



CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, February 03, 2022

Regular Meeting 6:00 PM

The City Council meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel (https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for City Council consideration by sending them to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the City Council adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

AGENDA

MEETING PROCEDURES: *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the City Council prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at mswanson@clearlake.ca.us at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

AGENDA REPORTS

Staff reports for each agenda item are available for review at www.clearlake.ca.us. Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at www.clearlake.ca.us.

Zoom Link: <https://clearlakeca.zoom.us/j/82446384261>

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. INVOCATION/MOMENT OF SILENCE: *The City Council invites members of the clergy, as well as interested members of the public in the City of Clearlake, to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. This opportunity is*

voluntary and invocations are to be less than three minutes, offered in a solemn and respectful tone, and directed at the City Council. Invocational speakers who do not abide by these simple rules of respect and brevity shall be given a warning and/or not invited back to provide a subsequent invocation for a reasonable period of time, as determined appropriate by the City. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faith represented and practiced among the citizens of Clearlake. If a scheduled invocational speaker does not appear at the scheduled meeting, the Mayor will ask that the City Council observe a moment of silence in lieu of the invocation. More information about the City's invocation policy is available upon request by contacting the Administrative Services Director/City Clerk at (707) 994-8201x106 or via email at mswanson@clearlake.ca.us.

D. ADOPTION OF THE AGENDA *(This is the time for agenda modifications.)*

E. PRESENTATIONS

1. Swearing In of New Police Officer by Chief White
2. Presentation of the Police Department Annual Report

F. PUBLIC COMMENT: *This is the time for any member of the public to address the City Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. **The Brown Act, with limited exceptions, does not allow the Council or staff to discuss issues brought forth under Public Comment.** The Council cannot take action on non-agenda items. Concerns may be referred to staff or placed on the next available agenda. Please note that comments from the public will also be taken on each agenda item. Comments shall be limited to three (3) minutes per person.*

G. CONSENT AGENDA: *All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one motion. There will be no separate discussion of these items unless a member of the Council requests otherwise, or if staff has requested a change under Adoption of the Agenda, in which case the item will be removed for separate consideration. Any item so removed will be taken up following the motion to approve the Consent Agenda.*

3. Consideration of Ordinance No. 258-2022, Approving a Development Agreement, DA 2021-04 for Ogulin Canyon Holdings, LLC to allow a cannabis operation located at 2185 Ogulin Canyon Road, Clearlake, CA 95422
Recommended Action: Hold second reading of Ordinance No. 258-2022, read it by title only, waive further reading and adopt ordinance
4. Project to rehab the 12" agricultural well near the northeast corner of the Burns Valley Development property, for future irrigation demand; and waiver of the requirement for multiple bids
Recommended Action: Waive the requirement for multiple proposals, and authorize the City Manager to sign the contract/proposal provided by Weeks Drilling & Pump Co.

5. Minutes of the December 8, 2021 Lake County Vector Control District Board Meeting
Recommended Action: Receive and file
6. Warrants
Recommended Action: Receive and file
7. Approval of a Letter of Support for the Berryessa Snow Mountain Expansion Act
Recommended Action: Approve letter of support and authorize the Mayor to sign
8. Award of Contract for the Burns Valley Development Project
Recommended Action: Authorize City Manager to enter into a contract with Argonaut Constructors for the Burns Valley Development Project in the amount of \$2,472,822.00 and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.
9. Amendment of Construction Contract for additional work for the Waterpark Demolition Project
Recommended action: Move to approve the amendment of contract with Resource Environmental and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.

H. BUSINESS

10. Presentation and Consideration of Letter of Support for Lake APC's Pursuit of a RuralREN Program in Lake County
Recommended Action: Approve Letter of Support and Authorize the Mayor to Sign
11. Confirm assessment(s) in the total amount of \$13,747.15 for City funded abatements, in accordance with Clearlake Municipal Code Chapter 10; Resolution No. 2022-08
Recommended Action: Adopt resolution

I. CITY MANAGER AND COUNCILMEMBER REPORTS

J. FUTURE AGENDA ITEMS

K. ADJOURNMENT

POSTED: January 28, 2022

BY:



Melissa Swanson, Administrative Services Director/City Clerk



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Consideration of Ordinance No. 258-2022, Approving a Development Agreement, DA 2021-04 for Ogulin Canyon Holdings, LLC to allow a cannabis operation located at 2185 Ogulin Canyon Road, Clearlake, CA 95422	MEETING DATE: February 3, 2022
SUBMITTED BY: Mark Roberts, Senior Planner	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve a development agreement with Ogulin Canyon Holdings, LLC and hold the second reading of Ordinance No. 258-2022.

BACKGROUND/DISCUSSION:

On November 9th, 2021, the Planning Commission found the project to be in compliance with all applicable regulations and/or requirements. Based on the information brought before the Planning Commission, including no public and/or agency concerns, the Planning Commission adopted PC Resolution 2021-22 approving Conditional Use Permit Applications CUP 2021-05 through 2021-08, Commercial Cannabis Regulatory Permit with corresponding Mitigated Negative Declaration based on Initial Study, IS 2021-02, and recommended approval to the City Council of the Development Agreement, DA 2021-04.

In accordance with Section 5-25.030 of the City of Clearlake Municipal Code, a Development Agreement for the commercial cannabis operations is required. The use permits have been conditioned not to be effective until the Development Agreement has been adopted by the City Council. The applicant concurs with all provisions of the Development Agreement. This agenda item is focused on the approval of a Development Agreement regarding the subject business and does not venture into potential changes to existing City regulations or ordinances related to allowable cannabis operations. The approval of the proposed Development Agreement should be considered based on existing cannabis related regulations.

The Development Agreement will create a positive revenue source for the City based on the fee structure set forth in the terms of the agreement. There will be a semi-annual production fee paid, as well as an annual facility fee. The actual revenue cannot be estimated at this time since it will be dependent upon the success of the business.

OPTIONS:

1. Move to hold second reading of Ordinance No. 258-2022, An Uncodified Ordinance of the City Council of the City of Clearlake Approving a Development Agreement with Ogulin Hills, LLC for the Property Located at 2185 Ogulin Canyon Road, Clearlake, read it by title only, waive further reading and adopt ordinance.
2. Other direction

FISCAL IMPACT:

☐ None ☒ Unknown Budgeted Item? ☐ Yes ☒ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments: Approval of the Development Agreement will require payment of 5% development fee with the project begins operation. This amount is currently unknown.

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☐ Goal #4: Improve the Image of Clearlake
- ☒ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to hold second reading of Ordinance No. 258-2022, An Uncodified Ordinance of the City Council of the City of Clearlake Approving a Development Agreement with Ogulin Hills, LLC for the Property Located at 2185 Ogulin Canyon Road, Clearlake, read it by title only, waive further reading and adopt ordinance.

☒ **Attachments:**

- 1) Development Agreement Resolution PC 2021-21
- 2) Development Agreement (DA 2021-04)
- 3) Staff Report Packet from November 9th, 2021, Planning Commission Hearing
- 4) Ordinance No. 258-2022

Attachment 2: Resolution Recommending MND and DA**RESOLUTION No. PC 2021-21**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CLEARLAKE
RECOMMENDING TO THE CITY COUNCIL APPROVAL OF THE MITIGATED
NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING
PROGRAM AND RECOMMENDING APPROVAL OF THE DEVELOPMENT
AGREEMENT FOR CANNABIS BUSINESS USE PERMITS UP 2021-05 THROUGH UP
2021-08 AND COMMERCIAL CANNABIS REGULATORY PERMIT CBRP 04-2021, FOR
DEVELOPMENT AND OPERATION OF A COMMERCIAL CANNABIS FACILITY ON
PROPERTY LOCATED IN THE I INDUSTRIAL AND CANNABIS BUSINESS ZONING
DISTRICTS AT 2185 OGULIN CANYON ROAD, CLEARLAKE, CALIFORNIA, APN: 010-
044-017**

WHEREAS, Brian Pensack applied for approval of Cannabis Business Use Permits for cultivation, manufacturing, distribution for property located at 2185 Ogulin Canyon Road, Clearlake, CA, in the I, Industrial, and CB, Commercial Cannabis Business Zoning Districts, APN 010-044-017; and

WHEREAS, Cannabis Business Use Permit Applications UP 2021-05 through UP 2021-08 has been made in accordance with Section 18-43, Commercial Cannabis of the Municipal Code, which refers to Commercial Cannabis Uses; and

WHEREAS, the Initial Study identified potentially significant adverse effects in the areas of air quality, biological resources, hazardous materials, and noise; and

WHEREAS, mitigation measures that avoid the effects or mitigate the effects to a point where clearly no significant effects would occur have been identified through the Initial Study (applicant has agreed to all mitigation measures in accordance with CEQA); and

WHEREAS, a Mitigation Monitoring and Reporting Program has been prepared in accordance with City of Clearlake regulations and is designed to ensure compliance during Project implementation; and

WHEREAS, the City determined that the mitigation proposed in the Mitigation Monitoring and Reporting Program would reduce the impacts to a less than significant level and a Mitigated Negative Declaration (MND) should be prepared; and

WHEREAS, the City distributed a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration for the Project on June 30, 2021, which started a 30-day public review period, ending August 6, 2021. The NOI was posted at the Lake County Clerk / Recorder's office, distributed through the State Clearinghouse, posted at City offices, and mailed to project stakeholders, property owners, and residents within a 600 foot radius of the Project; and

WHEREAS, the City received four written comments within the 30-day public review period; and

WHEREAS, the comments did not identify any new significant environmental impacts beyond those already covered in the Draft MND and did not change the Draft MND text. As such, staff prepared a Final MND and Mitigation Monitoring and Reporting Program; and

WHEREAS, a companion application, Development Agreement DA 2021-04 has been reviewed by the Planning Commission at a public hearing on October 26th, 2021; and

WHEREAS, the proposed project is consistent with the General Plan which designates the project site as Industrial; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Clearlake as follows:

A. Recommend Adoption of the Mitigated Negative Declaration

4. The Planning Commission finds that the Mitigated Negative Declaration was presented to the Planning Commission, that the Planning Commission has reviewed the Mitigated Negative Declaration prepared for the 2185 Ogulin Canyon Road Commercial Cannabis Business Use Permit (the “Project”), all staff reports pertaining to the Project and all comments received there on, and that the Mitigated Negative Declaration has been prepared and completed in compliance with the California Environmental Quality Act (CEQA).
5. The Planning Commission finds that on the basis of the Mitigated Negative Declaration, comments received, and the whole record that there is no substantial evidence that the Project will have a significant adverse impact individually or cumulatively on the environment.
6. The Planning Commission finds that the Mitigated Negative Declaration reflects the City’s independent judgment and analysis.

B. Recommend Adoption of the Mitigation Monitoring and Reporting Program

3. The Planning Commission hereby recommends to the City Council adoption of the Mitigation Monitoring and Reporting Program, as attached to the Project staff report.
4. The Planning Commission hereby recommends to the City Council that the proposed mitigation measures described in the Mitigated Negative Declaration are feasible and therefore become binding upon the City and its construction contractors.

C. Recommend Approval of the Development Agreement

The Planning Commission hereby recommends to the City Council approval of the Development Agreement for the 2185 Ogulin Canyon Road Commercial Cannabis Business Use Permit project.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Clearlake does recommend to the City Council approval of the Mitigated Negative Declaration, the Mitigation

Monitoring and Reporting Program and the Development Agreement for the 2185 Ogulin Canyon Road Commercial Cannabis Business Use Permit project.

PASSED AND ADOPTED on this 26th day of October, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman, Planning Commission

ATTEST: _____
City Clerk, Planning Commission

Attachment 3: Development Agreement 2021-04

**RECORDING REQUESTED BY AND
WHEN RECORDED MAILTO:**

City of Clearlake 14050

Olympic Dr.

Clearlake, CA 95422Attention:

City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee Exempt per Government Code §27383

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021 (the "Execution Date"), by and between the **CITY OF CLEARLAKE, a California municipal corporation** ("City") and Brian Pensack, Representative of Ogulin Hills, LLC ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.

- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner owns an approximately 20.94 acre property at 2185 Ogulin Canyon Road, Clearlake, CA, Assessor's Parcel No. 010-044-017 and proposes development and operation of cannabis cultivation, processing, manufacturing, distribution, and retail delivery with development of related facilities as described in more detail per development applications submitted to the City of Clearlake, on file with the City of Clearlake Community Development Department.
- D. Owner intends to operate a cannabis facility and operation. All such cannabis facilities shall operate in accordance with the California State Compassionate Use Act (Health & Safety Code § 11362.5) ("CUA"), the Medical Marijuana Program Act (Health & Safety Code §§ 11362.7 etseq.) ("MMPA"), and the 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued by the California Attorney General (the "AG Guidelines"), and Senate Bill 94, the Medicinal and Adult Use of Cannabis Regulation and Safety Act ("MAUCRSA"), creating a unified regulatory structure for adult use and medical cannabis, and all regulations promulgated by the responsible state agencies to implement MAUCRSA (collectively the "California Cannabis Laws"). Prior to operating a cannabis facility, Owner shall be required to obtain use and cannabis business regulatory permits from the City for the facility and operations.
- E. Ultimately, Owner intends to obtain state licenses issued pursuant to MAUCRSA to operate cannabis facilities at the Site, once such licenses are being issued.
- F. Owners presently intend to develop and open a cannabis operation on the Site consistent with the California Cannabis Laws and Project Approvals (known as the "Project").
- G. Owner applied to City for a development agreement and will subsequently need to obtain special use permits and regulatory permits for the Project. This Agreement, and the special use and regulatory permits, when and if issued by the City, shall collectively be referred to as "Project Approvals".
- H. The Project will maintain inventory of cannabis and cannabis products under the California Cannabis Laws.
- I. The City adopted a Zoning Ordinance permitting Cannabis Delivery Only Dispensaries and Cannabis Businesses (as those terms are defined in the applicable city ordinances) in strict compliance with the applicable California Cannabis Laws regulating delivery only dispensaries and cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions.
- J. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City a semi-annual fee based on the gross revenue of the operations, and an annual Facility Fee, as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Delivery Only Dispensaries and Cannabis Businesses.

- K. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied as the project is categorically exempt under CEQA guidelines sec. 15301, for modification of existing facilities.
- L. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City’s General Plan, zoning code and municipal ordinances.
- M. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.
- N. The City agrees that Owner’s land use entitlements for the Project shall vest for the term of this Agreement as described below.
- O. After conducting a duly noticed hearing on October 26th in conjunction with certain amendments and additions to the City’s Municipal Code, the Planning Commission of the City reviewed, considered and approved the Project and recommended approval of the execution of this Agreement to the City Council. The Planning Commission found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized zoning code; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- P. After conducting a duly noticed hearing on _____, in conjunction with amendments and additions to the City’s Municipal Code creating an allowable use, appropriate zoning, and comprehensive regulations for the proposed use, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Clearlake and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. **Binding Effect of Agreement.** The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Site as described in **Exhibit A (Legal Description)** and shown in **Exhibit B (Site Map)** and incorporates by reference all Development Approvals approved by the City for the Site. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Lake County Recorder. The word “Owner” as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, *e.g.*, changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. **Relationship of the Parties.** It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Owners will be deemed to be the agent of the other for any purpose whatsoever. City and Owners hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Owners joint ventures or partners.

3. **Term.** Except as otherwise specified herein, the term of this Agreement (the “Term”) is 3 years from the date the Owner begins commercial operation at the Project Site (“Operation Date”). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 **Term Extension – Third Party Issues.** Notwithstanding the Parties’ expectation that there will be no limit or moratorium upon the Project’s development or the issuance of building or other development related permits (a “Development Limitation”) during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Owner.

3.1.1 **Litigation.** Any third party-initiated litigation that arises from or is related to

any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party- initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Owner.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Owner, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

3.2.1. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.2 Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Project, notwithstanding that the Project activities may not be in precise

technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Owner shall have no right to engage in the Project activities at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Owner on a form acceptable to the City's Director of Finance to report to the City the gross receipts of the Project's operations and sales, as defined herein, in the Project during each semi-annual period starting January 1 and July 1 of each calendar year. Each Certified Report shall be certified as true and correct by a duly-authorized officer of Owner.

4.2. Development Approvals. "Development Approvals" means the land use entitlements approved by the City for the development of site improvements and buildings on the Site which define the permitted uses of the property, the density or intensity of use, and the maximum height and size of proposed buildings.

4.3. Production Fee. "Production Fee" shall mean a semi-annual fee remitted to the City by Owner based on the Gross Receipts of its Project operations, as defined below, in the amount of 5% of gross sales from operations.

4.4. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board.

4.5. Facility Fee. Facility Fee shall mean an annual fee remitted to the City by Owner in the amount of \$2 per gross square foot of the entire Project facility. The Facility Fee shall be paid annually, starting July 1st of each year. A late fee of 5% of the amount due shall be added to any payment 5 days past due. Fees later than 30 days past due will constitute a breach subject to Section 20 of this agreement.

4.6. Semi-Annual Production Fee. The semi-annual Production Fee will be due no later than July 30th for the preceding period of January 1st through June 30th and no later than January 31st for the preceding period of July 1st through December 31st. A late fee of 5% of the amount due shall be added to any payment 30 days past due.

4.7. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land,

including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. “Land Use Regulations” do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.7.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.7.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.7.3. The control and abatement of nuisances;

4.7.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.7.5. The exercise of the power of eminent domain.

4.8. “Existing Land Use Regulations” means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.9. “Gross Receipts” means 5% (five percent) for 1) wholesale and retail sales of cannabis products by Owner to third parties.

5. Fee Payments by Owner. In consideration of City’s entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Owner’s compliance with this Agreement, California Cannabis Laws and the City’s municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Semi-annual payments of the Production Fee by Owner to the City as specified in Section 7 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis cultivation.

5.2. Facility Fee Payments by Owner. Annual payments of the Facility Fee by Owner to the City. The obligations of Owner under this Section shall survive the expiration or any earlier termination of this Agreement, but the Facility Fee shall cease if any City-wide tax is imposed specifically on Cannabis cultivation.

5.3. Sales Tax Point of Sale. Owner agrees that Clearlake will be designated as the point of sale for all operations, as allowed by law.

6. Community Participation. Owner agrees to participate in the community as a good corporate citizen and sponsor events and organizations that improve the community.

6.1. Clearlake Chamber of Commerce. Owner agrees to immediately apply for membership in the Clear Lake Chamber of Commerce and, if accepted, maintain an annual membership in good standing.

7. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

7.1. Remittance of Production Fee/Certified Reports. Within thirty (30) calendar days following the end of each semi-annual period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production Fee for that Operational Period as identified in the Certified Report. Owner shall pay Production Fees to the City on a semi-annual basis without exception. Any material misstatement or misrepresentation in the Certified Report and any failure to pay Production Fees when due shall constitute events of default by Owner subject to the default provisions of this Agreement.

7.2. Maintenance of Records. Owner shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Owner shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Owner and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

7.3. Audit. Within ninety (90) calendar days following the end of each semi-annual payment term, the City may conduct an audit or arrange for a third-party independent audit, at Owner's expense, of Owner records regarding Certified Reports and the Production Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Owner, and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Owner shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Production Fee, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production Fee, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent semi-annual payment of Production Fees.

8. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

8.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

8.2. Enhanced Design Requirement. Owner shall submit a design plan for

the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum upgraded fencing and landscaping improvements consistent with the Community Character and Design Policies in the City's General Plan.

8.3. Maintain & Operate Project. Owner shall maintain and operate the Project on the Site throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.

8.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Owner, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

9. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

9.1. Expeditious Services. City shall process applications and address questions and concerns raised by Owner representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon Owner's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project's development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

9.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Cultivation Operating Standards adopted by the City Council, which may be amended at the City's discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

9.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and

customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Owner promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

9.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

10. Effect of Agreement.

10.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants to Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

10.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

10.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

10.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or to impose any other limitation that may affect the Project.

11. Specific Criteria Applicable to Development of the Project.

11.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

11.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

11.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

12. Permitted Delays; Supersedure by Subsequent Laws.

12.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

12.2 Supersedure of Subsequent Laws or Judicial Action.

12.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

13. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Owner. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Owner. To the extent allowable by law, the Owner shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Owner finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Owner, to determine whether a requested clarification may be effectuated pursuant to this Section or

whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any operating Memoranda hereunder without further City Council action.

14. CEQA. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, Title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied based on the Project being categorically exempt.

15. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

16. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent may be withheld in City's sole discretion. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent.

17. Review for Compliance.

17.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

18. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

18.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

18.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to City: City of Clearlake
 14050 Olympic Drive
 Clearlake CA 95422 Attention: City Manager

With copy to: Jones & Mayer, City Attorney8150 Sierra College Blvd., Suite 190
 Roseville California 95661 Attention: Ryan R. Jones, Esq.

If to Owner: Ogulin Hills, LLC
 637 Lindaro St., Suite 201, San Rafael, CA 94901

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent

by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

20. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Owner shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Owner's rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

21. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

22. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or

if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

25. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

26. Authority to Execute. All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

27. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrances of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

28. Encumbrances on Real Property.

28.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

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

28.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

28.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

28.5 Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not

cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

29. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

30. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Lake County, California.

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

32. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

33. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

34. Waiver. Failure by a Party to insist upon the strict performance of any of this

Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

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

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

37. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

38. Jointly Drafted. It is agreed among the parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

39. Independent Legal Counsel. Each party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

40. Further Cooperation. The parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this

Agreement.

41. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

“CITY”

CITY OF CLEARLAKE, CA a California
Municipal Corporation

Date: _____, 2021

By: _____

Mayor

Attest:

By: _____

City Clerk

Approved as to form:

Jones & Mayer

By: _____

Ryan R. Jones, Esq.

City Attorney

“OWNER”

Ogulin Hills, LLC, Brian D. Pensack, Manager

By: _____

Date: _____, 2021

Brian D. Pensack, Manager

EXHIBIT A: LEGAL DESCRIPTION

Real property in the City of Clearlake, County of Lake, State of California, described as follows:
PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY
RECORDER OF SAID LAKE COUNTY ON MARCH 22, 1984, IN BOOK 25 OF PARCEL MAPS AT
PAGE 3, LAKE COUNTY RECORDS.

APN: 010-044-170-00

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
(Date) (Here Insert Name and Title of the Officer)

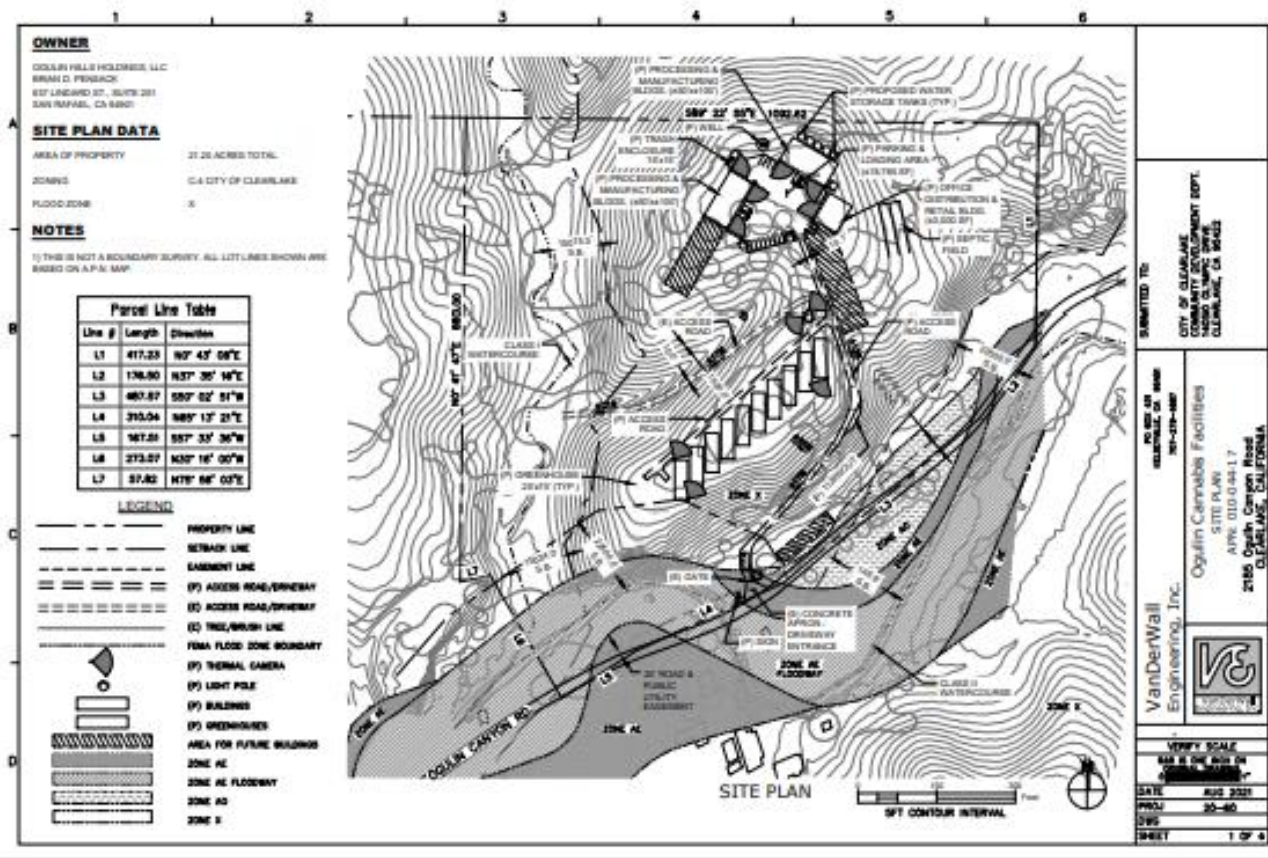
personally appeared _____,
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

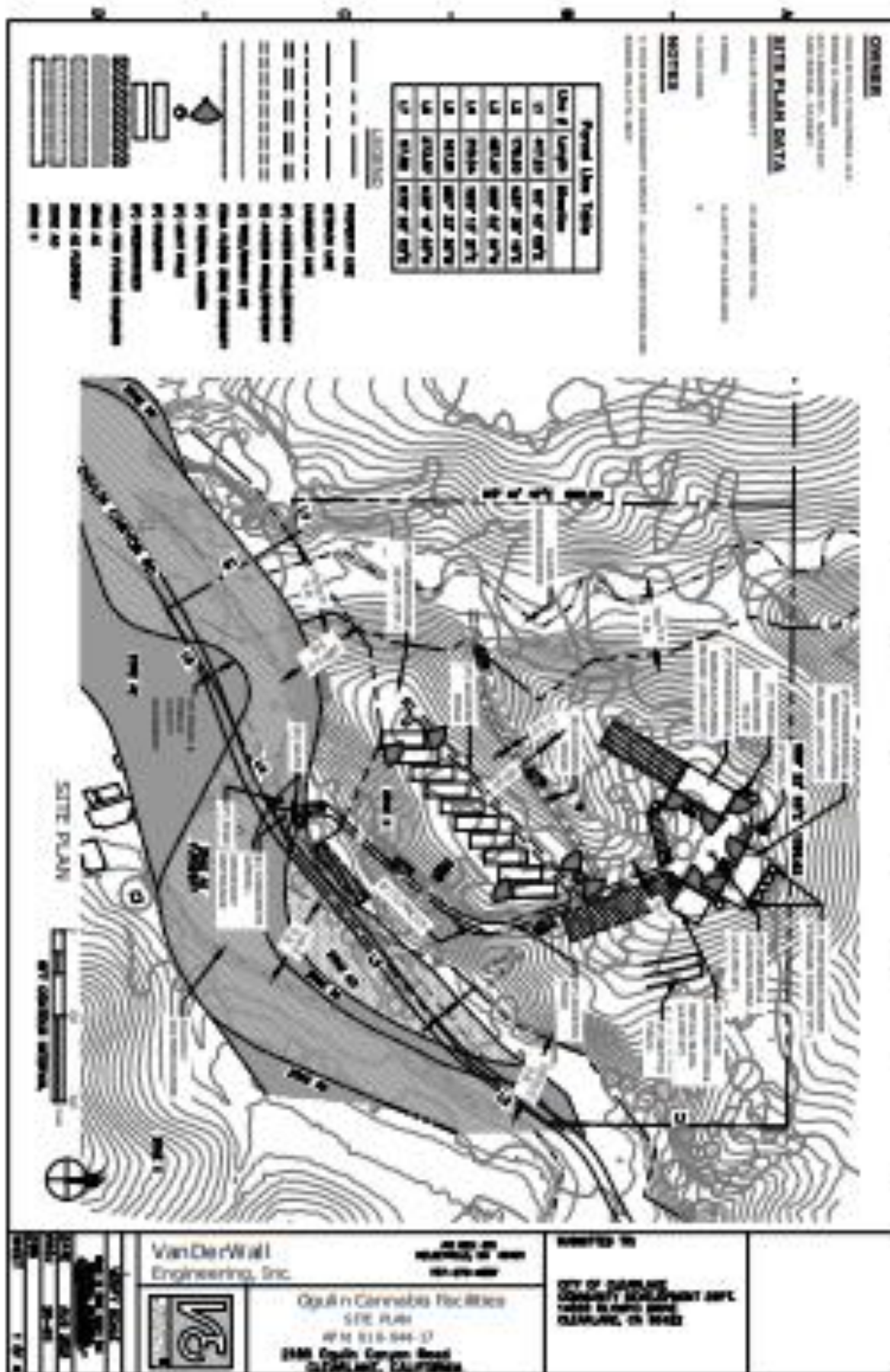
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

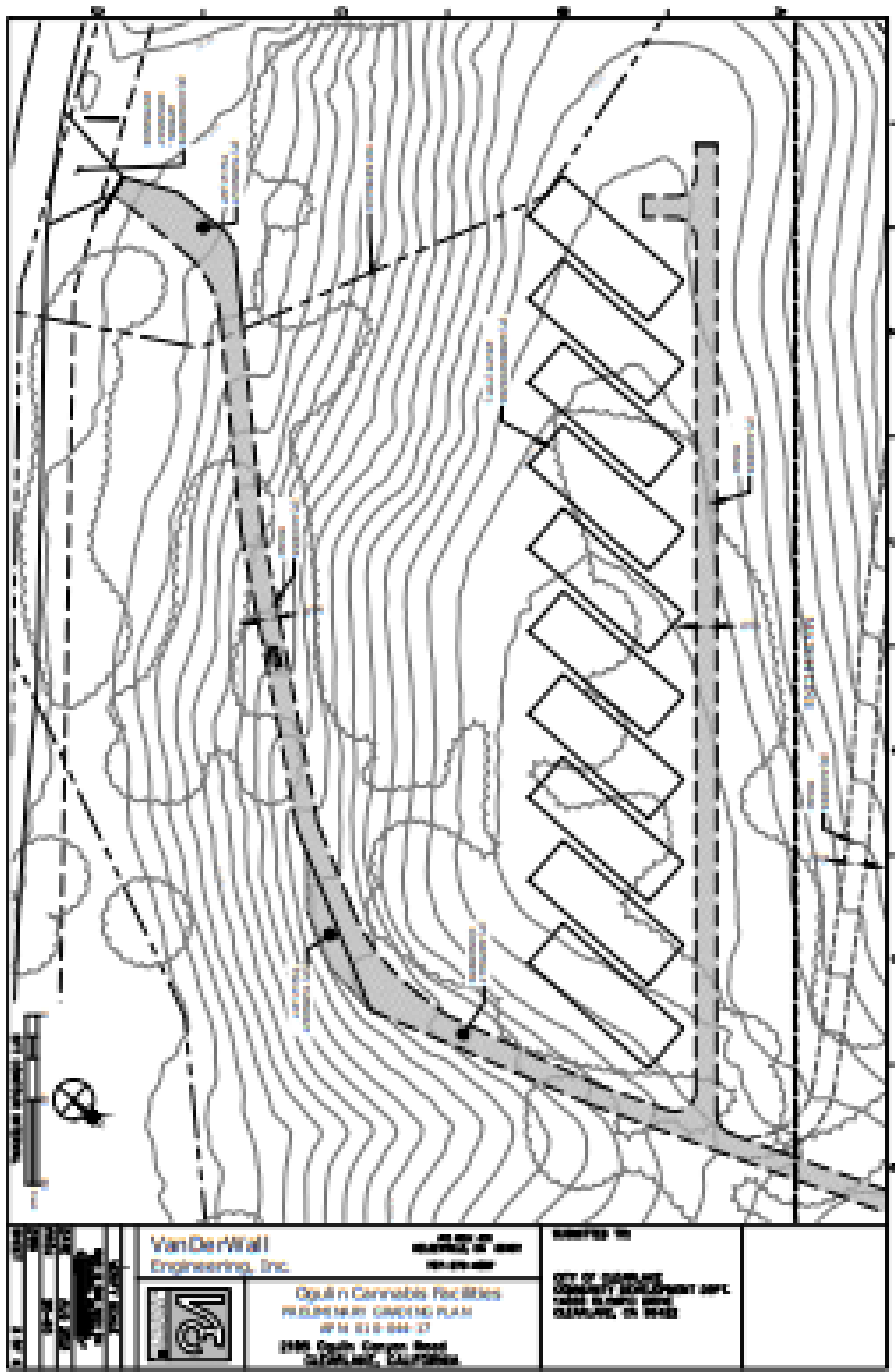
WITNESS my hand and official seal.

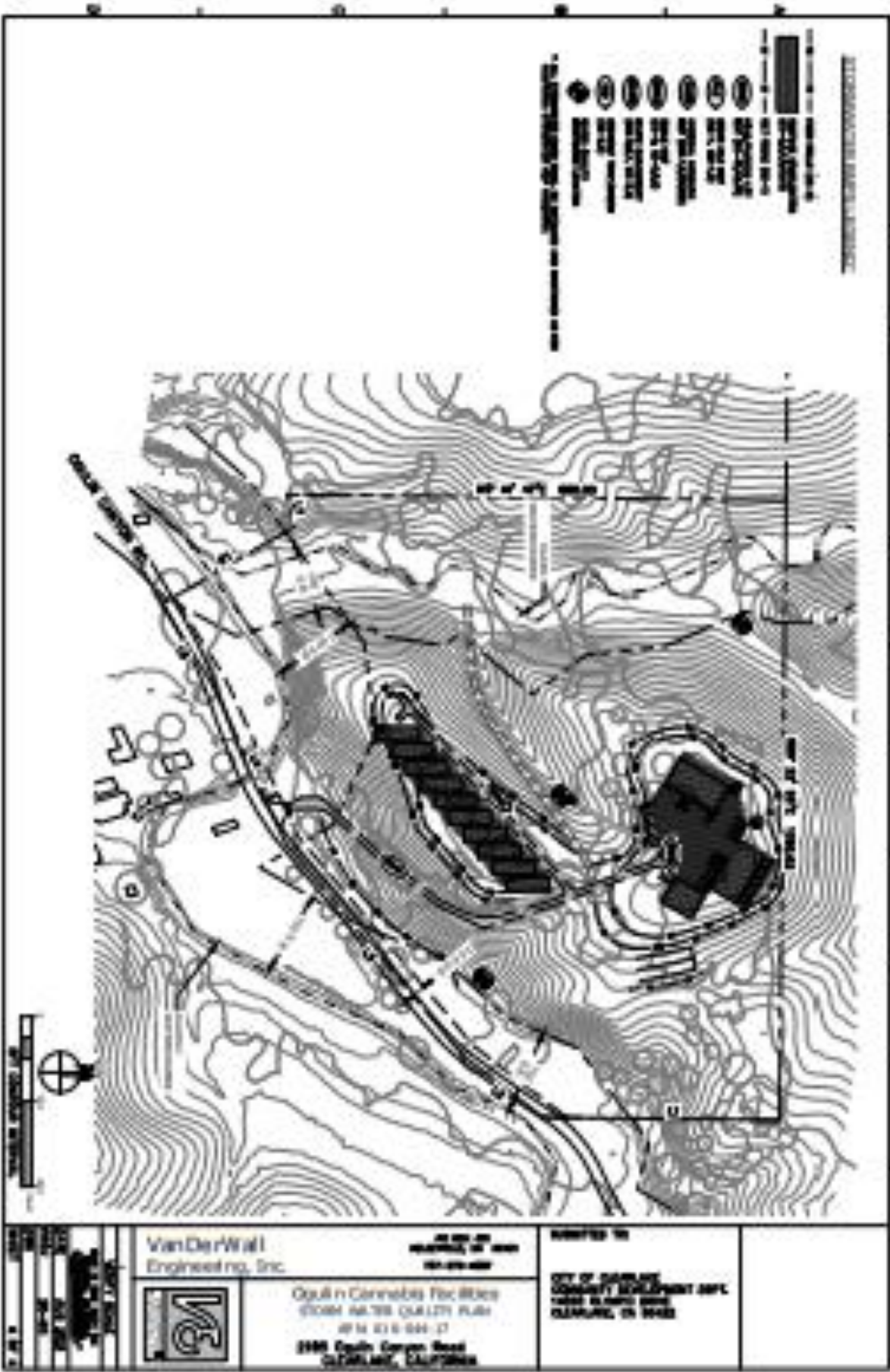
Signature _____ (Seal)
(Signature of Notary Public)

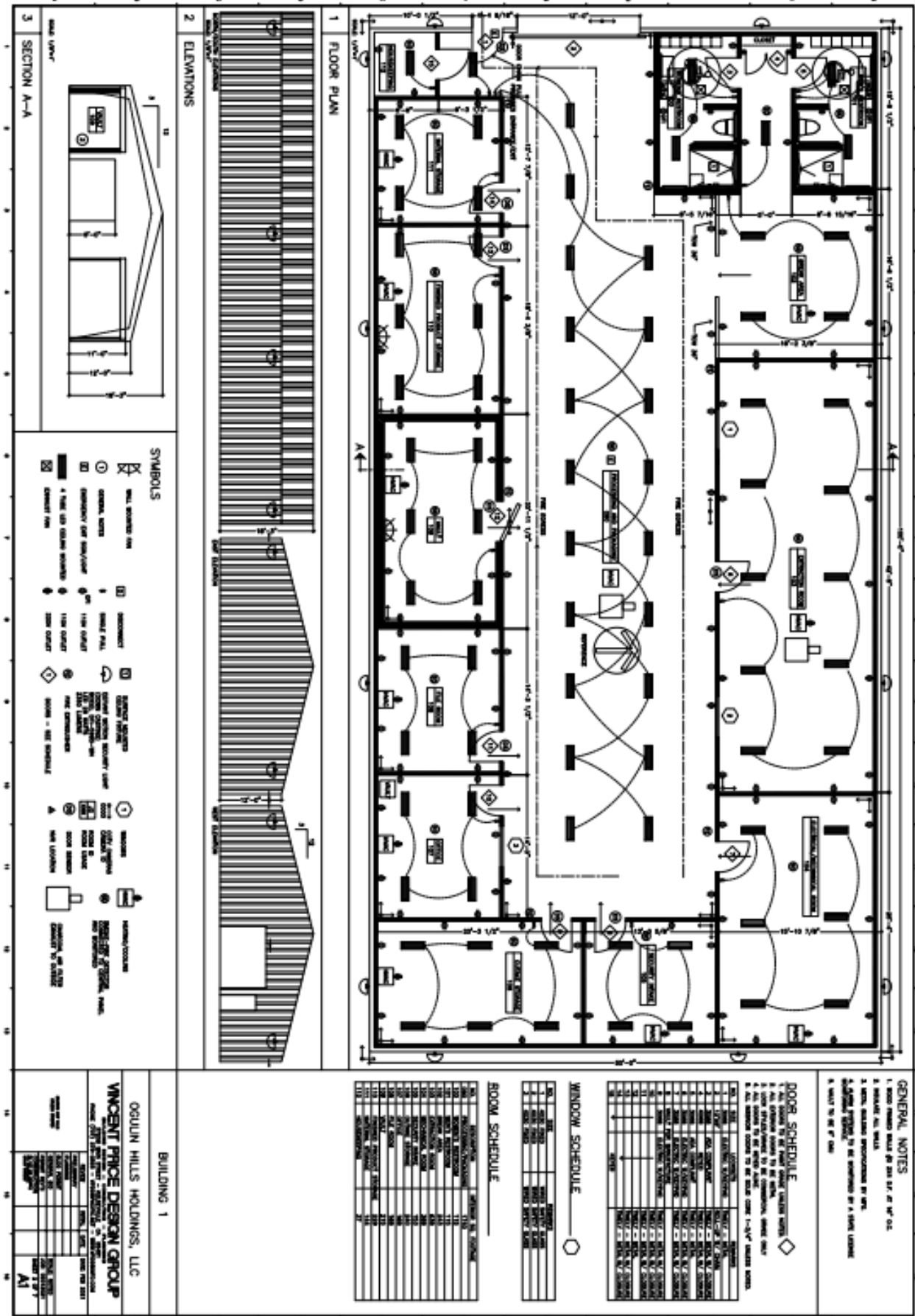


















PLANNING COMMISSION MEETING

Clearlake City Hall Council Chambers
14050 Olympic Dr, Clearlake, CA

Tuesday, November 09, 2021

6:00 PM

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Commission Members to attend Planning Commission meetings telephonically. On June 11, 2021, Governor Newsom extended this Order through September 30, 2021. Please be advised that some, or all, of the Clearlake Planning Commission Members may attend this meeting telephonically.

