's Community Commercial Mixed Use zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Staff Contact:

Anna Canales, Assistant Planner; anna.canaless@cityofwoodland.gov

Fiscal Impact:

Application Processing Costs. The project applicant covers all costs associated with processing the subject Conditional Use Permit application and related Operating Agreement through an Advanced Funding Agreement. Similarly, the selection process for all applicants was covered through individual funding agreements.

The City collects two types of revenue associated with cannabis businesses outside the specific Conditional Use Permit application processing costs noted above. Those include Permit fees and Cannabis Tax.

Permit Revenue. When a new business applies for a Cannabis Business Permit, contingent in this case on approval of a Conditional Use Permit and Operating Agreement, the City will collect \$50,056 to allow for staff to review and process the application. This includes site visits by both Community Development and Police staff. Thereafter, businesses are responsible for requesting a renewal of the permit on an annual basis and subject to a renewal fee of \$21,222. The permit renewal fee pays for program oversight, business plan review by the Community Development Department, Police site visits and Police compliance, accounting and an annual financial audit. The City does not make revenue above the cost of service on these fees and is legally only allowed to charge the City's cost of doing business. New Cannabis Business Permit and renewal fees adjust annually based on CPI.

Cannabis Tax. In November 2022, Woodland voters approved a local tax on cannabis businesses that would help to fund general city services. Retail cannabis businesses are subject to a 10 percent tax based on gross receipts. It is difficult to estimate the future potential cannabis tax revenue that may be realized from cannabis retail sales as it will depend upon the success of the business. At minimum, assuming a similar realized revenue generation as existing commercial cannabis manufacturing, distribution and testing businesses, it is estimated that the city will see additional annual revenue from the four retail cannabis businesses of \$250,000, but likely much greater given the higher volume of taxable sales from retail uses. To date, the City has collected \$1.1 Million in tax

(formerly “community benefit”) revenue from existing commercial cannabis businesses.

Report in Brief:

Commercial Cannabis Business, P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary (“Woodland Cannabis Dispensary”) (PLNG 24-00029), has applied for a Conditional Use Permit (CUP) to operate a storefront retail cannabis dispensary at 163 Court Street in the City’s Community Commercial Mixed Use zone; Assessor’s Parcel Number 005-562-023. This application follows a recent zoning code update, effective June 7, 2022, which allows retail cannabis land use in certain zones and allows the city to consider up to four conditional use permits for this land use citywide.

The process for considering retail cannabis operators began with a competitive preliminary review on February 27, 2023, where four of a total of 12 applicants were selected to advance to the Conditional Use Permit application stage. Sundial Collective was selected as one of these four applicants.

Woodland Cannabis Dispensary’s project proposal entails the use of a project site located at 163 Court Street and has undergone a comprehensive review by City departments, including the City Planning Division, Engineering Division, Public Works Department, Fire Department, Building Division, and the City Police Department. The applicant’s location and proposed operation are consistent with applicable zoning and development standards, and the applicant has prepared a preliminary Security Plan that has been submitted and reviewed by the Woodland Police Department and a final plan shall be approved prior to operation.

As part of the review process, an Operating Agreement (Attachment 3) has been negotiated between the City and the applicant. This agreement will be reviewed by the City Council and will incorporate the commitments outlined in the Community Benefit Plan and Social Policy and Local Enterprise Plan. These documents are attached to the operating agreement for reference as part of permitting and annual reporting.

In conformance with Woodland Municipal Code (WMC) Section 17.84.120, a highly visible posting measuring 4 feet by 8 feet has been displayed on the project site, notices were sent to property owners and tenants within a 600-foot radius of the site, and a notice of the meeting was published in the local newspaper twelve days before the City Council meeting date.

The purpose of this hearing is for City Council to review and make a determination on the Conditional Use Permit and the corresponding Operating Agreement.

Upon issuance of a Conditional Use Permit and prior to operating, the applicant will be required to obtain a City Cannabis Business Permit and corresponding City Building Permits for tenant improvements necessary for the proposed operation.

Background:

On December 5, 2017, the City Council approved Ordinance 1629, adding Article 21.6 (now Section 17.84.120) to Chapter 25 (now Chapter 17) of the Municipal Code, which regulates the zoning of commercial cannabis. At the same time, the council approved Ordinance 1630, adding Chapter 13A (now Chapter 5.28) to the Municipal Code, establishing regulations for commercial cannabis business permits. These regulations allowed for up to six conditional use permits for manufacturing, distribution, and testing cannabis operations within Industrial or Industrial/Light Industrial Flex Overlay zones as defined in the General Plan.

On June 7, 2022, the City Council amended Chapter 17.110 (now Section 17.84.120) through Ordinance 1685 and Chapter 5.28 through Ordinance 1686, updating the regulations for cannabis

retail businesses, which now authorizes City Council to consider up to four retail cannabis conditional use permits, allowing the sale of cannabis at authorized storefront retail cannabis dispensary locations, with the option for delivery from these locations. These four permits may be issued in designated commercial and corridor mixed-use zones.

On February 27, 2023, the City issued a request for applications, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit to authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business. Applications were to be submitted in person by 3:00 pm on April 5, 2023. The City received a total of 12 proposals.

As part of the preliminary process, which involved three phases of review, applicants were required to submit detailed plans for the safety, security, and operational characteristics of the proposed storefront retail cannabis dispensary use, including the following:

- Business Plan
- Odor Control Plan
- Tax Compliance
- Insurance
- Community Benefit Plan
- Social Policy and Local Enterprise Plan
- Security Plan
- Neighborhood Compatibility and Community Relations Plan

A Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL (consultants retained by the City for their subject matter expertise) to conduct a competitive selection process. As required by the City of Woodland Municipal Code, the Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business. After an initial review, the Committee met on July 17-18, 2023 to interview the twelve applicants for the Preliminary Cannabis Business Permit. Following the interviews, the city invited the top four ranked applicants to the fourth phase of the review process which entails the negotiation of an Operating Agreement and application for the Conditional Use Permit. As the City Council is aware, Woodland Responsible and Compliant Retail, LLC dba Embarc Woodland filed a Petition for Writ of Mandamus and Complaint for Injunctive Relief challenging the review process for the Preliminary Cannabis Business Permits. That litigation is currently pending, but the City is moving forward with the review of the Conditional Use Permits and Operating Agreements with the top four ranked applicants in the meantime.

Planning Commission Recommendation. At its September 19, 2024 meeting, the City Planning Commission passed the following resolution evaluating the project proposal for compliance with zoning standards and land use requirements:

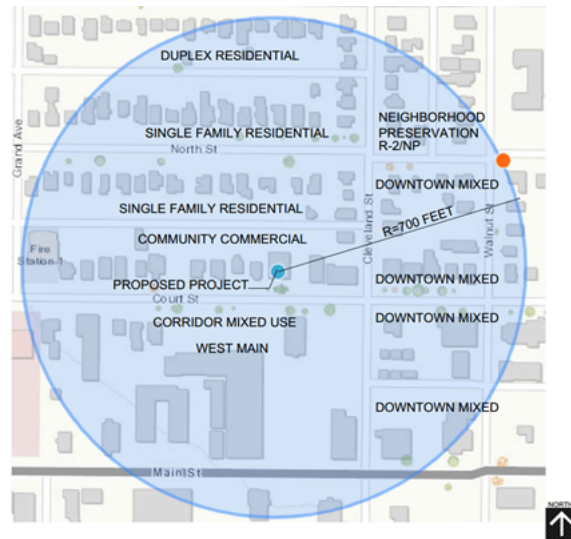
Planning Commission Resolution PC 24-05 (Attachment 9) (P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary – PLNG 24-00029) by a unanimous vote (5-0-2) recommending City Council approve a Conditional Use Permit and Operating Agreement for a retail cannabis land use located at 163 Court Street in the city's Community Commercial Mixed Use zone.

Public comments were provided to the Planning Commission for the item and have been attached

(Attachment 8).

Project Proposal

On June 10, 2024, Woodland Cannabis Dispensary applied for a Retail Cannabis Conditional Use Permit. The applicant is requesting approval from the City Council for a Conditional Use Permit and Operating Agreement which will allow Woodland Cannabis Dispensary to occupy an approximately 3,512 square foot existing building at 163 Court Street, as a storefront retail cannabis dispensary (Attachment 2 and 4, Project Application and Site Plan). Under the terms and conditions of approval, Woodland Cannabis Dispensary will be required to obtain a Cannabis Business Permit for a Storefront Retail Cannabis Dispensary (Ordinance 1685 and 1686), and appropriate State Licensing (Type 10 – Storefront Retailer). A Type 10 license allows for a storefront retailer to have a physical location where cannabis goods are sold. Storefront retailers can also deliver cannabis goods.



Context Map

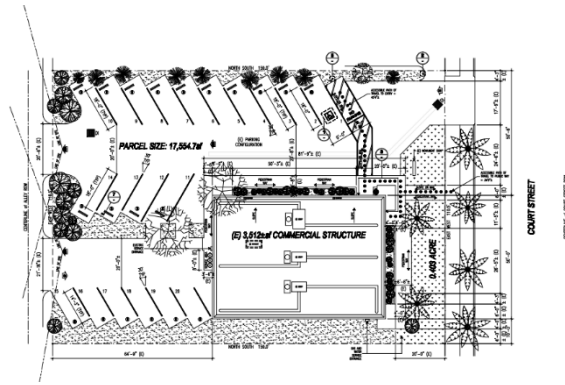
Upon the start of operations, Woodland Cannabis Dispensary intends to hire 10 employees from the City of Woodland, 10 of which will be full-time. With the growth of the business, Woodland Cannabis Dispensary anticipates hiring up to 25 employees.

Project Site Description

Woodland Cannabis Dispensary's project site covers approximately .40 acres and includes a single building. The subject building at 163 Court Street is an existing one-story building (Attachment 4, Site Plan). The property is bordered by residential and office uses to the west, residential and office land uses on the east, residential land uses to the north, with Court Street forming the southern boundary.

Interior "tenant improvements" will be made to the existing building; no new construction is proposed.

The property is zoned for Community Commercial Mixed Use land uses. The proposed use is permitted in this zone with the approval of a Conditional Use Permit and Operating Agreement by the City Council as the final acting body.



Site Plan

Community Benefit and Social Policy and Local Enterprise Plan Review

Community Benefit and Social Policy and Local Enterprise Plans have been included in this report as Exhibits to Attachment 3, respectively, for the Commission's review/reference. A summary is provided below.

Below is an overview of the Community Benefit commitments of Woodland Cannabis Dispensary (Attachment 3):

Community Benefit Payment

Woodland Cannabis Dispensary commits to donating 2% of the company's annual business gross receipts to local 501(c)(3) non-profit(s) that are active in the City of Woodland.

Event Sponsorships

Woodland Cannabis Dispensary commits to providing support and education to the community through sponsorships and educational booths and would like to sponsor at least one event per year and have an educational booth at the event. The cost of sponsorship will vary according to the event. Including but not limited to the Farmers' markets, Woodland's Annual Tomato Festival, Yolo Farm to Fork, Dinners on Main, Woodland Holiday Parade, Fall Harvest Fest, Christmas Tree Lighting, Craft is Art Christmas Fair, Woodland's First Friday, The Honey Festival, The Almond Festival, Woodland Chamber of Commerce events, Woodland Rotary events, and Golf tournaments.

Big Days of Giving

In addition to the 2% of the company's annual business gross receipts, Woodland Cannabis Dispensary will provide 5% of net profits to a local charity one day a year called the Big Day of Giving. Woodland Cannabis Dispensary commits to advertising Big Days of Giving through social media, website and in house signs to ensure customers/members are informed of the best days to shop to contribute to the community.

Adopt-A-Highway Program

Woodland Cannabis Dispensary has committed to maintaining the stretch of roadside on Highway 5 heading north between E Kentucky Ave. and East St. exits through the Caltrans Adopt-A-Highway Program. Woodland Cannabis Dispensary has contracted with an Adopt-A-Highway approved vendor to maintain the beautification of this area.

Meals on Wheels Program

Yolo County Meals on Wheels is closed for 10 holidays each year. On those days, they provide a sack lunch (delivered the day before along with a regular hot meal) to their home delivery clients so they don't miss a meal. Woodland Cannabis Dispensary has committed to being a sponsor of one of these 10 holidays by providing donations that help to provide a more substantial meal with extra

nutrition, such as additional protein, a carton of eggnog, fresh fruit, and a treat. The donation would include items for special occasions, like flags for the 4th of July, to make the meal special for the holiday.

Volunteer Services: Hours of Commitment

As part of the Community Benefit Plan to the City of Woodland, Woodland Cannabis Dispensary commits to providing paid time for employees who want to volunteer for local charities and events. 8 hours per month will be provided for full-time employees and 4 hours per month for part-time employees.

Woodland Cannabis Dispensary will provide an in-house employment position for a Community Outreach Coordinator. The Community Outreach Coordinator will coordinate with local charities and the Chamber of Commerce to ensure that Woodland Cannabis Dispensary employees are volunteering effectively.

Below is an overview of the Social Policy and Local Enterprise commitments of Woodland Cannabis Dispensary (Attachment 3):

Local Hiring

Upon the start of operations, Woodland Cannabis Dispensary intends to hire 10 employees from the City of Woodland, 10 of which will be full-time. With the growth of the business, Woodland Cannabis Dispensary anticipates hiring up to 25 employees.

Woodland Cannabis Dispensary is committed to hiring 100% Woodland and Yolo County residents, and is committed to creating a diverse environment in terms of age, race, ethnicity, national origin, gender, and socioeconomic status.

Employee Wages and Compensation

Woodland Cannabis Dispensary is committed to providing a living wage for all employees, with starting wages ranging from \$20 to \$40 per hour depending on position and experience, and is committed to granting raises after a 90-day probationary, educational, and training period, with additional raises possible on an annual basis, upon promotion, or based on performance. Woodland Cannabis Dispensary is committed to offering bonus incentive programs, including an annual monetary holiday bonus based on tenure and additional bonuses or gift certificates for exceptional performance. The company is committed to providing staff with regular paid meals on busy days and holidays, as well as winter and summer company parties. As part of the Community Benefit Plan, Woodland Cannabis Dispensary is committed to providing paid time for employees to volunteer for local charities and events, up to 8 hours per month for full-time employees and 4 hours per month for part-time employees.

Continuing Education

Woodland Cannabis Dispensary is committed to providing employees with paid continuing education, including weekly education, field trips, guest speakers, and online training. Woodland Cannabis Dispensary is also committed to staying updated on cannabis science, therapeutic uses, and safe consumption. Woodland Cannabis Dispensary will provide lectures on cannabis updates, products, research, and industry standards, and is also committed to offering outside continuing education options, including industry conferences and online courses from platforms such as Healer.com, AmericansForSafeAccess.com, GreenFlowerMedia.com, and ProjectCBD.com.

Woodland Cannabis Dispensary is committed to promoting from within through the Ownership Incubator Program ("OIP"). The company is committed to supporting employees' professional growth and offering opportunities to found their own cannabis ventures.

Security Plan

Minimal physical modifications inside the building will be required in order to comply with the City ordinance and State regulations regarding cannabis businesses. This will include adding a few walls and doors, new flooring, paint and security and ADA upgrades. There will be no exterior building modifications. There will be no outdoor activities at this location. There will be no odor, dust or glare at this location. There will be no hazardous or volatile materials or chemicals at this location. Woodland Cannabis Dispensary will ensure the property and surrounding area are free of litter and graffiti. The property will be maintained in a neat and clean manner. All vegetation will be maintained at the facility on a regular schedule.

Discussion:

Applicable Laws, Codes & Ordinances

This project is subject to several laws, codes, and ordinances as described below:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- City of Woodland Cannabis Business Permit Requirements
- California Environmental Quality Act (CEQA)
- Regulations of the California Department of Cannabis Control

2035 General Plan Consistency

The proposed project is consistent with various policies and actions in the General Plan including Land Use Policy 2.A.6 (Infill Development), Policy 2.D.1 (Jobs/Housing Relationship), and Policy 4.C.16 (Safety and Security).

Specifically, the project is consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will gain the City some share in this market through generation of sales tax.

As previously mentioned in this report, applicants for a retail commercial cannabis conditional use permit and operating agreement were required to prepare and provide a Security Plan for proposed sites and facilities which support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7 (Public Safety and Community Design). This plan was reviewed by the City of Woodland Police Department and shall meet State requirements.

The proposed use is located on a parcel designated for commercial land uses and will operate out of an existing commercial building (Policy 2.J.1 – Enhanced Design Character of Existing Centers).

Zoning Consistency

The project site is zoned Community Commercial Mixed Use. The City Community Commercial Mixed Use zone is applied to areas near entry access nodes to the community and supports commercial uses.

Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Community Commercial Mixed Use zone subject to use permit approval.

Development Standards

The proposed storefront retail cannabis dispensary would be established in an existing building previously occupied by office uses. Tenant improvements will be made to the existing building to meet the operational requirements of the proposed use, including those outlined in the project's security plan; no new construction is proposed onsite.

The project is consistent with land use, lot coverage, landscaping, building type, building height, and setback requirements for the Community Commercial Mixed Use zone. Vehicle access to the site is provided from an existing driveway from Court Street. At the time of tenant improvements, staff will conduct a staff-level architectural review consistent with existing practice for minor improvements to existing buildings.

Parking

The number of required off-street parking spaces for the proposed storefront retail cannabis dispensary use shall be consistent with the parking requirements for retail land use per City of Woodland Municipal Code Section 17.68.

Zoning Verification

A zoning verification was conducted as part of the associated preliminary cannabis business permit to verify compliance with the location limitations for commercial cannabis land uses established in the City of Woodland Municipal Code Section 17.84.120, which is also consistent with State requirements.

At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park. There were no more than two retail cannabis dispensaries within 1,000 feet of the project site. The proposed site would be more than 500 feet away from any other storefront retail cannabis dispensary use.

Conditional Use Permit Review

A Conditional Use Permit (CUP) affords broad public review and evaluation of those uses which require special consideration to ensure proper integration into the community; mitigation of any potentially adverse impacts; and making the required findings to permit the use. In considering an application for a conditional use, due regard shall be given to the nature and condition of the proposed or existing use and all adjacent uses and structures and may impose such requirements and condition with respect to location, construction, maintenance, and operation, as may be deemed necessary for the protection of adjacent properties and public interest. Conditional Use Permit analysis typically includes consideration of proposed use; hours of operation; consistency with zoning standards such as parking; compatibility with existing uses and structures in the surrounding area; and other criteria as may be deemed appropriate.

A CUP runs with the land unless the CUP is revoked. Once approved, should ownership of the land or the business change, the CUP would remain valid at the location approved.

Following a public hearing, the City Council may approve a use permit application, with or without conditions, if all the following findings can be made:

Use Permit Findings

1. The proposed use is consistent with the General Plan.

The proposed storefront retailer use would be compatible with the underlying General Plan designation and zoning district and operate similarly to other existing retail businesses subject to use-

specific standards. The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.I (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security).

Specifically, the project would be consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). The preparation and provision of a security plan support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design).

The proposed use would be located on a parcel designated for commercial land uses and would operate out of an existing commercial building (Policy 2.J.I – Enhanced Design Character of Existing Centers).

2. The proposed use is consistent with the purposes of the Zoning Code, and the purposes of the applicable zone.

The proposed use would be located on a commercial site designated Community Commercial on the 2035 General Plan land use diagram and is zoned Community Commercial Mixed Use. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Community Commercial Mixed Use zone subject to use permit approval.

The proposed project site is not within a 600-foot radius of a school providing K-12 instruction, a daycare center, a youth center, or a public park.

The proposed retail storefront cannabis dispensary will not be located within 500 feet of another retail storefront cannabis dispensary.

3. The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.

The operations of Woodland Cannabis Dispensary are based in retail and will not impact any other commercial retail business in the area.

4. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, including transportation and service facilities.

The proposed use is compatible with the surrounding commercial area. The storefront retailer would be located within an existing commercial building similar in design, size and operating characteristics as other single-story retail and restaurant buildings along Court Street.

No new construction is proposed onsite. The building architecture and site improvements, including lighting, landscaping, parking have previously been found consistent with land use, lot coverage, building type, building height, and setback requirements for the Community Commercial district.

5. Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

Woodland Cannabis Dispensary's security guards will monitor the site and are required to ensure there is no loitering in the area.

6. The proposed project has been reviewed in compliance with CEQA.

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 3,512 square foot existing building that has previously been occupied by commercial uses similar to the proposed project.

In addition to the CUP findings outlined above, the Cannabis Ordinance 1685 (Municipal Code 17.84.120): provides other specific factors that shall be considered by the City Council including the following:

1. The type of proposed use by the applicant.

The proposed use would be located on a commercial site designated Community Commercial on the 2035 General Plan land use diagram and is zoned Community Commercial Mixed Use. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Community Commercial Mixed Use zone subject to use permit approval.

2. Whether the proposed use will be detrimental to the health, safety and welfare of the community.

The project site is a commercial area comprised of a variety of commercial retail and service uses along Court Street, with residential uses present further east and west along Court Street. The zoning verification conducted as part of the associated preliminary request for proposals process verified compliance with the location limitations for storefront retailers established in WMC Section 17.84.120. At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park.

Furthermore, operation of the proposed storefront retailer in accordance with the standards established in WMC Section 5.28 as well as the applicant's Safety and Neighborhood Compatibility Plans will ensure that a storefront retailer use at this location would not have detrimental effects on the surrounding neighborhood.

3. Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties.

The proposed facility will provide a new source of employment and revenue to the City while remaining under close regulation and oversight by both the City and State.

At the time of approval of a Cannabis Business Permit, an application will be required to Prepare and submit a Community Benefit Plan and Social Policy and Local Enterprise Plan describing the applicant's plans for local outreach and hiring of residents of the City of Woodland for open positions

and/or compensation for continuing education, and any other actions proposed by the applicant that are intended to benefit the local workforce and/or applicant's local employees.

4. Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts.

Woodland Cannabis Dispensary is committed to contributing 2% of their annual business gross receipts per year to active 501(c)(3) non-profits active in the City of Woodland and to hiring all employees directly from the City of Woodland, creating ten (10) jobs initially and up to twenty-five (25) jobs once operations are fully established. A detailed summary of their community benefit and local enterprise plan is provided above in the background section of this report and as Exhibits B and C to the Operating Agreement (Attachment 3).

5. The extent of support or opposition to the proposed use and location from members of the community, and the applicant's plans to ensure strong community relations and compatibility with the surrounding neighborhood.

Woodland Cannabis Dispensary's ownership team has walked the neighborhood many times, passing out hundreds of Letters of Introduction and inviting the neighbors to the Open Houses. Woodland Cannabis Dispensary has held three Open Houses over the last two years and plans to hold a few more before the end of 2023. The ownership team has had the opportunity to speak with several of the neighboring residences and had very positive interactions.

Prior to submitting the initial application, public notice of the proposed retail cannabis use was provided to owners and tenants within a 600-foot radius of the project site, the site was posted with a highly visible notice, with a minimum of four-feet by eight-foot mounted on a freestanding sign or posted on the building frontage, 10 days before the scheduled public hearing date, and a Legal notice was published in the Woodland Daily Democrat at least ten days before the public hearing date.

Woodland Cannabis Dispensary has prepared and submitted a Community Relations and Neighborhood Compatibility Plan (Attachment 5) describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted. The plan should additionally describe how the cannabis business will proactively address and respond to complaints from the surrounding community related to noise, light, odor, litter, vehicles and pedestrian traffic and any other activities that could become a nuisance or have impacts on the cannabis business's neighbors and the surrounding community.

Public comment received prior to the publication of this report is provided as Attachment 8.

6. The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location.

There are no cannabis uses located or proposed to be located within 1,000 feet of the proposed location at 163 Court Street.

7. The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area.

At this time, there is no overconcentration of cannabis uses.

8. The background and history of the applicant, including the experience and qualifications of the applicant and those persons involved in the management, oversight, and day-to-day operations of the proposed use, the professional training and certifications of the applicant and/or persons involved in the management, oversight and day to day operations of the proposed use, and the nature and extent of the problems on any premises where the applicant has operated a cannabis business in the past.

Woodland Cannabis Dispensary's Ownership team consists of the following individuals:

Kimberly Cargile: Corporate Secretary, Board Member, Shareholder

For almost twenty years now, Kimberly Cargile has been dedicated to advancing the medical cannabis industry in California through advocacy and education. She is the founder and/or co-owner of seven licensed storefront cannabis dispensaries (A Therapeutic Alternative, Davis Cannabis Collective, Dixon Wellness Collective, Napa Cannabis Collective, Chuck's Wellness Collective and Tracy Cannabis Collective), two cannabis cultivation sites (Yolo Family Farms and Woodland Roots), and a cannabis manufacturing and distribution company (Khemia).

Laura Mendez: Chief Executive Officer, Board Member, Shareholder

Laura Mendez has over seventeen years in cannabis retail management. In 2006, Laura began working in the cannabis industry at a retail storefront dispensary, Capital Wellness Collective in Sacramento, where she quickly worked her way up to management. As General Manager, Laura communicated with every department and oversaw budgeting, purchasing, inventory, human resources, maintenance, security and safety compliance.

Deanna Garcia: Chief Financial Officer, Board Member, Shareholder

Deanna Garcia has 25 years of experience in the cannabis industry. Deanna is co-owner of eight state-licensed cannabis companies, including Dixon Wellness, Napa Cannabis Collective, Chuck's Wellness Collective, Tracy Cannabis Collective, Pocket Dispensary, Yolo Family Farms, Woodland Roots, and Khemia Manufacturing and Distribution.

Ashley Kammerer: Board Member, Shareholder

Ashley Kammerer graduated from California State University, Sacramento in 2012 and received a Bachelor of Science Degree in Business Entrepreneurship. At that time, she started her own business, Cannabonist, where she developed her business skills that she learned in college. At her retail store on J Street in Sacramento, she was able to meet many business owners and advocates in the cannabis industry.

Judy Fann: Board Member, Shareholder

Judy Fann was born and raised in Woodland. She worked in retail sales for 15 years at Woodland companies: Maladies Hair Salon, Breits Family Store and Gottschlaks before starting her journey with horticulture at the Yolo County Fairgrounds. She worked designing fair booths there for 25 years before retiring. Throughout that time, she also raised her family in Woodland and volunteered at her children's schools and sports. In 2013 Judy began her work in the cannabis industry at her son and daughter-in-law's dispensary, at A Therapeutic Alternative.

Paulette Smyth: Board Member, Shareholder

Paulette Smyth was born and raised in Woodland. She worked for Yolo County for 33 years until she retired as an Office Support Specialist in 2009. Paulette had not fully understood the benefits of medical cannabis until she had the opportunity to work at her niece and nephew's dispensary, A Therapeutic Alternative from 2016 to 2018. There she worked as a receptionist bookkeeper and in data entry. She brought with her to the operations of the dispensary years of experience in data entry, accounting, bookkeeping, purchasing, accounts payable, customer service and accountant

management from her job at the County.

A detailed summary of the experience and qualifications is provided in Attachment 7.

9. Whether there is a history of police or crime-related problems in the area of the proposed location which may be exacerbated by establishment of the proposed cannabis use.

There is no history of police or crime-related problems in the area of the proposed location, which may be exacerbated by establishment of the proposed cannabis use.

10. Whether the proposed license would enhance recreational or entertainment opportunities in the area.

Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will provide an amenity that does not presently exist in the City.

Cannabis Business Permit Review – Municipal Code Section 5.28

The Cannabis Business Permit provides for the review of operational features for each cannabis business entity and is required in addition to a business license. A Cannabis Business Permit is required before initial operation and requires annual review. Before issuance of the Cannabis Business Permit, fees must be paid, and a Conditional Use Permit and final Operating Agreement authorized. The Cannabis Business Permit is approved by the Community Development Director. Operating details including a Security Plan, Lighting Plan, Community Benefit Plan, Social Responsibility, and Local Enterprise Plan, as well as an Operating Agreement and Indemnification statement, are required as part of the Cannabis Business Permit review. Some of these items have been provided as part of the Conditional Use Permit review and are included as attachments.

Revocation of Permit

In the event of a violation of the terms and conditions of a retail cannabis business permit, the City may take various enforcement actions as provided under City Code Section 5.28.090 - Violations. These actions may include fines, penalties, suspension, or revocation of the permit.

Environmental Assessment Status

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy an approximately 3,512 square foot existing building that has previously been occupied by medical office uses.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat on October 3, 2024, twelve days prior to the public hearing.
- Notices were mailed to all property owners and tenants within a minimum of 600 feet of the project site on October 4, 2024.
- Pursuant to City of Woodland Municipal Code 17.110.100.D., the site was posted with a highly visible notice, of a minimum four foot by eight foot in size mounted on a freestanding sign or posted on the building frontage, 10 days prior to the scheduled public hearing date on October 15, 2024.

Reviewing Agency Comments

The project has been circulated to other city divisions and departments for review as well as to agencies outside the City of Woodland who have an interest in the application, including Waste Management and Yolo County. All reviewing agency comments have been integrated into the conditions of approval.

Conclusion:

Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 163 Court Street in the City's Community Commercial Mixed Use zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Prepared by: Anna Canales, Assistant Planner

Reviewed by: Erika Bumgardner, Deputy Director of Community Development

Attachments:

1. Proposed Resolution - Woodland Cannabis Dispensary CUP and Conditions of Approval
2. Proposed Resolution - Woodland Cannabis Dispensary Operating Agreement
3. Operating Agreement_Woodland Cannabis Dispensary
4. Project Application
5. Qualifications of Owners
6. Site Plan
7. Neighborhood Compatibility & Community Relations Plan
8. Odor Control Plan
9. Resolution PC 24-05
10. Public Comments 9.19.24
11. Publication Proof

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA APPROVING A CONDITIONAL USE PERMIT FOR A STOREFRONT
RETAIL CANNABIS DISPENSARY AT 163 COURT STREET WITHIN THE CITY
COMMUNITY COMMERCIAL MIXED USE ZONE CONDITIONED UPON
APPROVAL OF THE APPROPRIATE CANNABIS BUSINESS PERMIT AND THE
RECOMMENDED CONDITIONS OF APPROVAL**

WHEREAS, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

WHEREAS, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

WHEREAS, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

WHEREAS, the City received a total of 12 proposals in response to the request for applications; and

WHEREAS, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

WHEREAS, after an initial review of the proposals, the Proposal Review Committee met in July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

WHEREAS, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

WHEREAS, the Proposal Review Committee ranked P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary as 2 out of 12, with a score of 95%; and

WHEREAS, the City of Woodland City Council hereby finds that the proposed cannabis retailer use to be located at 163 Court Street (“Site”), as set forth in Planning Application No. PLNG 24-00029 submitted by business applicant P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary (“Applicant”), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

WHEREAS, On September 19, 2024, the Planning Commission held a duly noticed public hearing concerning the proposed cannabis retailer use to be located at 163 Court Street as set forth in Planning Application No. PLNG 24-00029. After the hearing, the Planning Commission recommended 5 to 0 (two absences) City Council approve the Conditional Use Permit and Operating Agreement for Retail Commercial Cannabis land use as proposed; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the City Council of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the City Council public hearing date; and

WHEREAS, the City Council held a duly-noticed public hearing on October 15, 2024, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, approves a Conditional Use Permit for a cannabis retail use located at 163 Court Street, as set forth in Planning Application No. PLNG 24-00029, prepared by P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary based on the following findings:

SECTION 1. Recitals. The City of Woodland City Council hereby adopts the above recitals as true and correct findings of the City of Woodland City Council and incorporates them into this Resolution by this reference.

SECTION 2. Findings. In support of issuing a conditional use permit for the proposed

cannabis retailer use to be located at 163 Court Street, as set forth in Planning Application No. PLNG 24-00029, the City of Woodland City Council hereby makes the following additional findings, pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities, and involves the conversion of a small structure not exceeding 2,500 square feet where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland City Council has considered all relevant evidence regarding the Site and the Applicant’s proposed use, and finds that Applicant’s proposed cannabis retailer use at the Site satisfies those considerations, as follows:
 - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland City Council has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland City Council finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant’s use at the proposed location.
 - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland City Council has considered all evidence and testimony relevant to the Applicant’s proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Community Commercial Mixed Use zone and not adjacent to sensitive uses; and therefore will not result in negative impacts on existing uses in the area. The project is subject to approval of a

conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant's failure to abide by those conditions of approval may result in permit revocation.

- c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland City Council finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently available to the surrounding area and will bring retail activity to the proposed location.
- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland City Council finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland City Council has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland City Council has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland City Council further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland City Council further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland City Council has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland City Council has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland City Council is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.

- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland City Council finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland City Council therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community. These findings are further established and incorporated into the project approval, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. Approval. In accordance with the City of Woodland City Council findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland City Council hereby approves Planning Application Number PLNG 24-00029 for the issuance of a Retail Cannabis Conditional Use Permit to P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary for the proposed cannabis retailer use at 163 Court Street. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all of the findings and conditions of approval specified in Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

PASSED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, City Clerk

Ethan Walsh, City Attorney

EXHIBIT A

**Conditions of Approval
PLNG 24- 00029**

**Address: 163 Court Street
Cannabis Business: P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary**

Conditions of Approval

General Conditions

- 1. Approval.** Planning Application # PLNG 24-00029, submitted by Applicant P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary for the proposed cannabis business “Woodland Cannabis Dispensary” is approved to permit retail sales of cannabis and cannabis products, and, in a building size of approximately 3,512 square feet located at 163 Court Street and with hours of operation of Monday – Sunday 9 am – 9 pm.
- 2. Substantial Conformance.** The use shall be implemented in substantial conformance with the Conditional Use Permit (Planning Application: PLNG 24-00029) as approved by the City Council, and subject to all applicable provisions of Woodland Municipal Code Section 5.28, Commercial Cannabis Business Permits, and Section 7.84.120, Commercial Cannabis Businesses, except as modified herein. Prior to issuance of a Cannabis Business Permit and, if applicable, Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the city. Changes in the use or an increase in the intensity or size of operation may require approval of a new use permit or a modification to the existing use permit.
- 3. Regulatory Permit.** The approval of the Conditional Use Permit and commencement of business operations shall be contingent upon the applicant submitting a Cannabis Business Permit application and all of the materials and documentation required by Woodland Municipal Code Chapter 5.28.180, Applications for Cannabis Business Permits, to the Community Development Director for review and approval. Applicants shall obtain and maintain at all times a valid Cannabis Business Permit including approval of an Operating Agreement, prior to occupancy of the building and continuing at all times that the business is in operation, including payment of all required fees for application review. The Cannabis Business Permit shall be timely renewed and maintained in accordance with the applicable procedures set forth in Woodland Municipal Code Chapter 5.28 as a condition of continuing the retailer use under the approved conditional use permit.

All requirements, terms and conditions of the Cannabis Business Permit, Operating Agreement, and applicable state license(s) shall be considered conditions of this conditional use permit. Failure to comply with all applicable state and local laws and ordinances, the Cannabis Business Permit, Operating Agreement, and/or applicable state license(s) shall be deemed a violation of the conditional use permit and may result in revocation of the use permit.

- 4. Indemnification.** The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its

legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

5. **Other Permits and Licenses.** The applicant shall obtain all other permits and licenses required by the City for the use, including a Cannabis Business Permit pursuant to Woodland Municipal Code Chapter 5.28, and any other City permits required for retail cannabis uses prior to occupancy of the building and operation of the business, and shall pay all required fees in the amount currently established as applicable, or in the amount to be adopted by City Council. All cannabis businesses must, prior to establishing and operating any such cannabis business, obtain and maintain at all times a valid license issued by the State, as may be applicable, and any other applicable local or regulatory licenses.
6. **Building and Fire Requirements.** Prior to occupancy and/or issuance of a Cannabis Business Permit, applicant shall comply with all applicable Building and Fire requirements to the satisfaction of the Building Official and the Fire Marshall. The applicant shall obtain all necessary and appropriate permits for the project prior to occupancy, including but not limited to building and encroachment permits, and pay all required fees.
7. **Runs with the Land.** The terms and conditions of approval of the conditional use permit shall run with the land, and shall be binding upon and be to the benefit of the heirs, legal representatives, successors, and assignees of the property owner. Where a conditional use has abandoned the site or has ceased activity for a period of six (6) months, expressly including due to the failure to obtain or maintain other necessary regulatory licenses and permits to operate the business, the approved conditional use permit may be subject to revocation for non-use. Under these circumstances, and if such non-use results in revocation of the conditional use, a new application for a conditional use permit must be processed per the requirements of the City's then-existing zoning ordinance.
8. **Permit Expiration.** The Conditional Use Permit must be exercised within one year of issuance, or it shall be deemed null and void by act of law (Woodland Municipal Code Section 17.96.130, Expiration and Extension). A permit for use of a building or a property is exercised when a valid City business license, Cannabis Business Permit, and all necessary permits have been issued, and the permitted use has commenced on the site in accordance with applicable conditions of approval contained herein.
9. **Other Applicable Requirements.** The project approval is subject to all applicable requirements of the Federal, State, City of Woodland and any other affected governmental agencies. Approval of this request shall not waive compliance with all sections of the Municipal Code, all other applicable Federal, State and City Ordinances, and applicable Community or Specific Plans or Design Guidelines in effect at the time of building permit issuance. The duty of inquiry as to such requirements shall be upon the applicant.
10. **Compliance with Conditions.** Prior to any use of the project site, all Conditions of Approval shall be completed to the satisfaction of the Community Development, Police, and Fire Departments. In the event that any of the conditions of this permit are not satisfied, the Community Development Director may request a public hearing be set before the Planning Commission to determine whether the Conditional Use Permit should be revoked. Additionally, upon showing of a compelling public necessity demonstrated at a noticed public hearing, the City of Woodland, acting through the appropriate entity, may add, amend, or delete conditions of this permit.

11. **Violations.** Upon receipt of a Cannabis Business Permit the applicant shall be subject to provisions relating to violations contained in Municipal Code Section 5.28.090, or as may be amended.
12. **Environmental Recording Fee.** Applicant shall provide the Community Development Department with a check for the sum of \$50 made out to Yolo County to record the CEQA environmental document (Notice of Exemption) with the County.
13. **Applicant's Responsibility to Inform.** The applicant shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.

Planning Conditions

16. **Education.** The cannabis retailer shall provide information or disclaimers to all customers regarding the effects of cannabis consumption and legal consequences of consumption or possession under federal law, in a form approved by the City.
17. **Parking.** The project shall provide and maintain the number of on-site parking spaces consistent with the requirements of Section 17.68 of the Woodland Municipal Code, based on gross square footage of retail use, consistent with City standards unless otherwise approved by the Community Development Director.
18. **Bicycle Parking.** The project shall provide bicycle parking, consistent with the requirements of Section 17.68.070 of the Woodland Municipal Code. The location of the racks and locking mechanism details shall be subject to review and approval by the Community Development Department prior to issuance of permits. Bicycle parking shall be installed prior to occupancy.
19. **Signage.** Signage shall require a Sign Permit subject to approval by the Community Development Department in compliance with Woodland Municipal Code Section 17.100.140, Sign Permits – Permanent Signs, and may require a Building permit prior to installation.,
20. **Trash Maintenance.** The site shall be kept free of trash or debris at all times. Graffiti or any other type of vandalism shall be removed or otherwise remediated within 72 hours of occurrence.
21. **Landscape.** Prior to operation, all existing landscape planter areas shall be replanted and maintained per City Standards. Vegetative matter shall cover no less than 75% of the required landscape area unless otherwise approved by the Community Development Director. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying and cultivation.
22. A storefront cannabis dispensary permittee shall not allow cannabis, cannabis products, or cannabis accessories on the dispensary site to be visible from the public right of way, the unsecured areas surrounding the buildings on the site, or the site's main entrance and lobby.
23. No storefront cannabis dispensary shall grow or cultivate cannabis, except for immature nursery stock cannabis plants, on the dispensary site.

Building Conditions

The following comments are from the City of Woodland Building Division and are applicable to the referenced project:

24. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - A. 2022 California Building Code
 - B. 2022 California Plumbing Code
 - C. 2022 California Mechanical Code
 - D. 2022 California Electrical Code
 - E. 2022 Building Energy Efficiency Standards
 - F. 2022 California Green Building Code
 - G. The Code of the City of Woodland
25. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
Recycle plan is required at time of permit issuance along with a \$1000 deposit.
Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
26. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
27. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
28. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

Fire Conditions

The following comments are from the City of Woodland Fire Department and are applicable to the referenced project:

29. **Project Condition. Prior to permit approval to install gates or barriers:** The installation of perimeter fencing, gates, or obstacles that obstruct fire apparatus access roads shall require a separate plan submittal, review, and approval by the Woodland Fire Department prior to installation.
30. **Advisory:** An operational permit for a Cannabis dispensary will be required. The permit(s) will cost \$342.00 and be billed at the time of the fire inspection.
31. **Advisory:** Addressing and suite numbers shall be readily visible, contrasting in color to the background.
32. **Project Condition. Prior to permit approval:** Tennant improvement plans shall be submitted to the City of Woodland Building and Fire Department for review and approval due to the interior remodel of the space.
33. **Advisory:** Please be aware that, at a minimum or as applicable, the following items will be inspected, tested, or reviewed at the time of inspection.

- Existing exit signs and emergency lighting shall be in good working order and capable of supplying illumination for not less than 90 mins. Testing records are required. Test to be conducted at fire inspection.
- New and existing fire extinguishers shall be current and labeled with a State Fire Marshal-approved service label.
- Existing exits, exit doors, and door hardware are not obstructed, are in good working order, and shall meet the minimum requirements of the CFC.
- Housekeeping shall be orderly, and storage shall be stored in an approved manner per the CFC.
- All electrical and cords shall comply with the CFC.
- All electrical panels shall have a minimum 36-inch clearance before the panel.
- Verify that the address and suite numbers are visible from the assigned street.
- Verify fire lanes are marked.
- Verify all landscaping is three feet away from fire department equipment.
- Verify that fire department equipment is painted, marked, labeled, and secured as applicable.
- Existing walls and ceilings are free from holes that would lead to fire extension.
- Verify Knox Box keys.

Police Conditions

The following comments are from the City of Woodland Police Department and are applicable to the referenced project:

34. Security personnel shall be on site twenty-four hours a day or alternative security as authorized by the city manager or his/her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his/her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the chief of police.
35. **Security Plan.** Prior to issuance of a Business Cannabis Permit, applicant shall submit a final Security Plan and Lighting Plan pursuant to Woodland Municipal Code Section 5.28.260, Cannabis Business Site Security, for review and approval by the Police Chief and Community Development Director. Photometric data may be required to indicate that parking and public areas are equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area or public/employee exterior access ways. Photometric data must also confirm the absence of “hot spots” or areas of ten (10) foot-candle of illumination per square foot or more.

Engineering and Public Works Conditions

The following comments are from the City of Woodland Engineering Division and Public Works Department and are applicable to the referenced project:

General Conditions

36. The existing water service shall be backflowed per City Standards/Details.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA APPROVING AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AN OPERATING AGREEMENT WITH P.F.F.
CONSULTING INC., DBA WOODLAND CANNABIS DISPENSARY,
FOR A CANNABIS RETAIL FACILITY LOCATED AT
163 COURT STREET, WOODLAND, CA 95695**

WHEREAS, the applicant P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary, submitted a Conditional Use Permit application to operate a Retail Cannabis Facility (“Cannabis Business”) in a building size of approximately 3,512 square feet located at 163 Court Street and with hours of operation of Monday – Sunday 9 am – 9 pm; and

WHEREAS, the City Council, following a Planning Commission recommendation to approve the use, approved granting a Conditional Use Permit to the Cannabis Business to conduct commercial cannabis activities at the Subject Property, subject to conditions of approval and contingent on issuance of a cannabis business permit, state license(s) and execution of an Operating Agreement; and

WHEREAS, Woodland Municipal Code Chapter 5.28 provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community; and

WHEREAS, the proposed Operating Agreement additionally addresses other mutually agreeable terms and conditions regarding operation of the Cannabis Business, including minimum insurance requirements, security procedures, and indemnification.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Woodland hereby resolves as. follows:

1. The City Council adopts the findings above as true and correct.
2. The City Council hereby approves of an Operating Agreement between the City and

P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary generally consistent with the terms and conditions provided in the Operating Agreement attached hereto as Attachment 1.

3. The City Manager, or his or her designee, is authorized to execute an Operating Agreement in substantially the form provided in Attachment 1, subject to any minor, technical, non-substantive or necessary changes approved by the City Attorney, and any other supporting documents necessary to execute the Operating Agreement. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement, provided the total payment amount under the Agreement does not change.

4. The Operating Agreement shall be executed prior to issuance of a Cannabis Business Permit.

PASSED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of October, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, City Clerk

Ethan Walsh, City Attorney

Exhibit 1
[Operating Agreement]

**OPERATING AGREEMENT FOR A CANNABIS RETAIL BUSINESS AND
PRELIMINARY CANNABIS BUSINESS PERMIT
LOCATED IN THE CITY OF WOODLAND**

P.F.F. CONSULTING INC., DBA WOODLAND CANNABIS DISPENSARY

163 COURT STREET, WOODLAND CA 95695

This Operating Agreement for a Cannabis Business (hereinafter “Agreement”), dated _____, 2024, (“Effective Date”), is entered into by and between the City of Woodland (the “City”), a California municipal corporation, and P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary, a cannabis retail facility (“Cannabis Business”). The City and Cannabis Business may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, On June 21, 2022, the City Council of the City of Woodland approved Ordinance Nos. 1685 and 1686 to allow consideration for up to four retail cannabis businesses within the City of Woodland.

WHEREAS, on February 27, 2023, the City of Woodland opened a competitive application review process for preliminary cannabis business permit applications, which closed on April 5, 2023. A total of 12 Preliminary Cannabis Business Permit applications were received.

WHEREAS, after conducting a complete, thorough, and objective review in consideration of all applications, the four top scoring applications were selected to continue through the final application review process, including the approval of an operating agreement to memorialize the requirements as provided for in the regulations governing commercial cannabis retail permits, Chapter 17..84.120 and 5.28 of the Woodland Municipal code, as well as statements and agreements provided in the application materials and as part of the interview process; and

WHEREAS, Cannabis Business is one of the four top scoring applicants and has applied for and received a Conditional Use Permit concurrently with the approval of this Agreement for the operation of a retail cannabis business at 163 Court Street, Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Subject Property**”).

WHEREAS, Section 5.28.180(A)(9) of the Woodland Municipal Code provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals, and all defined terms set forth in this Agreement, are hereby incorporated into this Agreement as if set forth herein in full.

2. Definitions. The following terms shall have the following meanings for purposes of this Agreement, but other terms may be defined elsewhere in this Agreement.

- A. “Assignment” means: (i) a sale, exchange or other transfer of this Agreement, the Cannabis Business’s rights hereunder, or substantially all of the Cannabis Business’s assets dedicated to operation of the retail cannabis business under this Agreement to a third party; (ii) a sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of the Cannabis Business; (iii) any reorganization, consolidation, merger re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Cannabis Business or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Cannabis Business; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, provided that the effect of such occurrence is to change control of Company or responsibility for this Agreement to an entity that is not controlled by Company’s ultimate parent entity (as defined on the Effective Date of this Agreement in 16 CFR § 801.1(a)(3)).
- B. “Cannabis business permit” means the regulatory permit issued by the City to the Cannabis Business pursuant to the provisions of Chapter 5.28 of the Woodland Municipal Code.
- C. Cannabis retailer” means a premises permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale, as permitted by Chapter 17.84.120 of the Woodland Municipal Code.
- D. “City” means the City of Woodland.
- E. “City Permits” means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, including the Cannabis

Business Permit, licenses, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for the Cannabis Business to operate in accordance with this Agreement.

- F. “Commencement Date” means the date that all of the following have occurred: (1) the City has issued all necessary City Permits; (2) the Cannabis Business has obtained all necessary State Licenses to operate; and (3) the Cannabis Business has obtained a certificate of occupancy.
- G. “Community Development Director” means the Community Development Director and his or her designee.
- H. “Conditional Use Permit” means the conditional use permit issued by the City to the Cannabis Business pursuant to Chapter 17.100.100 of the Woodland Municipal Code.
- I. “Effective Date” means the date first entered above as the Effective Date that both Parties have signed this Agreement.
- J. “Gross Receipts” means the total amount actually received or receivable from sales and the total amounts actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in “gross receipts” shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, all cost of materials used, labor or service costs, interest paid or losses or other expenses. The following shall not be included in the definition of “Gross Receipts: (1) Cash discounts allowed and taken on sales; (2) Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit; and (3) Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded.
- K. “Manager” means a person with responsibility and authority over the establishment, management, supervision, or oversight of the operation of the Cannabis Business.
- L. “State License” means all licenses required to be issued by the State of California for operation of the Cannabis Business pursuant to Division 10 of the Business and Professions Code and applicable state regulations, including Division 42 of Title 16, Division 8 of Title 3, and Division 1 of Title 17 of the California Code of Regulations, as those provisions may be amended.
- M. “Subject Property” means that certain property located at 163 Court Street, Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference, which is the location of the Cannabis Business’s retail cannabis business.
- N. “Term” means the period of time this Agreement is in effect, and any renewal periods, as specified in Section 3.

3. Term of Agreement. The Term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years therefrom (“Initial Term”), unless earlier terminated as specified in this Agreement. Prior to the expiration of the Initial Term and any subsequent Renewal Period, the Parties may mutually agree to extend the Term of this Agreement for up to two (2) additional two-year (2-year) terms to run consecutively (each a “Renewal Period”).

4. General Terms and Conditions. The Cannabis Business shall comply with all of the following terms and conditions for the Term of this Agreement:

- A. This Agreement is only valid for the Cannabis Business at the Subject Property identified in this Agreement. An assignment of this Agreement or any interest herein by the Cannabis Business is not permitted unless consented to in advance in writing by the City, which consent may be conditioned, granted or withheld in City’s sole and absolute discretion.
- B. The applicant shall apply for and receive approval for a final Cannabis Business Permit and all other required City permits, such as building permits, including receipt of a Certificate of Occupancy, prior to commencement of operations.
 - i. Submission of Complete Tenant Improvement Plans: The applicant shall submit a complete submittal to the City Building Division for all applicable tenant improvements within three (3) months following the Effective Date of this agreement. The submission must include all necessary documentation, plans, and approvals required by the City to ensure compliance with applicable codes and regulations.
 - ii. Commencement of Construction: All construction related to the applicable building permits must commence within six (6) months of the Effective Date of this agreement. Failure to meet these timelines will result in the termination of the Operating Agreement.
- C. Any conditions placed on the Cannabis Business Permit and the Conditional Use Permit are hereby incorporated as conditions of this Agreement. Violations of the Cannabis Business Permit, the Conditional Use Permit and/or applicable State Licenses shall be deemed violations of this Agreement and shall constitute a material breach of this Agreement.
- D. The applicant shall commence operation of the cannabis business within 12 months of the approval date of the CUP consistent with Section 17.96.130 of the Woodland Municipal Code, or the City will withdraw the preliminary business permit award and this agreement shall be null and void.
- E. The Cannabis Business shall obtain and maintain at all times a valid Cannabis Business Permit, Conditional Use Permit, and applicable State License(s) prior to and during operation of the Cannabis Business.
 - i. As soon as practicable, the Cannabis Business shall inform the City when it obtains its necessary State License(s), and shall provide a copy of the State

License(s) to the Community Development Director. The City shall cooperate with the Cannabis Business as appropriate and as needed to facilitate the State's issuance of a State License(s) to the Cannabis Business.

- ii. The City shall diligently process the Cannabis Business's applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; nor does this Agreement constrain the City's discretion to determine compliance with all requirements regarding issuance of any City Permits. Nothing in this Agreement relieves the Cannabis Business of the obligation to comply with all requirements and application procedures set forth in Chapter 5.28 and Section 17.84.120 of the Woodland Municipal Code.

- F. The Cannabis Business understands, acknowledges and agrees to comply with all applicable then-existing state and local laws and regulations applicable to operation of the Cannabis Business, including Chapter 5.28 of the Woodland Municipal Code.

5. Operational Requirements. In addition to all operating requirements set forth in Article IV of Chapter 5.28 of the Woodland Municipal Code, the Cannabis Business shall comply with the following specific operational requirements:

- A. The Cannabis Business shall immediately notify the City Police Department of any criminal activity, or suspected criminal activity, occurring at the Subject Property. In the event of any internal security system breach, including a faulty alarm system, broken or damaged surveillance cameras or other video recording equipment, or broken or damaged locks, doors, or lighting which may increase risk of criminal activity at the Subject Property, the Manager of the Cannabis Business shall notify the City Police Department as soon as practicable after becoming aware of the security system breach. The Cannabis Business shall diligently attempt to fix or resolve any such security breach immediately; if circumstances require additional time and delay to remedy, the Cannabis Business shall so notify City police and provide an estimated timeline the breach will be cured.
- B. If the Cannabis Business receives any criminal threats, or otherwise suspects any criminal targeting related to movement of product or cash from or to the Subject Property, the Cannabis Business shall immediately notify the City Police Department.
- C. The City's Chief of Police, or his or her designee, may perform site inspections of the Cannabis Business during hours of operation, upon reasonable notice. The scope of the inspection shall be to ensure compliance with all conditions on the Cannabis Business, including compliance with state rules and regulations, such as but not limited to, track and trace requirements, product storage, labeling, and disposal of product, as well as accounting, ledgers for distribution, and other records and operating procedures. Upon reasonable notice by the City, the Cannabis Business shall provide proof, including through visual observation and confirmation by City staff, of any storage, disposal or distribution of product as may be necessary to ensure business compliance. Should the City discover any evidence of falsification of records or other practices inconsistent with City or State requirements, the Cannabis Business shall, upon written notice from

the City, immediately cease and desist operations until such time that the issues have been resolved, to the satisfaction of the City, in accordance with state and local regulations.

6. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including its operation of approved cannabis uses in the City during the Term, the Cannabis Business shall do all of the following:

A. Tax Payment. The cannabis business shall pay the required ten (10%) percent tax as required per Woodland Municipal Code Chapter 3.36, Cannabis Business Tax.

- i. Monthly Payments shall be calculated per calendar month, due and payable on the 15th day of the subsequent calendar month in accordance with Woodland Municipal Code Section 3.36(B). By way of example only, a Monthly Payment for the month of September would be calculated from September 1 through September 30, due and payable on October 15.
- ii. If a Monthly Payment is not paid in full within fifteen (15) days after it is due and payable, penalties and interest shall accrue as set forth in Woodland Municipal Code Section 3.36.100.
- iii. Monthly Payments shall be made to the City's Finance Department. In the event the Cannabis Business intends to pay a Monthly Payment in cash in an amount that exceeds \$5,000, the Cannabis Business shall notify the City in advance to make prior arrangements.
- iv. Accompanying the Monthly Payment, the Cannabis Business shall deliver to the City a report ("the Monthly Report") showing (1) Gross Receipts of the Cannabis Business for the immediate prior month; 2) a cumulative total of all amounts of Gross Receipts received by the Cannabis Business to date for the calendar year, (3) a calculation of the Monthly Payment currently due to the City; and (4) a calculation of the cumulative total of all Monthly Payments made to the City to date for the calendar year.

B. Community Benefits Plan. Pursuant to Section 5.28.180 (A)(6)(b), Exhibit "B" to this agreement, Community Benefit Plan, which is attached hereto and incorporated into this Agreement by this reference, describes the benefits the cannabis business has provided or will provide to the local community including direct aid, participation in, and commitment to funding the work of local nonprofits, community, civic, or social service based organizations, as well as the development of public outreach and education program related to risks of youth and drugs, and any other agreed upon community benefit between the City and applicant. The Cannabis business shall comply with and implement that Community Benefit Plan as a requirement of this Agreement.

- i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis business shall submit a Community Benefits Plan Summary Report in which all activities in support of local community organizations

or events as outlined in the Community Benefit Plan (Exhibit “B”), including the Community Benefit Payment, shall be identified, including the community service hours provided by the cannabis business (inclusive of staff service volunteer hours) in the year, and the Cannabis Business shall provide to City or its designee all appropriate receipts, payment verification and any other documentation requested by City as deemed necessary by City in its discretion to verify the Cannabis business’s compliance with the Community Benefit Plan.

C. Social Policy and Local Enterprise Plan. Pursuant to Section 5.28.180(A)(6)(c), Exhibit “C” to this Agreement describes the Cannabis Business’s Social Policy and Local Enterprise Plan.

i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis Business shall submit an updated Social Responsibility and Local Enterprise Plan in which the employee benefits, workforce development actions, local hiring practices, and minimum employee wage paid are identified for the prior year.

i. Minimum agreed upon hourly wage (living wage). The Cannabis Business hereby agrees to provide a minimum hourly working wage in the amount of \$20 for remainder of the calendar year following the Effective Date of this Agreement. The wages for employees of the Cannabis Business shall increase at the same rate as the state minimum wage.

D. Cannabis Business agrees to abide by the requirements of Chapter 5.28 of the Woodland Municipal Code and any other operating terms and conditions as mutually agreed by the parties to ensure that the social policy and local enterprise plan commitments and community benefits derived from the proposed cannabis business adequately address potential adverse impacts stemming from the operation of the Cannabis Business.

E. Records. The Cannabis Business shall keep accurate and adequate records and documentation to reflect its monthly gross receipts and information concerning required payments. Pursuant to section 5.28.340 of the Woodland Municipal Code, the Cannabis Business shall maintain all such records for at least three (3) years, and shall produce those records to the City within 24 hours after receipt of the City’s request.

7. Termination. The City and/or Cannabis Business may terminate this Agreement prior to expiration of the Term for the reasons and subject to the requirements set forth below. The Cannabis Business understands and acknowledges that the right to operate the Cannabis Business is expressly contingent on full execution of an Operating Agreement, as required by section 5.28.180(A)(9) of the Woodland Municipal Code. As such, termination of this Agreement shall

result in the immediate termination of the Cannabis Business's operations, unless and until a new Operating Agreement is executed by the Parties

A. City's Termination Rights. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after the City provides written notice of termination to the Cannabis Business, if any of the following circumstances occurs:

- i. The Cannabis Business breaches its obligation to pay the Monthly Payments of the Cannabis business tax when due and fails to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of default.
- ii. The Cannabis Business breaches its obligation to perform in accordance with any material provision of this Agreement, other than the obligation to pay the Monthly Payment, and: (A) does not cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach or, if the breach cannot reasonably be cured within 30 days, (B) does not begin work to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach. The Parties may mutually agree in writing to extend the time period to cure the breach. The express designation in this Agreement of a provision as "material" does not imply that other provisions are not material.
- iii. The Cannabis Business fails to obtain and maintain at all times prior to and during operation of the Cannabis Business a valid Cannabis Business Permit and State License(s), or violates any condition of approval of the Conditional Use Permit.
- iv. The uses and business activities of the Cannabis Business are declared unlawful by order of Court, or become illegal by operation of State law.

B. Cannabis Business's Termination Rights. The Cannabis Business may, at any time and in its sole discretion, effective thirty (30) days after the Cannabis Business provides written notice of termination to the City, may terminate this Agreement if the Cannabis Business has permanently ceased operations, or intends to cease operations within thirty (30) days, in the City of Woodland.

8. Release & Indemnification. The Cannabis Business shall release and hold harmless the City, its agents, officers, elected officials, staff and employees (collectively, "City Parties") from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of Chapter 5.28 of the Woodland Municipal Code, or any provision of the Zoning Code relating to the Cannabis Business, and (ii) any arrest or prosecution of the Cannabis Business or its owners, Managers, staff, employees, or members for violation of state or federal laws. The Cannabis Business shall further defend, indemnify and hold harmless the City Parties from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from or related to the

Cannabis Business operations at the Subject Property, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind, including bodily injury, death or property damage, arising out of the distribution of cannabis or cannabis products at the Subject Property. The obligations in this Section 8 Release & Indemnification shall survive any expiration or termination of this Agreement.

9. Insurance.

A. Time for Compliance. The Cannabis Business shall not begin operations until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall constitute a material breach of this Agreement.

B. Types of Required Coverages. Without limiting the indemnity provisions of this Agreement, the Cannabis Business shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

i. Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

ii. Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

iii. Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

C. Endorsements.

i. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability shall be endorsed to provide the following:

a. Additional Insured. The City’s indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising

out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- b. Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
 - c. Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
 - d. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
 - e. Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
 - f. Applicability. That the coverage provided therein shall apply to the obligations assumed by the Cannabis Business under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- ii. The policy or policies of insurance required by this section for Workers’ Compensation shall be endorsed, as follows:
 - a. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City’s indemnified parties.
 - b. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- D. Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City’s indemnified parties in the same manner and to the

same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

- E. Evidence of Insurance. The Cannabis Business shall, concurrently with execution of this Agreement or as soon thereafter as may be authorized by the City, deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, the Cannabis Business shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Failure to Maintain Coverage. The Cannabis Business agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.
- G. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- H. Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Cannabis Business's policies, or the Cannabis Business shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured.

10. Notice. Any notice or other communication provided pursuant to this Agreement must be in writing and shall be considered properly given and effective only when mailed or delivered in the manner provided by this Section 11 to the persons identified below. A mailed notice or other communication shall be considered given and effective on the third day after it is deposited in the United States Mail (certified mail and return receipt requested). A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 11.

If to the City:

City of Woodland
City Manager's Office
300 First Street

If to Cannabis Business:

Woodland, California 95695
Attention: Ken Hiatt

11. Force Majeure.

- A. “Force Majeure Event” means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party’s reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- B. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or Cannabis Business is prevented or delayed because of a Force Majeure Event, then the time for performance shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

12. Waiver. A Party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party’s breach of this Agreement shall not constitute a waiver of any performance, right, or remedy. A Party’s waiver of the other Party’s breach of any provision in this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

13. Relationship of Parties. This Agreement does not create any employment relationship, ownership interest, or other association between the City and Cannabis Business. Nothing herein shall be construed to create the relationship of principal and agent, partnership or other joint venture between the City and Cannabis Business.

14. Attorneys’ Fees. The Party prevailing in any litigation concerning this Agreement, the Subject Property, or the Cannabis Business operations, shall be entitled to an award by the court of reasonable attorneys’ fees and litigation costs. If the City is the prevailing party, then this Section shall apply whether the City is represented in the litigation by the designated City Attorney or by outside counsel.

15. Severability. If a court with jurisdiction finds any provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect, and to this end this Agreement shall be severable.

16. Counterparts. The parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which shall collectively constitute this same Agreement.

17. Integration and Modification. This Agreement sets forth the Parties’ entire understanding and agreement regarding the matters addressed herein. This Agreement supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by written agreement signed by both Parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth on this Agreement.

City of Woodland

**Cannabis Business:
P.F.F. Consulting Inc. dba Woodland
Cannabis Dispensary**

By: _____
Ken Hiatt, City Manager

Dated: _____, 2024

By: _____

Dated: _____, 2024

By: _____

Approved as to Form

Dated: _____, 2024

Woodland City Attorney

By: _____
Ethan Walsh, City Attorney

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT A POINT ON THE NORTH LINE OF COURT STREET AT A POINT 200.75 FEET WEST OF A POINT WHERE THE WEST LINE OF CLEVELAND STREET INTERSECTS THE NORTH LINE OF COURT STREET IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, RUNNING THENCE NORTH 159 FEET TO AN ALLEY, THENCE WEST 55.5 FEET, TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO EMMA C. COLLIER, BY DEED RECORDED MAY 23, 1955, IN BOOK 454 OF OFFICIAL RECORDS, AT PAGE 203; THENCE SOUTH ALONG THE EAST LINE OF SAID COLLIER PROPERTY, 159.00 FEET TO THE NORTH LINE OF SAID COURT STREET; THENCE EAST 55.5 FEET TO THE PLACE OF BEGINNING, AND BEING THE SAME PARCEL OF LAND CONVEYED TO A. DAHLER BY TWO SEPARATE DEEDS, RECORDED MARCH 12, 1886, IN BOOK 40, PAGE 78 OF DEEDS, IN THE OFFICE OF THE COUNTY OF YOLO; AND RECORDED APRIL 10, 1905, IN BOOK 66, PAGE 46 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YOLO.

PARCEL TWO:

BEGINNING AT A POINT ON COURT STREET, WEST OF CLEVELAND STREET IN SAID CITY OF WOODLAND, WHERE THE EAST LINE OF A LOT NOW OR FORMERLY OWNED BY HENRY DAHLER, ET AL, INTERSECTS THE NORTH LINE OF COURT, (THIS POINT IS ALSO IDENTIFIED AS BEING 200.75 FEET WEST OF THE WEST LINE OF CLEVELAND STREET) AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID DAHLER LOT ONE HUNDRED SIXTY (160) FEET, MORE OR LESS, TO A TWENTY (20) FOOT ALLEY; THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY, FIFTY-FIVE (55) FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE LOT CONVEYED BY MAGGIE REARDON TO D.A. RALLS BY DEED DATED NOVEMBER 29, 1909, AND RECORDED NOVEMBER 30, 1909, IN BOOK 74 OF DEEDS, PAGE 102; THENCE SOUTH ALONG THE WEST LINE OF LOT OWNED BY RALLS ONE HUNDRED SIXTY (160) FEET MORE OR LESS TO THE NORTH LINE OF COURT STREET; THENCE WEST ALONG THE NORTH LINE OF COURT STREET FIFTY-FIVE (55) FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

APN: 005-562-023-000

EXHIBIT “B”

COMMUNITY BENEFIT PLAN

Community Benefit Payment

Woodland Cannabis Dispensary commits to donating 2% of the company's annual business gross receipts to local 501(c)(3) non-profit(s) that are active in the City of Woodland.

Event Sponsorships

WCD commits to providing support and education to the community through sponsorships and educational booths and would like to sponsor at least one event per year and have an educational booth at the event. The cost of sponsorship will vary according to the event. Including but not limited to the Farmers' markets, Woodland's Annual Tomato Festival, Yolo Farm to Fork, Dinners on Main, Woodland Holiday Parade, Fall Harvest Fest, Christmas Tree Lighting, Craft is Art Christmas Fair, Woodland's First Friday, The Honey Festival, The Almond Festival, Woodland Chamber of Commerce events, Woodland Rotary events, and Golf tournaments.

Big Days of Giving

In addition to the 2% of the company's annual business gross receipts, WCD will provide 5% of net profits to a local charity one day a year called the Big Day of Giving. WCD commits to advertising Big Days of Giving through social media, website and in house signs to ensure customers/members are informed of the best days to shop to contribute to the community.

Adopt-A-Highway Program

WCD has committed to maintaining the stretch of roadside on Highway 5 heading North between E Kentucky Ave. and East St. exits through the Caltrans Adopt-A-Highway Program. WCD has contracted with an Adopt-A-Highway approved vendor to maintain the beautification of this area.

Meals on Wheels Program

Yolo County Meals on Wheels is closed for 10 holidays each year. On those days, they provide a sack lunch (delivered the day before along with a regular hot meal) to their home delivery clients so they don't miss a meal. WCD has committed to being a sponsor of one of these 10 holidays by providing donations that help to provide a more substantial meal with extra nutrition, such as additional protein, a carton of eggnog, fresh fruit, and a treat. The donation would include items for special occasions like flags for the 4th of July, to make the meal special for the holiday.

Volunteer Services: Hours of Commitment

As part of the Community Benefit Plan to the City of Woodland, WCD commits to providing paid time for employees who want to volunteer for local charities and events. 8 hours per month will be provided for full time employees and 4 hours per month for part time employees.

WCD will provide an in-house employment position for a Community Outreach Coordinator. The Community Outreach Coordinator will coordinate with local charities and the Chamber of Commerce to ensure that WCD employees are volunteering effectively.

EXHIBIT “C”

SOCIAL POLICY AND LOCAL ENTERPRISE PLAN

Local Hiring

Upon the start of operations, Woodland Cannabis Dispensary intends to hire 10 employees from the City of Woodland, 10 of which will be full-time. With the growth of business, Woodland Cannabis Dispensary anticipates hiring up to 25 employees.

WCD is committed to hiring 100% Woodland and Yolo County residents, and is committed to creating a diverse environment in terms of age, race, ethnicity, national origin, gender, and socioeconomic status.

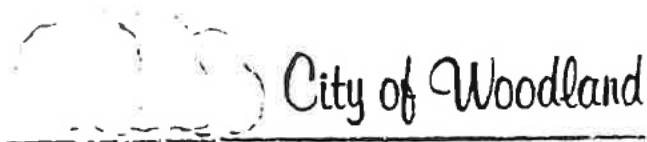
Employee Wages and Compensation

WCD is committed to providing a living wage to all employees, with starting wages ranging from \$20 to \$40 per hour depending on position and experience, and is committed to granting raises after a 90-day probationary, educational, and training period, with additional raises possible on an annual basis, upon promotion, or based on performance. WCD is committed to offering bonus incentive programs, including an annual monetary holiday bonus based on tenure and additional bonuses or gift certificates for exceptional performance. The company is committed to providing staff with regular paid meals on busy days and holidays, as well as winter and summer company parties. As part of the Community Benefit Plan, WCD is committed to providing paid time for employees to volunteer for local charities and events, up to 8 hours per month for full-time employees and 4 hours per month for part-time employees.

Continuing Education

WCD is committed to providing employees with paid continuing education, including weekly education, field trips, guest speakers, and online training. WCD is also committed to staying updated on cannabis science, therapeutic uses, and safe consumption. WCD will provide lectures on cannabis updates, products, research, and industry standards, and is also committed to offering outside continuing education options, including industry conferences and online courses from platforms such as Healer.com, AmericansForSafeAccess.com, GreenFlowerMedia.com, and ProjectCBD.com.

WCD is committed to promoting from within through the Ownership Incubator Program ("OIP"). The company is committed to supporting employees' professional growth and offering opportunities to found their own cannabis ventures.



Community Development Department
300 First St, Woodland CA 95693
Phone (530) 661-5820 Fax (530) 406-0682
www.cityofwoodland.org

General Application Form

1. OWNER/APPLICANT

Property Owner:
Paul Blavins
Mailing Address:

City State Zip Code:

Phone Number:

E-mail Address:

Project Applicant:
P.F.F. Consulting Inc.
Mailing Address:

City State Zip Code:

Phone Number:

E-mail Address:

2. PROJECT DESCRIPTION

Project Name:
P.F.F. Consulting Inc.
Total Acres or Square Feet:
0.403 Acres 3512 + SF
General Plan Land Use Designation:

Site Address or Location:
1163 Court St
Assessor's Parcel Number(s):
005-562-023-000
Is Project in Flood Zone? Yes ☐ No ☒

Existing Zoning:
Community Commercial

Requested Entitlement/Permit Type:
Conditional use permit

PROJECT NARRATIVE/JUSTIFICATION STATEMENT: On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

3. AUTHORITY TO FILE APPLICATION

Check one: Property Owner ☐ Power of Attorney* ☐ Contract to Purchase* ☐ Other* ☒
*Attach Evidence of Authority/Letter of Agency (see attached template)

ACKNOWLEDGEMENT: I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT



Legal Owner

1/1/24
Date
6-10-24
Date



Legal Owner

Date

P.F.F. Consulting Inc.
dba: Woodland Cannabis Dispensary (WCD)
Business Plan

Ownership Structure

P.F.F. Consulting Inc. is a California Corporation doing business as Woodland Cannabis Dispensary (WCD). Laura Mendez is the CEO, Deanna Garcia is the CFO, and Kimberly Cargile is the Secretary.

Ownership Team's Professional Experience

The Woodland Cannabis Dispensary ownership team has decades of experience in retail cannabis storefront management and operations. They have worked together as managers, founders and owners many times over. The ownership team has professional and educational experience that will allow WCD to build a fiscally sound, socially conscious, equal-opportunity business. The WCD leadership team has the well-rounded backgrounds necessary to successfully operate a cannabis storefront retail business in Woodland. The WCD ownership team has demonstrated this ability several times over by successfully founding and operating seven state-licensed cannabis retail storefronts in Northern and Central California, as well as two cannabis cultivation sites and a manufacturing and distribution company.

Kimberly Cargile: Corporate Secretary, Board Member, Shareholder

For almost twenty years now, Kimberly Cargile has been dedicated to advancing the medical cannabis industry in California through advocacy and education. She is the founder and/or co-owner of seven licensed storefront cannabis dispensaries (A Therapeutic Alternative, Davis Cannabis Collective, Dixon Wellness Collective, Napa Cannabis Collective, Chuck's Wellness Collective and Tracy Cannabis Collective), two cannabis cultivation sites (Yolo Family Farms and Woodland Roots), and a cannabis manufacturing and distribution company (Khemia).

In 2006, she graduated from Humboldt State University with a degree in Liberal Studies, with a minor in Psychology and a focus on Social Justice. In 2007, Kimberly moved to Sacramento to begin her career in cannabis working as a manager at one of California's first medical cannabis dispensaries, Capital Wellness Collective. There she designed policies and procedures for storefront cannabis dispensary operations and implemented all systems related to a business model for: membership compliance, cash management, human resources, bookkeeping, accounts receivable, accounts payable, marketing, advertising, product purchasing, inventory management, public relations, licensing and permits.

In 2012, Kimberly was appointed Executive Director of A Therapeutic Alternative ("ATA"). ATA is a California State licensed storefront cannabis retail business, located in upscale East Sacramento. She was able to use her experience developing operating systems as a manager to develop operating systems at her own company. There she once again designed policies and procedures for storefront cannabis dispensary operations and implemented all systems related to a business model for: membership compliance, cash management, human resources, bookkeeping, accounts receivable, accounts payable, marketing, advertising, product purchasing, inventory management, public relations, licensing and permits.

Kimberly created the Ownership Incubator Program ("OIP") at her retail storefront in Sacramento, A Therapeutic Alternative, to promote employees internally and assist them in founding and operating their own licensed cannabis businesses. Through this program, she has successfully launched ten licensed cannabis businesses and elevated employees into partnership and ownership. She has been able to train her new business partners on compliant operating policies through the OIP and use these policies at all of the companies that she co-owns as will be done at Woodland Cannabis Dispensary.

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dba: Woodland Cannabis Dispensary (WCD)
Business Plan

Kimberly Cargile has been advocating for storefront cannabis dispensaries in her husband's hometown of Woodland for over seven years now and is looking forward to providing her experience and education to serve Woodland's citizens.¹

Laura Mendez: Chief Executive Officer, Board Member, Shareholder

Laura Mendez has over seventeen years in cannabis retail management. In 2006, Laura began working in the cannabis industry at a retail storefront dispensary, Capital Wellness Collective in Sacramento, where she quickly worked her way up to management. As General Manager, Laura communicated with every department and oversaw budgeting, purchasing, inventory, human resources, maintenance, security and safety compliance.

In 2011, Laura joined the team in opening and operating River City Phoenix dispensary in Sacramento. As General Manager she oversaw and was responsible for maintaining overall operations of the business. In 2015, Laura began working at A Therapeutic Alternative. She started out working the front desk as a receptionist and served as a cannabis sales counselor, shift lead, front desk manager and compassion program manager. She was soon promoted to upper management. In 2018 she assisted in the transition of the medical dispensary operation into the regulated adult use market.

As human resources manager, she was responsible for employee reviews, hiring, terminations, development, training, and scheduling. Laura trained other managers in product management, general management, and product purchasing. She ensured security plans were up to date, conducted bookkeeping, ran cash management systems, managed financial systems and sales data, and conducted quarterly audits. She maintained business records, including human resources, financial, and training records.

Laura joined the Ownership Incubator Program early on and has dedicated her time in helping to operate A Therapeutic Alternative while advocating for Woodland to move forward with permitting retail storefront dispensaries since 2017. During this time she has attended city council meetings, planning commission meetings, volunteered for local charities, coordinated trash pick ups in the City and in parks; and donated essential items to the homeless in ATA's homeless outreach program and various Woodland charities. She has attended many conferences in order to expand her knowledge and expertise. She has worked with many advocacy organizations such as the California Cannabis Industry Association, California NORML and Americans for Safe Access as part of Lobby Days. In her position at A Therapeutic Alternative, Laura has worked diligently to shape the industry and set high standards for current regulations.

Laura has been advocating for an ordinance regulating cannabis storefront dispensaries in the City of Woodland for many years now.² She is looking forward to bringing her experience to Woodland Cannabis Dispensary as the CEO and Operating Director. Laura and her husband have raised their

¹

<https://www.dailydemocrat.com/2017/12/04/cannabis-dispensary-owner-calls-woodland-home-seeks-local-storefront/>

² <https://www.dailydemocrat.com/2019/03/02/cannabis-dispensaries-may-be-in-woodlands-future/>

P.F.F. Consulting Inc.
dba: Woodland Cannabis Dispensary (WCD)
Business Plan

children in West Sacramento for the last 22 years and Woodland is a major part of their life together. They look forward to moving to Woodland and becoming a part of the community not only as a business owner but residents as well.

Deanna Garcia: Chief Financial Officer, Board Member, Shareholder

Deanna Garcia has 25 years of experience in the cannabis industry. Deanna is co-owner of eight state-licensed cannabis companies, including Dixon Wellness, Napa Cannabis Collective, Chuck's Wellness Collective, Tracy Cannabis Collective, Pocket Dispensary, Yolo Family Farms, Woodland Roots, and Khemia Manufacturing and Distribution.

In her ownership roles, she has operated every aspect of business, including government relations, business planning, financial planning and preparation of pro forma budgets, patient advocacy, administrative management, marketing, advertising, product purchasing, inventory management, public relations, community organizing, licensing and permitting. Deanna's ingenuity has streamlined micro- and macro-cannabis business operations to improve community wellness and benefits.

In 2018, Deanna successfully completed the OIP at ATA. Through the OIP, Deanna received training on every position in a cannabis retail business. In 2020, she graduated from the Sacramento Cannabis Opportunity Reinvestment & Equity (CORE) Program, making her a verified Equity Applicant. This is a strategic decision that qualifies Deanna for resources from the City to start a cannabis business. Deanna is a member of the Diversity, Inclusion, Social Equity Committee for the California Cannabis Industry Association, advocating for legislation for those who have been harmed by the war on drugs.

Ashley Kammerer: Board Member, Shareholder

Ashley Kammerer graduated from California State University, Sacramento in 2012 and received a Bachelor of Science Degree in Business Entrepreneurship. At that time, she started her own business, Cannabonist, where she developed her business skills that she learned in college. At her retail store on J Street in Sacramento, she was able to meet many business owners and advocates in the cannabis industry.

She was recruited by Kimberly Cargile in 2014 because of her strong business acumen and education. Kimberly had recently been appointed as the Executive Director of a storefront cannabis dispensary in Sacramento and needed a strong manager to help run the day to day operations. Ashley accepted the position and began operating storefront cannabis dispensaries in 2014 with her position at A Therapeutic Alternative. There she was trained in every position at the dispensary through the Ownership Incubator Program. In 2018 she aided the company in its transition from operating as a medical use facility to an adult use and medical facility, integrating the Bureau of Cannabis Control's new regulatory system and writing Standard Operating Procedures for the company that were compliant with the regulations.

Later that year, she partnered with Kimberly Cargile to found Davis Cannabis Collective in Davis, CA.³ She is currently the CEO and CFO of Davis Cannabis Collective (DCC). DCC is a Micro Business and is licensed by the City of Davis and State of California Department of Cannabis Control for retail cannabis and

³ <https://www.davisenterprise.com/news/business/davis-cannabis-collective-healers-not-dealers/>

P.F.F. Consulting Inc.
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Business Plan

delivery, manufacturing, and distribution. In this position she oversees all operations of the company from reception, to sales to product purchasing and inventory. She is responsible for all bookkeeping, accounts payable, taxes, licenses, corporate compliance and human resources. Today, she advocates for other cannabis businesses by advising them on creative solutions, product development, and strategies to aid in their success and encourage their business growth. Ashley is proud that her company has made a tremendous positive impact on the City of Davis and local charities. To date, Davis Cannabis Collective has contributed over \$70,000 to the Davis Unified School District, over \$70,000 to First 5 Yolo, and \$11,000 to Yolo Crisis Nursery.

Judy Fann: Board Member, Shareholder

Judy Fann was born and raised in Woodland. She worked in retail sales for 15 years at Woodland companies: Maladies Hair Salon, Breits Family Store and Gottschlaks before starting her journey with horticulture at the Yolo County Fairgrounds. She worked designing fair booths there for 25 years before retiring. Throughout that time, she also raised her family in Woodland and volunteered at her children's schools and sports. In 2013 Judy began her work in the cannabis industry at her son and daughter in law's dispensary, at A Therapeutic Alternative. There she had the opportunity to give back to the community as the Community Coordinator. She volunteered many hours helping with ATA's homeless outreach program; handing out food, sleeping bags, personal hygiene necessities and cleaning up parks. In 2016 Judy broke her leg and needed surgery. With her pain being so intense she turned to her daughter in law for help. This is when she first tried a cannabis gummy and it gave her much needed relief. Since this experience Judy has advocated for the use of cannabis in the senior community. She has spoken at City Council meetings and attended community events as an advocate and advisor for senior cannabis use. She looks forward to her position in her hometown of Woodland where she will be able to continue her education and community outreach to seniors.

Paulette Smyth: Board Member, Shareholder

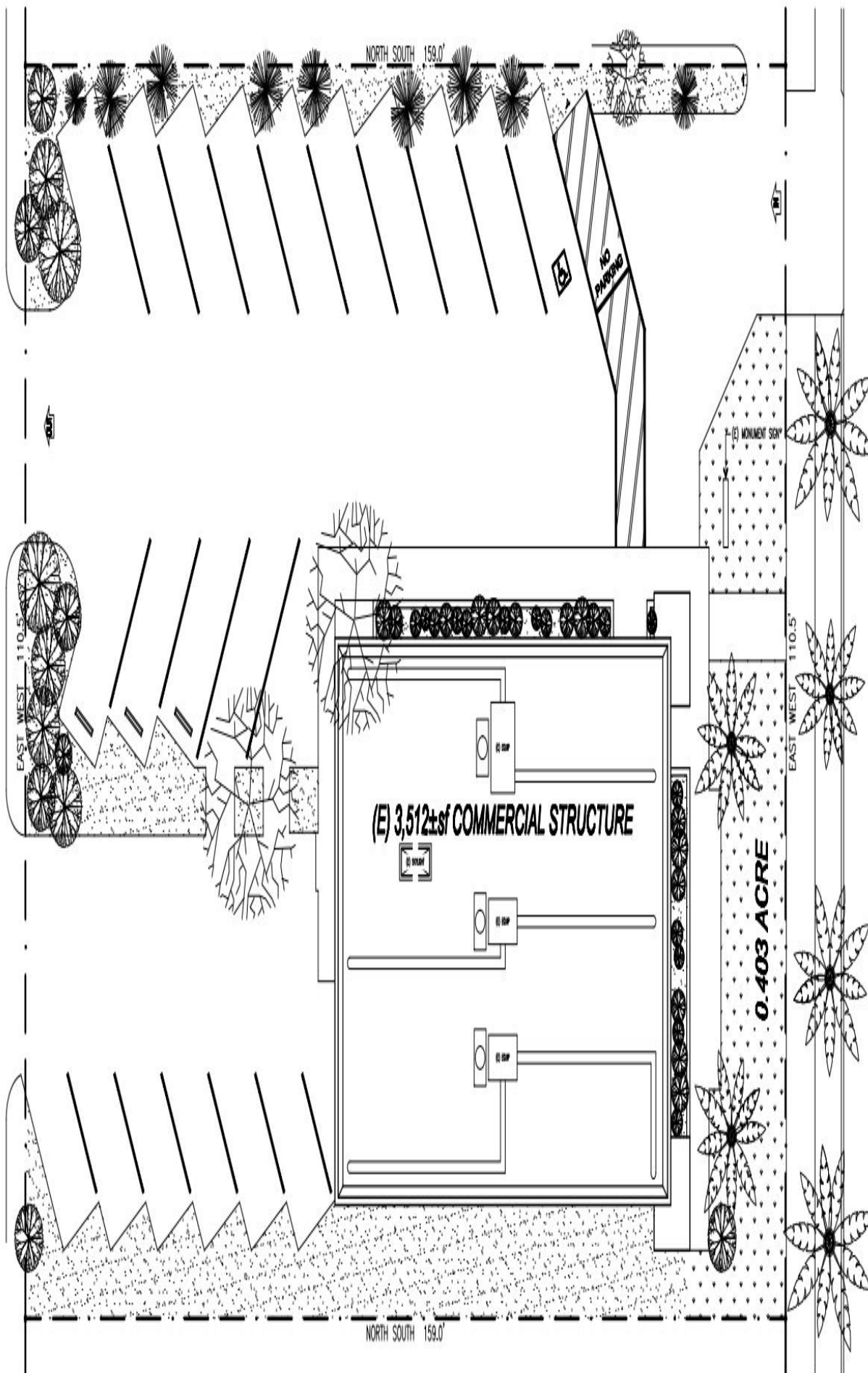
Paulette Smyth was born and raised in Woodland. She worked for Yolo County for 33 years until she retired as an Office Support Specialist in 2009. Paulette had not fully understood the benefits of medical cannabis until she had the opportunity to work at her niece and nephew's dispensary, A Therapeutic Alternative from 2016 to 2018. There she worked as receptionist, bookkeeper and in data entry. She brought with her to the operations of the dispensary years of experience in data entry, accounting, bookkeeping, purchasing, accounts payable, customer service and accountant management from her job at the County. She had never used cannabis recreationally; however, when she was diagnosed with cancer in 2018, she asked her niece, and now business partner, Kimberly Cargile to bring her some cannabis oil to deal with the pain, nausea and insomnia. She was very thankful to have had the opportunity at the dispensary to work with patients and see how cannabis helped them. This gave her the ability to try it herself when she needed it most. She is now in remission and is looking forward to using her first hand experience as a medical cannabis patient to help other cancer patients obtain safe cannabis products and education in her hometown of Woodland.

Financial Management Experience and Plan

The Board of WCD collectively brings over 50 years of cannabis retail operations and management-level experience. The leadership team has professional and educational experience that will allow WCD to build a fiscally sound, socially conscious, equal opportunity, educated, and holistic business. CCC leadership has demonstrated this ability several times over by successfully founding and operating seven

P.F.F. Consulting Inc.
dba: Woodland Cannabis Dispensary (WCD)
Business Plan

state-licensed cannabis retail storefronts in Northern and Central California, as well as two cannabis cultivation sites and a manufacturing and distribution company.



COURT STREET

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Community Relations and Neighborhood Compatibility Plan

WCD's goal is to maintain a symbiotic relationship with neighboring businesses and the residents of the community. The ownership team has already begun making introductions and sharing information about WCD with neighboring businesses and residents, providing contact information and encouraging them to contact WCD directly if concerns arise. WCD will be an active member of the Neighborhood Watch program and will partake in neighborhood meetings to keep the company up to date on community issues.

Community Introductory Letter

Neighborhood outreach is WCD's primary method to seek community input. WCD has already taken the walk through the community within 600 feet of the premise and introduced the team to establish open lines of communication and build a foundation for great community relations. WCD invited neighbors to planned open houses and informed neighbors that they were available for questions and communication at any time. During neighborhood canvassing, WCD did not receive any negative reactions or comments related to the application for a commercial retail cannabis business at the location. In contrast, WCD received a great deal of positive feedback. In an effort to continue fostering these relationships, WCD prepared a Neighborhood Introductory Letter, which we will continue to distribute throughout the community to ensure neighbors know that they are available for any questions or concerns.

Open Houses

WCD has already held three successful Open Houses in 2021 and 2022 and is planning for a few more in 2023. These Open Houses were advertised in the Daily Democrat¹² as well as by the WCD team walking the neighborhood and handing out Introduction letters to our neighbors within 600 feet of our location. WCD believes that by providing an open line of communication with our neighbors we will be able to address their concerns proactively as we provide them with a better understanding of how we can have a positive impact on the community. WCD has found that providing transparency and an open forum for the community to meet the operators and tour the facility often eliminates concerns and encourages positive communication. Providing a space where our neighbors can see firsthand the education, professionalism, and security features of the facility has been a very positive experience. WCD will continue ongoing open houses after opening, along with other events, on an annual basis or as needed to ensure all concerns from our neighbors or the community are being heard and addressed. WCD will encourage its neighbors and community to bring to WCD's attention any concerns they may have about WCD's operations, procedures, or customers/member's behavior. WCD considers feedback crucial to its success in the community, and the WCD team is committed to promptly resolving any community concerns.

¹ <https://www.dailydemocrat.com/2022/09/28/woodland-cannabis-collective-to-host-dispensary-open-house-friday/>

² <https://www.dailydemocrat.com/2022/04/15/woodland-cannabis-collective-holds-open-house/>

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Community Relations and Neighborhood Compatibility Plan

Membership Guidelines

WCD's first line of defense in nuisance mitigation is prevention. The Membership Guidelines are a set of guidelines that the company's staff, customers/members, vendors, contractors, and visitors must follow at all times. These guidelines outline the importance of responsible and safe cannabis use, as well as the expectations of WCD customers/members with regard to behavior in and around the establishment. Many adverse impacts can be prevented by establishing clear rules and procedures that deter negative actions. All persons will agree to follow the guidelines when they join the Woodland Cannabis Dispensary. If a person does not follow the Membership Guidelines, they will lose their membership access to the facility.

Signage Plan

In an effort to prevent undesirable behaviors that may lead to neighborhood complaints, WCD will provide signage throughout the premises displaying the most important rules. WCD will provide the following signage in accordance with our Security Plan, City of Woodland, and State of California Cannabis Regulations. Each sign described below will be at least eight inches by 10 inches in size and will be displayed at all times in a conspicuous place so that it may be readily seen by all persons entering the business site. "Juveniles are Prohibited from Entering this Site." "Smoking, Ingesting, or Otherwise Consuming Cannabis on this Site Or within 50 feet of this Site is Prohibited." "The sale or diversion of cannabis or cannabis products without a permit issued by the City of Woodland is a violation of State law and the Woodland City Code." "Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest." "Patrons must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance." "Warning: the use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery." "Video Surveillance and Camera Recording System is in Operation 24/7."

Security

WCD will employ uniformed Private Patrol Security Officers licensed by the Bureau of Security and Investigative Services to ensure that customers/members, employees, and visitors, as well as the facility, neighbors, and parking lot, remain safe and secure. The presence of security is an added benefit to the neighborhood, which WCD is happy to provide. Onsite security will monitor the video surveillance system capturing the building interior, perimeter, and all surrounding parking lot areas, including the back alley, to ensure all Membership Guidelines city and State regulations are being followed at all times. If and when need be, the PPSOs will be trained and capable of enforcing all rules and regulations. Security cameras have been helpful to many neighbors who have been in need of surveillance for different types of incidents that do not involve the dispensaries. WCD will provide video footage of any incident when appropriate which in turn has a positive impact on neighbor relations and builds a trusting relationship in the community.

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dba: Woodland Cannabis Dispensary (WCD)
Community Relations and Neighborhood Compatibility Plan

Proactive Complaint Response

WCD will take all complaints seriously and will work to resolve issues in a prompt, thorough, and respectful manner. Initial and annual employee training(s) will include guidance on the importance of positive and respectful neighbor relations. All staff will be trained to report all noise, lighting, odor, litter, loitering, traffic or any other complaints to management immediately.

Noise

WCD's retail environment is similar to an office. The music played in the lobby and point of sales area is always kept at a low volume so that conversations can easily be heard. Per WCD Membership Guidelines, WCD asks all customers/members to be kind and respectful to staff, other patrons, the premises, neighboring businesses, and residences. WCD understands that noise pollution impedes the tranquility of the community, and WCD will proactively address potential issues by limiting noise from customers/members and addressing expectations with all potential customers/members.

Light

WCD will ensure that security lighting will not be a nuisance to our neighbors or pollution to our skies by selecting proper light fixtures with the ability to direct light downwards rather than up or out. A portion of WCD's exterior lighting will be motion-sensitive. This guarantees there is no light intrusion on the neighbors. Windows will be tinted to prevent interior light from escaping to ensure that the lights are not invasive to neighbors. WCD's proposed location is fortunate to be in a stand alone building with a private parking lot, a large amount of lighting, and on a street that is lit up in the evening and night-time hours. This will give the neighbors, pedestrians, and customers/members a sense of security.

Odor

As required by state regulations, all products will arrive at the licensed retail premises in tamper-evident child-resistant packaging. The packaging prevents odor from becoming a nuisance at retail storefront locations. WCD will not package any cannabis products onsite and will only remove the product from a package when it is deemed cannabis waste. All cannabis waste will be kept in a smell-proof sealed container. WCD will use carbon and HEPA air filters in the HVAC system to eliminate any potential residual odors in and outside of the building. Furthermore, backup portable air purifiers with carbon and HEPA filtration will assist in keeping any odor contained within the licensed premises. WCD will utilize HEPA active carbon air filtration and negative pressure airflow. This system, coupled with staff training on odor control and mitigation practices, will work effectively and efficiently to neutralize odor.

Public Consumption

Consumption of cannabis will not be allowed nor tolerated on or near the premises in compliance with the City of Woodlands ordinance. This rule is included in WCD's Membership Guidelines that all new customers/members must agree to. As part of the company's prevention procedures will be to post signs prominently at each entrance with a clear and legible notice consistent with the City of Woodland's ordinance: **"Smoking, Ingesting, or Otherwise Consuming Cannabis on this Site Or within 50 feet of this Site is Prohibited."** Security guards will be monitoring the entire site via 24/7 video surveillance. When a person is seen on camera violating this rule, he or she will lose their rights at Woodland Cannabis Dispensary.

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Community Relations and Neighborhood Compatibility Plan

Loitering

Loitering will not be permitted on the premises of WCD. The company's Membership Guidelines and Signage will provide the rules to follow. **"Patrons must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance."** Security cameras, monitored by PPSOs and company managers, will be active during operating hours, and both parties will be available to kindly enforce the rules if necessary.

Litter

WCD is dedicated to the preservation and beautification of its location and its neighboring properties. Therefore, the WCD team has committed the staff to provide daily community walks in which WCD will pick up litter and assess the surrounding neighborhood for signs of loitering and graffiti. WCD gladly accepts the responsibility to ensure a safe and secure environment as well as upkeep and improve the grounds, the facility and the surrounding neighborhood. WCD Membership Guidelines prohibit littering and require customers/members to dispose of trash in proper receptacles. WCD will place trash and recycling receptacles in conspicuous locations to help promote proper waste management. WCD's company waste and recycling dumpsters will be kept locked at all times. No cannabis waste will be disposed of in the dumpster. Instead, cannabis waste will be held in the product storage room in a sealed box until a cannabis waste company compliantly transports waste away from the premises.

Vehicle and Pedestrian Traffic

WCD expects foot and vehicle traffic in the neighborhood to increase with the addition of our business. The premises include a large parking lot with 20 private parking spaces with 1 ADA space available. Along the street are three additional spaces directly in front of the building on Court Street and seven additional spaces across the street. To keep parking readily available and reduce traffic, WCD will encourage customers/members to utilize our "Express Order" program. Customers/Members can order online or over the phone to expedite their visit to WCD, thus reducing traffic congestion. WCD uniformed Private Proprietary Security Officer (P.P.S.O.) will monitor security cameras in the parking lot to identify any parking or traffic issues and address them immediately.

Responsible Party for Community Outreach and Communication

WCD has appointed Chief Executive Officer and owner Laura Mendez as the company's Community Liaison and 24/7 contact for concerns and complaints. The Community Liaison will be available to address any questions, concerns, or complaints from residents and neighboring businesses via phone, email, or in person, twenty-four hours a day, seven days a week and will be onsite during operating hours Monday through Friday.

WCD will display on the front door the name, cell phone number, and email address of the Community Liaison for ease of access for neighbors, interested parties, the city, and law enforcement. The Community Liaison will also be available to the Woodland City Manager and Woodland Police Department at all times to address any issues related to WCD.

The Community Liaison will have access to the video cameras on their phone and computer to be able to view the premises at all times. The Community Liaison will perform a daily review of call and email complaint logs to ensure that all complaints have been addressed promptly and that WCD's operations

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Community Relations and Neighborhood Compatibility Plan

do not have adverse effects on the surrounding community. Annual Community Impact reports will be presented and reviewed by the board and available for the City to review.

Conclusion

Woodland Cannabis Dispensary is committed to being an asset to the neighboring community and to the City of Woodland. WCD will adhere to strict standards provided by the City of Woodland, Yolo County, and the State of California to ensure that the business operations are safe, professional, and complimentary to the neighborhood. WCD plans to promptly address any community concerns to ensure that the business is not a nuisance. WCD values the community and seeks to proactively communicate with the neighbors and address issues before they arise to the level of a complaint. WCD looks forward to the opportunity to demonstrate its compatibility with the neighborhood and to bring a sense of safety to a vacant building. WCD will continue its efforts to build a relationship by being involved in any neighboring issues and participating in solutions.

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dba: Woodland Cannabis Dispensary (WCD)
Odor Control Plan

WCD will consistently ensure air quality and temperature by monitoring the HVAC and odor mitigation systems. WCD will stay current on any new odor-eliminating products and update them as necessary to maintain the safest, most effective odor-filtration system. WCD is dedicated to staying in compliance with the City's regulations requiring that odor shall not be detected outside of the facility, anywhere on adjacent property or public rights-of-way, or around the exterior of the premises. WCD will update our HVAC air duct system, which will include an exhaust air filtration system with odor control that prevents internal odors from being emitted externally and an air system that creates negative air pressure between the commercial cannabis business' interior and exterior so that any odors generated inside the facility are not detectable. This system utilizes active carbon and HEPA filters to reduce all associated odors. The temperature in the building where products are kept will be set at 70 degrees to keep the product fresh and minimize any odor. All cannabis products, apart from those on display in cases on the sales floor, will be stored in a limited-access safe room in the back of the building. Doors at the premises will be self-closing to aid in odor containment and for added security precautions. During shipment intake, vendors will enter through a secure back door and then enter a receiving room, where WCD will complete the product intake process. This receiving room has no windows or breezeways, so will not allow any odor to escape.

Potential Sources of Odor

WCD will not perform any packaging or processing of cannabis onsite. As required by state regulations, all products will arrive at WCD in pre-sealed packaging, thereby reducing any associated odor. We will not allow smoking or vaping on the premises and will request that all members keep their purchased product sealed until after they have departed from the premises. WCD does not foresee potential odor from pre-packaged products becoming a nuisance. WCD will not cultivate, manufacture, or package cannabis, so there is no odor risk from raw or unpackaged products.

Odor Control Devices and Techniques

WCD will employ the highest quality carbon and HEPA filtration within the HVAC system, as well as portable backup carbon filters in the areas of the facility that have the highest potential for odor breach. All appropriate ventilation and filtration systems will be designed and installed to control noxious odors and prevent detection of odors from cannabis outside the premises. Active carbon filters are efficient in the removal of volatile organic compounds and odors. Such filters are excellent for use in commercial and industrial high efficiency systems. By maintaining negative pressure with frequent exhaust, air naturally flows into rather than out of the area, decreasing the risk of odors being emitted to adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public. All air filtration systems will comply with California Fire and Mechanical Codes.

System Maintenance

WCD will contract with a licensed, local HVAC professional to upgrade and maintain the filtration system. WCD will implement regular scheduled maintenance of our air filtration system every three months. We will replace the active carbon filters every month. Any malfunctions will be documented and addressed promptly. Repair and maintenance activities will be carried out by a licensed, local HVAC specialist, with the exception of filter replacement, which will be performed by a manager. All maintenance will be logged with the date and a manager's initials and kept on file. Managers will evaluate this system regularly to ensure that it is properly running at all times.

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**PLANNING COMMISSION
RESOLUTION NO. PC 24-05**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND
RECOMMENDING CITY COUNCIL APPROVE A CONDITIONAL USE PERMIT AND
OPERATING AGREEMENT FOR A STOREFRONT RETAIL CANNABIS
DISPENSARY AT 163 COURT STREET WITHIN THE CITY COMMUNITY
COMMERCIAL MIXED USE ZONE CONDITIONED UPON APPROVAL OF THE
APPROPRIATE CANNABIS BUSINESS PERMIT AND THE RECOMMENDED
CONDITIONS OF APPROVAL**

WHEREAS, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

WHEREAS, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

WHEREAS, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

WHEREAS, the City received a total of 12 proposals in response to the request for applications; and

WHEREAS, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

WHEREAS, after an initial review of the proposals, the Proposal Review Committee met in July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

WHEREAS, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

WHEREAS, the Proposal Review Committee ranked P.F.F. Consulting Inc. dba Woodland

Cannabis Dispensary as 2 out of 12, with a score of 95%; and

WHEREAS, the City of Woodland Planning Commission hereby finds that the proposed cannabis retailer use to be located at 163 Court Street (“Site”), as set forth in Planning Application No. PLNG 24-00029 submitted by business applicant P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary (“Applicant”), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the Planning Commission of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the Planning Commission public hearing date; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on September 19, 2024, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, hereby recommends to the Woodland City Council: (1) Approval of a Conditional Use Permit for a cannabis retail use located at 163 Court Street, as set forth in Planning Application No. PLNG 24-00029, prepared by P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary; and (4) Approval of an Operating Agreement between the City of Woodland and P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary, as follows and based on the following findings:

SECTION 1. Recitals. The City of Woodland Planning Commission hereby adopts the above recitals as true and correct findings of the City of Woodland Planning Commission and incorporates them into this Resolution by this reference.

SECTION 2. Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 163 Court Street, as set forth in Planning Application No. PLNG 24-00029, the City of Woodland Planning Commission hereby makes the following additional findings, pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities, and involves the conversion of a small structure not exceeding 2,500 square feet where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland Planning Commission has considered all relevant evidence regarding the Site and the Applicant's proposed use, and finds that Applicant's proposed cannabis retailer use at the Site satisfies those considerations, as follows:
 - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland Planning Commission has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland Planning Commission finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant's use at the proposed location.
 - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland Planning Commission has considered all evidence and testimony relevant to the Applicant's proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Community Commercial Mixed Use zone and not adjacent to sensitive uses; and therefore will not result in negative impacts on existing uses in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant's failure to abide by those conditions of approval may result in permit revocation.
 - c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland Planning Commission finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently

available to the surrounding area and will bring retail activity to the proposed location.

- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland Planning Commission finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland Planning Commission has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland Planning Commission has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland Planning Commission further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland Planning Commission further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland Planning Commission has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland Planning Commission has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland Planning Commission is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.
- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland Planning Commission finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland Planning Commission therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community. These findings are further established and incorporated into the project approval, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. Approval. In accordance with the City of Woodland Planning Commission findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland Planning Commission hereby recommends that the City Council approve Planning Application Number PLNG 24-00029 for the issuance of a Retail Cannabis Conditional Use Permit to P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary for the proposed cannabis retailer use at 163 Court Street. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all of the findings and conditions of approval specified in Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

PASSED AND ADOPTED, by the Planning Commission of the City of Woodland at a regular meeting of the Planning Commission held on the 19th day of September 2024, by the following vote:

AYES: Lizarraaga; Roberts; Ortiz; Smith, Harris
NOES:
ABSTAIN:
ABSENT: Lopez; Holt



Marco C Lizarraaga, Chairperson

ATTEST:



Erika Bumgardner, Deputy Community Development Director

Exhibit A – Conditions of Approval

PUBLIC COMMENT AND LETTERS OF SUPPORT / OPPOSITION

Public Hearing Item H.2 – Woodland Cannabis Dispensary

Erika Bumgardner

From: Erika Bumgardner
Sent: Wednesday, September 18, 2024 11:36 AM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Cannabis dispensary

Good morning Planning Commission members,

Please find the public comment below regarding the cannabis dispensary proposed for 163 Court Street – P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary.

Thank you,
Erika

From: Carla Howell <[REDACTED]>
Sent: Wednesday, September 18, 2024 11:05 AM
To: Anna Canales <Anna.Canales@cityofwoodland.gov>
Subject: Cannabis dispensary

Attention Planning Commissioners:

This letter is in reference to the application for a cannabis dispensary to be located at 163 Court St. I am a resident at [REDACTED] I do not object to the use at this location however I do have concerns regarding the portion of the alley that runs between Grand St. and Cleveland St. This alley is extremely narrow and serves now essentially as the driveway for my property and adjacent properties that front on North St. Additionally it is the primary entrance for the ADU located at [REDACTED] also located on my property. I also have concerns regarding noise, lighting and hours of operation.

Please consider adding conditions to the use at 163 Court St. that will limit access and egress from the parking lot, to only Court St. allowing no access or egress from the alley and signage prohibiting loitering. Additionally please consider adjacent residential uses when considering hours of operation, screening, and lighting.

Thank you for your consideration.

Carla Howell
[REDACTED]
Woodland, CA 95695

Erika Bumgardner

From: Erika Bumgardner
Sent: Tuesday, September 17, 2024 12:16 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: objection to cannabis dispensary | Public Comment (9.11.24) | P.F.F. Consulting Inc. (Woodland Cannabis Dispensary)
Attachments: Planning Commission objection.docx
Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Planning Commission members,

Please find the attached letter from a member of the public regarding the Cannabis CUP for 163 Court Street.

Erika

From: glen barton [REDACTED]
Sent: Wednesday, September 11, 2024 1:56 PM
To: Anna Canales <Anna.Canales@cityofwoodland.gov>
Subject: objection to cannabis dispensary

Attached is my objection response to (PLNG 24-00029) P.F.F. consulting Inc. Cannabis Dispensary.

Glen Barton

GLEN BARTON

Woodland, Ca. 95695

September 11, 2024

Woodland City Planning Commission:

ATTN; Anna Canales

Ref; P.F.F. Consulting Inc.

(PLNG 24-00024)

I object to a retail cannabis dispensary at 163 Court Street.

My reasons for objection are;

1 – I own the property next door at [REDACTED] I wouldn't want to lose tenants because they didn't want to live next to a Cannabis dispensary. (A magnet to attract undesirable people).

2- The parking for the building is in the rear off of the alley, away from the regular police patrols. (a spot for the customers to lite up after their purchase)

3- I realize the area is zoned commercial, but it includes a number of residences. I don't feel that a residential area is a good place for this type of business.

4- There are 4 requests for cannabis dispensaries in the City, two of which are only 1 ½ blocks apart.

(Our police are busy now, why add 4 more places that require special attention.)

I can't believe the cannabis market in a city the size of Woodland would support 4 dispensaries.

Respectfully submitted,

Glen Barton

Erika Bumgardner

From: Erika Bumgardner
Sent: Tuesday, September 17, 2024 9:20 AM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: September 19th Planning Commision, Conditional Use Permit Applicant, Invitation for Tour

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Planning Commission members,

Please find the email below from Woodland Cannabis Dispensary pertaining to Thursday's hearing.

Thank you,
Erika

From: Cargile Kimberly <[REDACTED]>
Sent: Monday, September 16, 2024 7:11 PM
To: Laura Mendez <[REDACTED]>
Subject: September 19th Planning Commision, Conditional Use Permit Applicant, Invitation for Tour

Dear Planning Commissioner,

This coming Thursday, September 19th, you will have the opportunity to learn more about our company, P.F.F. Consulting Inc. dba: Woodland Cannabis Dispensary, and vote on our Conditional Use Permit.

I would like to invite you to our building prior to the meeting in order to provide you with a visual on our company's operations and answer any of your questions or concerns.

We have been advocating at the Woodland City Council for storefront dispensaries to be allowed in Woodland for over 7 years now and are very happy to have been chosen in the City's highly competitive process.

Our team has 4 generations of roots in Woodland, 2 of our owners are 2 generation and 1 of our owners is 3rd generation with her children being 4th generation. We have been serving medical cannabis patients from Woodland at our other dispensaries for over a decade now.