The Planning Commission meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel (https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for Commission consideration by sending them to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the Planning Commission adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

AGENDA

MEETING PROCEDURES: *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the Planning Commission prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at mswanson@clearlake.ca.us at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

AGENDA REPORTS

Staff reports for each agenda item are available for review at www.clearlake.ca.us. Any writings or documents pertaining to an open session item provided to a majority of the Planning Commission less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at www.clearlake.ca.us.

Zoom Link: <https://clearlakeca.zoom.us/j/82241493046>

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. ADOPTION OF THE AGENDA *(This is the time for agenda modifications.)*

D. BUSINESS

1. Swearing In of Newly Appointed Planning Commissioner
2. Appointment of the Chair/Vice Chair
Recommended Action: By motion, nominate Chair/Vice Chair

E. PUBLIC COMMENT: *This is the time for any member of the public to address the Planning Commission on any matter not on the agenda that is within the subject matter jurisdiction of the City. **The Brown Act, with limited exceptions, does not allow the Commission or staff to discuss issues brought forth under Public Comment.** The Commission cannot take action on non-agenda items. Concerns may be referred to staff or placed on the next available agenda. Please note that comments from the public will also be taken on each agenda item. Comments shall be limited to three (3) minutes per person.*

F. PUBLIC HEARING

3. CONTINUED FROM OCTOBER 26, 2021: Consideration of Conditional Use Permit Applications CUP 2021-05 through 2021-08 for the development of a Commercial Cannabis Operation, corresponding Mitigated Negative Declaration based on Initial Study 2021-02 and companion application Development Agreement DA 2021-04 located at 2185 Ogulin Canyon Road, further described as Assessor Parcel Number 010-044-017. Recommended Action: Staff recommends approving Resolutions No. PC 2021-21 and 2021-22 recommending the Mitigated Negative Declaration and the Development Agreement to the City Council for approval and authorizing Conditional Use Permits 2021-05 through 2021-08 for the operation of a cannabis business at 2185 Ogulin Canyon Road, further described as APN 010-044-017.

G. CITY MANAGER AND COMMISSIONER REPORTS

H. FUTURE AGENDA ITEMS

I. ADJOURNMENT

POSTED: November 3, 2021

BY:

A handwritten signature in blue ink that reads "Melissa Swanson". The signature is fluid and cursive, with the first name "Melissa" and the last name "Swanson" clearly distinguishable.

Melissa Swanson, Administrative Services Director/City Clerk



CITY OF CLEARLAKE

Planning Commission

STAFF REPORT	
SUBJECT: Conditional Use Permits CUP 2021-05, 06, 07, 08 Mitigated Negative Declaration IS 2021-02 and Development Agreement DA 2021-04	MEETING DATE (Regular): 10/26/2021
SUBMITTED BY: Mark Roberts, Planning Department	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	
LOCATION: 2185 Ogulin Canyon Road APN: 010-044-017	APPLICANT/OWNER: Ogulin Hills Holdings, LLC Rep. Brian Pensack,
ZONING: Industrial ("I"); Cannabis Business ("CB")	GENERAL PLAN: Industrial

WHAT IS BEING ASKED OF THE PLANNING COMMISSION:

The Planning Commission is being asked to consider *Conditional Use Permit Applications CUP 2021-05, through UP 2021-08*, and corresponding environmental assessment/Mitigated Negative Declaration IS 2021-02 to establish and operate a Commercial Cannabis facility at 2185 Ogulin Canyon Drive. Specifically, the following use permits are being requested in accordance with Section 18-43 of the Clearlake Zoning Ordinance:

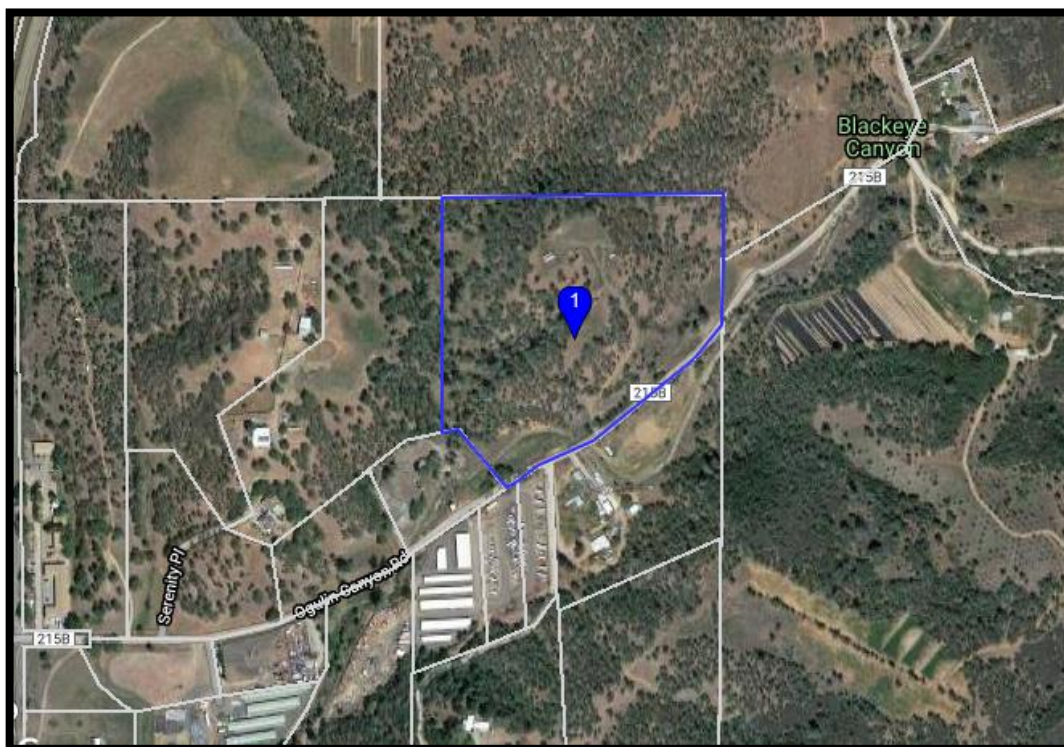
- **CUP 2021-05 – Manufacturing:** compounding, blending, extracting, infusing or otherwise making or preparing and packaging the cannabis product.
- **CUP 2021-06 – Cannabis Cultivation/Processing:** germinating, cloning, seed production, planting, growing and harvesting cannabis plants. Also may include on-site drying, curing, grading, or trimming of cannabis plants, as well as the processing of raw cannabis plants for the purpose of manufacturing, distribution and retail delivery.
- **CUP 2021-07 – Distribution:** procuring cannabis plants from permitted cannabis cultivation sites or cannabis manufacturers for sale to permitted cannabis dispensaries and the inspection,

quality assurance, batch testing by a Type 8 licensee, storage, labeling, packaging, and other processes prior to permitted medical cannabis dispensaries.

- **CUP 2021-08 – Retail Dispensary; Delivery Only:** The commercial transfer of cannabis or cannabis products from a licensed or permitted dispensary to a customer. “Delivery” also includes the use by a licensed or permitted dispensary of any technology platform owned or accessed via software license that enables the consumer to arrange for or facilitate the commercial transfer of cannabis by a licensed dispensary or retailer of cannabis or cannabis products. Note: the facility will not be open to the public.
- **Development Agreement, DA 2021-04:** The project also includes Planning Commission review and recommendation on a Development Agreement (Attachment 3) as required by the Zoning Code.
- **Mitigated Negative Declaration Initial Study IS 2021-02:** Pursuant to California Environmental Quality Act (CEQA) guidelines staff prepared an Initial Study to assess the potential adverse environmental effects of the proposed project, reduced to a level of non-significance subject to a number mitigation measures.

BACKGROUND/DISCUSSION:

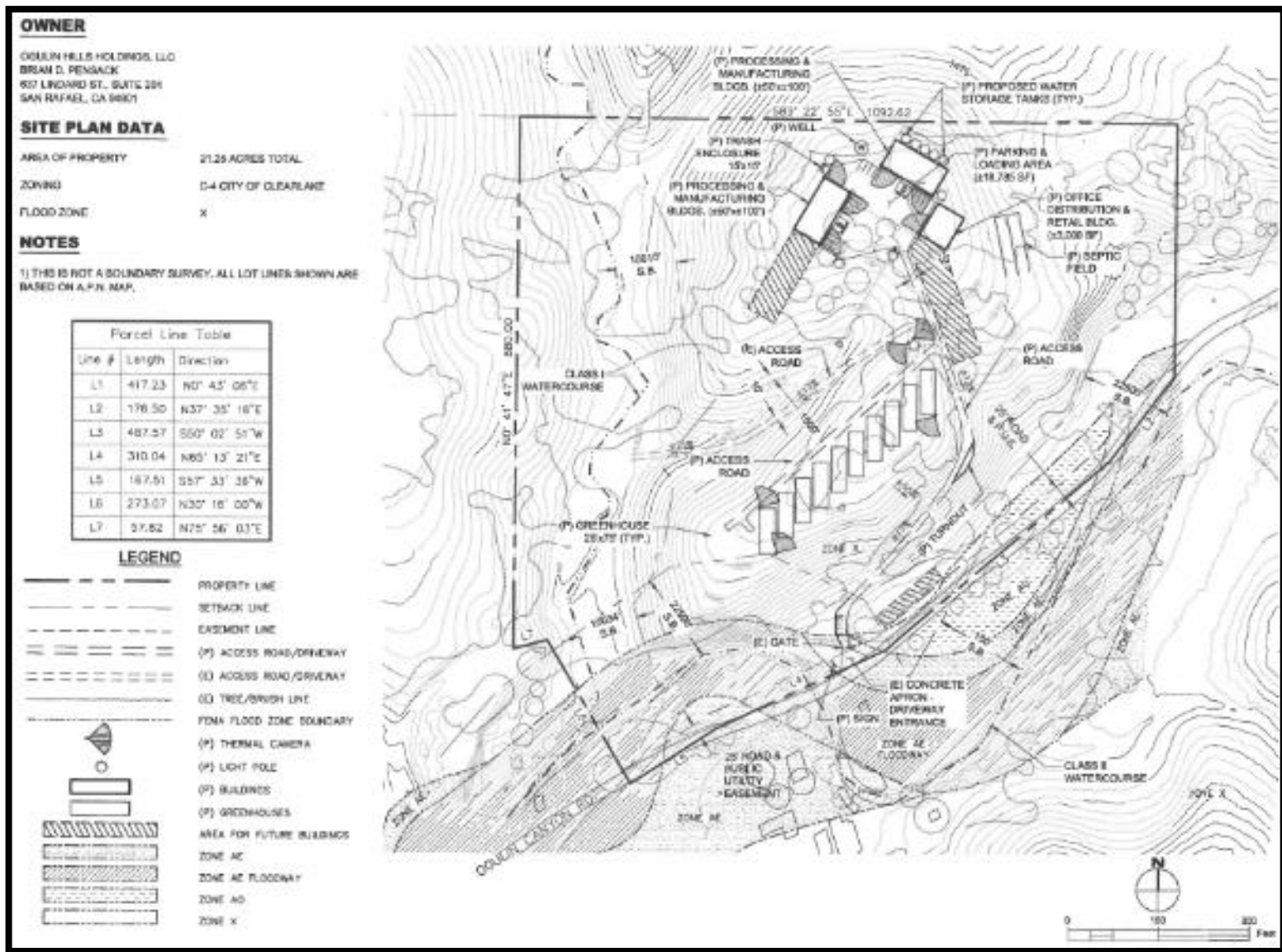
The applicants are requesting approval of a series of conditional use permits to develop a commercial cannabis operation at 2185 Ogulin Canyon Drive. The project site is approximately 21.25 acres in size and is located in Industrial zoning in the northwest section of the of the City.





As illustrated on the site plan below, the proposed project involves development of a cannabis operation including:

- Two – 5,000 Square feet (10,000 sq. ft. total) for manufacturing, and processing,
- A 3,000 square foot building for distribution, retail delivery only and office building
- Ten greenhouses (1,875 sq. ft. each) structures for a total square footage of 18,750.
- Approximately five water storage tanks (size to be determined)
- 15'X15' (225 sq. ft.) trash enclosure
- The project is anticipated to have up to up to ten employees during typical operations and up to twenty-five employees during harvest season



- The project site is accessible from an existing gated accessway (located on the north side of Ogulin Canyon Road). This driveway extends north onto the property and then extends off to the west, east, and northeast up the hill and terminates at the top of the hill at the north end of the parcel into the parking area where the three new buildings will be constructed. A secondary road connects into the driveway near the center of the parcel and extends east to west. The greenhouse structures will be sited off this secondary road below the main buildings.
- The two 5,000 sq. ft. buildings will be a simple design of prefabricated metal with a gable roof. Both of the large metal building will have an overhead rollup door for loading and unloading deliveries. The third building is similar in design and materials but smaller at 3,025 sq ft and will serve as the office and retail space. The development will have a total of 42 parking spaces including a minimum of four accessible spaces as illustrated on the site plan.

Operation and Business Plans: The applicants have submitted a number of plans as required per section 18-43.060 of the zoning ordinance, related to the operation and production of the commercial cannabis business including:

- Business Plan
- Workers Health and Safety
- Dust Control
- Water Availability and Usage Analysis

GENERAL PLAN CONSISTENCY, AND ZONING AND DESIGN STANDARDS COMPLIANCE:

General Plan Consistency:

- The General Plan identifies the project site for industrial land uses. The project involves commercial agriculture, processing and distribution would be consistent with the industrial land use. There are also a number of general plan policies which promote economic and job creation which this project proposes. For example, the Economic Development Element supports the development of diverse businesses in the community. Policy ED 1.1.2 states “Support a healthy mix of local businesses and mid-sized companies. “Policy ED 3.1.1 states “Prioritize economic activities that utilize Clearlake's natural geographic location in the region”. Program ED2.1.1.2 states: “Incorporate light industry and compatible uses along State Route 53”.

Zoning Ordinance Regulations:

- The proposed operations would involve cultivation, manufacturing and processing, distribution to dispensaries of cannabis. The project is anticipated to have up to up to ten (10) employees during typical operations and up to twenty-five (25) employees during harvest season. The business would operate every day 8 a.m. to 5 p.m.
- The project is located in the Commercial Cannabis Business District and the proposed operations and development is subject to a commercial cannabis business use permit (issued by the Planning Commission) in accordance with Section 18-43.060 of the Zoning Code. Section 18-43.020 (C) of the Code also requires concurrent processing and approval of a Cannabis Regulatory Permit (issued by the City Manager) and a Development Agreement (approved by the City Council).
- In addition to the use permits required for the operation, the project also requires a *Commercial Cannabis Regulatory Permit* per section 5-25 of the Police Code issued by the City Manager. These regulations may seem to be redundant to the use permits because the criteria for review are similar to the use permit considerations of the Planning Commission, but provides consistency with State Cannabis regulations and provides the City the ability to more

immediately enforce the regulations and cease operations if there is an immediate threat to the public health and safety.

Off-Street Parking:

- As indicated on the site plan (Attachment 4), 42 parking spaces are proposed on site for the project and there appears to be sufficient loading area in front of the roll up doors although these areas are not specifically designated as loading “spaces”. The number of parking spaces complies the number of required spaces per the City’s Off-Street Parking Code requirements for the size of buildings proposed:

Distributor or Manufacturer	1 space per 800 sf processing area and 300 sf of office area.	1 space per 20,000 sf.
Nursery/Cultivation	1 space per 1,000 sf nursery or cultivation area and 1 space per 300 sf of office or processing floor area	1 space per 20,000 sf.

The parking lot design complies with the City’s Parking Design Standards in terms of size, orientation and access.

Exterior Lighting:

- The applicant has not provided a lighting plan at this time. Any new lighting will be subject to compliance with **Section 18-20.120** of the Zoning Code regarding night sky preservation as well as the City’s *Lighting Standards*. Use permit conditions of approval requires submittal and approval by staff of a detailed lighting plan that complies with these standards.

Trash/Recycling Containment:

- In accordance with **Section 18-20.070**, a 15’ x 15’ trash enclosure plan for storage of recycling and trash will provided adjacent to building no. 2. A condition of approval requires that such installation shall be completed, consistent with the City’s *Trash/Recycling Enclosure Design Standards* prior to occupancy.

Signage:

- The applicant has not indicated any new signage for the facility. As a condition of approval, the applicant will need to submit a sign program (if proposed in the future) for staff review for compliance with the Zoning Code prior to installation of any signs.

Landscaping:

- Application materials did not include any upgrades to landscaping, which would have to be compliant with the City's *Landscaping and Irrigation Standards*. Use permit conditions of approval requires submittal and approval by staff of a detailed landscaping and irrigation plan that complies with these standards (specifically for the parking area).

ENVIRONMENTAL REVIEW (CEQA):

Initial Study 2021-02 and Mitigated Negative Declaration

- Pursuant to California Environmental Quality Act (CEQA) Guidelines staff prepared an Initial Study to assess the potential adverse environmental effects of the proposed Project. The study concludes that any potentially significant adverse environmental impacts from the project would be reduced to a level of non-significance subject to a number mitigation measures.
- This proposed mitigated negative declaration of environmental impact was noticed and circulated for agency review and comment in accordance with CEQA. Four written agency comments were received regarding the Draft MND during the public review period. These comments and staff responses can be reviewed in Attachment 5 of this report. The more substantive comments were from the California Department of Cannabis Control (DCC), a responsible agency who would be issuing State Cannabis licenses for the project if the City approves the project.
 - The City responded to the DCC's initial letter of August 8, 2021, making some clarifying adjustments to the initial study, but none of these changes substantially changed the environmental analysis or mitigation measures which did not warrant recirculation of the document.
- The Final Initial Study was then transmitted to the DCC for further comment. The DCC then submitted an additional letter of September 10, 2021, again noting more detailed concerns with the project's environmental impacts; substantively, concerns with the specific manufacturing process that is proposed. To respond to the DCC's comments on manufacturing process, the applicant submitted more detailed (see Attachment 7). This attachment includes specific staff responses to all of DCC's comments. This staff report will be circulated to the DCC for further opportunity to comment on the project to the Planning Commission during the public hearing. As noted in Attachment 7, the City and applicant have diligently addressed continuing comments of the DCC. Staff feels that through this more extensive outreach to DCC and responses to their ongoing comments, that the City has diligently and adequately responded and that the final initial study and proposed mitigated negative declaration for this project is adequate.
- In accordance with CEQA, the Planning Commission will need to concur with the adequacy of the Final Initial Study and proposed mitigated negative declaration before taking action to approve the project and moving this project forward to the City Council for final determination

(on the Development Agreement). Because the City Council will be taking the final action on the project, regarding the Development Agreement, in accordance with the City's Environmental Guidelines, the Council will need to make the final action of issuing the mitigated negative declaration. The Council's determination on the adequacy of the mitigated negative declaration will be based on staff/Commission recommendation.

WATER AVAILABILITY AND USAGE

- A Water Availability Analysis (Attachment 9) has been prepared for the proposed project. It states that water for both domestic and irrigation uses will be delivered from an existing permitted water well. The well is approximately 375 feet deep and has a capacity of 80 gallons per minute. The water system will use ground water pumped from the well directly into five 10,000-gallon water tanks for distribution to the building(s) plumbing system and to the greenhouses for irrigation. Additional water tanks may be installed in the area of the greenhouses if necessary and a water meter will be installed with consumption logged daily.
- The report indicates that a project of this size (10 greenhouses totaling 18,750 sq. ft) calculates to less than 0.5 acres with a daily requirement of about 1 gallon of water per minute. Using 1,500 gallons per day for 0.5 acres of cannabis canopy, 300 grow days annually, the annual irrigation water demand for the project is estimated to be 450,000 gallons per year. The estimated total water demand for the project is 582,000 gallons per year (450,000 gallons+132,000 gallons). The yield of the well on the property is 80 gallons per minute, with a capacity in excess of 9.9 million gallons per year (40 hours/week x 52 weeks/year x 80 gallons/minute).
- The report also indicates the facility will implement the following water conservation practices:
 - Selection of plant varieties that are suitable for mixed light cultivation.
 - The use of driplines and drip emitters (instead of spray irrigation).
 - Mulch to reduce evaporation.
 - Water application rates modified from data from soil moisture meters and weather monitoring.
 - Rooftop rainwater collection (where feasible and permitted).
 - Shutoff valves on hoses and water pipes.
 - Daily visual inspections of irrigation systems.
 - Immediate repair of leaking or malfunctioning equipment.
 - Water metering and budgeting.
 - Practices to prevent discharges from water supply equipment.
 - Water application rates minimized as necessary to prevent runoff and water equipment leaks repaired immediately.
 - Water filtration systems to be installed.
 - Tanks will supply gravitational head to the irrigation system. PVC pipes will deliver the water to the plants.
 - Mixing tanks will be used to mix liquid fertilizers, which will then be injected into

the irrigation system supply lines.

- At each planting station, black polyvinyl flexible tubes and drip emitters will be used to irrigate the plants.

The report concludes that there is adequate water available for the proposed operation.

AGENCY AND PUBLIC REVIEW:

Staff received the comments from the following public agencies.

- Lake County Health Services Department, Environmental Health Division
- Central Valley Water Quality Control Board
- Lake County Fire Protection District
- Lake County Air Quality Management District
- CA State Department of Cannabis Control

Table 1 (Attachment 6) summarizes the public agency comments received during the 30-day review period.

DEVELOPMENT AGREEMENT:

- A Development Agreement allows a project sponsor to secure vested rights, and it allows the City to secure certain benefits. Development Agreements are enabled by California Government Code Sections 6584-65869.5. Per state law, the City Council must approve a Development Agreement by Ordinance upon the Planning Commission making a recommendation of support for the requested Agreement. Once approved, development agreements are recorded with the County Clerk. As required per section 18-43.020(c) for cannabis operations and in compliance with section 18-30 of the zoning ordinance, Attachment 3 of this report consists of the draft Development Agreement DA 2021-04.

Section 18-30.070 of the zoning ordinance outlines the following procedures for development agreements:

- a) The Planning Commission shall consider the proposed Development Agreement and shall make its recommendation to the council. The recommendation shall include whether or not the proposed Development Agreement meets the following findings:*
- b) The proposed Development Agreement is consistent with the Clearlake General Plan and any applicable Specific Plan;*
- c) The proposed Development Agreement complies with zoning, subdivision and other applicable ordinances and regulations;*

d) The proposed Development Agreement promotes the general welfare, allows more comprehensive land use planning and provides substantial public benefits or necessary public improvements, making it in the City's interest to enter into the Development Agreement with the applicant; and

i. The proposed project and Development Agreement:

ii. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding area;

iii. Will be appropriate at the proposed location and will be compatible with adjacent land uses;

or

iv. Will not have a significant adverse impact on the environment.

- The term of this Agreement will be for three years from the date the owner begins operation with the ability for an extension of seven additional years upon approval by resolution of the City Council with the owner being in full compliance with the conditions of the Agreement. A separate resolution from the Planning Commission recommending approval of the development agreement is included in this report.
- The applicant has reviewed the Draft. If the Commission recommends approval of the Development Agreement, it will be reviewed by the City Attorney and then formally transmitted to the City Council for adoption.

RECOMMENDATION:

Staff recommends option no. 1 below – that the Planning Commission approve Resolution No. 2021- 21 recommending approving the Mitigated Negative Declaration and the Development Agreement to the City Council and approve a second Resolution PC 2021-22 approving use permits CUP 2021-05 through CUP 2021-08 to allow a commercial cannabis facility to be developed and operated at 2185 Ogulin Canyon Road with conditions of approval as attached.

MOTION/OPTIONS:

1. Move to Adopt Resolution PC 2021-21, A Resolution of the Planning Commission of the City of Clearlake Recommending Approval of a Mitigated Negative Declaration based on Initial Study 2021-02 and Development Agreement DA 2021-04 to the City Council. And Move to Approve Resolution PC 2021-22, A Resolution of the Planning Commission of the City of Clearlake Approving Conditional Use Permits CUP 2021-05 through CUP 2021-08 for the development of a Commercial Cannabis Operation located at 2185 Ogulin Canyon Road.

2. Move to Deny Resolutions PC 2021-21, and PC 2021-22 and direct staff to prepare appropriate findings.
3. Move to continue the item and provide alternate direction to staff.

Attachments:

- 1) Resolution PC 2021-22 with Conditions of Approval (Exhibit A)
- 2) Resolution PC 2021- 21 Development Agreement Recommendation
- 3) Development Agreement
- 4) Site Plan, Elevations, Floor Plans, Site Photographs
- 5) Mitigated Negative Declaration
- 6) Table 1 – Response to Public Agency Comments
- 7) Description of Manufacturing Process
- 8) Project Business and Operation Plans
- 9) Water Availability Analysis

Attachment 1: Resolution for Conditional Use Permits Approval**RESOLUTION No. PC 2021-22**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CLEARLAKE APPROVING CONDITIONAL USE PERMITS, CUP 2021-05 THROUGH CUP 2021-08 AND COMMERCIAL CANNABIS REGULATORY PERMIT CBRP 04-2021, FOR THE DEVELOPMENT AND OPERATION OF A COMMERCIAL CANNABIS FACILITY ON PROPERTY LOCATED IN THE “I” INDUSTRIAL, AND CANNABIS BUSINESS ZONING DISTRICTS AT 2185 OGULIN CANYON ROAD, CLEARLAKE, CALIFORNIA, APN: 010-044-017

WHEREAS, **Ogulin Hills Holdings, LLC - Rep;** Brian Pensack applied for approval of Cannabis Business Use Permits for cultivation, manufacturing, distribution for property located at 2185 Ogulin Canyon Road, Clearlake, CA, in the I, Industrial, and CB, Commercial Cannabis Business Zoning Districts, APN 010-044-017; and

WHEREAS, Cannabis Business Use Permit Applications CUP 2021-05 through CUP 2021-08 have been made in accordance with Section 18-43, Commercial Cannabis of the Municipal Code, which refers to Commercial Cannabis Uses; and

WHEREAS, a companion application, Development Agreement DA 2021-04 has been filed for commercial cannabis operations by Brian Pensack, et al at the same location; and

WHEREAS, the Initial Study identified potentially significant adverse effects in the areas of air quality, biological resources, hazardous materials, and noise; and

WHEREAS, mitigation measures that avoid the effects or mitigate the effects to a point where clearly no significant effects would occur have been identified through the Initial Study (applicant has agreed to all mitigation measures in accordance with CEQA); and

WHEREAS, a Mitigation Monitoring and Reporting Program has been prepared in accordance with City of Clearlake Environmental Review Guidelines and related regulations and is designed to ensure compliance during Project implementation; and

WHEREAS, the City determined that the mitigation proposed in the Mitigation Monitoring and Reporting Program would reduce the impacts to a less than significant level and a Mitigated Negative Declaration (MND) should be prepared; and

WHEREAS, the City distributed a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration for the Project on June 30, 2021, which started a 30-day public review period, ending August 6, 2021. The NOI was posted at the Lake County Clerk / Recorder’s office, distributed through the State Clearinghouse, posted at City offices, and mailed to project stakeholders, property owners, and residents within a 600 foot radius of the Project; and

WHEREAS, the City received four written comments within the 30-day public review period; and

WHEREAS, the City responded to all comments by preparing a final initial study and mitigated negative declaration, and the Planning Commission staff report, that adequately address these comments and found these documents adequate to complying with the CEQA, the City’s Environmental Review Guidelines and related regulations; and

WHEREAS, the proposed project is consistent with the General Plan which designates the project site as Industrial; and

WHEREAS, In accordance with Section 18-28.040 of the Zoning Code the use as proposed will not be detrimental to the health, safety or welfare of persons working or living at the site or within the vicinity; and

WHEREAS, the Planning Commission has considered this project on this date at a duly noticed public hearing, the staff report, public testimony, and found that the project is compatible with the surrounding area, it will not be detrimental to adjacent property owners or the public at large, and approval is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Clearlake as follows:

A. Recommend Adoption of the Mitigated Negative Declaration

1. The Planning Commission finds that the Mitigated Negative Declaration was presented to the Planning Commission, that the Planning Commission has reviewed the Mitigated Negative Declaration prepared for the 2185 Ogulin Canyon Road Commercial Cannabis Business Use Permit (the “Project”), all staff reports pertaining to the Project and all comments received there on, and that the Mitigated Negative Declaration has been prepared and completed in compliance with the California Environmental Quality Act (CEQA).
2. The Planning Commission finds that on the basis of the Mitigated Negative Declaration, comments received, and the whole record that there is no substantial evidence that the Project will have a significant adverse impact individually or cumulatively on the environment.
3. The Planning Commission finds that the Mitigated Negative Declaration reflects the City’s independent judgment and analysis.

B. Recommend Adoption of the Mitigation Monitoring and Reporting Program

1. The Planning Commission hereby recommends to the City Council adoption of the Mitigation Monitoring and Reporting Program, as attached to the Project staff report.
2. The Planning Commission hereby recommends to the City Council that the proposed mitigation measures described in the Mitigated Negative Declaration are feasible and therefore become binding upon the City and its construction contractors.

C. Approval of the Project

Having independently reviewed, analyzed, and recommended approval of the Mitigated Negative Declaration, and mitigation measures as set forth in the Mitigation Monitoring and Reporting Program, the Planning Commission hereby approves the 2185 Ogulin Canyon Road Commercial Cannabis Business Use Permit Project.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Clearlake that the project is hereby approved, subject to approved Conditions of Approval in Exhibit A.

PASSED AND ADOPTED on this 26th day of October, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman, Planning Commission

ATTEST: _____
City Clerk, Planning Commission

EXHIBIT A to Resolution No. PC 2021-22

**CITY OF CLEARLAKE
CONDITIONAL USE PERMITS**

**CUP 2021-05 (MANUFACTURING)
CUP 2021-06 (CULTIVATION/PROCESS)
CUP 2021-07 – DISTRIBUTION
CUP 2021-08 RETAIL DISPENSARY/DELIVERY ONLY**

INITIAL STUDY (CEQA) IS 2021-02

CONDITIONS OF APPROVAL

Ogulin Hills, LLC

Pursuant to the approval of the **City of Clearlake’s – Planning Commission on October 26, 2021**, it is hereby granted **Ogulin Hills, LLC**, with the following conditions of approval **to allow the development and operation of a commercial cannabis operation located at 2185 Ogulin Canyon Road; Clearlake, CA 95422; further described as Assessor Parcel Number (APN) 010-044-17-000** is subject to the following terms and conditions of approval.

A. GENERAL CONDITIONS:

1. The use hereby permitted shall substantially conform to the **Site Plan(s), and Project Description** and any conditions of approval imposed by the above **Conditional Use Permits** and Review Authority as shown on the approved site plan for this action **dated October 26, 2021**.
2. Any modifications and/or additions to a use requiring use permit approval shall itself be subject to use permit approval. The addition of an allowed use to a premise occupied by a conditionally allowed use shall require use permit approval of the type required for the existing use. The Community Development Director shall determine when such an addition and/or change is of such a minor or incidental nature that the intent of these regulations can be met without further use permit control.
3. Any conditions established pursuant to these regulations shall be met before the use is established, except that the Community Development Director, Planning Commission or on appeal, the City Council, may establish a schedule for certain conditions to be met after establishment of the use. Continuance of the use shall then be contingent on complying with the schedule for meeting deferred conditions.
4. This use permit does not abridge or supersede the regulatory powers and permit requirements of any federal, state, or local agency requirements, which may retain a regulatory or advisory function as

specified by statute or ordinance. The applicant shall obtain and maintained permits as may be required from each agency.

5. The California Department of Fish & Wildlife filing fee shall be submitted as required by California Environmental Quality Act (CEQA) statute, Section 21089(b) and Fish and Game Code Section 711.4. **The fee should be paid within five (5) days of approval of the mitigated negative declaration at the Lake County Clerk's Office.** Once fees have been paid, the applicant shall submit a copy of all documentation to the City of Clearlake, verifying the fees have been paid. **Said permit shall not become valid, vested or operative until the fee has been paid, including the issuance of any permits.**

6. **Prior to operation**, the applicant(s) shall obtain and maintain all applicable permits from all Federal, State and local agencies having jurisdiction over this project, including but not limited to:

- *CDFA - CAL Cannabis California Department of Food and Agriculture: (Cultivation licenses)*
- *BCC - Bureau of Cannabis Control (Issues Distributor, Retailer, Testing Lab, Microbusiness, and Temporary Event licenses)*
- *CDPH - MCSB California Department of Public Health's Manufactured Cannabis Safety Branch (Issues Manufacturing licenses)*
- *California Department of Pesticide Regulation*
- *California Department of Fish and Wildlife*
- *California State Water Resources Control Board*
- *California Central Valley or North Coast Regional Water Quality Control Board*

7. If the subject parcel is on a **septic system and/or well**, the applicant shall bring a minimum of three (3) site plans drawn to scale to the Lake County Environmental Health Department for review and approval **prior to submitting a Building Permit Application** with the City of Clearlake.

8. The use permit may be transferred to new owners subject to obtaining a new commercial cannabis regulatory permit, upon the new owner's written agreement to maintain all conditions of approval.

9. If there is a change in the project manager (permit holder representative), the permit holder shall submit notarized written documentation to the City of Clearlake for review and approval. Said documentation shall include the following:

- *Name of Individual and Title*
- *Contact Information (Phone, email and address)*
- *What that individual is authorized to do.*

10. The developer/operator shall agree to indemnify, defend, and hold harmless the City or its agents, officers and employees from and against any and all claims, actions, demands or proceeding (including damage, attorney fees, and court cost awards) against the City or its agents, officers, or employees to attach, set aside, void, or annul an approval of the City, advisory agency, appeal board, or legislative body concerning the permit or entitlement when such action is brought within the applicable statute of limitations. In providing any defense under this Paragraph, the applicant, business operator, property owner, developer shall use counsel reasonably acceptable to the City. The City shall promptly notify the

applicant, business operator, property owner, developer of any claim, action, demands or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the developer/operator of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the developer/operator shall not thereafter be responsible to defend, indemnify, or hold the City harmless as to that action. The City may require that the developer/operator to post a bond, in an amount determined to be sufficient, to satisfy the above indemnification and defense obligation. Developer/operator understands and acknowledges that City is under no obligation to defend any claim, action, demand or proceeding challenging the City's actions with respect to the permit or entitlement.

11. The developer/operator shall be responsible to pay all sales, use, business and other applicable taxes, and all license, registration, and other fees and permits required under federal, state and local law and pursuant to the approved Development Agreement for the project.

12. This developer/operator shall cooperate with the City with respect to any reasonable request to audit the business' books and records for the purpose of verifying compliance with the Municipal Code and the Use Permits and related Development Agreement including but not limited to a verification of the amount of taxes required to be paid during any period for the project.

13. The applicant is responsible for ensuring that all project workers are informed of, understand, and agree to abide by the approved plans and project conditions.

14. **Prior to operation**, the applicant shall be enrolled in and comply with the **State of California Track and Trace** program and all requirements, including having all cannabis plants properly tagged.

15. **Prior to Operation**, all personnel listed as owners, managers or supervisors shall under undergo and pass a background check by the City of Clearlake Police Department.

- Pursuant to California Business and Professions Code, Section 26057, if an individual who has failed a background check becomes involved in any aspect of the cultivation process, or if any employee is involved with the cultivation who has not undergone a background check, the use permit will be brought before the Planning Commission for consideration of revocation.

16. **Prior to operation**, all parking areas, routes of travel, building access and bathrooms shall meet the American with Disabilities Act (ADA) requirements and must be reviewed and approved of a Certified Accessibility Access Specialist (CASP).

17. The applicant(s) shall adhere to the Lake County Division of Environmental Health requirements regarding on-site wastewater treatment and/or potable water requirements. The applicant shall contact the Lake County Division of Environmental Health for details.

18. The use permit approval shall not become effective, operative, vested or final until a Notice of Determination has been filed with the State Clearing House and the Lake County Clerk's Office.

19. The use permit shall not become operational until a Development Agreement has been adopted by the City Council in accordance and a commercial cannabis regulatory permit has been approved and

issued by the City Manager, at the recommendation of the Planning Commission, in accordance with the Municipal Code.

20. The permit holder shall operate in full compliance with fire safety rules and regulations of the Lake County Fire District.

21. **Prior to operation and/or development**, the applicant shall secure any required permits from the City of Clearlake (Building Department, Planning and Public Works), Fire District, Lake County Air Quality Management District, Lake County Water Resources Department, Lake County Environmental Health Department and/or all applicable Federal, State and local agency permits.