Together our team has been operating storefront cannabis dispensaries in Sacramento (Capital Wellness and A Therapeutic Alternative www.atherapeuticalternative.com), Davis Cannabis Collective (<https://davicannabisco.com>) and Dixon Wellness (<https://www.dixonwellnesscollective.com>) for almost 20 years now.

We strive to provide our customers with high quality products and excellent consultations providing extensive education on the endocannabinoid system and cannabis as a medicine.

Please let me know via email or text if you have a few minutes to stop by this week.

Thank you for all you do for the City of Woodland.

Erika Bumgardner

From: Erika Bumgardner
Sent: Wednesday, September 18, 2024 4:41 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: FW: Cannabis dispensary
Attachments: image001.png; IMG_20240918_130845.jpg

Hello Commission members,

Please find the attached letter of support for P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary. This letter follows an earlier comment provided below from the same individual after discussing with the applicant.

Erika

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit. *with conditions*

Thank you,

Print: CARLA HOWELL

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Erika Bumgardner

From: Erika Bumgardner
Sent: Thursday, September 19, 2024 10:09 AM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Letter from 163 Court Street Neighbor
Attachments: img202.jpg

Good morning Commission members,

Below is a letter of support received for P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary.

Erika

To Members of the Planning Commission:

My name is Esteban Tobar and I live at [REDACTED] Woodland CA.

I am writing this letter to ask that you approve PC 24-05, the Conditional Use Permit for Item #H2, Woodland Cannabis Dispensary Retail.

I have lived in Woodland for my entire life, and have appreciated what the city has had to offer. I am proud to see that Woodland is taking steps to make a positive impact in their community by bringing more beneficial establishments into the city. My current residence is next door to the proposed address for the Woodland Cannabis Dispensary. I am more than ecstatic for this.

I am currently an employee at Davis Cannabis Collective and I have worked for them for 10 months. The reasons I like working for Davis Cannabis Collective are the following; Davis Cannabis Collective has a sense of community amongst its employees and customers. I always feel that my needs will be met, and that I have the support of my managers and other coworkers. The Davis Cannabis Collective also strives to create a friendly environment that is welcoming to everyone. There are constantly opportunities for growth in the business and opportunities to learn in depth knowledge on cannabis products and their benefits.

Woodland Cannabis Dispensary can help to enhance the neighborhood by providing legal distribution of cannabis products, which in return takes the illegal distribution of it off the streets. It would allow those living in Woodland the opportunity to support a business in their city, as well as have a friendlier commute to a dispensary rather than needing to look farther out into neighboring cities. Woodland Cannabis Dispensary would also allow the community to have another option for individuals to explore the benefits of cannabis for pain, sleep and other illnesses with the support from professionals who are knowledgeable in that area.

I appreciate the Members of the Planning Commission taking the time to read my letter in support of the Woodland Cannabis Dispensary. I am thrilled to see this idea come to fruition, and I give it my full support.

Thank you for your consideration on this item and thank you for what you do for the City of Woodland.

Sincerely,

Esteban Tobar
[REDACTED]

Erika Bumgardner

From: Erika Bumgardner
Sent: Thursday, September 19, 2024 3:35 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: 9/19/2024. Item #H2.

Please see public comment below...

From: Ashley Kammerer
Sent: Wednesday, September 18, 2024 4:54 PM
To: Planning Commission Meetings <Planning.CommissionMeetings@cityofwoodland.gov>
Subject: 9/19/2024. Item #H2.

To Members of the Planning Commission:

My name is Ashley Kammerer and I am writing to you in support of Item #H2, Woodland Cannabis Dispensary Retail Cannabis Conditional Use Permit.

Please approve Planning Commission Resolution No. PC 24-05.

The women applying for this permit are outstanding operators. They truly care about the community and will operate with integrity and prioritize their neighbors' safety.

Thank you for your consideration,
Ashley Kammerer

Erika Bumgardner

From: Erika Bumgardner
Sent: Wednesday, September 18, 2024 4:47 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Letters from neighbors around 163 Court St.
Attachments: 20240918_155247.jpg; 20240918_155330.jpg; 20240918_155429.jpg; 20240918_155526.jpg; 20240918_155653.jpg; 20240918_155742.jpg

Hello Commission members,

Please find attached letters of support for P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary
(email 1 of 3)

Erika

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Angela Carpenter

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED] Woodland, Ca 95695

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print:

TALIA PUGH

Sign:

Phone Number:

Email:

Address:

WOODLAND, CA 95695

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Hunter Slane

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED] Woodland, CA

95695

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Karen B. Poquette

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Woodland, CA 95695

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: DON MORGAN

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: ALBERT T RAMIREZ

Sign: _____

Phone Number: _____

Email: _____

Address: _____

Erika Bumgardner

From: Erika Bumgardner
Sent: Wednesday, September 18, 2024 4:47 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Letters from neighbors around 163 Court St.
Attachments: 20240918_155835.jpg; 20240918_155943.jpg; 20240918_160034.jpg; 20240918_160132.jpg; 20240918_160217.jpg

Please find attached letters of support for P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary.

Email 2 of 3

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: JOE Kelly

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you.

Print: Candace Famula
Sign: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]
Address: [REDACTED]

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: April Mann

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED] Woodland, Ca 95695

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Esteban Jovenc
Sign: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]
Address: [REDACTED] Woodland ca
95695

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Elizabeth Carlson

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Woodland, CA 95695

Erika Bumgardner

From: Erika Bumgardner
Sent: Wednesday, September 18, 2024 4:48 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Letters from neighbors around 163 Court St.
Attachments: 20240918_160258.jpg; 20240918_160343.jpg

Please find attached letters of support for P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary.

Email 3 of 3

Erika

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print:

MARION KRAMER

Sign:

[REDACTED]

Phone Number

[REDACTED]

Email:

Address:

[REDACTED]

WOODLAND CA

9/18/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Crystal Zamora

Signature: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Erika Bumgardner

From: Erika Bumgardner
Sent: Wednesday, September 18, 2024 4:39 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Letter to Planning Commission re 163 Court Street and 3 Court Street
Attachments: cannabis.docx

Hello Commission members,

Please find the attached public comment received for P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary and Sundial Collective – Woodland LLC.

Erika

Members of the Planning Commission

September 18, 2024

Dear Planning Commissioners,

We are residents of our home at [REDACTED] directly behind the location of the proposed Woodland Cannabis Dispensary at 163 Court Street. We are unable to attend the Commission meeting this evening due to another commitment but wanted to express our concerns. We have lived in our home since 1977 and have appreciated our commercial neighbors. We want to say that we are not opposed to the use of a commercial site for a retail cannabis dispensary. We are, however, mystified that 3 out of 4 proposed dispensaries are located basically in the western end of the community, 2 within a block and half of each other and the other another 5 blocks away. The two dispensaries on Court Street back up to the same residential neighborhood along this section of North Street which is historically unique and share the same alley. It is difficult for us to understand why the proposed dispensaries could not have been spread throughout the community instead of these proposed locations.

Most of the commercial uses which back up to our neighborhood have been users which had office hours closing at 5 or 6 p.m. We did not see any restrictions on hours of operation especially with parking in the rear of the building and therefore adjacent to the residential uses, with some units directly off the alley. Movement of the vehicles later into the evening will create some noise and possible headlights into residences.

We would hope that attention would be given to avoid oversaturation of this use in our neighborhood as well as adjust the hours of operation for those immediately adjacent to residential uses.

Thank you for giving some attention to our concerns.

Steve and Janet Ruggiero

cc. Councilmember Tom Stallard and

Anna Canales, Assistant Planner

Erika Bumgardner

From: Erika Bumgardner
Sent: Thursday, September 19, 2024 4:59 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Conditional Use Permits - Planning Commission, September 19, 2024

Please see below for a public comment regarding P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary located at 163 Court Street.

From: Sarah Reiter
Sent: Thursday, September 19, 2024 4:44 PM
To: Anna Canales <Anna.Canales@cityofwoodland.gov>
Subject: Conditional Use Permits - Planning Commission, September 19, 2024

Ms. Canales:

I am writing to express my concerns with the recommendations for Conditional Use Permits for storefront retail cannabis dispensaries in downtown Woodland.

I oppose the addition of dispensaries to Woodland's downtown. The downtown has endeavored to save its distinctive architecture and small town feel. In recent years, Woodland's growing emphasis on its role as "The Food Front" has highlighted the area's important role in agricultural innovation, with meaningful investment in projects like Dinner on Main, AgStart and the Edible Learning Garden. New restaurants and increased outdoor seating have brought improved walkability. A cannabis dispensary in downtown is not aligned with these investments.

More specifically, I am opposed to the proposed retail cannabis dispensary located at 163 Court Street, since this location shares the block and an alley with a neighborhood, including a property I own. Residential neighbors moved here when these commercial buildings were used as doctor and insurance offices, intermixed with residences. A cannabis dispensary on this block is inappropriately placed.

I encourage the Planning Commission to consider the neighbors of the proposed dispensary at 163 Court Street and reject the recommendation to approve Conditional Use Permits for this location.

Respectfully,
Sarah Reiter


9/19/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Tullia Martinez

Sign: [REDACTED]

Phone Number: [REDACTED]

Email:

Address: [REDACTED]

Woodland Cal 95695

9/19/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Floyd Lot

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Woodland Ca 95675

9/19/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Kieran DiDio

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED] Woodland,

CA 95675

9/19/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: _____

Sign: _____

Phone Number: _____

Email: _____

Address: _____

9/19/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: Laddie Watson
Sign: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]
Address: [REDACTED]
Woodland, CA 95695

9/19/2024

To whom it may concern

I am a neighbor of 163 Court Street in Woodland California.

I have been in contact with the proposed business, Woodland Cannabis Dispensary for a few years now as they have invited me to a number of educational open houses that they have held.

I have had an opportunity to meet the owner and I am impressed with her professionalism and compassion for the community.

I am in support of their application.

Please approve their Conditional Use Permit.

Thank you,

Print: RYAN GRANT

Sign: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]



Mojo's Lounge & Kitchen428 Restaurant
428 1st St – Woodland, CA
530-661-0428 - mojo428@yahoo.com

September 18, 2024

To whom it may concern,

I'm writing this letter as a Downtown Woodland small business owner and 20-year resident of Woodland in support of Laura Mendez and the Woodland Cannabis Dispensary. I have known Laura for over 3 years while working with her through our Luna Vista Rotary Club.

Laura has been an integral part of our Rotary club and great ambassador to the community; working for 2 years as our club treasurer and volunteering countless hours for community projects, events, and fundraisers,

I support Laura and her business, The Woodland Cannabis Dispensary, and I look forward to them opening their new shop in Woodland soon. I believe the Dispensary will be a good addition to our small businesses and will be great stewards under the leadership of Laura and her team.

Please feel free to reach out if you have any other questions or would like further information.

Sincerely, 

Christy Hayes
Mojo's Kitchen428
Owner/Manager
Mojo428@yahoo.com

SEVERE WEATHER

Harris takes in Helene's devastation

By Chris Megerian,
Colleen Long and Will
Weissert
The Associated Press

AUGUSTA, Ga. » Vice President Kamala Harris handed out meals, embraced a shaken family and surveyed Hurricane Helene's "extraordinary" path of destruction through Georgia on Wednesday as she left the campaign trail to pledge federal help and personally take in scenes of toppled trees, damaged homes and lives upended.

She visited Augusta, where power lines stretched along the sidewalk and utility poles lay cracked and broken. The vice president spoke from a lectern erected in front of a house with a fallen tree teetering on its roof, acknowledging those who had died in the disaster while also trying to project a tone of unity and hope for communities now facing long and expensive rebuilds.

Harris and President Joe Biden, who visited the Carolinas on Wednesday, were seeking to demonstrate commitment and competence in helping devastated communities after Republican former President Donald Trump's false claims about their administration's response.

Harris said she wanted to, "personally take a look at the devastation, which is extraordinary." She expressed admiration for how "people are coming together. People are helping perfect strangers."

The Democratic presidential nominee said that shows "the vast majority of us have so much more in common than what separates us," an echo of a line she frequently uses on the campaign trail.



Vice President Kamala Harris greets people before a briefing at the Augusta Emergency Operations Center in Augusta, Ga., Wednesday.

Before delivering her remarks, Harris could be seen embracing and huddling with a family of five grappling with the storm's aftermath.

"We are here for the long haul," she said.

Harris also toured a Red Cross relief center and received a briefing from local officials, praising those working to "meet the needs of people who must be seen and must be heard."

"I am now listening," she said.

Brittany Smith, an Augusta resident, walked away from the distribution center with Styrofoam boxes of food and some fruit cups, beaming that she got a photo with the vice president. She said there's a hole in her roof and she had to send her kids elsewhere to live because it wasn't safe.

Harris' visit, she said, "made it better" despite the hardship.

Smith said she was encouraged that Harris traveled to the town instead of just appearing on television. "She's a person. She's not just a voice."

About 200 miles north in the Carolinas, Biden was also surveying the storm's aftermath. With many of the areas roads inaccessible, he flew by helicopter over toppled trees, twisted metal and towering piles of debris in the normally tourist-friendly downtown of Asheville.

From the air, Biden saw flooded roads, piles of shredded lumber and displaced sandbags, emergency trucks and downed powerlines. In one area, homes were partly under water, and it was hard to distinguish between lake and land.

Visits to disaster zones are a familiar responsibility for Biden, who has frequently been called on to survey damage and comfort victims after torn-

ades, wildfires and tropical storms. But this was Harris' first visit to a disaster area as vice president.

Because of the destruction where Biden was on Wednesday, he was unable to walk around and personally comfort people as Harris did in Georgia.

Biden wore a vest and boots, and, before his air tour, he hugged and grabbed the hand of Asheville Mayor Esther Manheimer, who was at the airport in Greenville, South Carolina, to meet him. The mayor, with visible emotion, said that they could not close down the area's one operable road for Biden's motorcade.

Biden will be back in the region on Thursday to visit Florida and Georgia, and Harris plans her own North Carolina trip in coming days — as Helene's aftermath continues to pose a political and humanitarian test for the ad-

ministration.

Before leaving Washington, Biden made a point of mentioning how an ongoing dockworkers strike could make getting supplies to hard-hit areas more difficult.

"Natural disasters are incredibly consequential. The last thing we need on top of that is a man-made disaster that's going on at the ports," he said. "We're getting pushback already, we're hearing from the folks regionally that they're having trouble getting product that they need because of the port strike."

Harris is being especially watched as her bid for the White House enters its closing stretch, and Helene's path included the battleground states of Georgia and North Carolina.

The vice president last visited scenes of natural disasters as a California senator, including when she went to Puerto Rico after Hurricane Maria in 2017 and when she walked through charred wreckage in Paradise, California, after the Camp Fire in 2018.

Julie Chavez Rodriguez, Harris' campaign manager and former state director in her Senate office, said the vice president uses her experience consoling victims as a courtroom prosecutor to connect with people after tragedies.

She said the trip to Georgia was a chance for Harris "to continue to show her leadership and her ability to get things done, versus Donald Trump and JD Vance who want to dismantle the basic services and the role that the government should play."

Trump, the Republican nominee, traveled to Valdosta, Georgia, on Monday with a Christian charity

organization that brought trucks of fuel, food, water and other supplies. The former president accused Biden of "sleeping" and not responding to calls from Georgia Republican Gov. Brian Kemp. However, Kemp had spoken with Biden the previous day, and the governor said the state was getting everything it needed.

Biden was infuriated by Trump's claim, saying Trump was "lying," and the governor told him he was lying.

The storm's death toll climbed to at least 178 people, and power, running water and cellular service remained unavailable in some places. Later Wednesday, Biden flew to Raleigh, North Carolina, for a briefing with officials and called Helene a "storm of historic proportions."

"The nation has your back," Biden said.

The tone of both Harris and Biden was far different than Trump, who claimed without evidence that Democratic leaders were withholding help from Republican areas. He recently threatened that he would withhold wildfire assistance from California because of disagreements with Democratic Gov. Gavin Newsom.

When Trump was president, Puerto Rico was devastated by Hurricane Maria, which killed 3,000 people. His administration waited until the fall of 2020, just weeks before the presidential election, to release \$13 billion in assistance for Puerto Rico's recovery. A federal government watchdog also found that Trump administration officials hampered an investigation into delays in the aid delivery.

SEVERE WEATHER

Hurricanes like Helene are deadly when they strike

By Seth Borenstein
The Associated Press

Hurricanes in the United States end up hundreds of times deadlier than the government calculates, contributing to more American deaths than car accidents or all the nation's wars, a new study said.

The average storm hitting the U.S. contributes to the early deaths of 7,000 to 11,000 people over a 15-year period, which dwarfs the average of 24 immediate and direct deaths that the government counts in a hurricane's aftermath, the study in Wednesday's journal *Nature* concluded. Study authors said even with Hurricane Helene's growing triple digit direct death count, many more people will die partly because of that storm in future years.

"Watching what's happened here makes you think that this is going to be a decade of hardship on tap, not just what's happening over the next couple of weeks," said Stanford University climate economist Solomon Hsiang, a study co-author and a former White House science and technology official.

"After each storm there is sort of this surge of additional mortality in a state that's been impacted that has not been previously documented or associated with hurricanes in any way," Hsiang said.

Hsiang and University of California Berkeley researcher Rachel Young looked at hurricane deaths in a different way than previous studies, opting for a more long-term public health and economics-oriented analysis of what's called excess mortality. They looked at states' death rates after 501 different storms hitting the United States between 1930 and 2015. And what they found is that after each storm, there's a "bump" in death rates.

It's a statistical signature that they see over and over, Hsiang said. Similar analyses are done for heat waves and other



Debris in the aftermath of Hurricane Helene in Asheville, N.C., is seen on Monday.

health threats like pollution and disease, he said. They compare to pre-storm times and adjust for other factors that could be causing changes in death rates, he said. Complicating everything is that the same places get getting hit by multiple storms so there are death bumps upon death bumps.

Just how storms contribute to people's deaths after the immediate impact is something that needs further study, Hsiang said. But he theorized it includes the health effects of stress, changes in the environment including toxins, people not being able to afford health care and other necessities because of storm costs, infrastructure damage and government changes in spending.

"When someone dies a few years after a hurricane hit them, the cause will be recorded as a heart attack, stroke or respiratory failure," said Texas A&M University climate scientist Andrew Dessler, who wasn't part of the study but has done similar studies on heat and cold deaths. "The doctor can't possibly know that a hurricane contributed/triggered the illness. You can only see it in a statistical analysis like this."

Initially Hsiang and Young figured the storm death bump would go away in a matter of months, but they were surprised when they examined hundreds of bumps and found they stretch out, slowly, over 15 years, Hsiang said.

It's "almost like a trickle

of mortality, like each month we're talking about five to 10 individuals who are dying earlier than they would have otherwise," Hsiang said.

These people don't realize that 10 or 15 years later their health issues are associated with a storm in some way, but Hsiang said it shows up in the data. "They would not have died at those times had the storm not arrived. And so essentially, these storms are accelerating people's deaths."

The numbers proved so high that the researchers kept looking for mistakes or complicating factors they had missed. "It took years for us to really fully accept that this was happening," Hsiang said.

How big are the numbers? Storms are a factor in between 55,000 to 88,000 excess deaths a year, the study concluded. So for the 85 years studied, the team calculated between 3.6 and 5.2 million people died with storms being a factor. That's more than the 2 million car accident deaths over that period, the study said.

Before now the public looked at storms "as an inconvenience that is tragic for a small number of community members," Hsiang said. But they really are "a major threat to public health," he said.

Hsiang said he and Young saw a trend of increasing hurricane-connected deaths, predominantly because of population growth. Starting in

2000, there's been a big jump in the total volume of storms hitting large population, he said.

Three outside scientists said the study made sense. "It seems like what they're doing is reasonable," said University of Albany hurricane expert Kristen Corboso, who wasn't part of

the research. "The numbers are really staggering."

Texas A&M's Dessler said this is an important study because it brings home the deadly nature of climate change and extreme weather. He said he and his fellow climate scientists have been accurate in their warnings of

the physics of what climate change would mean, but failed to emphasize enough how it would hurt people.

"Reading this, it's clear that humanity is very vulnerable to weather shocks, even in an incredibly rich country like ours," Dessler said in an email.

CITY OF WOODLAND
NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN HEREWITH that the City of Woodland City Council, at its regularly scheduled meeting to be held on **Tuesday, October 15, 2024, at 6:00 PM** in the City Council Chambers, 300 First Street, City Hall, Woodland, CA, will hold the following public hearings:

Perfect Union Woodland, LLC (PLNG 24-00030) – A request for review of a storefront retail cannabis dispensary proposed in a 2,231-square-foot tenant space within an existing commercial shopping center located at 1810 E. Main Street, Ste. 101 in the city's Regional Commercial with Light Industrial Flex Overlay zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary (PLNG 24-00029) – A request for review of a storefront retail cannabis dispensary proposed within an existing 3,512 square-foot building located at 163 Court Street in the city's Community Commercial zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Sundial Collective Woodland, LLC (PLNG 24-00035) – A request for review of a storefront retail cannabis dispensary proposed within an existing 4,200 square-foot building located at 3 Court Street in the city's Community Commercial zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Infiniti Assets Woodland Inc., dba Yolo Cannabis Club (PLNG 24-00039) – A request for review of a storefront retail cannabis dispensary with delivery proposed within a 1,144 square-foot tenant space within an existing commercial shopping center located at 367 West Main Street, Ste. 353-D in the city's Corridor Mixed Use – West Main zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Following the public hearings, the City Council will be asked to adopt resolutions approving conditional use permits and operating agreements for the above listed storefront retail cannabis dispensaries, subject to recommended conditions of approval and the approval of associated Cannabis Business Permits. These actions are consistent with Sections 5.28 and 17.84.120 of the Woodland Municipal Code.

Staff Contact: Anna Canales, Assistant Planner, anna.canales@cityofwoodland.gov, (530) 661-5819

Environmental Determination: Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15302 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts.

Availability of Documents:

Copies of materials, including the agenda, will be available on October 11, 2024, at the Community Development Department, City Hall, 300 First Street, Woodland, CA 95695, and on the City's web page: <http://cityofwoodland.org/854/Meetings-Agendas>

Public Comments: All interested persons are invited to express opposition or support of the project are available from the Community Development Department. All comments received will be given to the City Council for their consideration. Please note the city does not transcribe its hearings, however, summary minutes are prepared and are publicly available once approved by the hearing body. Please contact the Community Development Department at (530) 661-5820, if you have questions about these items or the public hearing.

Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.gov. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter.

In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM via Written Public Comments.

Pursuant to section 65009 (b) (2), the State Government Code "If you challenge any of the above projects in court, you may be limited to raising only those issues you or someone else raised at the public hearings" described in this notice or in written correspondence delivered to the City Council at, or prior to, this public hearing.

Dated: September 26, 2024

Sarah Lansburg, CMC, City Clerk



TO: THE MEMBERS OF THE PLANNING COMMISSION
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: I.11
SUBJECT: Sundial Collective Retail Cannabis Conditional Use Permit

Recommendation for Action: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 3 Court Street in the City's Community Commercial Mixed Use zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Sundial Collective Woodland, LLC and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Staff Contact:

Anna Canales, Assistant Planner, anna.canaless@cityofwoodland.gov

Fiscal Impact:

Application Processing Costs. The project applicant covers all costs associated with processing the subject Conditional Use Permit application and related Operating Agreement through an Advanced Funding Agreement. Similarly, the selection process for all applicants was covered through individual funding agreements.

The City collects two types of revenue associated with cannabis businesses outside the specific Conditional Use Permit application processing costs noted above. Those include Permit fees and Cannabis Tax.

Permit Revenue. When a new business applies for a Cannabis Business Permit, contingent in this case on approval of a Conditional Use Permit and Operating Agreement, the City will collect \$50,056 to allow for staff to review and process the application. This includes site visits by both Community Development and Police staff. Thereafter, businesses are responsible for requesting a renewal of the permit on an annual basis and subject to a renewal fee of \$21,222. The permit renewal fee pays for program oversight, business plan review by the Community Development Department, Police site visits and Police compliance, accounting and an annual financial audit. The City does not make revenue above the cost of service on these fees and is legally only allowed to charge the City's cost of doing business. New Cannabis Business Permit and renewal fees adjust annually based on CPI.

Cannabis Tax. In November 2022, Woodland voters approved a local tax on cannabis businesses that would help to fund general city services. Retail cannabis businesses are subject to a 10 percent tax based on gross receipts. It is difficult to estimate the future potential cannabis tax revenue that may be realized from cannabis retail sales as it will depend upon the success of the business. At minimum, assuming a similar realized revenue generation as existing commercial cannabis manufacturing, distribution and testing businesses, it is estimated that the city will see additional annual revenue from the four retail cannabis businesses of \$250,000, but likely much greater given the higher volume of taxable sales from retail uses. To date, the City has collected \$1.1 Million in tax (formerly "community benefit") revenue from existing commercial cannabis businesses.

Report in Brief:

Commercial Cannabis Business, Sundial Collective – Woodland, LLC (“Sundial Collective”) (PLNG 24-00035), has applied for a Conditional Use Permit (CUP) to operate a storefront retail cannabis dispensary at 3 Court Street in the City’s Community Commercial Mixed Use zone; Assessor’s Parcel Number 005-552-016. This application follows a recent zoning code update, effective June 7, 2022, which allows retail cannabis land use in certain zones and allows the city to consider up to four conditional use permits for this land use citywide.

The process for considering retail cannabis operators began with a competitive preliminary review on February 27, 2023, where four of a total of 12 applicants were selected to advance to the Conditional Use Permit application stage. Sundial Collective was selected as one of these four applicants.

Sundial Collective’s project proposal entails the use of a project site located at 3 Court Street and has undergone a comprehensive review by City departments, including the City Planning Division, Engineering Division, Public Works Department, Fire Department, Building Division, and the City Police Department. The applicant’s location and proposed operation are consistent with applicable zoning and development standards, and the applicant has prepared a preliminary Security Plan has been submitted and reviewed by the Woodland Police Department and a final plan shall be approved prior to operation.

As part of the review process, an Operating Agreement (Attachment 3) has been negotiated between the City and the applicant. This agreement will be reviewed by the City Council and will incorporate the commitments outlined in the Community Benefit Plan and Social Policy and Local Enterprise Plan. These documents are attached to the operating agreement for reference as part of permitting and annual reporting.

In conformance with Woodland Municipal Code (WMC) Section 17.84.120, a highly visible posting measuring 4 feet by 8 feet has been displayed on the project site, notices were sent to property owners and tenants within a 600-foot radius of the site, and a notice of the meeting was published in the local newspaper twelve days before the City Council meeting date.

The purpose of this hearing is for City Council to review and make a determination on the Conditional Use Permit and the corresponding Operating Agreement.

Upon issuance of a Conditional Use Permit and prior to operating, the applicant will be required to obtain a City Cannabis Business Permit and corresponding City Building Permits for tenant improvements necessary for the proposed operation.

Background:

On December 5, 2017, the City Council approved Ordinance 1629, adding Article 21.6 (now Section 17.84.120) to Chapter 25 (now Chapter 17) of the Municipal Code, which regulates the zoning of commercial cannabis. At the same time, the council approved Ordinance 1630, adding Chapter 13A (now Chapter 5.28) to the Municipal Code, establishing regulations for commercial cannabis business permits. These regulations allowed for up to six conditional use permits for manufacturing, distribution, and testing cannabis operations within Industrial or Industrial/Light Industrial Flex Overlay zones as defined in the General Plan.

On June 7, 2022, the City Council amended Chapter 17.110 (now Section 17.84.120) through Ordinance 1685 and Chapter 5.28 through Ordinance 1686, updating the regulations for cannabis retail businesses, which now authorizes City Council to consider up to four retail cannabis conditional use permits, allowing the sale of cannabis at authorized storefront retail cannabis dispensary

locations, with the option for delivery from these locations. These four permits may be issued in designated commercial and corridor mixed-use zones.

On February 27, 2023, the City issued a request for applications, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit to authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business. Applications were to be submitted in person by 3:00 pm on April 5, 2023. The City received a total of 12 proposals.

As part of the preliminary process, which involved three phases of review, applicants were required to submit detailed plans for the safety, security, and operational characteristics of the proposed storefront retail cannabis dispensary use, including the following:

- Business Plan
- Odor Control Plan
- Tax Compliance
- Insurance
- Community Benefit Plan
- Social Policy and Local Enterprise Plan
- Security Plan
- Neighborhood Compatibility and Community Relations Plan

A Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL (consultants retained by the City for their subject matter expertise) to conduct a competitive selection process. As required by the City of Woodland Municipal Code, the Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business. After an initial review, the Committee met July 17-18, 2023 to interview the twelve applicants for the Preliminary Cannabis Business Permit. Following the interviews, the city invited the top four ranked applicants to the fourth phase of the review process, which entails the negotiation of an Operating Agreement and application for the Conditional Use Permit. As the City Council is aware, Woodland Responsible and Compliant Retail, LLC dba Embarc Woodland filed a Petition for Writ of Mandamus and Complaint for Injunctive Relief challenging the review process for the Preliminary Cannabis Business Permits. That litigation is currently pending, but the City is moving forward with the review of the Conditional Use Permits and Operating Agreements with the top four ranked applicants in the meantime.

Planning Commission Recommendation: At its September 19, 2024, meeting, the City Planning Commission passed the following resolution evaluating the project proposal for compliance with zoning standards and land use requirements:

Planning Commission Resolution PC 24-06 (Attachment 9) (Sundial Collective Woodland, LLC - PLNG 24-00035) by a vote of 4-1-2 recommending City Council approve a Conditional Use Permit and Operating Agreement for a retail cannabis land use located at 3 Court Street in the city's Community Commercial Mixed Use zone.

Public comments were provided to the Planning Commission for the item and have been attached (Attachment 10).

Project Proposal

On July 2, 2024, Sundial Collective applied for a Retail Cannabis Conditional Use Permit. The applicant is requesting approval from the City Council for a Conditional Use Permit and Operating Agreement which will allow Sundial Collective to occupy an approximately 4,000 square foot existing building at 3 Court Street, as a storefront retail cannabis dispensary (Attachment 4 and 6, Project Application and Site Plan). Under the terms and conditions of approval, Sundial Collective will be required to obtain a Cannabis Business Permit for a Storefront Retail Cannabis Dispensary, (Ordinance 1685 and 1686), and appropriate State Licensing (Type 10 – Storefront Retailer). A Type 10 license allows for a storefront retailer to have a physical location where cannabis goods are sold. Storefront retailers can also deliver cannabis goods.



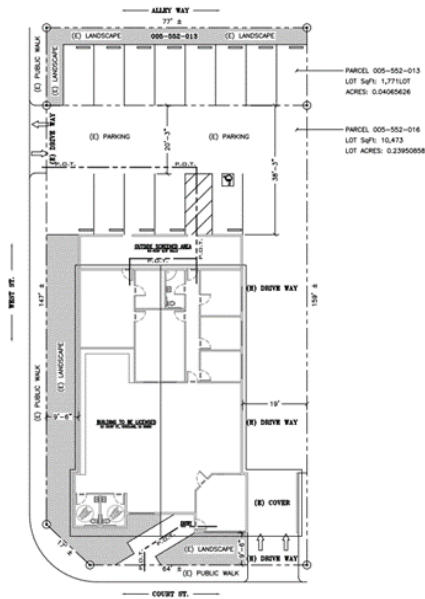
Upon the start of operations, Sundial Collective Woodland intends to hire 15 employees from the City of Woodland, 10 of which will be full-time. With the growth of business, Sundial Collective plans to hire an additional five employees after two years, reaching a total of 20 employees. The proposed operating hours are Monday – Sunday from 9 am to 9 pm.

Project Site Description

Sundial Collective's project site covers approximately 0.24 acres and includes a single building. The subject building at 3 Court Street is an existing 4,000 square foot, one-story building (Attachment 6, Site Plan). The property is bordered by commercial uses and West Street to the west, residential and office land uses on the east and north, with Court Street forming the southern boundary.

Interior "tenant improvements" will be made to the existing building; no new construction is proposed.

The property is zoned for Community Commercial Mixed Use land uses. The proposed use is permitted in this zone with the approval of a Conditional Use Permit and Operating Agreement by the City Council as the final acting body.



Community Benefit and Social Policy and Local Enterprise Plan Review

Community Benefit and Social Policy and Local Enterprise Plans have been included with this report as Exhibits to Attachments 3 for the Commission's review/reference. A summary is provided below.

Below is an overview of the Community Benefit commitments of Sundial Collective (Attachment 3):

Community Benefit Payment

Sundial Collective commits to contributing 2.5% of its annual gross receipts to local 501(c)(3) nonprofits active in Woodland.

Present and Ongoing Donations

Community Fund: Sundial Collective commits to donating to a needs-based fund for local nonprofits experiencing financial hardship and/or to assist with projects lacking funding.

Volunteerism: Sundial Collective commits to paying employees for volunteer hours with local nonprofits and will commit to providing each employee with an option to earn 20 hours of paid volunteer time each month.

Non-Profit Partnerships: Sundial Collective commits to continued work with non-profits that do work focused on youth education, youth drug prevention, and pregnancy education in the City of Woodland.

Youth Education and Outreach

Sundial Collective commits to partnering with local community-based organizations and local government to develop a campaign that will educate youth and the community on the prevention of youth cannabis consumption.

Strategy includes:

- Targeted Media
- Stopping youth access to cannabis

- Leverage current partnerships with non-profits that focus on preventing youth from consuming cannabis
- Volunteer time to help educate youth about cannabis and its effects on minors
- Donate monetary funding and time to groups and organizations that help prevent youth drug use

Below is an overview of the Social Policy and Local Enterprise commitments of Sundial Collective (Attachment 3):

Local Hiring

Sundial Collective is committed to hiring all employees from the City of Woodland and is committed to working with Teamsters and local hiring agencies to find employees who live in the City of Woodland. Sundial Collective is committed to hiring a General Manager, Shift Managers, and Inventory Manager that will be preferentially given to local residents of Woodland.

Employee Wages and Compensation

Sundial Collective is committed to providing higher than living wage to all employees and raises based on employee performance, with performance reviews conducted every 90 days to determine raise eligibility.

Sundial Collective is committed to starting operations with 15 employees from the City of Woodland. 10 employees will be full-time. Sundial Collective is committed to hiring 5 additional employees once the business is established and service needs increase, with an anticipated total employee count of 20 employees within the first two years and up to 25 employees after three years.

Sundial Collective is committed to providing the following employee benefits:

- Holiday Pay: Time and a half for all employees who work on a holiday.
- Vacation: Full-time employees receive 14 paid vacation days per year.
- Paid Sick Leave: All employees receive 48 hours of sick leave on their first day of employment, renewing annually. Sick time can increase up to 120 hours per year, depending on tenure.
- Paid Funeral Leave: Three days of paid leave.
- Health Insurance: Full-time employees are eligible for Sundial Collective's CalChoice health plan, with either an HMO or PPO, with the premium paid for by Sundial Collective. Dental and vision insurance are also available.
- Employee Stock Plan: Employees are eligible for stock incentive plans to earn an equity stake in the business. Stock will vest over a number of years, with additional stock potentially offered as a performance bonus or award upon management promotions.
- Discounts: Employees receive 30% off all products at Sundial Collective.
- Uniforms: Each employee is provided with five shirts, a hat, and a pair of shoes. New uniforms are provided when needed, at the General Manager's discretion.

Continuing Education

Sundial Collective is committed to providing opportunities for career advancement in the following areas:

- Security measures and controls for the prevention of diversion, theft, or loss
- Emergency response procedures (EAP)

- Cannabis strains, products, and their effects
- Quality assurance, packaging, and labeling requirements
- Recognizing signs of substance abuse or instability in customers
- Prohibition of smoking cannabis in public spaces
- Responsible adult use of cannabis
- Regulatory compliance
- Treez Point-of-Sales Systems
- METRC, the California mandatory seed-to-sale platform
- IIPP
- Sexual harassment
- Customer relations
- Identifying valid IDs
- Discrimination

Sundial Collective is committed to working with vendors to provide employee education and brand training for all products sold at its retail store and is committed to paying for all employee training and compensating employees for their time in training.

Security Plan

The interior of the premises will be remodeled to represent the Sundial Collective brand and to meet state and local requirements for the proposed operation. New walls will be constructed to create a secured lobby at the front customer entrance. The constructed lobby will be used to verify customer IDs and physician recommendations before allowing entrance to the retail floor. Once a customer has been verified, they will be granted entry through a buzz in limited access door. Customers will be allowed on the sales floor after they are identified and confirmed to be eligible to purchase cannabis products.

The rear of the building's interior will have restricted access to customers and additional walls will be constructed to create secured storage, vendor intake, offices, bathrooms, order fulfillment, and a vault area. All areas where cannabis and cannabis products are stored or pass through will be limited access and be equipped with electronic locking doors that only authorized employees will be able to access. The proposed modifications include:

- New interior partition walls.
- New interior finishes, including flooring, paint, light fixtures, display cases, wall art, and refrigerator displays.
- Flooring will be removed to expose the existing concrete. The concrete will be ground and polished to create durable and safe flooring. The interior drywall will be finished so that it has a flat coating. The drywall will then be painted with white zero-VOC paint to allow for easy cleaning.
- Burglar systems, including hold-up alarms, panic buttons at reception, secured storage areas, cash handling areas, contact sensors on doors and windows, and motion sensors.
- Fire monitoring system: Bay Alarm will install a fire monitoring system. The alarm system will include carbon monoxide and smoke detectors with audible sirens. Alarms will be installed in every room within the premises. Fire extinguishers will be installed in accordance with local and state law.
- Installation of electronic access doors to control customer entry and limited access entry.
- HVAC upgrades and carbon filter installation.
- Interior Signage.
- City Business License.

- City Cannabis Permit.
- DCC License.
- Seller's Permit.
- Electrical and low voltage upgrades as necessary to support exterior signage, lighting, and standard trash and recycling receptacle needs.
- Sundial Collective will comply with all development standards set forth by the city and state. The exterior of the facility will remain the same. It consists of stucco and wood façade and windows. The only changes to the exterior will be paint and signage. The paint used will be zero-VOC.
- New exterior "Sundial Collective" signage – Signage will be reviewed under a separate submission.
- Exterior lighting as needed for security and signage illumination.
- Security shutters for interior windows.
- Each window will have security film, preventing the sight of cannabis and cannabis products from the exterior of the facility. Each window will be covered with a metal rolldown door to prevent attempted entry, criminal activity, and vandalism.
- Surveillance system as needed to comply with city and state regulations.
- Repaint the exterior of the building.
- Re-roof the building, as needed.
- Re-stripe and make improvements to the parking lot, as needed.
- Provide updated Low Impact Development landscaping.
- Install solar paneling.
- Installing bike racks to promote energy-efficient travel, Sundial Collective offers 5% off customer purchases when they travel to the store on a bicycle.

The proposed upgrades to the facility will not have a negative impact on the surrounding community.

Visually, the public perception will not be that Sundial Collective is a cannabis dispensary. No products will be visible from the exterior, and the sign does not include any language surrounding cannabis. The visual aesthetics will blend in with surrounding uses.

Sundial Collective has safety measures in place to ensure that cannabis is only purchased by qualified customers. Sundial Collective will educate the community on the effects of cannabis, especially for the youth population.

Mitigation of Youth Exposure

Security Measures

- No cannabis products will be visible from the exterior of the building, preventing youth exposure.
- Security will monitor the exterior premises and entrance to ensure no minors are loitering on the property or trying to gain entry to the facility.
- The facility will have a "secured vestibule" at the front entrance labeled "Lobby." This area will allow management and security to control access to the retail floor entry door. Security will open the retail sales floor door after an individual is verified as a qualified guest and successfully checked into the TREEZ POS system. This door will be equipped with an electronic access system that requires a unique fob issued by the security company to grant entry to the retail sales floor.

Age Verification

- Every guest must be age-verified before being granted access to the retail sales floor. A valid government-issued ID will be scanned into the TREEZ POS operating system. The TREEZ 2D scanner alerts the employee and/or security guard if an ID is expired and if the person is over 21. All IDs are saved into the guest's TREEZ profile, which prevents the attempted use of a fake ID and using someone else's ID.
- All employees and security guards will be trained in identifying fake IDs.

Exterior Signage to Deter Youth

- "No persons under the age of 21 are allowed on the premises, excluding medical patients age 18+ who hold a valid MMIC or physician's recommendation."
- "No Person Under 21+ Allowed." – Posted to each entrance.
- "No Loitering".

Child Resistant Packaging

- All products that will be sold at Sundial Collective are required to be in Child Resistant or Tamper Proof Packaging.

Sundial Collective intends to ensure that the security system employed, which will monitor the surrounding neighborhood for 100 ft in every direction, has a positive effect on the community and thwarts any potential criminal activity. In addition to Sundial Collective's 24/7 live camera monitoring and surveillance, security guards will be present 24 hours a day, 7 days a week.

Outdoor activities will be minimal for this project. The trash bins will be located inside a gated and walled area at the exterior of the premises. Security guards will walk the premises daily to check for policy violations, litter, and loiterers. Security will meet vendors at the rear vendor entrance to escort them to and from the facility's interior with management. Retail sales will only occur inside the designated areas of the facility.

Sundial Collective will ensure the property and surrounding area are free of litter and graffiti. The property will be maintained in a neat and clean manner. All vegetation will be maintained at the facility on a regular schedule.

These and any additional security measures required by the Woodland Police Department shall be included in the final Security Plan approved by the Police Department and made part of the Cannabis Business Permit.

Discussion:

Applicable Laws, Codes & Ordinances

This project is subject to several laws, codes, and ordinances as described below:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- City of Woodland Cannabis Business Permit Requirements
- California Environmental Quality Act (CEQA)

- Regulations of the California Department of Cannabis Control

2035 General Plan Consistency

The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.1 (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security).

Specifically, the project is consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will gain the City some share in this market through the generation of sales tax.

As previously mentioned in this report, applicants for a retail commercial cannabis conditional use permit and operating agreement were required to prepare and provide a Security Plan for proposed sites and facilities which support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design). This plan was reviewed by the City of Woodland Police Department and shall meet State requirements.

The proposed use is located on a parcel designated for commercial land uses and will operate out of an existing commercial building (Policy 2.J.1 – Enhanced Design Character of Existing Centers).

Zoning Consistency

The project site is zoned Community Commercial Mixed Use. The City Community Commercial Mixed Use zone is applied to areas near entry access nodes to the community and supports regional commercial uses and light industrial uses.

Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Community Commercial Mixed Use zone subject to use permit approval.

Development Standards

The proposed storefront retail cannabis dispensary would be established in an existing multi-tenant commercial building previously occupied by commercial uses. Tenant improvements will be made to the existing building to meet the operational requirements of the proposed use, including those outlined in the project's security plan; no new construction is proposed onsite.

The project is consistent with land use, lot coverage, landscaping, building type, building height, and setback requirements for the Community Commercial Mixed Use zone. Vehicle access to the site is provided from an existing driveway from East Main Street. At the time of tenant improvements, staff will conduct a staff-level architectural review consistent with existing practice for minor improvements to existing buildings.

Parking

The number of required off-street parking spaces for the proposed storefront retail cannabis dispensary use is consistent with the parking requirements for retail land use per City of Woodland Municipal Code Section 17.68.

The premises has 13 parking spaces and 1 dedicated ADA parking space in the parking lot. Two of the spaces will be outfitted with 48-amp Tesla charges for electric vehicles. Employees are encouraged to rideshare and ride bikes to work. Sundial anticipates having 3-5 employee vehicles

on-site at any given time.

Zoning Verification

A zoning verification was conducted as part of the associated preliminary cannabis business permit to verify compliance with the location limitations for commercial cannabis land uses established in the City of Woodland Municipal Code Section 17.84.120, which is also consistent with State requirements.

At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park. There were no more than two retail cannabis dispensaries within 1,000 feet of the project site. The proposed site would be more than 500 feet away from any other storefront retail cannabis dispensary use.

Conditional Use Permit Review

A Conditional Use Permit (CUP) affords broad public review and evaluation of those uses which require special consideration to ensure proper integration into the community; mitigation of any potentially adverse impacts; and making the required findings to permit the use. In considering an application for a conditional use, due regard shall be given to the nature and condition of the proposed or existing use and all adjacent uses and structures and may impose such requirements and conditions with respect to location, construction, maintenance, and operation, as may be deemed necessary for the protection of adjacent properties and public interest. Conditional Use Permit analysis typically includes consideration of proposed use; hours of operation; consistency with zoning standards such as parking; compatibility with existing uses and structures in the surrounding area; and other criteria as may be deemed appropriate.

A CUP runs with the land unless the CUP is revoked. Once approved, should ownership of the land or the business change, the CUP would remain valid at the location approved.

Following a public hearing, the City Council may approve a use permit application, with or without conditions, if all the following findings can be made:

Use Permit Findings

1. The proposed use is consistent with the General Plan.

The proposed storefront retailer use would be compatible with the underlying General Plan designation and zoning district and operate similarly to other existing retail businesses subject to use-specific standards. The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.I (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security).

Specifically, the project would be consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). The preparation and provision of a security plan support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design).

The proposed use would be located on a parcel designated for commercial land uses and would operate out of an existing commercial building (Policy 2.J.I – Enhanced Design Character of Existing Centers).

2. The proposed use is consistent with the purposes of the Zoning Code, and the purposes of the applicable zone.

The proposed use would be located on a commercial site designated Community Commercial Mixed Use on the 2035 General Plan land use diagram and is zoned Community Commercial Mixed Use. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Community Commercial Mixed Use zone subject to use permit approval.

The proposed project site is not within a 600-foot radius of a school providing K-12 instruction, a daycare center, a youth center, or a public park.

The proposed retail storefront cannabis dispensary will not be located within 500 feet of another retail storefront cannabis dispensary.

3. The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.

The operations of Sundial Collective are based in retail and will not impact any other commercial retail business in the area.

The interior of the premises will be remodeled to represent the Sundial Collective brand and to meet state and local requirements for the proposed operation. New walls will be constructed to create a secured lobby at the front customer entrance. The constructed lobby will be used to verify customer IDs and physician recommendations before allowing entrance to the retail floor.

Once a customer has been verified, they will be granted entry through a buzz in limited access door. Customers will be allowed on the sales floor after they are identified and confirmed to be eligible to purchase cannabis products.

The rear of the building's interior will have restricted access to customers and additional walls will be constructed to create secured storage, vendor intake, offices, bathrooms, order fulfillment, and a vault area. All areas where cannabis and cannabis products are stored or pass through will be limited access and be equipped with electronic locking doors that only authorized employees will be able to access. The proposed modifications include:

- New interior partition walls.
- New interior finishes, including flooring, paint, light fixtures, display cases, wall art, and refrigerator displays.
- Flooring will be removed to expose the existing concrete. The concrete will be ground and polished to create durable and safe flooring. The interior drywall will be finished so that it has a flat coating. The drywall will then be painted with a white zero-VOC paint to allow for easy cleaning.
- Burglar systems, including hold-up alarms, panic buttons at reception, secured storage areas, cash handling areas, contact sensors on doors and windows, and motion sensors.
- Fire monitoring system: Bay Alarm will install a fire monitoring system. The alarm system will include carbon monoxide and smoke detectors with audible sirens. Alarms will be installed in every room within the premises. Fire extinguishers will be installed in accordance with local and state law.
- Installation of electronic access doors to control customer entry and limited access entry.
- HVAC upgrades and carbon filter installation.
- Interior Signage.

- City Business License.
- City Cannabis Permit.
- DCC License.
- Seller's Permit.
- Electrical and low voltage upgrades as necessary to support exterior signage, lighting, and standard trash and recycling receptacle needs.

Sundial Collective will comply with all development standards set forth by the city and state. The exterior of the facility will remain the same. It is comprised of stucco and wood façade and windows. The only changes to the exterior will be paint and signage. The paint used will be zero-VOC.

- New exterior "Sundial Collective" signage – Signage will be reviewed under a separate submission.
- Exterior lighting as needed for security and signage illumination.
- Security shutters for interior windows
- Each window will have security film, preventing the sight of cannabis and cannabis products from the exterior of the facility. Each window will be covered with a metal rolldown door to prevent attempted entry, criminal activity, and vandalism.
- Surveillance system as needed to comply with city and state regulations.
- Repaint the exterior of the building.
- Re-roof the building, as needed.
- Re-stripe and make improvements to the parking lot, as needed.
- Provide updated Low Impact Development landscaping.
- Install solar paneling.
- Installing bike racks to promote energy-efficient travel, Sundial Collective offers 5% off customer purchases when they travel to the store on a bicycle.

The premises has 13 parking spaces and 1 dedicated ADA handicap parking space in the parking lot. Two of the spaces will be outfitted with 48-amp Tesla charges for electric vehicles. Employees are encouraged to rideshare and ride bikes to work.

Sundial Collective will not have the exterior appearance of a cannabis dispensary. No products will be visible from the exterior, and the sign does not include any language surrounding cannabis. The visual aesthetics will blend in with surrounding uses.

Sundial Collective has safety measures in place to ensure that cannabis is only purchased by qualified customers. Sundial Collective will educate the community on the effects of cannabis, especially for the youth population.

4. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, including transportation and service facilities.

The proposed use is compatible with the surrounding commercial area. The storefront retailer would be located within an existing commercial building similar in design, size and operating characteristics as other single-story retail and restaurant buildings along Court Street.

No new construction is proposed onsite. The building architecture and site improvements, including lighting, landscaping, parking have previously been found consistent with land use, lot coverage,

building type, building height, and setback requirements for the Community Commercial Mixed Use district.

5. Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

Sundial Collective is not requesting to modify the exterior of the premises as the exterior already ensures that it blends seamlessly with the surrounding area.

Sundial Collective's security guards will monitor the site and are required to ensure there is no loitering in the area.

6. The proposed project has been reviewed in compliance with CEQA.

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 4,000 square foot existing building that has previously been occupied by commercial uses similar to the proposed project.

In addition to the CUP findings outlined above, the Cannabis Ordinance 1685 (Municipal Code 17.84.120): provides other specific factors that shall be considered by the City Council, including the following:

1. The type of proposed use by the applicant.

The proposed use would be located on a commercial site designated Community Commercial Mixed Use on the 2035 General Plan land use diagram and is zoned Community Commercial Mixed Use. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Community Commercial Mixed Use zone subject to use permit approval.

2. Whether the proposed use will be detrimental to the health, safety and welfare of the community.

The project site is a commercial area comprised of a variety of commercial retail and service uses along Court Street, with residential uses present further east and west of West Street. The zoning verification conducted as part of the associated preliminary request for proposals process verified compliance with the location limitations for storefront retailers established in WMC Section 17.84.120. At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park.

Furthermore, operation of the proposed storefront retailer in accordance with the standards established in WMC Section 5.28 as well as the applicant's Safety and Neighborhood Compatibility

Plans will ensure that a storefront retailer's use at this location would not have detrimental effects on the surrounding neighborhood.

3. Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties.

The proposed facility will provide a new source of employment and revenue for the City while remaining under close regulation and oversight by both the City and State.

At the time of approval of a Cannabis Business Permit, an application will be required to Prepare and submit a Community Benefit Plan and Social Policy and Local Enterprise Plan describing the applicant's plans for local outreach and hiring of residents of the City of Woodland for open positions and/or compensation for continuing education, and any other actions proposed by the applicant that are intended to benefit the local workforce and/or applicant's local employees.

4. Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts.

Sundial Collective is committed to contributing 2.5% of their annual business gross receipts per year to active 501(c)(3) non-profits active in the City of Woodland and to hiring all employees directly from the City of Woodland, creating fifteen (15) jobs initially with a commitment to hire 5 additional employees once the business is established and service needs increase, with an anticipated total employee count of twenty (20) employees within the first two years and up to 25 employees after three years. A detailed summary of their community benefit and local enterprise plan is provided above in the background section of this report and as Exhibits B and C to the Operating Agreement (Attachment 3).

5. The extent of support or opposition to the proposed use and location from members of the community, and the applicant's plans to ensure strong community relations and compatibility with the surrounding neighborhood.

Prior to the submission of applications, public notice of the proposed retail cannabis use was provided to owners and tenants within a 600-foot radius of the project site, the site was posted with a highly visible notice, of a minimum four-foot by eight-foot in size mounted on a freestanding sign or posted on the building frontage, 10 days before the scheduled public hearing date, and a Legal notice was published in the Woodland Daily Democrat at least twelve days before the public hearing date.

Sundial Collective commits to continued work with non-profits that do work focused on youth education, youth drug prevention, and pregnancy education in the City of Woodland. This is outlined in detail in the Community Benefit Plan.

Sundial Collective will plan to have a Community Relations manager who will be responsible for outreach and communication for the Woodland community and will be the liaison between Sundial Collective and the surrounding community.

Sundial Collective has prepared and submitted a Community Relations and Neighborhood Compatibility Plan (Attachment 7) describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted. The plan describes how the cannabis business will proactively address and respond to complaints from the surrounding community related to noise, light, odor, litter, vehicles and pedestrian traffic and any other activities that could become a nuisance

or have impacts on the cannabis business's neighbors and the surrounding community.

Public comment received prior to the publication of this report is provided as Attachment 10.

6. The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location.

There are no cannabis uses located or proposed to be located within 1,000 feet of the proposed location at 3 Court Street.

7. The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area.

At this time, there is no overconcentration of cannabis uses.

8. The background and history of the applicant, including the experience and qualifications of the applicant and those persons involved in the management, oversight, and day-to-day operations of the proposed use, the professional training and certifications of the applicant and/or persons involved in the management, oversight and day to day operations of the proposed use, and the nature and extent of the problems on any premises where the applicant has operated a cannabis business in the past.