22. In accordance with the Municipal Code and requirements made by the Lake County Fire Protection Lake County Air Quality Management District and Lake County Health Department, the following detailed plans shall be submitted for review and approval by the Planning, Building, and/or Police Departments and other related agencies as applicable prior to operation/occupancy:

- *Odor Control Plan (compliant with Section 18-43.060)*
- *Security Plan (compliant with Section 18-43.060).*
- *Exterior Lighting Plan (compliant with Sections 18-20.120 and 18-43.060 and with the City's Lighting Standards, including design review approval)*
- *Waste/Recycling and Enclosure Plan (compliant with Section 18-20.070 and with the City's Trash and Recycling Enclosure Requirements and Design Standards, including design review approval).*
- *Fencing Plan for security of all cannabis businesses activities (compliant with Section and the City's Fence Design Standard including design review approval).*
- *Hazardous Materials Mitigation Plan if required by the Lake County Fire Protection District and/or the Lake County Environmental Health Department)*
- *Air Quality Permit if required by Lake County Air Quality Management District.*
- *If applicable, Civil Site plans identifying existing and proposed storm drains, drainage ditches, curbs, sidewalks, gutters, and striping, as regulated by the City's Design and Construction Standards, Off-Street Parking Regulations, and Parking Design Standards to be found in compliance with all other applicable local/federal/state laws, including ADA and CASP requirements.*
- *Sign plan that demonstrates compliance with the City's sign regulations. All non-compliant signs shall be immediately removed. Installation of signs without prior City approval may be grounds for revocation of this use permit.*

23. The applicant shall adhere to all applicable requirements in the City of Clearlake Municipal Code.

B. AESTHETICS

1. All outdoor lighting shall be directed downwards and shielded onto the project site and not onto adjacent properties. All lighting shall comply and adhere to all federal, state and local agency requirements, including all requirements in darksky.org. (Refer to the City's Design Standards). (*Initial Study Mitigation Measure AES -1*)

C. **AIR QUALITY**

1. Construction activities shall be conducted with adequate dust suppression methods, including watering during grading and construction activities to limit the generation of fugitive dust or other methods approved by the Lake County Air Quality Management District. Prior to initiating soil removing activities for construction purposes, the applicant shall pre-wet affected areas with at least 0.5 gallons of water per square yard of ground area to control dust. *(Initial Study Mitigation Measure AIR-1)*
2. Driveways, access roads and parking areas shall be surfaced in a manner so as to minimize dust. The applicant shall obtain all necessary encroachment permits for any work within the right-of-way. All improvement shall adhere to all applicable federal, State and local agency requirements. *(Initial Study Mitigation Measure AIR-2).*
3. Any disposal of vegetation removed as a result of lot clearing shall be lawfully disposed of, preferably by chipping and composting, or as authorized by the Lake County Air Quality Management District and the Lake County Fire Protection District. *(Initial Study Mitigation Measure AIR-3)*
4. **During construction activities**, the applicant shall remove daily accumulation of mud and dirt from any roads adjacent to the site. *(Initial Study Mitigation Measure AIR-4)*
5. Grading permits shall be secured for any applicable activity from the Community Development Department, Building Division. Applicable activities shall adhere to all grading permit conditions, including Best Management Practices. All areas disturbed by grading shall be either surfaced in manner to minimize dust, landscaped or hydro seeded. All BMPs shall be routinely inspected and maintained for life of the project.. *(Initial Study Mitigation Measure AIR-5)*
6. All refuse generated by the facility shall be stored in approved disposal/storage containers, and appropriately covered. Removal of waste shall be on a weekly basis so as to avoid excess waste. All trash receptacles/containers shall remain covered at all times to prevent fugitive odors and rodent infestation. An odor control plan shall be submitted for review and approval by the City in accordance with the Zoning Code. Odor control shall be maintained to an acceptable level at all times. *(Initial Study Mitigation Measure AIR-6)*
7. An odor control plan shall be submitted for review and approval by the City that complies with the City's Zoning Code. Odor control shall be maintained at all times so that odor from cannabis operations on the site will not be detected outside structures. This plan shall include enhanced carbon filtering to ensure compliance with the Code. *(Initial Study Mitigation Measure AIR-7).*
8. Any demolition or renovation is subject to the Federal National Emissions Standard for Hazardous Air Pollutants (NESHAP) for asbestos in buildings requires asbestos inspections by a Certified Asbestos Consultant for all major renovations and all demolition. An Asbestos Notification Form with the Asbestos inspection report must be submitted to the district at least 14 days prior to beginning any demolition work. The applicant must contact the district for more details and proper approvals. Regardless of asbestos content or reporting requirements all demolition and renovation activities should use adequate water/ amended water to prevent dust generation and nuisance conditions. *(Initial Study Mitigation Measure AIR-8).*

9. Construction activities that involve pavement, masonry, sand, gravel, grading, and other activities that could produce airborne particulate should be conducted with adequate dust controls to minimize airborne emissions. A dust mitigation plan may be required should the applicant fail to maintain adequate dust controls (*Initial Study Mitigation Measure AIR-9*).

10. If construction or site activities are conducted within Serpentine soils, a Serpentine Control Plan may be required. Any parcel with Serpentine soils must obtain proper approvals from LCAQMD prior to beginning any construction activities. Contact LCAQMD for more details (*Initial Study Mitigation Measure AIR-10*).

11. All engines must notify LCAQMD prior to beginning construction activities and prior to engine Use. Mobile diesel equipment used for construction and/or maintenance must be in compliance with State registration requirements. All equipment units must meet Federal, State and local requirements. All equipment units must meet RICE NESHAP/ NSPS requirements including proper maintenance to minimize airborne emissions and proper record-keeping of all activities, all units must meet the State Air Toxic Control Measures for CI engines and must meet local regulations. (*Initial Study Mitigation Measure AIR-11*).

12. Site development, vegetation disposal, and site operation shall not create nuisance odors or dust. During the site preparation phase, the district recommends that any removed vegetation be chipped and spread for ground cover and erosion control. Burning of debris/construction material is not allowed on commercial property, materials generated from the commercial operation, and waste material from construction debris, must not be burned as a means of disposal. (*Initial Study Mitigation Measure AIR-12*).

13. Significant dust may be generated from increase vehicle traffic if driveways and parking areas are not adequately surfaced. Surfacing standards should be included as a requirement in the use permit to minimize dust impacts to the public, visitors, and road traffic. At a minimum, the district recommends chip seal as a temporary measure for primary access roads and parking. Paving with asphaltic concrete is preferred and should be required for long term occupancy. All areas subject to semi-truck / trailer traffic should require asphaltic concrete paving or equivalent to prevent fugitive dust generation. Gravel surfacing may be adequate for low use driveways and overflow parking areas; however, gravel surfaces require more maintenance to achieve dust control, and permit conditions should require regular palliative treatment if gravel is utilized. White rock is not suitable for surfacing (and should be prohibited in the permit) because of its tendency to break down and create excessive dust. Grading and re-graveling roads should utilizing water trucks if necessary, reduce travel times through efficient time management and consolidating solid waste removal/supply deliveries, and speed limits. (*Initial Study Mitigation Measure AIR-13*).

14. All mobile diesel equipment used for construction and/or maintenance shall be compliant with State registration requirements. Portable and stationary diesel-powered equipment must meet the requirements of the State Air Toxic Control Measures for CI engines as well as the Lake County Noise Emission Standards.

15. The applicant shall maintain records of all hazardous or toxic materials used, including a Material Safety Data Sheet (MSDS) for all volatile organic compounds utilized, including cleaning materials. Said information shall be made available upon request and/or the ability to provide the Lake County Air Quality Management District such information in order to complete an updated Air Toxic Emission Inventory.

D. BIOLOGICAL RESOURCES:

1. **Prior to development**, a protocol-level botanical survey shall be completed within the location defined as being feasible for project activities to occur within this Report. The survey shall follow procedures recommended by CDFW and in accordance with the guidelines established by CNPS, from the document “*Protocols for Surveying and Evaluating Impacts to Specie Status Native Plant Opulations and Sensitive Natural Communities*”. (*Initial Study Mitigation Measure BIO-1*)

2. If project development results in a sufficient amount of noise from the use of machinery, construction shall occur between September 1 and January 31 to avoid disturbance to migratory nesting birds, or a buffer shall be established by a qualified biologist if nesting birds are present. (*Initial Study Mitigation Measure BIO-2*)

3. If construction occurs within the migratory bird nesting season (February 1 and August 31), a qualified biologist shall conduct a nesting birds survey fourteen (14) days prior to project development, including vegetation removal.. (*Initial Study Mitigation Measure BIO-3*)

4. **Prior to any ground disturbance**, the applicant shall conduct a site inspection for Burrowing Owls Presence within the project area. If Burrow Owls are observed, a pre-construction surveys shall be completed by a qualified biologist fourteen (14) days prior to site development. The survey shall be conducted to determine if the project area has active dens and determine if avoidance of these active dens can occur. If active dens are determined to be present, owl relocation shall occur to other onsite suitable habitat prior to development. (*Initial Study Mitigation Measure BIO-4*)

5. If additional activities are proposed that may result in take of a listed species, agency personnel from CDFW and SFWS shall further analyze the potential impacts and provide technical assistance for any listed species. If required, guidelines for these reconnaissance surveys should be followed in accordance to the CDFW Survey and Monitoring Protocols and Guidelines, which can be located here: <https://www.wildlife.ca.gov/conservation/survey-protocols>. (*Initial Study Mitigation Measure BIO-5*)

E. CULTURAL/TRIBAL RESOURCES

1. **During construction activities**, if any subsurface archaeological remains are uncovered, all work shall be halted within 100 feet of the find and the applicant shall retain a qualified cultural resources consultant from the City’s approved list of consultants to identify and investigate any subsurface historic remains and define their physical extent and the nature of any built features or artifact-bearing deposits. Significant historic cultural materials may include finds from the late 19th and early 20th centuries including structural remains, trash pits, isolated artifacts, etc. (*Initial Study Mitigation Measure CUL-1*)

2. The cultural resource consultant's investigation shall proceed into formal evaluation to determine their eligibility for the California Register of Historical Resources. This shall include, at a minimum, additional exposure of the feature(s), photo-documentation and recordation, and analysis of the artifact assemblage(s). If the evaluation determines that the features and artifacts do not have sufficient data potential to be eligible for the California Register, additional work shall not be required. However, if data potential exists – e.g., there is an intact feature with a large and varied artifact assemblage – it will be necessary to mitigate any Project impacts. Mitigation of impacts might include avoidance of further disturbance to the resources through Project redesign. If avoidance is determined to be infeasible, pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Archeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 Health and Safety Code. If an artifact must be removed during Project excavation or testing, curation may be an appropriate mitigation. This language of this mitigation measure shall be included on any future grading plans and utility plans approved by the City for the Project. *(Initial Study Mitigation Measure CUL-2)*

3. If human remains are encountered, no further disturbance shall occur within 100 feet of the vicinity of the find(s) until the Lake County Coroner has made the necessary findings as to origin (California Health and Safety Code Section 7050.5). Further, pursuant to California Public Resources Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Lake County Coroner determines the remains to be Native American, the Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then identify the “most likely descendant(s)”, which parties agree will likely be the Koi Nation based upon the Tribe's ancestral ties to the area and previous designation as MLD on projects in the geographic vicinity. The landowner shall engage in consultations with the most likely descendant (MLD). The MLD will make recommendations concerning the treatment of the remains within 48 hours as provided in Public Resources Code 5097.98. *(Initial Study Mitigation Measure CUL-3)*

F. **GEOLOGY & SOILS**

1. The project shall incorporate Best Management Practices (BMPs) consistent with the City Code and the State Storm Water Drainage Regulations to the maximum extent practicable to prevent and/or reduce discharge of all construction or post-construction pollutants into the local storm drainage system. *(Initial Study Mitigation Measure GEO-1)*

G. **HAZARDS & HAZARDOUS MATERIALS**

1. All hazardous waste shall not be disposed of on-site without review or permits from Environmental Health Department, the California Regional Water Control Board, and/or the Air Quality Board. Collected hazardous or toxic waste materials shall be recycled or disposed of through a registered waste hauler to an approved site legally authorized to accept such material. *(Initial Study Mitigation Measure HAZ-1)*

2. The storage of potentially hazardous materials shall be located at least 100 feet from any existing water well. These materials shall not be allowed to leak into the ground or contaminate surface waters. Collected hazardous or toxic materials shall be recycled or disposed of through a registered waste hauler to an approved site legally authorized to accept such materials. (*Initial Study Mitigation Measure HAZ-2*)
3. Any spills of oils, fluids, fuel, concrete, or other hazardous construction material shall be immediately cleaned up. All equipment and materials shall be stored in the staging areas away from all known waterways. (*Initial Study Mitigation Measure HAZ-3*)
4. The storage of hazardous materials equals to or greater than fifty-five (55) gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of compressed gas, then a Hazardous Materials Inventory Disclosure Statement/Business Plan shall be submitted and maintained in compliance with requirements of Lake County Environmental Health Division. Industrial waste shall not be disposed of on site without review or permit from Lake County Environmental Health Division or the California Regional Water Quality Control Board. The permit holder shall comply with petroleum fuel storage tank regulations if fuel is to be stored on site. (*Initial Study Mitigation Measure HAZ-4*)
5. All equipment shall be maintained and operated in a manner that minimizes any spill or leak of hazardous materials. Hazardous materials and contaminated soil shall be stored, transported, and disposed of consistent with applicable local, state, and federal regulations. (*Initial Study Mitigation Measure HAZ-5*)
6. Hazardous Waste must be handled according to all Hazardous Waste Control Laws. Any generation of a hazardous waste must be reported to Lake County Environmental Health within thirty days.
7. All employees and/or staff members shall be properly trained in and utilize Personnel Protective Equipment in accordance with all federal, state and local regulations regarding handling any biological and/or chemical agents.
8. Hazardous waste must be handled according to all Hazardous Waste Control and Generator regulations. Waste shall not be disposed of onsite without review or permits from EHD, the California Regional Water Control Board, and/or the Air Quality Board. Collected hazardous or toxic waste materials shall be recycled or disposed of through a registered waste hauler to an approved site legally authorized to accept such material.

J. **HYDROLOGY AND WATER QUALITY:**

1. The project design shall incorporate appropriate BMPs consistent with County and State storm water drainage regulations to prevent or reduce discharge of all construction or post-construction pollutants and hazardous materials offsite or all surface water. (*Initial Study Mitigation Measure HYD-1*)
2. The production well shall have a meter to measure the amount of water pumped. The production wells shall have continuous water level monitors. The methodology of the monitoring program shall be described. A monitoring well of equal depth within the cone of influence of the production well may be substituted for the water level monitoring of the production well. The monitoring wells shall be

constructed, and monitoring begun at least three months prior to the use of the supply well. An applicant shall maintain a record of all data collected and shall provide a report of the data collected to the County annually (*Initial Study Mitigation Measure HYD-2*)

K. **NOISE**

1. All construction activities including engine warm-up shall be limited to weekdays and Saturday, between the hours of 7:00am and 7:00pm to minimize noise impacts on nearby residents. (*Initial Study Mitigation Measure NOI-1*)
2. Permanent potential noise sources such as, generators used for power shall be designed and located to minimize noise impacts to surrounding properties. (*Initial Study Mitigation Measure NOI-2*)
3. During construction noise levels shall not exceed 65 decibels within fifty (50) feet of any dwellings or transient accommodations between the hours of 7:00 AM and 6:00 PM. This threshold can be increased by the Building Inspector or City Engineer have approved an exception in accordance with Section 5-4.4(b)(1) of the City Code. An exception of up to 80 decibels may be approved within one hundred (100) feet from the source during daylight hours. Project is expected to result in less than significant impacts with regards to noise and vibration. (*Initial Study Mitigation Measure NOI-3*)

L. **TRANSPORTATION & TRAFFIC**

1. Improvements shall be made to the project access off of Ogulin Canyon Road as required by the City of Clearlake – Public Works Department. Applicant shall submit plans prepared by a certified Engineer to the City of Clearlake for review and approval. All necessary permits shall be secured from the City of Clearlake prior to development.
2. The applicant shall comply with the State of California Weights and Measures requirements found in the California Food and Agriculture Code, California Code of Regulations, and the California Business and Professions Code.
3. All access roads, yards and parking areas shall be properly maintained for life of the project to prevent a source of contamination where cannabis products are handled or transported.

M. **TIMING & MITIGATION MONITORING**

1. **Prior to this use permit becoming, valid, effective or operative**, until the Development Agreement has been reviewed and approved by the City Council.
2. If the approved use permit is not established within one (1) year of the date of approval or such longer time as may be stipulated as a condition of approval, the use permit shall expire.
3. If a structure(s) or associated site development authorized by use permit is not issued building permits (if building permits are required) within three (3) years of the date of approval, the use permit shall expire.
4. **Upon written request received prior to expiration**, the Community Development Director may grant renewals of use permit approval for successive periods of not more than one (1) year each.
 - *Approvals of such renewals shall be in writing and for a specific period.*

- *Renewals may be approved with new or modified conditions upon a finding that the circumstances under which the use permit was originally approved have substantially changed.*
- *Renewal of a use permit shall not require public notice or hearing unless the renewal is subject to new or modified conditions. In order to approve a renewal, the Community Development Director must make the findings required for initial approval.*

5. The Planning Commission may revoke or modify the use permit in the future if the Commission finds that the use to which the permit allows is detrimental to health, safety, comfort, general welfare of the public; constitutes a public nuisance; if the permit was obtained or is being used by fraud; and/or if one or more the conditions upon which a permit was granted are in noncompliance or have been violated. Applicant shall be notified of potential violations of the use permit prior to action taken by the Planning Commission.

6. Said Use Permits shall be subject to revocation or modification by the Planning Commission if the Commission finds that there has been:

- a. *Noncompliance with any of the foregoing conditions of approval; or*
- b. *The Planning Commission finds that the use for which this permit is hereby granted is so exercised as to be substantially detrimental to persons or property in the neighborhood of the use. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to the City of Clearlake Municipal Code. 15.*

7. All conditions are necessary to protect the general health, safety and welfare of the public. If any condition of this entitlement is held to be invalid by a court, the whole entitlement shall be invalid. The Planning Commission specifically declares that it would not have approved this entitlement unless all of the conditions herein are held as valid.

To be Complete by Authorized Representative/Applicant

Name: _____ **Signature:** _____

Date: _____

To Be Completed by Staff Only

Name: _____ **Signature:** _____

Title: _____ **Date:** _____

Attachment 2: Resolution Recommending MND and DA**RESOLUTION No. PC 2021-21**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CLEARLAKE
RECOMMENDING TO THE CITY COUNCIL APPROVAL OF THE MITIGATED
NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING
PROGRAM AND RECOMMENDING APPROVAL OF THE DEVELOPMENT
AGREEMENT FOR CANNABIS BUSINESS USE PERMITS UP 2021-05 THROUGH UP
2021-08 AND COMMERCIAL CANNABIS REGULATORY PERMIT CBRP 04-2021, FOR
DEVELOPMENT AND OPERATION OF A COMMERCIAL CANNABIS FACILITY ON
PROPERTY LOCATED IN THE I INDUSTRIAL AND CANNABIS BUSINESS ZONING
DISTRICTS AT 2185 OGULIN CANYON ROAD, CLEARLAKE, CALIFORNIA, APN: 010-
044-017**

WHEREAS, Brian Pensack applied for approval of Cannabis Business Use Permits for cultivation, manufacturing, distribution for property located at 2185 Ogulin Canyon Road, Clearlake, CA, in the I, Industrial, and CB, Commercial Cannabis Business Zoning Districts, APN 010-044-017; and

WHEREAS, Cannabis Business Use Permit Applications UP 2021-05 through UP 2021-08 has been made in accordance with Section 18-43, Commercial Cannabis of the Municipal Code, which refers to Commercial Cannabis Uses; and

WHEREAS, the Initial Study identified potentially significant adverse effects in the areas of air quality, biological resources, hazardous materials, and noise; and

WHEREAS, mitigation measures that avoid the effects or mitigate the effects to a point where clearly no significant effects would occur have been identified through the Initial Study (applicant has agreed to all mitigation measures in accordance with CEQA); and

WHEREAS, a Mitigation Monitoring and Reporting Program has been prepared in accordance with City of Clearlake regulations and is designed to ensure compliance during Project implementation; and

WHEREAS, the City determined that the mitigation proposed in the Mitigation Monitoring and Reporting Program would reduce the impacts to a less than significant level and a Mitigated Negative Declaration (MND) should be prepared; and

WHEREAS, the City distributed a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration for the Project on June 30, 2021, which started a 30-day public review period, ending August 6, 2021. The NOI was posted at the Lake County Clerk / Recorder's office, distributed through the State Clearinghouse, posted at City offices, and mailed to project stakeholders, property owners, and residents within a 600 foot radius of the Project; and

WHEREAS, the City received four written comments within the 30-day public review period; and

WHEREAS, the comments did not identify any new significant environmental impacts beyond those already covered in the Draft MND and did not change the Draft MND text. As such, staff prepared a Final MND and Mitigation Monitoring and Reporting Program; and

WHEREAS, a companion application, Development Agreement DA 2021-04 has been reviewed by the Planning Commission at a public hearing on October 26th, 2021; and

WHEREAS, the proposed project is consistent with the General Plan which designates the project site as Industrial; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Clearlake as follows:

A. Recommend Adoption of the Mitigated Negative Declaration

4. The Planning Commission finds that the Mitigated Negative Declaration was presented to the Planning Commission, that the Planning Commission has reviewed the Mitigated Negative Declaration prepared for the 2185 Ogulin Canyon Road Commercial Cannabis Business Use Permit (the “Project”), all staff reports pertaining to the Project and all comments received there on, and that the Mitigated Negative Declaration has been prepared and completed in compliance with the California Environmental Quality Act (CEQA).
5. The Planning Commission finds that on the basis of the Mitigated Negative Declaration, comments received, and the whole record that there is no substantial evidence that the Project will have a significant adverse impact individually or cumulatively on the environment.
6. The Planning Commission finds that the Mitigated Negative Declaration reflects the City’s independent judgment and analysis.

B. Recommend Adoption of the Mitigation Monitoring and Reporting Program

3. The Planning Commission hereby recommends to the City Council adoption of the Mitigation Monitoring and Reporting Program, as attached to the Project staff report.
4. The Planning Commission hereby recommends to the City Council that the proposed mitigation measures described in the Mitigated Negative Declaration are feasible and therefore become binding upon the City and its construction contractors.

C. Recommend Approval of the Development Agreement

The Planning Commission hereby recommends to the City Council approval of the Development Agreement for the 2185 Ogulin Canyon Road Commercial Cannabis Business Use Permit project.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Clearlake does recommend to the City Council approval of the Mitigated Negative Declaration, the Mitigation

Monitoring and Reporting Program and the Development Agreement for the 2185 Ogulin Canyon Road Commercial Cannabis Business Use Permit project.

PASSED AND ADOPTED on this 26th day of October, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman, Planning Commission

ATTEST: _____
City Clerk, Planning Commission

Attachment 3: Development Agreement 2021-04

**RECORDING REQUESTED BY AND
WHEN RECORDED MAILTO:**

City of Clearlake 14050

Olympic Dr.

Clearlake, CA 95422Attention:

City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee Exempt per Government Code §27383

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021 (the "Execution Date"), by and between the **CITY OF CLEARLAKE, a California municipal corporation** ("City") and Brian Pensack, Representative of Ogulin Hills, LLC ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.

- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner owns an approximately 20.94 acre property at 2185 Ogulin Canyon Road, Clearlake, CA, Assessor's Parcel No. 010-044-017 and proposes development and operation of cannabis cultivation, processing, manufacturing, distribution, and retail delivery with development of related facilities as described in more detail per development applications submitted to the City of Clearlake, on file with the City of Clearlake Community Development Department.
- D. Owner intends to operate a cannabis facility and operation. All such cannabis facilities shall operate in accordance with the California State Compassionate Use Act (Health & Safety Code § 11362.5) ("CUA"), the Medical Marijuana Program Act (Health & Safety Code §§ 11362.7 etseq.) ("MMPA"), and the 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued by the California Attorney General (the "AG Guidelines"), and Senate Bill 94, the Medicinal and Adult Use of Cannabis Regulation and Safety Act ("MAUCRSA"), creating a unified regulatory structure for adult use and medical cannabis, and all regulations promulgated by the responsible state agencies to implement MAUCRSA (collectively the "California Cannabis Laws"). Prior to operating a cannabis facility, Owner shall be required to obtain use and cannabis business regulatory permits from the City for the facility and operations.
- E. Ultimately, Owner intends to obtain state licenses issued pursuant to MAUCRSA to operate cannabis facilities at the Site, once such licenses are being issued.
- F. Owners presently intend to develop and open a cannabis operation on the Site consistent with the California Cannabis Laws and Project Approvals (known as the "Project").
- G. Owner applied to City for a development agreement and will subsequently need to obtain special use permits and regulatory permits for the Project. This Agreement, and the special use and regulatory permits, when and if issued by the City, shall collectively be referred to as "Project Approvals".
- H. The Project will maintain inventory of cannabis and cannabis products under the California Cannabis Laws.
- I. The City adopted a Zoning Ordinance permitting Cannabis Delivery Only Dispensaries and Cannabis Businesses (as those terms are defined in the applicable city ordinances) in strict compliance with the applicable California Cannabis Laws regulating delivery only dispensaries and cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions.
- J. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City a semi-annual fee based on the gross revenue of the operations, and an annual Facility Fee, as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Delivery Only Dispensaries and Cannabis Businesses.

- K. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied as the project is categorically exempt under CEQA guidelines sec. 15301, for modification of existing facilities.
- L. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City’s General Plan, zoning code and municipal ordinances.
- M. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.
- N. The City agrees that Owner’s land use entitlements for the Project shall vest for the term of this Agreement as described below.
- O. After conducting a duly noticed hearing on October 26th in conjunction with certain amendments and additions to the City’s Municipal Code, the Planning Commission of the City reviewed, considered and approved the Project and recommended approval of the execution of this Agreement to the City Council. The Planning Commission found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized zoning code; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- P. After conducting a duly noticed hearing on _____, in conjunction with amendments and additions to the City’s Municipal Code creating an allowable use, appropriate zoning, and comprehensive regulations for the proposed use, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Clearlake and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. **Binding Effect of Agreement.** The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Site as described in **Exhibit A (Legal Description)** and shown in **Exhibit B (Site Map)** and incorporates by reference all Development Approvals approved by the City for the Site. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Lake County Recorder. The word “Owner” as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, *e.g.*, changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. **Relationship of the Parties.** It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Owners will be deemed to be the agent of the other for any purpose whatsoever. City and Owners hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Owners joint ventures or partners.

3. **Term.** Except as otherwise specified herein, the term of this Agreement (the “Term”) is 3 years from the date the Owner begins commercial operation at the Project Site (“Operation Date”). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 **Term Extension – Third Party Issues.** Notwithstanding the Parties’ expectation that there will be no limit or moratorium upon the Project’s development or the issuance of building or other development related permits (a “Development Limitation”) during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Owner.

3.1.1 **Litigation.** Any third party-initiated litigation that arises from or is related to

any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party- initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals maybe filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Owner.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Owner, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

3.2.1. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.2 Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Project, notwithstanding that the Project activities may not be in precise

technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Owner shall have no right to engage in the Project activities at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Owner on a form acceptable to the City's Director of Finance to report to the City the gross receipts of the Project's operations and sales, as defined herein, in the Project during each semi-annual period starting January 1 and July 1 of each calendar year. Each Certified Report shall be certified as true and correct by a duly-authorized officer of Owner.

4.2. Development Approvals. "Development Approvals" means the land use entitlements approved by the City for the development of site improvements and buildings on the Site which define the permitted uses of the property, the density or intensity of use, and the maximum height and size of proposed buildings.

4.3. Production Fee. "Production Fee" shall mean a semi-annual fee remitted to the City by Owner based on the Gross Receipts of its Project operations, as defined below, in the amount of 5% of gross sales from operations.

4.4. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board.

4.5. Facility Fee. Facility Fee shall mean an annual fee remitted to the City by Owner in the amount of \$2 per gross square foot of the entire Project facility. The Facility Fee shall be paid annually, starting July 1st of each year. A late fee of 5% of the amount due shall be added to any payment 5 days past due. Fees later than 30 days past due will constitute a breach subject to Section 20 of this agreement.

4.6. Semi-Annual Production Fee. The semi-annual Production Fee will be due no later than July 30th for the preceding period of January 1st through June 30th and no later than January 31st for the preceding period of July 1st through December 31st. A late fee of 5% of the amount due shall be added to any payment 30 days past due.

4.7. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land,

including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. “Land Use Regulations” do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.7.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.7.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.7.3. The control and abatement of nuisances;

4.7.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.7.5. The exercise of the power of eminent domain.

4.8. “Existing Land Use Regulations” means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.9. “Gross Receipts” means 5% (five percent) for 1) wholesale and retail sales of cannabis products by Owner to third parties.

5. Fee Payments by Owner. In consideration of City’s entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Owner’s compliance with this Agreement, California Cannabis Laws and the City’s municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Semi-annual payments of the Production Fee by Owner to the City as specified in Section 7 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis cultivation.

5.2. Facility Fee Payments by Owner. Annual payments of the Facility Fee by Owner to the City. The obligations of Owner under this Section shall survive the expiration or any earlier termination of this Agreement, but the Facility Fee shall cease if any City-wide tax is imposed specifically on Cannabis cultivation.

5.3. Sales Tax Point of Sale. Owner agrees that Clearlake will be designated as the point of sale for all operations, as allowed by law.

6. Community Participation. Owner agrees to participate in the community as a good corporate citizen and sponsor events and organizations that improve the community.

6.1. Clearlake Chamber of Commerce. Owner agrees to immediately apply for membership in the Clear Lake Chamber of Commerce and, if accepted, maintain an annual membership in good standing.

7. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

7.1. Remittance of Production Fee/Certified Reports. Within thirty (30) calendar days following the end of each semi-annual period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production Fee for that Operational Period as identified in the Certified Report. Owner shall pay Production Fees to the City on a semi-annual basis without exception. Any material misstatement or misrepresentation in the Certified Report and any failure to pay Production Fees when due shall constitute events of default by Owner subject to the default provisions of this Agreement.

7.2. Maintenance of Records. Owner shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Owner shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Owner and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

7.3. Audit. Within ninety (90) calendar days following the end of each semi-annual payment term, the City may conduct an audit or arrange for a third-party independent audit, at Owner's expense, of Owner records regarding Certified Reports and the Production Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Owner, and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Owner shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Production Fee, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production Fee, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent semi-annual payment of Production Fees.

8. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

8.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

8.2. Enhanced Design Requirement. Owner shall submit a design plan for

the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum upgraded fencing and landscaping improvements consistent with the Community Character and Design Policies in the City's General Plan.

8.3. Maintain & Operate Project. Owner shall maintain and operate the Project on the Site throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.

8.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Owner, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

9. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

9.1. Expeditious Services. City shall process applications and address questions and concerns raised by Owner representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon Owner's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project's development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

9.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Cultivation Operating Standards adopted by the City Council, which may be amended at the City's discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

9.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and

customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Owner promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

9.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

10. Effect of Agreement.

10.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants to Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

10.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

10.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

10.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or to impose any other limitation that may affect the Project.

11. Specific Criteria Applicable to Development of the Project.

11.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

11.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

11.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

12. Permitted Delays; Supersedure by Subsequent Laws.

12.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

12.2 Supersedure of Subsequent Laws or Judicial Action.

12.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

13. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Owner. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Owner. To the extent allowable by law, the Owner shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Owner finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Owner, to determine whether a requested clarification may be effectuated pursuant to this Section or

whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any operating Memoranda hereunder without further City Council action.

14. CEQA. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, Title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied based on the Project being categorically exempt.

15. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

16. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent may be withheld in City's sole discretion. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent.

17. Review for Compliance.

17.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

18. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

18.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

18.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to City: City of Clearlake
 14050 Olympic Drive
 Clearlake CA 95422 Attention: City Manager

With copy to: Jones & Mayer, City Attorney8150 Sierra College Blvd., Suite 190
 Roseville California 95661 Attention: Ryan R. Jones, Esq.

If to Owner: Ogulin Hills, LLC
 637 Lindaro St., Suite 201, San Rafael, CA 94901

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent

by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

20. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Owner shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Owner's rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

21. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

22. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or

if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

25. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

26. Authority to Execute. All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

27. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrances of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

28. Encumbrances on Real Property.

28.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

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

28.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

28.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

28.5 Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not

cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

29. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

30. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Lake County, California.

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

32. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

33. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

34. Waiver. Failure by a Party to insist upon the strict performance of any of this

Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

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

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

37. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

38. Jointly Drafted. It is agreed among the parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

39. Independent Legal Counsel. Each party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

40. Further Cooperation. The parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this

Agreement.

41. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

“CITY”

CITY OF CLEARLAKE, CA a California
Municipal Corporation

Date: _____, 2021

By: _____

Mayor

Attest:

By: _____

City Clerk

Approved as to form:

Jones & Mayer

By: _____

Ryan R. Jones, Esq.

City Attorney

“OWNER”

Ogulin Hills, LLC, Brian D. Pensack, Manager

By: _____

Date: _____, 2021

Brian D. Pensack, Manager

EXHIBIT A: LEGAL DESCRIPTION

Real property in the City of Clearlake, County of Lake, State of California, described as follows:
PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY
RECORDER OF SAID LAKE COUNTY ON MARCH 22, 1984, IN BOOK 25 OF PARCEL MAPS AT
PAGE 3, LAKE COUNTY RECORDS.