Sundial Collective's management consists of the following:

Laythen Martines

- Owner and operator of multiple licensed cannabis companies, including retail, distribution, and cultivation
- Founder of Sundial Collective, Redding's largest dispensary
- Education
 - Bachelor of Science in Environmental Resources, Cal Poly Humboldt; and
 - Expert in computer programming, fluid mechanics, applied hydraulics, water quality, environmental health, water reuse, hydrology, chemistry, thermodynamics, physics, transport phenomena, NEPA, CEQA, limnology, solar thermal engineering, system analysis, mechanics and science of materials, environmental data modeling and analysis, and desalination facility design.
- Experience
 - Owner of LGM Investing, LLC, established in August 2016;
 - Engineer consulting business in Trinity County;
 - Over 91 cannabis cultivation clients;
 - Mr. Martines assists cultivations in meeting all environmental requirements for CEQA review, developing best management practices for environmental cultivation matters such as wastewater discharge and sediment control. Develops training programs and standard operating procedures. Implements training and SOPs with staff and management;
 - Owner of 5 licensed cannabis dispensaries, one licensed distribution facility, and 31 cultivation licenses; and
 - Laythen Martines oversees day-to-day operations, manages SOPs, manages core department managers, approves budgeting with the Controller, ensures compliance with METRC, oversees fertilization, pesticide applications, and daily care of cultivation

plants, focuses on customer service, safety and security in all aspects of operations, oversees marketing and public relations, and provides leadership to all departments.

- **Qualifications**

- California Drinking Water Treatment II License #38160;
- California Drinking Water Distribution II License #45817;
- Valid CA Driver's License #D3156813;
- 5 operational Cannabis Retail licenses and 2 in the process of being constructed;
- 1 Distribution License;
- 31 Cultivation Licenses and one pending build-out and state licensure;
- Multiple Lake and Streambed Alterations Permits applied for and successfully obtained for clients from the California Department of Fish and Wild Life;
- Highly skilled in AutoCAD, Microsoft Office, Distru, IheartJane, GIS, Hik-Connect, METRC, and TREEZ;
- Certified Weighmaster;
- 18 years of Cannabis Industry experience; and
- CAL/OSHA Certified.

A detailed summary of experience and qualifications is provided in Attachment 5.

9. Whether there is a history of police or crime-related problems in the area of the proposed location which may be exacerbated by establishment of the proposed cannabis use.

There is no history of police crime-related problems in the area of the proposed location, which may be exacerbated by the establishment of the proposed cannabis use.

10. Whether the proposed license would enhance recreational or entertainment opportunities in the area.

Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will provide an amenity that does not presently exist in the City.

Cannabis Business Permit Review – Municipal Code Section 5.28

The Cannabis Business Permit provides for the review of operational features for each cannabis business entity and is required in addition to a business license. A Cannabis Business Permit is required before initial operation and requires annual review. Before issuance of the Cannabis Business Permit, fees must be paid, and a Conditional Use Permit and final Operating Agreement authorized. The Cannabis Business Permit is approved by the Community Development Director. Operating details including a Security Plan, Lighting Plan, Community Benefit Plan, Social Responsibility, and Local Enterprise Plan, as well as an Operating Agreement and Indemnification statement, are required as part of the Cannabis Business Permit review. Some of these items have been provided as part of the Conditional Use Permit review and are included as attachments.

Revocation of Permit

In the event of a violation of the terms and conditions of a retail cannabis business permit, the City may take various enforcement actions as provided under City Code Section 5.28.090 - Violations. These actions may include fines, penalties, suspension, or revocation of the permit.

Environmental Assessment Status

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section

15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy an approximately 4,000 square foot existing building that has previously been occupied by medical office uses.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat on October 3, 2024, twelve days prior to the public hearing.
- Notices were mailed to all property owners and tenants within a minimum of 600 feet of the project site on October 4, 2024.
- Pursuant to City of Woodland Municipal Code 17.110.100.D., the site was posted with a highly visible notice, of a minimum four foot by eight foot in size mounted on a freestanding sign or posted on the building frontage, 10 days prior to the scheduled public hearing date on October 15, 2024.

Reviewing Agency Comments

The project has been circulated to other city divisions and departments for review as well as to agencies outside the City of Woodland who have interest in the application including Waste Management and Yolo County. All reviewing agency comments have been integrated into the conditions of approval.

Conclusion:

Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 3 Court Street in the City's Community Commercial Mixed Use zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Sundial Collective Woodland, LLC and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Prepared by: Anna Canales, Assistant Planner

Reviewed by: Erika Bumgardner, Deputy Director of Community Development



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Sundial Collective CUP and Conditions of Approval
2. Proposed Resolution - Sundial Collective Operating Agreement
3. Operating Agreement _ Sundial Collective Woodland LLC
4. Project Application
5. Qualifications of Owner
6. Site Plan
7. Redacted Neighborhood Compatibility and Community Relations Plan
8. Odor Control Plan
9. Resolution PC 24-06
10. Publication Proof
11. Public Comment 9.19.24

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA APPROVING A CONDITIONAL USE PERMIT FOR A STOREFRONT
RETAIL CANNABIS DISPENSARY AT 3 COURT STREET WITHIN THE CITY
COMMUNITY COMMERCIAL MIXED USE ZONE CONDITIONED UPON
APPROVAL OF THE APPROPRIATE CANNABIS BUSINESS PERMIT AND THE
RECOMMENDED CONDITIONS OF APPROVAL**

WHEREAS, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

WHEREAS, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

WHEREAS, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

WHEREAS, the City received a total of 12 proposals in response to the request for applications; and

WHEREAS, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

WHEREAS, after an initial review of the proposals, the Proposal Review Committee met in July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

WHEREAS, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

WHEREAS, the Proposal Review Committee ranked Sundial Collective – Woodland LLC as 3 out of 12, with a score of 93.56%; and

WHEREAS, the City of Woodland City Council hereby finds that the proposed cannabis retailer use to be located at 3 Court Street (“Site”), as set forth in Planning Application No. PLNG 24-00035 submitted by business applicant Sundial Collective – Woodland LLC (“Applicant”), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

WHEREAS, On September 19, 2024, the Planning Commission held a duly noticed public hearing concerning the proposed cannabis retailer use to be located at 3 Court Street as set forth in Planning Application No. PLNG 24-00035. After the hearing, the Planning Commission recommended 4 to 1 (two absences) City Council approve the Conditional Use Permit and Operating Agreement for Retail Commercial Cannabis land use as proposed; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the City Council of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the City Council public hearing date; and

WHEREAS, the City Council held a duly-noticed public hearing on October 15, 2024, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, approves a Conditional Use Permit for a cannabis retail use located at 3 Court Street, as set forth in Planning Application No. PLNG 24-00035, prepared by Sundial Collective – Woodland, LLC; based on the following findings:

SECTION 1. Recitals. The City of Woodland City Council hereby adopts the above recitals as true and correct findings of the City of Woodland City Council and incorporates them into this Resolution by this reference.

SECTION 2. Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 3 Court Street, as set forth in Planning Application No. PLNG 24-00035, the City of Woodland City Council hereby makes the following additional findings,

pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities, and involves the conversion of a small structure not exceeding 2,500 square feet where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland City Council has considered all relevant evidence regarding the Site and the Applicant’s proposed use, and finds that Applicant’s proposed cannabis retailer use at the Site satisfies those considerations, as follows:
 - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland City Council has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland City Council finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant’s use at the proposed location.
 - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland City Council has considered all evidence and testimony relevant to the Applicant’s proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Community Commercial Mixed Use zone and not adjacent to sensitive uses; and therefore will not result in negative impacts on existing uses in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant’s failure to

abide by those conditions of approval may result in permit revocation.

- c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland City Council finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently available to the surrounding area and will bring retail activity to the proposed location.
- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland City Council finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland City Council has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland City Council has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community. No opposition to the proposed use or location was expressed by the community or the surrounding neighborhood.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland City Council further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland City Council further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland City Council has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland City Council has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland City Council is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.
- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland City Council finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location,

the City of Woodland City Council therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community.

SECTION 3. Approval. In accordance with the City of Woodland City Council findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland City Council hereby approves Planning Application Number PLNG 24-00035 for the issuance of a Retail Cannabis Conditional Use Permit to Sundial Collective – Woodland, LLC for the proposed cannabis retailer use at 3 Court Street. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all of the findings and conditions of approval specified in Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, City Clerk

Ethan Walsh, City Attorney

EXHIBIT A

**Conditions of Approval
PLNG 24- 00035**

**Address: 3 Court Street
Cannabis Business: Sundial Collective – Woodland LLC**

Conditions of Approval

General Conditions

1. **Approval.** Planning Application # PLNG 24-00035, submitted by Applicant Sundial Collective – Woodland, LLC for the proposed cannabis business “Sundial Collective” is approved to permit retail sales of cannabis and cannabis products, and, in a building size of approximately 4,000 square feet located at 3 Court Street and with hours of operation of Monday – Sunday 9 am – 9 pm.
2. **Substantial Conformance.** The use shall be implemented in substantial conformance with the Conditional Use Permit (Planning Application: PLNG 24-00035) as approved by the City Council, and subject to all applicable provisions of Woodland Municipal Code Section 5.28, Commercial Cannabis Business Permits, and Section 7.84.120, Commercial Cannabis Businesses, except as modified herein. Prior to issuance of a Cannabis Business Permit and, if applicable, Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the city. Changes in the use or an increase in the intensity or size of operation may require approval of a new use permit or a modification to the existing use permit.
3. **Regulatory Permit.** The approval of the Conditional Use Permit and commencement of business operations shall be contingent upon the applicant submitting a Cannabis Business Permit application and all of the materials and documentation required by Woodland Municipal Code Chapter 5.28.180, Applications for Cannabis Business Permits, to the Community Development Director for review and approval. Applicants shall obtain and maintain at all times a valid Cannabis Business Permit including approval of an Operating Agreement, prior to occupancy of the building and continuing at all times that the business is in operation, including payment of all required fees for application review. The Cannabis Business Permit shall be timely renewed and maintained in accordance with the applicable procedures set forth in Woodland Municipal Code Chapter 5.28 as a condition of continuing the retailer use under the approved conditional use permit.

All requirements, terms and conditions of the Cannabis Business Permit, Operating Agreement, and applicable state license(s) shall be considered conditions of this conditional use permit. Failure to comply with all applicable state and local laws and ordinances, the Cannabis Business Permit, Operating Agreement, and/or applicable state license(s) shall be deemed a violation of the conditional use permit and may result in revocation of the use permit.

4. **Indemnification.** The applicant shall defend, indemnify, and hold harmless the City of

Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

5. **Other Permits and Licenses.** The applicant shall obtain all other permits and licenses required by the City for the use, including a Cannabis Business Permit pursuant to Woodland Municipal Code Chapter 5.28, and any other City permits required for retail cannabis uses prior to occupancy of the building and operation of the business, and shall pay all required fees in the amount currently established as applicable, or in the amount to be adopted by City Council. All cannabis businesses must, prior to establishing and operating any such cannabis business, obtain and maintain at all times a valid license issued by the State, as may be applicable, and any other applicable local or regulatory licenses.
6. **Building and Fire Requirements.** Prior to occupancy and/or issuance of a Cannabis Business Permit, applicant shall comply with all applicable Building and Fire requirements to the satisfaction of the Building Official and the Fire Marshall. The applicant shall obtain all necessary and appropriate permits for the project prior to occupancy, including but not limited to building and encroachment permits, and pay all required fees.
7. **Runs with the Land.** The terms and conditions of approval of the conditional use permit shall run with the land, and shall be binding upon and be to the benefit of the heirs, legal representatives, successors, and assignees of the property owner. Where a conditional use has abandoned the site or has ceased activity for a period of six (6) months, expressly including due to the failure to obtain or maintain other necessary regulatory licenses and permits to operate the business, the approved conditional use permit may be subject to revocation for non-use. Under these circumstances, and if such non-use results in revocation of the conditional use, a new application for a conditional use permit must be processed per the requirements of the City's then-existing zoning ordinance.
8. **Permit Expiration.** The Conditional Use Permit must be exercised within one year of issuance, or it shall be deemed null and void by act of law (Woodland Municipal Code Section 17.96.130, Expiration and Extension). A permit for use of a building or a property is exercised when a valid City business license, Cannabis Business Permit, and all necessary permits have been issued, and the permitted use has commenced on the site in accordance with applicable conditions of approval contained herein.
9. **Other Applicable Requirements.** The project approval is subject to all applicable requirements of the Federal, State, City of Woodland and any other affected governmental agencies. Approval of this request shall not waive compliance with all sections of the Municipal Code, all other applicable Federal, State and City Ordinances, and applicable Community or Specific Plans or Design Guidelines in effect at the time of building permit issuance. The duty of inquiry as to such requirements shall be upon the applicant.

- 10. Compliance with Conditions.** Prior to any use of the project site, all Conditions of Approval shall be completed to the satisfaction of the Community Development, Police, and Fire Departments. In the event that any of the conditions of this permit are not satisfied, the Community Development Director may request a public hearing be set before the Planning Commission to determine whether the Conditional Use Permit should be revoked. Additionally, upon showing of a compelling public necessity demonstrated at a noticed public hearing, the City of Woodland, acting through the appropriate entity, may add, amend, or delete conditions of this permit.
- 11. Violations.** Upon receipt of a Cannabis Business Permit the applicant shall be subject to provisions relating to violations contained in Municipal Code Section 5.28.090, or as may be amended.
- 12. Environmental Recording Fee.** Applicant shall provide the Community Development Department with a check for the sum of \$50 made out to Yolo County to record the CEQA environmental document (Notice of Exemption) with the County.
- 13. Applicant's Responsibility to Inform.** The applicant shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.

Planning Conditions

- 16. Education.** The cannabis retailer shall provide information or disclaimers to all customers regarding the effects of cannabis consumption and legal consequences of consumption or possession under federal law, in a form approved by the City.
- 17. Parking.** The project shall provide and maintain the number of on-site parking spaces consistent with the requirements of Section 17.68 of the Woodland Municipal Code, based on gross square footage of retail use, consistent with City standards unless otherwise approved by the Community Development Director.
- 18. Bicycle Parking.** The project shall provide bicycle parking, consistent with the requirements of Section 17.68.070 of the Woodland Municipal Code. The location of the racks and locking mechanism details shall be subject to review and approval by the Community Development Department prior to issuance of permits. Bicycle parking shall be installed prior to occupancy.
- 19. Signage.** Signage shall require a Sign Permit subject to approval by the Community Development Department in compliance with Woodland Municipal Code Section 17.100.140, Sign Permits – Permanent Signs, and may require a Building permit prior to installation.,
- 20. Trash Maintenance.** The site shall be kept free of trash or debris at all times. Graffiti or any other type of vandalism shall be removed or otherwise remediated within 72 hours of occurrence.

21. **Landscape.** Prior to operation, all existing landscape planter areas shall be replanted and maintained per City Standards. Vegetative matter shall cover no less than 75% of the required landscape area unless otherwise approved by the Community Development Director. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying and cultivation.
22. A storefront cannabis dispensary permittee shall not allow cannabis, cannabis products, or cannabis accessories on the dispensary site to be visible from the public right of way, the unsecured areas surrounding the buildings on the site, or the site's main entrance and lobby.
23. No storefront cannabis dispensary shall grow or cultivate cannabis, except for immature nursery stock cannabis plants, on the dispensary site.

Building Conditions

The following comments are from the City of Woodland Building Division and are applicable to the referenced project:

24. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - A. 2022 California Building Code
 - B. 2022 California Plumbing Code
 - C. 2022 California Mechanical Code
 - D. 2022 California Electrical Code
 - E. 2022 Building Energy Efficiency Standards
 - F. 2022 California Green Building Code
 - G. The Code of the City of Woodland
25. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
Recycle plan is required at time of permit issuance along with a \$1000 deposit.
Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
26. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
27. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
28. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

Fire Conditions

The following comments are from the City of Woodland Fire Department and are applicable to the referenced project:

29. **Project Condition. Prior to permit approval to install gates or barriers:** The installation of perimeter fencing, gates, or obstacles that obstruct fire apparatus access roads shall require

a separate plan submittal, review, and approval by the Woodland Fire Department prior to installation.

30. **Advisory:** An operational permit for a Cannabis dispensary will be required. The permit(s) will cost \$342.00 and be billed at the time of the fire inspection.
31. **Advisory:** Addressing and suite numbers shall be readily visible, contrasting in color to the background.
32. **Project Condition. Prior to permit approval:** Tenant improvement plans shall be submitted to the City of Woodland Building and Fire Department for review and approval due to the interior remodel of the space.
33. **Advisory:** Please be aware that, at a minimum or as applicable, the following items will be inspected, tested, or reviewed at the time of inspection.
 - Existing exit signs and emergency lighting shall be in good working order and capable of supplying illumination for not less than 90 mins. Testing records are required. Test to be conducted at fire inspection.
 - New and existing fire extinguishers shall be current and labeled with a State Fire Marshal-approved service label.
 - Existing exits, exit doors, and door hardware are not obstructed, are in good working order, and shall meet the minimum requirements of the CFC.
 - Housekeeping shall be orderly, and storage shall be stored in an approved manner per the CFC.
 - All electrical and cords shall comply with the CFC.
 - All electrical panels shall have a minimum 36-inch clearance before the panel.
 - Verify that the address and suite numbers are visible from the assigned street.
 - Verify fire lanes are marked.
 - Verify all landscaping is three feet away from fire department equipment.
 - Verify that fire department equipment is painted, marked, labeled, and secured as applicable.
 - Existing walls and ceilings are free from holes that would lead to fire extension.
 - Verify Knox Box keys.

Police Conditions

The following comments are from the City of Woodland Police Department and are applicable to the referenced project:

34. Security personnel shall be on site twenty-four hours a day or alternative security as authorized by the city manager or his/her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his/her designee (s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the chief of police.
35. **Security Plan.** Prior to issuance of a Business Cannabis Permit, applicant shall submit a final

Security Plan and Lighting Plan pursuant to Woodland Municipal Code Section 5.28.260, Cannabis Business Site Security, for review and approval by the Police Chief and Community Development Director. Photometric data may be required to indicate that parking and public areas are equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area or public/employee exterior access ways. Photometric data must also confirm the absence of “hot spots” or areas of ten (10) foot-candle of illumination per square foot or more.

Engineering and Public Works Conditions

The following comments are from the City of Woodland Engineering Division and Public Works Department and are applicable to the referenced project:

General Conditions

36. Prior to building permit issuance, applicant shall obtain an encroachment permit for all work within the public right-of-way including utility connections and water meter, sewer cleanouts, and backflow devices, along with any activity requiring traffic control. The submittal shall include an engineer’s estimate of cost for the public improvements and applicant shall pay a plan check and inspection fee in accordance with the fee schedule. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
37. All public improvements are required as a condition of development of this site, and shall be completed prior to certificate of occupancy of the building.

Fees:

38. Owner shall pay all permit fees for construction of offsite infrastructure improvements under the encroachment permit, as approved by City Council and defined in the City Fee Schedule.
39. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

Easements Dedications:

N/A

Site Design and Frontage Improvements

40. Backflow protection devices shall be installed on all domestic, landscape, and irrigation water services. Backflow devices shall be tested by a City-approved tester and results provided to the Public Works Department prior to occupancy. Work shall be covered by an encroachment permit.
41. Applicant shall remove and replace existing driveway along West Street with an ADA compliant commercial driveway per City standards.
42. Applicant shall remove and replace all non-ADA compliant, broken, or damage curb, gutter, and sidewalk along West Street per City standards.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA APPROVING AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AN OPERATING AGREEMENT WITH SUNDIAL
COLLECTIVE WOODLAND, LLC, FOR A CANNABIS RETAIL FACILITY
LOCATED AT 3 COURT STREET, WOODLAND, CA 95695**

WHEREAS, the applicant Sundial Collective Woodland, LLC, submitted a Conditional Use Permit application to operate a Retail Cannabis Facility (“Cannabis Business”) in a building size of approximately 4,000 square feet located at 3 Court Street and with hours of operation of Monday – Sunday 9 am – 9 pm; and

WHEREAS, the City Council, following a Planning Commission recommendation to approve the use, approved granting a Conditional Use Permit to the Cannabis Business to conduct commercial cannabis activities at the Subject Property, subject to conditions of approval and contingent on issuance of a cannabis business permit, state license(s) and execution of an Operating Agreement; and

WHEREAS, Woodland Municipal Code Chapter 5.28 provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community; and

WHEREAS, the proposed Operating Agreement additionally addresses other mutually agreeable terms and conditions regarding operation of the Cannabis Business, including minimum insurance requirements, security procedures, and indemnification.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Woodland as follows:

1. The City Council adopts the findings above as true and correct.

2. The City Council hereby approves of an Operating Agreement between the City and Sundial Collective Woodland, LLC generally consistent with the terms and conditions provided in the Operating Agreement attached hereto as Attachment 1.
3. The City Manager, or his or her designee, is authorized to execute an Operating Agreement in substantially the form provided in Attachment 1, subject to any minor, technical, non-substantive or necessary changes approved by the City Attorney, and any other supporting documents necessary to execute the Operating Agreement. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement, provided the total payment amount under the Agreement does not change.
4. The Operating Agreement shall be executed prior to issuance of a Cannabis Business Permit.

PASSED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting the City Council held on the 15th day of October, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, City Clerk

Ethan Walsh, City Attorney

Exhibit 1
[Operating Agreement]

**OPERATING AGREEMENT FOR A CANNABIS RETAIL BUSINESS AND
PRELIMINARY CANNABIS BUSINESS PERMIT
LOCATED IN THE CITY OF WOODLAND**

**SUNDIAL COLLECTIVE WOODLAND, LLC
3 COURT STREET, WOODLAND, CA 95695**

This Operating Agreement for a Cannabis Business (hereinafter “Agreement”), dated ____, 2024, (“Effective Date”), is entered into by and between the City of Woodland (the “City”), a California municipal corporation, and Sundial Collective Woodland, LLC, a cannabis retail facility (“Cannabis Business”). The City and Cannabis Business may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, On June 21, 2022, the City Council of the City of Woodland approved Ordinance Nos. 1685 and 1686 to allow consideration for up to four retail cannabis businesses within the City of Woodland.

WHEREAS, on February 27, 2023, the City of Woodland opened a competitive application review process for preliminary cannabis business permit applications, which closed on April 5, 2023. A total of 12 Preliminary Cannabis Business Permit applications were received.

WHEREAS, after conducting a complete, thorough, and objective review in consideration of all applications, the four top scoring applications were selected to continue through the final application review process, including the approval of an operating agreement to memorialize the requirements as provided for in the regulations governing commercial cannabis retail permits, Chapter 17.84.120 and 5.28 of the Woodland Municipal code, as well as statements and agreements provided in the application materials and as part of the interview process; and

WHEREAS, Cannabis Business is one of the four top scoring applicants and has applied for and received a Conditional Use Permit concurrently with the approval of this Agreement for the operation of a retail cannabis business at 3 Court Street, Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Subject Property**”).

WHEREAS, Section 5.28.180(A)(9) of the Woodland Municipal Code provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals, and all defined terms set forth in this Agreement, are hereby incorporated into this Agreement as if set forth herein in full.

2. Definitions. The following terms shall have the following meanings for purposes of this Agreement, but other terms may be defined elsewhere in this Agreement.

- A. “Assignment” means: (i) a sale, exchange or other transfer of this Agreement, the Cannabis Business’s rights hereunder, or substantially all of the Cannabis Business’s assets dedicated to operation of the retail cannabis business under this Agreement to a third party; (ii) a sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of the Cannabis Business; (iii) any reorganization, consolidation, merger re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Cannabis Business or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Cannabis Business; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, provided that the effect of such occurrence is to change control of Company or responsibility for this Agreement to an entity that is not controlled by Company’s ultimate parent entity (as defined on the Effective Date of this Agreement in 16 CFR § 801.1(a)(3)).
- B. “Cannabis business permit” means the regulatory permit issued by the City to the Cannabis Business pursuant to the provisions of Chapter 5.28 of the Woodland Municipal Code.
- C. Cannabis retailer” means a premises permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale, as permitted by Chapter 17.84.120 of the Woodland Municipal Code.
- D. “City” means the City of Woodland.
- E. “City Permits” means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, including the Cannabis

Business Permit, licenses, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for the Cannabis Business to operate in accordance with this Agreement.

- F. “Commencement Date” means the date that all of the following have occurred: (1) the City has issued all necessary City Permits; (2) the Cannabis Business has obtained all necessary State Licenses to operate; and (3) the Cannabis Business has obtained a certificate of occupancy.
- G. “Community Development Director” means the Community Development Director and his or her designee.
- H. “Conditional Use Permit” means the conditional use permit issued by the City to the Cannabis Business pursuant to Chapter 17.100.100 of the Woodland Municipal Code.
- I. “Effective Date” means the date first entered above as the Effective Date that both Parties have signed this Agreement.
- J. “Gross Receipts” means the total amount actually received or receivable from sales and the total amounts actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in “gross receipts” shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, all cost of materials used, labor or service costs, interest paid or losses or other expenses. The following shall not be included in the definition of “Gross Receipts: (1) Cash discounts allowed and taken on sales; (2) Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit; and (3) Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded.
- K. “Manager” means a person with responsibility and authority over the establishment, management, supervision, or oversight of the operation of the Cannabis Business.
- L. “State License” means all licenses required to be issued by the State of California for operation of the Cannabis Business pursuant to Division 10 of the Business and Professions Code and applicable state regulations, including Division 42 of Title 16, Division 8 of Title 3, and Division 1 of Title 17 of the California Code of Regulations, as those provisions may be amended.
- M. “Subject Property” means that certain property located at 3 Court Street, Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference, which is the location of the Cannabis Business’s retail cannabis business.
- N. “Term” means the period of time this Agreement is in effect, and any renewal periods, as specified in Section 3.

3. Term of Agreement. The Term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years therefrom (“Initial Term”), unless earlier terminated as specified in this Agreement. Prior to the expiration of the Initial Term and any subsequent Renewal Period, the Parties may mutually agree to extend the Term of this Agreement for up to two (2) additional two-year (2-year) terms to run consecutively (each a “Renewal Period”).

4. General Terms and Conditions. The Cannabis Business shall comply with all of the following terms and conditions for the Term of this Agreement:

- A. This Agreement is only valid for the Cannabis Business at the Subject Property identified in this Agreement. An assignment of this Agreement or any interest herein by the Cannabis Business is not permitted unless consented to in advance in writing by the City, which consent may be conditioned, granted or withheld in City’s sole and absolute discretion.
- B. The applicant shall apply for and receive approval for a final Cannabis Business Permit and all other required City permits, such as building permits, including receipt of a Certificate of Occupancy, prior to commencement of operations.
 - i. Submission of Complete Tenant Improvement Plans: The applicant shall submit a complete submittal to the City Building Division for all applicable tenant improvements within three (3) months following the Effective Date of this agreement. The submission must include all necessary documentation, plans, and approvals required by the City to ensure compliance with applicable codes and regulations.
 - ii. Commencement of Construction: All construction related to the applicable building permits must commence within six (6) months of the Effective Date of this agreement. Failure to meet these timelines will result in the termination of the Operating Agreement.
- C. Any conditions placed on the Cannabis Business Permit and the Conditional Use Permit are hereby incorporated as conditions of this Agreement. Violations of the Cannabis Business Permit, the Conditional Use Permit and/or applicable State Licenses shall be deemed violations of this Agreement and shall constitute a material breach of this Agreement.
- D. The applicant shall commence operation of the cannabis business within 12 months of the approval date of the CUP consistent with Section 17.96.130 of the Woodland Municipal Code, or the City will withdraw the preliminary business permit award and this agreement shall be null and void.
- E. The Cannabis Business shall obtain and maintain at all times a valid Cannabis Business Permit, Conditional Use Permit, and applicable State License(s) prior to and during operation of the Cannabis Business.
 - i. As soon as practicable, the Cannabis Business shall inform the City when it obtains its necessary State License(s), and shall provide a copy of the State

License(s) to the Community Development Director. The City shall cooperate with the Cannabis Business as appropriate and as needed to facilitate the State's issuance of a State License(s) to the Cannabis Business.

- ii. The City shall diligently process the Cannabis Business's applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; nor does this Agreement constrain the City's discretion to determine compliance with all requirements regarding issuance of any City Permits. Nothing in this Agreement relieves the Cannabis Business of the obligation to comply with all requirements and application procedures set forth in Chapter 5.28 and Section 17.84.120 of the Woodland Municipal Code.

- F. The Cannabis Business understands, acknowledges and agrees to comply with all applicable then-existing state and local laws and regulations applicable to operation of the Cannabis Business, including Chapter 5.28 of the Woodland Municipal Code.

5. Operational Requirements. In addition to all operating requirements set forth in Article IV of Chapter 5.28 of the Woodland Municipal Code, the Cannabis Business shall comply with the following specific operational requirements:

- A. The Cannabis Business shall immediately notify the City Police Department of any criminal activity, or suspected criminal activity, occurring at the Subject Property. In the event of any internal security system breach, including a faulty alarm system, broken or damaged surveillance cameras or other video recording equipment, or broken or damaged locks, doors, or lighting which may increase risk of criminal activity at the Subject Property, the Manager of the Cannabis Business shall notify the City Police Department as soon as practicable after becoming aware of the security system breach. The Cannabis Business shall diligently attempt to fix or resolve any such security breach immediately; if circumstances require additional time and delay to remedy, the Cannabis Business shall so notify City police and provide an estimated timeline the breach will be cured.
- B. If the Cannabis Business receives any criminal threats, or otherwise suspects any criminal targeting related to movement of product or cash from or to the Subject Property, the Cannabis Business shall immediately notify the City Police Department.
- C. The City's Chief of Police, or his or her designee, may perform site inspections of the Cannabis Business during hours of operation, upon reasonable notice. The scope of the inspection shall be to ensure compliance with all conditions on the Cannabis Business, including compliance with state rules and regulations, such as but not limited to, track and trace requirements, product storage, labeling, and disposal of product, as well as accounting, ledgers for distribution, and other records and operating procedures. Upon reasonable notice by the City, the Cannabis Business shall provide proof, including through visual observation and confirmation by City staff, of any storage, disposal or distribution of product as may be necessary to ensure business compliance. Should the City discover any evidence of falsification of records or other practices inconsistent with City or State requirements, the Cannabis Business shall, upon written notice from

the City, immediately cease and desist operations until such time that the issues have been resolved, to the satisfaction of the City, in accordance with state and local regulations.

6. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including its operation of approved cannabis uses in the City during the Term, the Cannabis Business shall do all of the following:

A. Tax Payment. The cannabis business shall pay the required ten (10%) percent tax as required per Woodland Municipal Code Chapter 3.36, Cannabis Business Tax.

- i. Monthly Payments shall be calculated per calendar month, due and payable on the 15th day of the subsequent calendar month in accordance with Woodland Municipal Code Section 3.36(B). By way of example only, a Monthly Payment for the month of September would be calculated from September 1 through September 30, due and payable on October 15.
- ii. If a Monthly Payment is not paid in full within fifteen (15) days after it is due and payable, penalties and interest shall accrue as set forth in Woodland Municipal Code Section 3.36.100.
- iii. Monthly Payments shall be made to the City's Finance Department. In the event the Cannabis Business intends to pay a Monthly Payment in cash in an amount that exceeds \$5,000, the Cannabis Business shall notify the City in advance to make prior arrangements.
- iv. Accompanying the Monthly Payment, the Cannabis Business shall deliver to the City a report ("the Monthly Report") showing (1) Gross Receipts of the Cannabis Business for the immediate prior month; 2) a cumulative total of all amounts of Gross Receipts received by the Cannabis Business to date for the calendar year, (3) a calculation of the Monthly Payment currently due to the City; and (4) a calculation of the cumulative total of all Monthly Payments made to the City to date for the calendar year.

B. Community Benefits Plan. Pursuant to Section 5.28.180 (A)(6)(b), Exhibit "B" to this agreement, Community Benefit Plan, which is attached hereto and incorporated into this Agreement by this reference, describes the benefits the cannabis business has provided or will provide to the local community including direct aid, participation in, and commitment to funding the work of local nonprofits, community, civic, or social service based organizations, as well as the development of public outreach and education program related to risks of youth and drugs, and any other agreed upon community benefit between the City and applicant. The Cannabis business shall comply with and implement that Community Benefit Plan as a requirement of this Agreement.

- i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis business shall submit a Community Benefits Plan Summary Report in which all activities in support of local community organizations

or events as outlined in the Community Benefit Plan (Exhibit “B”), including the Community Benefit Payment, shall be identified, including the community service hours provided by the cannabis business (inclusive of staff service volunteer hours) in the year, and the Cannabis Business shall provide to City or its designee all appropriate receipts, payment verification and any other documentation requested by City as deemed necessary by City in its discretion to verify the Cannabis business’s compliance with the Community Benefit Plan.

C. Social Policy and Local Enterprise Plan. Pursuant to Section 5.28.180(A)(6)(c), Exhibit “C” to this Agreement describes the Cannabis Business’s Social Policy and Local Enterprise Plan.

i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis Business shall submit an updated Social Responsibility and Local Enterprise Plan in which the employee benefits, workforce development actions, local hiring practices, and minimum employee wage paid are identified for the prior year.

i. Minimum agreed upon hourly wage (living wage). The Cannabis Business hereby agrees to provide a minimum hourly working wage in the amount of \$20 for remainder of the calendar year following the Effective Date of this Agreement. The wages for employees of the Cannabis Business shall increase at the same rate as the state minimum wage.

D. Cannabis Business agrees to abide by the requirements of Chapter 5.28 of the Woodland Municipal Code and any other operating terms and conditions as mutually agreed by the parties to ensure that the social policy and local enterprise plan commitments and community benefits derived from the proposed cannabis business adequately address potential adverse impacts stemming from the operation of the Cannabis Business.

E. Records. The Cannabis Business shall keep accurate and adequate records and documentation to reflect its monthly gross receipts and information concerning required payments. Pursuant to section 5.28.340 of the Woodland Municipal Code, the Cannabis Business shall maintain all such records for at least three (3) years, and shall produce those records to the City within 24 hours after receipt of the City’s request.

7. Termination. The City and/or Cannabis Business may terminate this Agreement prior to expiration of the Term for the reasons and subject to the requirements set forth below. The Cannabis Business understands and acknowledges that the right to operate the Cannabis Business is expressly contingent on full execution of an Operating Agreement, as required by section 5.28.180(A)(9) of the Woodland Municipal Code. As such, termination of this Agreement shall

result in the immediate termination of the Cannabis Business's operations, unless and until a new Operating Agreement is executed by the Parties

A. City's Termination Rights. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after the City provides written notice of termination to the Cannabis Business, if any of the following circumstances occurs:

- i. The Cannabis Business breaches its obligation to pay the Monthly Payments of the Cannabis business tax when due and fails to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of default.
- ii. The Cannabis Business breaches its obligation to perform in accordance with any material provision of this Agreement, other than the obligation to pay the Monthly Payment, and: (A) does not cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach or, if the breach cannot reasonably be cured within 30 days, (B) does not begin work to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach. The Parties may mutually agree in writing to extend the time period to cure the breach. The express designation in this Agreement of a provision as "material" does not imply that other provisions are not material.
- iii. The Cannabis Business fails to obtain and maintain at all times prior to and during operation of the Cannabis Business a valid Cannabis Business Permit and State License(s), or violates any condition of approval of the Conditional Use Permit.
- iv. The uses and business activities of the Cannabis Business are declared unlawful by order of Court, or become illegal by operation of State law.

B. Cannabis Business's Termination Rights. The Cannabis Business may, at any time and in its sole discretion, effective thirty (30) days after the Cannabis Business provides written notice of termination to the City, may terminate this Agreement if the Cannabis Business has permanently ceased operations, or intends to cease operations within thirty (30) days, in the City of Woodland.

8. Release & Indemnification. The Cannabis Business shall release and hold harmless the City, its agents, officers, elected officials, staff and employees (collectively, "City Parties") from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of Chapter 5.28 of the Woodland Municipal Code, or any provision of the Zoning Code relating to the Cannabis Business, and (ii) any arrest or prosecution of the Cannabis Business or its owners, Managers, staff, employees, or members for violation of state or federal laws. The Cannabis Business shall further defend, indemnify and hold harmless the City Parties from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from or related to the

Cannabis Business operations at the Subject Property, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind, including bodily injury, death or property damage, arising out of the distribution of cannabis or cannabis products at the Subject Property. The obligations in this Section 8 Release & Indemnification shall survive any expiration or termination of this Agreement.

9. Insurance.

A. Time for Compliance. The Cannabis Business shall not begin operations until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall constitute a material breach of this Agreement.

B. Types of Required Coverages. Without limiting the indemnity provisions of this Agreement, the Cannabis Business shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

- i. Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

- ii. Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- iii. Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

C. Endorsements.

- i. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability shall be endorsed to provide the following:
 - a. Additional Insured. The City’s indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising

out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- b. Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
 - c. Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
 - d. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
 - e. Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
 - f. Applicability. That the coverage provided therein shall apply to the obligations assumed by the Cannabis Business under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- ii. The policy or policies of insurance required by this section for Workers’ Compensation shall be endorsed, as follows:
 - a. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City’s indemnified parties.
 - b. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- D. Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City’s indemnified parties in the same manner and to the

same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

- E. Evidence of Insurance. The Cannabis Business shall, concurrently with execution of this Agreement or as soon thereafter as may be authorized by the City, deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, the Cannabis Business shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Failure to Maintain Coverage. The Cannabis Business agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.
- G. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- H. Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Cannabis Business's policies, or the Cannabis Business shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured.

10. Notice. Any notice or other communication provided pursuant to this Agreement must be in writing and shall be considered properly given and effective only when mailed or delivered in the manner provided by this Section 11 to the persons identified below. A mailed notice or other communication shall be considered given and effective on the third day after it is deposited in the United States Mail (certified mail and return receipt requested). A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 11.

If to the City:

City of Woodland
City Manager's Office
300 First Street

If to Cannabis Business:

Woodland, California 95695
Attention: Ken Hiatt

11. Force Majeure.

- A. “Force Majeure Event” means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party’s reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- B. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or Cannabis Business is prevented or delayed because of a Force Majeure Event, then the time for performance shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

12. Waiver. A Party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party’s breach of this Agreement shall not constitute a waiver of any performance, right, or remedy. A Party’s waiver of the other Party’s breach of any provision in this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

13. Relationship of Parties. This Agreement does not create any employment relationship, ownership interest, or other association between the City and Cannabis Business. Nothing herein shall be construed to create the relationship of principal and agent, partnership or other joint venture between the City and Cannabis Business.

14. Attorneys’ Fees. The Party prevailing in any litigation concerning this Agreement, the Subject Property, or the Cannabis Business operations, shall be entitled to an award by the court of reasonable attorneys’ fees and litigation costs. If the City is the prevailing party, then this Section shall apply whether the City is represented in the litigation by the designated City Attorney or by outside counsel.

15. Severability. If a court with jurisdiction finds any provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect, and to this end this Agreement shall be severable.

16. Counterparts. The parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which shall collectively constitute this same Agreement.

17. Integration and Modification. This Agreement sets forth the Parties’ entire understanding and agreement regarding the matters addressed herein. This Agreement supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by written agreement signed by both Parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth on this Agreement.

City of Woodland

**Cannabis Business:
Sundial Collective Woodland, LLC**

By: _____
Ken Hiatt, City Manager

Dated: _____, 2024

By: _____

Dated: _____, 2024

By: _____

Approved as to Form

Woodland City Attorney

Dated: _____, 2024

By: _____
Ethan Walsh, City Attorney

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

Parcel One:

Lot 40, The Oaks Subdivision, in the City of Woodland, County of Yolo, State of California, filed August 21, 1912, in Book 2 of Maps, Page 61, in the Office of the County Recorder of said County.

Parcel Two:

Beginning at the intersection of the East line of West Street with the North line of Court Street, as shown on the Map of The Oaks Subdivision filed August 21, 1912, in Book 2 of Maps, Page 61, Yolo County Records; thence from said point of beginning North along the East line of West Street, 136 feet, more or less to the Southwest corner of Lot 40 of The Oaks Subdivision; thence East along the South line of Lot 40, 77 feet to the West line of Lot 41 of The Oaks Subdivision; thence South along the West line of said Lot 41, 136 feet, more or less, to the North line of Court Street; thence West along the North line of Court Street, 77 feet the point of beginning.

Excepting Therefrom, that portion thereof described in the deed to the City of Woodland recorded April 28, 1987, in Book 1853 of Official Records, Page 452.

EXHIBIT “B”

COMMUNITY BENEFIT PLAN

Community Benefit Payment

Sundial Collective Woodland LLC commits to contributing 2.5% of its annual gross receipts to local 501(c)(3) non-profits active in Woodland.

Present Donations

- Community Fund: Sundial Collective Woodland LLC commits to donating to a needs-based fund for local non-profits experiencing financial hardship and/or to assist with projects lacking funding.
- Volunteerism: Sundial Collective Woodland LLC commits to paying employees for volunteer hours with local non-profits and will commit to providing each employee an option to earn 20 hours of paid volunteer time each month.
- Non-Profit Partnerships: Sundial Collective Woodland LLC commits to continued work with non-profits that do work focused on youth education, youth drug prevention, and pregnancy education in the City of Woodland.

Youth Education and Outreach

- Sundial Collective Woodland LLC commits to partnering with local community-based organizations and local government to develop a campaign that will educate youth and the community on the prevention of youth cannabis consumption.
- Strategy includes:
 - Targeted Media
 - Stopping youth access to cannabis
 - Leverage current partnerships with non-profits that focus on preventing youth from consuming cannabis
 - Volunteer time to help educate youth about cannabis and its effects on minors
 - Donate monetary funding and time to groups and organizations that help prevent youth drug use

EXHIBIT “C”

SOCIAL POLICY AND LOCAL ENTERPRISE PLAN

Local Hiring

Sundial Collective is committed to hiring all employees from the City of Woodland and is committed to working with Teamsters and local hiring agencies to find employees who live in the City of Woodland. Sundial Collective is committed to hiring a General Manager, Shift Managers, and Inventory Manager that will be preferentially given to local residents of Woodland.

Employee Wages and Compensation

Sundial Collective is committed to providing higher than living wage to all employees and raises based on employee performance, with performance reviews conducted every 90 days to determine raise eligibility.

Sundial Collective is committed to starting operations with 15 employees from the City of Woodland. 10 employees will be full-time. Sundial Collective is committed to hiring 5 additional employees once the business is established and service needs increase, with an anticipated total employee count of 20 employees within the first two years and up to 25 employees after three years.

Sundial Collective is committed to providing the following employee benefits:

- **Holiday Pay:** Time and a half for all employees who work on a holiday.
- **Vacation:** Full-time employees receive 14 paid vacation days per year.
- **Paid Sick Leave:** All employees receive 48 hours of sick leave on their first day of employment, renewing annually. Sick time can increase up to 120 hours per year, depending on tenure.
- **Paid Funeral Leave:** Three days of paid leave.
- **Health Insurance:** Full-time employees are eligible for Sundial Collective's CalChoice health plan, with either an HMO or PPO, with the premium paid for by Sundial Collective. Dental and vision insurance are also available.
- **Employee Stock Plan:** Employees are eligible for stock incentive plans to earn an equity stake in the business. Stock will vest over a number of years, with additional stock potentially offered as a performance bonus or award upon management promotions.
- **Discounts:** Employees receive 30% off all products at Sundial Collective.
- **Uniforms:** Each employee is provided with five shirts, a hat, and a pair of shoes. New uniforms are provided when needed, at the General Manager's discretion.

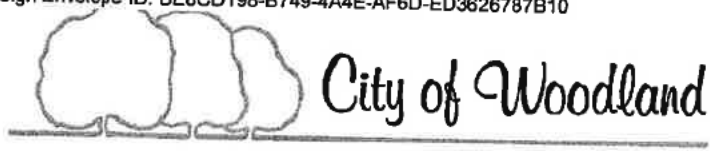
Continuing Education

Sundial Collective is committed to providing opportunities for career advancement in the following areas:

- Security measures and controls for the prevention of diversion, theft, or loss
- Emergency response procedures (EAP)
- Cannabis strains, products, and their effects

- Quality assurance, packaging, and labeling requirements
- Recognizing signs of substance abuse or instability in customers
- Prohibition of smoking cannabis in public spaces
- Responsible adult use of cannabis
- Regulatory compliance
- Treez Point-of-Sales Systems
- METRC, the California mandatory seed-to-sale platform
- IIPP
- Sexual harassment
- Customer relations
- Identifying valid IDs
- Discrimination

Sundial Collective is committed to working with vendors to provide employee education and brand training for all products sold at its retail store and is committed to paying for all employee training and compensating employees for their time in training.

**Community Development Department**

300 First St, Woodland CA 95695
 Phone (530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. OWNER/APPLICANT

Property Owner:

Three Court Street Holdings, LLC

Mailing Address:**City State Zip Code:****Phone Number:****E-mail Address:****Project Applicant:**

Sundial Collective Woodland, LLC

Mailing Address:**City State Zip Code:****Phone Number:****E-mail Address:**

2. PROJECT DESCRIPTION

Project Name:

Sundial Collective Woodland, LLC

Total Acres or Square Feet:

4,000 sf

General Plan Land Use Designation:

Community Commercial (CC)

Existing Zoning:

Community Commercial (CC)

Site Address or Location:

3 Court Street, Woodland, CA. 95695

Assessor's Parcel Number(s):

005-552-016-000

Is Project in Flood Zone? ☐ Yes ☒ No**Requested Entitlement/Permit Type:**

Cannabis Dispensary CUP

PROJECT NARRATIVE/JUSTIFICATION STATEMENT: On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

3. AUTHORITY TO FILE APPLICATION

Check one: ☒ **Property Owner** ☐ **Power of Attorney*** ☐ **Contract to Purchase*** ☐ **Other***

*Attach Evidence of Authority/Letter of Agency (see attached template)

ACKNOWLEDGEMENT: I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Laithen Martinez

6/20/2024

88749313CA354FC...

Date

Applicant

Date

6.20.24

Legal Owner

Date

Legal Owner

Date

C.14.D. Incident Reporting Notification

Sundial Collective will notify the Police Department within 24 hours after discovering significant discrepancies in inventory, any diversion, theft, criminal activity, loss, unauthorized alteration of records, or other material security breach.

C.14.E. Security Liaison

As the initial security liaison, Sundial Collective appoints our local partner, Mr. Laythen Martines, as the 24-hour contact for all security concerns. Contact information for Mr. Martines' is given in the resume below. As we transition from project development to actual dispensary operations Sundial Collective will appoint its local General Manager (not yet hired) to be an additional full-time security liaison.

D. Qualification of Owners

D.1. Owners Prior Experience

Laythen Martines owns and operates multiple cannabis businesses in Northern California including licensed outdoor and indoor cultivation, state-wide distribution, and retail. Mr. Martines is the founder of Sundial Collective which is Redding's largest cannabis retail dispensary. Sundial Collective's main goals are to generate long-term personalized relationships with customers, donate time and money to local businesses that benefit the community and empower our employees with unparalleled training, living wages and benefits. Mr. Martines is a graduate of Humboldt State University with a degree in Environmental Resource Engineering. Mr. Martines' resume can be seen below.

Laythen Martines



Los Angeles, CA 90068 Phone: E-Mail:

Education

Humboldt State University

January 2010-December 2015

Environmental Resource

Engineering GPA: 3.12

Pertinent Classes Completed: Computer Programming I, II, III, Fluid Mechanics, Applied Hydraulics, Water Quality and Environmental Health, Water Reuse, Hydrology I and II, Chemistry I, II, Thermodynamics, Physics II, Transport Phenomena, NEPA and CEQA, Limnology, Solar Thermal Engineering, System Analysis, Mechanics and Science of Materials, Environmental Data Modeling and Analysis, and Capstone Design Project (Desalination Facility Design for Brookings, Oregon).

Experience

Owner LGM Investing LLC August 2016-Present

Owner and operated an engineer consulting business in Trinity County. During operation LGM has amassed 91 cannabis cultivation clients. Each one of the clients has received their Trinity County Cultivation permits. Each permit holder is allowed to cultivate 10,000 square feet canopy and 20,000 square feet of cultivation area. All aspects of operation are overseen. Work with the training and knowledge management team to develop effective internal training programs. Work with project manager and project sponsor to establish project scope. Leads process design work packages for projects and establishes activities and associated timelines for the work package. Manages payroll and accounting.

CEO Sundial Collective March 2019-Present

Oversee day-to-day operations of dispensary in Redding, California. Managed core department managers including but not limited to: Security, Sales, Customer Services, and Inventory. Manage all policies and tasks related to facilities, accounting, sales and

marketing and public relations. Provided leadership to all departments throughout the facility. Approve budgets and oversee operations according to established standard operating procedures. Oversee building appearance, cleanliness, comfort, functionality, safety, security and overall customer satisfaction.

Owner at JLJB Cannabis Distribution Jan 2019-Present

Oversee business strategies, plans and procedures. Establish policies that promote Company culture, growth and vision. Oversee daily operations of the Company and the work of executives (IT, Marketing, Sales, Finance, etc). Encourage employees to perform at their maximum level. Evaluate performance by analyzing and interpreting data and metrics. Participate in expansion ventures. Manage relationships with retail vendors.

Owner at Lake County Investment Group, LLC (Cultivation) Jan 2020-Present

Care daily for 20 acres of outdoor cultivation facility. Oversee all cannabis operation buildout and expansion. Oversee fertilization, pesticide and daily care schedule. Schedule employees for de-leafing and harvesting of cultivation area. Oversee accurate tracking and recording of data during each phase of cultivation. Ensure the appropriate information is accurate and listed clearly in accordance with California state regulations and Company standard operating procedures.

Owner Nug X Sundial Collective March 2020-Present

Oversee day-to-day operations of dispensary in Redding, California. Managed cored department managers including but not limited to: Security, Sales, Customer Services, and Inventory. Manage all policies and tasks related to facilities, accounting, sales and marketing and public relations. Provided leadership to all departments throughout the facility. Approve budgets and oversee operations according to established standard operating procedures. Oversee building appearance, cleanliness, comfort, functionality, safety, security and overall customer satisfaction.

Owner Sundial Collective Red Bluff July 2022-Present

Oversee day-to-day operations of dispensary in Redding, California. Managed cored department managers including but not limited to: Security, Sales, Customer Services, and Inventory. Manage all policies and tasks related to facilities, accounting, sales and marketing and public relations. Provided leadership to all departments throughout the facility. Approve budgets and oversee operations according to established standard operating procedures. Oversee building appearance, cleanliness, comfort, functionality, safety, security and overall customer satisfaction.

Qualifications

- ☐ *California Drinking Water Treatment II License #38160*
- ☐ *California Drinking Water Distribution II License #45817*
- ☐ *Valid CA Driver's License #D3156813*
- ☐ *3 Operational Retail Licenses, 3 Retail Licenses in Buildout Process*
- ☐ *1 Distribution License*
- ☐ *33 Cultivation Licenses*

Projects

- ☐ *108 cultivation licenses applied for or owned, 6 Retail Cannabis Licenses Owned and 1 Distribution License Owned*
- ☐ *Multiple Lake and Streambed Alteration Permits applied and successfully obtained for clients from the California Department of Fish and Wild Life.*

Software Skills

AutoCAD
Microsoft Office
Distrib
I Heart Jane

GIS
Hik-Connect
METRC Certified
Treez

Referrals

Larry Foster
Civil Engineer
[REDACTED]

Mark Mazzano
Redding City Council
Member
[REDACTED]

D.1.A. Owners Other Cannabis Businesses

Laythen Martines owns and operates Sundial Collective Redding, Nug X Sundial Redding, Sundial Collective Red Bluff, JLJB (White Label) Distribution in Shasta Lake City and a large outdoor cultivation in Lake County. Currently Mr. Martines and Sundial Collective are in the process of building out dispensaries in Bishop, Willows and San Diego and a 50-acre outdoor cultivation in Los Alamos and an indoor cultivation in Redding. In the jurisdictions where Sundial Collective and Mr. Martines operate, the businesses are the highest grossing dispensaries compared to the competition. In Redding, Sundial Collective accounts for 70% of the retail cannabis revenue (based on taxes collected by the city). Previous projects developed and/or operated by our Management Team include the following:

- Licensed outdoor cultivation in Lake County, Ca. (Lake County Investment Group)
- Licensed indoor cultivation totaling 27,000 ft² at 4948 Caterpillar and 7056 Danyeur Rd in Redding, Ca (Dialed by the Sun, LLC, this is in the process of being built out and state licensed)
- Licensed retail dispensary in Redding, Ca. (Sundial Collective, LLC)
- Licensed retail dispensary in Redding, Ca. (Bryant Wellness Partners Inc. DBA NUG X Sundial Collective)
- Licensed retail dispensary in Red Bluff, Ca. (Sundial Collective Red Bluff, LLC)
- Licensed retail dispensary in Bishop, Ca (NUG Holdings One LLC In the process of being built out)
- Locally approved dispensary in San Diego, Ca (in the process of being built out and licensed)
- Locally approved dispensary in Willows, Ca (in the process of being built out and licensed)
- Licensed distribution in Shasta Lake, Ca. (JLJB LLC)
- Development and state-wide distribution of Sundial Collective branded cannabis products
- Establishment of parent Sundial Collective to manage licensed cannabis operations (Sundial Collective, LLC)

D.1.B. Sundial Collective is Vertically Integrated

Sundial Collective's existing licensed cannabis businesses span the entire cannabis industry from cultivation to manufacturing, distribution, and retail. With these combined operations Sundial Collective is completely vertically integrated. This enables us to control the cannabis cycle from seed to sale. Sundial Collective cultivates its own cannabis, partners with manufacturers to create manufactured goods, distributes those Sundial Collective-branded goods across the state through third-party retailers and direct to consumers through our own Sundial Collective-branded retail stores. We are able to gain significant efficiencies with this vertical model and are able to pass that savings on to our customers. Within Sundial Collective stores customers can purchase Sundial Collective-branded products at significantly lower prices than competing brands. Our customers love our products and services. Nearly 30% of all sales within Sundial Collective stores are from Sundial Collective-branded products. Woodland will love our products and services too.