APN: 010-044-170-00

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
(Date) (Here Insert Name and Title of the Officer)

personally appeared _____,
(Name(s) of Signer(s))

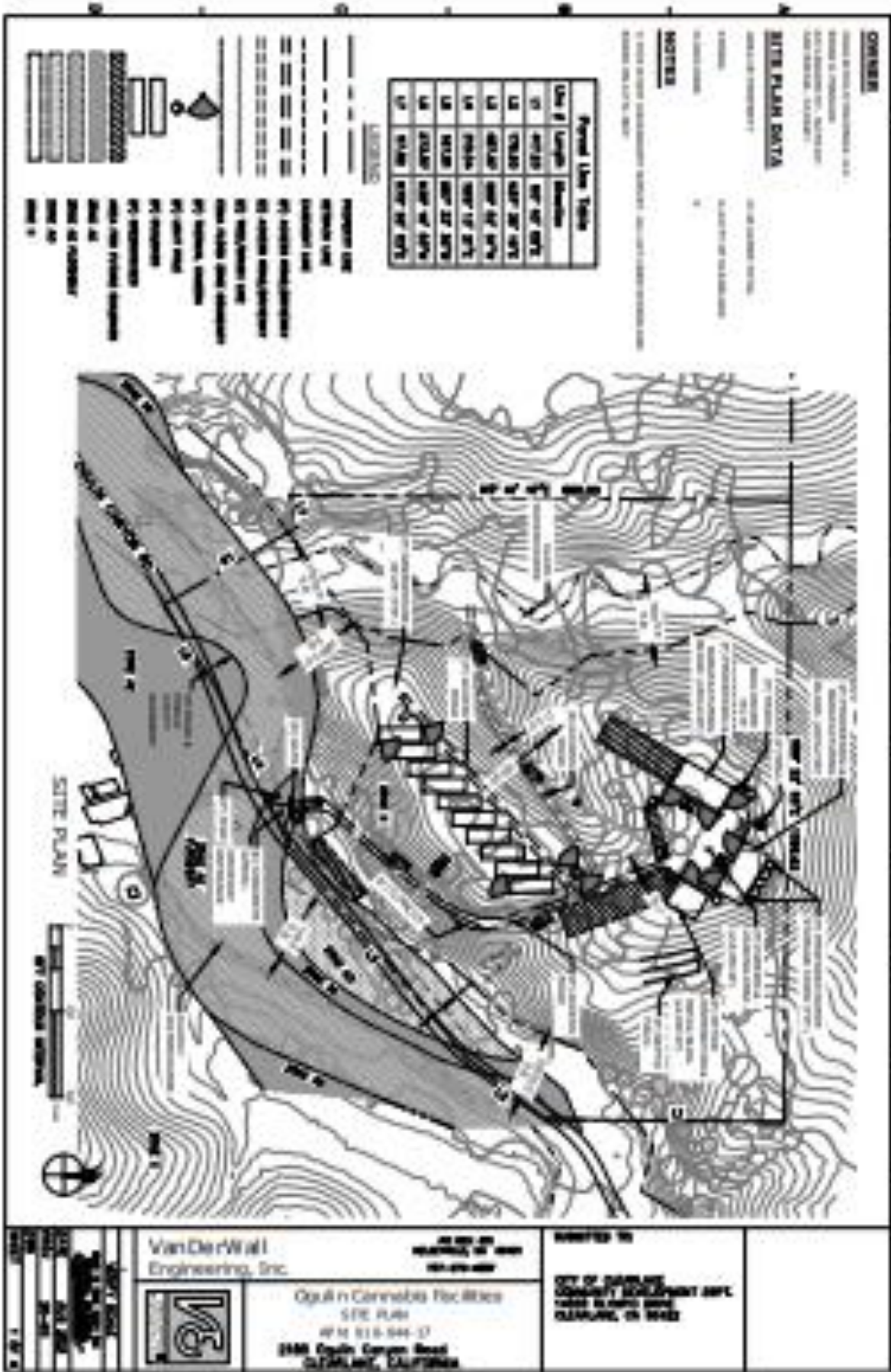
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

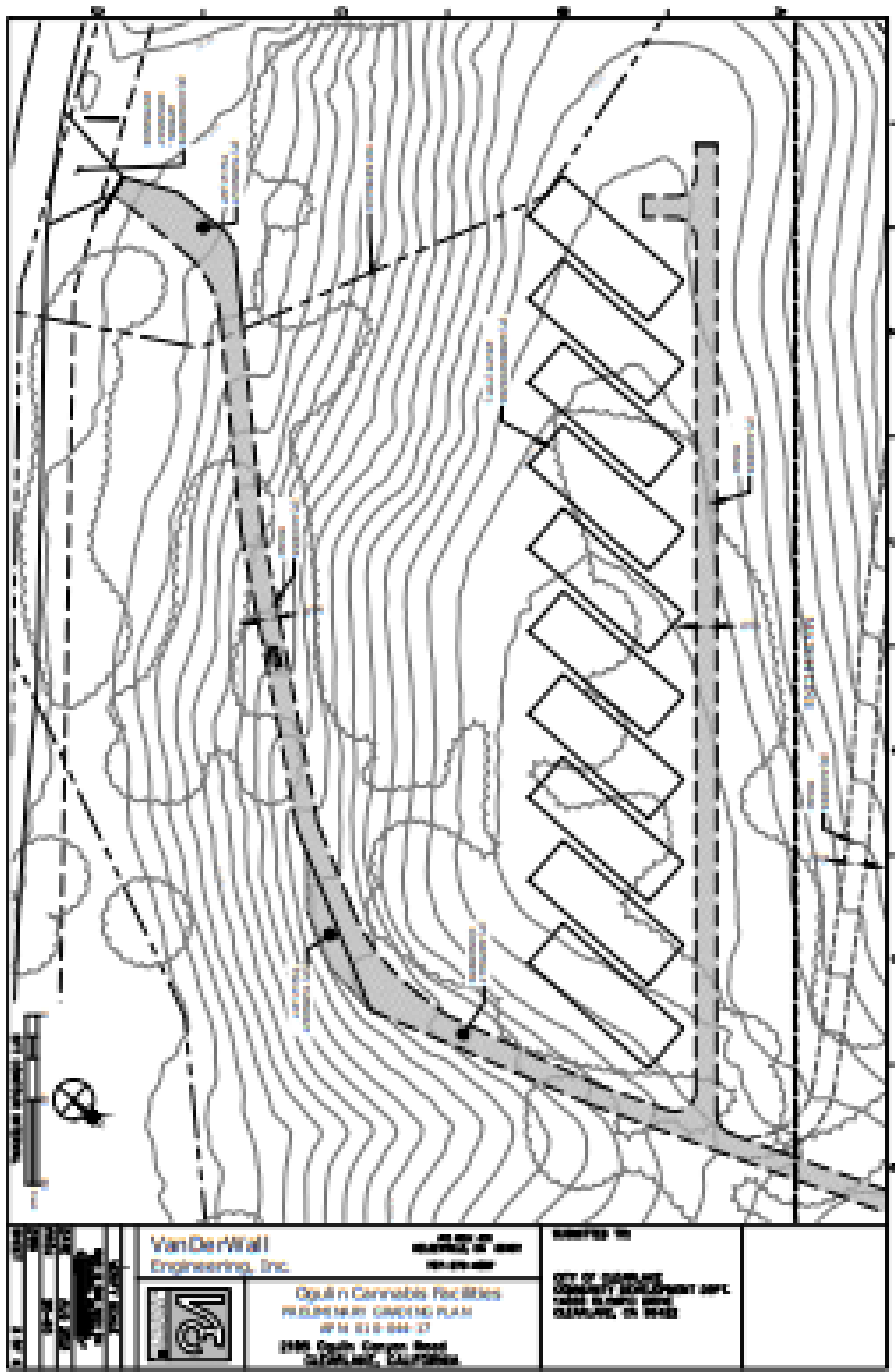
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

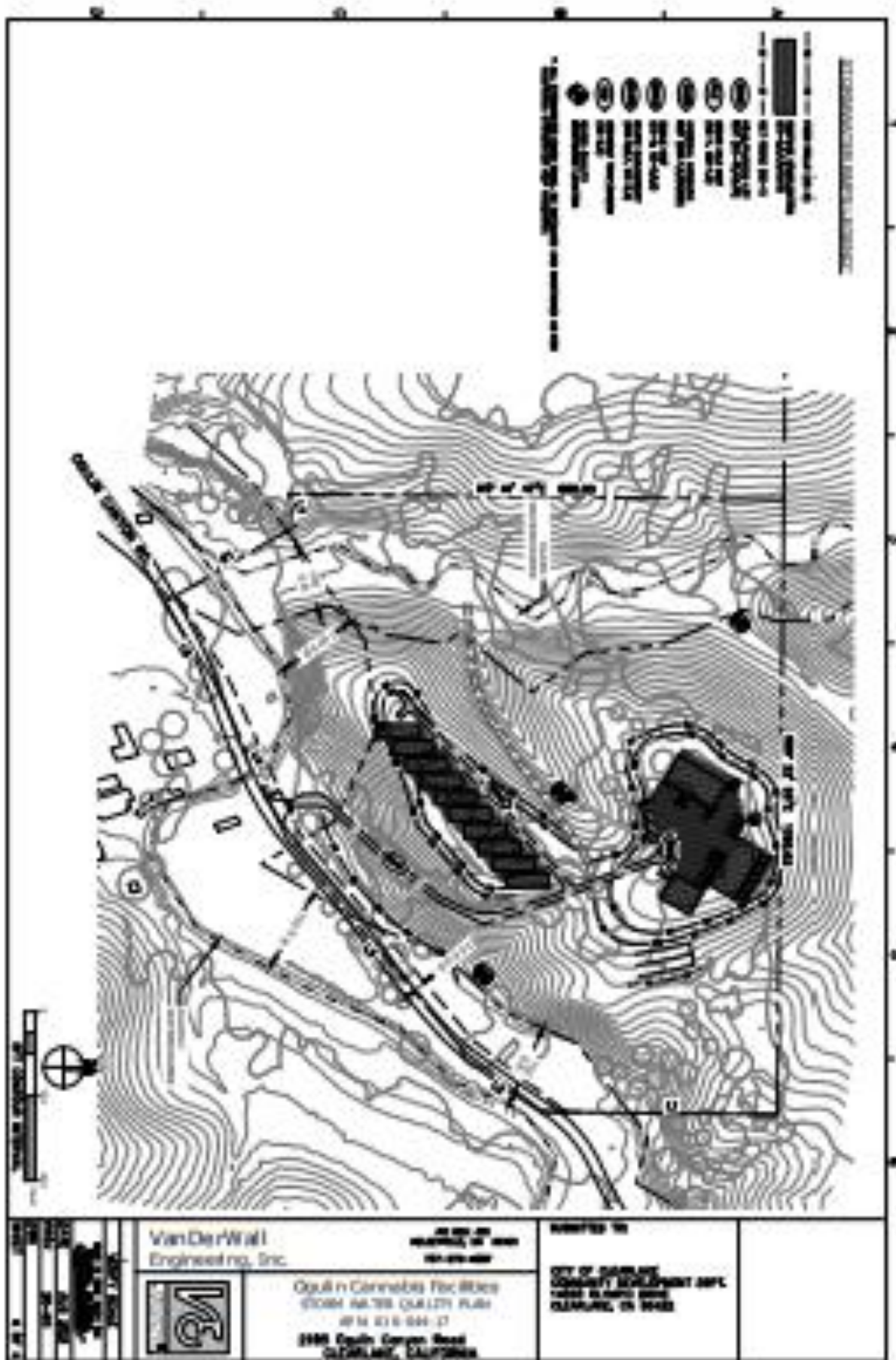
WITNESS my hand and official seal.

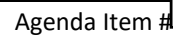
Signature _____ (Seal)
(Signature of Notary Public)

















CITY OF CLEARLAKE

MITIGATED NEGATIVE DECLARATION

**FINAL ENVIRONMENTAL INITIAL STUDY
(IS 2021-02)
SCH No. 2021060656**

COMMERCIAL CANNABIS OPERATION

**LOCATED AT:
2185 Ogulin Canyon Road, Clearlake, CA**

August 30, 2021

FINAL ENVIRONMENTAL INITIAL STUDY

PUBLIC REVIEW

The draft Initial Study for this project was circulated for public review between June 30, 2021 to August 6, 2021. This circulation included distribution to the California Clearinghouse and local agencies. Below are written comments received from agencies followed by Table 1, City Responses to Agency Comments. Some parts of the Draft Initial Study was revised for minor clarification to respond to agency comments. However, the Draft Initial Study and related mitigation measures were not substantially amended in this Final Initial Study. Therefore, the City, as lead agency for this project, has determined that the Initial Study does not need to be recirculated and has been determined to adequately address concerns referenced by all agencies. Therefore, this document is formalized as the Final Initial Study and the City may issue a mitigated negative declaration based on their concurrence of adequacy.

The following are comments and City responses to comment to the following agencies:

1. Lake County Department of Environmental Health
2. Lake County Fire Protection
3. Lake County Air Quality Management District
4. Central Valley Regional Water Quality Control Board
5. California Department of Cannabis Control (DCC)



COUNTY OF LAKE
 Health Services Department
 Environmental Health Division
 922 Bevins Court
 Lakeport, California 95453-9739
 Telephone 707/263-1164
 FAX 707/263-1681

Denise Pomeroy
 Health Services Director

Gary Pace, MD, MPH
 Health Officer

Craig Wetherbee
 Environmental Health Director

MEMORANDUM

DATE: March 11, 2021

TO: Mark Roberts, Senior Planner – City of Clearlake

FROM: Tina Dawn-Rubin, Environmental Health Aide

RE: Use Permits UP 21-05; 21-06; UP 21-07; UP 21-08; IS 21-02
 Commercial Cannabis

APN: 010-044-17 2185 Ogulin Canyon Rd, Clearlake

Lake County Division of Environmental Health (EH) has on file for the subject parcel:
APN: 010-044-17 – a 2021 well permit (WE 5569 AG) for an AG well; a 2016 site evaluation report for an on-site waste water treatment system; a 2008 septic permit (20594) designed to service a commercial facility was issued and appears not installed (no final inspection on file); a 2008 site evaluation report; a 2007 well permit (WE 2564) for a domestic well; a 1979 septic permit (4798-S) designed to service a 2 bedroom dwelling.

The applicant must meet the EH requirements regarding Onsite Wastewater Treatment System (OWTS) and potable water.

For any proposed building permits or projects where the parcel is serviced by an OWTS or well, the applicant may need to demonstrate the location of any proposed or existing structures including residential or commercial dwellings, garages, driveways, shed, barns, green houses, non-perimeter fences, well houses, etc., and the location of the proposed project on a to-scale site plan prior to building permit issuance and/or project approval.

EH may require a field clearance to validate septic or well locations prior to site plan approval.

If the applicant is proposing a commercial cannabis operation and the operation will be constructing or utilizing an existing structure (i.e., processing facility) that will have plumbing for a restroom, sink, etc, that structure will be required to have its own OWTS, separate from any existing or new OWTS designed to service a residential structure.

If the applicant is proposing an OWTS, then applicant must apply for a site evaluation and, if the site is acceptable to support an OWTS, apply for a permit.

EH requires all applicants to provide a written declaration of the chemical names and quantities of any hazardous material to be used on site. As a general rule, if a material has a Safety Data Sheet, that material may be considered as part of the facilities hazardous materials declaration.

Promoting an Optimal State of Wellness in Lake County

March 29, 2021

Lake County Fire Protection District will be requiring the following but not be limited to:

1. New occupant will need to secure an application on file that can be located within our front office.
2. Submit 3 sets of plans for review and approval prior to building. An occupancy inspection will be required prior to occupancy.
3. Fees will be applied and can be found on our website.
4. Provide knox box for fire department access.
5. Ensure proper fire extinguishers are used.
6. Ensure emergency lighting is current.
7. Manufacturing requires a full fire sprinkler system with fire alarm to notify occupants to exit. Fire suppression plans needs to be submitted and approved prior to installation.
8. Provide all data on extraction equipment, cultivation CO2?, etc....
9. Submit operational business plan.

Our FAQ sheet is located as well on our website that will be able to provide additional information on types of licenses. Also, our website gives direction to business owners on current building codes that is enforceable.

Thanks and have a great day

Cory Smith
Fire Marshal

Lake County Fire Protection District

CSmith@lakecountyfire.com

14815 Olympic Drive
Clearlake, Ca. 95422

707-994-2170 office
707-350-4140 cell
707-9944861 fax

From: Fahmy Attar <fahmya@lcaqmd.net>
Sent: Monday, June 7, 2021 11:42 AM
To: Mark Roberts <mroberts@clearlake.ca.us>
Cc: Doug Gearhart <doug@lcaqmd.net>
Subject: Re: RFR - 2160 Ogulin Canyon road Cannabis Project
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mark,

For a Cannabis operation site, here is a list of Air Quality requirements that may be applicable to the site:

1. Off-site odor impacts should be mitigated to minimize nuisance to nearby residences, property, and public roads.
2. Any manufacturing or delivery Cannabis operations must comply with LCAQMD rules and regulations. An application must be submitted. Contact LCAQMD for more details.
3. Any demolition or renovation is subject to the Federal National Emissions Standard for Hazardous Air Pollutants (NESHAP) for asbestos in buildings requires asbestos inspections by a Certified Asbestos Consultant for all major renovations and all demolition. An Asbestos Notification Form with the Asbestos inspection report must be submitted to the District at least 14 days prior to beginning any demolition work. The applicant must contact the District for more details and proper approvals. Regardless of asbestos content or reporting requirements all demolition and renovation activities should use adequate water/ amended water to prevent dust generation and nuisance conditions.
4. Construction activities that involve pavement, masonry, sand, gravel, grading, and other activities that could produce airborne particulate should be conducted with adequate dust controls to minimize airborne emissions. A dust mitigation plan may be required should the applicant fail to maintain adequate dust controls.

5. If construction or site activities are conducted within Serpentine soils, a Serpentine Control Plan may be required. Any parcel with Serpentine soils must obtain proper approvals from LCAQMD prior to beginning any construction activities. Contact LCAQMD for more details.
6. All engines must notify LCAQMD prior to beginning construction activities and prior to engine Use. Mobile diesel equipment used for construction and/or maintenance must be in compliance with State registration requirements. All equipment units must meet Federal, State and local requirements. All equipment units must meet RICE NESHAP/NSPS requirements including proper maintenance to minimize airborne emissions and proper record-keeping of all activities, all units must meet the State Air Toxic Control Measures for CI engines, and must meet local regulations. Contact LCAQMD for more details.
7. Site development, vegetation disposal, and site operation shall not create nuisance odors or dust. During the site preparation phase, the District recommends that any removed vegetation be chipped and spread for ground cover and erosion control. Burning is not allowed on commercial property, materials generated from the commercial operation, and waste material from construction debris, must not be burned as a means of disposal.
8. Significant dust may be generated from increase vehicle traffic if driveways and parking areas are not adequately surfaced. Surfacing standards should be included as a requirement in the use permit to minimize dust impacts to the public, visitors, and road traffic. At a minimum, the District recommends chip seal as a temporary measure for primary access roads and parking. Paving with asphaltic concrete is preferred and should be required for long term occupancy. All areas subject to semi truck / trailer traffic should require asphaltic concrete paving or equivalent to prevent fugitive dust generation. Gravel surfacing may be adequate for low use driveways and overflow parking areas, however, gravel surfaces require more maintenance to achieve dust control, and permit conditions should require regular palliative treatment if gravel is utilized. White rock is not suitable for surfacing (and should be prohibited in the permit) because of its tendency to break down and create excessive dust. Grading and re-graveling roads should utilizing water trucks if necessary, reduce travel times through efficient time management and consolidating solid waste removal/supply deliveries, and speed limits.

Best Regards,

Fahmy Attar
 Air Quality Engineer
 Lake County Air Quality Management District
 2617 S. Main Street, Lakeport, CA, 95453

fahmya@lcaqmd.net



Central Valley Regional Water Quality Control Board

6 August 2021

Mark Roberts
City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422-8801

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, OGULIN HILLS HOLDINGS, LLC PROJECT, SCH#2021060656, LAKE COUNTY

Pursuant to the State Clearinghouse's 29 June 2021 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Ogulin Hills Holdings, LLC Project, located in Lake County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental

KARL E. LONGLEY ScD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley

Ogulin Hills Holdings, LLC Project
Lake County

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Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:

https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsir_2018_05.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Cannabis General Order

Cannabis cultivation operations are required to obtain coverage under the State Water Resources Control Board's *General Waste Discharge Requirements and Waiver of Waste Discharge Requirements for Discharges of Waste Associated with Cannabis Cultivation Activities Order No. WQ 2017-0023-DWQ* (the Cannabis General Order). Cultivators that divert and store surface water (stream, lake, subterranean stream, etc.) to irrigate cannabis also need a valid water right.

The Water Boards Cannabis Cultivation Programs offer an easy to use online Portal for cultivators to apply for both Cannabis General Order coverage and a Cannabis Small Irrigation Use Registration (SIUR) water right, if needed. Visit the Water Boards Cannabis Cultivation Programs Portal at:

<https://public2.waterboards.ca.gov/CGO>

Additional information about the Cannabis General Order, Cannabis SIUR Program, and Portal can be found at: www.waterboards.ca.gov/cannabis

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For questions about the Cannabis General Order, please contact the Central Valley Water Board's Cannabis Permitting and Compliance Unit at: centralvalleysacramento@waterboards.ca.gov or (916) 464-3291. For questions about Water Rights (Cannabis SIUR), please contact the State Water Board's Division of Water Rights at: CannabisReg@waterboards.ca.gov or (916) 319-9427.

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

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Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ. For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at:
https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality/certification/

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:
https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water

Ogulin Hills Holdings, LLC Project
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Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:
https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at:
https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:
https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

NPDES Permit

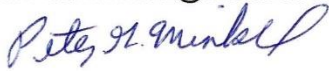
If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: <https://www.waterboards.ca.gov/centralvalley/help/permit/>

Ogulin Hills Holdings, LLC Project
Lake County

- 6 -

6 August 2021

If you have questions regarding these comments, please contact me at (916) 464-4684
or Peter.Minkel2@waterboards.ca.gov.



Peter G. Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research,
Sacramento



Department of
Cannabis Control
CALIFORNIA

Gavin Newsom
Governor

Nicole Elliott
Director

August 10, 2021

Mark Roberts, Senior Planner
City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422
(707) 994-8201
mroberts@clearlake.ca.us

Re: Review of Initial Study/Mitigated Negative Declaration (SCH No. 2021060656) – Ogulin Hills Holdings, LLC Conditional Use Permits and Initial Study 2021-02

Dear Mr. Roberts:

Thank you for providing the California Department of Cannabis Control (DCC) the opportunity to comment on the Initial Study/Mitigated Negative Declaration (IS/MND; SCH No. 2021060656) prepared by the City of Clearlake for the proposed Ogulin Hills Holdings, LLC Conditional Use Permits (CUPs) 2021-05, 2021-06, 2021-07, 2021-08, and 2021-09 and Initial Study (IS) 2021-02 (Proposed Project).

DCC has jurisdiction over the issuance of licenses to cannabis microbusinesses, which engage in at least three of the following activities at one location:

- Cultivation – up to 10,000 total square feet
- Manufacturing – use of non-volatile solvents, mechanical extraction or infusion
- Distribution or distribution transport-only
- Retail – storefront or non-storefront

DCC may issue a license to a microbusiness that meets all licensing requirements, and where the local jurisdiction authorizes these activities. (Bus. & Prof. Code, § 26012(a).) All commercial cannabis businesses within California require a license from DCC. For more information pertaining to commercial cannabis business license requirements, including DCC regulations, please visit: <https://cannabis.ca.gov/resources/rulemaking/>.

DCC expects to be a Responsible Agency for this project under the California Environmental Quality Act (CEQA) because the project will need to obtain an annual microbusiness license from DCC. In order to ensure that the IS/MND is sufficient for DCC's needs at that time, DCC requests that a copy of the IS/MND, revised to respond to the comments provided in this letter, and a signed Notice of Determination be provided to the applicant, so the applicant can include them with the application package it submits to DCC. This should apply not only to this

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844-61-CA-DCC (844-612-2322) • info@cannabis.ca.gov • www.cannabis.ca.gov

Business, Consumer Services
and Housing Agency

Proposed Project, but to all future CEQA documents related to cannabis business applications in the City of Clearlake.

DCC offers the following comments concerning the IS/MND.

General Comments (GC)

GC 1: Project Description Clarifications

The IS/MND Project Description (Question 19) would be improved if the following items were clarified:

- Full description of Proposed Project operations: Information about operation and maintenance activities at the project site should include days and hours of operation during harvest and non-harvest seasons; sources and amounts of water that will be used, electricity, and utility services and estimated demand for those services; amount of paved surfaces, vegetation removal, and demolition required; number of vehicle trips during harvest and non-harvest seasons; design information for the greenhouse, processing, and office structures; descriptions of the activities and materials that would be involved in the greenhouse, processing, and manufacturing facilities, including the use of hazardous materials or substances; description of the proposed canopy size and the cultivation techniques to be used (e.g., indoor outdoor, mixed-light); and a description of the manufacturing techniques that will be used.
- Site plan: The Project Description would be strengthened if the site plan were provided as a figure in the IS/MND rather than an attachment.
- Land use and zoning designations: The Project Description would be improved if it described (and/or included figures depicting) general plan land use designations and zoning designations for the project site and surrounding properties.
- Adjacent uses: The Project Description would be strengthened if it included specific descriptions of adjacent uses, including distances to any sensitive receptors.

GC 2: Cannabis Manufacturing

The IS/MND does not specify whether the project includes manufacturing using volatile solvents. If the project will include manufacturing using volatile solvents, a manufacturing license from the DCC will be required in addition to a microbusiness license. In addition, the IS/MND should provide a description of the volatile substances that will be used in product manufacture, and should include analyses of the potential environmental impacts that may result from the use of these substances. In addition, the analyses should describe and consider any measures the Proposed Project will implement that may lessen or reduce potential impacts. In particular, the document should include detailed analyses of impacts related to air quality, hazards and hazardous substances, and greenhouse gas emissions.

GC 3: Site-Specific Reports and Studies

The IS/MND references several project-specific plans and studies, such as an Air Quality Plan, Odor Control Plan, Serpentine Control Plan, Energy Usage Plan, and Erosion Control and Sediment Plan. To ensure that DCC has supporting documentation for the IS/MND, DCC requests that the City advise applicants to provide copies of all project-specific plans and supporting documentation with their state application package for annual cultivation license to DCC.

GC 4: Impact Analysis

Several comments provided in the comment table below relate to the absence of information or support for impact statements in the document. CEQA requires that Lead Agencies evaluate the environmental impacts of proposed projects and support factual conclusions with "substantial evidence." Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. In general, the IS/ND would be improved if additional evidence (e.g., regulatory setting, environmental setting, impact analysis and methodology, impact assessment, etc.) was provided to support the impact statements in the checklist, including the sources of information relied upon to make conclusions.

GC 5: Identification of Federal, State, and Local Regulations

In multiple instances throughout the document, the IS/MND states that "the applicant will adhere to all Federal, State, and local requirements/regulations." Without more information about the requirements and regulations being referred to, it is difficult to determine whether potential impacts would be avoided. The IS/MND would be strengthened if applicable requirements and regulations were described in the context of each environmental resource.

GC 6: Acknowledgement of DCC Regulations

The IS/MND does not acknowledge that the Proposed Project requires a microbusiness license from DCC. The IS/MND could be improved if it acknowledged that DCC is responsible for licensing, regulation, and enforcement of commercial cannabis microbusiness activities, as defined in the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) (Bus. & Prof. Code, § 26012(a)). In particular, the IS/MND's analysis could benefit from discussion of the protections for environmental resources provided by DCC's cultivation and manufacturing regulations. The impact analysis for each of the following resource topics could be further supported by a discussion of the effects of state regulations on reducing the severity of impacts for each applicable topic:

- Aesthetics (See 3 California Code of Regulations § 16304(c); § 16304(g).)
- Air Quality and Greenhouse Gas Emissions (See § 16102(s); § 16304(e); § 16305; § 16306.)

- Biological Resources (See § 16102(w); § 16102(dd); § 16216; § 16304(a-c); § 16304(g).)
- Cultural Resources (See § 16304(d).)
- Energy (See § 16102(s); § 16305; § 16306.)
- Hazards and Hazardous Materials (See § 16102(q); § 16106(a)(3); § 16304(f); § 16307; §§ 17208 - 17216; § 17225.)
- Hydrology and Water Quality (See § 16102(p); § 16102(v); § 16102(w); § 16102(dd); § 16107(b); § 16216; § 16304(a) and (b); § 16307.)
- Noise (See § 16304(e); § 16306.)
- Public Services (See § 17200; § 17201; § 17202)
- Utilities and Service Systems (See § 16102(s); § 16108; § 16308.)
- Cumulative Impacts (related to the above topics).

GC 7: Evaluation of Cumulative Impacts

It is important for CEQA analysis to consider the cumulative impacts of cannabis cultivation in the City of Clearlake. Of particular importance are topics for which the impacts of individual projects may be less than significant, but where individual projects may make a considerable contribution to a significant cumulative impact. These topics include, but are not limited to:

- cumulative impacts from groundwater diversions on the health of the underlying aquifer, including impacts on other users and impacts on stream-related resources connected to the aquifer;
- cumulative impacts related to transportation; and
- cumulative impacts related to air quality and objectionable odors.

The IS/MND would be improved by acknowledging and analyzing the potential for cumulative impacts resulting from the Proposed Project coupled with other cannabis cultivation projects being processed by the City, and any other reasonably foreseeable projects in Clearlake that could contribute to cumulative impacts similar to those of the Proposed Project.

Specific Comments and Recommendations

In addition to the general comments provided above, DCC provides the following specific comments regarding the analysis in the IS/MND.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
1	Ques. 21-22	4	Other public agencies whose approval may be required	N/A (General Comment)	The IS/MND could be more informative if it identified the permit(s) or approval(s) required from each of the agencies listed.
2	Ques. 23	4-5	AB 52 Consultation	N/A (General Comment)	The document would be strengthened if it included a list of all tribes contacted as part of the AB 52 consultation process.
3	Ques. 28	9-11	Site Photos	N/A (General Comment)	The IS/MND would be more informative if it included a brief description of the location and significance of each site photo.
4	Ques. 24	5	Impact Categories defined by CEQA	N/A (general comment)	The list of sources would be improved if it provided additional information regarding some of the references. For referenced documents, the author, title, and date of each document could be provided. For personal communications, the agency or organization, person contacted, date of contact, and method of contact should be provided. For websites, the URL and date visited should be provided. In addition, sources that are project-related studies could be made available via weblink or as attachments.
5	I(d)	14-15	Aesthetics	Mitigation Measure AES-1: All outdoor lighting shall be directed downwards and shielded onto the project site and not onto adjacent properties. All lighting shall comply and adhere to all federal, state and local	The IS/MND would be strengthened if the impact analysis and description of Mitigation Measure AES-1 identified the federal, state, and local agency requirements, as well as the City design standards, that would contribute to reduction in light and glare at the project site.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				agency requirements, including all requirements in darksky.org. (Refer to the City's Design Standards).	
6	III(a)	16	Air Quality	Construction of the site will be minimal and some minor site improvements will be necessary but the amount of earth that needs to be moved is not significant enough to trigger a grading permit.	The IS/MND would be improved if the Project Description and/or the impact analysis contained information about construction activities and grading proposed at the site that would support the statement about the need for a grading permit.
7	III(a)	16	Air Quality	No significant odor impacts are anticipated from the proposed cultivation operation, due to the proposed odor control equipment and practices, and the generous setbacks provided from public roads, property lines, and neighboring residences/ outdoor activity areas.	The IS/MND would be improved if the Project Description and/or the impact analysis contained information about proposed odor control equipment and practices and setbacks that would support the statement about the absence of odor impacts.
8	III(a)	17	Air Quality	Mitigation Measure AIR-10: If construction or site activities are conducted within Serpentine soils, a Serpentine Control Plan may be required. Any parcel with Serpentine soils must obtain proper approvals from LCAQMD prior to beginning any construction	The IS/MND would be strengthened if it discussed the potential for serpentine soils at the project site, indicated whether serpentine soils are present, and described the requirements of a Serpentine Control Plan that would reduce the impact of naturally occurring asbestos to a less-than-significant level.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				activities. Contact LCAQMD for more details.	
9	IV(a)	20	Biological Resources	Upon reviewing the Biological Resource Assessment all substantial adverse impacts, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service have been reduced. Therefore, to ensure impacts related to the Biological Resources are minimized, the following mitigation measures have been implemented.	The impact analysis summarizes the findings of the Biological Resource Assessment by stating that "all substantial adverse impacts... have been reduced." However, the impact analysis identifies mitigation measures that are described as intended to "ensure impacts related to the Biological Resources are minimized..." The IS/MND would be improved if the analysis and conclusion were revised to be consistent. The IS/MND would be strengthened by clearly stating whether implementation of the proposed mitigation measures would reduce those impacts to a less-than-significant level.
10	IV(e), (f)	21	Biological Resources	However, the project may require the removal of a small cluster of grasses and/or vegetation/trees. ... However, the project may require the removal of Oak Trees.	The IS/MND would be strengthened if it contains supporting information about proposed removal of vegetation, including oak trees, from the project site. Without supporting information, it is difficult to confirm that impacts would be less than significant.
11	VI(a)	23	Energy	N/A (General Comment)	The IS/MND would be improved if the impact analysis provided estimates of

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
					energy usage required for the Proposed Project and clearly identified the sources of energy. Additionally, the IS/MND would be strengthened if it described how the Proposed Project will comply with federal, State, and local requirements regarding energy use, specifically how the Proposed Project would comply with DCC regulations relating to the use of renewable energy in cultivation projects. (Cal. Code Regs., tit. 4 §§ 16203(g), 16305).
12	VII(a)	23	Geology and Soils	Project design shall incorporate Best Management Practices (BMPs) to the maximum extent practicable to prevent or reduce discharge of all construction or post construction pollutants into the County storm drainage system.	The IS/MND would be improved by describing the BMPs that would be implemented and/or including them as mitigation. Further, the IS/MND would be improved by describing how the incorporation of those specific BMPs would reduce potential for impacts on the County storm drainage system to a less-than-significant level.
13	VII(b)	24	Geology and Soils	Mitigation Measure GEO-1: Prior to any ground disturbance and/or operation, the applicant shall submit Erosion Control and Sediment Plans to the Community Development Department for review and approval. The project shall incorporate Best	The IS/MND would be improved by describing the BMPs that would be implemented and/or including them as mitigation. Further, the IS/MND would be improved by describing how the incorporation of those specific BMPs would reduce potential for impacts on the County storm drainage system to a less-than-significant level.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				Management Practices (BMPs) consistent with the City Code and the State Storm Water Drainage Regulations to the maximum extent practicable to prevent and/or reduce discharge of all construction or post-construction pollutants into the local storm drainage system.	
14	VII(e)	24-25	Geology and Soils	The project parcel is currently vacant, when development occurs, the cannabis operation shall adhere to all applicable Federal, State and local agency requirements regarding wastewater disposal systems, (i.e., connecting to public/private sewer facilities and/or onsite waste management systems (septic). Less Than Significant Impact	The IS/MND would be improved if it provided substantial evidence regarding the project's impacts relative to wastewater disposal.
15	VII(f)	25	Geology and Soils	Disturbance of paleontological resources or unique geologic features is not anticipated, but mitigation measures are in place to assure that in the event any artifacts are found. All potential impacts	The IS/MND would be improved if it clearly described how the identified mitigation measures would reduce impacts on paleontological resources to a less-than-significant level. In addition, the discussion refers to Mitigation Measure CUL-5, which is not described in Section V, Cultural Resources. The IS/MND would be

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				have been reduced to less than significant with the incorporated mitigation measures CUL-1 and CUL-5.	strengthened if the impact analysis correctly identified the relevant mitigation measures.
16	XIII(a)	25	Greenhouse Gas Emissions	At full buildout, the project can expect to generate 107 trips per day with an AM peak of 18 and a PM peak of 16 trips. This number is not considered significant.	Table 2, "Trip Generation Summary During Harvest," is divide into sections labeled "Near-Term," "Future," and "Buildout." The IS/MND would be improved if these terms were defined. In addition, the impact analysis could explain the connection between "near-term" and the 25 seasonal employees, and between "future" and the 10 full-time employees. The IS/MND would be strengthened if it provided supporting evidence for the statement that 107 trips per day is not considered significant.
17	IX(b)	27	Hazards and Hazardous Materials	The project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. ... See Response to Section IX(a): Less than Significant Impact with the incorporated mitigation measure HAZ -1 through HAZ-5.	The impact analysis states that the project will not create a significant hazard; however, the impact analysis also refers to Mitigation Measures HAZ-1 through HAZ-5. The IS/MND would be improved if the impact analysis described what impact requires mitigation and how the mitigation measures would reduce impacts.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
18	IX(f)	27	Hazards and Hazardous Materials	The project would not impair or interfere with an adopted emergency response or evacuation plan.	The IS/MND would be improved if it provided substantial evidence regarding the project's impacts relative to emergency response and evacuation plans.
19	X(d)	30	Hydrology and Water Quality	The project site is not located in an area of potential inundation by seiche or tsunami. The parcel is not located within a flood zone.	The IS/MND would be improved if it provided substantial evidence, such as reference to FEMA Flood Insurance Rate Maps, regarding the project's impacts relative to flooding.
20	XIII(a)	31	Noise	N/A (General Comment)	The document would be improved if it described the sources of noise (e.g., cultivation or manufacturing equipment, operation and maintenance activities) expected to occur during project operations and the levels of noise those sources are likely to generate. Additionally, the document should include a description of sensitive receptors, their distances from the Proposed Project site, and an analysis of whether the Project would result in noise-related impacts on sensitive receptors. The discussion should describe how Mitigation Measures NOI-1 through NOI-3 would reduce impacts to a less-than-significant level.
21	XV	32	Public Services	N/A (General Comment)	The analysis of Public Services impacts appears to have been included in Section XVI, Recreation. The document would be improved if this were corrected.
22	XVII(a)	34	Transportation	At full buildout, the project can expect to generate 107	Table 2, "Trip Generation Summary During Harvest," is divided into sections labeled

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				trips per day with an AM peak of 18 and a PM peak of 16 trips. This number is not considered significant.	"Near-Term," "Future," and "Buildout." The IS/MND would be improved if these terms were defined. In addition, the impact analysis could explain the connection between "near-term" and the 25 seasonal employees, and between "future" and the 10 full-time employees. The IS/MND would be strengthened if it provided supporting evidence for the statement that 107 trips per day is not considered significant.
23	XVIII(b)	35	Tribal Cultural Resources	N/A (General Comment)	The document would be strengthened if it included a list of all tribes contacted as part of the AB 52 consultation process.
24	XIX(b)	36	Utilities and Service Systems	The commercial cannabis operation will not expose occupants to potential pollutants concentrations from a wildfire(s) or the uncontrolled spread of a wildfire. The applicant will adhere to all applicable Federal, State and local agency requirements. Less Than Significant Impact	The checklist and the response in Section XIX(b) appear to have been transposed from Section XX, Wildfire. The document should contain an analysis of whether the Proposed Project would have sufficient water supplies available to serve the project and reasonably foreseeable development during normal, dry, and multiple dry years.
25	XXI	38	Mandatory Findings of Significance	N/A (General Comment)	The IS/MND could be more informative if it listed the mitigation measures it refers to in this section. The measures need not be repeated in full, but at a minimum they should be listed by number.
26	XXI(b)	38	Mandatory Findings of	N/A (General Comment)	The IS/MND should identify whether any other cannabis growing operations exist

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
			Significance (Cumulative Impacts)		or have been proposed in the vicinity of the Proposed Project, and provide an analysis of whether the Proposed Project would make a considerable contribution to any cumulative impacts from these other projects.

Conclusion

DCC appreciates the opportunity to provide comments on the IS/MND for the Proposed Project. If you have any questions about our comments or wish to discuss them, please contact Kevin Ponce, Senior Environmental Scientist Supervisor, at (916) 247-1659 or via e-mail at Kevin.Ponce@cannabis.ca.gov.

Sincerely,

Rains,
Lindsay@Cannabis
Lindsay Rains,
Licensing Program Manager

Digitally signed by Rains,
Lindsay@Cannabis
Date: 2021.08.10 11:43:54 -07'00'

TABLE 1, City Responses to Agency Comments

Commenting Agency	Summary of Comments	City Response
Lake County Department of Environmental Health	Overview of clearance requirements prior to operation	No new environmental issues raised. Permits will be required and clearances from this agency before project operation is permitted by the City.
Central Valley Water Quality Control Board	Overview of potential permitting requirements for the project regarding potential impacts to surface and groundwater quality.	The draft initial study includes recommendation and identifies various permits necessary. Mitigation measures are included in the draft initial study addressing the comments. No new environmental issues are raised in this comment and no revisions are necessary.
Lake County Fire Protection	Overview of requirements prior to operation and occupancy	City concurs with comments. Comments will be part of the conditions of approval for the project.
Lake County Air Quality Management District	List of requirements that may be applicable to the project	City concurs with comments. Comments are part of the mitigation measures for the project.
Department of Cannabis Control (DCC)	GC 1: DCC has jurisdiction over issuance of cannabis microbusinesses. • Provide more information in the project description (operation and maintenance activities, water source and amounts, utilities etc., vehicle trips, greenhouse design • Insert Site plan as a figure rather than an attachment. • Use graphics to describe zoning and general plan designations of surrounding properties • Describe surrounding uses in project description	Comments noted. This is not a cannabis microbusiness per DOC definition. The IS/MND contains a brief, thorough, and adequate Project Description consistent with State CEQA Guidelines § 15063(d). The City does not see the need to add the site plan as a figure as it is referenced and attached to the document by reference as Attachment B. No new environmental issues are raised by this comment. Zoning and General Plan designations of surrounding properties are addressed in section 21. Comment noted. Surrounding uses are adequately described in section 21 of the IS/MND.
DCC	GC 2: Provide description of volatile substances that will be used in manufacturing and include detailed analysis of impacts related to air quality, hazards and hazardous substances, and greenhouse gas emissions	Comment noted. Section III, Air Quality, Section VIII, Greenhouse Gas Emissions, and Section IX, Hazards and Hazardous Materials, provides an adequate description and analysis for project impacts on these categories. Additional details will be provided to DCC upon license application submittal.
DCC	GC 3: Provide copies of plans and documentation with application for DCC license	Comment noted. Plans and reports will be included with any application to DCC made by the applicant.