D.2. Professional Certificates

- BS. Environmental Engineering Humboldt State University (Cal Poly Humboldt)
- GIS Certified
- METRC Certified-Over 400 Hours
- Certified Weigh Master CA
- Founder of Sundial Collective
- 18 Years Cannabis Experience
- CAL/OSHA Certified

D.3. Cannabis Industry Knowledge

Sundial Collective Woodland will be a state-of-the-art cannabis and infused-product retail dispensary located in Woodland, CA. We will operate ethically and transparently to consistently bring the highest quality cannabis products to local residents. Sundial Collective will distribute consciously grown, quality-assured cannabis from state-licensed vendors. We have utilized our industry expertise to create next-generation cannabis-infused products with specific, scientifically engineered cannabinoid ratios and we are excited about bringing those products and our world-class retail services to Woodland. Currently, Sundial Collective operates three retail locations, a distribution and multiple cultivations in California. Sundial Collective has three more retails, a large outdoor cultivation and a large indoor cultivation in the process of opening. Sundial Collective's first location began operation over three years ago in Redding. The flagship Redding location has been voted best in Northern California for three years in a row in six different categories.

D.4. Ownership Team Involvement

Sundial Collective's ownership team is actively involved in the day-to-day operations of all of our dispensaries. Mr. Martines is constantly in one of the operating retail, distribution or cultivation establishments. When he is not in one of the active dispensaries he is working on expansion of the business into other jurisdictions. Mr. Martines is constantly works with store managers and staff to make operations at Sundial Collective more efficient and an even better experience for our customers. Sundial Collective employs a whole team of people to focus on operations of the entire business. We currently employ over 65 team members who carefully handle all aspects of running our organization in-house. We have in-house human resources, payroll, legal, marketing, accounting, management, sales, compliance, delivery, etc. Mr. Martines oversees and manages the entire team. From the outside having one owner may be seen as a liability but in reality, having one owner allows Sundial Collective to be nimble, efficient and profitable. This is apparent by the savings we have been able to build within our company. We are one of the most successful cannabis businesses in the State of California. Our proof of capitalization demonstrates our success.

E. Neighborhood Compatibility

Activating a commercial space and bringing new consumers into Woodland advances the City's objective of increasing safety and cohesion and bolsters the economic resiliency of the neighborhood. Sundial Collective will renovate and modernize the interior of the proposed location, utilizing energy efficient technologies, into an attractive, state-of-the-art retail cannabis establishment. Upon its opening, Sundial Collective will bring patients and consumers from across Woodland and the surrounding areas.

Commerce generates commerce. The patrons of Sundial Collective will bring their purchasing power to dine and shop at other Woodland establishments, producing additional sales tax revenue for the City and improving neighborhood safety through increased foot traffic and visitors to the commercial zone. The security guards employed, and camera and monitoring systems installed at Sundial Collective will enhance the safety of adjoining businesses and the neighborhood as well as ensure safe operations at the dispensary.

E.1. Contact Person

(E) SITE PLAN
SCALE: 1" = 20'

NO PROPOSED SITE CHANGES

NOTE: THIS SITE PLAN IS FOR THIS PROJECT ONLY. INFORMATION GATHERED TO GENERATE THIS SITE PLAN IS FROM EITHER ASSESSORS RECORDS OR FIELD MEASURED AND NOT PREPARED BY A LICENSED SURVEYOR AND SHOULD NOT BE USED FOR ANY OTHER PURPOSES.

PATH OF TRAVEL NOTES: (NOTED AS (P.O.T.) ON THIS SHEET)

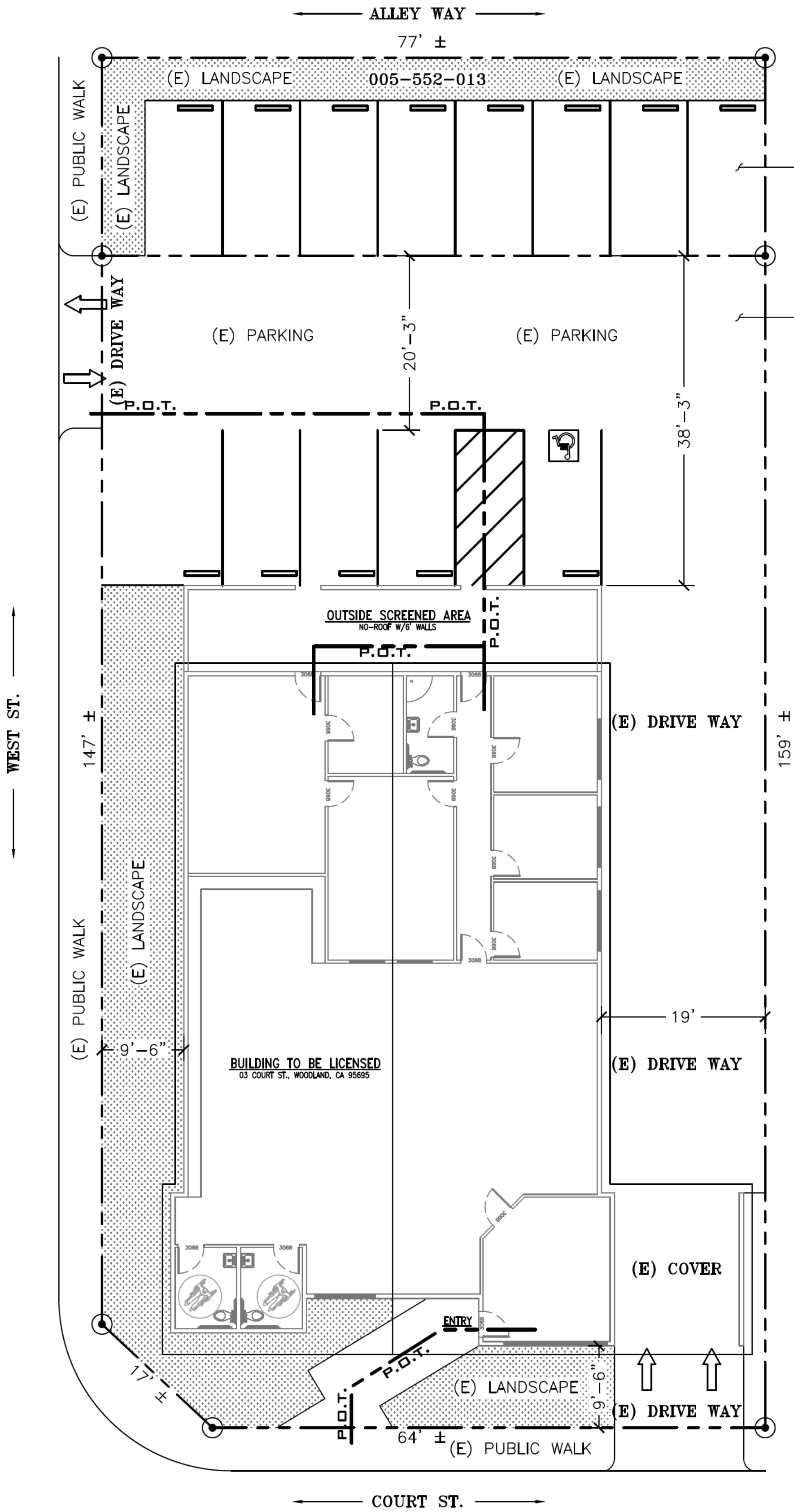
AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES; PUBLIC STREETS AND SIDEWALKS; AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. WHERE MORE THAN ONE ROUTE IS PROVIDED, ALL ROUTES MUST BE ACCESSIBLE. CBC 11B-206.2.1

CHANGE IN ELEVATION:
11B-303.2 VERTICAL
CHANGES IN LEVEL OF 1/4 INCH (6.4 MM) HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL AND WITHOUT EDGE TREATMENT.

11B-403.3 SLOPE
THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20 (5%). THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48 (2%).

EXCEPTION: THE RUNNING SLOPE OF SIDEWALKS SHALL NOT EXCEED THE GENERAL GRADE ESTABLISHED FOR THE ADJACENT STREET OR HIGHWAY.

DETECTABLE WARNINGS AND DETECTABLE DIRECTIONAL TEXTURE SHALL COMPLY WITH SECTION 2022 CBC 11B-705



PARCEL 005-552-013
LOT SqFt: 1,771
ACRES: 0.04065626

PARCEL 005-552-016
LOT SqFt: 10,473
LOT ACRES: 0.23950858

CONTRACTOR / DESIGNER OF RECORD	ENGINEER INFO
	COMPANY: MICHAEL ROBERTS CONST.
	CONTACT NAME: MICHAEL ROBERTS
	PHONE: 530-921-3746

JURISDICTION	BUILDING DEPARTMENT
	NAME: CITY OF WOODLAND
	ADDRESS: 03 COURT ST., WOODLAND, CA 95695
	PHONE: 530-661-5820

OWNER	OWNER INFO
	NAME: LAYTHEN MARTINEZ
	ADDRESS: 175 SOUTH MAIN ST. BISHOP, CA 93514
	PHONE: 707-298-8105

ENGINEER	ENGINEER INFO
	COMPANY: J&J NEWTON INC.
	NAME: JB NEWTON
	PHONE: 530-365-1737
	

SITE / CIRCULATION / PARKING PLAN	CONSTRUCTION SITE
	SITE ADDRESS: 03 COURT ST., WOODLAND, CA 95695
	SITE APN: 005-552-016
	DRAWING INFORMATION
	LATEST REVISION DATE: 06-25-24

XX-XX-XX	RV.1
XX-XX-XX	RV.2
XX-XX-XX	RV.3

DRAWN BY: GDR
FILE NAME: 23-0401-WOODLAND_TI
DRAWING SCALE: 1" = 20'

A1

16. Neighborhood Compatibility and Community Relations Plan

The Neighborhood Compatibility & Community Relations Plan is located in Section E on page 62 of the PCBA.

16.A. Contact Person

- Laythen Martines, owner and founder of Sundial Collective, will be responsible for all community outreach and communication.
- Contact Information:
 - Phone:
 - Email:

16.B. Nuisance Avoidance

- Good Neighbor Policy
 - This is an internal policy created by Sundial Collective to ensure all employees and customers are creating an environment that is becoming of a good neighbor. This policy includes:
 - Be courteous and respectful while at Sundial Collective
 - Be mindful of where you park
 - Do not park illegally
 - Ask staff for assistance with parking, if needed
 - If you need an escort, please let staff know and security will walk you to your car
 - Report suspicious and illegal activity
 - Be respectful of the surrounding businesses and neighbors
 - Violation of this policy could lead to refused service for customers and disciplinary action for employees.
- Complaint Response
 - Complaints may be made directly to the General Manager of the store via the following methods:
 - Contact the GM in person, by phone, or by email.
 - Call the Corporate Office at 530-255-8875
 - Use the Contact Form at sundialcollective.com
 - Use the third-party review software, EyeRate.
 - Received complaints will be responded to in the following manner:
 - The GM will contact the complainant within 48 hours of the complaint
 - GM will inform executive management of the complaint within 48 hours
 - Investigate the causes of the complaint and identify solutions. Communicate these solutions to the complainant within seven days. Request their feedback.
 - Finalize and implement the solution. Hire contractors where needed.
 - Upon resolution, contact the complainant to let them know the matter has been resolved.
- Pedestrian and Vehicle Traffic
 - The proposed location is ideal for both pedestrian and vehicle traffic
 - The well-lit and easily accessible parking lot will ensure vehicles may safely enter and exit the facility.

- The location is ideal for pedestrians due to it being centered in the Historic District of Woodland and is near Main Street.
- While Sundial Collective does not anticipate any issues with vehicle or pedestrian traffic, in the event it does occur, staff and security will assist customers with safely parking their vehicles in a legal location and maintaining a clear pathway outside of the facility.
- Public Safety
 - Dispensaries have a documented history of reducing crime in the area they are located in.
 - Sundial Collective will install a state-of-the-art security system, monitoring the neighborhood for 100 feet in every direction.
 - Security guards will be present 24/7, including during non-operational hours.
- Noise Control
 - The Good Neighbor Policy will assist in keeping noise levels down in the facility's interior and exterior.
 - Reception and Security Guards will be positioned by the front door to monitor for elevated noise levels and address the causes immediately.
- Light Control
 - The interior of the facility will be lit in a manner that allows customers to distinguish products and see their intended uses easily.
 - The interior will be well-lit at night as an added security measure.
 - The facility's exterior will be well-lit and will not cause light pollution in the neighborhood. All exterior lights will be downward-facing and shielded.
 - Exterior lighting will be directed towards pedestrian walkways and prevent loitering.
- Odor Control
 - Security will monitor for exterior cannabis odor smells and report to management if found.
 - A high-velocity HVAC system will be installed.
 - Carbon filters will be installed to scrub the air before exiting the facility.
 - Duct-mounted self-cleaning needlepoint bipolar ionization systems will be installed in the return air plenum to neutralize odors by destroying VOCs with multiple-pass filtration.
- Property Maintenance
 - Sundial Collective intends to purchase the proposed property of its location in Woodland.
 - Sundial Collective will ensure the property and surrounding area are free of litter and graffiti.
 - All vegetation will be maintained regularly.
- Smoking and Alcohol
 - No person will smoke, ingest, or otherwise consume cannabis in any form within 50 feet of Sundial Collective; Security and management will enforce this policy.
 - No person will possess, consume, or store alcoholic beverages on the premises; Security, staff, and management will enforce this policy.

16.C. Preventing Youth from Accessing Cannabis

- Age Verification

- If anyone is caught or suspected of providing cannabis to minors or non-qualified customers after purchasing product at Sundial Collective, they will be banned from all locations and reported to law enforcement.
 - All customers must provide valid identification via a State Driver's License, State Identification Card, US Military Identification Card, or US Passport.
 - All adult-use customers must be 21+
 - Medicinal customers must be 18+ and hold a valid physician's recommendation or MMIC.
 - MMICs will be verified at mmic.cdph.ca.gov/MMIC_Search.aspx
 - Physician Recommendations will be verified by contacting the prescribing physician.
 - Staff and Security are trained in identifying fake IDs and exclude those who provide one.
 - All IDs are scanned into the TREEZ Point-of-Sales (POS) system using a 2D scanner at check-in.
 - Scanning and saving IDs prevent customers from using fake IDs or utilizing another individual's ID.
 - All customers complete a Patient Intake Form and Good Neighbor Policy Form, which is saved into TREEZ.
 - After a customer has been successfully screened, completed all required documents, and provided any required documents, they will be let into the facility.
- Avoiding Marketing to Youth
 - In compliance with CCR §15040, any advertising or marketing that is placed in broadcast, cable, radio, print, and digital communication will adhere to the following terms:
 - Only advertised when there is reliable market composition data showing the audience is 71.6% 21+
 - Will NOT use depictions or images of minors.
 - Will NOT contain the use of toys, inflatables, movie characters, cartoon characters, or any image designed to be appealing to minors.
 - Will NOT advertise free cannabis goods, giveaways of any type, or promos that include buy one get one free with a donation and contests/raffles.
 - Sundial Collective's website is age-gated and requires age verification before entering.
 - Signage to Deter Youth
 - The following signage will be posted at Sundial Collective:
 - "No persons under the age of 21 are allowed on the premises, excluding medical patients age 18+ who hold a valid MMIC or physician's recommendation."
 - "No Person Under 21+ Allowed." – Posted to each entrance.
 - All signs will be visible from the exterior of the facility.
 - Signs will be 8" by 11" with lettering at least 1" high.
 - All issued state and local licenses and permits.
 - Child Resistant Packaging
 - All products will comply with the DCC regulations surrounding Child Resistant and Tamper Proof packaging, CCR §17412 & WMC §5.28.360(H).
 - Single Use (Initial CRP)
 - Initially child-resistant, but once opened, it is no longer child-resistant.
 - Must say, "This package is not Child-Resistant after opening."
 - Includes cannabis flower, pre-rolls, topicals, extracts, and cartridges.
 - Multiple Use (Lifetime CRP)
 - Maintains child resistance throughout the life of the package.
 - It can be opened and closed but remains child-resistant.

- Includes edibles, orally consumed concentrates (tinctures & capsules), and suppositories.
 - The inventory manager will inspect each package to ensure it meets all regulatory requirements. If a product does not meet these requirements, the shipment will be rejected and returned with the distribution driver to the vendor.
- Monitoring of Parking Lot & Surrounding Areas
 - Security will monitor the parking lot and surrounding areas to prevent loitering, vandalism, and nuisance activity.
 - Security will ask minors to leave the premises immediately upon discovery. If there is a need, security will contact law enforcement.

16.D. 1,000 Ft. Radius Map

- The proposed location is at 3 Court Street, Woodland, CA.
- APN: 005-552-016-000
- The building is 4,000 sq. ft. in size
- Previous use was a chiropractic office and is a standalone building
- Neighbors include:
 - Luxe Salon and Spa
 - Brewing Academy
 - Spherion
 - Sonin Law
 - Metro
 - Apna Bazaar
 - Dulce Vida by Quetzal
 - Romey's Liquor
 - Wing Stop
 - Papa Murphy's
 - Rafael's American
 - Man Cave Barbershop
 - Happy Laundry
 - Mercadito el Sinaloense
 - 76 Gas Station
 - Smoke and Vape
 - Walgreens
- The surrounding area is mainly comprised of commercial businesses, with several residential homes.
- The proposed site is easily accessible from Main Street and Downtown Woodland.
- Adequate ingress and egress, whether walking or driving.
- Sundial Collective will provide a safe and convenient location to access cannabis in Woodland.

The Radius Map is located on the following page.



1,000 ft. Radius Map

11. Odor Control

The Odor Control Plan for Sundial Collective is located in Section A on page 23 of the PCBA.

Sundial Collective is committed to mitigating all cannabis odor from the proposed facility. Sundial Collective will utilize an HVAC system that has limited exchange of indoor and outdoor air. The facility will have carbon filters throughout the building that will continuously scrub the indoor air, reducing any odors before exiting the building to reduce the chance of outdoor cannabis odor.

11.A. Sources of Odor

Since the onset of recreational cannabis in California in 2018, all products within the retail establishment must be packaged and labeled for final sale before entering the facility. The packaging requirements mandate that the package be resealable, tamper-evident, and child-resistant. In addition to providing product safety, these requirements mean that there are no open packages of bulk cannabis in the retail establishment, limiting cannabis odor.

11.B. Odor Control Devices

Sundial Collective will modify the building's HVAC system to ensure no odors are detectable outside the facility. Areas of the building where cannabis is stored and handled frequently will be equipped with exhaust fans that hold the space under negative pressure. This controls the direction of airflow and ensures against rogue ventilation. The air is ejected through the exhaust fans and will pass through a carbon filter that neutralizes all odors. The limited access storage areas and the order fulfillment room will be equipped with negative pressure and carbon filters.

The customer sales floor is less likely to experience heavy cannabis odors. To handle lighter odor loads, a duct-mounted self-cleaning needlepoint bipolar ionization system will be installed. This product will be installed in the return air plenum and neutralizes odors by destroying VOCs with multiple-pass filtration.

11.C. System Maintenance

Sundial Collective will contract with a local HVAC-certified maintenance group to provide quarterly servicing of the HVAC equipment, including all odor control equipment. Carbon filters may be replaced during quarterly servicing, or at the specifications of the manufacturer's instruction, but no less than every 6 months.

11.D. Employee Training

The General Manager, Assistant Manager, and Shift Leads will be trained on proper usage of the HVAC system. Controls will be in place to ensure guests and unauthorized employees cannot alter the HVAC settings. If a suspected problem occurs with the HVAC, an employee will notify the manager on duty. The manager on duty will then contact the General Manager, who will arrange for the HVAC-certified maintenance team to inspect the facility and make any repairs needed.

**PLANNING COMMISSION
RESOLUTION NO. PC 24-06**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND
RECOMMENDING CITY COUNCIL APPROVE A CONDITIONAL USE PERMIT AND
OPERATING AGREEMENT FOR A STOREFRONT RETAIL CANNABIS
DISPENSARY AT 3 COURT STREET WITHIN THE CITY COMMUNITY
COMMERCIAL MIXED USE ZONE CONDITIONED UPON APPROVAL OF THE
APPROPRIATE CANNABIS BUSINESS PERMIT AND THE RECOMMENDED
CONDITIONS OF APPROVAL**

WHEREAS, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

WHEREAS, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

WHEREAS, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

WHEREAS, the City received a total of 12 proposals in response to the request for applications; and

WHEREAS, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

WHEREAS, after an initial review of the proposals, the Proposal Review Committee met in July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

WHEREAS, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

WHEREAS, the Proposal Review Committee ranked Sundial Collective – Woodland LLC as

3 out of 12, with a score of 93.56%; and

WHEREAS, the City of Woodland Planning Commission hereby finds that the proposed cannabis retailer use to be located at 3 Court Street (“Site”), as set forth in Planning Application No. PLNG 24-00035 submitted by business applicant Sundial Collective – Woodland LLC (“Applicant”), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the Planning Commission of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the Planning Commission public hearing date; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on September 19, 2024, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, hereby recommends to the Woodland City Council: (1) Approval of a Conditional Use Permit for a cannabis retail use located at 3 Court Street, as set forth in Planning Application No. PLNG 24-00035, prepared by Sundial Collective – Woodland, LLC; and (4) Approval of an Operating Agreement between the City of Woodland and Sundial Collective – Woodland, LLC, as follows and based on the following findings:

SECTION 1. Recitals. The City of Woodland Planning Commission hereby adopts the above recitals as true and correct findings of the City of Woodland Planning Commission and incorporates them into this Resolution by this reference.

SECTION 2. Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 3 Court Street, as set forth in Planning Application No. PLNG 24-00035, the City of Woodland Planning Commission hereby makes the following additional findings, pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities, and involves the conversion of a small structure not exceeding 2,500 square feet where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland Planning Commission has considered all relevant evidence regarding the Site and the Applicant's proposed use, and finds that Applicant's proposed cannabis retailer use at the Site satisfies those considerations, as follows:
 - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland Planning Commission has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland Planning Commission finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant's use at the proposed location.
 - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland Planning Commission has considered all evidence and testimony relevant to the Applicant's proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Community Commercial Mixed Use zone and not adjacent to sensitive uses; and therefore will not result in negative impacts on existing uses in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant's failure to abide by those conditions of approval may result in permit revocation.
 - c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland Planning Commission finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently

available to the surrounding area and will bring retail activity to the proposed location.

- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland Planning Commission finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland Planning Commission has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland Planning Commission has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community. No opposition to the proposed use or location was expressed by the community or the surrounding neighborhood.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland Planning Commission further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland Planning Commission further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland Planning Commission has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland Planning Commission has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland Planning Commission is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.
- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland Planning Commission finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland Planning Commission therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community. These findings are further established and incorporated into

the project approval, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. Approval. In accordance with the City of Woodland Planning Commission findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland Planning Commission hereby recommends that the City Council approve Planning Application Number PLNG 24-00035 for the issuance of a Retail Cannabis Conditional Use Permit to Sundial Collective – Woodland, LLC for the proposed cannabis retailer use at 3 Court Street. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all of the findings and conditions of approval specified in Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

PASSED AND ADOPTED, by the Planning Commission of the City of Woodland at a regular meeting of the Planning Commission held on the 19th day of September 2024, by the following vote:

AYES: Lizarraaga; Ortiz; Smith; Harris

NOES: Roberts

ABSTAIN:

ABSENT: Lopez; Holt



Marco C. Lizarraaga, Chairperson

ATTEST:



Erika Bumgardner, Deputy Community Development Director

Exhibit A – Conditions of Approval

SEVERE WEATHER

Harris takes in Helene's devastation

By Chris Megerian,
Colleen Long and Will
Weissert
The Associated Press

AUGUSTA, Ga. » Vice President Kamala Harris handed out meals, embraced a shaken family and surveyed Hurricane Helene's "extraordinary" path of destruction through Georgia on Wednesday as she left the campaign trail to pledge federal help and personally take in scenes of toppled trees, damaged homes and lives upended.

She visited Augusta, where power lines stretched along the sidewalk and utility poles lay cracked and broken. The vice president spoke from a lectern erected in front of a house with a fallen tree teetering on its roof, acknowledging those who had died in the disaster while also trying to project a tone of unity and hope for communities now facing long and expensive rebuilds.

Harris and President Joe Biden, who visited the Carolinas on Wednesday, were seeking to demonstrate commitment and competence in helping devastated communities after Republican former President Donald Trump's false claims about their administration's response.

Harris said she wanted to, "personally take a look at the devastation, which is extraordinary." She expressed admiration for how "people are coming together. People are helping perfect strangers."

The Democratic presidential nominee said that shows "the vast majority of us have so much more in common than what separates us," an echo of a line she frequently uses on the campaign trail.



Vice President Kamala Harris greets people before a briefing at the Augusta Emergency Operations Center in Augusta, Ga., Wednesday.

Before delivering her remarks, Harris could be seen embracing and huddling with a family of five grappling with the storm's aftermath.

"We are here for the long haul," she said.

Harris also toured a Red Cross relief center and received a briefing from local officials, praising those working to "meet the needs of people who must be seen and must be heard."

"I am now listening," she said.

Brittany Smith, an Augusta resident, walked away from the distribution center with Styrofoam boxes of food and some fruit cups, beaming that she got a photo with the vice president. She said there's a hole in her roof and she had to send her kids elsewhere to live because it wasn't safe.

Harris' visit, she said, "made it better" despite the hardship.

Smith said she was encouraged that Harris traveled to the town instead of just appearing on television. "She's a person. She's not just a voice."

About 200 miles north in the Carolinas, Biden was also surveying the storm's aftermath. With many of the areas roads inaccessible, he flew by helicopter over toppled trees, twisted metal and towering piles of debris in the normally tourist-friendly downtown of Asheville.

From the air, Biden saw flooded roads, piles of shredded lumber and displaced sandbags, emergency trucks and downed powerlines. In one area, homes were partly under water, and it was hard to distinguish between lake and land.

Visits to disaster zones are a familiar responsibility for Biden, who has frequently been called on to survey damage and comfort victims after tornadoes, wildfires and tropical storms. But this was Harris' first visit to a disaster area as vice president.

Because of the destruction where Biden was on Wednesday, he was unable to walk around and personally comfort people as Harris did in Georgia.

Biden wore a vest and boots, and, before his air tour, he hugged and grabbed the hand of Asheville Mayor Esther Manheimer, who was at the airport in Greenville, South Carolina, to meet him. The mayor, with visible emotion, said that they could not close down the area's one operable road for Biden's motorcade.

Biden will be back in the region on Thursday to visit Florida and Georgia, and Harris plans her own North Carolina trip in coming days — as Helene's aftermath continues to pose a political and humanitarian test for the administration.

ministration.

Before leaving Washington, Biden made a point of mentioning how an ongoing dockworkers strike could make getting supplies to hard-hit areas more difficult.

"Natural disasters are incredibly consequential. The last thing we need on top of that is a man-made disaster that's going on at the ports," he said. "We're getting pushback already, we're hearing from the folks regionally that they're having trouble getting product that they need because of the port strike."

Harris is being especially watched as her bid for the White House enters its closing stretch, and Helene's path included the battleground states of Georgia and North Carolina.

The vice president last visited scenes of natural disasters as a California senator, including when she went to Puerto Rico after Hurricane Maria in 2017 and when she walked through charred wreckage in Paradise, California, after the Camp Fire in 2018.

Julie Chavez Rodriguez, Harris' campaign manager and former state director in her Senate office, said the vice president uses her experience consoling victims as a courtroom prosecutor to connect with people after tragedies.

She said the trip to Georgia was a chance for Harris "to continue to show her leadership and her ability to get things done, versus Donald Trump and JD Vance who want to dismantle the basic services and the role that the government should play."

Trump, the Republican nominee, traveled to Valdosta, Georgia, on Monday with a Christian charity

organization that brought trucks of fuel, food, water and other supplies. The former president accused Biden of "sleeping" and not responding to calls from Georgia Republican Gov. Brian Kemp. However, Kemp had spoken with Biden the previous day, and the governor said the state was getting everything it needed.

Biden was infuriated by Trump's claim, saying Trump was "lying," and the governor told him he was lying.

The storm's death toll climbed to at least 178 people, and power, running water and cellular service remained unavailable in some places. Later Wednesday, Biden flew to Raleigh, North Carolina, for a briefing with officials and called Helene a "storm of historic proportions."

"The nation has your back," Biden said.

The tone of both Harris and Biden was far different than Trump, who claimed without evidence that Democratic leaders were withholding help from Republican areas. He recently threatened that he would withhold wildfire assistance from California because of disagreements with Democratic Gov. Gavin Newsom.

When Trump was president, Puerto Rico was devastated by Hurricane Maria, which killed 3,000 people. His administration waited until the fall of 2020, just weeks before the presidential election, to release \$13 billion in assistance for Puerto Rico's recovery. A federal government watchdog also found that Trump administration officials hampered an investigation into delays in the aid delivery.

SEVERE WEATHER

Hurricanes like Helene are deadly when they strike

By Seth Borenstein
The Associated Press

Hurricanes in the United States end up hundreds of times deadlier than the government calculates, contributing to more American deaths than car accidents or all the nation's wars, a new study said.

The average storm hitting the U.S. contributes to the early deaths of 7,000 to 11,000 people over a 15-year period, which dwarfs the average of 24 immediate and direct deaths that the government counts in a hurricane's aftermath, the study in Wednesday's journal *Nature* concluded. Study authors said even with Hurricane Helene's growing triple digit death count, many more people will die partly because of that storm in future years.

"Watching what's happened here makes you think that this is going to be a decade of hardship on tap, not just what's happening over the next couple of weeks," said Stanford University climate economist Solomon Hsiang, a study co-author and a former White House science and technology official.

"After each storm there is sort of this surge of additional mortality in a state that's been impacted that has not been previously documented or associated with hurricanes in any way," Hsiang said.

Hsiang and University of California Berkeley researcher Rachel Young looked at hurricane deaths in a different way than previous studies, opting for a more long-term public health and economics-oriented analysis of what's called excess mortality. They looked at states' death rates after 501 different storms hitting the United States between 1930 and 2015. And what they found is that after each storm, there's a "bump" in death rates.

It's a statistical signature that they see over and over, Hsiang said. Similar analyses are done for heat waves and other



Debris in the aftermath of Hurricane Helene in Asheville, N.C., is seen on Monday.

health threats like pollution and disease, he said. They compare to pre-storm times and adjust for other factors that could be causing changes in death rates, he said. Complicating everything is that the same places get getting hit by multiple storms so there are death bumps upon death bumps.

Just how storms contribute to people's deaths after the immediate impact is something that needs further study, Hsiang said. But he theorized it includes the health effects of stress, changes in the environment including toxins, people not being able to afford health care and other necessities because of storm costs, infrastructure damage and government changes in spending.

"When someone dies a few years after a hurricane hit them, the cause will be recorded as a heart attack, stroke or respiratory failure," said Texas A&M University climate scientist Andrew Dessler, who wasn't part of the study but has done similar studies on heat and cold deaths. "The doctor can't possibly know that a hurricane contributed/triggered the illness. You can only see it in a statistical analysis like this."

Initially Hsiang and Young figured the storm death bump would go away in a matter of months, but they were surprised when they examined hundreds of bumps and found they stretch out, slowly, over 15 years, Hsiang said.

It's "almost like a trickle

of mortality, like each month we're talking about five to 10 individuals who are dying earlier than they would have otherwise," Hsiang said.

These people don't realize that 10 or 15 years later their health issues are associated with a storm in some way, but Hsiang said it shows up in the data. "They would not have died at those times had the storm not arrived. And so essentially, these storms are accelerating people's deaths."

The numbers proved so high that the researchers kept looking for mistakes or complicating factors they had missed. "It took years for us to really fully accept that this was happening," Hsiang said.

How big are the numbers? Storms are a factor in between 55,000 to 88,000 excess deaths a year, the study concluded. So for the 85 years studied, the team calculated between 3.6 and 5.2 million people died with storms being a factor. That's more than the 2 million car accident deaths over that period, the study said.

Before now the public looked at storms "as an inconvenience that is tragic for a small number of community members," Hsiang said. But they really are "a major threat to public health," he said.

Hsiang said he and Young saw a trend of increasing hurricane-connected deaths, predominantly because of population growth. Starting in

2000, there's been a big jump in the total volume of storms hitting large population, he said.

Three outside scientists said the study made sense. "It seems like what they're doing is reasonable," said University of Albany hurricane expert Kristen Corbosiero, who wasn't part of

the research. "The numbers are really staggering."

Texas A&M's Dessler said this is an important study because it brings home the deadly nature of climate change and extreme weather. He said he and his fellow climate scientists have been accurate in their warnings of

the physics of what climate change would mean, but failed to emphasize enough how it would hurt people.

"Reading this, it's clear that humanity is very vulnerable to weather shocks, even in an incredibly rich country like ours," Dessler said in an email.

CITY OF WOODLAND
NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN HEREWITH that the City of Woodland City Council, at its regularly scheduled meeting to be held on **Tuesday, October 15, 2024, at 6:00 PM** in the City Council Chambers, 300 First Street, City Hall, Woodland, CA, will hold the following public hearings:

Perfect Union Woodland, LLC (PLNG 24-00030) – A request for review of a storefront retail cannabis dispensary proposed in a 2,331-square-foot tenant space within an existing commercial shopping center located at 1810 E. Main Street, Ste. 101 in the city's Regional Commercial with Light Industrial Flex Overlay zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary (PLNG 24-00029) – A request for review of a storefront retail cannabis dispensary proposed within an existing 3,512 square-foot building located at 163 Court Street in the city's Community Commercial zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Sundial Collective Woodland, LLC (PLNG 24-00035) – A request for review of a storefront retail cannabis dispensary proposed within an existing 4,200 square-foot building located at 3 Court Street in the city's Community Commercial zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Infiniti Assets Woodland Inc., dba Yolo Cannabis Club (PLNG 24-00039) – A request for review of a storefront retail cannabis dispensary with delivery proposed within a 1,144 square-foot tenant space within an existing commercial shopping center located at 367 West Main Street, Ste. 353-D in the city's Corridor Mixed Use – West Main zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Following the public hearings, the City Council will be asked to adopt resolutions approving conditional use permits and operating agreements for the above listed storefront retail cannabis dispensaries, subject to recommended conditions of approval and the approval of associated Cannabis Business Permits. These actions are consistent with Sections 5.28 and 17.84.120 of the Woodland Municipal Code.

Staff Contact: Anna Canales, Assistant Planner, anna.canales@cityofwoodland.gov, (530) 661-5819

Environmental Determination: Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15302 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts.

Availability of Documents:

Copies of materials, including the agenda, will be available on October 11, 2024, at the Community Development Department, City Hall, 300 First Street, Woodland, CA 95665, and on the City's web page: <http://cityofwoodland.org/854/Meetings-Agendas>

Public Comments: All interested persons are invited to attend the hearing and express opinions. Forms to express opposition or support of the project are available from the Community Development Department. All comments received will be given to the City Council for their consideration. Please note the city does not transcribe its hearings, however, summary minutes are prepared and are publicly available once approved by the hearing body. Please contact the Community Development Department at (530) 661-5820, if you have questions about these items or the public hearing.

Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to Council@cityofwoodland.gov. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter.

In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM via Written Public Comments.

Pursuant to section 65009 (b) (2), the State Government Code "If you challenge any of the above projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice or in written correspondence delivered to the City Council at, or prior to, this public hearing."

Dated: September 26, 2024

Sarah Lansburg, CMC, City Clerk

PUBLIC COMMENT AND LETTERS OF SUPPORT / OPPOSITION

Public Hearing Item H.3 – Sundial Collective

February 24, 2022

Shasta Baseball League
P.O. Box 990541
Redding, CA 96099

To whom it may concern,

The Shasta baseball League Lions Club out of Redding California operates and oversees all logistics of the only adult baseball league north of Chico and south of the Oregon Border. Part of the mission of the SBL Lions club is to improve the facilities used by high school teams and other youth baseball organizations to give them a better place to learn and play the game of baseball. This includes, new netting, clay for the mounds, grass and playing surface maintenance, updating wood on backstops, weeding, building new bullpens, etc.

Laythen Martinez and his team at Sundial Collective have generously supported the league over the years and has put in time and money to help aid the support and growth of the Shasta Baseball League. He has facilitated partnerships within the community and helped generate donations to the league through local events. The Nug Sundial Collective is a company that gives back to the community and looks to build positive partnerships with local organizations from businesses to youth activities.

This letter is in support of Nug Sundial Collective, who has been an active supporter of the Shasta Baseball League Lions Club and our mission to improve youth facilities in the Shasta County area.

Sincerely,



Tyler Spencer, M.S.
Shasta Baseball League Director
(530) 524-3324
contact@shastabaseball.org



February 25, 2022

Laythen Martines
Sundial Collective

Laythen,

We want to express our sincere gratitude for the donation of over 150 turkeys to help provide our Thanksgiving and Christmas meals. Your donation of turkeys and the time your team took to help serve the meals helped provide a welcoming and warm holiday for hundreds of the most vulnerable men, women, and children in our community. We enjoyed working with you and our guests were blessed by the generosity of you and your team.

Thank you so much for your commitment to help those in need in our community.

Sincerely,



Jonathan Anderson
Executive Director
Good News Rescue Mission



March 9, 2022

Dear Sundial Collective Friends,

On behalf of everyone at ShiningCare, I sincerely thank you for your sponsorship of \$5,000 and attendance of this year's Shining Affair event held on February 12th. With the help and support of community members like yourself, we were able to raise over \$41,000 from the event to fund our programs and services for our community's elders, as well as their caregiver loved ones. Your support will help provide assistance to the at-risk seniors in our community to keep them be safe and well.

We hope you enjoyed the Shining Affair and will join us again next year. Next year's event date has been set for Saturday, February 11, 2023. Please tell your friends and mark your calendars to reserve your spot for this fun sellout event!

Again, we are truly grateful for your support and hope you will continue supporting our cause in the future. The below options present easy ways to do so. Simply check the boxes you're interested in and send them back to us or call (530) 232-5545, so we may follow-up with you and provide additional information

- ☐ Commit to Sponsoring the Shining Affair 2023
- ☐ Commit to attending the Shining Affair 2023
- ☐ Donate a silent and/or live auction item(s)
- ☐ Participate/Receive information in upcoming events
- ☐ Become/Receive information for an ongoing donor
- ☐ Become/Receive information for a corporate donor
- ☐ Become/Receive information for an Excellence in Service Partner
- ☐ Become a Gatekeeper

We look forward to hearing from you and seeing you again!

Sincerely,

Joanne H. McCarley
Executive Director & Founder

1531 E. Cypress Avenue, Redding, California 96002
Phone 530.732.5543 | Fax 530.734.3363 | www.shiningcare.org

Mark B. Mezzano

Redding, CA 96003

March 29, 2023

To Whom it may concern:

Dear To Whom it may concern:

This letter is my personal character reference for Laythen Martines. I have known Laythen's for over three years. He has been a neighbor and an excellent friend.

I first met Laythen playing golf at our local country club. He was the owner/operator of the Sundial Cannabis collective in our city. As a retired sergeant for the California Highway Patrol, I looked into his business practices only to find he operated a first-class organization adhering to all of the rules and regulations required by our city and the State of California. Upon visiting his establishment, I was completely impressed with the professionalism displayed by his staff.

Shortly after meeting Laythen I was elected to our city council where I learned firsthand of his commitment to operate within the confines of the law. On multiple occasions I was able to witness his philanthropic support of a variety of charities in our city and county.

I have had multiple discussions with him regarding the benefits of operating a legal outlet for the retail sale of cannabis and associated products. I believe his knowledge of security measures to be exceptional ensuring the sale of cannabis and related products to adults only.

The economic prosperity his business will bring to your city is unmatched by others in this market. To conclude, Laythen Martines is a pleasure to do business with. I do not hesitate in recommending you give his organization the opportunity to conduct business in your city.

If you require more information, please feel free to call me at [REDACTED] or email me at [REDACTED].

Sincerely,

[REDACTED]
Mark B. Mezzano

March 15, 2023

To Whom it may concern:

Dear To Whom it may concern:

Please accept this letter as my personal character reference for Laythen Martines. I have known Laythen for several years. He has been a neighbor, friend, and benefactor for the Shasta Lake Kiwanis.

I was introduced to Laythen while serving as the Prize Committee Chair for the Shasta Lake Kiwanis annual charity golf tournament. I was charged with acquiring donations from local businesses in both Redding and the City of Shasta Lake. The money raised supports our "Backpack" food donation program for over 100 children in the five schools of the Gateway School District in the City of Shasta Lake. His contributions to the last two tournaments contributed to the immense record-setting success of the event. We are excited to have his support in 2023.

Over the past two years Laythen has also donated 150 turkeys during the Thanksgiving holiday and 150 hams during the Christmas holiday. Without his generosity many families would have gone without during the holiday season. His generosity was shared with over 100 children in the Gateway School District, the Mission in Redding, and the Western State Service Workers Union.

It is my opinion; Laythen is a person of utmost character. His commitment to the communities he serves is deserving of the highest praise.

If you require more information, please feel free to call me at [REDACTED] or email me at [REDACTED]

Sincerely,

[REDACTED]
Kathleen Mezzano
Vice President
Shasta Lake Kiwanis

Erika Bumgardner

From: Erika Bumgardner
Sent: Thursday, September 19, 2024 3:38 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Cannabis store 3 Court Street Woodland

Please see public comment email below...

From: Jesus Garcia <[REDACTED]>
Sent: Thursday, September 19, 2024 3:03 PM
To: Greg Ortiz <Greg.Ortiz@cityofwoodland.gov>; Lucy Roberts <Lucy.Roberts@cityofwoodland.gov>; Steve Harris <Steve.Harris@cityofwoodland.gov>; Chris Holt <Chris.Holt@cityofwoodland.gov>; Fred Lopez <Fred.Lopez2@cityofwoodland.gov>; Jim Smith <Jim.Smith@cityofwoodland.gov>; Marco.Lizarraga2@cityofwoodland.org; Erika Bumgardner <Erika.Bumgardner@cityofwoodland.gov>; Anna Canales <Anna.Canales@cityofwoodland.gov>
Subject: Cannabis store 3 Court Street Woodland

Good day Planning Commission,

I am a lifetime resident of Woodland 4th generation.

I am asking the city to denie the conditional use permit for 3 Court Street.

I am very sorry I know it will be a huge inconvenience to move this, but it is just not the right location.

The lack of communication of this location and applicants is not ok.

We would of loved to know sooner they planned to open here. Only you have the control to stop this retail store from opening at this location please use your power to not allow this building to be a cannabis retail store.

Thank you

Erika Bumgardner

From: Erika Bumgardner
Sent: Thursday, September 19, 2024 3:37 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: 3 Court Street Opposition Letter

Please find the public comment email below

From: Bill Hobbs
Sent: Thursday, September 19, 2024 3:00 PM
To: Greg Ortiz <Greg.Ortiz@cityofwoodland.gov>; Lucy Roberts <Lucy.Roberts@cityofwoodland.gov>; Steve Harris <Steve.Harris@cityofwoodland.gov>; Chris Holt <Chris.Holt@cityofwoodland.gov>; Fred Lopez <Fred.Lopez2@cityofwoodland.gov>; Jim Smith <Jim.Smith@cityofwoodland.gov>; Marco.Lizarraga2@cityofwoodland.org; Erika Bumgardner <Erika.Bumgardner@cityofwoodland.gov>; Anna Canales <Anna.Canales@cityofwoodland.gov>
Subject: 3 Court Street Opposition Letter

Planning Commision

I am writing to oppose the Conditional Use Permit Application at 3 Court Street.

There is no need to have 2 dispensaries on the same street.

No one in our neighborhood even knew that this was going to be a dispensary until last week.

The applicant did not send letters to the neighbors or provide an open house as the dispensary just a block away has over the last few years.

This city needs the dispensaries spread out more in the city so that all the residents have the ability to purchase cannabis legally.

Thank you

Erika Bumgardner

From: Erika Bumgardner
Sent: Wednesday, September 18, 2024 4:39 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Letter to Planning Commission re 163 Court Street and 3 Court Street
Attachments: cannabis.docx

Hello Commission members,

Please find the attached public comment received for P.F.F. Consulting Inc. dba Woodland Cannabis Dispensary and Sundial Collective – Woodland LLC.

Erika

Members of the Planning Commission

September 18, 2024

Dear Planning Commissioners,

We are residents of our home at [REDACTED] directly behind the location of the proposed Woodland Cannabis Dispensary at 163 Court Street. We are unable to attend the Commission meeting this evening due to another commitment but wanted to express our concerns. We have lived in our home since 1977 and have appreciated our commercial neighbors. We want to say that we are not opposed to the use of a commercial site for a retail cannabis dispensary. We are, however, mystified that 3 out of 4 proposed dispensaries are located basically in the western end of the community, 2 within a block and half of each other and the other another 5 blocks away. The two dispensaries on Court Street back up to the same residential neighborhood along this section of North Street which is historically unique and share the same alley. It is difficult for us to understand why the proposed dispensaries could not have been spread throughout the community instead of these proposed locations.

Most of the commercial uses which back up to our neighborhood have been users which had office hours closing at 5 or 6 p.m. We did not see any restrictions on hours of operation especially with parking in the rear of the building and therefore adjacent to the residential uses, with some units directly off the alley. Movement of the vehicles later into the evening will create some noise and possible headlights into residences.

We would hope that attention would be given to avoid oversaturation of this use in our neighborhood as well as adjust the hours of operation for those immediately adjacent to residential uses.

Thank you for giving some attention to our concerns.

Steve and Janet Ruggiero

cc. Councilmember Tom Stallard and

Anna Canales, Assistant Planner



TO: THE MEMBERS OF THE PLANNING COMMISSION
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: I.12
SUBJECT: Yolo Cannabis Club Cannabis Conditional Use Permit

Recommendation for Action: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 367 West Main Street, Ste. 353-D in the City's Corridor Mixed Use – West Main Street zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Infinity Assets Woodland Inc., dba Yolo Cannabis Club, and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Staff Contact:

Anna Canales, Assistant Planner, anna.canales@cityofwoodland.gov

Fiscal Impact:

Application Processing Costs. The project applicant covers all costs associated with processing the subject Conditional Use Permit application and related Operating Agreement through an Advanced Funding Agreement. Similarly, the selection process for all applicants was covered through individual funding agreements.

The City collects two types of revenue associated with cannabis businesses outside the specific Conditional Use Permit application processing costs noted above. Those include Permit fees and Cannabis Tax.

Permit Revenue. When a new business applies for a Cannabis Business Permit, contingent in this case on approval of a Conditional Use Permit and Operating Agreement, the City will collect \$50,056 to allow for staff to review and process the application. This includes site visits by both Community Development and Police staff. Thereafter, businesses are responsible for requesting a renewal of the permit on an annual basis and subject to a renewal fee of \$21,222. The permit renewal fee pays for program oversight, business plan review by the Community Development Department, Police site visits and Police compliance, accounting and an annual financial audit. The City does not make revenue above the cost of service on these fees and is legally only allowed to charge the City's cost of doing business. New Cannabis Business Permit and renewal fees adjust annually based on CPI.

Cannabis Tax. In November 2022, Woodland voters approved a local tax on cannabis businesses that would help to fund general city services. Retail cannabis businesses are subject to a 10 percent tax based on gross receipts. It is difficult to estimate the future potential cannabis tax revenue that may be realized from cannabis retail sales as it will depend upon the success of the business. At minimum, assuming a similar realized revenue generation as existing commercial cannabis manufacturing, distribution and testing businesses, it is estimated that the city will see additional annual revenue from the four retail cannabis businesses of \$250,000, but likely much greater given the higher volume of taxable sales from retail uses. To date, the City has collected \$1.1 Million in tax

(formerly “community benefit”) revenue from existing commercial cannabis businesses.

Report in Brief:

Commercial Cannabis Business, Infinity Assets Woodland, Inc., dba Yolo Cannabis Club (“Yolo Cannabis Club”)(PLNG 24-00039), has applied for a Conditional Use Permit (CUP) to operate a storefront retail cannabis dispensary with delivery at 367 West Main Street, Ste. 353-D in the City’s Corridor Mixed Use – West Main Street zone; Assessor’s Parcel Number 065-010-033. This application follows a recent zoning code update, effective June 7, 2022, which allows retail cannabis land use in certain zones and allows the city to consider up to four conditional use permits for this land use citywide.

The process for considering retail cannabis operators began with a competitive preliminary review on February 27, 2023, where four of a total of 12 applicants were selected to advance to the Conditional Use Permit application stage. Infinity Assets Woodland, Inc., dba Yolo Cannabis Club (“Yolo Cannabis Club”) was selected as one of these four applicants.

Yolo Cannabis Club’s project proposal entails the use of a project site located at 367 West Main Street, Ste. 353-D in the City’s Corridor Mixed Use – West Main Street zone and has undergone a comprehensive review by City departments, including the City Planning Division, Engineering Division, Public Works Department, Fire Department, Building Division, and the City Police Department. The applicant’s location and proposed operation are consistent with applicable zoning and development standards, and a preliminary Security Plan has been submitted and reviewed by the Woodland Police Department and a final plan shall be approved prior to operation.

As part of the review process, an Operating Agreement (Attachment 3) has been negotiated between the City and the applicant. This agreement will be reviewed by the City Council and will incorporate the commitments outlined in the Community Benefit Plan and Social Policy and Local Enterprise Plan. These documents are attached to the operating agreement for reference as part of permitting and annual reporting.

In conformance with Woodland Municipal Code (WMC) Section 17.84.120, a highly visible posting measuring 4 feet by 8 feet has been displayed on the project site, notices were sent to property owners and tenants within a 600-foot radius of the site, and a notice of the meeting was published in the local newspaper twelve days before the City Council meeting date.

The purpose of this hearing is for City Council to review and make a determination on the application and the corresponding operating agreement.

Upon issuance of a Conditional Use Permit and prior to operating, the applicant will be required to obtain a City Cannabis Business Permit and corresponding City Building Permits for tenant improvements necessary for the proposed operation.

Background:

On December 5, 2017, the City Council approved Ordinance 1629, adding Article 21.6 (now Section 17.84.120) to Chapter 25 (now Chapter 17) of the Municipal Code, which regulates the zoning of commercial cannabis. At the same time, the City Council approved Ordinance 1630, adding Chapter 13A (now Chapter 5.28) to the Municipal Code, establishing regulations for commercial cannabis business permits. These regulations allowed for up to six conditional use permits for manufacturing, distribution, and testing cannabis operations within Industrial or Industrial/Light Industrial Flex Overlay zones as defined in the General Plan.

On June 7, 2022, the City Council amended Chapter 17.110 (now Section 17.84.120) through

Ordinance 1685 and Chapter 5.28 through Ordinance 1686, updating the regulations for cannabis retail businesses, which now authorizes City Council to consider up to four retail cannabis conditional use permits, allowing the sale of cannabis at authorized storefront retail cannabis dispensary locations, with the option for delivery from these locations. These four permits may be issued in designated commercial and corridor mixed-use zones.

On February 27, 2023, the City issued a request for applications, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit to authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business. Applications were to be submitted in person by 3:00 pm on April 5, 2023. The City received a total of 12 proposals.

As part of the preliminary process, which involved three phases of review, applicants were required to submit detailed plans for the safety, security, and operational characteristics of the proposed storefront retail cannabis dispensary use, including the following:

- Business Plan
- Odor Control Plan
- Tax Compliance
- Insurance
- Community Benefit Plan
- Social Policy and Local Enterprise Plan
- Security Plan
- Neighborhood Compatibility and Community Relations Plan

A Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL (consultants retained by the City for their subject matter expertise) to conduct a competitive selection process. As required by the City of Woodland Municipal Code, the Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business. After an initial review, the Committee met on July 17-18, 2023 to interview the twelve applicants for the Preliminary Cannabis Business Permit. Following the interviews, the city invited the top four ranked applicants to the fourth phase of the review process, which entails the negotiation of an Operating Agreement and application for the Conditional Use Permit. As the City Council is aware, Woodland Responsible and Compliant Retail, LLC dba Embarc Woodland filed a Petition for Writ of Mandamus and Complaint for Injunctive Relief challenging the review process for the Preliminary Cannabis Business Permits. That litigation is currently pending, but the City is moving forward with the review of the Conditional Use Permits and Operating Agreements with the top four ranked applicants in the meantime.

Planning Commission Recommendation. At its September 19, 2024 meeting, the City Planning Commission passed the following resolution evaluating the project proposal for compliance with zoning standards and land use requirements:

Planning Commission Resolution PC 24-07 (Attachment 9)(Infinity Assets Woodland Inc., dba Yolo Cannabis Club – PLNG 24-00039) by a unanimous vote (5-0-2) recommending City Council approve a Conditional Use Permit and Operating Agreement for a retail cannabis land use located at 367 West Main Street, Ste. 353-D in the city's Corridor Mixed Use – West Main zone.

Public comments were provided to the Planning Commission for the item and have been attached

(Attachment 10). In addition to the written comments received, the Planning Commission received oral public comments from Embarc raising concerns regarding the selection process for Preliminary Cannabis Business Permits and asserting Infinity Assets Woodland was not the best applicant for a cannabis retail permit. Representatives of Infinity Assets responded to these objections, and the Planning Commission ultimately recommended approval of a Conditional Use Permit and Operating Agreement, as noted above.

Project Proposal

On August 9, 2024, Yolo Cannabis Club applied for a Retail Cannabis Conditional Use Permit. The applicant is requesting approval from the City Council for a Conditional Use Permit and Operating Agreement which will allow Yolo Cannabis Club to occupy an approximately 1,144 square foot tenant space in an existing building at 367 West Main Street, Ste. 353-D, as a storefront retail cannabis dispensary with delivery services (Attachments 4 and 6, Project Application and Site Plan). Under the terms and conditions of approval, Yolo Cannabis Club will be required to obtain a Cannabis Business Permit for a Storefront Retail Cannabis Dispensary, (Ordinance 1685 and 1686), and appropriate State Licensing (Type 10 – Storefront Retailer). A Type 10 license allows for a storefront retailer to have a physical location where cannabis goods are sold. Storefront retailers can also deliver cannabis goods.