DCC	GC 4: Provide additional evidence to support the impact statements in the checklist	Comment noted. No new environmental issues are raised in this comment and no revisions are necessary.
DCC	GC 5: Provide more information regarding the Federal, State and local requirements to which the project will adhere.	No new environmental issues are raised by this comment
DCC	GC 6: Project should acknowledge that a microbusiness license is required from DCC and topics the DCC regulates and protections provided through such regulation.	This is not a microbusiness per DOC definition.
DCC	GC 7: Consider cumulative impacts to groundwater diversions, transportation, air quality and odors.	Cumulative impacts of all categories have been adequately considered in this document.
DCC	SC 1: Identify permits or approvals required from other agencies	No new environmental issues are raised by this comment and no further environmental analysis is required.
DCC	SC 2: List all tribes contact as part of AB 52 process	The project was circulated in accordance to AB 52 to Elem Indian Colony, KOI Nation and the Native American Heritage Commission. The City did not receive any comments from the above Tribal organizations
DCC	SC 3: Provide description of photos	Locations of photos provided in Final Initial Study. No new environmental issues are raised by this comment.
DCC	SC 4: Provide more information on ref. documents and communications.	No new environmental issues are raised by this comment and no further environmental analysis is required.
DCC	SC 5: Identify agency requirements and applicable design standards in mit. meas. AES-1	Federal, state and local agency have been included in mitigation measure AES-1. No new environmental issues are raised in this comment.
DCC	SC 6: Provide more information in the project description or impact analysis related to grading and construction activities	Comment noted. Project Description consistent with State CEQA Guidelines § 15063(d). The IS/MND contains a brief, thorough description.
DCC	SC 7: Provide additional information regarding odor control equipment and practices.	Comment noted. Refer to mitigation measure AIR-7 addressing Odor Control plan.
DCC	SC 8: Discuss potential for Serpentine soils at the site	Comment noted. According to Lake County GIS, no Serpentine soils are on this site. No adjustments to the existing analysis are necessary.
DCC	SC 9: Discuss how Bio impacts have been reduced to levels less than significant through mitigation.	Comment noted. Clarifying language added. No new environmental issues raised.
DCC	SC 10: Provide supporting information that the removal of vegetation is a less than significant impact.	The site of development on the property is largely open field with little vegetation. Minimal trees to be removed. This is deemed an urban lot and no adjustments to the existing analysis are necessary. Refer to

		Biological report that provides more supporting information.
DCC	SC 12: Provide more description of the BMPs that will be incorporated to reduce drainage impacts.	Comment noted. Refer to site plan (Attachment B) for stormwater BMPs. No adjustments to the existing analysis are necessary
DCC	SC 13: Provide more description of the BMPs that will be incorporated to reduce erosion control impacts.	See response to SC 12 above. No adjustments to the existing analysis and proposed mitigation measures adequately address this comment.
DCC	SC 14: Provide more discussion regarding waste water impacts	Project will comply with County requirements for a septic system permit. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 15: Provide information regarding mitigation on paleontological resources and how the impact will be reduced.	Mitigation Measure CUL-5 is a typo. There is no CUL-5 Mitigation Measure. Text corrected to read CUL-3. No new environmental issues are raised by this comment.
DCC	SC 16: Define terms for “Near-Term,” “Future,” and “Buildout.” Explain why 107 trips per day is not considered significant.	107 trips per day to SR 53 is considered negligible both for near and future term build out (see 2040 General Plan for cumulative traffic impact evaluation for buildout. This is based on the City Engineer’s determination and knowledge of local traffic conditions, so this conclusion is determined adequate.
DCC	SC 17: Clarify which impacts of HAZ-1 through HAZ-5 will improve with mitigation and how.	All mitigation measures are intended to cover a broad range of hazards. More specific evaluation of hazards will be conducted during the building permit clearance review. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 18: Provide substantial evidence regarding emergency response and evacuation plans impacts.	The project has undergone review by the Police Department and the Lake County Fire Protection District with no noted concerns. These agencies/departments are most familiar with local conditions and therefore address substantial evidence adequacy. Further review of these departments/agencies will be conducted during building permit review to assure adequate emergency response and evacuation plans are adequate. No new environmental issues are raised by this comment, and no further environmental analysis is required.

DCC	SC 19: Provide substantial evidence (through FEMA Maps reference) regarding impacts to flooding.	Please refer to the biological report which identifies Burns Creek and flood issues/FEMA maps that address and include mitigation of flood impacts. This addresses adequate substantial evidence for the project.
DCC	SC 20: Describe sources of noise expected to occur and their sensitive receptors Describe how mitigation impacts NOI-1 through NOI-3 will reduce impacts to less than significant.	IS Document describes noise from road traffic (vehicles) and construction noise (project development). No adjustments to the existing analysis are necessary. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 21: Revise document to have discussion on public service impacts in section XVI instead of included with recreation.	Comment noted. Not an environmental issue and IS/MND has been revised appropriately. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 22: Define trip generation terms; provide evidence that 107 trips/day is not significant.	107 trips per day to SR 53 is considered negligible both for near and future term build out (see 2040 General Plan for cumulative traffic impact evaluation for buildout. This is based on the City Engineer's determination and knowledge of local traffic conditions, so this conclusion is determined adequate.
DCC	SC 23: list tribes contacted as part of AB52 consultation process.	The project was circulated in accordance to AB 52 to Elem Indian Colony, KOI Nation and the Native American Heritage Commission. The City did not receive any comments from the above Tribal organizations. In addition to sending the project out to these tribes, the Cultural Resources Study included outreach to local tribes.
DCC	SC 24: Revise checklist to correct section XIXb and XX, information has been transposed. Provide analysis that sufficient water is available.	Comment noted. Existing text is correct. No revisions needed regarding XIXb and XX. Document states project will be served by on-site wells. No adjustments to the existing analysis are necessary. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 25: List mitigation measures by number	Mitigation Measure numbers have been included in the discussion of section XXI, Mandatory Findings of Significance. A Mitigation Monitoring Program has been included with this project to assure proper mitigation is implemented.
DCC	SC 26: Identify other cannabis growers existing in the vicinity of the project and	The City is processing one additional commercial cannabis application

	describe if they would contribute to cumulative impacts.	across the street. Another commercial cannabis project was approved to the south on SR53. These uses are considered agricultural and industrial operations that are located in an Industrial Zoning District which has been evaluated for cumulative environmental impacts in the 2040 General Plan EIR (refer to Section XI, Land Use Planning).
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ENVIRONMENTAL CHECKLIST FORM INITIAL STUDY (IS 2021-02)

1. **Project Title:** Ogulin Hills Holdings, LLC (Conditional Use Permits to allow a Commercial Cannabis Operation)
2. **Permit Numbers:** UP 2021-05 (Cannabis); UP 2021-06 (Processing); UP 2021-07 (Distribution), UP 2021-08 (Manufacturing); UP 2021-09 Retail Delivery, Cannabis Regulatory/Business Permit, and Initial Study, IS 2021-02
3. **Lead Agency Name/Address:** City of Clearlake 14050 Olympic Drive
Clearlake, CA 95422
4. **Contact Person:** Mark Roberts – Senior Planner
Phone: (707) 994-8201
Email: mroberts@clearlake.ca.us
5. **Project Location(s):** 2185 Ogulin Canyon Road, Clearlake, CA 95422 .
6. **Assessor Parcel Number (APN):** 010-044-17-000
7. **Project Sponsor's Name/Address:** Brian Pensack, Garret Burdick, Kim Gardner 37 Lindaro Street, Suite 201, San Rafael, CA 94901
8. **Property Owner(s) Name/Address:** Same as Sponsor (See Response to # 7)
9. **Zoning Designations:** "I" Industrial, and "CB" Commercial Zoning District
10. **General Plan Designation:** Industrial
11. **Supervisor District:** District Two (2)
12. **Average Cross Slope:** Approximately 20-30%
13. **Earthquake Fault Zone:** Not within a fault zone
14. **Dam Failure Inundation Area:** Not within a Dam Failure Inundation Zone
15. **Flood Zone:** Not located within a known flood zone.
16. **Waste Management:** Onsite Waste Management System
17. **Water Access:** Onsite Well(s)
18. **Fire Department:** Lake County Fire Protection District

19. Description of Project: The project involves the development of a Commercial Cannabis located at 2185 Ogulin Canyon Road (APN 010-044-17). The land was previously owned by the City of Clearlake and was proposed to be the location of a new Public Works Corporation yard and animal shelter facility until June 2020. Plans and studies conducted by the City of Clearlake determined the land to not be a suitable location for these uses.

The proposed project involves initial development of cannabis related facilities including approximately 10,000 ft. of proposed manufacturing, processing, distribution buildings, and an approximately 3,000 ft. office and retail delivery building. Several cultivation greenhouses are also proposed. (please note: The operation will not be open to the public).

- **Cannabis Cultivation** is any activity involving the germinating, cloning, seed production, planting, growing, and harvesting of cannabis plants and the on-site drying, curing, grading, or trimming of cannabis plants.
- **Processing** of raw cannabis for the purpose of manufacturing, distribution and retail delivery.
- **Retail Delivery** of cannabis products on an on-call basis (no on-site retail)
- **Distribution** includes procuring Cannabis from permitted Cannabis Cultivation Sites or Cannabis Manufacturers for sale to permitted Cannabis Dispensaries, and the inspection, quality assurance, batch testing by a Type 8 licensee, storage, labeling, packaging, and other processes prior to transport to permitted Medical Cannabis Dispensaries.
- **Manufacturing** is to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product. The term “cannabis manufacture” includes the following: (a) Extraction processes (b) Infusion processes (c) Packaging or repackaging of cannabis products (d) Labeling or relabeling the packages of cannabis products.

According to the proposed site plans, the initial development of cannabis operation includes but is not limited to: (Please Note: The operation would not be open to the General Public)

- Two (2) – 5,000 Square feet (10,000 SQFT total) for manufacturing, and processing,
- A 3,000 square foot building for distribution, retail delivery only and office building
- Ten (10) Greenhouses (1,875 SQFT Each) for a total square footage of 18,750.
- Approximately five (5) water storage tank (size to be determined)
- 15’X15” (30 SQFT) Trash Enclosure
- The project is anticipated to have up to up to ten (10) employees during typical operations and up to twenty-five (25) employees during harvest season.

Access: The project site accessible from an existing gated accessway (located on the north side of Ogulin Canyon Road). The existing driveway extends north onto the property and then extends off to the west, east, and northeast up the hill and terminates at the top of the hill at the north end of the parcel to the parking area where the three new buildings will be constructed. A secondary access road connects into the driveway near the center of the parcel and extends east to west. The greenhouse structures will be constructed off this secondary access road below the main buildings.

Safety Security Plan: This Safety and Security Plan addresses risks and risk mitigation related to the physical buildings and site improvements, surrounding property, employee safety, information security, and how to avoid risks throughout the daily operations.

As State and local laws continue to change, this plan and security specifications will evolve and be updated. The project operator will continue to be in contact with the City of Clearlake staff and the City of Clearlake Police Department to ensure community relations and adherence to rules and regulations.

20. Environmental Setting: The project site is approximately +/- 21.25-acres (currently undeveloped) on the north side of Ogulin Canyon Road, approximately 0.46 mi east of State Route 53. The elevation ranges between approximately 1,410 to 1,535 feet above sea level. There is an existing dirt road/driveway that runs roughly north-south near the center of the parcel. The site was impacted by wildfire in 2016, which burned the southeast portion of the site and approximately 150-foot section located to the north.

Burns Valley Creek is an intermittent drainage, that flows east to west along Ogulin Canyon Road. The waterway occurs on the south side of Ogulin Canyon Road from the location of the proposed buildings and then crosses to the north side of the road just west of the driveway.

21 Surrounding Land Uses and Setting: Briefly describe the project's surroundings:

- The parcels to the **North** have a land use designation of "Industrial" and are either developed commercial uses or are undeveloped.
- The parcels to the **South and West** have a land use designation of "Industrial" and/or "Rural Residential" and are developed with commercial/industrial or residential uses.
- The parcels to the **East** of the project site are located within the County of Lake jurisdiction.

21. Other Public Agencies Whose Approval is Required: Local Agencies: City of Clearlake - Community Development (Planning, Building, Public Works); Clearlake Police Department, Lake County Fire Protection, Lake County Department of Environmental Health, Lake County Air Quality Management District, Lake County Special Districts, Local Tribal Organizations.

22. Federal and State Agencies: Central Valley Regional Water Quality Control Board, CA Department of Fish and Wildlife, Cal-cannabis, Department of Public Health, California Department of Transportation (Caltrans); California Department of Food and Agriculture (CDFA); California Department of Pesticides Regulations, California Bureau of Cannabis Control and California Department of Consumer Affairs

23. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.? Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3 (c) contains provisions specific to confidentiality.

Notification of the project was sent to local tribes on March 1, 2021, for "AB 52" Notification, which allows interested Tribes to request tribal consultation within 30 days of receipt of notice. The Community Development Department did not receive an AB 52 Tribal Consultation for this project, nor did we receive controversial comments.

24. Impact Categories defined by CEQA: The following documents are referenced information and are incorporated by reference into this document and are available for review upon request of the Community Development Department if they have not already been incorporated by reference into this report:

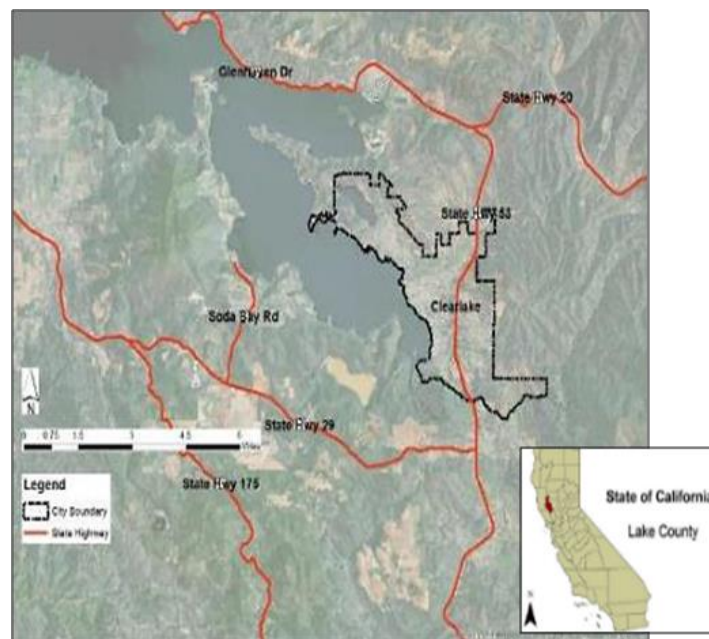
- City of Clearlake General Plan
- City of Clearlake Zoning Code/Municipal Code(s)
- City of Clearlake Housing Element
- City of Clearlake Police Department
- Conditional Use Permit Application Packet and Supplemental Materials
- Existing & Proposed Site Plans/Architectural Plans
- California Department of Transportation:
http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm
- U.S.D.A. Lake County Soil Survey
- Important Farmland Map <https://maps.conservation.ca.gov/agriculture/>
- Lake County Serpentine Soil Mapping
- California Natural Diversity Database (<https://www.wildlife.ca.gov/Data/CNDDDB>)
- U.S. Fish and Wildlife Service National Wetlands Inventory
- U.S.G.S. Geologic Map and Structure Sections of the Clear Lake Volcanic, Northern California, Miscellaneous Investigation Series, 1995
- Official Alquist-Priolo Earthquake Fault Zone maps for Lake County
- Landslide Hazards in the Eastern Clear Lake Area, Lake County, California, Landslide Hazard Identification Map No. 16, California Department of Conservation, Division of Mines and Geology, DMG Open –File Report 89-27, 1990
- Lake County Watershed Protection District Lake County Groundwater Management Plan - March 31, 2006
- Lake County Health Services Department
- Lake County Assessor/Recorders Office
- Lake County Special District Department
- Lake County Water Resource Department
- Clearlake Waste Solutions
- Clearlake Oaks County Water and Sanitation District
- Local Water District (i.e Golden State Water; Highland Water; Konocti Water)
- Lake County Air Quality Management District (LAQMD)
- Hazardous Waste and Substances Sites List: www.envirostor.dtsc.ca.gov/public
- California Department of Forestry and Fire Protection - Fire Hazard Mapping
- Lake County Fire Protection District
- National Pollution Discharge Elimination System (NPDES)
- Central Valley Regional Water Quality Control Board
- State Water Resources Control Board
- FEMA Flood Hazard Maps
- 2010 Lake County Regional Transportation Plan, Dow & Associates, October 2010
- Cal Recycle Solid Waste Information System
<http://www.calrecycle.ca.gov/SWFacilities/Directory/Search.aspx>
- Cal Cannabis (via Dept. of Food and Agriculture)
- California Water Resources Control Board California Department of Fish & Wildlife (CDFW)
- California Department of Pesticides Regulations
- California Department of Public Health
- California Bureau of Cannabis Control.
- California Department of Consumer Affairs

- Written comments received from public agencies.
- PG&E
- Site visit

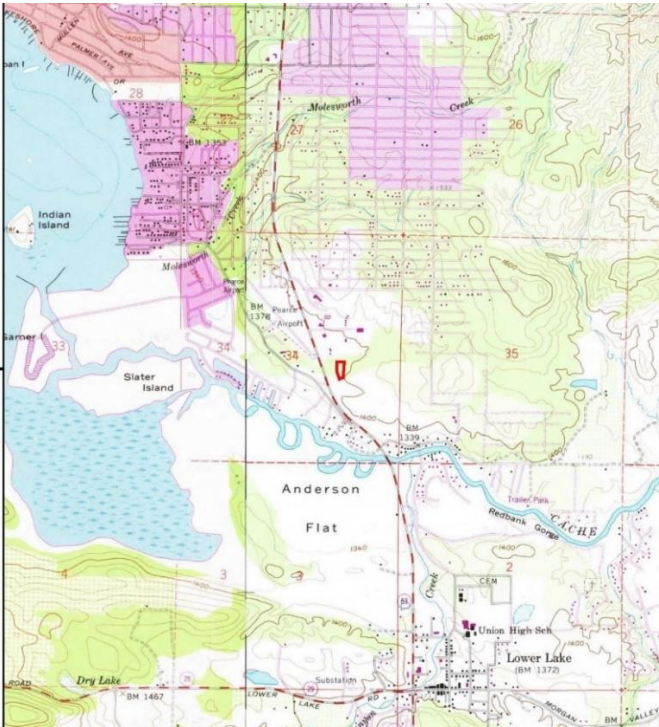
The following two reports were prepared for a previous project proposed for this site. The information contained in the reports is still valid and appropriate in reference to this current project.

- Natural Resources Due Diligence Letter for the Public Works Corporation Yard and Animal Control facility Project in Clearlake, CA by Sycamore Environmental Consulting, Inc. (dated October 20, 2016).
- Cultural resource Investigation for the Public Works Corporation Yard and Animal Control facility Project in Clearlake, CA by Sub Terra Consulting located in Chico, CA (dated January 3, 2017).
- Water Availability Analysis, June 2021.

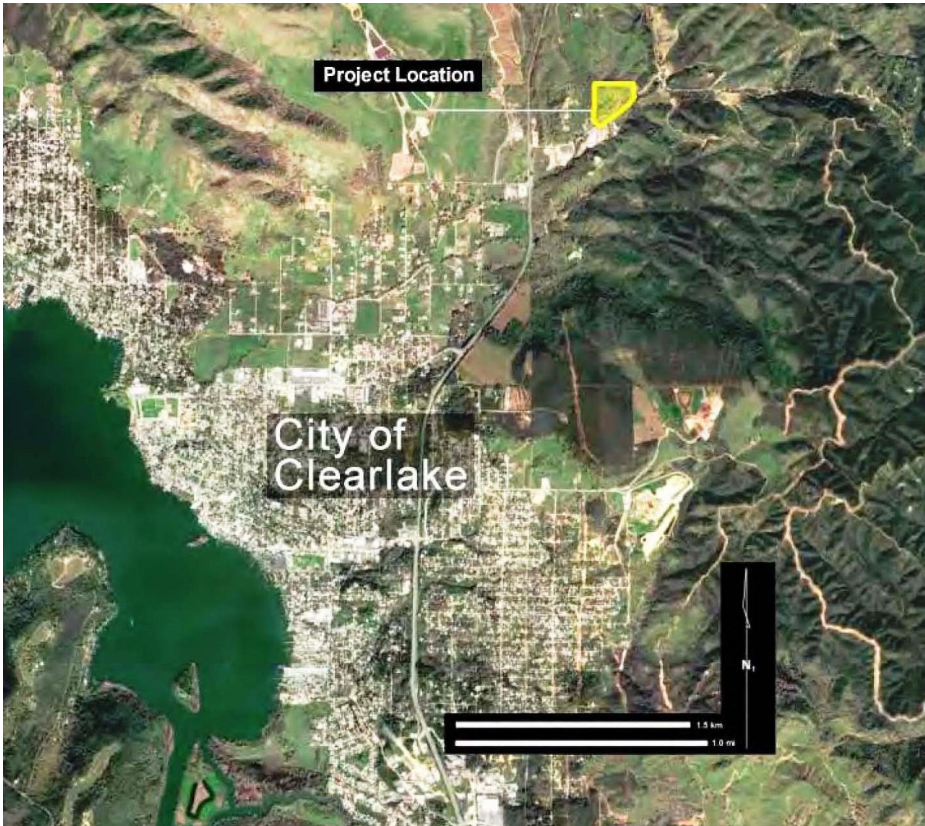
25. Figure 1 – Regional Map

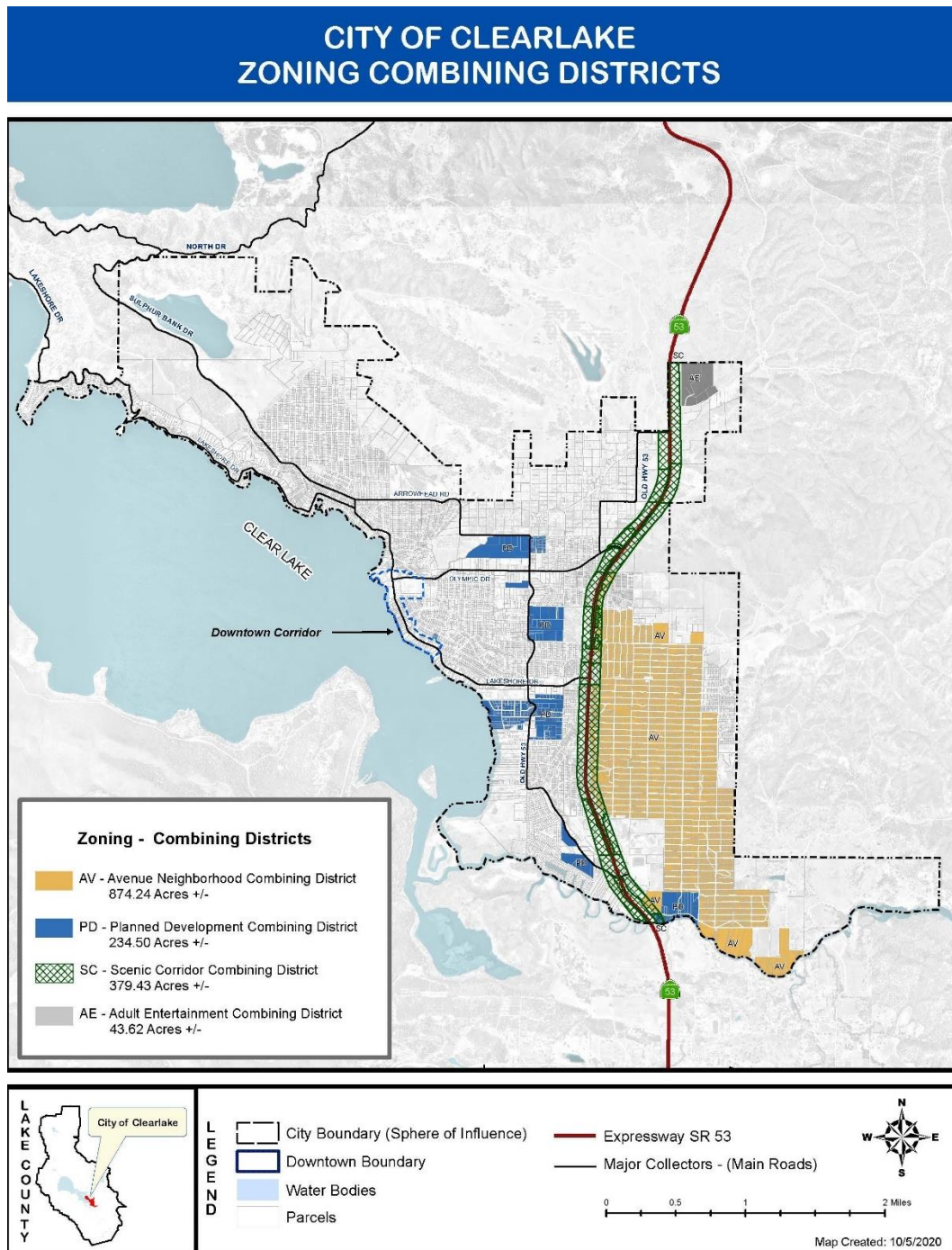


25. Figure 2 - USGS Map (See Below)



26. Figure 3 – Aerial/Location Map





28. Site Photos (photos correspond to this photo location map)





Photo 1



Photo 2



Photo 3



Photo 4



Photo 5

29. Initial Study Attachment

- Attachment A – Application Packet/Operational Plan
- Attachment B – Proposed and Existing Site Plans
- Attachment C - Mitigation Monitoring Reporting Program (MMRP)
- Attachment D – Biological Assessment/Report
- Attachment E – Agency Comments

Environmental Factors Effected: The environmental sections checked below would be potentially affected by this project in an adverse manner, including at least one environmental issue/significance criteria that is “potentially significant impacts” as indicated by the analysis in the following evaluation of environmental impacts.

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

DETERMINATION: (To be completed by the lead Agency)

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ **I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.**
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Prepared By: Mark Roberts

Title: Senior Planner

Signature: _____

Date: _____

**Alan Flora – City Manager
City of Clearlake, California**

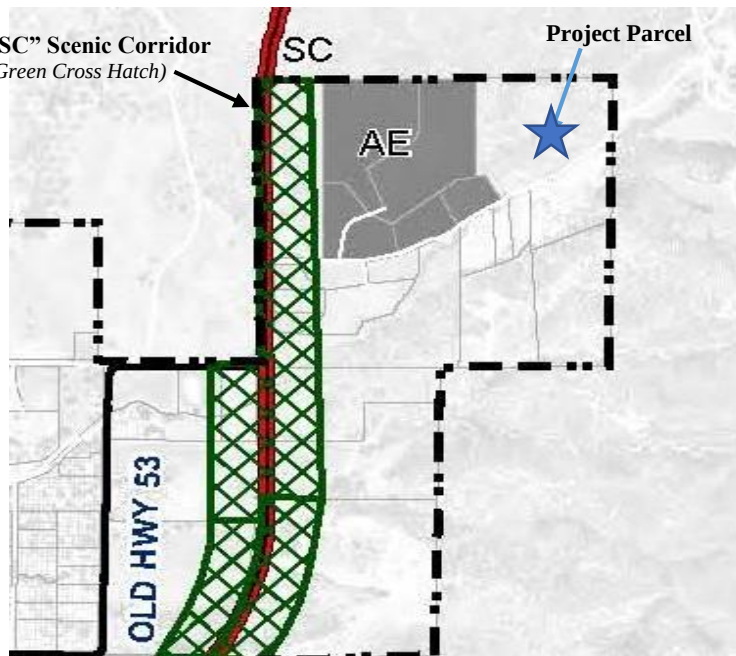
SECTION 1 - EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, and then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

- 4) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance

IMPACT CATEGORIES KEY:

- 1 = Potentially Significant Impact
- 2 = Less Than Significant with Mitigation Incorporation
- 3 = Analyzed in Prior EIR
- 4 = Substantially Mitigated by Uniformly Applicable Development Policies/Standards
- 5 = Less Than Significant Impact
- 6 = No Impact

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
SECTION I. AESTHETICS <i>Except as provided in Public Resources Code Section 21099, would the project:</i>							
a) Have a substantial adverse effect on a scenic vista that is visible from a City scenic corridor?	☐	☐	☐	☐	☒	☐	The project site is in the outskirts of the City of Clearlake (City), in Lake County (County), CA and is not located within a known scenic vista/corridor. The nearest scenic vista/corridor is along Highway 53, which is greater than 1,800 feet away from the project site. All development would occur greater than 50 feet from the front property line (along Ogulin Canyon Road). Therefore, then project will not have a substantial adverse effect on a scenic vista that is visible from a city scenic corridor. Less than significant Impact. 
b) Substantially damage scenic resources that is visible from a City Corridor, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☐	☒	☐	The project is not located within a known scenic vista/corridor and will not substantially damage scenic resources that is visible from a City Corridor, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway. All development will occur greater than 50 feet from the property line (along Olguin Canyon Road) will not require the removal of trees and/or rock outcroppings or historic structures. Less than significant Impact.
c) Conflict with applicable General Plan policies or zoning regulations governing scenic quality.	☐	☐	☐	☐	☒	☐	The project will not conflict with applicable any General Plan policies or zoning regulations governing scenic quality. The project is not located within a scenic vista/corridor. Additionally, a cannabis operation is an allowable use upon securing a conditional use permit pursuant to the City of Clearlake Municipal Code. Less than significant impact.
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☒	☐	☐	☐	☐	The commercial cannabis operation will occur within enclosed structures with minimal lighting used during evening/nighttime hours. All lighting will be directed downwards and shielded and adhere to all Federal, State and local agency requirements. However, passing motorist and/or nearby parcels may have limited visibility of the development, including minimal lighting during evening/night operations. All lighting will be directed downwards, shielded and adhere to all Federal, State and local agency requirements, including all dark-sky requirements. Therefore, to ensure that impacts related to the Aesthetics are minimized, following mitigation measures have been implemented. Mitigation Measure: AES-1 All outdoor lighting shall be directed downwards and shielded onto the project site and not onto adjacent properties. All lighting shall comply and adhere to all federal, state and local agency requirements, including all requirements in darksky.org. (Refer to the City's Design Standards).

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
SECTION II. AGRICULTURE AND FORESTRY RESOURCES <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board.</i> <i>Would the project:</i>							
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☐	☐	☒	The project parcel is categorized as " <u>Grazing Land</u> ". Grazing lands is a collective term used by the USDA-Natural Resources Conservation Service (NRCS) for rangeland, pastureland, grazed forestland, native and naturalized pasture, hay land, and grazed cropland. Although grazing is generally a predominant use on grazing lands, the term is also applied independently of any actual use for grazing. Grazing land is also described as land used primarily for production of forage plants maintained or manipulated primarily through grazing management. However, the commercial cannabis operation is an allowable use upon securing a Conditional Use Permit pursuant to the City of Clearlake Municipal Code. Therefore, the commercial cannabis operation will not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring. No Impact.
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☐	☐	☒	The project parcels have a land use zoning designation of "I" Industrial, and "CB" Cannabis Commercial Zoning. A commercial cannabis operation will not conflict with the existing zoning destinations for agricultural use(s) and/or a Williamson Act Contract. Additionally, a commercial cannabis operation is an allowable use within the above Zoning Designations upon securing a Conditional Use Permit Pursuant to the City of Clearlake's Municipal Code(s). No Impact.
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☐	☐	☒	The project will not conflict with existing zoning for, or cause the rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)). Additionally, a commercial cannabis operation is an allowable use with the I" Industrial, and "CB" Commercial Zoning upon securing a Conditional Use Permit Pursuant to the City of Clearlake's Municipal Code(s). No Impact
d) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☐	☐	☒	The project will not involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural uses or the conversion of forest land to non-forest uses. a commercial cannabis operation is an allowable use with the I" Industrial, and "CB" Commercial Zoning upon securing a Conditional Use Permit Pursuant to the City of Clearlake's Municipal Code(s). No Impact
SECTION III. AIR QUALITY <i>Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations.</i> <i>Would the project:</i>							
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☒	☐	☐	☐	☐	The project has some potential to result in short- and long-term air quality impacts and other particulate matter, as well as exhaust emissions generated by earthmoving activities from site preparation, construction and during routine operations. Construction emissions are caused by onsite or offsite activities. Onsite emissions principally consist of exhaust emissions from construction equipment, motor vehicle

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							operations, and fugitive dust from disturbed soil. The proposed Air Quality Plan indicates how the applicant Intends to minimize these Impacts. All fugitive dust (including vehicular) will be controlled by wetting soils with a mobile water tank and hoses, or by delaying ground disturbing activities until site conditions are not windy, and by eliminating soil stockpiles. Construction of the site will be minimal and some minor site improvements will be necessary but the amount of earth that needs to be moved is not significant enough to trigger a grading permit. Cannabis cultivation may generate objectionable odors, particularly when the plants are mature/flowering in the cultivation area(s) or when being processed (drying, curing, trimming, and grading) after harvest. No significant odor impacts are anticipated from the proposed cultivation operation, due to the proposed odor control equipment and practices, and the generous setbacks provided from public roads, property lines, and neighboring residences/outdoor activity areas. According to the Air Quality Section of the "Project Plan"- prior to operation, a member of the staff will be assigned to handle all odor complaints. These individual(s) are responsible for responding to odor complaints 24 hours per day/seven (7) days a week, including holidays. All property owners and residents within a 1,000-foot radius of the cannabis facility shall be provided with the contact information of the individual(s) responsible for responding to the odor complaints. The operation will also develop internal policies and procedures describing the actions to be taken when an odor complaint is received. When an odor complaint is received, it will be forwarded to the manager responsible for odor control. The complaint will be logged, including the time and type of complaint, the location of the odor reception, and the contact information of the person submitting the complaint. The incident will be investigated, and the concern identified. The manager will visit the site or facility in question and determine any deficiencies in the odor control system (where applicable) and identify remedies. The manager will prepare a written response and send it by certified mail to the person who made the complaint. The correspondence should acknowledge the complaint, describe the incident, and identify what remedial actions were taken. Section 18-43,060 of the Zoning Code indicates that all commercial cannabis operations to provide and maintain an odor control plan that requires that odors of cannabis cannot be readily detected from outside of the structure in which the permitted premises are located. The proposed odor control plan seems to acknowledge that odors could be detected outside the structure without significant enhancements, such as carbon filtering. As part of the conditional use permit, project shall comply with all applicable Federal, State and local agency requirements, including the City of Clearlake Municipal Code(s). Therefore, to ensure impacts related to the Air Quality are minimized, the following mitigation measures have been implemented. <u>Mitigation measures:</u> AIR 1: Construction activities shall be conducted with adequate dust suppression methods, including watering during grading and construction activities to limit the generation of fugitive dust or other methods approved by the Lake County Air Quality Management District. Prior to initiating soil removing activities for construction purposes, the applicant shall pre-wet affected areas with at least 0.5 gallons of water per square yard of ground area to control dust. AIR 2: Driveways, access roads and parking areas shall be surfaced in a manner so as to minimize dust. The applicant shall obtain all necessary encroachment permits for any work within the right-of-way. All improvement shall adhere to all applicable federal, State and local agency requirements. AIR 3: Any disposal of vegetation removed as a result of lot clearing shall be lawfully disposed of, preferably by chipping and composting, or as authorized by the Lake County Air Quality Management District and the Lake County Fire Protection District.

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							AIR-4. During construction activities, the applicant shall remove daily accumulation of mud and dirt from any roads adjacent to the site. AIR-5. Grading permits shall be secured for any applicable activity from the Community Development Department, Building Division. Applicable activities shall adhere to all grading permit conditions, including Best Management Practices. All areas disturbed by grading shall be either surfaced in manner to minimize dust, landscaped or hydro seeded. All BMPs shall be routinely inspected and maintained for life of the project. AIR-6 All refuse generated by the facility shall be stored in approved disposal/storage containers, and appropriately covered. Removal of waste shall be on a weekly basis so as to avoid excess waste. All trash receptacles/containers shall remain covered at all times to prevent fugitive odors and rodent infestation. An odor control plan shall be submitted for review and approval by the City in accordance with the Zoning Code. Odor control shall be maintained to an acceptable level at all times. AIR-7 An odor control plan shall be submitted for review and approval by the City that complies with the City's Zoning Code. Odor control shall be maintained at all times so that odor from cannabis operations on the site will not be detected outside structures. This plan shall include enhanced carbon filtering to ensure compliance with the Code. AIR-8 Any demolition or renovation is subject to the Federal National Emissions Standard for Hazardous Air Pollutants (NESHAP) for asbestos in buildings requires asbestos inspections by a Certified Asbestos Consultant for all major renovations and all demolition. An Asbestos Notification Form with the Asbestos inspection report must be submitted to the district at least 14 days prior to beginning any demolition work. The applicant must contact the district for more details and proper approvals. Regardless of asbestos content or reporting requirements all demolition and renovation activities should use adequate water/ amended water to prevent dust generation and nuisance conditions. AIR-9 Construction activities that involve pavement, masonry, sand, gravel, grading, and other activities that could produce airborne particulate should be conducted with adequate dust controls to minimize airborne emissions. A dust mitigation plan may be required should the applicant fail to maintain adequate dust controls. AIR-10 If construction or site activities are conducted within Serpentine soils, a Serpentine Control Plan may be required. Any parcel with Serpentine soils must obtain proper approvals from LCAQMD prior to beginning any construction activities. Contact LCAQMD for more details. AIR-11. All engines must notify LCAQMD prior to beginning construction activities and prior to engine use. Mobile diesel equipment used for construction and/or maintenance must be in compliance with State registration requirements. All equipment units must meet Federal, State and local requirements. All equipment units must meet RICE NESHAP/ NSPS requirements including proper maintenance to minimize airborne emissions and proper record-keeping of all activities, all units must meet the State Air Toxic Control Measures for CI engines and must meet local regulations. AIR-12. Site development, vegetation disposal, and site operation shall not create nuisance odors or dust. During the site preparation phase, the District recommends that any removed vegetation be chipped and spread for ground cover and erosion control. Burning of debris/construction material is not allowed on commercial property, materials generated from the commercial operation, and waste material from construction debris, must not be burned as a means of disposal. AIR-13. Significant dust may be generated from increase vehicle traffic if driveways and parking areas are not adequately surfaced. Surfacing standards should be included as a requirement in the use permit to minimize dust impacts

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							the public, visitors, and road traffic. At a minimum, the district recommends chip seal as a temporary measure for primary access roads and parking. Paving with asphaltic concrete is preferred and should be required for long term occupancy. All areas subject to semi-truck / trailer traffic should require asphaltic concrete paving or equivalent to prevent fugitive dust generation. Gravel surfacing may be adequate for low use driveways and overflow parking areas; however, gravel surfaces require more maintenance to achieve dust control, and permit conditions should require regular palliative treatment if gravel is utilized. White rock is not suitable for surfacing (and should be prohibited in the permit) because of its tendency to break down and create excessive dust. Grading and re-graveling roads should utilizing water trucks if necessary, reduce travel times through efficient time management and consolidating solid waste removal/supply deliveries, and speed limits.
b) Result in a cumulatively considerable net increase of ROC and/or NOx emissions??	☐	☒	☐	☐	☐	☐	See Response to Section III(a). Therefore, all potential impacts have been reduced to less than Significant Impacts with the incorporated Mitigation Measures AIR-1 through AIR-13.
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐	☐	☐	See Response to Section III(a). Therefore, all potential impacts have been reduced to less than Significant Impacts with the incorporated Mitigation Measures AIR-1 through AIR-13.
d) Result in other emissions that create objectionable odors adversely affecting a substantial number of people?	☐	☒	☐	☐	☐	☐	See Response to Section III(a). Therefore, all potential impacts have been reduced to less than Significant Impacts with the incorporated Mitigation Measures AIR-1 through AIR-13.