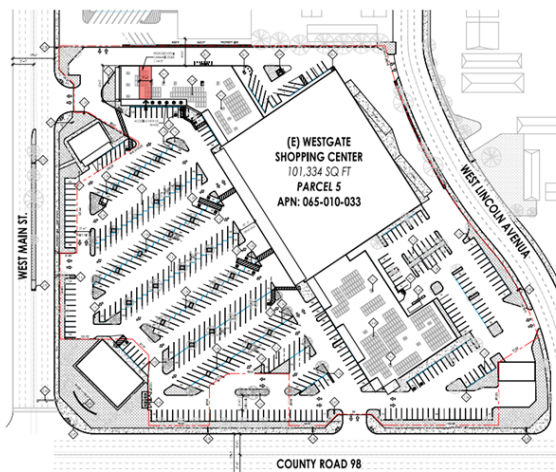
The project estimates a total of 17 employees to manage and operate the dispensary and Yolo Cannabis Club intends to hire at least 80% of staff from Yolo County, including hiring at least 50% from the City of Woodland (i.e. “local hire”), and hiring City of Woodland residents in management positions (i.e. “locally managed”). The proposed operating hours are Monday – Sunday, from 9 am to 9 pm. Retail delivery operations shall be restricted to these same hours.

Project Site Description

Yolo Cannabis Club’s project site covers approximately 8.5 acres and includes a single multi-tenant building located at the southeast corner of the parcel. This building and the subject parcel are part of a larger commercial shopping center with multiple buildings. The subject building at 367 West Main Street is an existing one-story multi-tenant building (Attachment 6 Site Plan). The property is bordered by commercial land uses on the east and north, with County Road 98 forming the northern boundary and residential land uses to the south. The applicant is proposing to occupy Suite 353-D which is 1,144 square feet in size and is a tenant space located near the northeast corner of the building.

Interior “tenant improvements” will be made to the existing Suite 353-D; no new construction is proposed.

The property is zoned for Corridor Mixed Use-West Main Street land uses. The proposed use is permitted in this zone with the approval of a Conditional Use Permit and Operating Agreement by the City Council as the final acting body.



Community Benefit and Social Policy and Local Enterprise Plan Review

Community Benefit and Social Policy and Local Enterprise Plans have been included with this report as Exhibits to Attachment 3 for the Commission's review/reference.

Below is an overview of the Community Benefit commitments of Yolo Cannabis Club (Attachment 3):

Community Benefit Payment

Yolo Cannabis Club commits to establishing a Community Benefit Fund to support local initiatives and commits to contributing 2% of gross receipts to local 501(c)(3) non-profits active in Woodland. Further, Yolo Cannabis Club commits to prioritizing funding towards such priority areas as public safety initiatives, youth education programs, drug addiction prevention and treatment, recreational and educational programs, and support for local artists and cultural initiatives.

Community Initiatives and Partnerships

Yolo Cannabis Club commits to focusing efforts on key areas including hunger, homelessness, education, youth development, and public services and commits to working with local organizations that are active in the City of Woodland.

Sponsorship of Community Events

Yolo Cannabis Club commits to sponsoring community events, including the Woodland Chamber Holiday Parade, Woodland 4th of July celebration, Honey Festival, Yolo County Fair, and Dinner on Main Street.

Support for Youth Activities

Yolo Cannabis Club commits to providing support to local youth-focused programs, such as Brazilian Jiu-Jitsu at Caio Terra Academy Woodland, Woodland Police Activities League, Woodland Police Department's Youth Community Police Academy, Alvarez Boxing Club, Folklorico Latino de Woodland, Woodland Opera House, CASA - Yolo Court Appointed Special Advocates, Woodland Parks Foundation.

Engagement with Local Business Groups

Yolo Cannabis Club commits to supporting local business groups, including but not limited to, Woodland Chamber of Commerce, Woodland Downtown Business Association, and Yolo County Farm Bureau.

Hosting Community Events

Yolo Cannabis Club commits to hosting community events, including but not limited to an annual block party at Heritage Plaza, Bi-annual food truck events, and local events in support of the Woodland Police Activities League.

Youth Addiction Prevention and Education

Yolo Cannabis Club is committed to supporting efforts to prevent youth addiction through the following activities:

- Providing financial and volunteer support to organizations focused on youth addiction prevention and education;
- Developing and implementing educational programs that outline the risks of youth cannabis addiction;
- Partnering with local youth organizations and schools to deliver these educational programs;
- Collaborating with the Yolo County Department of Health and Human Services on initiatives like Friday Night Live (FNL); and
- Supporting Woodland Memorial Hospital's Family Engagement & Wellness Initiative.

Employee Volunteer Program

Yolo Cannabis Club is committed to developing an Employee Volunteer program that includes the commitment to provide all employees with four paid volunteer hours per month, the commitment to developing quarterly calendars showcasing local volunteer opportunities, and the commitment to partnering with local organizations to create a diverse range of volunteer options.

Additional Community Support Programs

Yolo Cannabis Club is committed to supporting the City of Woodland community through:

- Hosting quarterly public education seminars at Woodland's senior care facilities and retirement communities, with a focus on educating the elderly about cannabis issues, products, and safe, legal usage;
- Offering discounts for seniors and military veterans;
- Providing free medicine weekly to eligible medical patients facing physical disabilities or debilitating illnesses;
- Partnering with organizations like Root & Rebound to fund and support expungement clinics in Woodland;
- Helping individuals navigate legal barriers related to past convictions;
- Maintaining active membership with the Woodland Chamber of Commerce and working with local, diverse businesses and contractors for various services and supplies;
- Covering the costs of continuing education and training for employees, and offering support for those pursuing adult education courses; and
- Implementing an apprenticeship program to create more opportunities for career advancement for employees.

Below is an overview of the Social Policy and Local Enterprise commitments of Yolo Cannabis Club (Attachment 3):

Local Hiring and Employment Practices

Yolo Cannabis Club is committed to establishing responsible hiring practices that focus on local and diverse talent. Yolo Cannabis Club's commitments include:

- Hiring at least 80% of staff from Yolo County, including hiring at least 50% from the City of Woodland;
- Implementing a Diversity and Inclusion Plan that prioritizes hiring individuals from disproportionately impacted communities;
- Hosting career fairs within 90 days of license issuance to recruit local talent; and
- Partnering with local educational institutions, including Woodland Community College, for recruitment and educational programs.

Employee Wages and Compensation

Yolo Cannabis Club is committed to providing fair compensation to its employees. Yolo Cannabis Club's commitments include:

- Setting a minimum wage at 115% of the MIT Estimated Living Wage for Yolo County or 150% of the California minimum wage, whichever is higher; and
- Regularly reassessing the wage structure to ensure it stays aligned with the cost of living and local economic conditions.

Continuing Education

Yolo Cannabis Club is committed to investing in employee growth and development through ongoing training and education programs. These programs cover aspects of cannabis retail operations, including customer service, compliance, security protocols, and product knowledge. Employees will have access to both internal training sessions and external educational opportunities.

Employee Engagement and Retention

Yolo Cannabis Club is committed to implementing employee engagement strategies, including regular feedback sessions, employee recognition programs, and opportunities for career advancement.

Commitment to Social Responsibility

Yolo Cannabis Club is committed to implementing sustainable business practices to minimize environmental impact. This includes energy-efficient operations, waste reduction, and the use of eco-friendly products.

Community Relations and Compatibility

Yolo Cannabis Club is committed to establishing open lines of communication with residents and businesses near its dispensary. Additionally, Yolo Cannabis Club is committed to having a community liaison who will address concerns and ensure operations are compatible with the neighborhood. Yolo Cannabis Club is also committed to conducting regular community meetings and updates to inform the public about its initiatives and changes in operations.

Support for Local Enterprises

Yolo Cannabis Club is committed to sourcing products and services from local vendors whenever possible and is committed to fostering partnerships with local enterprises to support economic growth and community development.

Security Plan

The interior of the facility will be remodeled to model Yolo Cannabis Club stores and to meet state and local requirements for the proposed operation. The facility will include a secure retail area, customer waiting area, employee offices, and storage rooms. Advanced security measures, including

surveillance cameras, electronic key card access, and a contracted security guard on site, will ensure the safety of customers and staff. Entrance will be granted only to those persons who can be identified by surveillance cameras; persons wearing disguises or articles that obscure their identity will be directed by signage and intercom to remove those items prior to entry. Security Plan includes a contracted security guard on site at all times, electronic key card access for employees, and constant surveillance. HVAC system, equipped with activated carbon filters and HEPA filters, will effectively control odors and maintain a neutral odor profile outside the building. Soundproofing materials and operational protocols will minimize noise levels. There will be no significant dust or glare generated by the operations. The dispensary will not handle hazardous or volatile materials or chemicals. All products will be stored and processed in accordance with state and local regulations to ensure safety. These and any additional security measures required by the City of Woodland Police Department shall be included in the final Security Plan approved by the Police Department and made a part of the Cannabis Business Permit.

Discussion:

Applicable Laws, Codes & Ordinances

This project is subject to several laws, codes, and ordinances as described below:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- City of Woodland Cannabis Business Permit Requirements
- California Environmental Quality Act (CEQA)
- Regulations of the California Department of Cannabis Control

2035 General Plan Consistency

The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.I (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security).

Specifically, the project is consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will gain the City some share in this market through generation of sales tax.

As previously mentioned in this report, applicants for a retail commercial cannabis conditional use permit and operating agreement were required to prepare and provide a Security Plan for proposed sites and facilities which support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design). This plan was reviewed by the City of Woodland Police Department and shall meet State requirements.

The proposed use is located on a parcel designated for commercial land uses and will operate out of an existing commercial building (Policy 2.J.I – Enhanced Design Character of Existing Centers).

Zoning Consistency

The project site is zoned Corridor Mixed Use-West Main Street. The City Corridor Mixed Use-West Main Street zone is applied to areas along commercial and mixed corridors and supports residential, retail, commercial service, office, and light industrial uses.

Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use

may be established in the Corridor Mixed Use-West Main Street zone subject to use permit approval.

Development Standards

The proposed storefront retail cannabis dispensary would be established in an existing multi-tenant commercial building previously occupied by commercial uses. Tenant improvements will be made to the existing building to meet the operational requirements of the proposed use, including those outlined in the project's security plan; no new construction is proposed onsite.

The project is consistent with land use, lot coverage, landscaping, building type, building height, and setback requirements for the Corridor Mixed Use-West Main Street zone. Vehicle access to the site is provided from an existing driveway from West Main Street. At the time of tenant improvements, staff will conduct a staff-level architectural review consistent with existing practice for minor improvements to existing buildings.

Parking

The number of required off-street parking spaces for the proposed storefront retail cannabis dispensary use is consistent with the parking requirements for retail land use per City of Woodland Municipal Code Section 17.68.

The parking lot is fully paved and striped, providing adequate parking and pedestrian pathways. No modifications to the parking lot will be needed at this time.

Zoning Verification

A zoning verification was conducted as part of the associated preliminary cannabis business permit to verify compliance with the location limitations for commercial cannabis land uses established in the City of Woodland Municipal Code Section 17.84.120, which is also consistent with State requirements.

At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park. There were no more than two retail cannabis dispensaries within 1,000 feet of the project site. The proposed site would be more than 500 feet away from any other storefront retail cannabis dispensary use.

Conditional Use Permit Review

Conditional Use Permit (CUP) affords broad public review and evaluation of those uses which require special consideration to ensure proper integration into the community; mitigation of any potentially adverse impacts; and making the required findings to permit the use. In considering an application for a conditional use, due regard shall be given to the nature and condition of the proposed or existing use and all adjacent uses and structures and may impose such requirements and conditions with respect to location, construction, maintenance, and operation, as may be deemed necessary for the protection of adjacent properties and public interest. Conditional Use Permit analysis typically includes consideration of proposed use; hours of operation; consistency with zoning standards such as parking; compatibility with existing uses and structures in the surrounding area; and other criteria as may be deemed appropriate.

A CUP runs with the land unless the CUP is revoked. Once approved, should ownership of the land or the business change, the CUP would remain valid at the location approved.

Following a public hearing, the City Council may approve a use permit application, with or without conditions, if all the following findings can be made:

Use Permit Findings

1. The proposed use is consistent with the General Plan.

The proposed storefront retailer use would be compatible with the underlying General Plan designation and zoning district and operate similarly to other existing retail businesses subject to use-specific standards. The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.I (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security).

Specifically, the project would be consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). The preparation and provision of a security plan support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design).

The proposed use would be located on a parcel designated for commercial land uses and would operate out of an existing commercial building (Policy 2.J.I – Enhanced Design Character of Existing Centers).

2. The proposed use is consistent with the purposes of the Zoning Code, and the purposes of the applicable zone.

The proposed use would be located on a commercial site designated Corridor Mixed Use on the 2035 General Plan land use diagram and is zoned Corridor Mixed Use – West Main Street. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Corridor Mixed Use – West Main Street zone subject to use permit approval.

The proposed project site is not within a 600-foot radius of a school providing K-12 instruction, a daycare center, a youth center, or a public park.

The proposed retail storefront cannabis dispensary will not be located within 500 feet of another retail storefront cannabis dispensary.

3. The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.

The operations of Yolo Cannabis Club are based in retail and will not impact any other commercial retail business in the area. The project site is located within a commercial shopping center with easy freeway ingress and egress.

Yolo Cannabis Club proposes no substantial changes to the exterior of the facility, ensuring it remains consistent with the rest of the shopping center.

The parking lot is fully paved and striped, providing adequate parking and pedestrian pathways. No modifications to the parking lot will be needed at this time.

Yolo Cannabis Club will ensure the landscaping proximate to their tenant space is maintained and free of litter or debris. No modifications are proposed to the project site's landscaping which is currently maintained by the property owner and includes mature trees within the parking lot and a number of small to medium shrubs along the exterior of the existing commercial businesses.

The interior of the facility will be remodeled to meet state and local requirements for the proposed operation. Any necessary upgrades to the HVAC system will be made to ensure there is no emittance of odor from the building.

4. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, including transportation and service facilities.

The proposed use is compatible with the surrounding commercial area. The storefront retailer would be located within an existing commercial building similar in design, size and operating characteristics as other single-story retail and restaurant buildings along West Main Street.

No new construction is proposed onsite. The building architecture and site improvements, including lighting, landscaping, parking have previously been found consistent with land use, lot coverage, building type, building height, and setback requirements for the Corridor Mixed Use- West Main Street zone.

5. Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

Yolo Cannabis Club is not requesting to modify the exterior of the premises as the exterior already ensures that it blends seamlessly with the surrounding area.

Yolo Cannabis Club's security guards will monitor the site and are required to ensure there is no loitering in the area.

Yolo Cannabis Club will queue customers in a manner that will not affect any surrounding businesses during busy times and will control the ingress and egress of guest traffic inside the facility.

6. The proposed project has been reviewed in compliance with CEQA.

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 1,144 square feet of space within an existing building that has previously been occupied by commercial uses similar to the proposed project.

In addition to the CUP findings outlined above, the Cannabis Ordinance 1685 (Municipal Code 17.84.120) provides other specific factors that shall be considered by the City Council including the following:

1. The type of proposed use by the applicant.

The proposed use would be located on a commercial site designated Corridor Mixed Use – West Main Street on the 2035 General Plan land use diagram and is zoned Corridor Mixed Use – West Main Street. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Corridor Mixed Use – West Main Street zone subject to use permit approval.

2. Whether the proposed use will be detrimental to the health, safety and welfare of the community.

The project site is a commercial area comprised of a variety of commercial retail and service uses along West Main Street, with residential uses present further south of West Lincoln Avenue. The zoning verification conducted as part of the associated preliminary request for proposals process verified compliance with the location limitations for storefront retailers established in WMC Section 17.84.120. At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park.

Furthermore, operation of the proposed storefront retailer in accordance with the standards established in WMC Section 5.28 as well as the applicant's Safety and Neighborhood Compatibility Plans will ensure that a storefront retailer use at this location would not have detrimental effects on the surrounding neighborhood.

3. Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties.

The proposed facility will provide a new source of employment and revenue for the City while remaining under close regulation and oversight by both the City and State.

At the time of approval of a Cannabis Business Permit, an application will be required to Prepare and submit a Community Benefit Plan and Social Policy and Local Enterprise Plan describing the applicant's plans for local outreach and hiring of residents of the City of Woodland for open positions and/or compensation for continuing education, and any other actions proposed by the applicant that are intended to benefit the local workforce and/or applicant's local employees.

4. Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts.

Yolo Cannabis Club is committed to contributing 2% of their annual business gross receipts per year to active 501(c)(3) non-profits active in the City of Woodland and to hiring at least 80% of staff from Yolo County, including hiring at least 50% from the City of Woodland, and hiring Woodland residents in management. Yolo Cannabis Club is committed to creating seventeen (17) jobs. A detailed summary of their community benefit and local enterprise plan is provided above in the background section of this report and as Exhibits B and C to the Operating Agreement (Attachment 3).

5. The extent of support or opposition to the proposed use and location from members of the community, and the applicant's plans to ensure strong community relations and compatibility with the surrounding neighborhood.

Public notice of the proposed retail cannabis use was provided to owners and tenants within a 600-foot radius of the project site, the site was posted with a highly visible notice, of a minimum four-foot by eight-foot in size mounted on a freestanding sign or posted on the building frontage, twelve (12) days before the scheduled public hearing date, and a Legal notice was published in the Woodland

Daily Democrat at least twelve days before the public hearing date.

Yolo Cannabis Club has committed to supporting and hosting a number of local community events which are outlined in detail in the Community Benefit Plan.

Yolo Cannabis Club will plan to have a Director of Community Relations who will be responsible for outreach and communication for the Woodland community and will be the liaison between Yolo Cannabis Club and the surrounding community.

Public comment received prior to the publication of this report is provided as Attachment 10.

6. The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location.

There are no cannabis uses located or proposed to be located within 1,000 feet of the proposed location at 367 West Main Street, Ste. 353-D.

7. The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area.

At this time, there is no overconcentration of cannabis uses.

8. The background and history of the applicant, including the experience and qualifications of the applicant and those persons involved in the management, oversight, and day-to-day operations of the proposed use, the professional training and certifications of the applicant and/or persons involved in the management, oversight and day to day operations of the proposed use, and the nature and extent of the problems on any premises where the applicant has operated a cannabis business in the past.

Yolo Cannabis Club has an experienced team and a well-considered and documented business plan that appears to be potentially successful with an identified supply line. A detailed summary of experience and qualifications is provided in Attachment 5.

Yolo Cannabis Club's management team includes the following:

Miguel Rodriguez, Chief Executive Officer

Miguel Rodriguez has over 20 years of experience in the cannabis industry, managing multiple licensed cannabis businesses across California.

Alicia Cotta, Chief Financial Officer & Chief Compliance Officer

Alicia Cotta holds a Bachelor of Business Administration degree from Golden Gate University in San Francisco. With over 20 years of experience in financial management and compliance within the cannabis industry, Alicia has successfully overseen financial operations for multiple dispensaries.

Justin Jarin, Chief Operating Officer

Justin Jarin brings over 15 years of operational management experience in the cannabis industry. He has successfully managed day-to-day operations, ensuring compliance with state and local regulations.

Christopher Hester, Security & Facilities Director

Christopher Hester has a background in security management, particularly within high-risk industries such as cannabis. His experience includes developing and implementing comprehensive security

plans, managing security personnel, and ensuring compliance with safety regulations.

Joe Romero, Community Relations Director & Liaison

Joe Romero has extensive experience in community engagement and public relations within the cannabis industry. His role involves fostering positive relationships with the local community and addressing concerns.

Phong Tran, General Manager

Phong Tran has a strong background in retail management, with a focus on customer service and operational efficiency. As General Manager, Phong will oversee daily operations, ensuring compliance with state and local regulations, and maintaining high standards of customer service.

Rick Lobley, Director of Business Development

Rick Lobley has over 10 years of experience in business development within the cannabis industry. His expertise includes identifying growth opportunities, developing strategic partnerships, and expanding market presence.

9. Whether there is a history of police or crime-related problems in the area of the proposed location which may be exacerbated by establishment of the proposed cannabis use.

There is no history of police or crime-related problems in the area of the proposed location, which may be exacerbated by the establishment of the proposed cannabis use.

10. Whether the proposed license would enhance recreational or entertainment opportunities in the area.

Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will provide an amenity that does not presently exist in the City.

Cannabis Business Permit Review – Municipal Code Section 5.28

The Cannabis Business Permit provides for the review of operational features for each cannabis business entity and is required in addition to a business license. A Cannabis Business Permit is required before initial operation and requires annual review. Before issuance of the Cannabis Business Permit, fees must be paid, and a Conditional Use Permit and final Operating Agreement authorized. The Cannabis Business Permit is approved by the Community Development Director. Operating details including a Security Plan, Lighting Plan, Community Benefit Plan, Social Responsibility, and Local Enterprise Plan, as well as an Operating Agreement and Indemnification statement, are required as part of the Cannabis Business Permit review. Some of these items have been provided as part of the Conditional Use Permit review and are included as attachments.

Revocation of Permit

In the event of a violation of the terms and conditions of a retail cannabis business permit, the City may take various enforcement actions as provided under City Code Section 5.28.090 - Violations. These actions may include fines, penalties, suspension, or revocation of the permit.

Environmental Assessment Status

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of

existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 1,144 square feet of space within an existing building that has previously been occupied by commercial uses similar to the proposed project.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat on October 3, 2024, twelve days prior to the public hearing.
- Notices were mailed to all property owners and tenants within a minimum of 600 feet of the project site on October 4, 2024.
- Pursuant to City of Woodland Municipal Code 17.110.100.D., the site was posted with a highly visible notice, of a minimum four foot by eight foot in size mounted on a freestanding sign or posted on the building frontage, 10 days prior to the scheduled public hearing date on October 15, 2024.

Reviewing Agency Comments

The project has been circulated to other city divisions and departments for review as well as to agencies outside the City of Woodland who have interest in the application including, Waste Management and Yolo County. All reviewing agency comments have been integrated into the conditions of approval.

Conclusion:

Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. _____ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 367 West Main Street, Ste. 353-D in the City's Corridor Mixed Use – West Main Street zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____ approving an Operating Agreement between Infinity Assets Woodland Inc., dba Yolo Cannabis Club, and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Prepared by: Anna Canales, Assistant Planner

Reviewed by: Erika Bumgardner, Deputy Director of Community Development



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Yolo Cannabis Club CUP and Conditions of Approval
2. Proposed Resolution - Yolo Cannabis Club Operating Agreement
3. Operating Agreement _ Yolo Cannabis Club
4. Project Application
5. Qualifications of Owners
6. Site Plan
7. Neighborhood Compatibility and Community Relations Plan Summary
8. Odor Control Plan
9. Resolution PC 24-07
10. Public Comments 9.19.24
11. Publication Proof

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA APPROVING A CONDITIONAL USE PERMIT AND FOR A
STOREFRONT RETAIL CANNABIS DISPENSARY AT 367 WEST MAIN STREET,
STE. 353-D WITHIN THE CITY CORRIDOR MIXED USE WEST MAIN STREET
ZONE CONDITIONED UPON APPROVAL OF THE APPROPRIATE CANNABIS
BUSINESS PERMIT AND THE RECOMMENDED CONDITIONS OF APPROVAL**

WHEREAS, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

WHEREAS, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

WHEREAS, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

WHEREAS, the City received a total of 12 proposals in response to the request for applications; and

WHEREAS, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

WHEREAS, after an initial review of the proposals, the Proposal Review Committee met in July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

WHEREAS, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

WHEREAS, the Proposal Review Committee ranked Infinity Assets Woodland Inc., dba Yolo Cannabis Club as 1 out of 12, with a score of 95.63%; and

WHEREAS, the City of Woodland City Council hereby finds that the proposed cannabis retailer use to be located at 367 West Main Street, Ste. 353-D (“Site”), as set forth in Planning Application No. PLNG 24-00039 submitted by business applicant Infinity Assets Woodland Inc., dba Yolo Cannabis Club (“Applicant”), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

WHEREAS, On September 19, 2024, the Planning Commission held a duly noticed public hearing concerning the proposed cannabis retailer use to be located at 367 West Main Street, Ste. 353-D as set forth in Planning Application No. PLNG 24-00039. After the hearing, the Planning Commission recommended 5 to 0 (two absences) City Council approve the Conditional Use Permit and Operating Agreement for Retail Commercial Cannabis land use as proposed; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the City Council of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the City Council public hearing date; and

WHEREAS, the City Council held a duly-noticed public hearing on October 15, 2024, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, approves a Conditional Use Permit for a cannabis retail use located at 367 West Main Street, Ste. 353-D, as set forth in Planning Application No. PLNG 24-00039, prepared by Infinity Assets Woodland Inc., dba Yolo Cannabis Club based on the following findings:

SECTION 1. Recitals. The City of Woodland City Council hereby adopts the above recitals as true and correct findings of the City of Woodland City Council and incorporates them into this Resolution by this reference.

SECTION 2. Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 367 West Main Street, Ste. 353-D, as set forth in Planning

Application No. PLNG 24-00039, the City of Woodland City Council hereby makes the following additional findings, pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities, and involves the conversion of a small structure not exceeding 2,500 square feet where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland City Council has considered all relevant evidence regarding the Site and the Applicant’s proposed use, and finds that Applicant’s proposed cannabis retailer use at the Site satisfies those considerations, as follows:
 - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland City Council has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland City Council finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant’s use at the proposed location.
 - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland City Council has considered all evidence and testimony relevant to the Applicant’s proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Corridor Mixed Use – West Main Street zone and not adjacent to sensitive uses; and therefore will not result in negative impacts on existing uses in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the

project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant's failure to abide by those conditions of approval may result in permit revocation.

- c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland City Council finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently available to the surrounding area and will bring retail activity to the proposed location.
- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland City Council finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland City Council has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland City Council has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community. No opposition to the proposed use or location was expressed by the community or the surrounding neighborhood.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland City Council further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland City Council further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland City Council has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland City Council has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland City Council is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.

- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland City Council finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland City Council therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community.

SECTION 3. Approval. In accordance with the City of Woodland City Council findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland City Council hereby approves Planning Application Number PLNG 24-00039 for the issuance of a Retail Cannabis Conditional Use Permit to Infinity Assets Woodland Inc., dba Yolo Cannabis Club for the proposed cannabis retailer use at 367 West Main Street, Ste. 353-D. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all of the findings and conditions of approval specified in Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, City Clerk

Ethan Walsh, City Attorney

EXHIBIT A

**Conditions of Approval
PLNG 24- 00039**

**Address: 367 West Main Street, Ste. 353-D
Cannabis Business: Infinity Assets Woodland Inc., dba Yolo Cannabis Club**

Conditions of Approval

General Conditions

1. **Approval.** Planning Application # PLNG 24-00039, submitted by Applicant Infinity Assets Woodland Inc., dba Yolo Cannabis Club for the proposed cannabis business “Yolo Cannabis Club” is approved to permit retail sales of cannabis and cannabis products, and, in a building size of approximately 1,144 square feet located at 367 West Main Street and with hours of operation of Monday – Sunday 9 am – 9 pm.
2. **Substantial Conformance.** The use shall be implemented in substantial conformance with the Conditional Use Permit (Planning Application: PLNG 24-00039) as approved by the City Council, and subject to all applicable provisions of Woodland Municipal Code Section 5.28, Commercial Cannabis Business Permits, and Section 7.84.120, Commercial Cannabis Businesses, except as modified herein. Prior to issuance of a Cannabis Business Permit and, if applicable, Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the city. Changes in the use or an increase in the intensity or size of operation may require approval of a new use permit or a modification to the existing use permit.
3. **Regulatory Permit.** The approval of the Conditional Use Permit and commencement of business operations shall be contingent upon the applicant submitting a Cannabis Business Permit application and all of the materials and documentation required by Woodland Municipal Code Chapter 5.28.180, Applications for Cannabis Business Permits, to the Community Development Director for review and approval. Applicants shall obtain and maintain at all times a valid Cannabis Business Permit including approval of an Operating Agreement, prior to occupancy of the building and continuing at all times that the business is in operation, including payment of all required fees for application review. The Cannabis Business Permit shall be timely renewed and maintained in accordance with the applicable procedures set forth in Woodland Municipal Code Chapter 5.28 as a condition of continuing the retailer use under the approved conditional use permit.

All requirements, terms and conditions of the Cannabis Business Permit, Operating Agreement, and applicable state license(s) shall be considered conditions of this conditional use permit. Failure to comply with all applicable state and local laws and ordinances, the Cannabis Business Permit, Operating Agreement, and/or applicable state license(s) shall be deemed a violation of the conditional use permit and may result in revocation of the use permit.

4. **Indemnification.** The applicant shall defend, indemnify, and hold harmless the City of

Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

5. **Other Permits and Licenses.** The applicant shall obtain all other permits and licenses required by the City for the use, including a Cannabis Business Permit pursuant to Woodland Municipal Code Chapter 5.28, and any other City permits required for retail cannabis uses prior to occupancy of the building and operation of the business, and shall pay all required fees in the amount currently established as applicable, or in the amount to be adopted by City Council. All cannabis businesses must, prior to establishing and operating any such cannabis business, obtain and maintain at all times a valid license issued by the State, as may be applicable, and any other applicable local or regulatory licenses.
6. **Building and Fire Requirements.** Prior to occupancy and/or issuance of a Cannabis Business Permit, applicant shall comply with all applicable Building and Fire requirements to the satisfaction of the Building Official and the Fire Marshall. The applicant shall obtain all necessary and appropriate permits for the project prior to occupancy, including but not limited to building and encroachment permits, and pay all required fees.
7. **Runs with the Land.** The terms and conditions of approval of the conditional use permit shall run with the land, and shall be binding upon and be to the benefit of the heirs, legal representatives, successors, and assignees of the property owner. Where a conditional use has abandoned the site or has ceased activity for a period of six (6) months, expressly including due to the failure to obtain or maintain other necessary regulatory licenses and permits to operate the business, the approved conditional use permit may be subject to revocation for non-use. Under these circumstances, and if such non-use results in revocation of the conditional use, a new application for a conditional use permit must be processed per the requirements of the City's then-existing zoning ordinance.
8. **Permit Expiration.** The Conditional Use Permit must be exercised within one year of issuance, or it shall be deemed null and void by act of law (Woodland Municipal Code Section 17.96.130, Expiration and Extension). A permit for use of a building or a property is exercised when a valid City business license, Cannabis Business Permit, and all necessary permits have been issued, and the permitted use has commenced on the site in accordance with applicable conditions of approval contained herein.
9. **Other Applicable Requirements.** The project approval is subject to all applicable requirements of the Federal, State, City of Woodland and any other affected governmental agencies. Approval of this request shall not waive compliance with all sections of the Municipal Code, all other applicable Federal, State and City Ordinances, and applicable Community or Specific Plans or Design Guidelines in effect at the time of building permit issuance. The duty of inquiry as to such requirements shall be upon the applicant.

10. **Compliance with Conditions.** Prior to any use of the project site, all Conditions of Approval shall be completed to the satisfaction of the Community Development, Police, and Fire Departments. In the event that any of the conditions of this permit are not satisfied, the Community Development Director may request a public hearing be set before the Planning Commission to determine whether the Conditional Use Permit should be revoked. Additionally, upon showing of a compelling public necessity demonstrated at a noticed public hearing, the City of Woodland, acting through the appropriate entity, may add, amend, or delete conditions of this permit.
11. **Violations.** Upon receipt of a Cannabis Business Permit the applicant shall be subject to provisions relating to violations contained in Municipal Code Section 5.28.090, or as may be amended.
12. **Environmental Recording Fee.** Applicant shall provide the Community Development Department with a check for the sum of \$50 made out to Yolo County to record the CEQA environmental document (Notice of Exemption) with the County.
13. **Applicant's Responsibility to Inform.** The applicant shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.

Planning Conditions

16. **Education.** The cannabis retailer shall provide information or disclaimers to all customers regarding the effects of cannabis consumption and legal consequences of consumption or possession under federal law, in a form approved by the City.
17. **Parking.** The project shall provide and maintain the number of on-site parking spaces consistent with the requirements of Section 17.68 of the Woodland Municipal Code, based on gross square footage of retail use, consistent with City standards unless otherwise approved by the Community Development Director.
18. **Bicycle Parking.** The project shall provide bicycle parking, consistent with the requirements of Section 17.68.070 of the Woodland Municipal Code. The location of the racks and locking mechanism details shall be subject to review and approval by the Community Development Department prior to issuance of permits. Bicycle parking shall be installed prior to occupancy.
19. **Signage.** Signage shall require a Sign Permit subject to approval by the Community Development Department in compliance with Woodland Municipal Code Section 17.100.140, Sign Permits – Permanent Signs, and may require a Building permit prior to installation.
20. **Trash Maintenance.** The site shall be kept free of trash or debris at all times. Graffiti or any other type of vandalism shall be removed or otherwise remediated within 72 hours of occurrence.

21. **Landscape.** Prior to operation, all existing landscape planter areas shall be replanted and maintained per City Standards. Vegetative matter shall cover no less than 75% of the required landscape area unless otherwise approved by the Community Development Director. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying and cultivation.
22. A storefront cannabis dispensary permittee shall not allow cannabis, cannabis products, or cannabis accessories on the dispensary site to be visible from the public right of way, the unsecured areas surrounding the buildings on the site, or the site's main entrance and lobby.
23. No storefront cannabis dispensary shall grow or cultivate cannabis, except for immature nursery stock cannabis plants, on the dispensary site.

Building Conditions

The following comments are from the City of Woodland Building Division and are applicable to the referenced project:

24. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - A. 2022 California Building Code
 - B. 2022 California Plumbing Code
 - C. 2022 California Mechanical Code
 - D. 2022 California Electrical Code
 - E. 2022 Building Energy Efficiency Standards
 - F. 2022 California Green Building Code
 - G. The Code of the City of Woodland
25. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
Recycle plan is required at time of permit issuance along with a \$1000 deposit.
Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
26. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
27. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
28. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

Fire Conditions

The following comments are from the City of Woodland Fire Department and are applicable to the referenced project:

29. **Project Condition. Prior to permit approval to install gates or barriers:** The installation of perimeter fencing, gates, or obstacles that obstruct fire apparatus access roads shall require

a separate plan submittal, review, and approval by the Woodland Fire Department prior to installation.

30. **Advisory:** An operational permit for a Cannabis dispensary will be required. The permit(s) will cost \$342.00 and be billed at the time of the fire inspection.
31. **Advisory:** Addressing and suite numbers shall be readily visible, contrasting in color to the background.
32. **Project Condition. Prior to permit approval:** Tenant improvement plans shall be submitted to the City of Woodland Building and Fire Department for review and approval due to the interior remodel of the space.
33. **Advisory:** Please be aware that, at a minimum or as applicable, the following items will be inspected, tested, or reviewed at the time of inspection.
 - Existing exit signs and emergency lighting shall be in good working order and capable of supplying illumination for not less than 90 mins. Testing records are required. Test to be conducted at fire inspection.
 - New and existing fire extinguishers shall be current and labeled with a State Fire Marshal-approved service label.
 - Existing exits, exit doors, and door hardware are not obstructed, are in good working order, and shall meet the minimum requirements of the CFC.
 - Housekeeping shall be orderly, and storage shall be stored in an approved manner per the CFC.
 - All electrical and cords shall comply with the CFC.
 - All electrical panels shall have a minimum 36-inch clearance before the panel.
 - Verify that the address and suite numbers are visible from the assigned street.
 - Verify fire lanes are marked.
 - Verify all landscaping is three feet away from fire department equipment.
 - Verify that fire department equipment is painted, marked, labeled, and secured as applicable.
 - Existing walls and ceilings are free from holes that would lead to fire extension.
 - Verify Knox Box keys.

Police Conditions

The following comments are from the City of Woodland Police Department and are applicable to the referenced project:

34. Security personnel shall be on site twenty-four hours a day or alternative security as authorized by the city manager or his/her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his/her designee (s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the chief of police.
35. **Security Plan.** Prior to issuance of a Business Cannabis Permit, applicant shall submit a final

Security Plan and Lighting Plan pursuant to Woodland Municipal Code Section 5.28.260, Cannabis Business Site Security, for review and approval by the Police Chief and Community Development Director. Photometric data may be required to indicate that parking and public areas are equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area or public/employee exterior access ways. Photometric data must also confirm the absence of “hot spots” or areas of ten (10) foot-candle of illumination per square foot or more.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA APPROVING AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AN OPERATING AGREEMENT WITH INFINITY ASSETS
WOODLAND INC., DBA YOLO CANNABIS CLUB, FOR A CANNABIS RETAIL
FACILITY LOCATED AT 367 W. MAIN STREET, STE. 353-D, WOODLAND, CA
95695**

WHEREAS, the applicant Infinity Assets Woodland, Inc. dba Yolo Cannabis Club, submitted a Conditional Use Permit application to operate a Retail Cannabis Facility (“Cannabis Business”) in a 1,144 square foot tenant space within an existing commercial shopping center located at 367 West Main Street with hours of operation of Monday – Sunday 9 am – 9 pm; and

WHEREAS, the City Council, following a Planning Commission recommendation to approve the use, approved granting a Conditional Use Permit to the Cannabis Business to conduct commercial cannabis activities at the Subject Property, subject to conditions of approval and contingent on issuance of a cannabis business permit, state license(s) and execution of an Operating Agreement; and

WHEREAS, Woodland Municipal Code Chapter 5.28 provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community; and

WHEREAS, the proposed Operating Agreement additionally addresses other mutually agreeable terms and conditions regarding operation of the Cannabis Business, including minimum insurance requirements, security procedures, and indemnification.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Woodland hereby resolves as. follows:

1. The City Council adopts the findings above as true and correct.

2. The City Council hereby approves of an Operating Agreement between the City and P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary generally consistent with the terms and conditions provided in the Operating Agreement attached hereto as Attachment 1.
3. The City Manager, or his or her designee, is authorized to execute an Operating Agreement in substantially the form provided in Attachment 1, subject to any minor, technical, non-substantive or necessary changes approved by the City Attorney, and any other supporting documents necessary to execute the Operating Agreement. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement, provided the total payment amount under the Agreement does not change.
4. The Operating Agreement shall be executed prior to issuance of a Cannabis Business Permit.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Woodland at regular meeting of the City Council held on the 15th day of October, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, City Clerk

Ethan Walsh, City Attorney

Exhibit 1
[Operating Agreement]

**OPERATING AGREEMENT FOR A CANNABIS RETAIL BUSINESS AND
PRELIMINARY CANNABIS BUSINESS PERMIT
LOCATED IN THE CITY OF WOODLAND**

**INFINITY ASSETS WOODLAND INC. DBA YOLO CANNABIS CLUB
367 W. MAIN STREET, STE. 353-D, WOODLAND CA 95695**

This Operating Agreement for a Cannabis Business (hereinafter “Agreement”), dated ____, 2024, (“Effective Date”), is entered into by and between the City of Woodland (the “City”), a California municipal corporation, and Infinity Assets Woodland Inc. dba Yolo Cannabis Club, a cannabis retail facility (“Cannabis Business”). The City and Cannabis Business may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, On June 21, 2022, the City Council of the City of Woodland approved Ordinance Nos. 1685 and 1686 to allow consideration for up to four retail cannabis businesses within the City of Woodland.

WHEREAS, on February 27, 2023, the City of Woodland opened a competitive application review process for preliminary cannabis business permit applications, which closed on April 5, 2023. A total of 12 Preliminary Cannabis Business Permit applications were received.

WHEREAS, after conducting a complete, thorough, and objective review in consideration of all applications, the four top scoring applications were selected to continue through the final application review process, including the approval of an operating agreement to memorialize the requirements as provided for in the regulations governing commercial cannabis retail permits, Chapter 17.84.120 and 5.28 of the Woodland Municipal code, as well as statements and agreements provided in the application materials and as part of the interview process; and

WHEREAS, Cannabis Business is one of the four top scoring applicants and has applied for and received a Conditional Use Permit concurrently with the approval of this Agreement for the operation of a retail cannabis business at 367 W. Main Street, Ste. 353-D, Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Subject Property**”).

WHEREAS, Section 5.28.180(A)(9) of the Woodland Municipal Code provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals, and all defined terms set forth in this Agreement, are hereby incorporated into this Agreement as if set forth herein in full.

2. Definitions. The following terms shall have the following meanings for purposes of this Agreement, but other terms may be defined elsewhere in this Agreement.

- A. “Assignment” means: (i) a sale, exchange or other transfer of this Agreement, the Cannabis Business’s rights hereunder, or substantially all of the Cannabis Business’s assets dedicated to operation of the retail cannabis business under this Agreement to a third party; (ii) a sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of the Cannabis Business; (iii) any reorganization, consolidation, merger re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Cannabis Business or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Cannabis Business; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, provided that the effect of such occurrence is to change control of Company or responsibility for this Agreement to an entity that is not controlled by Company’s ultimate parent entity (as defined on the Effective Date of this Agreement in 16 CFR § 801.1(a)(3)).
- B. “Cannabis business permit” means the regulatory permit issued by the City to the Cannabis Business pursuant to the provisions of Chapter 5.28 of the Woodland Municipal Code.
- C. Cannabis retailer” means a premises permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale, as permitted by Chapter 17.84.120 of the Woodland Municipal Code.
- D. “City” means the City of Woodland.
- E. “City Permits” means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, including the Cannabis

Business Permit, licenses, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for the Cannabis Business to operate in accordance with this Agreement.

- F. “Commencement Date” means the date that all of the following have occurred: (1) the City has issued all necessary City Permits; (2) the Cannabis Business has obtained all necessary State Licenses to operate; and (3) the Cannabis Business has obtained a certificate of occupancy.
- G. “Community Development Director” means the Community Development Director and his or her designee.
- H. “Conditional Use Permit” means the conditional use permit issued by the City to the Cannabis Business pursuant to Chapter 17.100.100 of the Woodland Municipal Code.
- I. “Effective Date” means the date first entered above as the Effective Date that both Parties have signed this Agreement.
- J. “Gross Receipts” means the total amount actually received or receivable from sales and the total amounts actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in “gross receipts” shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, all cost of materials used, labor or service costs, interest paid or losses or other expenses. The following shall not be included in the definition of “Gross Receipts: (1) Cash discounts allowed and taken on sales; (2) Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit; and (3) Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded.
- K. “Manager” means a person with responsibility and authority over the establishment, management, supervision, or oversight of the operation of the Cannabis Business.
- L. “State License” means all licenses required to be issued by the State of California for operation of the Cannabis Business pursuant to Division 10 of the Business and Professions Code and applicable state regulations, including Division 42 of Title 16, Division 8 of Title 3, and Division 1 of Title 17 of the California Code of Regulations, as those provisions may be amended.
- M. “Subject Property” means that certain property located at 367 W. Main Street, Ste. 353-D, Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference, which is the location of the Cannabis Business’s retail cannabis business.
- N. “Term” means the period of time this Agreement is in effect, and any renewal periods, as specified in Section 3.

3. Term of Agreement. The Term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years therefrom (“Initial Term”), unless earlier terminated as specified in this Agreement. Prior to the expiration of the Initial Term and any subsequent Renewal Period, the Parties may mutually agree to extend the Term of this Agreement for up to two (2) additional two-year (2-year) terms to run consecutively (each a “Renewal Period”).

4. General Terms and Conditions. The Cannabis Business shall comply with all of the following terms and conditions for the Term of this Agreement:

- A. This Agreement is only valid for the Cannabis Business at the Subject Property identified in this Agreement. An assignment of this Agreement or any interest herein by the Cannabis Business is not permitted unless consented to in advance in writing by the City, which consent may be conditioned, granted or withheld in City’s sole and absolute discretion.
- B. The applicant shall apply for and receive approval for a final Cannabis Business Permit and all other required City permits, such as building permits, including receipt of a Certificate of Occupancy, prior to commencement of operations.
 - i. Submission of Complete Tenant Improvement Plans: The applicant shall submit a complete submittal to the City Building Division for all applicable tenant improvements within three (3) months following the Effective Date of this agreement. The submission must include all necessary documentation, plans, and approvals required by the City to ensure compliance with applicable codes and regulations.
 - ii. Commencement of Construction: All construction related to the applicable building permits must commence within six (6) months of the Effective Date of this agreement. Failure to meet these timelines will result in the termination of the Operating Agreement.
- C. Any conditions placed on the Cannabis Business Permit and the Conditional Use Permit are hereby incorporated as conditions of this Agreement. Violations of the Cannabis Business Permit, the Conditional Use Permit and/or applicable State Licenses shall be deemed violations of this Agreement and shall constitute a material breach of this Agreement.
- D. The applicant shall commence operation of the cannabis business within 12 months of the approval date of the CUP consistent with Section 17.96.130 of the Woodland Municipal Code, or the City will withdraw the preliminary business permit award and this agreement shall be null and void.
- E. The Cannabis Business shall obtain and maintain at all times a valid Cannabis Business Permit, Conditional Use Permit, and applicable State License(s) prior to and during operation of the Cannabis Business.
 - i. As soon as practicable, the Cannabis Business shall inform the City when it obtains its necessary State License(s), and shall provide a copy of the State

License(s) to the Community Development Director. The City shall cooperate with the Cannabis Business as appropriate and as needed to facilitate the State's issuance of a State License(s) to the Cannabis Business.

- ii. The City shall diligently process the Cannabis Business's applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; nor does this Agreement constrain the City's discretion to determine compliance with all requirements regarding issuance of any City Permits. Nothing in this Agreement relieves the Cannabis Business of the obligation to comply with all requirements and application procedures set forth in Chapter 5.28 and Section 17.84.120 of the Woodland Municipal Code.

- F. The Cannabis Business understands, acknowledges and agrees to comply with all applicable then-existing state and local laws and regulations applicable to operation of the Cannabis Business, including Chapter 5.28 of the Woodland Municipal Code.

5. Operational Requirements. In addition to all operating requirements set forth in Article IV of Chapter 5.28 of the Woodland Municipal Code, the Cannabis Business shall comply with the following specific operational requirements:

- A. The Cannabis Business shall immediately notify the City Police Department of any criminal activity, or suspected criminal activity, occurring at the Subject Property. In the event of any internal security system breach, including a faulty alarm system, broken or damaged surveillance cameras or other video recording equipment, or broken or damaged locks, doors, or lighting which may increase risk of criminal activity at the Subject Property, the Manager of the Cannabis Business shall notify the City Police Department as soon as practicable after becoming aware of the security system breach. The Cannabis Business shall diligently attempt to fix or resolve any such security breach immediately; if circumstances require additional time and delay to remedy, the Cannabis Business shall so notify City police and provide an estimated timeline the breach will be cured.
- B. If the Cannabis Business receives any criminal threats, or otherwise suspects any criminal targeting related to movement of product or cash from or to the Subject Property, the Cannabis Business shall immediately notify the City Police Department.
- C. The City's Chief of Police, or his or her designee, may perform site inspections of the Cannabis Business during hours of operation, upon reasonable notice. The scope of the inspection shall be to ensure compliance with all conditions on the Cannabis Business, including compliance with state rules and regulations, such as but not limited to, track and trace requirements, product storage, labeling, and disposal of product, as well as accounting, ledgers for distribution, and other records and operating procedures. Upon reasonable notice by the City, the Cannabis Business shall provide proof, including through visual observation and confirmation by City staff, of any storage, disposal or distribution of product as may be necessary to ensure business compliance. Should the City discover any evidence of falsification of records or other practices inconsistent with City or State requirements, the Cannabis Business shall, upon written notice from

the City, immediately cease and desist operations until such time that the issues have been resolved, to the satisfaction of the City, in accordance with state and local regulations.

6. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including its operation of approved cannabis uses in the City during the Term, the Cannabis Business shall do all of the following:

A. Tax Payment. The cannabis business shall pay the required ten (10%) percent tax as required per Woodland Municipal Code Chapter 3.36, Cannabis Business Tax.

- i. Monthly Payments shall be calculated per calendar month, due and payable on the 15th day of the subsequent calendar month in accordance with Woodland Municipal Code Section 3.36(B). By way of example only, a Monthly Payment for the month of September would be calculated from September 1 through September 30, due and payable on October 15.
- ii. If a Monthly Payment is not paid in full within fifteen (15) days after it is due and payable, penalties and interest shall accrue as set forth in Woodland Municipal Code Section 3.36.100.
- iii. Monthly Payments shall be made to the City's Finance Department. In the event the Cannabis Business intends to pay a Monthly Payment in cash in an amount that exceeds \$5,000, the Cannabis Business shall notify the City in advance to make prior arrangements.
- iv. Accompanying the Monthly Payment, the Cannabis Business shall deliver to the City a report ("the Monthly Report") showing (1) Gross Receipts of the Cannabis Business for the immediate prior month; 2) a cumulative total of all amounts of Gross Receipts received by the Cannabis Business to date for the calendar year, (3) a calculation of the Monthly Payment currently due to the City; and (4) a calculation of the cumulative total of all Monthly Payments made to the City to date for the calendar year.

B. Community Benefits Plan. Pursuant to Section 5.28.180 (A)(6)(b), Exhibit "B" to this agreement, Community Benefit Plan, which is attached hereto and incorporated into this Agreement by this reference, describes the benefits the cannabis business has provided or will provide to the local community including direct aid, participation in, and commitment to funding the work of local nonprofits, community, civic, or social service based organizations, as well as the development of public outreach and education program related to risks of youth and drugs, and any other agreed upon community benefit between the City and applicant. The Cannabis business shall comply with and implement that Community Benefit Plan as a requirement of this Agreement.

- i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis business shall submit a Community Benefits Plan Summary Report in which all activities in support of local community organizations

or events as outlined in the Community Benefit Plan (Exhibit “B”), including the Community Benefit Payment, shall be identified, including the community service hours provided by the cannabis business (inclusive of staff service volunteer hours) in the year, and the Cannabis Business shall provide to City or its designee all appropriate receipts, payment verification and any other documentation requested by City as deemed necessary by City in its discretion to verify the Cannabis business’s compliance with the Community Benefit Plan.

C. Social Policy and Local Enterprise Plan. Pursuant to Section 5.28.180(A)(6)(c), Exhibit “C” to this Agreement describes the Cannabis Business’s Social Policy and Local Enterprise Plan.

i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis Business shall submit an updated Social Responsibility and Local Enterprise Plan in which the employee benefits, workforce development actions, local hiring practices, and minimum employee wage paid are identified for the prior year.

i. Minimum agreed upon hourly wage (living wage). The Cannabis Business hereby agrees to provide a minimum hourly working wage in the amount of \$29.44 for remainder of the calendar year following the Effective Date of this Agreement. The minimum wage paid by the Cannabis Business shall increase each January of the year following the Effective Date of the agreement based on the Living Wage calculator set forth at <https://livingwage.mit.edu>.

D. Cannabis Business agrees to abide by the requirements of Chapter 5.28 of the Woodland Municipal Code and any other operating terms and conditions as mutually agreed by the parties to ensure that the social policy and local enterprise plan commitments and community benefits derived from the proposed cannabis business adequately address potential adverse impacts stemming from the operation of the Cannabis Business.

E. Records. The Cannabis Business shall keep accurate and adequate records and documentation to reflect its monthly gross receipts and information concerning required payments. Pursuant to section 5.28.340 of the Woodland Municipal Code, the Cannabis Business shall maintain all such records for at least three (3) years, and shall produce those records to the City within 24 hours after receipt of the City’s request.

7. **Termination.** The City and/or Cannabis Business may terminate this Agreement prior to expiration of the Term for the reasons and subject to the requirements set forth below. The Cannabis Business understands and acknowledges that the right to operate the Cannabis Business is expressly contingent on full execution of an Operating Agreement, as required by section 5.28.180(A)(9) of the Woodland Municipal Code. As such, termination of this Agreement shall

result in the immediate termination of the Cannabis Business's operations, unless and until a new Operating Agreement is executed by the Parties

A. City's Termination Rights. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after the City provides written notice of termination to the Cannabis Business, if any of the following circumstances occurs:

- i. The Cannabis Business breaches its obligation to pay the Monthly Payments of the Cannabis business tax when due and fails to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of default.
- ii. The Cannabis Business breaches its obligation to perform in accordance with any material provision of this Agreement, other than the obligation to pay the Monthly Payment, and: (A) does not cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach or, if the breach cannot reasonably be cured within 30 days, (B) does not begin work to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach. The Parties may mutually agree in writing to extend the time period to cure the breach. The express designation in this Agreement of a provision as "material" does not imply that other provisions are not material.
- iii. The Cannabis Business fails to obtain and maintain at all times prior to and during operation of the Cannabis Business a valid Cannabis Business Permit and State License(s), or violates any condition of approval of the Conditional Use Permit.
- iv. The uses and business activities of the Cannabis Business are declared unlawful by order of Court, or become illegal by operation of State law.

B. Cannabis Business's Termination Rights. The Cannabis Business may, at any time and in its sole discretion, effective thirty (30) days after the Cannabis Business provides written notice of termination to the City, may terminate this Agreement if the Cannabis Business has permanently ceased operations, or intends to cease operations within thirty (30) days, in the City of Woodland.

8. Release & Indemnification. The Cannabis Business shall release and hold harmless the City, its agents, officers, elected officials, staff and employees (collectively, "City Parties") from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of Chapter 5.28 of the Woodland Municipal Code, or any provision of the Zoning Code relating to the Cannabis Business, and (ii) any arrest or prosecution of the Cannabis Business or its owners, Managers, staff, employees, or members for violation of state or federal laws. The Cannabis Business shall further defend, indemnify and hold harmless the City Parties from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from or related to the

Cannabis Business operations at the Subject Property, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind, including bodily injury, death or property damage, arising out of the distribution of cannabis or cannabis products at the Subject Property. The obligations in this Section 8 Release & Indemnification shall survive any expiration or termination of this Agreement.