SECTION IV. BIOLOGICAL RESOURCES

Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐	☐	☐	A Natural Resources Due Diligence Letter for the Public Works Corporation Yard and Animal Control Facility Project in Clearlake, CA, was prepared by Sycamore Environmental Consulting, Inc (dated October 20, 2016,). This report was completed as a preliminary measure to investigate the potential impacts of cannabis cultivation within the established Study Area. The Study Area defined in this Report is located approximately 1.50 miles northeast of Clearlake, California in Lake County. No sensitive or special-status vegetation was observed during the site visit nor will be removed within the project area. According to the report "A biological assessment, as defined by the United States Fish and Wildlife Service's (USFWS), is "information prepared by a qualified biologist to determine whether a proposed action is likely to: (1) adversely affect listed species or designated critical habitat; (2) jeopardize the continued existence of a species that are proposed for listing; or (3) adversely modify proposed critical habitat. A biological assessment is a specific document required under Section 7 of the Federal Endangered Species Act (FESA) when project actions have the potential to result in "may affect" determination," (USFWS: Endangered Species Glossary, 2020)" <u>Report Summary:</u> The Sycamore survey indicated that no wetlands were observed in the area of proposed development. Drainages and Burns Valley Creek occur on the parcel outside the proposed area of construction. During construction, water quality should be protected by implementation of BMPs to minimize the potential for siltation in Burns Valley Creek or the ephemeral drainage in the BSA. Impacts to wetlands and waters would require a Section 404 and Section 401 Clean Water Act Permit; and a CDFW Streambed Alteration Agreement. The project site provides potential nesting habitat for MBTA-protected birds and birds of prey. The site provides marginal habitat for pallid bat. The site does not provide habitat for any federal or state listed plant species. The project site provides potential habitat for 15 CNPS special-status plant species. No special status plants were observed in the BSA during the biological survey on 11 August 2016. Special status plants are not anticipated in existing cleared areas, such as
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IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							the roads and other graded areas without vegetation. Botanical surveys are recommended in areas where vegetation would be removed for construction activities. Botanical surveys need to be seasonally timed to coincide with evident and identifiable periods for particular plants. The special-status species with potential to occur were not evident and identifiable during the general biological survey conducted in August. Two botanical surveys, conducted in March and June, are recommended to cover the blooming period of special status plants. <u>Special Status Animals Species:</u> According to the Report there were no special status habitats observed within the study area. Western Bumblebee (<i>Bombus occidentalis</i>): Due to the project areas habitat quality, and due to the abundant suitable habitat within the study area, it is unlikely that there would be a significant loss of nesting habitat as a result of project development. Therefore, it is unlikely that project development would result in a significant decrease in forage material, and it is not anticipated that the project will negatively impact the Western Bumblebee. Burrowing Owl (<i>Athene cunicularia</i>): This species occupies grasslands, shrub steppes, and savannas. They also occur in other open areas such as agricultural lands, old fields, extensive forest clearings, airports, golf courses, and spacious residential zones. They live underground in burrows they have dug themselves or taken over from a prairie dog, ground squirrel, or tortoise. According to the report, no burrows were observed during the site visit. However according to the report, the species may. The surrounding suitable habitat will not be disturbed in anyway related to proposed project activities and therefore this species is still capable of existing within the Study Area without a negative impact. Northern Spotted Owl (<i>Strix occidentalis caurina</i>): According to the report the habitat of the study area is not dominated by this forest, therefore it is not suitable for the Northern Spotted Owl. <u>Wetland Determination:</u> According to the biological assessment no potential wetland features were identified during the site inspection. Upon reviewing the Biological Resource Report all substantial adverse impacts, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service have been reduced. In reviewing the Natural Resources Due Diligence Letter for the Public Works Corporation Yard and Animal Control Facility Project in Clearlake, CA, October 20, 2016, by Sycamore Environmental Consulting, Inc., Sacramento, CA. (See Appendix A) in relation to this proposed project, it is the conclusion of the authors of this study that the project will not have a substantial adverse effect on state or federally protected wetlands (including, not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. The California Department of Fish & Wildlife filing fee shall be submitted as required by California Environmental Quality Act (CEQA) statute, Section 21089(b) and Fish and Game Code Section 711.4. The fee should be paid within five (5) days of approval of the mitigated negative declaration at the Lake County Clerk's Office. Once fees have been paid, the applicant shall submit a copy of all documentation to the City of Clearlake, verifying the fees have been paid. Said permit shall not become valid, vested or operative until the fee has been paid. Upon reviewing the Biological Resource Assessment all substantial adverse impacts, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service have been reduced. With the implementation of the proposed mitigation measures in combination with existing regulatory requirements of State and federal agencies, the project would result in less than significant impacts on this resource

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							category. Therefore, the proposed project would result in less than significant impacts with mitigation incorporated. Mitigation Measures: BIO -1. Prior to development, a protocol-level botanical survey shall be completed within the location defined as being feasible for project activities to occur within this Report. The survey shall follow procedures recommended by CDFW and in accordance with the guidelines established by CNPS, from the document “<i>Protocols for Surveying and Evaluating Impacts to Specie Status Native Plant Opulations and Sensitive Natural Communities</i>”. BIO-2. If project development results in a sufficient amount of noise from the use of machinery, construction shall occur between September 1 and January 31 to avoid disturbance to migratory nesting birds, or a buffer shall be established by a qualified biologist if nesting birds are present. BIO-3. If construction occurs within the migratory bird nesting season (February 1 and August 31), a qualified biologist shall conduct a nesting birds survey fourteen (14) days prior to project development, including vegetation removal. BIO-4. Prior to any ground disturbance, the applicant shall conduct a site inspection for Burrowing Owls Presence within the project area. If Burrow Owls are observed, a pre-construction surveys shall be completed by a qualified biologist fourteen (14) days prior to site development. The survey shall be conducted to determine if the project area has active dens and determine if avoidance of these active dens can occur. If active dens are determined to be present, owl relocation shall occur to other onsite suitable habitat prior to development BIO-5. If additional activities are proposed that may result in take of a listed species, agency personnel from CDFW and SFWS shall further analyze the potential impacts and provide technical assistance for any listed species. If required, guidelines for these reconnaissance surveys should be followed in accordance to the CDFW Survey and Monitoring Protocols and Guidelines, which can be located here: https://www.wildlife.ca.gov/conservation/survey-protocols.
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☐	☒	☐	According to the Natural Resources Due Diligence Letter for the Public Works Corporation Yard and Animal Control Facility Project in Clearlake, CA, prepared by Sycamore Environmental Consulting, Inc (dated October 20, 2016,), the project will not have a substantial adverse effect on any riparian habitat and/or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Less than significant impact.
c) Have a substantial adverse effect on state or federally protected wetlands (including, not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☐	☒	☐	According to the Natural Resources Due Diligence Letter for the Public Works Corporation Yard and Animal Control Facility Project in Clearlake, CA, prepared by Sycamore Environmental Consulting, Inc (dated October 20, 2016,), there are no known wetlands onsite. Therefore, the project will not have a substantial adverse effect on state or federally protected wetlands (including, not limited to, marsh, vernal pool, coastal, etc.)

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☐	☒	☐	According to the Natural Resources Due Diligence Letter for the Public Works Corporation Yard and Animal Control Facility Project in Clearlake, CA, prepared by Sycamore Environmental Consulting, Inc (dated October 20, 2016) the project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Less than significant impact.
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☐	☒	☐	The project will have minimal to no conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. However, the project may require the removal of a small cluster of grasses and/or vegetation/trees. Prior to tree removal, the applicant shall obtain a Tree Removal Permit from the City of Clearlake and if Oak Trees are to be removed, they shall be replaced in accordance with Section 18-40.050 of the City of Clearlake Municipal Code. Less than Significant Impact.
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☐	☒	☐	The project will not conflict with any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. However, the project may require the removal of Oak Trees. Less Than Significant Impact

SECTION V. CULTURAL RESOURCES

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐	☐	☐	An evaluation of the potential for historical, cultural, tribal, or paleontological resources on the project site and in the vicinity of the project a cultural resource investigation was conducted by Greg White, Sub Terra Archaeology and Paleontology, on December 30, 2016. This investigation included records searches, consultation with Native American tribes, and a site reconnaissance. According to the Cultural Resources Investigation, the likelihood that historic cultural/tribal materials, such as structural remains, trash pits, isolated artifacts, etc., could be present at the proposed project site is low and accidental discovery is unlikely to occur. The project site has undergone some disturbance during previous development, such as grading, excavation and some construction. According to the investigation, while several project improvements are planned for the project site, based on archival research that did not indicate the existence of any cultural resources in the proposed project area, combined with the previous disturbance to the location, the likelihood that the improvements would reveal historic-era materials is low. However, the possibility still exists that historic, cultural, paleontology, or tribal resources, could be discovered during project construction, resulting in a significant impact related to causing a substantial adverse change in the significance of a historical resource. It is unlikely that undiscovered cultural sites will be encountered during project development. However, it is recommended that work in the immediate vicinity of a find be suspended, and a Registered Professional Archaeologist called to evaluate the find according to California Environmental Quality Act (CEQA) Guidelines. Therefore, to ensure impacts related to the Cultural Resources are minimized, the following mitigation measures have been implemented. <u>Mitigation Measures:</u> CUL-1 During construction activities, if any subsurface archaeological remains are uncovered, all work shall be halted within 100 feet of the find and the applicant shall retain a qualified cultural resources consultant from the City's approved list of consultants to identify and investigate any subsurface historic remains and define their physical extent and the nature of any built features or artifact-bearing deposits. Significant historic cultural materials may include finds from the late 19th and early 20th centuries including structural remains, trash pits, isolated artifacts, etc.
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IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							CUL-2 The cultural resource consultant's investigation shall proceed into formal evaluation to determine their eligibility for the California Register of Historical Resources. This shall include, at a minimum, additional exposure of the feature(s), photo-documentation and recordation, and analysis of the artifact assemblage(s). If the evaluation determines that the features and artifacts do not have sufficient data potential to be eligible for the California Register, additional work shall not be required. However, if data potential exists – e.g., there is an intact feature with a large and varied artifact assemblage – it will be necessary to mitigate any Project impacts. Mitigation of impacts might include avoidance of further disturbance to the resources through Project redesign. If avoidance is determined to be infeasible, pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Archeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 Health and Safety Code. If an artifact must be removed during Project excavation or testing, curation may be an appropriate mitigation. This language of this mitigation measure shall be included on any future grading plans and utility plans approved by the City for the Project. CUL-3 If human remains are encountered, no further disturbance shall occur within 100 feet of the vicinity of the find(s) until the Lake County Coroner has made the necessary findings as to origin (California Health and Safety Code Section 7050.5). Further, pursuant to California Public Resources Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Lake County Coroner determines the remains to be Native American, the Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then identify the “most likely descendant(s)”, which parties agree will likely be the Koi Nation based upon the Tribe's ancestral ties to the area and previous designation as MLD on projects in the geographic vicinity. The landowner shall engage in consultations with the most likely descendant (MLD). The MLD will make recommendations concerning the treatment of the remains within 48 hours as provided in Public Resources Code 5097.98.
b) Cause a substantial adverse change in the significance of an archeological resource pursuant to §15064.5?	☐	☒	☐	☐	☐	☐	See Response to Section V(a): Less than Significant Impact with the incorporated mitigation measure CUL-1 through CUL-3.
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐	☐	☐	See Response to Section V(a): Less than Significant Impact with the incorporated mitigation measure CUL-1 through CUL-3.
SECTION VI. ENERGY							
<i>Would the project:</i>							
a) Consume energy resources in a wasteful, inefficient, or unnecessary amount during project construction and/or operation?	☐	☐	☐	☐	☒	☐	The proposed energy usage for this operation is minimal; energy use may include but is not limited to the security system; well pump(s); septic pumps (if necessary); lighting for structures, lighting fixtures and/or power as needed. The proposed use would not result in potentially significant environmental impacts due to wasteful, inefficient or unnecessary consumption of energy resources during project development or operations. An “Energy Usage Plan” is included in the Business Operation Plan which indicates that the project will use a mixture of full sun/outdoor cultivation, mixed light, and indoor cultivation. The property will likely be provided by solar power energy source; however, PG&E is likely proposed depending on feasibility. Use of electricity provided by PG&E for indoor cannabis cultivation may require a commercial/agricultural account. When indoor cultivation operations are initiated, this Energy Use subplan should be updated, and energy calculations performed. Approximately (16) 1,000-watt fixtures will be installed across the two greenhouses (approximately under 25 watts per square foot). For the outdoor cultivation operation, a small solar-powered electrical system may be installed to power low voltage items such as security cameras, and water pumps for drawing groundwater and mixing liquid fertilizers into the irrigation systems. All energy usage will adhere to all Federal, State and local agency requirements regarding energy use. Additionally, the applicant will obtain and maintained all necessary permits. Less than Significant Impact

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☐	☐	☒	The proposed commercial cultivation operations would not conflict with or obstruct an energy plan. The proposed use would adhere to all Federal, State and local agency requirements. No Impact
SECTION VII. GEOLOGY AND SOILS							
<i>Would the project:</i>							
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?	☐	☐	☐	☐	☒	☐	i) Earthquake Faults There are no mapped earthquake faults on or adjacent to the subject site. ii-iii) Seismic Ground Shaking and Seismic-Related Ground Failure, including liquefaction. The mapping of the site's soil indicates that the soil is stable and not prone to liquefaction. iv) Landslides According to the Landslide Hazard Identification Map prepared by the California Department of Conservation, Division of Mines and Geology, the project parcel soil is considered "generally stable" and not located within and/or adjacent to an existing known "landslide area". Project design shall incorporate Best Management Practices (BMPs) to the maximum extent practicable to prevent or reduce discharge of all construction or post construction pollutants into the County storm drainage system. BMPs include scheduling of activities, erosion and sediment control, operation and maintenance procedures and other measures in accordance City of Clearlake Municipal Code(s). Less Than Significant Impact
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐	☐	☐	The project is not anticipated to result in substantial soil erosion or the loss of topsoil. However, it may be necessary to grade approximately +/- 3,000 cubic yards of soil for project development. All disturbance will occur onsite, and no soil will be exported and/or imported. The applicant shall incorporate Best Management Practices (BMPs) consistent with the City Code and the State Storm Water Drainage Regulations to the maximum extent practicable to prevent and/or reduce discharge of all construction or post-construction pollutants into the local storm drainage system. All grading measure shall adhere to all Federal, State and local agency requirements. The project shall adhere to all Federal, State, and local agencies requirements. <i>Phipps Complex, 30-50% slopes (soil unit 197): This map unit is on uplifted, dissected hills. These soils are susceptible to slumping and gullyng. This soils classification is very deep, well drained and has a slow permeability. The average water capacity is 6.0 to 12 inches, with rapid runoff and the hazard for erosion is severe. The shrink well potential is high.</i> <i>Wolf-creek, Gravelly Loam, 0-2% slopes (soil unit 246): This map unit is very deep, well drained soils which are generally located within flood plains. This soils classification has a slow permeability with an average water capacity of 7.5 to 10 inches. This soils classification is subject to rare period of flooding during prolong high intensity storms. Surface runoff is very slow, and the hazard of erosion is slight.</i> Therefore, to ensure impacts related to the Geology and Soils are minimized, the following mitigation measures have been implemented. Mitigation Measures:

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							CUL-1 During construction activities, if any subsurface archaeological remains are uncovered, all work shall be halted within 100 feet of the find and the applicant shall retain a qualified cultural resources consultant from the City's approved list of consultants to identify and investigate any subsurface historic remains and define their physical extent and the nature of any built features or artifact-bearing deposits. Significant historic cultural materials may include finds from the late 19th and early 20th centuries including structural remains, trash pits, isolated artifacts, etc. CUL-2 The cultural resource consultant's investigation shall proceed into formal evaluation to determine their eligibility for the California Register of Historical Resources. This shall include, at a minimum, additional exposure of the feature(s), photo-documentation and recordation, and analysis of the artifact assemblage(s). If the evaluation determines that the features and artifacts do not have sufficient data potential to be eligible for the California Register, additional work shall not be required. However, if data potential exists – e.g., there is an intact feature with a large and varied artifact assemblage – it will be necessary to mitigate any Project impacts. Mitigation of impacts might include avoidance of further disturbance to the resources through Project redesign. If avoidance is determined to be infeasible, pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Archeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 Health and Safety Code. If an artifact must be removed during Project excavation or testing, curation may be an appropriate mitigation. This language of this mitigation measure shall be included on any future grading plans and utility plans approved by the City for the Project. CUL-3 If human remains are encountered, no further disturbance shall occur within 100 feet of the vicinity of the find(s) until the Lake County Coroner has made the necessary findings as to origin (California Health and Safety Code Section 7050.5). Further, pursuant to California Public Resources Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Lake County Coroner determines the remains to be Native American, the Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then identify the "most likely descendant(s)", which parties agree will likely be the Koi Nation based upon the Tribe's ancestral ties to the area and previous designation as MLD on projects in the geographic vicinity. The landowner shall engage in consultations with the most likely descendant (MLD). The MLD will make recommendations concerning the treatment of the remains within 48 hours as provided in Public Resources Code 5097.98.
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☐	☒	☐	According to the soil survey of Lake County, prepared by the U.S.D.A., the soil at the site is considered "generally stable" and there is little to no potential for landslide, subsidence, debris flows, liquefaction, or collapse. The project shall incorporate Best Management Practices (BMPs) consistent with the City Code and the State Storm Water Drainage Regulations to the maximum extent practicable to prevent and/or reduce discharge of all construction or post-construction pollutants into the local storm drainage system. Less Than Significant Impact
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☐	☒	☐	According to the soil survey of Lake County, California prepared by the U.S.D.A, the soils discussed above in Section has a shrink-swell potential of "low to high". Therefore, the commercial cannabis operation will have minimal to no substantial direct or indirect risks to life or property. The applicant will adhere to all Federal, State and local agency requirements, including all requirements in the City of Clearlake's Municipal Code(s). Less Than Significant Impact
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater	☐	☐	☐	☐	☒	☐	The project parcel is currently vacant, when development occurs, the cannabis operation shall adhere to all applicable Federal, State and local agency requirements regarding wastewater disposal systems, (i.e., connecting to public/private sewer facilities and/or onsite waste management systems (septic)). Less Than Significant Impact

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
disposal systems where sewers are not available for the disposal of wastewater?							
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐	☐	☐	Disturbance of paleontological resources or unique geologic features is not anticipated, but mitigation measures are in place to assure that in the event any artifacts are found. All potential impacts have been reduced to less than significant with the incorporated mitigation measures CUL-1 and CUL-3.

SECTION VIII. GREENHOUSE GAS EMISSIONS

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☐	☒	☐	In general, greenhouse gas emissions can come from construction activities (operation of equipment) and from post-construction activities (routine construction/maintenance, vehicle trips, etc.). The operation would not generate a significant number of vehicle trips. The project parcels are located greater than five (5) miles away from Route 53 and are in a rural area where it is not uncommon for individual to drive greater than +/- 20 mile per trip. As noted in the Trip Generation Summary prepared by W-Trans, it is during harvest time that the project is expected to generate the most trips. Please notes, according to a Memorandum dated May 18, 2021, from W-Trans, the project is anticipated to have up to up to ten (10) employees during typical operations and up to twenty-five (25) employees during harvest season. <table><tr><th colspan="10">Table 2 – Trip Generation Summary During Harvest</th></tr><tr><th rowspan="2">Land Use</th><th rowspan="2">Units</th><th colspan="2">Daily</th><th colspan="2">AM Peak</th><th colspan="3">PM Peak</th></tr><tr><th>Rate</th><th>Trips</th><th>Trips</th><th>In</th><th>Out</th><th>Trips</th><th>In</th><th>Out</th></tr><tr><td>Near-Term</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>General Light Industrial</td><td>25 emp</td><td>3.05</td><td>76</td><td>13</td><td>11</td><td>2</td><td>12</td><td>3</td><td>9</td></tr><tr><td>Future</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>General Light Industrial</td><td>10 emp</td><td>3.05</td><td>31</td><td>5</td><td>4</td><td>1</td><td>5</td><td>1</td><td>4</td></tr><tr><td>Buildout</td><td></td><td></td><td>107</td><td>18</td><td>15</td><td>3</td><td>17</td><td>4</td><td>13</td></tr><tr><td colspan="10">Note: emp = employees</td></tr></table> At full buildout, the project can expect to generate 107 trips per day with an AM peak of 18 and a PM peak of 16 trips. This number is not considered significant. Therefore, based on the anticipated trips for the proposed use the levels of greenhouse gasses emitted are not anticipated to be excessive and would not require intensive use of heavy equipment, and as such, would not degrade air quality or produce significant amounts of greenhouse gasses. Less Than Significant Impact	Table 2 – Trip Generation Summary During Harvest										Land Use	Units	Daily		AM Peak		PM Peak			Rate	Trips	Trips	In	Out	Trips	In	Out	Near-Term										General Light Industrial	25 emp	3.05	76	13	11	2	12	3	9	Future										General Light Industrial	10 emp	3.05	31	5	4	1	5	1	4	Buildout			107	18	15	3	17	4	13	Note: emp = employees									
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Note: emp = employees																																																																																														
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☐	☒	☐	This project will not conflict with any adopted plans or policies for the reduction of greenhouse gas emissions. The City of Clearlake is within an ‘air attainment’ basin. In accordance with the requirements of the Lake County Air Quality Management District, an air permit will be required as a condition of the use permit, prior to issuance of a building permit for the project. Refer to response in Section VIII(a). Less Than Significant Impact																																																																																							

SECTION IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☒	☐	☐	☐	☐	Materials associated with the operation, such as gasoline, diesel, carbon monoxide, pesticides, fertilizers and the equipment emissions may be considered hazardous if released into the environment. All hazards and hazardous materials will be stored in accordance to all Federal, State and local agency requirements. All routine construction materials and all materials associated with the proposed cultivation of commercial cannabis shall be transported and disposed of properly in accordance with all applicable Federal, State and local regulations. <u>Chemicals Storage and Effluent:</u> All chemicals stored and used at/by authorized personnel include but are not limited to fertilizers/nutrients, pesticides, and petroleum products (Agricultural Chemicals) and
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IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							chemical sanitation products necessary to maintain a sterile and healthy work environment. All fertilizers/nutrients and pesticides, when not in use, will be stored in their manufacturer's original containers/packaging, undercover, and at least 100 feet from surface water bodies and will be stored in their designated storage area. Petroleum products will be stored under cover, in the State of California-approved containers with secondary containment and separate from pesticides and fertilizers within the existing on-site wooden garage. Sanitation products will be stored in their manufacturer's original containers/packaging within a secure cabinet inside the proposed Processing Facility. Spill containment and cleanup equipment will be maintained within the proposed Pesticides and Agricultural Chemicals Storage Area and the Processing Facility. No effluent is expected to be produced by the proposed cultivation operation. All required warning signs will be posted, and material safety data sheets (MSDS) will be kept in the area where pesticides are stored. Emergency contact information in the event of pesticide poisoning shall also be posted at the work site including the name, address, and telephone number of emergency medical care facilities. Change areas and decontamination rooms will be available off-site. Before making a pesticide application, operators will evaluate equipment, weather conditions, and the property to be treated and surrounding areas to determine the likelihood of substantial drift or harm to non-target crops, contamination, or the creation of a health hazard. In an event of a spill or leak, the contaminated soil will be stored, transported, and disposed of consistent with applicable local, state, and federal regulations. Therefore, to ensure impacts related to the Hazards and Hazardous Materials are minimized, the following mitigation measures that have been implemented. <u>Mitigation Measures:</u> HAZ-1: All hazardous waste shall not be disposed of on-site without review or permits from Environmental Health Department, the California Regional Water Control Board, and/or the Air Quality Board. Collected hazardous or toxic waste materials shall be recycled or disposed of through a registered waste hauler to an approved site legally authorized to accept such material. HAZ-2: The storage of potentially hazardous materials shall be located at least 100 feet from any existing water well. These materials shall not be allowed to leak into the ground or contaminate surface waters. Collected hazardous or toxic materials shall be recycled or disposed of through a registered waste hauler to an approved site legally authorized to accept such materials. HAZ-3: Any spills of oils, fluids, fuel, concrete, or other hazardous construction material shall be immediately cleaned up. All equipment and materials shall be stored in the staging areas away from all known waterways. HAZ- 4: The storage of hazardous materials equals to or greater than fifty-five (55) gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of compressed gas, then a Hazardous Materials Inventory Disclosure Statement/Business Plan shall be submitted and maintained in compliance with requirements of Lake County Environmental Health Division. Industrial waste shall not be disposed of on site without review or permit from Lake County Environmental Health Division or the California Regional Water Quality Control Board. The permit holder shall comply with petroleum fuel storage tank regulations if fuel is to be stored on site. HAZ - 5: All equipment shall be maintained and operated in a manner that minimizes any spill or leak of hazardous materials. Hazardous materials and contaminated soil shall be stored, transported, and disposed of consistent with applicable local, state, and federal regulations.
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the	☐	☒	☐	☐	☐	☐	The project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. All chemicals, pesticides, fertilizer, and other materials associated with the operation shall adhere to all Federal, State, and local agency requirements. See Response to Section IX(a): Less than Significant Impact with the incorporated mitigation measure HAZ -1 through HAZ-5.

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
release of hazardous materials into the environment?							
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☐	☐	☒	The proposed project is not located within one-quarter mile of an existing or proposed school. No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☐	☐	☒	The project site is not listed as a site containing hazardous materials in the databases maintained by the Environmental Protection Agency (EPA), California Department of Toxic Substance, and Control State Resources Water Control Board. No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☐	☐	☒	The project is not located within two (2) miles of an airport and/or within an Airport Land Use Plan. No Impact
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☐	☒	☐	The project would not impair or interfere with an adopted emergency response or evacuation plan. The project has been reviewed by the Lake County Department of Environmental Health, Lake County Special Districts, City of Clearlake Police Department, City of Clearlake's Community Development Department (Building, Public Works, Planning), and the Local Fire Protection District/CalFire for consistency with access and safety standards. The City of Clearlake did not receive any adverse comments. Less Than Significant Impact
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☐	☒	☐	The project will not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires as it is located in a "Low to Moderate" Fire Hazard Severity Zone and within the Lake County Fire Protection District. The project was circulated for review to various agencies, include but not limited to City Engineer, City of Clearlake Police Department, City of Clearlake Building Official/Inspection, Lake County Fire Protection District and the California Department of Transportation (Caltrans). During the project review, no adverse comments were received. The application shall adhere to all current Federal, State and local agency requirements, including all mitigation measures and conditions of approval imposed on such use. Less Than Significant Impact

SECTION X. HYDROLOGY AND WATER QUALITY

Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☒	☐	☐	☐	☐	According to the Project Application material submitted by the applicant; the cannabis will be grown in above ground pots/boxes within the greenhouses. The operation will be provided water through the existing onsite well located in the northern portion of the project parcel. The water then will be pumped from a well and stored in one (1) 25,000-gallon water storage tank. The applicant will also install one (1) 5,000- or 10,000-gallon water storage tank for fire suppression. The water will then be pumped for the water storage tanks to the operations infrastructure. The entire site is in the watershed of the creek. Burns Valley Creek occurs on the south side of Ogulin Canyon Road and not in the vicinity of the proposed buildings, and then crosses to the north side of the road just west of the driveway. All cultivation areas are
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IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							located at least 100 feet from the top of bank of any known perennial and/or season waterway. Burns Valley Creek is an intermittent drainage that flows east to west along Ogulin Canyon Road. All access roads and parking areas are/will be graveled to prevent the generation of fugitive dust, and vegetative ground cover will be preserved and/or re-established as soon as possible throughout the entire site to filter and infiltrate stormwater runoff from the access roads, parking areas, and the proposed cultivation operation. To control runoff, the operation will incorporate appropriate Best Management Practices (BMPs) consistent with City code and State Storm Water Drainage Regulations to the maximum extent practicable to prevent or reduce discharge of all construction or post-construction pollutants into the local storm drainage system. All grading measure shall adhere to all Federal, State, and local agency requirements. The proposed operation would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Additionally, the applicant shall adhere, obtain, and maintain all necessary federal, state and local agency permits. Therefore, the operation will not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. However, to ensure impacts related to the Hydrology and Water Quality are minimized, the following mitigation measures have been implemented, including Significant Impact with BIO-1 through, BIO- 5; GEO-1 through GEO-3; and HAZ-1 through HAZ 5. HYD-1: The project design shall incorporate appropriate BMPs consistent with County and State storm water drainage regulations to prevent or reduce discharge of all construction or post-construction pollutants and hazardous materials offsite or all surface water. HYD-2: The production well shall have a meter to measure the amount of water pumped. The production wells shall have continuous water level monitors. The methodology of the monitoring program shall be described. A monitoring well of equal depth within the cone of influence of the production well may be substituted for the water level monitoring of the production well. The monitoring wells shall be constructed, and monitoring begun at least three months prior to the use of the supply well. An applicant shall maintain a record of all data collected and shall provide a report of the data collected to the County annually.
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☒	☐	☐	☐	☐	Water for both proposed domestic and irrigation uses will be delivered from an existing permitted water well. This system will use ground water pumped from the well directly into five (5) - 10,000-gallon water tanks for distribution to the building(s) plumbing system and to the greenhouses for irrigation. The well is approximately 375 feet deep and has a capacity of 80 gallons per minute (see attached well report). Based on the applicant's water management plan, the estimated total water demand for the project is 582,000 gallons per year (450,000 gallons+132,000 gallons). The yield of the well on the property is 80 gallons per minute, with a capacity in excess of 9.9 million gallons per year (40 hours/week x 52 weeks/year x 80 gallons/minute). A water meter will be installed in the water system and consumption will be logged daily. Water use efficiency will be analyzed for the previous year and a water budget will be generated for each upcoming grow cycle. To minimize the impact on groundwater supplies, the project will implement water conservation practices, including: • Selection of plant varieties that are suitable for mixed light cultivation. • The use of driplines and drip emitters (instead of spray irrigation). • Mulch to reduce evaporation. • Water application rates modified from data from soil moisture meters and weather monitoring. • Rooftop rainwater collection (where feasible and permitted). • Shutoff valves on hoses and water pipes. • Daily visual inspections of irrigation systems. • Immediate repair of leaking or malfunctioning equipment. • Water metering and budgeting. • Practices to prevent discharges from water supply equipment.

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
							- Water application rates minimized as necessary to prevent runoff and water equipment leaks repaired immediately. - Water filtration systems to be installed. - Tanks will supply gravitational head to the irrigation system. PVC pipes will deliver the water to the plants. - Mixing tanks will be used to mix liquid fertilizers, which will then be injected into the irrigation system supply lines. - At each planting station, black polyvinyl flexible tubes and drip emitters will be used to irrigate the plants. The following information is from: Lake County Watershed Protection District (administered by Lake County Water Resources Department), Lake County Groundwater Management Plan - March 31, 2006 - page 2-24 to 2-27. The project site is in the Burns Valley Groundwater Basin. Burns Valley Basin is in the Shoreline Inventory Unit. The Franciscan Formation borders the Burns Valley Basin on the north, Clear Lake borders the basin on the west, and the Cache Formation borders the basin on the south and east. The District monitors one well in the Burns Valley Basin. The monitoring well indicates that groundwater levels fluctuate from 2 feet below ground surface in the spring to 10 feet below ground surface in the fall. The data indicates that water levels rose in the Burns Valley Basin in 1981-1983. No information on groundwater movement is available. DWR estimates the useable storage capacity to be 1,400-acre feet (DWR 1960). Average-year agricultural groundwater demand in the Burns Valley basin is approximately 14 acre-feet per year. There are 86 domestic wells and 13 irrigation wells in the Burns Valley Basin. Approximately 50 percent of domestic wells are shallower than 75 feet deep, and approximately 50 percent of irrigation wells are shallower than 250 feet deep. The proposed project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. The conclusion is that there is adequate water availability for the Cannabis Processing and Cultivation project. See Response to Section “(a)” Hydrology and Water Quality above. Less than significant impact
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would: i) result in substantial erosion or siltation on-site or off-site; ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial	☐	☒	☐	☐	☐	☐	The commercial cannabis operations will not alter the existing drainage pattern of the site or the area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would in substantial erosion issues, increase the amount of runoff or create or contribute runoff which exceeds the capacity of the existing or planned storm water drainage system. The applicant will implement Best Management Practices (BMPs) in accordance with all applicable federal, State and local agency requirements, including the City of Clearlake’s Municipal Code which may include the placement of straw, mulch, seeding, straw wattles, and silt fencing and planting of native vegetation on all disturbed areas to prevent erosion. These measures shall be maintained for life of the project. See Response to Sections VII and X(a). Less Than Significant Impact with BIO-1 through, BIO- 5; GEO-1 through GEO-3; and HAZ-1 through HAZ 5.

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
additional sources of polluted run-off; or iv) impede or redirect flood flows?							
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☐	☐	☒	The project site is not located in an area of potential inundation by seiche or tsunami. The parcel is not located within a flood zone. In addition, the soils at the project site are generally stable; therefore, is minimal potential to induce mudflows. No Impact
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☐	☒	☐	The project would not conflict with or obstruct any water quality or management plans. Additionally, to control runoff, the operation will incorporate appropriate Best Management Practices (BMPs) consistent with City code and State Storm Water Drainage Regulations to the maximum extent practicable to prevent or reduce discharge of all construction or post-construction pollutants into the local storm drainage system. All grading measure shall adhere to all Federal, State and local agency requirements. Less than Significant.
SECTION XI. LAND USE AND PLANNING <i>Would the project:</i>							
a) Physically divide an established community?	☐	☐	☐	☐	☐	☒	The project is in the outskirts of the city limits, and in close proximity to the County of Lake's Jurisdiction. The surrounding development includes but is not limited to commercial/industrial development and rural residential development. Therefore, the project will not physically divide an established community. Therefore, the project will not physically divide an established community. No Impact
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☐	☒	☐	The proposed project is consistent with the site's General Plan designation (Industrial) and zoning ("I" Industrial District); therefore, it would not require any amendments to the City's General Plan or zoning ordinance. The project is, however, be subject to a Use Permit, approved by the Planning Commission in accordance with the City of Clearlake Municipal Code. Upon issuance of the Conditional Use Permit and with the incorporated mitigation measures and conditions of approval (<i>including obtaining and maintaining all necessary Federal, State and local agency permits</i>), the project will not conflict with any land use plan or policy intended for avoiding or mitigating an environmental effect(s). Additionally, the California Department of Food & Agriculture (CDFA) is responsible for licensing and regulating cannabis cultivation and enforcements as defined in the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), including regulations related to the cultivation of cannabis. The applicant is required to obtain a license(s) from the CDFA prior to legal cultivation occurring, including all additional Federal, State and local agency permits/license. Less Than Significant Impact.
SECTION XII. MINERAL RESOURCES <i>Would the project:</i>							
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☐	☐	☒	The operation would not result is the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. No Impact
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☐	☐	☒	The operations would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. No Impact
SECTION XIII. NOISE & VIBRATIONS <i>Would the project:</i>							
a) Generate construction noise levels that exceed the	☐	☒	☐	☐	☐	☐	Short-term increases in ambient noise levels to uncomfortable levels may be expected during project development, and routine maintenance of the project parcels. There will be vehicles entering and exiting the project premises, however these noise levels are minimal as along Ogulin Canyon Road. The applicant shall adhere to all Federal, State

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
Noise Ordinance exterior or interior noise standards at residential properties during the hours that are specified in the City's General Plan Noise Element?							and local agency requirements regarding noise standards. Therefore, to ensure impacts related to the Noise are minimized, the following mitigation measures have been implemented. <u>Mitigation Measures:</u> NOI-1: All construction activities including engine warm-up shall be limited to weekdays and Saturday, between the hours of 7:00am and 7:00pm to minimize noise impacts on nearby residents. NOI-2: Permanent potential noise sources such as, generators used for power shall be designed and located to minimize noise impacts to surrounding properties. NOI-3: During construction noise levels shall not exceed 65 decibels within fifty (50) feet of any dwellings or transient accommodations between the hours of 7:00 AM and 6:00 PM. This threshold can be increased by the Building Inspector or City Engineer have approved an exception in accordance with Section 5-4.4(b)(1) of the City Code. An exception of up to 80 decibels may be approved within one hundred (100) feet from the source during daylight hours. Project is expected to result in less than significant impacts with regard to noise and vibration.
b) Generate a substantial temporary (non- construction) or permanent increase in noise levels at existing sensitive receptors in the vicinity of the project site?	☐	☐	☐	☐	☐	☒	The project is not expected to create unusual groundborne vibration due to site development or operation. The low-level truck traffic would create a minimal amount of groundborne vibration. No Impact
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels and generate excessive ground borne vibration?	☐	☐	☐	☐	☐	☒	The project is not located within an airport land use plan or within two (2) miles of a public airport. No Impact
SECTION XIV. POPULATION AND HOUSING							
<i>Would the project:</i>							
a) Induce substantial unplanned population growth in an area, either directly or indirectly?	☐	☐	☐	☐	☐	☒	The project would increase employment in the area that might Induce some increased population growth, however, this growth would be negligible and not induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure. No Impact
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☐	☐	☒	The operation will not displace a substantial number(s) of existing people or housing, necessitating the construction of replacement housing elsewhere. No Impact

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
SECTION XV. PUBLIC SERVICES							
<i>Would the project:</i>							
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services?	☐	☐	☐	☐	☒	☐	The project does not propose housing or other uses that would necessitate the need for new or altered government facilities. There will not be a need to increase fire or police protection, schools, parks, or other public facilities as a result of the project's implementation. Less Than Significant Impact
SECTION XVI. RECREATION							
<i>Would the project:</i>							
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☐	☐	☒	The project site is located in the outskirts of the City of Clearlake (City), in Lake County (County), CA and minimal increase in traffic is anticipated due to construction, maintenance and weekly and/or monthly incoming and outgoing deliveries through the use of small vehicles only. Therefore, the project will not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. No Impact.
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? • Fire Protection • Police Protection • Schools • Parks • Other Public Services	☐	☐	☐	☐	☒	☐	This project will not necessitate the construction or expansion of any recreational facilities. The project parcel has adequate fire and police protection services through the Lake County Fire Protection District and the City of Clearlake Police Department. In their letter of December 12, 2020, the Lake County Fire Protection District, who services this property, indicated that the project would require compliance to several public safety code, including Installation and maintenance of water storage tanks. As a condition of the project and the building permit, all requirements of the district shall be complied with. In addition, the project shall pay all fees to the Fire District, including development Impact fees to address cumulative impacts on the district. • <u>Fire Protection:</u> The project parcel has adequate fire protection through the Lake County Fire Protection District and CA Department of Forestry and Fire Protection. • <u>Police Protection:</u> The [project parcel has adequate police protection through the City of Clearlake Police Department, including the Lake County Sheriff's Office. • <u>Schools:</u> The project will not result in substantial adverse impact(s) on the local school district. • <u>Parks:</u> The project will not result in substantial adverse impact(s) on the local parks. • <u>Other Public Facilities:</u> The project is will not result in substantial adverse impacts on other public facilities. Less Than Significant Impact

IMPACT
CATEGORIES*

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All determinations need explanation.
Reference to documentation, sources, notes and correspondence.

SECTION XVII. TRANSPORTATION

Would the project:

a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

☐☐☐☐☒☐

The subject property is located on the northerly side of Ogulin Canyon Road approximately 2,000 feet east of its intersection with State Route 53. Access to the project site would be by private drive(s) off of Ogulin Canyon Road. The project is estimated to generate some traffic to this area but would not be subject to any known federal plans, policies, regulations, or laws related to transportation and circulation. Caltrans is responsible for planning, designing, constructing, operating, and maintaining all State-owned roadways in Lake County. Federal highway standards are implemented in California by Caltrans. Any improvements or modifications to the State highway system within the City of Clearlake need to be approved by Caltrans, such as improvements to the intersection of Ogulin Canyon Road and State Route 53. The City of Clearlake is responsible for maintaining all other roadways in the City. The City's 2040 General Plan identifies State Route 53 as an Expressway and Ogulin Canyon Road as a Local Street. Other than planned improvements to State Route 53 by Caltrans, there are no immediate plans to improve Ogulin Canyon Road.

As noted in the Trip Generation Summary prepared by W-Trans, it is during harvest time that the project is expected to generate the most trips.

Table 2 – Trip Generation Summary During Harvest

Land Use	Units	Daily		AM Peak			PM Peak		
		Rate	Trips	Trips	In	Out	Trips	In	Out
Near-Term									
General Light Industrial	25 emp	3.05	76	13	11	2	12	3	9
Future									
General Light Industrial	10 emp	3.05	31	5	4	1	5	1	4
Buildout			107	18	15	3	17	4	13
Note: emp = employees									

At full buildout, the project can expect to generate 107 trips per day with an AM peak of 18 and a PM peak of 16 trips. This number is not considered significant.

Less Than Significant Impact

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

☐☐☐☐☒☐

The project is expected to generate an average of +/- 1 distribution and/or commercial trips per week (depending on the season). The type of vehicles to be used will be approximately two (2) - Ford Transit Van (4400 lbs.) and two (2) 2014 Isuzu reefer truck (12000 lbs.) The operation will have up to six (6) employees off season and up to 30 during peak harvest season. The average trips per week for the employees is expected to be +/- 2 per day (+/- 84 per week). The facility will be open for delivery and pick-ups Monday through Sunday, 8:00 AM to 5:00 PM. Additionally, due to the rural nature of the site and Lake County in general, it is not common for one to travel 20+ miles to complete routine business. Therefore, the project would not be conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision. Additionally, the City of Clearlake/Lake County is located in a rural area, and it is not uncommon for one to travel 20 + plus for each trip.

Less Than Significant Impact

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

☐☐☐☐☐☒

The commercial cannabis operation will not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment. **Refer Response in Section XVII(a). Less Than Significant Impact.**

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
d) Result in inadequate emergency access?	☐	☐	☐	☐	☒	☐	As proposed, the project is not expected to result in any impact to providing adequate emergency access. Additionally, the project was circulated for review to City of Clearlake Police Department, Lake County Fire Protection District, California Department of Transportation, Lake County Fire Protection Districts and the City of Clearlake Community Development Department (Public Works, Building and Planning) for consistency with all applicable safety regulations and policies. No adverse comments were received. The applicant will obtain all the necessary Federal, State, and local agency permits for any works that occurs with the right-of-way and will be subject to the City's traffic impact fee program. Participation in this program will mitigate any cumulative impacts on the City's transportation system. Less than Significant impact.

SECTION XVIII. TRIBAL CULTURAL RESOURCES

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐	☐	☐	See Response to Section V(a): Less than Significant Impact with the incorporated mitigation measure CUL-1 through CUL-3.
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐	☐	☐	See Response to Section V(a): Less than Significant Impact with the incorporated mitigation measure CUL-1 through CUL-3.

SECTION XIX. UTILITIES AND SERVICE SYSTEMS

Would the project:

a) Require the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, or natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☐	☐	☒	The project will not impact existing and/or proposed utility/service infrastructure systems, including but not limited to water/wastewater treatment systems, storm water drainage systems, electric power, natural gas, or telecommunications facilities. The project parcels will be served on an onsite waste management system (septic) and onsite well(s) and have power through PG&E. The applicant will adhere to all necessary federal, state and local agency requirements. Less Than Significant Impact
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant	☐	☐	☐	☐	☐	☐	The commercial cannabis operation will not expose occupants to potential pollutants concentrations from a wildfire(s) or the uncontrolled spread of a wildfire. The applicant will adhere to all applicable Federal, State and local agency requirements. Less Than Significant Impact

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
concentrations from a wildfire or the uncontrolled spread of a wildfire?							
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☐	☐	☒	The project site is situated in a rural rea of the County within the City Limits of Clearlake and requires an on-site Waste Management System (Septic). The applicant shall adhere to all Federal, State, and local regulations regarding wastewater treatment and water usage requirements. No Impact
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☐	☒	☐	The Local Lake County landfill(s) has sufficient capacity to accommodate the project's solid waste disposal needs. The operation has been developed to help minimize the generation of waste and for the proper disposal of waste produced during the cultivation and processing of cannabis at the project site. The goal is to prevent the release of hazardous waste into the environment, minimize the generation of cannabis vegetative waste and dispose of cannabis vegetative waste properly, and manage growing medium and dispose of growing medium properly. All employees are required to follow the procedures outlined in this plan. Any deviations from this plan must be immediately brought to the attention of the operations manager(s). Less Than Significant Impact
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☐	☒	☐	The project parcels will be served by an onsite waste management system (septic) and onsite well(s). All septic systems and/or wells shall be installed and adhere to all applicable Federal, State, and local agency requirements. All vegetative waste will be composted onsite, including all soil from any ground disturbance (if necessary). All other waste will be handled in accordance with all Federal, State, and local agency requirements and brought to a proper facility that is able to process such waste. Less Than Significant Impact

SECTION XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☐	☒	☐	The property is located within the State Responsibility Area (SRA) and is in a 'Moderate to High' Fire Hazard Severity Zone. The site has an average cross slope greater than 20-30% and has a moderate fuel load but the cultivation area has been previously disturbed and is clear of vegetation. The SRA regulations (if applicable) will ensure adequate fire access to and on the property. SRA regulations will also ensure that measures are in place to help prevent fire and the spread of fire should one occur. The property shall maintain fire breaks around all structures, shall adhere to all necessary Federal, State, and local agency requirements. Less Than Significant Impact
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐	☒	☐	The project will not exacerbate wildfire risks and/or expose persons to pollutant concentrations in the event of a wildfire in the area. Additionally, the applicant will adhere to all Federal, State, and local fire requirements/regulations, including all mitigation measure and/or conditions of approval imposed on such use. Less than Significant Impact
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☐	☒	☐	All infrastructure will be routinely maintained to ensure all Federal, State, and local agency requirements are being satisfied, including all necessary City Codes and/or regulations. Additionally, prior to operation the applicant(s) will make all necessary improvements to the project site, such as access/roadways, fuels breaks, and emergency water source/water tanks. Less than Significant Impact

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☐	☒	☐	The project area to be developed is not located within the vicinity of known waterways nor is it located within a designated flood zone. Therefore, the risk of flooding/runoff, landslides, slope instability, or drainage changes would not be increased due to this project. Less Than Significant Impact
SECTION XXI. MANDATORY FINDINGS OF SIGNIFICANCE							
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐	☐	☐	This project is not anticipated to significantly impact habitat of fish and/or wildlife species or cultural/tribal resources with the incorporated mitigation measures described above. Therefore, there is minimal risk of degradation, and mitigation measures are proposed that would alleviate most or all of the project-related impacts. With incorporation of Mitigation Measures BIO-2, BIO-3, BIO-4, BIO-5, CUL-1, CUL-2, CUL-3, and HYD-1, the project is not anticipated to significantly impact habitat of fish and/or wildlife species or cultural resources, nor will the project contribute to factors that would harm the environment or add to any wildfire risk.
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐	☐	☐	All potentially significant impacts have been identified related to, Aesthetics, Air Quality, Biological Resources; Cultural/Tribal Resources; Geology & Soil; Noise & Vibration; and Hazards & Hazardous Materials. These impacts in combination with the impacts of other past, present, and reasonably foreseeable future projects in the vicinity could cumulatively contribute to significant effects on the environment if proper mitigation measures are not put in place. The implementation of and compliance with all mitigation measures identified in each section as project conditions of approval would avoid or reduce all potential impacts to less than significant levels and would not result in cumulatively considerable environmental impacts.
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐	☐	☐	The proposed project has potential to result in adverse indirect or direct effects on human beings. In particular, risks associated with, Aesthetics, Air Quality, Biological Resources; Cultural/Tribal Resources; Geology & Soil; Noise & Vibration; Hazards & Hazardous Materials and have the potential to impact human beings. Implementation of and compliance with mitigation measures identified in each section would reduce adverse indirect or direct effects on human beings and impacts to less than significant impact levels.

INITIAL STUDY SUMMARY: Based on the review of the proposed project site and surrounding area, appropriate mitigation measures were identified to mitigate potentially significant impacts to a level below adversity for Aesthetics, Air Quality, Cultural Resources/Tribal Resources, Hazards & Hazardous Materials, Hydrology/ Water Quality, and

Traffic Circulation. Assuming implementation of the identified measures and standard conditions of p Section G, Item 3. of the City of Clearlake and other pertinent agencies, no adverse impacts are anticipated.

Attachment 6: City Responses to Agency Comments

Commenting Agency	Summary of Comments	City Response
March 11, 2021 Letter from Lake County Department of Environmental Health	Overview of clearance requirements prior to operation	No new environmental issues raised. Permits will be required and clearances from this agency before project operation is permitted by the City.
March 29 email from Lake County Fire Protection	Overview of requirements prior to operation and occupancy	City concurs with comments. Comments will be part of the conditions of approval for the project.
June 7 email from Lake County Air Quality Management District	List of requirements that may be applicable to the project	City concurs with comments. Comments are part of the mitigation measures for the project.
August 8, 2021 Letter from Central Valley Water Quality Control Board	Overview of potential permitting requirements for the project regarding potential impacts to surface and groundwater quality.	The draft initial study includes recommendation and identifies various permits necessary. Mitigation measures are included in the draft initial study addressing the comments. No new environmental issues are raised in this comment and no revisions are necessary.
August 10, 2021 Letter from Department of Cannabis Control (DCC)	GC 1: DCC has jurisdiction over issuance of cannabis microbusinesses. • Provide more information in the project description (operation and maintenance activities, water source and amounts, utilities etc., vehicle trips, greenhouse design • Insert Site plan as a figure rather than an attachment. • Use graphics to describe zoning and general plan designations of surrounding properties • Describe surrounding uses in project description	Comments noted. This is not a cannabis microbusiness per DOC definition. The IS/MND contains a brief, thorough, and adequate Project Description consistent with State CEQA Guidelines § 15063(d). The City does not see the need to add the site plan as a figure as it is referenced and attached to the document by reference as Attachment B. No new environmental issues are raised by this comment. Zoning and General Plan designations of surrounding properties are addressed in section 21.

		Comment noted. Surrounding uses are adequately described in section 21 of the IS/MND.
DCC	GC 2: Provide description of volatile substances that will be used in manufacturing and include detailed analysis of impacts related to air quality, hazards and hazardous substances, and greenhouse gas emissions	Comment noted. Section III, Air Quality, Section VIII, Greenhouse Gas Emissions, and Section IX, Hazards and Hazardous Materials, provides an adequate description and analysis for project impacts on these categories. Additional details will be provided to DCC upon license application submittal.
DCC	GC 3: Provide copies of plans and documentation with application for DCC license	Comment noted. Plans and reports will be included with any application to DCC made by the applicant.
DCC	GC 4: Provide additional evidence to support the impact statements in the checklist	Comment noted. No new environmental issues are raised in this comment and no revisions are necessary.
DCC	GC 5: Provide more information regarding the Federal, State and local requirements to which the project will adhere.	No new environmental issues are raised by this comment
DCC	GC 6: Project should acknowledge that a microbusiness license is required from DCC and topics the DCC regulates and protections provided through such regulation.	This is not a microbusiness per DOC definition.
DCC	GC 7: Consider cumulative impacts to groundwater diversions, transportation, air quality and odors.	Cumulative impacts of all categories have been adequately considered in this document.
DCC	SC 1: Identify permits or approvals required from other agencies	No new environmental issues are raised by this comment and no further environmental analysis is required.
DCC	SC 2: List all tribes contact as part of AB 52 process	Local tribes, including the KOI Nation of Northern California were included in requests for project review. In addition, the Cultural Resources Study conducted for the project included outreach to local tribes.
DCC	SC 3: Provide description of photos	Locations of photos provided in Final Initial Study. No new environmental issues are raised by this comment.
DCC	SC 4: Provide more information on ref. documents and communications.	No new environmental issues are raised by this comment and no further environmental analysis is required.
DCC	SC 5: Identify agency requirements and applicable design standards in mit. meas. AES-1	Federal, state and local agency have been included in mitigation measure AES-1. No new environmental issues are raised in this comment.
DCC	SC 6: Provide more information in the project description or impact analysis related to grading and construction activities	Comment noted. Project Description consistent with State CEQA Guidelines § 15063(d). The IS/MND contains a brief, thorough description.

DCC	SC 7: Provide additional information regarding odor control equipment and practices.	Comment noted. Refer to mitigation measure AIR-7 addressing Odor Control plan.
DCC	SC 8: Discuss potential for Serpentine soils at the site	Comment noted. According to Lake County GIS, no Serpentine soils are on this site. No adjustments to the existing analysis are necessary.
DCC	SC 9: Discuss how Bio impacts have been reduced to levels less than significant through mitigation.	Comment noted. Clarifying language added. No new environmental issues raised.
DCC	SC 10: Provide supporting information that the removal of vegetation is a less than significant impact.	The site of development on the property is largely open field with little vegetation. Minimal trees to be removed. This is deemed an urban lot and no adjustments to the existing analysis are necessary. Refer to Biological report that provides more supporting information.
DCC	SC 12: Provide more description of the BMPs that will be incorporated to reduce drainage impacts.	Comment noted. Refer to site plan (Attachment B) for stormwater BMPs. No adjustments to the existing analysis are necessary
DCC	SC 13: Provide more description of the BMPs that will be incorporated to reduce erosion control impacts.	See response to SC 12 above. No adjustments to the existing analysis and proposed mitigation measures adequately address this comment.
DCC	SC 14: Provide more discussion regarding waste water impacts	Project will comply with County requirements for a septic system permit. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 15: Provide information regarding mitigation on paleontological resources and how the impact will be reduced.	Mitigation Measure CUL-5 is a typo. There is no CUL-5 Mitigation Measure. Text corrected to read CUL-3. No new environmental issues are raised by this comment.
DCC	SC 16: Define terms for “Near-Term,” “Future,” and “Buildout.” Explain why 107 trips per day is not considered significant.	107 trips per day to SR 53 is considered negligible both for near and future term build out (see 2040 General Plan for cumulative traffic impact evaluation for buildout. This is based on the City Engineer’s determination and knowledge of local traffic conditions, so this conclusion is determined adequate.
DCC	SC 17: Clarify which impacts of HAZ-1 through HAZ-5 will improve with mitigation and how.	All mitigation measures are intended to cover a broad range of hazards. More specific evaluation of hazards will be conducted during the building permit clearance review. No new environmental issues are raised by this comment, and no further environmental analysis is required.

DCC	SC 18: Provide substantial evidence regarding emergency response and evacuation plans impacts.	The project has undergone review by the Police Department and the Lake County Fire Protection District with no noted concerns. These agencies/departments are most familiar with local conditions and therefore address substantial evidence adequacy. Further review of these departments/agencies will be conducted during building permit review to assure adequate emergency response and evacuation plans are adequate. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 19: Provide substantial evidence (through FEMA Maps reference) regarding impacts to flooding.	Please refer to the biological report which identifies Burns Creek and flood issues/FEMA maps that address and include mitigation of flood impacts. This addresses adequate substantial evidence for the project.
DCC	SC 20: Describe sources of noise expected to occur and their sensitive receptors Describe how mitigation impacts NOI-1 through NOI-3 will reduce impacts to less than significant.	IS Document describing noise from road traffic (vehicles) and construction noise (project development). No adjustments to the existing analysis are necessary. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 21: Revise document to have discussion on public service impacts in section XVI instead of included with recreation.	Comment noted. Not an environmental issue and IS/MND has been revised appropriately. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 22: Define trip generation terms; provide evidence that 107 trips/day is not significant.	107 trips per day to SR 53 is considered negligible both for near and future term build out (see 2040 General Plan for cumulative traffic impact evaluation for buildout. This is based on the City Engineer's determination and knowledge of local traffic conditions, so this conclusion is determined adequate.
DCC	SC 23: list tribes contacted as part of AB52 consultation process.	Local tribes, including the KOI Nation of Northern California were included in requests for project review. In addition, the Cultural Resources Study conducted for the project included outreach to local tribes.
DCC	SC 24: Revise checklist to correct section XIXb and XX, information has been transposed. Provide analysis that sufficient water is available.	Comment noted. Existing text is correct. No revisions needed regarding XIXb and XX. Document states project will be served by on-site wells. No adjustments to the existing

		analysis are necessary. No new environmental issues are raised by this comment, and no further environmental analysis is required.
DCC	SC 25: List mitigation measures by number	Mitigation Measure numbers have been included in the discussion of section XXI, Mandatory Findings of Significance. A Mitigation Monitoring Program has been included with this project to assure proper mitigation is implemented.
DCC	SC 26: Identify other cannabis growers existing in the vicinity of the project and describe if they would contribute to cumulative impacts.	The City is processing one additional commercial cannabis application across the street. Another commercial cannabis project was approved to the south on SR53. These uses are considered agricultural and industrial operations that are located in an Industrial Zoning District which has been evaluated for cumulative environmental impacts in the 2040 General Plan EIR (refer to Section XI, Land Use Planning).
September 8, 2021, Letter from Department of Cannabis Control (DCC)	General discussion of licensing issued by the DCC which is important for the applicant to understand.	This does not have an impact on how the City addresses the various. The DCC is welcome to define the use and licensing requirements for this project which is beyond the scope of the City's regulations.
DCC	Requests additional information on proposed manufacturing process and noted concerns with environmental impacts of volatile and non-volatile manufacturing.	Attachment 13 of this report includes additional information on the manufacturing process. The City's cannabis regulations don't discern the difference between volatile and non-volatile manufacturing process. The project will be subject to strict cannabis manufacturing regulations of the Lake County Fire Protection District which does provide various public health and safety regulations that more specifically address volatile and non-volatile manufacturing. These regulations would reduce the project's potential impacts to a level of non-significance.
DCC	Requests additional more detailed information, such as noise levels, as part of the licensing.	As the lead agency under CEQA, the City has determined that the project will not result in a significant adverse impact to the environment as long as certain mitigation measures are included in the project. For example, more information has been requested by the DCC regarding the project's noise levels. The project is located in an industrial zone and will be required to

		comply with City noise regulations. The applicant has also agreed to all mitigation measures. The DCC may require a higher level of information for licensing, such as a noise study.	<i>Section G, Item 3.</i>
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See Written Comments Below as Referenced Above:



COUNTY OF LAKE
 Health Services Department
 Environmental Health Division
 922 Bevins Court
 Lakeport, California 95453-9739
 Telephone 707/263-1164
 FAX 707/263-1681

Denise Pomeroy
 Health Services Director

Gary Pace, MD, MPH
 Health Officer

Craig Wetherbee
 Environmental Health Director

MEMORANDUM

DATE: March 11, 2021

TO: Mark Roberts, Senior Planner – City of Clearlake

FROM: Tina Dawn-Rubin, Environmental Health Aide

RE: Use Permits UP 21-05; 21-06; UP 21-07; UP 21-08; IS 21-02
 Commercial Cannabis

APN: 010-044-17 2185 Ogulin Canyon Rd, Clearlake

Lake County Division of Environmental Health (EH) has on file for the subject parcel:
APN: 010-044-17 – a 2021 well permit (WE 5569 AG) for an AG well; a 2016 site evaluation report for an on-site waste water treatment system; a 2008 septic permit (20594) designed to service a commercial facility was issued and appears not installed (no final inspection on file); a 2008 site evaluation report; a 2007 well permit (WE 2564) for a domestic well; a 1979 septic permit (4798-S) designed to service a 2 bedroom dwelling.

The applicant must meet the EH requirements regarding Onsite Wastewater Treatment System (OWTS) and potable water.

For any proposed building permits or projects where the parcel is serviced by an OWTS or well, the applicant may need to demonstrate the location of any proposed or existing structures including residential or commercial dwellings, garages, driveways, shed, barns, green houses, non-perimeter fences, well houses, etc., and the location of the proposed project on a to-scale site plan prior to building permit issuance and/or project approval.

EH may require a field clearance to validate septic or well locations prior to site plan approval.

If the applicant is proposing a commercial cannabis operation and the operation will be constructing or utilizing an existing structure (i.e., processing facility) that will have plumbing for a restroom, sink, etc, that structure will be required to have its own OWTS, separate from any existing or new OWTS designed to service a residential structure.

If the applicant is proposing an OWTS, then applicant must apply for a site evaluation and, if the site is acceptable to support an OWTS, apply for a permit.

EH requires all applicants to provide a written declaration of the chemical names and quantities of any hazardous material to be used on site. As a general rule, if a material has a Safety Data Sheet, that material may be considered as part of the facilities hazardous materials declaration.

Promoting an Optimal State of Wellness in Lake County

March 29, 2021

Lake County Fire Protection District will be requiring the following but not be limited to:

1. New occupant will need to secure an application on file that can be located within our front office.
2. Submit 3 sets of plans for review and approval prior to building. An occupancy inspection will be required prior to occupancy.
3. Fees will be applied and can be found on our website.
4. Provide Knox box for fire department access.
5. Ensure proper fire extinguishers are used.
6. Ensure emergency lighting is current.
7. Manufacturing requires a full fire sprinkler system with fire alarm to notify occupants to exit. Fire suppression plans need to be submitted and approved prior to installation.
8. Provide all data on extraction equipment, cultivation CO2, etc....
9. Submit operational business plan.

Our FAQ sheet is located as well on our website that will be able to provide additional information on types of licenses. Also, our website gives direction to business owners on current building codes that is enforceable.

Thanks and have a great day

Cory Smith
Fire Marshal

Lake County Fire Protection District

CSmith@lakecountvfire.com

14815 Olympic Drive
Clearlake, Ca. 95422

707-994-2170 office
707-350-4140 cell
707-994-4861 fax

From: Fahmy Attar <fahmya@lcaqmd.net>
Sent: Monday, June 7, 2021 11:42 AM
To: Mark Roberts <mroberts@clearlake.ca.us>
Cc: Doug Gearhart <dougg@lcaqmd.net>
Subject: Re: RFR - 2160 Ogulin Canyon road Cannabis Project
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mark,

For a Cannabis operation site, here is a list of Air Quality requirements that may be applicable to the site:

1. Off-site odor impacts should be mitigated to minimize nuisance to nearby residences, property, and public roads.
2. Any manufacturing or delivery Cannabis operations must comply with LCAQMD rules and regulations. An application must be submitted. Contact LCAQMD for more details.
3. Any demolition or renovation is subject to the Federal National Emissions Standard for Hazardous Air Pollutants (NESHAP) for asbestos in buildings requires asbestos inspections by a Certified Asbestos Consultant for all major renovations and all demolition. An Asbestos Notification Form with the Asbestos inspection report must be submitted to the District at least 14 days prior to beginning any demolition work. The applicant must contact the District for more details and proper approvals. Regardless of asbestos content or reporting requirements all demolition and renovation activities should use adequate water/ amended water to prevent dust generation and nuisance conditions.
4. Construction activities that involve pavement, masonry, sand, gravel, grading, and other activities that could produce airborne particulate should be conducted with adequate dust controls to minimize airborne emissions. A dust mitigation plan may be required should the applicant fail to maintain adequate dust controls.

5. If construction or site activities are conducted within Serpentine soils, a Serpentine Control Plan may be required. Any parcel with Serpentine soils must obtain proper approvals from LCAQMD prior to beginning any construction activities. Contact LCAQMD for more details.

6. All engines must notify LCAQMD prior to beginning construction activities and prior to engine Use. Mobile diesel equipment used for construction and/or maintenance must be in compliance with State registration requirements. All equipment units must meet Federal, State and local requirements. All equipment units must meet RICE NESHAP/NSPS requirements including proper maintenance to minimize airborne emissions and proper record-keeping of all activities, all units must meet the State Air Toxic Control Measures for CI engines, and must meet local regulations. Contact LCAQMD for more details.

7. Site development, vegetation disposal, and site operation shall not create nuisance odors or dust. During the site preparation phase, the District recommends that any removed vegetation be chipped and spread for ground cover and erosion control. Burning is not allowed on commercial property, materials generated from the commercial operation, and waste material from construction debris, must not be burned as a means of disposal.

8. Significant dust may be generated from increase vehicle traffic if driveways and parking areas are not adequately surfaced. Surfacing standards should be included as a requirement in the use permit to minimize dust impacts to the public, visitors, and road traffic. At a minimum, the District recommends chip seal as a temporary measure for primary access roads and parking. Paving with asphaltic concrete is preferred and should be required for long term occupancy. All areas subject to semi truck / trailer traffic should require asphaltic concrete paving or equivalent to prevent fugitive dust generation. Gravel surfacing may be adequate for low use driveways and overflow parking areas, however, gravel surfaces require more maintenance to achieve dust control, and permit conditions should require regular palliative treatment if gravel is utilized. White rock is not suitable for surfacing (and should be prohibited in the permit) because of its tendency to break down and create excessive dust. Grading and re-graveling roads should utilizing water trucks if necessary, reduce travel times through efficient time management and consolidating solid waste removal/supply deliveries, and speed limits.

Best Regards,

Fahmy Attar

Air Quality Engineer

Lake County Air Quality Management District

2617 S. Main Street, Lakeport, CA, 95453

fahmya@lcaqmd.net



Central Valley Regional Water Quality Control Board

6 August 2021

Mark Roberts
City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422-8801

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, OGULIN HILLS HOLDINGS, LLC PROJECT, SCH#2021060656, LAKE COUNTY

Pursuant to the State Clearinghouse's 29 June 2021 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Ogulin Hills Holdings, LLC Project, located in Lake County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental

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Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:

https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsir_2018_05.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Cannabis General Order

Cannabis cultivation operations are required to obtain coverage under the State Water Resources Control Board's *General Waste Discharge Requirements and Waiver of Waste Discharge Requirements for Discharges of Waste Associated with Cannabis Cultivation Activities Order No. WQ 2017-0023-DWQ* (the Cannabis General Order). Cultivators that divert and store surface water (stream, lake, subterranean stream, etc.) to irrigate cannabis also need a valid water right.

The Water Boards Cannabis Cultivation Programs offer an easy to use online Portal for cultivators to apply for both Cannabis General Order coverage and a Cannabis Small Irrigation Use Registration (SIUR) water right, if needed. Visit the Water Boards Cannabis Cultivation Programs Portal at:

<https://public2.waterboards.ca.gov/CGO>

Additional information about the Cannabis General Order, Cannabis SIUR Program, and Portal can be found at: www.waterboards.ca.gov/cannabis

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For questions about the Cannabis General Order, please contact the Central Valley Water Board's Cannabis Permitting and Compliance Unit at: centralvalleysacramento@waterboards.ca.gov or (916) 464-3291. For questions about Water Rights (Cannabis SIUR), please contact the State Water Board's Division of Water Rights at: CannabisReg@waterboards.ca.gov or (916) 319-9427.

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

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Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ. For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at:
https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality/certification/

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:
https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water

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Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

NPDES Permit

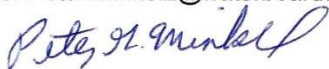
If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: <https://www.waterboards.ca.gov/centralvalley/help/permit/>

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If you have questions regarding these comments, please contact me at (916) 464-4684
or Peter.Minkel2@waterboards.ca.gov.



Peter G. Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research,
Sacramento



Department of
Cannabis Control
CALIFORNIA

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August 10, 2021

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Re: Review of Initial Study/Mitigated Negative Declaration (SCH No. 2021060656) – Ogulin Hills Holdings, LLC Conditional Use Permits and Initial Study 2021-02

Dear Mr. Roberts:

Thank you for providing the California Department of Cannabis Control (DCC) the opportunity to comment on the Initial Study/Mitigated Negative Declaration (IS/MND; SCH No. 2021060656) prepared by the City of Clearlake for the proposed Ogulin Hills Holdings, LLC Conditional Use Permits (CUPs) 2021-05, 2021-06, 2021-07, 2021-08, and 2021-09 and Initial Study (IS) 2021-02 (Proposed Project).

DCC has jurisdiction over the issuance of licenses to cannabis microbusinesses, which engage in at least three of the following activities at one location:

- Cultivation – up to 10,000 total square feet
- Manufacturing – use of non-volatile solvents, mechanical extraction or infusion
- Distribution or distribution transport-only
- Retail – storefront or non-storefront

DCC may issue a license to a microbusiness that meets all licensing requirements, and where the local jurisdiction authorizes these activities. (Bus. & Prof. Code, § 26012(a).) All commercial cannabis businesses within California require a license from DCC. For more information pertaining to commercial cannabis business license requirements, including DCC regulations, please visit: <https://cannabis.ca.gov/resources/rulemaking/>.

DCC expects to be a Responsible Agency for this project under the California Environmental Quality Act (CEQA) because the project will need to obtain an annual microbusiness license from DCC. In order to ensure that the IS/MND is sufficient for DCC's needs at that time, DCC requests that a copy of the IS/MND, revised to respond to the comments provided in this letter, and a signed Notice of Determination be provided to the applicant, so the applicant can include them with the application package it submits to DCC. This should apply not only to this

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Business, Consumer Services
and Housing Agency

Proposed Project, but to all future CEQA documents related to cannabis business applications in the City of Clearlake.

DCC offers the following comments concerning the IS/MND.

General Comments (GC)

GC 1: Project Description Clarifications

The IS/MND Project Description (Question 19) would be improved if the following items were clarified:

- Full description of Proposed Project operations: Information about operation and maintenance activities at the project site should include days and hours of operation during harvest and non-harvest seasons; sources and amounts of water that will be used, electricity, and utility services and estimated demand for those services; amount of paved surfaces, vegetation removal, and demolition required; number of vehicle trips during harvest and non-harvest seasons; design information for the greenhouse, processing, and office structures; descriptions of the activities and materials that would be involved in the greenhouse, processing, and manufacturing facilities, including the use of hazardous materials or substances; description of the proposed canopy size and the cultivation techniques to be used (e.g., indoor outdoor, mixed-light); and a description of the manufacturing techniques that will be used.
- Site plan: The Project Description would be strengthened if the site plan were provided as a figure in the IS/MND rather than an attachment.
- Land use and zoning designations: The Project Description would be improved if it described (and/or included figures depicting) general plan land use designations and zoning designations for the project site and surrounding properties.
- Adjacent uses: The Project Description would be strengthened if it included specific descriptions of adjacent uses, including distances to any sensitive receptors.

GC 2: Cannabis Manufacturing

The IS/MND does not specify whether the project includes manufacturing using volatile solvents. If the project will include manufacturing using volatile solvents, a manufacturing license from the DCC will be required in addition to a microbusiness license. In addition, the IS/MND should provide a description of the volatile substances that will be used in product manufacture, and should include analyses of the potential environmental impacts that may result from the use of these substances. In addition, the analyses should describe and consider any measures the Proposed Project will implement that may lessen or reduce potential impacts. In particular, the document should include detailed analyses of impacts related to air quality, hazards and hazardous substances, and greenhouse gas emissions.

GC 3: Site-Specific Reports and Studies

The IS/MND references several project-specific plans and studies, such as an Air Quality Plan, Odor Control Plan, Serpentine Control Plan, Energy Usage Plan, and Erosion Control and Sediment Plan. To ensure that DCC has supporting documentation for the IS/MND, DCC requests that the City advise applicants to provide copies of all project-specific plans and supporting documentation with their state application package for annual cultivation license to DCC.

GC 4: Impact Analysis

Several comments provided in the comment table below relate to the absence of information or support for impact statements in the document. CEQA requires that Lead Agencies evaluate the environmental impacts of proposed projects and support factual conclusions with "substantial evidence." Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. In general, the IS/ND would be improved if additional evidence (e.g., regulatory setting, environmental setting, impact analysis and methodology, impact assessment, etc.) was provided to support the impact statements in the checklist, including the sources of information relied upon to make conclusions.

GC 5: Identification of Federal, State, and Local Regulations

In multiple instances throughout the document, the IS/MND states that "the applicant will adhere to all Federal, State, and local requirements/regulations." Without more information about the requirements and regulations being referred to, it is difficult to determine whether potential impacts would be avoided. The IS/MND would be strengthened if applicable requirements and regulations were described in the context of each environmental resource.

GC 6: Acknowledgement of DCC Regulations

The IS/MND does not acknowledge that the Proposed Project requires a microbusiness license from DCC. The IS/MND could be improved if it acknowledged that DCC is responsible for licensing, regulation, and enforcement of commercial cannabis microbusiness activities, as defined in the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) (Bus. & Prof. Code, § 26012(a)). In particular, the IS/MND's analysis could benefit from discussion of the protections for environmental resources provided by DCC's cultivation and manufacturing regulations. The impact analysis for each of the following resource topics could be further supported by a discussion of the effects of state regulations on reducing the severity of impacts for each applicable topic:

- Aesthetics (See 3 California Code of Regulations § 16304(c); § 16304(g).)
- Air Quality and Greenhouse Gas Emissions (See § 16102(s); § 16304(e); § 16305; § 16306.)

- Biological Resources (See § 16102(w); § 16102(dd); § 16216; § 16304(a-c); § 16304(g).)
- Cultural Resources (See § 16304(d).)
- Energy (See § 16102(s); § 16305; § 16306.)
- Hazards and Hazardous Materials (See § 16102(q); § 16106(a)(3); § 16304(f); § 16307; §§ 17208 - 17216; § 17225.)
- Hydrology and Water Quality (See § 16102(p); § 16102(v); § 16102(w); § 16102(dd); § 16107(b); § 16216; § 16304(a) and (b); § 16307.)
- Noise (See § 16304(e); § 16306.)
- Public Services (See § 17200; § 17201; § 17202)
- Utilities and Service Systems (See § 16102(s); § 16108; § 16308.)
- Cumulative Impacts (related to the above topics).

GC 7: Evaluation of Cumulative Impacts

It is important for CEQA analysis to consider the cumulative impacts of cannabis cultivation in the City of Clearlake. Of particular importance are topics for which the impacts of individual projects may be less than significant, but where individual projects may make a considerable contribution to a significant cumulative impact. These topics include, but are not limited to:

- cumulative impacts from groundwater diversions on the health of the underlying aquifer, including impacts on other users and impacts on stream-related resources connected to the aquifer;
- cumulative impacts related to transportation; and
- cumulative impacts related to air quality and objectionable odors.

The IS/MND would be improved by acknowledging and analyzing the potential for cumulative impacts resulting from the Proposed Project coupled with other cannabis cultivation projects being processed by the City, and any other reasonably foreseeable projects in Clearlake that could contribute to cumulative impacts similar to those of the Proposed Project.