9. Insurance.

A. Time for Compliance. The Cannabis Business shall not begin operations until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall constitute a material breach of this Agreement.

B. Types of Required Coverages. Without limiting the indemnity provisions of this Agreement, the Cannabis Business shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

- i. Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

- ii. Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- iii. Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

C. Endorsements.

- i. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability shall be endorsed to provide the following:
 - a. Additional Insured. The City’s indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising

out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- b. Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
 - c. Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
 - d. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
 - e. Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
 - f. Applicability. That the coverage provided therein shall apply to the obligations assumed by the Cannabis Business under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- ii. The policy or policies of insurance required by this section for Workers’ Compensation shall be endorsed, as follows:
 - a. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City’s indemnified parties.
 - b. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- D. Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City’s indemnified parties in the same manner and to the

same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

- E. Evidence of Insurance. The Cannabis Business shall, concurrently with execution of this Agreement or as soon thereafter as may be authorized by the City, deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, the Cannabis Business shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Failure to Maintain Coverage. The Cannabis Business agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.
- G. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- H. Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Cannabis Business's policies, or the Cannabis Business shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured.

10. Notice. Any notice or other communication provided pursuant to this Agreement must be in writing and shall be considered properly given and effective only when mailed or delivered in the manner provided by this Section 11 to the persons identified below. A mailed notice or other communication shall be considered given and effective on the third day after it is deposited in the United States Mail (certified mail and return receipt requested). A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 11.

If to the City:

City of Woodland
City Manager's Office
300 First Street

If to Cannabis Business:

Woodland, California 95695
Attention: Ken Hiatt

11. Force Majeure.

- A. “Force Majeure Event” means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party’s reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- B. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or Cannabis Business is prevented or delayed because of a Force Majeure Event, then the time for performance shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

12. Waiver. A Party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party’s breach of this Agreement shall not constitute a waiver of any performance, right, or remedy. A Party’s waiver of the other Party’s breach of any provision in this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

13. Relationship of Parties. This Agreement does not create any employment relationship, ownership interest, or other association between the City and Cannabis Business. Nothing herein shall be construed to create the relationship of principal and agent, partnership or other joint venture between the City and Cannabis Business.

14. Attorneys’ Fees. The Party prevailing in any litigation concerning this Agreement, the Subject Property, or the Cannabis Business operations, shall be entitled to an award by the court of reasonable attorneys’ fees and litigation costs. If the City is the prevailing party, then this Section shall apply whether the City is represented in the litigation by the designated City Attorney or by outside counsel.

15. Severability. If a court with jurisdiction finds any provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect, and to this end this Agreement shall be severable.

16. Counterparts. The parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which shall collectively constitute this same Agreement.

17. Integration and Modification. This Agreement sets forth the Parties’ entire understanding and agreement regarding the matters addressed herein. This Agreement supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by written agreement signed by both Parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth on this Agreement.

City of Woodland

Cannabis Business:

Infinity Assets Woodland Inc. dba Yolo Cannabis Club

By: _____
Ken Hiatt, City Manager

Dated: _____, 2024

By: _____

Dated: _____, 2024

By: _____

Approved as to Form

Dated: _____, 2024

Woodland City Attorney

By: _____
Ethan Walsh, City Attorney

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

The land referred to herein is situated in the State of California, County of Yolo, City of Woodland and described as follows:

Parcels 1, 2, 3, 4 and 5, as shown on Parcel Map No. 3628, filed February 29, 1988, in Book 9 of Parcel Maps, Page 3 and 4, Yolo County records.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances lying below a depth of 500 feet without the right of surface entry as described in deed recorded September 10, 1981, in Book 1490 of Official Records, Page 478.

APN: 065-010-033, 065-010-034, 065-010-035, 065-010-036, 065-010-037

EXHIBIT “B”

COMMUNITY BENEFIT PLAN

Community Benefit Payment

Yolo Cannabis will commit to contributing 2% of their annual business gross receipts per year to active 501(c)(3) non-profits active in the City of Woodland. Further, Yolo Cannabis Club commits to prioritizing funding towards such priority areas as public safety initiatives, youth education programs, drug addiction prevention and treatment, recreational and educational programs, and support for local artists and cultural initiatives.

Community Initiatives and Partnerships

Yolo Cannabis Club commits to focusing efforts on key areas including hunger, homelessness, education, youth development, and public services and commits to work with local organizations that are active in the City of Woodland.

Sponsorship of Community Events

Yolo Cannabis Club commits to sponsoring community events including the Woodland Chamber Holiday Parade, Woodland 4th of July celebration, Honey Festival, Yolo County Fair, and Dinner on Main Street.

Support for Youth Activities

Yolo Cannabis Club commits to providing support to local youth-focused programs, such as Brazilian Jiu-Jitsu at Caio Terra Academy Woodland, Woodland Police Activities League, Woodland Police Department's Youth Community Police Academy, Alvarez Boxing Club, Folklorico Latino de Woodland, Woodland Opera House, CASA - Yolo Court Appointed Special Advocates, Woodland Parks Foundation

Engagement with Local Business Groups

Yolo Cannabis Club commits to supporting local business groups including but not limited to Woodland Chamber of Commerce, Woodland Downtown Business Association, and Yolo County Farm Bureau.

Hosting Community Events

Yolo Cannabis Club commits to host community events including but not limited to an annual block party at Heritage Plaza, Bi-annual food truck events, and local events in support of the Woodland Police Activities League.

Youth Addiction Prevention and Education

Yolo Cannabis Club is committed to supporting efforts to prevent youth addiction through the following activities.

- Providing financial and volunteer support to organizations focused on youth addiction prevention and education.
- Developing and implementing educational programs that outline the risks of youth cannabis addiction.
- Partnering with local youth organizations and schools to deliver these educational programs.

- Collaborating with the Yolo County Department of Health and Human Services on initiatives like Friday Night Live (FNL).
- Supporting Woodland Memorial Hospital's Family Engagement & Wellness Initiative.

Employee Volunteer Program

Yolo Cannabis Club is committed to developing an Employee Volunteer program that includes the commitment to provide all employees with four paid volunteer hours per month, the commitment to developing quarterly calendars showcasing local volunteer opportunities, and the commitment to partnering with local organizations to create a diverse range of volunteer options.

Additional Community Support Programs

Yolo Cannabis Club is committed to supporting the City of Woodland community through:

- Hosting quarterly public education seminars at Woodland's senior care facilities and retirement communities, with a focus on educating the elderly about cannabis issues, products, and safe, legal usage.
- Offering discounts for seniors and military veterans.
- Providing free medicine weekly to eligible medical patients facing physical disabilities or debilitating illnesses.
- Partnering with organizations like Root & Rebound to fund and support expungement clinics in Woodland
- Helping individuals navigate legal barriers related to past convictions.
- Maintaining active membership with the Woodland Chamber of Commerce and working with local, diverse businesses and contractors for various services and supplies.
- Covering the costs of continuing education and training for employees, and offering support for those pursuing adult education courses.
- Implementing an apprenticeship program to create more opportunities for career advancement for employees.

EXHIBIT “C”

SOCIAL POLICY AND LOCAL ENTERPRISE PLAN

Local Hiring and Employment Practices

Yolo Cannabis Club is committed to establishing responsible hiring practices that focus on local and diverse talent. Yolo Cannabis Club’s commitments include:

- Hiring at least 80% of staff from Yolo County including hiring at least 50% from the City of Woodland.
- Implementing a Diversity and Inclusion Plan that prioritizes hiring individuals from disproportionately impacted communities.
- Hosting career fairs within 90 days of license issuance to recruit local talent.
- Partnering with local educational institutions, including Woodland Community College, for recruitment and educational programs.

Employee Wages and Compensation

Yolo Cannabis Club is committed to providing fair compensation to its employees. Yolo Cannabis Club’s commitments include:

- Setting a minimum wage at 115% of the MIT Estimated Living Wage for Yolo County or 150% of the California minimum wage, whichever is higher.
- Regularly reassessing the wage structure to ensure it stays aligned with the cost of living and local economic conditions.

Continuing Education

Yolo Cannabis Club is committed to investing in employee growth and development through ongoing training and education programs. These programs cover aspects of cannabis retail operations, including customer service, compliance, security protocols, and product knowledge. Employees will have access to both internal training sessions and external educational opportunities.

Employee Engagement and Retention

Yolo Cannabis Club is committed to implementing employee engagement strategies, including regular feedback sessions, employee recognition programs, and opportunities for career advancement.

Commitment to Social Responsibility

Yolo Cannabis Club is committed to implementing sustainable business practices to minimize environmental impact. This includes energy-efficient operations, waste reduction, and the use of eco-friendly products.

Community Relations and Compatibility

Yolo Cannabis Club is committed to establishing open lines of communication with residents and businesses near its dispensary. Additionally, Yolo Cannabis Club is committed to having a community liaison who will address concerns and ensure operations are compatible with the neighborhood. Yolo Cannabis Club is also committed to conducting regular community meetings and updates to inform the public about its initiatives and changes in operations.

Support for Local Enterprises

Yolo Cannabis Club is committed to sourcing products and services from local vendors whenever possible and is committed to fostering partnerships with local enterprises to support economic growth and community development.



City of Woodland

Community Development Department

300 First St, Woodland CA 95695
Phone (530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. OWNER/APPLICANT

Property Owner:
Ethan Conrad Properties, Inc.

Mailing Address:

City State Zip Code:

Phone Number:

E-mail Address:

Project Applicant:
Infinity Assets Woodland Inc. (DBA: Yolo Cannabis Club)

Mailing Address:

City State Zip Code:

Phone Number:

E-mail Address:

2. PROJECT DESCRIPTION

Project Name:
Infinity Assets Woodland Inc. (DBA: Yolo Cannabis Club)

Total Acres or Square Feet:
1200

General Plan Land Use Designation:
Western Woodland Trade Area - Commercial

Existing Zoning:
Commercial

Site Address or Location:
367 West Main Street, STE 353-D, Woodland, CA 95695

Assessor's Parcel Number(s):
065-010-033-000

Is Project in Flood Zone? ☐ Yes ☒ No

Requested Entitlement/Permit Type:
CUP for Retail Cannabis

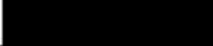
PROJECT NARRATIVE/JUSTIFICATION STATEMENT: On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

3. AUTHORITY TO FILE APPLICATION

Check one: ☒ Property Owner ☐ Power of Attorney* ☐ Contract to Purchase* ☐ Other*
*Attach Evidence of Authority/Letter of Agency (see attached template)

ACKNOWLEDGEMENT: I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

 7/30/2024
Applicant Date
 8/8/24
Legal Owner Date

(Infinity Assets Woodland Inc.) 7/30/2024
Applicant Date
(Ethan Conrad Properties, Inc.) 8/8/24
Legal Owner Date



QUALIFICATION OF OWNERS

D. QUALIFICATION OF OWNERS

INTRODUCTION

Based on the State definition of owner in the State business and Professions Code Section 26001 and all person, companies, and entities that will be directing, controlling and/or managing the day-to-day operations of the business, the Ownership Team of YOLO includes:

MIGUEL RODRIGUEZ, Chief Executive Officer
ALICIA COTTA, Chief Financial Officer & Chief Compliance Officer
JUSTIN JARIN, Chief Operating Officer (Owner)
CHRISTOPHER HESTER, Security & Facilities Director (Owner)
JOE ROMERO, Community Relations Director & Liaison
PHONG TRAN, General Manager
RICK LOBLEY, Director of Business Development (Owner)

EXPERIENCE (1.)

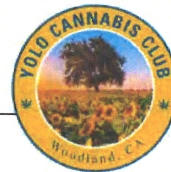
Miguel Rodriguez (Chief Executive Officer)

Miguel Rodriguez has extensive experience in owning, managing, and operating licensed cannabis businesses in California for over 20 years. He has served in various directorial roles and has been responsible for overseeing the successful integration of systems and procedures to improve customer interactions, sales and revenue, and compliance with the rules and regulations governing cannabis operations. Miguel has owned and operated multiple licensed cannabis dispensaries in California, including The Green Door San Francisco, San Diego, and Sacramento, as well as other dispensaries like Infinity Assets Merced, Hayward Station, Cookies Redding, Platinum Cannabis Distribution Inc, IMJ. Inc, and River Tree Enterprises. During that time, Miguel was responsible for overseeing the implementation and successful integration of systems and procedures to improve customer interactions, sales and revenue, and compliance with the rules and regulations governing cannabis operations.

As a minority in this industry, Miguel's goal in this space has been to positively impact those who have been disproportionately affected by cannabis convictions as well as to create opportunities for marginalized groups who are seemingly being forgotten in the ever-evolving cannabis industry. Miguel is dedicated to elevating the lives of these two groups within the local and surrounding regions by providing employee mentorship as well as continuing education opportunities. Having managed dispensaries longer than most notable figures within this space, Miguel is constantly refining his wealth of knowledge as this dynamic industry develops. Acting as a role model for those around him, Miguel hopes to positively contribute to the development of young professionals in the City of Woodland.

Alicia Cotta (Chief Financial Officer / Chief Compliance Officer)

Alicia Cotta has operated in the cannabis industry for over 20 years and is a pioneer of California's commercial cannabis market. During this time, she has successfully operated over 10 dispensaries and is currently involved with a startup of multiple cannabis retail entities. Alicia will serve as YOLO's Chief Compliance Officer and Chief Financial Officer, responsible for ensuring that physical and electronic inventory counts are always aligned and for conducting inventory audits as well as implementing Company policy and procedures. Having spent most



QUALIFICATION OF OWNERS

of her adult life working within this industry, Alicia takes pride in participating in the grassroots movements of regulated cannabis operations and continues to educate others on the positive impacts that result from ongoing legalization efforts in emerging markets. Her responsibilities at these retailers include but are not limited to: internal accounting and auditing; loss prevention and inventory control; staff hiring, termination, ongoing discipline, scheduling, payroll and training; human resources; information technology; point of sale (POS) design, implementation, and ongoing monitoring; accounts payable and accounts receivable; and financial reporting and budget creation and adherence. Alicia's skill set helped her lay the foundation in which these cannabis retailers operate. Alicia will oversee the inventory and daily procedure processes and will be responsible for training Miguel and the future Assistant Manager on inventory control procedures and practices, including product auditing, inventory quality assurance, and inventory reconciliation. Alicia is a performance-driven founder, CEO, CFO and Operational Manager with extensive experience supporting high-level executives and providing flawless implementation. She has unrivaled organizational, communication, analytical, and problem-solving skills and has the ability to work with people at all levels of the organization. Having proven leadership skills, Alicia is able to make incontrovertible decisions and accept ever-increasing levels of responsibility.

Justin Jarin (Chief Operating Officer)

Justin Jarin has a wealth of experience in the California commercial cannabis retail industry, having worked in the industry for over 15 years. He has served as the President and General Manager of multiple licensed cannabis dispensaries, including The Green Door in San Francisco, The Green Door in San Diego, Blum/Terra Tech in Oakland, and Cookies Redding. He has also owned and managed other licensed cannabis businesses such as Infinity Assets Merced, Hayward Station, Platinum Distribution Inc, CCPC Inc, IMJ. Inc, and River Tree Enterprises. Justin has extensive experience in managing a wide array of daily and high-level operations, including recall and inventory management, waste and destruction, construction and build-out, premise maintenance, transport and delivery, proper testing, packaging, and labeling, compliant use of the track and trace system, and record-keeping. He has a passion for the customer experience and has continuously refined his processes to best serve customers and to create a professional and inviting environment for the first-time purchasers to the seasoned buyer. Justin has also worked in conjunction with retail staff to create an unmatched professionalism and compassion within the California cannabis industry. His passion for the industry stems from his genuine nature and his desire to build a community around helping others. He prides himself on his ability to share this passion and journey with the same core team that he has worked with his entire cannabis career. In addition to his extensive experience in the cannabis industry, Justin has also been involved in various volunteer programs such as the San Francisco Gun buyback program and United Playaz, a violence prevention and youth development organization.

Chris Hester (Security & Facilities Director)

Chris Hester has significant experience owning, managing, and operating legally permitted and licensed retail cannabis businesses in California. He founded and holds equity positions several cannabis retail stores in California, including Green Door dba Cookies Redding, Infinity Assets dba Burners Merced, and Three Habitat Consulting dba One Plant in various cities in the state. Chris has extensive experience in strategic planning and brand expansion for cannabis retail storefronts in California, identifying and executing opportunities for land use and competitive licensure applications, and locating viable property locations while establishing rapport with local communities. He has experience in executing strategic planning for business development and product design and development of non-toxic pesticide engineered for cannabis while navigating EPA pesticide regulations. Chris is a U.S. Marine Corps veteran and promotes equitable cannabis industry access through diverse recruitment and hiring practices, drawing on his background as a veteran and his work with



QUALIFICATION OF OWNERS

Native American tribal organizations who seek licensure. His experience in maintaining quality control and his attention to detail as a manager in regulated environments make him a valuable asset in the cannabis industry. From his military service and comprehensive skill set in cannabis businesses, Chris's varied and in-depth experiences motivates him to constantly improve upon YOLO's successful, compliant model for operations. He knows firsthand the economic and job market impact of successful, safe cannabis enterprises, and he is eager to benefit the greater Woodland community through a meaningful, conscientious and thorough partnership with YOLO.

Phong Tran (General Manager)

Phong has extensive experience owning, managing, and operating legally permitted and licensed cannabis businesses. His background in the industry includes overseeing all aspects of the supply chain, from cultivation to retail sales, as well as developing and executing strategic plans for growth. Phong's experience in the cannabis industry includes serving as a General Manager of Shryne Group, a vertically integrated cannabis company that operates multiple licensed cannabis businesses in California. In this role, he was responsible for overseeing the day-to-day operations of the company, including cultivation, manufacturing, distribution, and retail sales. After his success managing their operations in Davis, Shryne Group sent Phong to open and manage 5 additional locations, training and developing their teams. Under his leadership, Shryne Group grew its retail operations from one location to multiple storefronts across California. Phong's also has experience as the former Chief Strategy Officer of Connected Cannabis Co., a California-based, multi-state brand known for its designer strains and high-quality flower. Connected Cannabis Co. is a licensed cultivator and retailer of cannabis products in California and Arizona. In this role, Phong was responsible for developing and executing the company's strategic plans, including expanding into new markets and securing financing for growth. Phong's experience in the cannabis industry positions him well to succeed in any similarly regulated activity that requires navigating complex legal and regulatory frameworks.

Joe Romero (Community Relations Director & Liaison)

Joe has a diverse background in management, community outreach, and government advocacy, and has worked in various fields relevant to operating a cannabis business. Joe Romero has over 10 years of experience in campaign politics and has managed targeted union campaign strategies. He has also worked as a Union Representative at SEIU Local 1000 in Sacramento, where he represented California government employees and organized employees in the workplace. He has experience in community-based outreach, local, state, and federal lobbying, staff conflict resolution, critical thinking and problem-solving, cash balance and finance control, and excellent interpersonal communication. Joe's work experience includes being the CEO of Capitol Lobbying, LLC, where he provided community and regional government advocacy, project management, coordination, and government relations liaison. He also conducted research and analysis of local and state legislation, regulations, and policies, built community partnerships, developed client strategies, and attended local and regional government meetings and events. Prior to that, he was an Assistant Restaurant Manager at Cache Creek Casino Resort – F&B, where he managed staff, bar and dining operations, order purchasing, and payroll and financial bookkeeping. Joe also worked as a Political Fundraising Associate at David Pruitt Consulting, LLC, where he worked on political accounting, event planning and political fundraising, project coordination and liaison, and led and trained employees. Joe has also served as an Account Executive at Imprint Communications Group, LLC, where he led community relations and ethnic marketing outreach projects for PG&E and managed political endorsements for Proposition 61 & Proposition 55 accounts. He was also the Lead Organizer for PG&E Woodland Step Up & Power Down, LLC, where he led community outreach efforts, connected PG&E pilot with community stakeholder groups, and consistently met company goals made by PG&E. Lastly, Joe has worked as the Yolo County Field Representative for California State Senator Lois Wolk,



QUALIFICATION OF OWNERS

representing Senator Wolk in Yolo County, managing case work from constituents, and attending meetings on Senator's behalf. In summary, Joe Romero has extensive experience in politics, campaign management, community outreach, and government advocacy. While he has not owned or managed a legally permitted or licensed retail cannabis business, he has worked on political proposition campaigns related to cannabis regulation in California.

Rick Lobley (Director of Business Development)

Rick has extensive experience in owning, managing, and operating legally permitted or licensed retail cannabis businesses, as well as consulting on political and governmental strategy related to the cannabis industry. He opened his first medical cannabis business, Green Solutions, in 2006, and subsequently opened another medical cannabis business, Green Cross, in 2011. After the federal government forced the closure of Green Cross, Rick shifted his focus to building political and governmental will to regulate the cannabis industry. In 2012, he founded ProCann Partners, a consulting firm that provided governmental affairs and strategic consulting for medical cannabis operators at the federal, state, and local levels. In 2015, Rick returned to the cannabis industry, focusing on cultivation and manufacturing. He currently has several cultivation and manufacturing sites in Sacramento that are going through the local and state permitting process. Throughout the permitting process, Rick has worked with local policymakers to create good policy for Sacramento's cannabis businesses that also benefits neighboring businesses and communities. Rick's experience in owning, managing, and operating legally permitted or licensed retail cannabis businesses in the United States, combined with his expertise in political and governmental strategy, make him well-equipped to navigate the complex regulatory landscape of the cannabis industry.

RELEVANT EDUCATION (2.)

Miguel Rodriguez (Chief Executive Officer)

No relevant formal education.

Alicia Cotta (Chief Financial Officer / Chief Compliance Officer)

Alicia received a Bachelor of Business Administration degree from Golden Gate University in San Francisco, providing her with a foundational understanding of business principles, including accounting, financial reporting, budget creation, management, and business law. These skills have proven essential in managing the business and financial aspects of a cannabis retail business, ensuring compliance with regulations.

Justin Jarin (Chief Operating Officer)

No relevant formal education.

Chris Hester (Security & Facilities Director)

Chris's Bachelor of Arts in Urban Planning degree from University of Colorado, Boulder provides him with the necessary skills and knowledge to effectively manage YOLO's facility in a safe, compliant, and cost-effective manner. The degree provides him with a strong foundation in understanding zoning and land use regulations, environmental impact assessments, and community development. This knowledge is crucial in ensuring that the facility is built and operated in compliance with all regulations and in a manner that minimizes any potential negative impacts on the surrounding community. Chris can effectively work with consultants, property contacts, and the engineering team to ensure that the facility is built to meet the company's needs while adhering to regulations. His understanding of budgeting and tracking expenses is also useful in managing YOLO's budget related to the facility.



QUALIFICATION OF OWNERS

Phong Tran (General Manager)

While working at Shryne Group Phong was selected by upper management to be Cal/OSHA certified, where he obtained the knowledge, skills, and abilities necessary to effectively manage the day-to-day operations of a retail cannabis business. Cal/OSHA certification provides managers with a comprehensive understanding of the safety and health regulations that apply to the cannabis industry. This knowledge can help managers to identify and mitigate potential hazards, and to ensure that their employees are working in a safe and healthy environment. Cal/OSHA certification provides Phong with the skills and knowledge necessary to develop and implement effective safety and health programs. These programs can help to prevent workplace injuries and illnesses, and to protect the health and safety of employees and customers. Phong is certified to build and maintain a positive safety culture – one in which employees feel comfortable speaking up about safety concerns, and in which management is committed to providing a safe and healthy workplace – within YOLO.

Joe Romero (Community Relations Director & Liaison)

Joe's formal education includes a Bachelor of Arts in Government - International Relations from California State University, Sacramento, and an Associate in Science in Social & Behavioral Sciences from Woodland Community College.

Rick Lobley (Director of Business Development)

No relevant formal education.

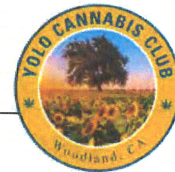
INDUSTRY EXPERTISE (3.)

The Ownership Team's cannabis industry knowledge, best practices, and adherence to State regulations, has been incorporated into their existing legal cannabis businesses and is evidenced by their success as founders and stewards of these businesses.

Miguel Rodriguez (Chief Executive Officer)

Miguel's experience owning and operating licensed cannabis businesses in California, his commitment to positively impacting marginalized groups, and his involvement in broader social and political issues demonstrates his thorough understanding of the cannabis industry, including industry best practices and state regulations. Miguel has extensive knowledge of the cannabis industry, having been involved in it for over 20 years, with success owning and operating licensed cannabis dispensaries in several cities across California, including San Francisco, San Diego, Sacramento, Merced, Hayward, and Redding. In his directorial roles, he has overseen the successful integration of systems and procedures to improve customer interactions, sales and revenue, and compliance with rules and regulations governing cannabis operations, demonstrating his experience in adhering to state regulations and implementing industry best practices. Furthermore, Miguel's commitment to making a positive impact on marginalized groups who have been disproportionately affected by cannabis convictions also shows that he is aware of the social and political implications of the industry. He plans to provide employee mentorship as well as continuing education opportunities to elevate the lives of those in Woodland. Additionally, his involvement with professional affiliations like the Brownie Mary Democratic Club of San Francisco and personal/volunteer work with organizations focused on violence prevention and youth development, as well as participation in the San Francisco Gun Buyback program, demonstrates his awareness of the broader social context in which the cannabis industry operates.

Alicia Cotta (Chief Financial Officer / Chief Compliance Officer)



QUALIFICATION OF OWNERS

Alicia's extensive experience and involvement in the cannabis industry has allowed her to effectively implement industry best practices and comply with state regulations in these businesses. Alicia has extensive knowledge and experience in the cannabis industry, having operated in the industry for over 20 years and has successfully operated over 10 dispensaries in California. Her responsibilities at these retailers have included internal accounting and auditing, loss prevention and inventory control, human resources, information technology, point of sale design and implementation, accounts payable and accounts receivable, and financial reporting and budget creation and adherence. Alicia has also been involved in grassroots movements of regulated cannabis operations and continues to educate others on the positive impacts that result from ongoing legalization efforts in emerging markets. Her involvement in industry organizations such as the MJ Freeway Advisory Board and the Cannabis Quality Testing Advisory Board further indicates her deep knowledge of the cannabis industry. As the CFO/CCO for YOLO, Alicia's knowledge and experience will be instrumental in ensuring compliance with state regulations and industry best practices in the proposed cannabis retail business.

Justin Jarin (Chief Operating Officer)

As a result of Justin's extensive experience in the industry he has a thorough understanding of industry best practices and state regulations related to owning, managing, and operating licensed cannabis businesses. He has been responsible for managing a wide array of daily and high-level operations and has worked closely with retail staff to create a professional and compassionate environment that emphasizes customer service and education. Justin has also been involved in various community programs and initiatives related to cannabis, including the Compassion Program at Laguna Honda Hospital and the San Francisco Gun Buyback program; he not only has a strong understanding of the business and regulatory aspects of the industry, but also recognizes the importance of giving back to the community and promoting responsible use of cannabis. Justin's extensive experience in owning, managing, and operating licensed cannabis businesses, combined with his involvement in various community initiatives and programs, demonstrates his comprehensive knowledge of the cannabis industry and understands how best practices and state regulations can be incorporated into legal cannabis businesses.

Chris Hester (Security & Facilities Director)

Chris has a significant amount of knowledge and experience in the cannabis industry, including both cultivation and retail operations. He has demonstrated expertise in strategic planning, real estate entitlement, brand development, and compliance with state and federal regulations. Chris has experience with the merit-based process of dispensary license acquisition and has successfully opened multiple cannabis businesses in California. Chris is well-versed in industry best practices and state regulations, incorporating these practices and regulations in existing/prior legal businesses outside the City of Woodland and will bring this expertise to YOLO's proposed cannabis business.

Phong Tran (General Manager)

Phong has extensive knowledge of the cannabis industry, having worked for multiple legally permitted and licensed businesses in California, which has been a leading state in cannabis legalization and regulation. As the CEO and co-founder of Shryne Group, Phong was responsible for overseeing the operations of multiple vertically integrated cannabis businesses, including cultivation, manufacturing, distribution, and retail. He developed a deep understanding of industry best practices in each of these areas, having ensured compliance with state regulations and to create successful businesses. Similarly, at Connected Cannabis Co., Phong had to incorporate industry best practices and state regulations in cultivation, manufacturing, and retail operations across multiple states. The fact that the company has raised significant funding and is planning to



QUALIFICATION OF OWNERS

expand into other states demonstrates Phong's success in incorporating best practices and complying with regulations.

Joe Romero (Community Relations Director & Liaison)

Joe's experience in government advocacy, and community-based outreach give him a strong understanding of the cannabis industry's best practices and State regulations. He has campaigned on over 50 federal, state, and local campaigns, bringing a wealth of knowledge in implementing targeted campaign strategies. As a Lead Organizer for PG&E's Step Up & Power Down initiative in Woodland, he led community outreach efforts, building community partnerships, and working with local elected officials. Joe's experience in public service includes serving as a two-term Commissioner for the Woodland Parks & Recreation Commission, where he served on the Budget Committee. He also served as a three-term State Delegate for the California Democratic Party and a three-term National Delegate to the Democratic National Committee. Overall, his experience in managing a wide range of community outreach programs, including those related to cannabis, give him a thorough understanding of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Woodland.

Rick Lobley (Director of Business Development)

Rick's experience in the cannabis industry demonstrates his deep understanding of industry best practices and state regulations. As an operator of several cannabis businesses, he complied with regulations, such as licensing, zoning, security, and testing requirements. As a consultant, Rick kept abreast of the latest regulatory developments and advise his clients on compliance and best practices. Furthermore, Rick worked with local policymakers to create good policies for cannabis businesses in Sacramento, utilizing his understanding of how local and state regulations impact cannabis businesses and how to navigate the regulatory landscape. Rick has a comprehensive knowledge of the cannabis industry and how best practices and state regulations have been incorporated into existing legal businesses.

OWNERSHIP INVOLVEMENT (4.)

Miguel Rodriguez (Chief Executive Officer)

As the **Chief Executive Officer (CEO)**, Miguel Rodriguez will be responsible for making all initial staffing decisions; selecting contractors to design and renovate the proposed dispensary facility; managing budget oversight; procuring fixtures and equipment for the dispensary; working with the City Manager and other local officials to forward the implementation of various aspects of the operation including security; developing the product menu and pricing; allocating resources; and making final executive decisions on all aspects of the operation. Miguel will oversee the execution of responsibilities of the other members of the Management Team and will focus on implementing the business's strategic goals and objectives, providing direction and leadership towards the achievement of YOLO's philosophy, mission, strategy and annual goals. In addition to the high-level responsibilities and expectations listed above, the CEO will also approve and develop open roles at YOLO, facilitating collaboration between departments. Miguel has a demonstrated history of successfully designing and operating regulated cannabis facilities in Northern California, using this collaborative relationship with the Management Team to share many of his responsibilities during the initial design and planning phases to increase the efficacy of every decision that will ultimately shape the successful future of the business.

Alicia Cotta (Chief Financial Officer / Chief Compliance Officer)



QUALIFICATION OF OWNERS

As **Chief Financial Officer (CFO)**, Alicia will oversee all financial aspects of YOLO including payroll, budget management, financial recordkeeping, financial forecasting and investor relations. She will develop and oversee initiatives to increase the overall value of YOLO, analyzing and presenting key findings and financial reports to the CEO and other key internal and external stakeholders on an ongoing basis. The CFO will assist the CEO and other executive leaders in analyzing all aspects of operations, offering recommendations for improvement, including pricing, staffing or operational adjustments. The CFO will be responsible for ensuring YOLO follows all financial requirements set forth by the state and other regulatory bodies, ensuring reports and records are made available upon request.

As **Chief Compliance Officer (CCO)**, Alicia reports directly to the CEO and functions as an independent and objective authority for the review, evaluation, implementation, and enforcement of all compliance protocols and issues. This position ensures YOLO follows rules and regulations of all relevant regulatory agencies and authorities, Company internal policies and procedures, and ensures behavior in the organization meets YOLO's standards of conduct. The CCO is responsible for maintaining compliance standards across all facets of the business, ensuring the facility's operations are in compliance with local and BCC regulations. Alicia will serve as the primary point of contact between several outside resources, including compliance consultants, legal counsel, regulatory agencies, testing laboratories, insurance providers, and other internal and external stakeholders. As CCO Alicia will develop, implement, and maintain essential compliance programs and protocols as they pertain to the dispensary, including but not limited to, overseeing YOLO's recall procedures and recordkeeping practices; collaborating with department directors to ensure all teams and managers are aware of regulatory updates and changes; performing random and scheduled audits of all areas of the business to ensure compliance; and updating standard operating procedures (SOPs) and trainings in accordance with evolving regulations.

Justin Jarin (Chief Operating Officer)

As **Chief Operating Officer (COO)**, Justin will be responsible for developing, implementing, and managing YOLO's strategic sales plan and overseeing the Management Team. He will be involved in the strategic and management decisions and direction of the business in consultation with Miguel (CEO), Alicia (CFO), and Rick (Director of Business Development). The COO will enforce rigorous Company policies and procedures with the goal of maximizing the safety and security of all employees, customers, and community members. This level of integrity among all employees is intended to ensure sustained growth and expansion of YOLO's trust and reputation in the cannabis industry. The COO will actively engage with industry partners, entering new relationships and maintaining existing relationships with licensed cultivation, processing, and distribution facilities, and will negotiate contracts, set pricing, and oversee orders and fulfillment. The COO will maintain current and accurate sales reports and records in alignment with the Bureau of Cannabis Control regulations, implement and manage sales software, and present performance and achievements to key internal and external stakeholders. The COO will be responsible for overseeing the General Manager, thereby bridging the gap between the overall strategies devised by the CEO and the manner in which plans are executed in day-to-day operations. The COO will be responsible for establishing and driving performance measures for operations and reporting to the CEO on such metrics. The COO will also work closely with the CEO to oversee facility construction and will serve as the primary point of contact for all parties involved in this phase of operations.

Chris Hester (Security & Facilities Director)

As the **Security Manager**, Chris will report directly to the COO, and will be responsible for overseeing physical site security, and the security and functionality of all equipment, information, product, and personnel. The Security Manager will scope, assess, develop, direct, and monitor the implementation of security systems,



QUALIFICATION OF OWNERS

coordinate maintenance and inspections of security equipment, maintain up-to-date and accurate records pertaining to all security measures. As Security Manager, Chris will be responsible for training and supervising YOLO's third-party security personnel and maintaining a safe and secure environment for staff and customers by monitoring the premises and personnel, assessing threats, and responding to any and all issues appropriately. Chris will oversee all activities related to the availability, integrity, privacy, and security of customer, employee, and business information.

As **Facilities Director** Chris is responsible for the overall management of the retail cannabis company's facility, ensuring that the facility is built and operated in a safe, compliant, and cost-effective manner. This includes overseeing the property buildout, ensuring compliance with all regulations, and managing the day-to-day operations of the facility. Chris will work closely with the consultants and property contacts, including the property owner, architect, construction team to ensure that the property is built to meet the company's needs and the engineering team to ensure that the facility is compliant with all applicable regulations, amongst others. Once the facility is built out, Chris will be responsible for managing the day-to-day operations. This includes conducting regular inspections and overseeing maintenance of the facility, ensuring that the facility is clean and safe, and managing the physical security of the facility. Chris will also be responsible for managing YOLO's budget related to the facility, developing the budget, tracking expenses, and ensuring that the budget is met. Finally, Chris will ensure the facility is in compliance with all applicable regulations, including local, state, and federal regulations.

Phong Tran (General Manager)

As **General Manager**, Phong will be responsible for strategic and tactical operations applied in day-to-day dispensary operations, including supervising start-up phases; assisting in designing and implementing staff hiring procedures; developing and implementing training, safety policies, and inventory control measures; and, overseeing YOLO's retail employees in day-to-day operations. The General Manager will act as the Quality Control liaison and report directly to the COO and CEO. Additionally, the General Manager will: schedule and adjust staffing levels to meet store needs; coordinate product deliveries based off dispensary performance; receive orders into inventory accurately; create impressionable, lasting vendor relationships; support the security team with equipment and systems operations; ensure full regulatory and Company SOP compliance throughout the dispensary at all times; and problem-solve unforeseen issues quickly and efficiently.

Phong will also serve as the **Inventory Control Manager**, responsible for ensuring that physical and electronic inventory counts are always aligned and for conducting inventory audits. Phong will oversee the inventory process and will be responsible for training the future Assistant Manager on inventory control procedures and practices, including product auditing, inventory quality assurance, and inventory reconciliation. Phong has operated in this area of expertise for other retail operation and in her responsibilities have included: internal accounting and auditing; loss prevention and inventory control; ensuring proper testing, packaging, and labeling; compliant use of the track and trace system; and record keeping; information technology; point of sale (POS) design, implementation, and ongoing monitoring; accounts payable and accounts receivable; and financial reporting and budget creation and adherence.

Joe Romero (Community Relations Director & Liaison)

As **Community Relations Director and Liaison**, Joe will report directly to the COO and while representing YOLO will be able to offer his expertise and understanding of the local context when engaging with the local community, handling all complaints or comments from the community, hosting community meetings,



QUALIFICATION OF OWNERS

maintaining regular communication with neighboring businesses and neighborhood associations, and interacting with customers who want to provide feedback to the business.

Leading the **Community Advisory Board**, Joe, who will build a team specifically identified for their knowledge and familiarity with the mission, core values, and community context of Woodland, will lead this Advisory Board to direct civic, charitable and community engagement efforts. Joe and the Advisory Board will develop a list of community benefit areas that will be targeted for monetary funding, as well as for paid volunteer hours for employees. Joe understands that to truly integrate the business into Woodland and bring value to the community, we need to establish meaningful connections and ongoing relationships within the community in order to understand the complex and changing socioeconomic issues. He will ensure that our plans are created and executed under the guidance of knowledgeable individuals respected by City officials, businesses and neighbors.

Rick Lobley (Director of Business Development)

As **Director of Business Development**, Rick will work directly with the CEO and will serve to increase company revenue by identifying profitable business opportunities and developing long-term business growth strategies. The responsibilities of the Director of Business Development include recommending ways to improve operations planning, attending meetings with clients and advisors, and notifying partners of key business developments. Rick will make decisions regarding capitalization questions after a full briefing from the above Woodland Management Team.

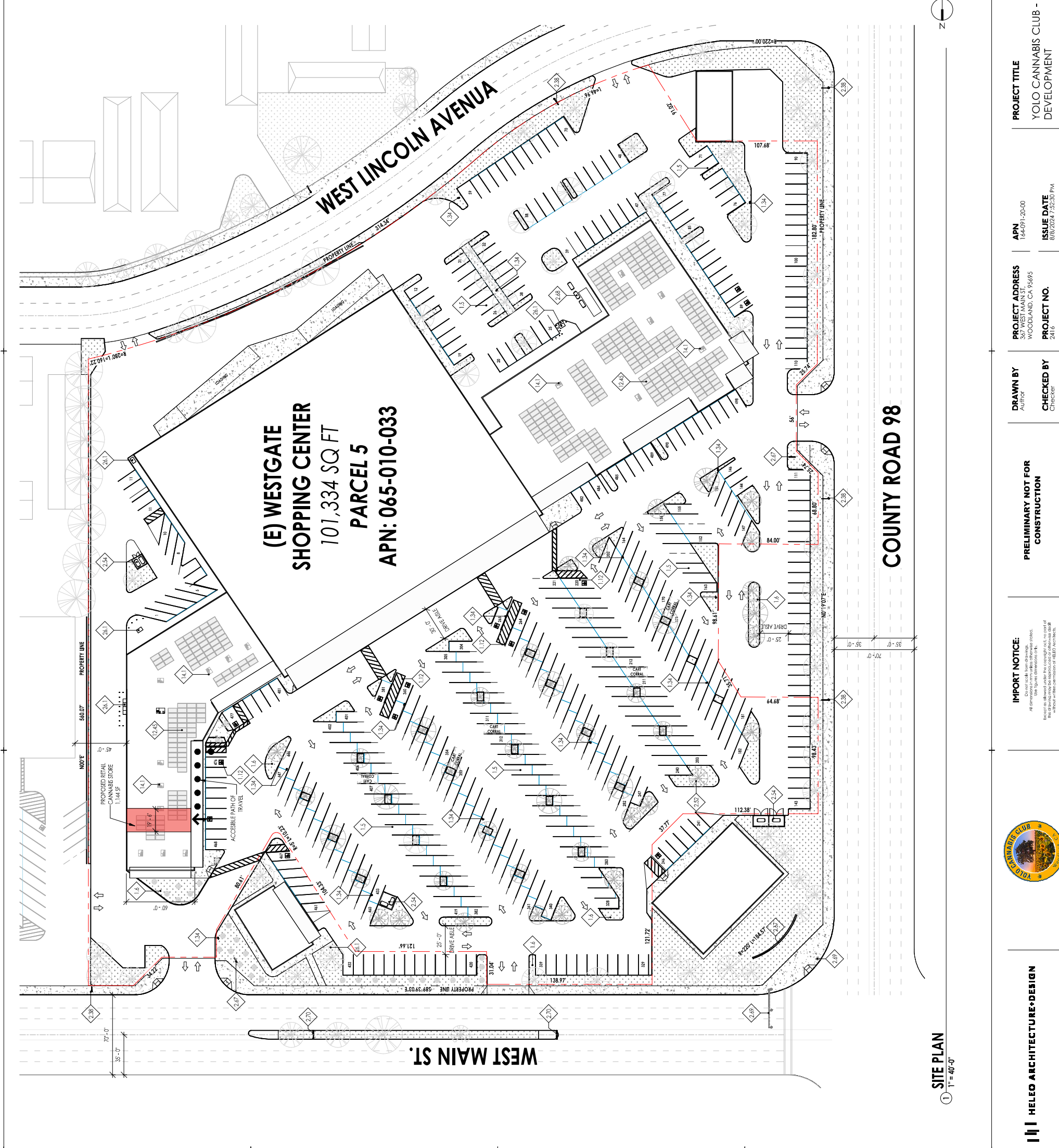
KEYNOTES		
1.5	(E) PARKING TYP.	12.45
1.6	(E) PLANTING	14.1
1.12	(E) VAN ACCESSIBLE PARKING	14.1
1.34	(E) PARKING LIGHT	26.1
2.38	(E) STREET LIGHT	
2.52	(E) TREE TO REMAIN	
2.54	(E) TRASH ENCLOSURE	
2.67	(E) MONUMENT SIGN	
2.68	(E) TRASH AREA	
2.69	(E) TRAFFIC LIGHT	
2.70	(E) DOUBLE STREET LIGHT	

SITE LIGHT SCHEDULE		
TYPE	COUNT	COMMENT
11	14	PARKING LIGHT

PARKING CALCULATIONS		
PER SEC. 17.11.6.029 PARKING REQUIREMENTS.		
AREA OF WORK:		
USE	UNIT COUNT SF	PARKING FACTOR SPACES REQ.
A. RETAIL	1,144 SF	1 PER 300 4
PARKING STALLS REQUIRED:		
ADJACENT TENANT SPACE (NOT IN SCOPE AREA NOT SURVEYED:		
USE	UNIT COUNT SF	PARKING FACTOR SPACES REQ.
A. RETAIL	± 100,190 SF	1 PER 300 334
PARKING STALLS REQUIRED:		
TOTAL PARKING STALLS REQUIRED ON SITE		
TOTAL PARKING STALLS PROPOSED ON SITE:		
338 STALLS (13 VAN ADA, 325 STANDARD)		

SITE PLAN LEGEND		
ACCESSIBLE ROUTE PER CBC 11B-29: OR FACILITY THAT CAN BE NEGOTIATED BY A PERSON WITH A DISABILITY USING A WHEELCHAIR, AND THAT IS ALSO SAFE FOR AND USABLE BY PERSONS WITH OTHER DISABILITIES. EXTERIOR ACCESSIBLE ROUTES MAY INCLUDE PARKING ACCESS AISLES, CURB RAMPS, CROSSWALKS AT VEHICULAR WAYS, WALKS, RAMPS AND LIFTS.		
ACCESSIBLE PARKING SPACE PER CBC 11B-502		
ACCESSIBLE CURB RAMP W/ 12" WIDE GROOVED BORDER AND DIRECTIONAL WARNING SURFACE PER CBC 11B-405		
ACCESSIBLE BUILDING ENTRANCE PROVIDE INTERNATIONAL SYMBOL OF ACCESSIBILITY ENTRANCE SIGN (6'x6" DECAL ACCOUNTED BETWEEN 3'-9" TO 3'-6" A.F.F., CENTERED ON SINGLE DOORS, CENTERED ON RIGHT PANEL OF DOUBLE DOORS) PER CBC 11B-404		

SITE PLAN NOTES		
1.	THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR THE PROJECT PRIOR TO COMMENCING WORK AND REPORT ANY DISCREPANCIES AND/OR CONFLICTS TO THE ARCHITECT PRIOR TO THE BEGINNING OF CONSTRUCTION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE BEGINNING OF CONSTRUCTION.	
2.	THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE BEGINNING OF CONSTRUCTION.	
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HELED ARCHITECTURE+DESIGN

PROJECT TITLE

YOLO CANNABIS CLUB - DEVELOPMENT

PROJECT ADDRESS

367 WEST MAIN ST.
WOODLAND, CA 95695

PROJECT NO.

2416

APN

164-097-20-00

ISSUE DATE

8/8/2024 7:52:50 PM

IMPORT NOTICE:

All dimensions in mm unless otherwise noted.
Use metric dimensions only.
Based on as-shown conditions and existing site conditions. No field verification was conducted. The user assumes all responsibility for the accuracy of the information provided without written permission of HELED ARCHITECTURE.

PRELIMINARY NOT FOR CONSTRUCTION

DRAWN BY

Author

CHECKED BY

Checker

SCALE

As indicated

DRAWING TITLE

SITE PLAN

A-01

NEIGHBORHOOD COMPATIBILITY AND COMMUNITY RELATIONS PLAN SUMMARY

Introduction: Yolo Cannabis Club is dedicated to maintaining strong, positive relationships with the Woodland community and ensuring our operations are compatible with the neighborhood. This Community Relations and Neighborhood Compatibility Plan outlines our strategies for managing potential impacts, engaging with the community, and promoting a harmonious coexistence with our neighbors.

Policies to Prevent Negative Impacts

YOLO will address the unique challenges of operating a successful cannabis business with neighborhood compatibility in mind. A primary goal of our operations is to minimize or eliminate any nuisance caused to those living or operating businesses near our facility. YOLO's management style focuses on community engagement, listening to, and fostering collaboration with community stakeholders.

1. **Noise Control:** All activities within the dispensary will be conducted in a manner that minimizes noise. We will use soundproofing materials in construction and ensure that any noise-generating equipment operates within acceptable noise levels. (Neighborhood Compatibility Plan, Page 111)
2. **Odor Control:** We will install advanced HVAC systems with activated carbon filters and HEPA filters to ensure no cannabis odors escape the facility. Regular maintenance and monitoring will be conducted to maintain system efficacy. (Odor Control Plan, Neighborhood Compatibility Plan, Page 114)
3. **Light Management:** Exterior lighting will be designed to provide adequate security without causing light pollution. Motion sensors and directional lighting will be used to minimize the impact on neighboring properties. (Lighting Plan, Neighborhood Compatibility Plan, Page 114)
4. **Traffic and Parking:** We will design our parking and traffic flow to minimize disruption. Adequate parking will be provided on-site, and we will coordinate with local authorities to ensure that traffic impacts are managed effectively. (Development Plans, Neighborhood Compatibility Plan, Pages 111-119)
5. **Litter Control:** Regular clean-up efforts will be conducted around the dispensary premises. Waste management practices will include proper disposal and recycling of waste materials to ensure cleanliness and environmental responsibility. (Neighborhood Compatibility Plan, Page 111)
6. **Trash:** Employees will be required to sign a Trash Cleanup Log, verifying the premises are inspected for trash no less than every two hours during operational hours. Employees wearing gloves will walk the property and its perimeter to dispose of any trash or recyclables to ensure the premises are litter-free and clean. (Neighborhood Compatibility Plan, Page 96)
7. **Loitering and Public Consumption:** Security personnel will patrol the outside parking areas and the perimeter of the building, enforcing the rules against both loitering and onsite consumption. Signs will be posted visible near the entrance notifying all

individuals that smoking, ingesting, or consuming cannabis in any form on or near the premises is strictly prohibited. Any nuisance will be promptly reported to local authorities. (Neighborhood Compatibility Plan, Page 96-97)

8. **Security Program and Procedures:** YOLO will employ professional, friendly, and helpful Security Guards who will monitor the exterior and interior premises. YOLO will also invest in state-of-the-art cameras and monitoring systems to aid in securing the area. The premises will be well lit after sunset, and vegetation and foliage will be regularly maintained to ensure security camera visibility is not blocked. (Neighborhood Compatibility Plan, Page 97)
9. **Late Night Activity:** YOLO will adhere to all state and local regulations, which require cannabis retailers to close at 9:00 PM, thereby eliminating any late-night activity or noise. YOLO will not allow customers into the store past 8:45 PM, allowing customers to make final purchases and doors to be closed by 9:00 PM. (Neighborhood Compatibility Plan, Page 97)
10. **Signage:** YOLO will not display anything on business signage that contains any logos or information that identifies, advertises, or lists the services or products offered inside. Signage will never be directly illuminated, internally or externally, and will be affixed to the building. YOLO will never advertise the business through mobile means or place signs that obstruct any entrance or exit to the building. (Neighborhood Compatibility Plan, Page 97)
11. **Odor Emanation:** Given this is a cannabis retail business model, there will be no cultivation, manufacturing, or production of cannabis onsite. Cannabis retailers do not typically experience odor-related challenges. YOLO will install a reputable, strategically placed and well-maintained HVAC system with appropriate filtration features to ensure odors are not emitted outside of the dispensary. (Neighborhood Compatibility Plan, Page 97; Business Plan Page 43)
12. **Parking and Vehicle Visibility:** The proposed location is in the Westgate Shopping Center with 517 parking stalls, ensuring YOLO will not create a significant impact. (Neighborhood Compatibility Plan, Pages 97)
13. **Facility Maintenance Plan:** YOLO will implement SOPs for regular cleaning and documentation to ensure clean sanitary conditions within and surrounding the facility. This includes contracting with local landscapers to maintain the external areas and landscape as needed. (Neighborhood Compatibility Plan, Page 97)
14. **Promoting Safety and Security:** Guided by the Security Manager and third-party security professionals, YOLO has developed an integrated Security Plan incorporating security measures and enhancements to protect customers, the YOLO team, and the greater community of Woodland. (Neighborhood Compatibility Plan, Page 97)
15. **Security Equipment:** Security equipment will survey the exterior and retail areas of the facility. Surveillance cameras and other security measures will be installed in an inconspicuous and tamper-proof manner while still providing coverage of the entire facility. (Neighborhood Compatibility Plan, Page 97-98)
16. **Presence of Security Guards:** Professionally outfitted security personnel will greet customers in the lobby and will be trained to provide customer service typical of a high-end retail establishment in addition to their security duties. Guards will coordinate with the receptionist to open the dispensary door for each customer entering the entry

vestibule and will constantly monitor for security threats. (Neighborhood Compatibility Plan, Page 98)

17. **Duress Alarms:** Emergency switches for duress alarms will be installed beneath the reception desk and cash registers, as well as inside the secured storage, completely out of customer sight, but accessible to employees who will be thoroughly trained to operate the duress alarm in the event of a security threat. (Neighborhood Compatibility Plan, Page 98)
18. **Nondescript Delivery Vehicles:** YOLO will offer delivery services to customers throughout the region. Delivery vehicles will be equipped with extensive security equipment and features to protect delivery agents. The vehicles will be nondescript, free of YOLO's logo or any other recognizable images or text indicating the vehicle is carrying cannabis and cannabis products. (Neighborhood Compatibility Plan, Page 98)

Operational Standards: Our experience in establishing and operating cannabis businesses throughout Northern California enables us to create policies and operational standards ensuring full compliance with City of Woodland regulations. We will operate a dispensary that will not disrupt or negatively impact the existing community in any way. Strict rules and regulations for both staff and customers, as well as general organizational policies that promote excellent community relations, will ensure that we seamlessly fit into the existing culture, aesthetics, and expectations of our surrounding community. (Evaluation Criteria Final, Page 98)

Good Neighbor Policy: YOLO has a responsibility to be the best neighbors we can be. We fully commit to always being nice, friendly, respectful, and caring of our neighbors. It is important for us to have a great relationship with those in our community, including our neighbors, the city, and law enforcement. We expect our patrons and staff to be courteous and respectful in their interactions with those in our neighborhood. We will communicate the following to our patrons and staff through branded material:

- Be mindful of where you park.
- Always turn down your music and use low voices when entering or leaving the retail area.
- Never park illegally on the streets surrounding the business or in spaces not intended for the business's use.
- If you are having trouble finding appropriate parking, please ask our friendly staff for help.
- We always want you to feel safe at YOLO; if you need an escort to your vehicle, just let our staff know.
- Report any suspicious or illegal activity.

Being a good neighbor will help us to have a good relationship with our community and be able to serve your needs for years to come. (Evaluation Criteria Final, Page 98)

Woodland Chamber of Commerce: As a member of the Chamber that serves each municipality we operate in, YOLO will establish working relationships with Chamber representatives and fellow members. By hosting Chamber "after-hours" events and other Chamber-affiliated programming, YOLO can become actively contributing participants to foster

positive growth in the Woodland business community. We will also have regular open forums where neighbors will be able to express any concerns and ask any questions they may have about our business. (Evaluation Criteria Final, Page 99)

Security Standards: Safety for patrons and the community is a top priority at our cannabis businesses. Well-run cannabis businesses adopt a security culture to ensure safety. Our security standards are a set of practices and strategies that work together to maintain community standards. (Evaluation Criteria Final, Page 99)

To foster the security standards at YOLO, we have appointed owner Chris Hester as the Security Manager. He will report directly to the rest of the Executive team and be responsible for overseeing physical site security, the security and functionality of all equipment, information, and products, and the safety of all personnel. The Security Manager will:

- Scope, assess, develop, direct, and monitor the implementation of security systems.
- Coordinate maintenance and inspections of security equipment.
- Maintain up-to-date and accurate records pertaining to all security measures.
- Train and supervise YOLO's third-party security personnel.
- Maintain a safe and secure environment for staff and customers by monitoring the premises and personnel, assessing threats, and responding to any issues appropriately.
- Oversee all activities related to the availability, integrity, privacy, and security of customer, employee, and business information.