Specific Comments and Recommendations

In addition to the general comments provided above, DCC provides the following specific comments regarding the analysis in the IS/MND.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
1	Ques. 21-22	4	Other public agencies whose approval may be required	N/A (General Comment)	The IS/MND could be more informative if it identified the permit(s) or approval(s) required from each of the agencies listed.
2	Ques. 23	4-5	AB 52 Consultation	N/A (General Comment)	The document would be strengthened if it included a list of all tribes contacted as part of the AB 52 consultation process.
3	Ques. 28	9-11	Site Photos	N/A (General Comment)	The IS/MND would be more informative if it included a brief description of the location and significance of each site photo.
4	Ques. 24	5	Impact Categories defined by CEQA	N/A (general comment)	The list of sources would be improved if it provided additional information regarding some of the references. For referenced documents, the author, title, and date of each document could be provided. For personal communications, the agency or organization, person contacted, date of contact, and method of contact should be provided. For websites, the URL and date visited should be provided. In addition, sources that are project-related studies could be made available via weblink or as attachments.
5	I(d)	14-15	Aesthetics	Mitigation Measure AES-1: All outdoor lighting shall be directed downwards and shielded onto the project site and not onto adjacent properties. All lighting shall comply and adhere to all federal, state and local	The IS/MND would be strengthened if the impact analysis and description of Mitigation Measure AES-1 identified the federal, state, and local agency requirements, as well as the City design standards, that would contribute to reduction in light and glare at the project site.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				agency requirements, including all requirements in darksky.org. (Refer to the City's Design Standards).	
6	III(a)	16	Air Quality	Construction of the site will be minimal and some minor site improvements will be necessary but the amount of earth that needs to be moved is not significant enough to trigger a grading permit.	The IS/MND would be improved if the Project Description and/or the impact analysis contained information about construction activities and grading proposed at the site that would support the statement about the need for a grading permit.
7	III(a)	16	Air Quality	No significant odor impacts are anticipated from the proposed cultivation operation, due to the proposed odor control equipment and practices, and the generous setbacks provided from public roads, property lines, and neighboring residences/ outdoor activity areas.	The IS/MND would be improved if the Project Description and/or the impact analysis contained information about proposed odor control equipment and practices and setbacks that would support the statement about the absence of odor impacts.
8	III(a)	17	Air Quality	Mitigation Measure AIR-10: If construction or site activities are conducted within Serpentine soils, a Serpentine Control Plan may be required. Any parcel with Serpentine soils must obtain proper approvals from LCAQMD prior to beginning any construction	The IS/MND would be strengthened if it discussed the potential for serpentine soils at the project site, indicated whether serpentine soils are present, and described the requirements of a Serpentine Control Plan that would reduce the impact of naturally occurring asbestos to a less-than-significant level.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				activities. Contact LCAQMD for more details.	
9	IV(a)	20	Biological Resources	Upon reviewing the Biological Resource Assessment all substantial adverse impacts, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service have been reduced. Therefore, to ensure impacts related to the Biological Resources are minimized, the following mitigation measures have been implemented.	The impact analysis summarizes the findings of the Biological Resource Assessment by stating that "all substantial adverse impacts... have been reduced." However, the impact analysis identifies mitigation measures that are described as intended to "ensure impacts related to the Biological Resources are minimized..." The IS/MND would be improved if the analysis and conclusion were revised to be consistent. The IS/MND would be strengthened by clearly stating whether implementation of the proposed mitigation measures would reduce those impacts to a less-than-significant level.
10	IV(e), (f)	21	Biological Resources	However, the project may require the removal of a small cluster of grasses and/or vegetation/trees. ... However, the project may require the removal of Oak Trees.	The IS/MND would be strengthened if it contains supporting information about proposed removal of vegetation, including oak trees, from the project site. Without supporting information, it is difficult to confirm that impacts would be less than significant.
11	VI(a)	23	Energy	N/A (General Comment)	The IS/MND would be improved if the impact analysis provided estimates of

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
					energy usage required for the Proposed Project and clearly identified the sources of energy. Additionally, the IS/MND would be strengthened if it described how the Proposed Project will comply with federal, State, and local requirements regarding energy use, specifically how the Proposed Project would comply with DCC regulations relating to the use of renewable energy in cultivation projects. (Cal. Code Regs., tit. 4 §§ 16203(g), 16305).
12	VII(a)	23	Geology and Soils	Project design shall incorporate Best Management Practices (BMPs) to the maximum extent practicable to prevent or reduce discharge of all construction or post construction pollutants into the County storm drainage system.	The IS/MND would be improved by describing the BMPs that would be implemented and/or including them as mitigation. Further, the IS/MND would be improved by describing how the incorporation of those specific BMPs would reduce potential for impacts on the County storm drainage system to a less-than-significant level.
13	VII(b)	24	Geology and Soils	Mitigation Measure GEO-1: Prior to any ground disturbance and/or operation, the applicant shall submit Erosion Control and Sediment Plans to the Community Development Department for review and approval. The project shall incorporate Best	The IS/MND would be improved by describing the BMPs that would be implemented and/or including them as mitigation. Further, the IS/MND would be improved by describing how the incorporation of those specific BMPs would reduce potential for impacts on the County storm drainage system to a less-than-significant level.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				Management Practices (BMPs) consistent with the City Code and the State Storm Water Drainage Regulations to the maximum extent practicable to prevent and/or reduce discharge of all construction or post-construction pollutants into the local storm drainage system.	
14	VII(e)	24-25	Geology and Soils	The project parcel is currently vacant, when development occurs, the cannabis operation shall adhere to all applicable Federal, State and local agency requirements regarding wastewater disposal systems, (i.e., connecting to public/private sewer facilities and/or onsite waste management systems (septic). Less Than Significant Impact	The IS/MND would be improved if it provided substantial evidence regarding the project's impacts relative to wastewater disposal.
15	VII(f)	25	Geology and Soils	Disturbance of paleontological resources or unique geologic features is not anticipated, but mitigation measures are in place to assure that in the event any artifacts are found. All potential impacts	The IS/MND would be improved if it clearly described how the identified mitigation measures would reduce impacts on paleontological resources to a less-than-significant level. In addition, the discussion refers to Mitigation Measure CUL-5, which is not described in Section V, Cultural Resources. The IS/MND would be

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				have been reduced to less than significant with the incorporated mitigation measures CUL-1 and CUL-5.	strengthened if the impact analysis correctly identified the relevant mitigation measures.
16	XIII(a)	25	Greenhouse Gas Emissions	At full buildout, the project can expect to generate 107 trips per day with an AM peak of 18 and a PM peak of 16 trips. This number is not considered significant.	Table 2, "Trip Generation Summary During Harvest," is divide into sections labeled "Near-Term," "Future," and "Buildout." The IS/MND would be improved if these terms were defined. In addition, the impact analysis could explain the connection between "near-term" and the 25 seasonal employees, and between "future" and the 10 full-time employees. The IS/MND would be strengthened if it provided supporting evidence for the statement that 107 trips per day is not considered significant.
17	IX(b)	27	Hazards and Hazardous Materials	The project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. ... See Response to Section IX(a): Less than Significant Impact with the incorporated mitigation measure HAZ -1 through HAZ-5.	The impact analysis states that the project will not create a significant hazard; however, the impact analysis also refers to Mitigation Measures HAZ-1 through HAZ-5. The IS/MND would be improved if the impact analysis described what impact requires mitigation and how the mitigation measures would reduce impacts.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
18	IX(f)	27	Hazards and Hazardous Materials	The project would not impair or interfere with an adopted emergency response or evacuation plan.	The IS/MND would be improved if it provided substantial evidence regarding the project's impacts relative to emergency response and evacuation plans.
19	X(d)	30	Hydrology and Water Quality	The project site is not located in an area of potential inundation by seiche or tsunami. The parcel is not located within a flood zone.	The IS/MND would be improved if it provided substantial evidence, such as reference to FEMA Flood Insurance Rate Maps, regarding the project's impacts relative to flooding.
20	XIII(a)	31	Noise	N/A (General Comment)	The document would be improved if it described the sources of noise (e.g., cultivation or manufacturing equipment, operation and maintenance activities) expected to occur during project operations and the levels of noise those sources are likely to generate. Additionally, the document should include a description of sensitive receptors, their distances from the Proposed Project site, and an analysis of whether the Project would result in noise-related impacts on sensitive receptors. The discussion should describe how Mitigation Measures NOI-1 through NOI-3 would reduce impacts to a less-than-significant level.
21	XV	32	Public Services	N/A (General Comment)	The analysis of Public Services impacts appears to have been included in Section XVI, Recreation. The document would be improved if this were corrected.
22	XVII(a)	34	Transportation	At full buildout, the project can expect to generate 107	Table 2, "Trip Generation Summary During Harvest," is divided into sections labeled

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
				trips per day with an AM peak of 18 and a PM peak of 16 trips. This number is not considered significant.	"Near-Term," "Future," and "Buildout." The IS/MND would be improved if these terms were defined. In addition, the impact analysis could explain the connection between "near-term" and the 25 seasonal employees, and between "future" and the 10 full-time employees. The IS/MND would be strengthened if it provided supporting evidence for the statement that 107 trips per day is not considered significant.
23	XVIII(b)	35	Tribal Cultural Resources	N/A (General Comment)	The document would be strengthened if it included a list of all tribes contacted as part of the AB 52 consultation process.
24	XIX(b)	36	Utilities and Service Systems	The commercial cannabis operation will not expose occupants to potential pollutants concentrations from a wildfire(s) or the uncontrolled spread of a wildfire. The applicant will adhere to all applicable Federal, State and local agency requirements. Less Than Significant Impact	The checklist and the response in Section XIX(b) appear to have been transposed from Section XX, Wildfire. The document should contain an analysis of whether the Proposed Project would have sufficient water supplies available to serve the project and reasonably foreseeable development during normal, dry, and multiple dry years.
25	XXI	38	Mandatory Findings of Significance	N/A (General Comment)	The IS/MND could be more informative if it listed the mitigation measures it refers to in this section. The measures need not be repeated in full, but at a minimum they should be listed by number.
26	XXI(b)	38	Mandatory Findings of	N/A (General Comment)	The IS/MND should identify whether any other cannabis growing operations exist

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	IS/MND Text	DCC Comments and Recommendations
			Significance (Cumulative Impacts)		or have been proposed in the vicinity of the Proposed Project, and provide an analysis of whether the Proposed Project would make a considerable contribution to any cumulative impacts from these other projects.

Conclusion

DCC appreciates the opportunity to provide comments on the IS/MND for the Proposed Project. If you have any questions about our comments or wish to discuss them, please contact Kevin Ponce, Senior Environmental Scientist Supervisor, at (916) 247-1659 or via e-mail at Kevin.Ponce@cannabis.ca.gov.

Sincerely,

Rains,

Lindsay@Cannabis

Lindsay Rains,

Licensing Program Manager

Digitally signed by Rains,
Lindsay@Cannabis
Date: 2021.08.10 11:43:54 -07'00'



**Department of
Cannabis Control**
CALIFORNIA

Gavin Newsom
Governor

Nicole Elliott
Director

September 08, 2021

Mark Roberts, Senior Planner
City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422
(707) 994-8201
mroberts@clearlake.ca.us

Re: Review of Final Initial Study/Mitigated Negative Declaration (SCH No. 2021060656) –
Ogulin Hills Holdings, LLC Conditional Use Permits and Initial Study 2021-02

Dear Mr. Roberts:

Thank you for providing the California Department of Cannabis Control (DCC) the opportunity to review responses to comments on the Final Initial Study/Mitigated Negative Declaration (IS/MND; SCH No. 2021060656) prepared by the City of Clearlake for the proposed Ogulin Hills Holdings, LLC Conditional Use Permits (CUPs) 2021-05, 2021-06, 2021-07, 2021-08, and 2021-09 and Final Initial Study (IS) 2021-02 (Proposed Project).

The City issued an IS/MND for the Proposed Project on June 30, 2021. After reviewing the IS/MND, DCC submitted comments to the City on August 10, 2021. Following the close of the public review period, the City prepared responses to comments and issued a final IS/MND on August 30, 2021 and requested that any additional comments be received by September 10, 2021.

DCC offers the following comments concerning the Final IS/MND and the City's responses to the DCC comment letter dated August 10, 2021.

General Comments (GC)

GC 1: Microbusiness Designation

DCC may issue a license to a microbusiness that meets all licensing requirements, and where the local jurisdiction authorizes these activities. (Bus. & Prof. Code, § 26012(a).) Cannabis microbusinesses are those that engage in at least three of the following activities at one location:

- Cultivation – up to 10,000 total square feet
- Manufacturing – use of non-volatile solvents, mechanical extraction or infusion
- Distribution or distribution transport-only
- Retail – storefront or non-storefront

Licensing Division • 2920 Kilgore Road, Rancho Cordova, CA 95670
844-61-CA-DCC (844-612-2322) • info@cannabis.ca.gov • www.cannabis.ca.gov

Business, Consumer Services
and Housing Agency

Based on the Final IS/MND Project Description (Question 19), the Proposed Project may meet the definition of a cannabis microbusiness. The proposed operation would consist of cannabis cultivation, processing, retail delivery, distribution, and manufacturing. If the applicant applies for a microbusiness license, it would be responsible for meeting all licensing requirements for a cannabis microbusiness. If the applicant instead applies to DCC for separate cultivation, retail, distribution, and manufacturing licenses, it must meet all licensing requirements for each license type.

GC 2: Cannabis Manufacturing

As stated in comment GC 2 of DCC’s original comment letter, the IS/MND does not specify whether the Proposed Project includes manufacturing using volatile solvents. If the Proposed Project will include manufacturing using volatile solvents, a manufacturing license from the DCC will be required. In addition, the IS/MND should provide a description of the volatile substances that will be used in product manufacture, and should include analyses of the potential environmental impacts that may result from the use of these substances. In addition, the analyses should describe and consider any measures the Proposed Project will implement that may lessen or reduce potential impacts. In particular, the document should include detailed analyses of impacts related to air quality, hazards and hazardous substances, and greenhouse gas emissions.

The City’s response indicates that additional details will be provided to DCC upon license application submittal. Although DCC may require additional information in reviewing licensing applications, the environmental documents for the Proposed Project should describe and analyze the potential environmental impacts that may result from the use of volatile solvents.

Specific Comments and Recommendations

In addition to the general comments provided above, DCC provides the following specific comments regarding the analysis in the Final IS/MND.

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Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	Previous Comment	DCC Comments and Recommendations
1 (previous SC 11)	VI(a)	23	Energy	The IS/MND would be improved if the impact analysis provided estimates of energy usage required for the Proposed Project and clearly identified the sources of energy. Additionally, the IS/MND would be strengthened if it described how the Proposed Project will comply with federal, State, and local requirements regarding energy use, specifically how the Proposed Project would comply with DCC regulations relating to the use of renewable energy in cultivation projects. (Cal. Code Regs., tit. 4 §§ 16203(g), 16305).	Table 1, City Responses to Agency Comments, does not contain reference or response to this comment. No additional information has been provided regarding energy usage. In reviewing the license application, DCC will need information from the applicant regarding how the Proposed Project would comply with DCC regulations relating to the use of renewable energy in cultivation projects.
2 (previous SC 20)	XIII(a)	31	Noise	The document would be improved if it described the sources of noise (e.g., cultivation or manufacturing equipment, operation and maintenance activities) expected to occur during project operations and the levels of noise those sources are likely to	DCC requested that the IS/MND provide more information about noise impacts to support the statement that mitigation measures would reduce noise impacts to a less-than-significant level. In particular, Mitigation Measure NOI-3 identifies specific decibel levels that must not be exceeded. The City responded that the IS provides information about road traffic and construction noise. No changes to the

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	Previous Comment	DCC Comments and Recommendations
				generate. Additionally, the document should include a description of sensitive receptors, their distances from the Proposed Project site, and an analysis of whether the Project would result in noise-related impacts on sensitive receptors. The discussion should describe how Mitigation Measures NOI-1 through NOI-3 would reduce impacts to a less-than-significant level.	analysis were made and no additional information was provided. In reviewing the license application, DCC will need information from the applicant to confirm that noise levels will not exceed applicable thresholds.
3 (previous SC 26)	XXI(b)	38	Mandatory Findings of Significance (Cumulative Impacts)	The IS/MND should identify whether any other cannabis growing operations exist or have been proposed in the vicinity of the Proposed Project, and provide an analysis of whether the Proposed Project would make a considerable contribution to any cumulative impacts from these other projects.	In response to DCC's comment, the City has identified two additional commercial cannabis projects that have been approved or are in process. The City also states: "These uses are considered agricultural and industrial operations that are located in an Industrial Zoning District which has been evaluated for cumulative environmental impacts in the 2040 General Plan EIR (refer to Section XI, Land Use Planning)." The Final IS/MND (Section XI, Land Use and Planning) makes no reference to cumulative impacts considered for the Industrial Zoning District in the 2040 General Plan EIR with regard to commercial cannabis operations. In addition, the General Plan EIR was circulated in 2014.

Comment No.	Section Nos.	Page No(s).	Resource Topic(s)	Previous Comment	DCC Comments and Recommendations
					well before the State of California legalized commercial cannabis activities or promulgated regulations with regard to cannabis cultivation. Therefore, it is unlikely that the general plan EIR addressed cumulative impacts specific to cannabis cultivation or microbusiness operations. In reviewing the license application, DCC will need information from the applicant regarding the potential for cumulative impacts.

Conclusion

DCC appreciates the opportunity to provide comments on the IS/MND for the Proposed Project. If you have any questions about our comments or wish to discuss them, please contact Kevin Ponce, Senior Environmental Scientist Supervisor, at (916) 247-1659 or via e-mail at Kevin.Ponce@cannabis.ca.gov.

Sincerely,

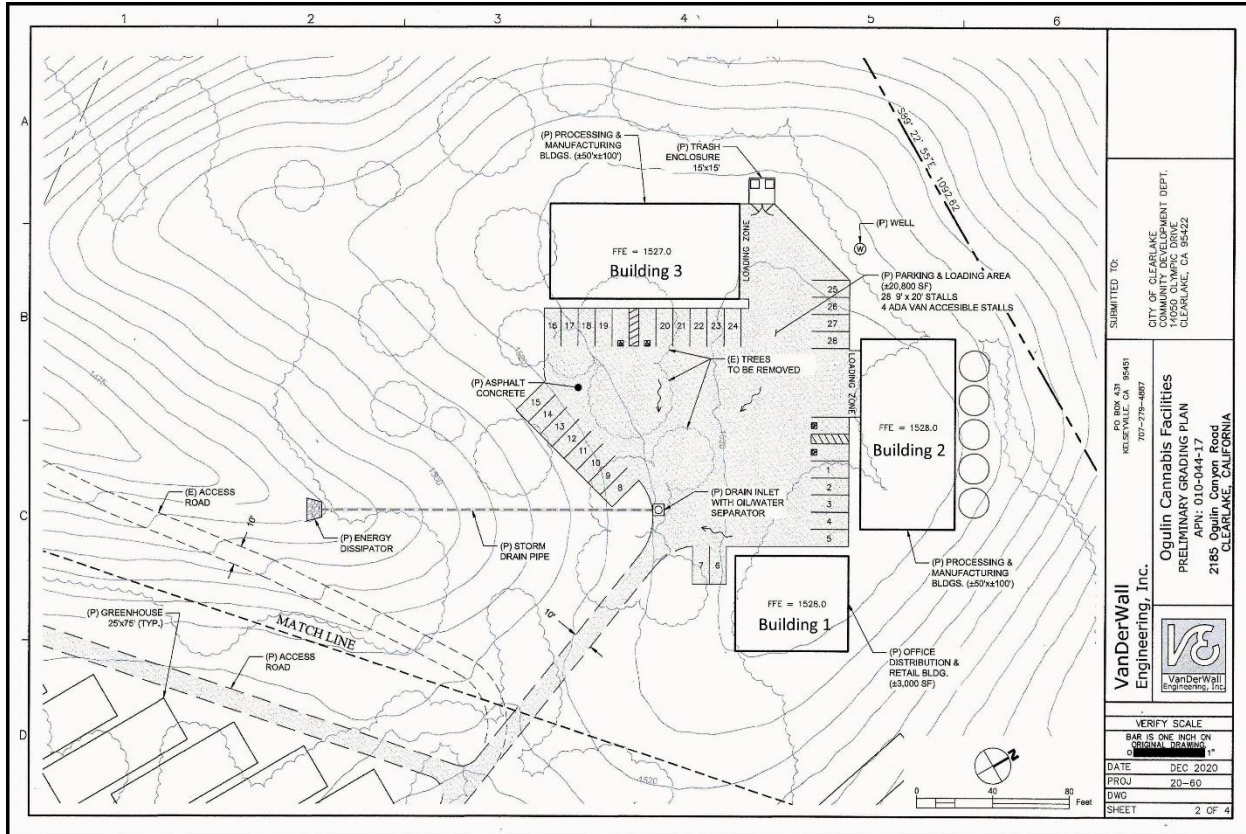
Rains, Lindsay@Cannabis

Digitally signed by Rains,
Lindsay@Cannabis
Date: 2021.09.08 16:06:55 -07'00'

Lindsay Rains,
Licensing Program Manager

2185 Ogulin Canyon Road – Description of Cannabis Manufacturing

The proposed cannabis manufacturing facilities will be constructed in Building 2 (east side of parking area) and will incorporate high-resolution security cameras that will be strategically placed in various locations. The facilities will also be surrounded by appropriate security fencing.



The cannabis manufacturing operation will involve extraction and/or infusion processes. California Law provides for the licensing of both volatile and nonvolatile cannabis manufacturing facilities.

Nonvolatile manufacturing involves a solvent used in the extraction process that is not a volatile solvent, including carbon dioxide. Volatile manufacturing involves any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, could create explosive or ignitable mixtures. The State's examples of volatile solvents include butane, hexane, propane, and ethanol.

Cannabis manufacturing may also include mechanical extraction using screens or presses; chemical extraction using a nonvolatile solvent such as a nonhydrocarbon-based or other solvent such as water, vegetable glycerin, vegetable oils, animal fats, or food-grade glycerin; chemical extraction using a professional closed loop CO2 gas extraction system; chemical extraction using a volatile solvent; and any other method authorized by the State.

Because the proposed manufacturing processes may include both volatile and nonvolatile solvents, a State of California Type 7 cannabis manufacturing license will be required, as this license allows the use of use both nonvolatile and volatile solvents to produce extractions and infusions.

Chemical extractions must take place within a professional, closed-loop system, and must comply with local building and fire codes and State law. California law establish sound manufacturing practices, assures cannabis product safety, and sets chemical extraction requirements. Cannabis manufacturers must meet local fire code, follow all local requirements for a certified closed loop system and utilize solvents that are 99% pure.

Nature of the Activity – Cannabis Manufacturing

The cannabis manufacturing operations will be established in a portion of Building 2 which is in the center of the site

Building 2 will be a 5,000 square foot single story steel I-beam truss construction on a concrete slab type with a metal clad exterior and a metal roof.

A metal rollup door and standard access doors will be utilized to access the cannabis manufacturing areas.

The facility operator will construct all manufacturing facilities to industry certification standards, in addition to ensuring that the site is in full compliance with all applicable local, state, and federal laws.

As required by the California Building Code, the operator will construct Class 1 Division 1 (C1D1) and Class 1 Division 2 (C1D2) rated facilities to contain the volatile extraction programs.

The definition of hazardous locations includes buildings or parts thereof where fire or explosion hazards may exist due to the presence of flammable gases or vapors, flammable liquids, combustible dusts or easily ignitable fibers. Class 1 locations are those in which flammable "gases or vapors" are, or may be, present in the air in quantities sufficient to produce explosive or ignitable mixtures.

The Manufacturing facilities will be designed and constructed to the highest standards to comply with California and Federal C1D1 (sparkless) construction standards. Construction activities will be overseen by qualified and trained professionals with extensive understanding in standard operating procedures, safety protocols, and maintenance schedules.

Architectural floorplans and construction details will be finalized for the manufacturing facilities and architectural/engineered construction plans and equipment details will be submitted to, plan checked by, and certified for safe operation by the City of Clearlake Community Development Department and the Lake County Fire Protection District #1 (Fire Marshal).

C1D1 facilities use outside fresh air to provide the required air flow rate over equipment. The system provides a slightly negative pressure within the lab area to prevent hazardous gasses from leaking into surrounding areas.

Gas detection alarms are used and will initiate when hazardous gas is detected. The system will activate an audible alarm and shut down power to the equipment inside the room well before dangerous gas levels are reached.

The proposed cannabis manufacturing process will involve a closed loop system.

In general, the proposed operations will involve processed cannabis material delivered to the intake area where it will store in freezer units or on shelves. Track and Trace of cannabis materials is required.

From the intake area the cannabis material moves into the extraction facilities areas. The specific routing of the process cannabis materials depends upon operational requirements and market demand orders.

There may be a nonvolatile CO2 extraction room immediately adjacent to the intake area. This area may also include CO2 extraction machines, decarboxylation ovens, and storage facilities.

A volatile extraction area may also be developed. Butane (BHO) and Ethanol (ETOH) are examples of the volatile materials that may be used. The butane and ethanol are stored within a hydrocarbon solution tank and are chilled down to a very low temperature. From the solvent tank, chilled butane and ethanol is passed through a pressurized/packed cannabis material vessel/column.

The butane and ethanol dissolve the cannabis trichomes. This process results in a chemical reaction where the cannabis terpenes and trichomes are stripped off and picked up. The butane/ethanol and cannabis trichomes move to the dewaxing or cryogenic vessel where the purification process continues, and fats and lipids are purged and removed.

The solvent is now purified and contains only the active ingredient. At this point the solution is passed into a tank where water is added. The butane and ethanol solvents are distilled and evaporated back into the closed loop system, leaving behind the concentrated cannabis oil.

Key points associated with the cannabis extraction process include:

- The cannabis extraction manufacturing processes are conducted in a clean room environment under the strictest operational and safety guidelines.
- Intake materials are examined for visible contaminants, freshness, overall quality, separated into batch sizes, tagged with a unique identifier/barcode that links to testing and origin and accompanies the cannabis material at all times.
- Extraction times vary by material and the design of the extractor equipment.
- A closed loop system is utilized, and solvents are drained to storage containers and placed in the queue for recovery.
- Pesticide tests are taken regularly.
- Cannabis extraction and manufacturing is performed within C1D1 or C1D2 rooms, subject to strict building and Fire Code standards.
- Distillation takes place within a high vacuum in the finished product is a clean distillate, tested, and ready for use.
- Volatile and nonvolatile gases are to be delivered by a local vendor when needed and are held within a properly designed and operated storage tank area.

An electrical/mechanical room will hold equipment required for extraction, but not rated for hazardous areas. The electrical/mechanical room is the location for heating and chilling recirculatory, air compressors, and vacuum pumps with tubing plumbed through the wall to the C1D1 and C1D2 rated areas.

The manufacturing room in the building will be the location where various consumer goods will be produced including:

- Vaporization Cartridges
- Capsules
- Tinctures
- Concentrates
- Bulk Oil

A dry goods storage area for glassware, tools, and supply storage will be constructed, and an area for final packaging and labeling of all products will be set up.

Final packaging, labeling of all products, secured storage of finished goods and the outtake room will be located on the north side of the building and serves as the location of transfer of products to Building #1.

A QC - quality control area is planned for post refinement review and approval by quality control staff utilizing various protocols for all products prior to transfer into the packaging area.

All employees involved in the manufacturing process and gas handling procedures will be required to receive operational and OSHA gas handling training. A licensed supplier will deliver the small tanks of gases as needed, to a secure drop off location in accordance with safe handling protocols. The determination as to the allowable gas storage area location will be part of the city plan check process (compliance determination pursuant to the California Building Code) which will include consultation with the Lake County Fire Protection District #1.

2185 Ogulin Business Plan

Business Overview:

As the cannabis industry continues to grow — with North America taking a leading role — We are eager to find ways to improve productivity and stand out from the pack. Our mission is the creation of a business model which covers the production, processing, marketing, and sales of cannabis

By bringing together production, processing and distribution, we can cut costs, improve efficiency and ensure quality control. It's a strategy that has worked well in other parts of the economy, and we think it will work for cannabis

Vertical Integration:

WHY WE THINK VERTICAL INTEGRATION WORKS FOR CANNABIS

The idea behind vertical integration is to gain greater control over the supply chain. Seed-to-sale chains in cannabis may incorporate interests in cultivation, processing, extraction, manufacturing, distribution, and retail, or some combination of the above. Vertically integrated businesses may operate in the same state, but increasingly cannabis companies are using vertical integration to spread their reach to multiple states or regions.

The advantages of the vertically integrated approach are many. They include:

- **Greater economies of scale**
- **Guaranteed access to consumers and cannabis products**
- **Carefully coordinated supply and production plans**
- **In-house control over prices**
- **An ideal structure for creating, promoting, and selling branded products**

With Vertical integration:

- The consumer typically gets a higher-quality, fresher and cheaper product.
- You own all parts of the supply chain, and therefore control costs along the way, dictate the final price of products, and capture all of the value created from beginning to end.
- Specialization will lead to providing a service more efficiently and typically at a lower cost than competitors.

Manufacturing:

Our manufacturing goal is to create food products and/or cannabis concentrates. We will start by bringing in testing and tracking raw materials such as:

- Food and ingredients (flour, sugar, etc.)
- Cannabis extract
- Cannabis trim that we convert in to extract

Combine food ingredients with cannabis extract to manufacture items like chocolate bars, beverages and mints. During this stage we:

- Ensure dosing accuracy
- Maintain audit-able records
- Like a manufacturer in any other industry, we will strive to create a consumable product within the target potency range batch after batch.
- We will test all of our products for safety, cannabis content and contaminants utilizing in-house testing equipment as well as third party labs, with thresholds modeled after FDA standards

This current model promotes innovation, entrepreneurialism and job creation. Trust is key for our success.

“We as manufacturers and distributors provide more jobs p/sq. ft. then any other license type within the industry”.

Cannabis growing: Hybrid greenhouses

Greenhouse technology is getting better and more competitive with indoor. At some point indoor will lose the battle with greenhouses as greenhouses become more high tech, offering unprecedented levels of control over the grow environment, without the costs associated with indoor lighting and climate control.

Modern climate controlled hybrid greenhouses have all the environmental controls of an indoor environment, but with the added benefit of natural sunlight and lower cooling costs.

Cannabis Processing:

Not only is this an integral part of our vertical integration, but there is also a great need and demand for a processing facility in Lake County. Most growers have to take their product to Santa Rosa or Ukiah for processing. Having a reputable facility in Lake County will not only save time and effort, but will create to the overall success of

our facility. In addition, the contacts made with other like-minded business people in the area will be invaluable.

Cannabis Dispensary

We are using the Cannabis Facility Construction Dispensary model. They have been designing and building dispensaries since 2105. Taken from their website, here are some highlights that we want to integrate into this section of our business:

Differentiate the customer experience. Buying cannabis in a regulated dispensary should feel easy, welcoming and natural. Designing for the customer experience, creating welcoming sales environments, while remaining compliant with regulations, is where dispensaries differentiate themselves from the competition

Prioritize compliance or suffer the consequences. To maintain product supply and operational retail sales, stick to strict protocols and carefully follow building codes related to the handling, storage and distribution of cannabis throughout the supply chain

Use a design-build approach. Design-build integrates your design and construction teams from the beginning, reducing surprises and streamlining your budget throughout the process of envisioning and construction of our dispensary

Security

Installation of perimeter fencing, multiple security cameras, locking front gate, possible use of Security Company for onsite guard.

Fire prevention

Total compliance by both state and County ordinances and regulations.

Parking

There will be ample employee parking on the building level. The proposed dispensary will be located on the street level and parking for the dispensary will be located there.

Well Water

Water for manufacturing, growing and fire prevention will be accessible through a proposed well system. There is an abundant water supply in the neighboring farms on Ogulin Canyon Rd., which should easily translate to this parcel

Employee's

We will begin with as lean as a business as possible, this includes only hiring the essential work force, particularly at the inception of the business. As the business grows, so will the need for employees, however we aim to be as lean and profitable as possible before adding excess employees and expenses.

2185 Ogulin Canyon Road
Water Availability Analysis
June 2021

The subject property is a 21.25-acre parcel located at 2185 Ogulin Canyon Road in Clearlake, California (APN 010-044-17).

The proposed project is a cannabis processing and cultivation facility with 10,000 ft.² of manufacturing, processing, distribution buildings (2 buildings - 5,000 ft.² each), a 3,000 ft.² office and retail delivery building, and ten (10) - 25' x 75' mixed light cultivation greenhouses.

- A. Water for both domestic and irrigation uses will be delivered from an existing permitted water well. The well is approximately 375 feet deep and has a capacity of 80 gallons per minute (see attached well report).
- B. The water system will use ground water pumped from the well directly into five (5) - 10,000-gallon water tanks for distribution to the building(s) plumbing system and to the greenhouses for irrigation. Additional water tanks may be installed in the area of the greenhouses if necessary.
- C. A water meter will be installed in the water system and consumption will be logged daily. Water use efficiency will be analyzed for the previous year and a water budget will be generated for each upcoming grow cycle.
- D. The California Department of Food and Agriculture (CDFA) in 2017 reported the following regarding the water use for cannabis. "According to Hammon et al. (2015), water use requirements for outdoor (mixed light) cannabis production (25-35 inches per year) are generally in line with water use for other agricultural crops, such as corn (20-25 inches per year), alfalfa (30-40 inches per year), tomatoes (15-25 inches per year), peaches (30-40 inches per year), and hops (20-30 inches per year).
- E. The following water use estimate is from the CDFA - CalCannabis Environmental Impact Report (CDFA 2017) = 3,000 gallons per day for 1 acre of cannabis canopy. The combined land area associated with the 10 proposed greenhouses is less than .5 acre. The daily requirement is about 1 gallon of water per minute for .5 acres of cannabis canopy. Using 1,500 gallons per day for .5 acre of cannabis canopy, 300 grow days annually, the annual irrigation water demand for the project is estimated to be 450,000 gallons per year.
- F. Water demand for the light industrial - warehouse and distribution uses is estimated using the Florida Department of Revenue (FDOR) database of property-based information for every parcel of land in the state. This database is publicly available free of charge from the FDOR website. This data indicates that a 13,000 square foot light industrial use will use slightly over 11,000 gallons of water per month or 132,000 gallons/year.
- G. The estimated total water demand for the project is 582,000 gallons per year (450,000 gallons+132,000 gallons). The yield of the well on the property is 80 gallons per minute,

2185 Ogulin Canyon Road
Water Availability Analysis
June 2021

with a capacity in excess of 9.9 million gallons per year (40 hours/week x 52 weeks/year x 80 gallons/minute).

H. The facility will implement water conservation practices, including:

- Selection of plant varieties that are suitable for mixed light cultivation.
- The use of driplines and drip emitters (instead of spray irrigation).
- Mulch to reduce evaporation.
- Water application rates modified from data from soil moisture meters and weather monitoring.
- Rooftop rainwater collection (where feasible and permitted).
- Shutoff valves on hoses and water pipes.
- Daily visual inspections of irrigation systems.
- Immediate repair of leaking or malfunctioning equipment.
- Water metering and budgeting.
- Practices to prevent discharges from water supply equipment.
- Water application rates minimized as necessary to prevent runoff and water equipment leaks repaired immediately.
- Water filtration systems to be installed.
- Tanks will supply gravitational head to the irrigation system. PVC pipes will deliver the water to the plants.
- Mixing tanks will be used to mix liquid fertilizers, which will then be injected into the irrigation system supply lines.
- At each planting station, black polyvinyl flexible tubes and drip emitters will be used to irrigate the plants.

I. Groundwater – The following information is from: **Lake County Watershed Protection District Lake County Groundwater Management Plan - March 31, 2006 - page 2-24 to 27.** The project site is in the Burns Valley Groundwater Basin.

Burns Valley Basin is in the Shoreline Inventory Unit. The Franciscan Formation borders the Burns Valley Basin on the north, Clear Lake borders the basin on the west, and the Cache Formation borders the basin on the south and east.

2185 Ogulin Canyon Road
Water Availability Analysis
June 2021

Water-Bearing Formations:

Quaternary Alluvium

The valley lowlands contain stream channel gravel and adjacent floodplain deposits. These lowland deposits are Quaternary Alluvium and are composed of silt, sand, and gravel. The southern end of the valley has a maximum thickness of approximately 50 feet (DWR 2003). Groundwater in this formation is unconfined and typically provides water for domestic use.

Quaternary Terrace Deposits

Quaternary Terrace Deposits have been deposited on the sides of the alluvial plain in the Burns Valley Basin. The terrace deposits are approximately 15 feet above the valley floor and slope up the valley to a similar elevation as the foothill exposures of the Cache Formation. Groundwater in this formation is not well understood.

Lower Lake Formation

The Lower Lake Formation, consisting of lake deposits, underlies the alluvial and terrace deposits in the Burns Valley Basin. The formation consists of fine sands, silts, and thick interbeds of marl and limestone (Rymer 1981) and has a maximum thickness of 200 feet (DWR 2003). The formation has low permeability and provides water to wells at up to a few hundred gallons per minute (DWR 2003).

Groundwater Hydrogeology

The Watershed Protection District monitors one well in the Burns Valley Basin. The monitoring well indicates that groundwater levels fluctuate from 2 feet below ground surface in the spring to 10 feet below ground surface in the fall. The well also indicates that water levels rose in the Burns Valley Basin in 1981-1983. No information on groundwater movement is available. DWR estimates the useable storage capacity to be 1,400-acre feet (DWR 1960). Average-year agricultural groundwater demand in the Burns Valley basin is approximately 14 acre-feet per year.

Groundwater Quality/Inelastic Land Surface Subsidence

DWR monitors a number of wells for water quality in the Burns Valley Basin. Monitoring is not extensive enough to determine trends in groundwater quality nor the overall character of groundwater in the basin. Information was not available from DHS for the High Valley Groundwater Basin. Current information regarding inelastic land surface subsidence is unavailable.

2185 Ogulin Canyon Road

Water Availability Analysis

June 2021

Groundwater Wells

There are 86 domestic wells and 13 irrigation wells in the Burns Valley Basin. Approximately 50 percent of domestic wells are shallower than 75 feet deep, and approximately 50 percent of irrigation wells are shallower than 250 feet deep.

Conclusion - Water Availability

There is adequate water availability for the 2185 Ogulin Canyon Road Cannabis Processing and Cultivation Project.

June 15, 2021

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 707-349-0639
richardk2255@hotmail.com



COUNTY OF LAKE
HEALTH SERVICES DEPARTMENT
Division of Environmental Health
922 Bevins Court, Lakeport, CA 95453-9739
Telephone 707/ 263-1164 FAX: 263-1681

Denise Pomeroy
Health Services Director

Erin Gustafson
Public Health Officer

Jasjit Kang
Environmental Health Director

SEAL WITHOUT WITNESS

Permit Number: WE 5569AG
Site Address: 2185 Ogulin Canyon Rd. Clearlake CA
Assessor's Parcel No: 010 - 044 - 17
Owner Name: Ogulin Hills Holdings
Date: 4-1-21

REASON FOR SEAL WITHOUT WITNESS:

- ☐ Emergency Seal - Explain: _____
- ☒ Inspector unable to witness
- ☐ Other: _____

IMPERMEABLE LAYER in which annular space terminates:
2' at a depth of 23' feet.

SEALANT USED: Bentonite clay with concrete cap
METHOD OF PLACEMENT: pour down hole Mix concrete cap

I hereby certify that I have installed the annular seal in accordance with the provisions of the Lake County Well Ordinance and unless otherwise specified in the Lake County Well Ordinance, with the California Department of Water Resources Bulletin 74-81 or as modified by subsequent revisions or supplements.

DRILLING CONTRACTOR SIGNATURE: [Signature]
COMPANY: Will Peterson Well Drilling LICENSE NO: 1009053

Our mission is to promote and protect the health of the people of Lake County through education and the enforcement of public health laws.

Page 1 of 1
 Owner's Well Number _____
 Date Work Began 3/24/2021 Date Work Ended _____
 Local Permit Agency Environmental Health
 Permit Number WE 52169 AG Permit Date 3/22/2021

State of California
Well Completion Report
 Refer to Instruction Form WCR-1
 No. ~~XXXXXX~~ 312512021

DWR Use Only - Do Not Fill In									
State Well Number/Size Number									
Latitude					Longitude				
APN/IRS/Other									

[illegible]

Well Owner
Name Dogelin Hills Holdings
Mailing Address 637 Lindaro St. Ste 201
City San Rafael State CA Zip 94901

Well Location

Address 2185 Ogulin Canyon Rd.

City Clearlake County Lake

Latitude _____ N Longitude _____

Dec. Lat. _____ Dec. Long. _____

APN Book 010 Page 044 Parcel 17

Township _____ Range _____ Section _____

Location Sketch
(Sketch must be drawn by hand after form is printed)

North

Ogulits Canyon Rd.

West

Hy29

Activity

- ☒ New Well
- ☐ Modification/Repair
 - ☐ Deepen
 - ☐ Other _____
- ☐ Destroy

Describe the procedures and materials under "CFOI SDC: 00"

Planned Uses

☒ Water Supply

☐ Domestic ☐ Public

☐ Irrigation ☐ Industrial

☐ Cathodic Protection

☐ Dewatering

☐ Heat Exchange

☐ Injection

☐ Monitoring

☐ Remediation

☐ Sparging

☐ Test Well

☐ Vapor Extraction

☐ Other

Water Level and Yield of Completed Well

Depth to first water 280 (Feet below surface)
 Depth to Static _____
 Water Level 280 (Feet) Date Measured 3/25/21
 Estimated Yield * 80 (GPM) Test Type Air Lift
 Test Length 2 (Hours) Total Drawdown _____ (Feet)
 *May not be representative of a well's long term yield.

[illegible]

Attachments

☐ Geologic Log

☐ Well Construction Diagram

☐ Geophysical Log(s)

☐ Soil/Water Chemical Analyses

☐ Other _____

Attach additional information, if needed.

Certification Statement		
I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief		
Name	Will Peterson Well Drilling	
Person, Firm or Corporation	Person	
P.O.	Kelseyville CA 95451	
Address	City State Zip	
Signed	4-1-21	Date Signed
C-57 Licensed Water Well Constructor		C-57 License Number

OWNER

BULIN HILLS HOLDINGS, LLC
BRIAN D. PENSACK
637 LINDARD ST., SUITE 201
SAN RAFAEL, CA 94901

SITE PLAN DATA

AREA OF PROPERTY 21.25 ACRES TOTAL

ZONING C-4 CITY OF CLEARLAKE

FLOOD ZONE X

NOTES

1) THIS IS NOT A BOUNDARY SURVEY. ALL LOT LINES SHOWN ARE BASED ON A.P.N. MAP.