Security Culture:

- Employing professional, trained security personnel.
- Staying alert to detect problems before they occur.
- Mitigating the traffic should it occur.
- Educating patrons to ensure they know the rules.
- Implementing policies to prevent diversion.
- Restricting access to the facility to authorized persons.
- Using appropriate security technology and equipment to monitor and secure the facility.
- Maintaining communication with local law enforcement.
- Training staff to prevent and respond to emergencies.
- Yearly safety and security staff training from local police and fire departments.
- Educating staff and members as to their rights and responsibilities under the law.

Individually, these elements help make a business safer. Taken together, they provide a comprehensive safety strategy that makes a well-run business one of the best and most secure neighbors in any given community. Our plan for comprehensive security and careful customer screening serves to protect neighborhoods from crime in general. (Evaluation Criteria Final, Page 99-100)

Anticipated Impact on Local Services: We do not anticipate that our business will require services or resources from local law enforcement, fire, or medical emergency services that exceed the needs of any other licensed business in the Woodland community. Our facility will

surpass expectations for security. We anticipate that our security presence and the cleaning up of the area around our facility will reduce the need for local police and public safety services by deterring bad behaviors before they happen. We look forward to improving the area through providing security and resources for the improvement of the surrounding business community. (Evaluation Criteria Final, Page 100)

Conclusion: Yolo Cannabis Club is committed to ensuring that our operations do not negatively impact the Woodland community. By implementing comprehensive nuisance prevention measures, we aim to create a safe, secure, and harmonious environment for our neighbors. Our dedication to community engagement, compliance, and responsible business practices will ensure that Yolo Cannabis Club is a valued and respected member of the Woodland community.

Community Outreach & Engagement

Community Outreach and Engagement: Yolo Cannabis Club is committed to ongoing engagement with the Woodland community. Our outreach strategy includes:

- **Community Liaison:** YOLO appointed the Community Liaison, Woodland resident Joe Romero, to serve as YOLO's primary point of contact for all matters related to community engagement, including preventative and proactive complaint response. The dispensary's community relations phone number and email address – each of which forwards directly to Joe Romero's phone and email – will be visible on YOLO's website, in all neighborhood-related communications, on the exterior of the dispensary's front door, and in all other places required by the City Manager and/or by the law. Joe Romero will check email and voicemail at least twice a day to ensure receipt of any comments or complaints from the community and will promptly respond to those comments within 24-48 business hours (Neighborhood Compatibility Plan, Page 94) YOLO also appointed an Alternate Community Relations Contact, General Manager Phong Tran, to ensure seamless communication and rapid response in the event Joe Romero is unavailable. (Neighborhood Compatibility Plan, Page 94)
- **Regular Meetings:** We will host regular community meetings to update residents and businesses on our operations, listen to feedback, and discuss any concerns. These meetings will provide a platform for transparent communication and collaboration. (Neighborhood Compatibility Plan, Page 95-96)
- **Communication Channels:** Multiple communication channels, including a dedicated hotline, email address, and social media accounts, will be established to facilitate easy and open communication with the community. (Neighborhood Compatibility Plan, Page 95)
- **Public Reports:** We will provide regular reports on our community benefit activities, compliance with regulations, and any changes in operations. These reports will be available on our website and at our community meetings. (Neighborhood Compatibility Plan, Page 95)

Managing Community Complaints: We have developed a structured process for managing and responding to community complaints: (Neighborhood Compatibility Plan, Page 94-95; Business Plan Page 43)

- **Complaint Intake:** All complaints will be documented, whether received through our hotline, email, social media, or in person. The community liaison will ensure all complaints are logged and tracked.
- **Investigation and Response:** Each complaint will be investigated promptly. The community liaison will coordinate with relevant departments to address the issue and implement corrective actions if necessary.
- **Follow-Up:** After addressing a complaint, we will follow up with the complainant to ensure their concerns have been resolved satisfactorily. This follow-up will be documented to maintain accountability.

Community Benefits and Contributions: Yolo Cannabis Club is dedicated to making meaningful contributions to the Woodland community. Our initiatives include:

- **Volunteer Services and Donations:** Actively participating in community service projects and providing financial support to local non-profits and community organizations. (Community Benefit Plan, Pages 111-112)
- **Educational Programs:** Hosting workshops and seminars on cannabis safety, usage, and benefits to educate the community. (Community Benefit Plan, Pages 109-110)
- **Economic Support:** Prioritizing local hiring and sourcing products and services from local businesses to boost the local economy. (Community Benefit Plan, Pages 105-106)

Emergency Preparedness: We will work closely with local law enforcement and emergency services to ensure our operations are prepared for emergencies. This includes:

- **Security Measures:** Implementing comprehensive security protocols to prevent and respond to incidents. (Security Plan)
- **Emergency Drills:** Conducting regular emergency drills with our staff to ensure they are prepared to respond to various emergency scenarios. (Security Plan, Page 3)
- **Collaboration with Authorities:** Maintaining open lines of communication with local authorities to coordinate emergency response efforts and share information about our security measures. (Security Plan, Page 12)

Environmental Responsibility: Our commitment to environmental sustainability includes:

- **Energy Efficiency:** Implementing energy-efficient practices and technologies to minimize our environmental footprint. (Energy Efficiency Plan)
- **Waste Management:** Adopting comprehensive recycling and waste reduction programs to minimize our impact on the local environment. (Business Plan, Page 31-35)

Conclusion: The Community Relations and Neighborhood Compatibility Plan for Yolo Cannabis Club demonstrates our commitment to being a responsible and considerate neighbor. By implementing measures to prevent nuisances, engaging proactively with the community, managing complaints effectively, and contributing to local initiatives, we aim to ensure a positive and harmonious relationship with the Woodland community. Our dedication to transparency, sustainability, and community involvement underscores our mission to operate as a trusted and valued member of the neighborhood.

ODOR CONTROL PLAN

AIR QUALITY / ODOR CONTROL

YOLO understands the importance of controlling odors that could emanate from the dispensary, potentially impacting neighboring businesses or the surrounding residents and community. To prevent this, YOLO has developed SOPs in compliance with WMC § 5.28.180(5) and will implement a comprehensive Air Filtration and Odor Mitigation Plan, which includes the use of technology to control and neutralize odor and mitigation best practices, summarized herein. The dispensary will feature an activated carbon air filtration system for effective mitigation of discernable odors emitted during the normal course of operations. YOLO will also ensure the system creates negative air pressure between the commercial cannabis businesses interior and exterior so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business. As such, this system will be designed to control and prevent the emission of odors beyond the interior of the dispensary.

IDENTIFICATION OF POTENTIAL ODOR SOURCES

Cannabis Products: Any cannabis product stored in the dispensary can contribute to a perceived nuisance odor when it is exposed to air. Cannabis products may have their containers opened any time a customer requests to see a sample when in the Sales Area, if products are being reconciled and audited and need to be weighed, or if the Inventory Manager is verifying product integrity by way of visual inspection. All of these instances will only be performed within the confines of the dispensary premises, and YOLO is confident the Odor Control Plan described within this section will be adequate to stymie odor.

Cannabis Waste: YOLO recognizes cannabis waste destruction and disposal events may generate nuisance cannabis odor. When cannabis goods are removed from their packaging or containers just before being rendered unusable, there is an opportunity for odor to emit into the dispensary. Once removed from its package, the cannabis is ground down into smaller pieces, agitating the product, which may further create odors that are considered a nuisance. Finally, odors can occur when the mixed waste is added to a secure receptacle prior to being hauled away. In an effort to mitigate odor from all three (3) stages of the destruction process, and as described below in greater detail, cannabis goods will only be removed from packaging and ground in a separate Waste Destruction Area. During this process, the doors will be closed to prevent odor from escaping and to enable the odor control devices operating in the facility to remove any odors from the air. Once a final waste mixture is ready for disposal, it will be sealed in an odor-limiting trash bag and locked in a secure receptacle, which has been proven to effectively stop odor from emanating from the receptacle.

ODOR CONTROL DEVICES AND TECHNIQUES

YOLO will design the retail space with dedicated entry and exit points to the facility. This will not only help prevent diversion between visitors to the dispensary; but will additionally allow us to control the airstreams flowing out of the dispensary. The atmosphere in the vestibule spaces will

be scrubbed at a rate of once every three to five minutes to ensure that no marijuana odors escape the facility and are detectable outside the proposed facility. The facility will be equipped with state-of-the-art scrubbing and carbon filtering air circulation and ventilation system to minimize odor. Any odors emitted by the cannabis inside the facility will be eliminated prior to being exhausted from the building by this system. Odor shall not be detectable from the building exterior, or from the common areas such as walkways, hallways, foyers, and lobby areas.

Odor Control Devices

After careful analysis of Odor Control Plans and equipment implemented successfully in similar facilities across California, YOLO identified the M130 Vapor Phase Unit (M130 Unit) from OMI Industries, which, when used in combination with the Fresh Wave® IAQ odor eliminating solution, provides an effective means to eliminate odors within the facility and prevent its escape to the surrounding area. These odor control devices, when implemented and used with proper techniques, will ensure that odors from cannabis are not detectable beyond the licensed premises and are minimal within the premises.

The M130 Unit is a cost-effective, safe application to eliminate odors, which is achieved at the molecular level. The M130 Unit disburses sub-micron molecules of the odor eliminating solution into the surrounding air which allows the droplets to make contact with larger surface areas, effectively decreasing odors in the air, on furniture, and on other facility surfaces. The selected unit is commonly used in commercial applications to remove the toughest odors from smoke and soot to chemicals and fuel-related odors. The odor eliminating solution is environmentally friendly and contains no harmful volatile organic compounds (VOCs), alcohol or fragrances, earning it the Environmental Protection Agency's Safer Choice recognition. Since this unit has such a proven, successful track record and because the technology prioritizes the safety of customers and employees, YOLO is confident in the M130's ability to eliminate odors emanating from the facility.



YOLO will install an exhaust air filtration system utilizing High-Efficiency Particulate Air (HEPA) filters proven to filter at least 99.97% of all airborne particles as small as .3 microns, in combination with replaceable activated carbon filters for effective odor control. Should any lingering odors remain in the facility that are not scrubbed by the M130 Unit, this filtration system will serve as a final layer of protection and remove those odors and any airborne pollutants. This equipment will also create a negative air pressure system by coordinating the intake and exhaust systems accordingly.

Odor Mitigation & Filtration

While a dispensary may not emit as much odor as other cannabis businesses such as a cultivation or processing facility, mechanical intervention is necessary to mitigate odors and purify the air in order to prevent harmful pathogens. In accordance with the municipal regulation governing odor mitigation and air filtration, YOLO dispensary will be equipped with an activated carbon filtration system that will purify air and control odor emitted from general business operations. Odors will not be detected outside the building, from public rights-of-way, or on adjacent properties.

The main component of the air filtration and odor mitigation system is the configuration of a highly efficient activated carbon filtration system that works in conjunction with a highly efficient HVAC network. Activated carbon filtration is used to remove impurities from the air, which includes airborne molecules that produce odor. HVAC duct work will be strategically placed to direct air

flow to the activated carbon filters in order to purify the air and mitigate odor within the center. Adequate air movement and proper filtration will also mitigate the risk of pathogen development and fungal growth, such as mold and mildew.

YOLO is also ready to employ, if necessary, SAGE Industrial Corporation's air purification system (Oxyion) for the continuous reduction of odor. Oxyion is approved and registered with the National Organic Program for use in organic agriculture. The air purification system provides odor control without chemical additives. The air purification system results in a significant reduction in the odor associated with cannabis. YOLO may also utilize Benzaco Scientific's technology, if necessary, which includes deploying Odor- Armor 420 into the air to intercept and treat any odors on the exterior of the building. Odor- Armor 420 is an odor neutralizer that chemically eliminates odors. Instead of acting as a masking agent that simply overpowers the odor by adding a different odor, it eliminates odor.

Operating Techniques

Employees at the dispensary will be trained to recognize and address any actions that may increase the emission of odor within the facility including ensuring that points of ingress or egress remain securely closed when not in use. Doors shall not be propped open, and secured doors are not only vital for maintaining a secure, limited- and restricted-access facility, but also as a means of controlling the spread and permeation of odor. Upholding the maintenance of all air filtration and odor mitigation units, especially conducting filter changes, will greatly improve the efficacy of the system. Dispensary employees will be thoroughly instructed on the operational standards and maintenance needs of the air filtration and odor mitigation components. Per a predetermined maintenance schedule, and as needed after events that would warrant this action, all components of the air filtration and odor mitigation units will be cleaned and sanitized. At this time, filters used throughout the system will be observed for efficiency and cleanliness. The carbon filters will be changed in accordance with the manufacturer's instructions, and a log will be kept detailing the maintenance completed on each component.

Odor Monitoring: The manager on duty shall assess the on-site and off-site odors daily for the potential release of objectionable odors. The manager on duty shall be responsible for assessing and documenting odor impacts on a daily basis.

Odor Mitigation: Should we receive notice that odor can be detected outside the facility we will take the following actions immediately: Investigate the source of the odor; Utilize on site management practices to resolve the odor issue; Take steps to reduce the source of objectionable odors; and, Document the event for further operational review. If employees are not able to take steps to reduce the odor-generating source, they will immediately notify the Retail Manager, who will then notify the Security and Facilities Directors. All communication shall be documented, and the team shall create a proper solution, if applicable. If necessary, we will retain an engineer to review the problem and make recommendations for corrective action.

Addressing Complaints

YOLO is invested in becoming a compatible and welcomed member of the surrounding neighborhood and the city of Woodland. In the interest of fostering great relationships with neighbors and the community, YOLO will implement an anonymous comment system whereby individuals can share their questions or concerns directly with dispensary management. If a complaint is received regarding the emission or detection of odor, YOLO will immediately assess, address, and respond to the complaint.

Sanitation and Maintenance

A clean and orderly dispensary will be maintained to preserve aesthetics and prevent pests and other sources of contamination. Countertops will be cleaned, and floors swept daily, with a deep clean and sterilization of the entire dispensary occurring at least once monthly. Points of ingress or egress will be kept securely closed to limit exposure of pests and airborne pathogens within the dispensary. Open points of access not only allow for pest or pathogen contamination, but also pose a security risk. Cannabis and derivative products will be kept in closed, secure containers within secure storage or the sales floor, mitigating open exposure which may attract pests or allow for contamination.

Employees will adhere to strict sanitary procedures and personal hygienic practices, including cleaning their shoes upon entering the dispensary, which helps prevent the transfer of pests or debris. Waste or open and exposed food will be contained to designated areas with a conscious effort by employees to restrict the introduction of pests or pathogen development. Open food and liquid containers will be prohibited in areas outside of the designated break room. Cabinets, refrigerators, and microwaves will be cleaned weekly to prevent against food spoilage or pest attraction to exposed food and food waste. Food waste and other debris will be collected at the end of each day and locked in waste disposal bins away from product storage or display areas. Waste in the distinguished bins will be removed often to deter settlement of pests, pathogens, or odor. To accommodate and sustain operational efficacy, the plumbing and electrical systems will comply with state and local regulations and be maintained in proper working order.

Summary. Through the implementation of a highly secure and compartmentalized dispensary design, YOLO will be able to adequately control the odor emitted during general business operations. Securely closing doors and points of ingress will manage the spread and permeation of odor, reduce contamination, and maintain the negative air pressure needed to control the flow of odor molecules. Plant material and product containment will naturally mitigate odor by reducing the amount of exposed cannabis within the dispensary. Well-maintained equipment in the form of activated carbon filtration and strategically placed HVAC components will act as mechanical intervention in the process of mitigating odors. As a final measure, YOLO will continue to assess odor emissions and analyze the efficacy of the odor mitigation efforts, ensuring that cannabis odor does not extend beyond the interior of the dispensary.

**PLANNING COMMISSION
RESOLUTION NO. PC 24-07**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND
RECOMMENDING CITY COUNCIL APPROVE A CONDITIONAL USE PERMIT AND
OPERATING AGREEMENT FOR A STOREFRONT RETAIL CANNABIS
DISPENSARY AT 367 WEST MAIN STREET, STE. 353-D WITHIN THE CITY
CORRIDOR MIXED USE WEST MAIN STREET ZONE CONDITIONED UPON
APPROVAL OF THE APPROPRIATE CANNABIS BUSINESS PERMIT AND THE
RECOMMENDED CONDITIONS OF APPROVAL**

WHEREAS, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

WHEREAS, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

WHEREAS, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

WHEREAS, the City received a total of 12 proposals in response to the request for applications; and

WHEREAS, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

WHEREAS, after an initial review of the proposals, the Proposal Review Committee met in July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

WHEREAS, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

WHEREAS, the Proposal Review Committee ranked Infinity Assets Woodland, Inc. dba Yolo

Cannabis Club as 1 out of 12, with a score of 95.63%; and

WHEREAS, the City of Woodland Planning Commission hereby finds that the proposed cannabis retailer use to be located at 367 West Main Street, Ste. 353-D (“Site”), as set forth in Planning Application No. PLNG 24-00039 submitted by business applicant Infinity Assets Woodland, Inc. dba Yolo Cannabis Club (“Applicant”), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the Planning Commission of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the Planning Commission public hearing date; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on September 19, 2024, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, hereby recommends to the Woodland City Council: (1) Approval of a Conditional Use Permit for a cannabis retail use located at 367 West Main Street, Ste. 353-D, as set forth in Planning Application No. PLNG 24-00039, prepared by Infinity Assets Woodland, Inc. dba Yolo Cannabis Club; and (4) Approval of an Operating Agreement between the City of Woodland and Infinity Assets Woodland, Inc. dba Yolo Cannabis Club, as follows and based on the following findings:

SECTION 1. Recitals. The City of Woodland Planning Commission hereby adopts the above recitals as true and correct findings of the City of Woodland Planning Commission and incorporates them into this Resolution by this reference.

SECTION 2. Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 367 West Main Street, Ste. 353-D, as set forth in Planning Application No. PLNG 24-00039, the City of Woodland Planning Commission hereby makes the following additional findings, pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities, and involves the conversion of a small structure not exceeding 2,500 square feet where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland Planning Commission has considered all relevant evidence regarding the Site and the Applicant's proposed use, and finds that Applicant's proposed cannabis retailer use at the Site satisfies those considerations, as follows:
 - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland Planning Commission has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland Planning Commission finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant's use at the proposed location.
 - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland Planning Commission has considered all evidence and testimony relevant to the Applicant's proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Corridor Mixed Use – West Main Street zone and not adjacent to sensitive uses; and therefore will not result in negative impacts on existing uses in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant's failure to abide by those conditions of approval may result in permit revocation.
 - c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland Planning Commission finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently

available to the surrounding area and will bring retail activity to the proposed location.

- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland Planning Commission finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland Planning Commission has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland Planning Commission has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community. No opposition to the proposed use or location was expressed by the community or the surrounding neighborhood.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland Planning Commission further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland Planning Commission further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland Planning Commission has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland Planning Commission has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland Planning Commission is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.
- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland Planning Commission finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland Planning Commission therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community. These findings are further established and incorporated into

the project approval, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. Approval. In accordance with the City of Woodland Planning Commission findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland Planning Commission hereby recommends that the City Council approve Planning Application Number PLNG 24-00039 for the issuance of a Retail Cannabis Conditional Use Permit to Infinity Assets Woodland, Inc. dba Yolo Cannabis Club for the proposed cannabis retailer use at 367 West Main Street, Ste. 353-D. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all of the findings and conditions of approval specified in Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

PASSED AND ADOPTED, by the Planning Commission of the City of Woodland at a regular meeting of the Planning Commission held on the 19th day of September 2024, by the following vote:

AYES: Lizarraga; Ortiz; Roberts; Smith; Harris

NOES:

ABSTAIN:

ABSENT: Lopez; Holt



Marco C. Lizarraga, Chairperson

ATTEST:



Erika Bumgardner, Deputy Community Development Director

Exhibit A – Conditions of Approval

PUBLIC COMMENT AND LETTERS OF SUPPORT / OPPOSITION

Public Hearing Item H.4 – Yolo Cannabis Club

Erika Bumgardner

From: Erika Bumgardner
Sent: Wednesday, September 18, 2024 4:44 PM
To: Erika Bumgardner
Cc: Anna Canales
Subject: FW: Letters of Support for Infinity Assets dba Yolo Cannabis Club
Attachments: Letter of Support YCC July 2023 (2).docx; TNN Apprenticeship Program - Support Letter .pdf; National Footgolf Association Support Letter.docx; Yolo Cannabis Club.pdf; Tom Schwartz Support Letter .pdf; Wrestling Program Support Letter.pdf; Country Waffles Support Letter July 19th.pdf; Yolo Cannabis Club ltr to city (2).png

Hello Commission members,

Please find attached and below letters of support received for Infinity Assets Inc. dba Yolo Cannabis Club.

Thank you,
Erika

From: Joe Romero <[REDACTED]>
Sent: Friday, September 13, 2024 12:51 PM
To: Anna Canales <Anna.Canales@cityofwoodland.gov>
Cc: Chris Hester <[REDACTED]>; Gabriel Mohrsaz <[REDACTED]>; Jared Katz <[REDACTED]>
Subject: Fwd: Community Donations Key & Letters of Support

Hi Anna,

Good afternoon.

Below you will find the email letter we sent in to City Hall, including the letters of support from Woodland organizations in support for Yolo Cannabis Club.

Thank you,

-Joe Romero

Woodland City Council
300 First Street, Woodland, CA

Dear Woodland City Council,

Yolo Cannabis Club is committed to supporting the local organizations in the City of Woodland. We have strong community support from Woodland nonprofits, community organizations, and Woodland athletic programs.

We have also made strong partnerships by building relationships in the business community. We also have long-term plans to do business in Woodland. Yolo Cannabis Club is located on 353 Suite D, West Main Street at the

July 14th 2023

Mayor Victoria Fernandez and Mayor Pro Tem Tania Garcia-Cadena
Council Members Rich Lansburgh, Tom Stallard and Mayra Vega
City of Woodland
300 First St.
Woodland, CA 95695

On behalf of the Yolo Conflict Resolution Center we are lending our support for the Yolo Cannabis Club's petition to apply for a cannabis dispensary in Woodland.

We are aware of their commitment to support the community by sponsoring various non-profit organization and appreciation this gesture of goodwill.

I am pleased to support their petition and would be happy to answer any questions related to this show of support.

Sincerely,

Kara Hunter

Kara Hunter
Executive Director
Yolo Conflict Resolution Center
www.yolocrc.org
530-564-2324
kara@yolocrc.org



National Footgolf Association & Major League FootGolf

July 15th, 2023

Mayor, Council Members, and City Leadership
City of Woodland
300 First St.
Woodland, CA 95695

Our committee members and leadership are lending our support to the Yolo Cannabis Club petition to open a cannabis dispensary in Woodland, California. Through their intended commitment to improve and support the community, together we will be able to add services for youth programs through sports.

With our team of partners including golf courses, parks, soccer coaches, the California Storm pro-women's soccer team, local celebrities, Yolo county, and Univision Television Group, we will be able to hold events and build a footgolf course in Woodland. The generous support from the Yolo Cannabis Club will enable continuous positive impact within the city and county through this program.

We are pleased to be supporting their petition and would be happy to speak to anyone regarding this support.

Sincerely,

Qaiser Patel
CEO / Commissioner
National Footgolf Association
Major League Footgolf
www.theNFGA.com
510-677-1797
qpatel@thenfga.com

City of Woodland

July 14, 2023

Members of the Woodland City Council,

My name is Tom Schwartz, and I am a former member of the Woodland City Planning Commission.

I am writing this letter in support of Yolo Cannabis Club receiving permission to open a store here in Woodland. I have some good reasons for supporting this business.

The first reason is current customers that use medical marijuana are required to go to Davis or Sacramento to purchase their needs. I am one of those medicinal people. I have lower back problems which surgery is not an option. I have found some relief with medicinal products, until I can get an appointment with the Pain Management Clinic. I usually go to Davis to purchase them, but you know what the parking is like in downtown Davis.

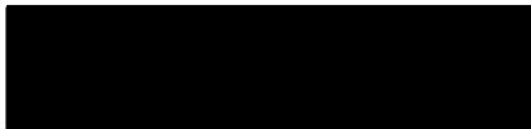
Secondly, The Yolo Cannabis Club will fill a vacant storefront in the Raley's Shopping Center, one of our gateway shopping centers. It is unsightly to have vacant store at the main entrances to Woodland or any other town.

Lastly, why send people to another town to purchase something that we could have here? Yolo Cannabis Club will employ people and pay taxes like any other store.

I encourage you to approve the license for Yolo Cannabis Club.

Thank you for the opportunity to support Yolo Cannabis Club.

Sincerely,



Tom Schwartz
Former Woodland City
Planning Commissioner

July 19th, 2023

Hi Woodland City Council,

I own Country Waffles in the Raley's complex. I want to show my full support for Yolo Cannabis Club. They will be across from my business and I know our business will benefit from more customers shopping in the complex.

I look forward to Yolo Cannabis Club opening their doors. I know the other businesses in the complex have voiced their support to me as well. They did a great job connecting with all the business owners.

Thank you,

Tracy Hansen
Country Waffles Owner

City of Woodland

July 12th, 2023

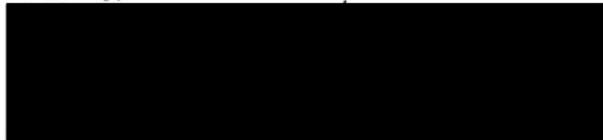
Dear Woodland City Council,

I would like to submit my support of Yolo Cannabis Club as they seek a retail cannabis license in the City of Woodland.

Yolo Cannabis Club is committing to donate funds to establish the first new Scholarship Program for new barbers to join TNN Apprentice Program. We will sponsor over 10 new barbers at no cost to the applicants.

I see Yolo Cannabis Club as a partner in Woodland by their commitment to contributing to local aspiring barbers, the donations will really uplift Woodland's entrepreneur spirit.

Sincerely,

A large black rectangular redaction box covering the signature of Marco Antonio.

Marco Antonio - Owner
TNN Apprenticeship
Program

Latino National Information & Resource Center
A California Civil Rights Nonprofit Corporation
2217 Michigan Blvd., West Sacramento, California 95691
916.214.2961

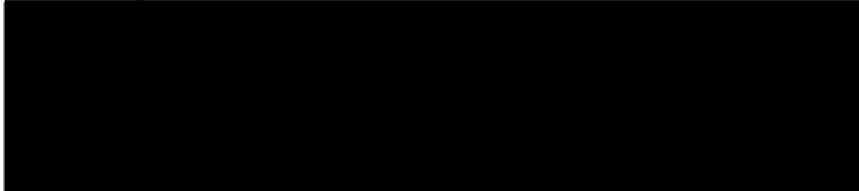
7/16/2023

Dear Yolo Cannabis Club,

Greetings from Yolo county's premier civil rights organization.

Please allow me to introduce myself, my name is Maria Grijalva, the founder and CEO of Yolo county's single nonprofit which is protecting the civil rights of community members throughout our county. Our work is expansive, it includes rescuing workers from human trafficking forced labor situations to changing local voting systems such as Single Member District voting.

I am writing to show support for YCC. Thanks to cannabis our entire society has changed. Thanks to Yolo Cannabis Club, hundreds of lives in Yolo county have gained from the benefits of cannabis. Cannabis has been a blessing for me personally too. I had four spine surgeries....so thank you, Yolo Cannabis Club.



/ Maria Grijalva
Founder/CEO
LIRC

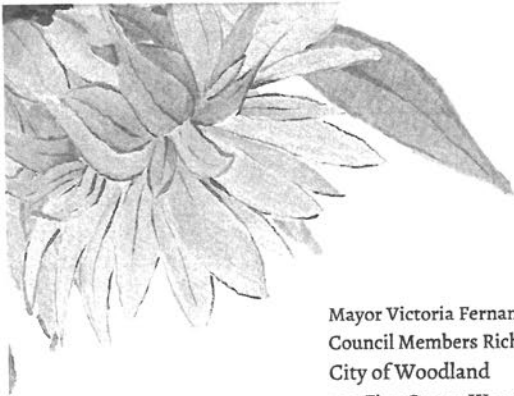
Dear Yolo Cannabis Club,

On behalf of WHS athletics I would like to thank you for your very kind donation. Your support of our Wrestling program gives wrestlers at Woodland high an opportunity to participate in a once in a lifetime experience. With generous gifts like yours, Wrestlers at WHS will be well prepared for the playoffs as they will be able to afford housing and tournament fees. In addition, our wrestlers will not only look good with nice apparel, they will feel confident as they take the mat.

Thank you and we are forever grateful for your support.

Thank you again,
Michael Monk II
Girls and Boys Wrestling Head Coach

Funding Source goes towards:
Tournament Hotel and wrestling fees
Wrestling Apparel Tournament fees



July 14, 2023

Mayor Victoria Fernandez and Mayor Pro Tem Tania Garcia-Cadena
Council Members Rich Lansburgh, Tom Stallard, & Mayra Vega
City of Woodland
300 First Street, Woodland CA

Executive Directors

Rachel Medina, Incoming
Linda Henigan, Outgoing

Board of Directors

Marc Hutt, Incoming President
Karen Stone, Outgoing President
Sydni Flemmer, Secretary
Elva Gonzalez, Treasurer
Rudy Peniche, Member
Michael Rodegerdts, Member
Pauline Torres, Member
Crystal Turben, Member
Antonio Yopez, Member

Founders

Juan Barajas, Founder
Cesar Torres, Founder

Our mission is to promote
locally based agriculture through
education, community outreach
and networking.

Woodland's Dinner on Main
further the understanding of
the links between farming, food,
health and local economies.

Woodland's Dinner on Main
is a proud partner of America's
Farm-to-Fork Capital.



On behalf of the Board of Directors for Woodland's Dinner on Main and sponsor
of the Edible Learning Garden, we are lending our support for the Yolo Cannabis
Club's petition to apply for a cannabis dispensary in Woodland.

We certainly applaud the Yolo Cannabis Club's efforts of extending their goodwill
to the community by sponsoring a number of local nonprofits.

As you know, Woodland's Edible Learning Garden sits right alongside City Hall.
We replaced the lawn with eight large above ground beds now filled with fruits
and vegetables, a redwood trellised fence, and an amazing redwood gazebo with
tables and benches. It's the perfect place for dinners, gardening classes,
community events, and most recently 75 Third Graders in the Garden. We would
love to host more events where young people and the community at large can learn
about nutrition and agriculture in an urban setting, offer a speaker series, and be
the place where our high school culinary students practice running a restaurant.

We would be pleased to support this petition and to speak at a City Council
meeting.

P.S. All the fruits and veggies from the garden go to our folks at Fourth & Hope.

Linda Henigan

Linda Henigan, Executive Director

19800 Plum Hollow Lane
Woodland, CA 95695
530.383.6535
linda@woodlandsdinneronmain.org
www.WoodlandsDinneronMain.org
www.EdibleLearningGarden.org

EIN 81-3418520
A California Non-profit Benefit Corporation 501 (C)(3)



SEVERE WEATHER

Harris takes in Helene's devastation

By Chris Megerian,
Colleen Long and Will
Weissert
The Associated Press

AUGUSTA, Ga. » Vice President Kamala Harris handed out meals, embraced a shaken family and surveyed Hurricane Helene's "extraordinary" path of destruction through Georgia on Wednesday as she left the campaign trail to pledge federal help and personally take in scenes of toppled trees, damaged homes and lives upended.

She visited Augusta, where power lines stretched along the sidewalk and utility poles lay cracked and broken. The vice president spoke from a lectern erected in front of a house with a fallen tree teetering on its roof, acknowledging those who had died in the disaster while also trying to project a tone of unity and hope for communities now facing long and expensive rebuilds.

Harris and President Joe Biden, who visited the Carolinas on Wednesday, were seeking to demonstrate commitment and competence in helping devastated communities after Republican former President Donald Trump's false claims about their administration's response.

Harris said she wanted to, "personally take a look at the devastation, which is extraordinary." She expressed admiration for how "people are coming together. People are helping perfect strangers."

The Democratic presidential nominee said that shows "the vast majority of us have so much more in common than what separates us," an echo of a line she frequently uses on the campaign trail.



Vice President Kamala Harris greets people before a briefing at the Augusta Emergency Operations Center in Augusta, Ga., Wednesday.

Before delivering her remarks, Harris could be seen embracing and huddling with a family of five grappling with the storm's aftermath.

"We are here for the long haul," she said.

Harris also toured a Red Cross relief center and received a briefing from local officials, praising those working to "meet the needs of people who must be seen and must be heard."

"I am now listening," she said.

Brittany Smith, an Augusta resident, walked away from the distribution center with Styrofoam boxes of food and some fruit cups, beaming that she got a photo with the vice president. She said there's a hole in her roof and she had to send her kids elsewhere to live because it wasn't safe.

Harris' visit, she said, "made it better" despite the hardship.

Smith said she was encouraged that Harris traveled to the town instead of just appearing on television. "She's a person. She's not just a voice."

About 200 miles north in the Carolinas, Biden was also surveying the storm's aftermath. With many of the areas roads inaccessible, he flew by helicopter over toppled trees, twisted metal and towering piles of debris in the normally tourist-friendly downtown of Asheville.

From the air, Biden saw flooded roads, piles of shredded lumber and displaced sandbags, emergency trucks and downed powerlines. In one area, homes were partly under water, and it was hard to distinguish between lake and land.

Visits to disaster zones are a familiar responsibility for Biden, who has frequently been called on to survey damage and comfort victims after torn-

ades, wildfires and tropical storms. But this was Harris' first visit to a disaster area as vice president.

Because of the destruction where Biden was on Wednesday, he was unable to walk around and personally comfort people as Harris did in Georgia.

Biden wore a vest and boots, and, before his air tour, he hugged and grabbed the hand of Asheville Mayor Esther Manheimer, who was at the airport in Greenville, South Carolina, to meet him. The mayor, with visible emotion, said that they could not close down the area's one operable road for Biden's motorcade.

Biden will be back in the region on Thursday to visit Florida and Georgia, and Harris plans her own North Carolina trip in coming days — as Helene's aftermath continues to pose a political and humanitarian test for the ad-

ministration.

Before leaving Washington, Biden made a point of mentioning how an ongoing dockworkers strike could make getting supplies to hard-hit areas more difficult.

"Natural disasters are incredibly consequential. The last thing we need on top of that is a man-made disaster that's going on at the ports," he said. "We're getting pushback already, we're hearing from the folks regionally that they're having trouble getting product that they need because of the port strike."

Harris is being especially watched as her bid for the White House enters its closing stretch, and Helene's path included the battleground states of Georgia and North Carolina.

The vice president last visited scenes of natural disasters as a California senator, including when she went to Puerto Rico after Hurricane Maria in 2017 and when she walked through charred wreckage in Paradise, California, after the Camp Fire in 2018.

Julie Chavez Rodriguez, Harris' campaign manager and former state director in her Senate office, said the vice president uses her experience consoling victims as a courtroom prosecutor to connect with people after tragedies.

She said the trip to Georgia was a chance for Harris "to continue to show her leadership and her ability to get things done, versus Donald Trump and JD Vance who want to dismantle the basic services and the role that the government should play."

Trump, the Republican nominee, traveled to Valdosta, Georgia, on Monday with a Christian charity

organization that brought trucks of fuel, food, water and other supplies. The former president accused Biden of "sleeping" and not responding to calls from Georgia Republican Gov. Brian Kemp. However, Kemp had spoken with Biden the previous day, and the governor said the state was getting everything it needed.

Biden was infuriated by Trump's claim, saying Trump was "lying," and the governor told him he was lying.

The storm's death toll climbed to at least 178 people, and power, running water and cellular service remained unavailable in some places. Later Wednesday, Biden flew to Raleigh, North Carolina, for a briefing with officials and called Helene a "storm of historic proportions."

"The nation has your back," Biden said.

The tone of both Harris and Biden was far different than Trump, who claimed without evidence that Democratic leaders were withholding help from Republican areas. He recently threatened that he would withhold wildfire assistance from California because of disagreements with Democratic Gov. Gavin Newsom.

When Trump was president, Puerto Rico was devastated by Hurricane Maria, which killed 3,000 people. His administration waited until the fall of 2020, just weeks before the presidential election, to release \$13 billion in assistance for Puerto Rico's recovery. A federal government watchdog also found that Trump administration officials hampered an investigation into delays in the aid delivery.

SEVERE WEATHER

Hurricanes like Helene are deadly when they strike

By Seth Borenstein
The Associated Press

Hurricanes in the United States end up hundreds of times deadlier than the government calculates, contributing to more American deaths than car accidents or all the nation's wars, a new study said.

The average storm hitting the U.S. contributes to the early deaths of 7,000 to 11,000 people over a 15-year period, which dwarfs the average of 24 immediate and direct deaths that the government counts in a hurricane's aftermath, the study in Wednesday's journal *Nature* concluded. Study authors said even with Hurricane Helene's growing triple digit direct death count, many more people will die partly because of that storm in future years.

"Watching what's happened here makes you think that this is going to be a decade of hardship on tap, not just what's happening over the next couple of weeks," said Stanford University climate economist Solomon Hsiang, a study co-author and a former White House science and technology official.

"After each storm there is sort of this surge of additional mortality in a state that's been impacted that has not been previously documented or associated with hurricanes in any way," Hsiang said.

Hsiang and University of California Berkeley researcher Rachel Young looked at hurricane deaths in a different way than previous studies, opting for a more long-term public health and economics-oriented analysis of what's called excess mortality. They looked at states' death rates after 501 different storms hitting the United States between 1930 and 2015. And what they found is that after each storm, there's a "bump" in death rates.

It's a statistical signature that they see over and over, Hsiang said. Similar analyses are done for heat waves and other



Debris in the aftermath of Hurricane Helene in Asheville, N.C., is seen on Monday.

health threats like pollution and disease, he said. They compare to pre-storm times and adjust for other factors that could be causing changes in death rates, he said. Complicating everything is that the same places get getting hit by multiple storms so there are death bumps upon death bumps.

Just how storms contribute to people's deaths after the immediate impact is something that needs further study, Hsiang said. But he theorized it includes the health effects of stress, changes in the environment including toxins, people not being able to afford health care and other necessities because of storm costs, infrastructure damage and government changes in spending.

"When someone dies a few years after a hurricane hit them, the cause will be recorded as a heart attack, stroke or respiratory failure," said Texas A&M University climate scientist Andrew Dessler, who wasn't part of the study but has done similar studies on heat and cold deaths. "The doctor can't possibly know that a hurricane contributed/triggered the illness. You can only see it in a statistical analysis like this."

Initially Hsiang and Young figured the storm death bump would go away in a matter of months, but they were surprised when they examined hundreds of bumps and found they stretch out, slowly, over 15 years, Hsiang said.

It's "almost like a trickle

of mortality, like each month we're talking about five to 10 individuals who are dying earlier than they would have otherwise," Hsiang said.

These people don't realize that 10 or 15 years later their health issues are associated with a storm in some way, but Hsiang said it shows up in the data. "They would not have died at those times had the storm not arrived. And so essentially, these storms are accelerating people's deaths."

The numbers proved so high that the researchers kept looking for mistakes or complicating factors they had missed. "It took years for us to really fully accept that this was happening," Hsiang said.

How big are the numbers? Storms are a factor in between 55,000 to 88,000 excess deaths a year, the study concluded. So for the 85 years studied, the team calculated between 3.6 and 5.2 million people died with storms being a factor. That's more than the 2 million car accident deaths over that period, the study said.

Before now the public looked at storms "as an inconvenience that is tragic for a small number of community members," Hsiang said. But they really are "a major threat to public health," he said.

Hsiang said he and Young saw a trend of increasing hurricane-connected deaths, predominantly because of population growth. Starting in

2000, there's been a big jump in the total volume of storms hitting large population, he said.

Three outside scientists said the study made sense. "It seems like what they're doing is reasonable," said University of Albany hurricane expert Kristen Corbosiero, who wasn't part of

the research. "The numbers are really staggering."

Texas A&M's Dessler said this is an important study because it brings home the deadly nature of climate change and extreme weather. He said he and his fellow climate scientists have been accurate in their warnings of

the physics of what climate change would mean, but failed to emphasize enough how it would hurt people.

"Reading this, it's clear that humanity is very vulnerable to weather shocks, even in an incredibly rich country like ours," Dessler said in an email.

CITY OF WOODLAND
NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN HEREWITH that the City of Woodland City Council, at its regularly scheduled meeting to be held on **Tuesday, October 15, 2024, at 6:00 PM** in the City Council Chambers, 300 First Street, City Hall, Woodland, CA, will hold the following public hearings:

Perfect Union Woodland, LLC (PLNG 24-00030) – A request for review of a storefront retail cannabis dispensary proposed in a 2,331-square-foot tenant space within an existing commercial shopping center located at 1810 E. Main Street, Ste. 101 in the city's Regional Commercial with Light Industrial Flex Overlay zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

P.F.F. Consulting Inc., dba Woodland Cannabis Dispensary (PLNG 24-00029) – A request for review of a storefront retail cannabis dispensary proposed within an existing 3,512 square-foot building located at 163 Court Street in the city's Community Commercial zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Sundial Collective Woodland, LLC (PLNG 24-00035) – A request for review of a storefront retail cannabis dispensary proposed within an existing 4,200 square-foot building located at 3 Court Street in the city's Community Commercial zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Infiniti Assets Woodland Inc., dba Yolo Cannabis Club (PLNG 24-00039) – A request for review of a storefront retail cannabis dispensary with delivery proposed within a 1,144 square-foot tenant space within an existing commercial shopping center located at 367 West Main Street, Ste. 353-D in the city's Corridor Mixed Use – West Main zone which requires approval of a Conditional Use Permit and Operating Agreement by the City Council.

Following the public hearings, the City Council will be asked to adopt resolutions approving conditional use permits and operating agreements for the above listed storefront retail cannabis dispensaries, subject to recommended conditions of approval and the approval of associated Cannabis Business Permits. These actions are consistent with Sections 5.28 and 17.84.120 of the Woodland Municipal Code.

Staff Contact: Anna Canales, Assistant Planner, anna.canales@cityofwoodland.gov, (530) 661-5819

Environmental Determination: Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15302 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts.

Availability of Documents:

Copies of materials, including the agenda, will be available on October 11, 2024, at the Community Development Department, City Hall, 300 First Street, Woodland, CA 95695, and on the City's web page: <http://cityofwoodland.org/854/Meetings-Agendas>

Public Comments: All interested persons are invited to express opposition or support of the project are available from the Community Development Department. All comments received will be given to the City Council for their consideration. Please note the city does not transcribe its hearings, however, summary minutes are prepared and are publicly available once approved by the hearing body. Please contact the Community Development Department at (530) 661-5820, if you have questions about these items or the public hearing.

Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by **11:59 PM** on the day prior to the meeting. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter.

In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM via Written Public Comments.

Pursuant to section 65009 (b) (2), the State Government Code "If you challenge any of the above projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice or in written correspondence delivered to the City Council at, or prior to, this public hearing."

Dated: September 26, 2024

Sarah Lansburg, CMC, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 15, 2024
ITEM #: J.13
SUBJECT: Amendments and Additions to the Woodland Municipal Code Relating to Camping Within the City Limits

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of an Ordinance amending sections 9.48.030 and 9.48.050 and adding sections 9.48.060 through 9.48.090 to the Woodland Municipal Code relating to camping within the city limits.

Staff Contact:

Dallas Hyde, Deputy Chief of Police, (530) 661-7868 dallas.hyde@cityofwoodland.gov

Background:

The City of Woodland recognizes the escalating homelessness crisis impacting both the state and the local community. Governor Newsom's Executive Order N-1-24 underscores the urgency of addressing the thousands living unsheltered across the state, including those in trailers, tents, and vehicles. Responding to the Governor's call for local initiatives to manage homelessness and encampments, the City Council proposes amendments to the Woodland Municipal Code to enhance the management of camping within city limits.

The current Woodland Municipal Code does not adequately address the comprehensive challenges posed by unlawful camping on both public and private properties within the City. This has resulted in unsafe and unsanitary conditions on city streets, sidewalks, and other public rights of way, compromising public safety and community well-being.

The proposed ordinance amends Sections 9.48.030 and 9.48.050 and introduces new Sections 9.48.060 through 9.48.090. These changes aim to clarify and strengthen regulations on camping, impoundment of personal property, and the use of public spaces, ensuring clean, safe, and accessible environments for all city residents and visitors.

Discussion:

In an effort to address the comprehensive challenges posed by unlawful camping on both public and private properties within the City, amendments and additions to the current Woodland Municipal Code are needed. These complex issues have resulted in unsafe and unsanitary conditions on city streets, sidewalks, and other public rights of way, compromising public safety and community well-being. These changes aim to provide more explicit legal guidelines that improve management and enforcement related to homelessness and public space utilization. Below is a detailed comparison of the proposed changes with the existing code provisions:

Current Provisions (Sections 9.48.030 and 9.48.050)

- Section 9.48.030: This section primarily addresses camping on public property. Under current law, camping is broadly prohibited on any city-owned property, including parks, streets, and other public areas, unless specific exceptions are provided by the Community Services Director.

- Section 9.48.050: Regulates open campfires, bonfires, and flames in public areas, strictly prohibiting them unless permitted by law or relevant permits are obtained.

Proposed Amendments and Additions

- Amendment to Section 9.48.030: The amendment clarifies the restrictions by explicitly stating it is unlawful to camp upon any public property during nighttime hours. The language is tightened to include a broader range of temporary and permanent shelters, ensuring no ambiguities remain regarding what constitutes camping.
- Amendment to Section 9.48.050: The amendment continues to enforce the prohibition of open fires but further emphasizes the illegality of maintaining such fires, reinforcing the conditions under which fires might be permitted.

Addition of Section 9.48.060 through 9.48.090

These new sections are significant additions aimed at addressing the storage of personal property in public spaces. The key provisions include:

- Section 9.48.060: Defines the illegality and public nuisance of storing personal property without permission on public or private property.
- Section 9.48.070: Establishes the authority of the Police Chief or their designee to impound stored personal property found in violation of Section 9.48.060.
- Section 9.48.080: Outlines procedures for the storage of impounded personal property, including efforts to notify the property owner and the conditions under which property may be disposed of if unclaimed.
- Section 9.48.090: Classifies violations of any section within this chapter as misdemeanors, providing a clear legal consequence for non-compliance.

Implications of Changes:

The proposed amendments and additions provide clearer definitions and stricter enforcement mechanisms, enhancing the city's ability to maintain public safety and cleanliness. These changes reflect a responsive governance approach to community concerns about public health and safety while balancing the needs and rights of the homeless population. By clarifying legal language and creating new provisions for property storage and impoundment, these changes aim to prevent the misuse of public spaces and mitigate health risks associated with unregulated camping and property storage. This approach not only aligns with state directives but also addresses specific local challenges, demonstrating the city's proactive stance on managing its public spaces responsibly.

Conclusion:

Staff recommends that the City Council introduce and waive the first reading of an Ordinance amending sections 9.48.030 and 9.48.050 and adding sections 9.48.060 through 9.48.090 to the Woodland Municipal Code relating to camping within the city limits.



Ken Hiatt
City Manager

Attachments:

1. Proposed Ordinance - Camping within City Limits

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING SECTIONS 9.48.030 AND 9.48.050 AND ADDING SECTIONS 9.48.060
THROUGH 9.48.090 TO TITLE 9 OF THE WOODLAND MUNICIPAL CODE
RELATING TO CAMPING WITHIN THE CITY LIMITS**

WHEREAS, the City of Woodland, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City Council desires to amend Sections 9.48.030 and 9.48.050 and add Sections 9.48.060 through 9.48.090 to the Woodland Municipal Code relating to Camping Within the City Limits; and

WHEREAS, the City is trying to address the act of unlawful camping on City owned public and private property; and

WHEREAS, Governor Newsom recognized in Executive Order N-1-24 that the State of California is experiencing a homelessness crisis, with thousands of persons living unsheltered in tents, trailers, and vehicles; and

WHEREAS, Governor Newsom emphasized his support for local governments’ ability to implement regulations to address homelessness and resolve encampments; and

WHEREAS, the current Code does not adequately address the breadth of the issue; and

WHEREAS, the City desires to keep City streets, sidewalks and other rights of way clean and safe for public use; and

WHEREAS, the amendments and additions to the Woodland Municipal Code which are enacted by the adoption of this Ordinance are described in the council agenda statement and staff report accompanying this Ordinance.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Woodland does hereby ordain as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Ordinance.

SECTION 2. Amendments to Section 9.48.030. Section 9.48.030 of the Woodland Municipal Code is hereby amended to read in full as follows (new language is underlined, and deletions are in ~~strikeout~~):

§ 9.48.030 Camping on public property.

- A.** Except as may be permitted within parks by the Community Services Director, it is unlawful to camp upon any public property owned by the City, including, without

limitation, streets, easements, parks, dump sites, creek beds, electric utility substations, parking lots, corporation yards, and buildings, including the curtilage of buildings. No person shall set up upon any City property at any time during nighttime hours tents, shacks, house trailers, motor homes, campers, or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave in any such place any movable structure or special vehicle to be used for the purpose of camping, such as a house trailer, tent, automobile, or the like. It is a violation of this section to set up provisions for the purpose of camping whether or not a full night is actually spent at the location. ~~Violation of this section shall be charged as a misdemeanor.~~

- B.** It is unlawful for any person to obstruct, or otherwise interfere with the free passage of pedestrians or motorists from ingress and egress on any public street, sidewalk, alleyway, or other public property within the City by Camping or placing stored personal property thereon.

SECTION 3. Amendments to Section 9.48.050. Section 9.48.050 of the Woodland Municipal Code is hereby amended to read in full as follows (new language is underlined, and deletions are in ~~strikeout~~):

§ 9.48.050 Campfires.

No person shall kindle or maintain an open campfire, ~~or bonfire,~~ or flame.

Nothing in this chapter shall be construed to permit fires otherwise prohibited by law or to negate the requirement for burning permits otherwise required by law.

SECTION 4. Addition of Section 9.48.060. Section 9.48.060 of the Woodland Municipal Code is hereby added to read in full as follows:

§ 9.48.060 Unlawful Storage of Personal Property on Public and Private Property

It is unlawful and a public nuisance for any person to deposit, leave, or maintain stored personal property on public property or private property without the consent of the property owner.

Stored personal property left on public or private property in violation of this section may be impounded pursuant to the provisions of this chapter.

SECTION 5. Addition of Section 9.48.070. Section 9.48.070 of the Woodland Municipal Code is hereby added to read in full as follows:

§ 9.48.070 Impounding Stored Property

- A.** The Police Chief, or his or her designee, is authorized to impound stored personal property located on public property or private property pursuant to the provisions of this chapter. The Police Chief is authorized to adopt written policies and procedures to implement provisions of this chapter. Nothing in this chapter shall be construed to limit or otherwise interfere with State law regarding the impounding of evidence related to a crime.

- B.** Stored personal property may be impounded and disposed of without notice if there is a cause to reasonably believe that the stored property is:
1. Perishable;
 2. Contaminated with feces, urine, or bodily fluid;
 3. Infested with insects;
 4. Contaminated with mold or mildew;
 5. Intentionally discarded/abandoned
 6. An immediate threat to public health or safety.
- C.** Actual notice shall be deemed provided by placing on or near the stored personal property a writing containing the following information:
1. Description of the stored personal property;
 2. Location of the stored personal property;
 3. Date and time of notice;
 4. Notification that the stored personal property is done so in violation of section **9.48.060** of the Woodland Municipal Code and will be impounded by the City if the stored property is not removed within the compliance period of the notice.
- D.** Posted notice shall be deemed provided by erecting at least one sign in a conspicuous place providing notice that any stored personal property found in a described area may be removed, and impounded if not claimed and removed within the stated compliance period. The sign shall provide contact information where a person may retrieve their personal property impounded.
- E.** After the notice period has expired, the stored personal property shall be deemed abandoned and may be impounded. Prior to impounding stored personal property, the City will provide notice in a conspicuous place at or near where the stored personal property was located with the following information:
1. A general description of the stored personal property;
 2. The location of the stored personal property;
 3. The date and time the notice was placed; and
 4. A statement that the stored personal property has been impounded by the City and the process to re-claim.

SECTION 6. Addition of Section 9.48.080. Section 9.48.080 of the Woodland Municipal Code is hereby added to read in full as follows:

§ 9.48.080 Storage of Impounded Personal Property

- A. Stored personal property that is impounded pursuant to this chapter shall be stored by the City for a period of 90 days. If the owner of the stored personal property is reasonably ascertainable, the Police Chief, or his or her designee, shall make best efforts to promptly notify the owner of the procedure to claim his or her personal property.
- B. The Police Chief, or his or her designee, shall return the stored personal property to its owner upon presentation of satisfactory evidence of ownership.
- C. In the event the stored personal property is not claimed within 90 days, it may be subject to disposition per Police Department policy.

SECTION 7. Addition of Section 9.48.090. Section 9.48.090 of the Woodland Municipal Code is hereby added to read in full as follows:

§ 9.48.090 Violations

Notwithstanding any other provision of this Code, any person in violation of any section of this chapter shall be guilty of a misdemeanor.

SECTION 8. California Environmental Quality Act (CEQA). The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

SECTION 9. Severability. If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

SECTION 10. Effective Date. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in a newspaper of general circulation at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland on this _____ day of _____, 20____ **[note that this date is the date of the second reading]**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney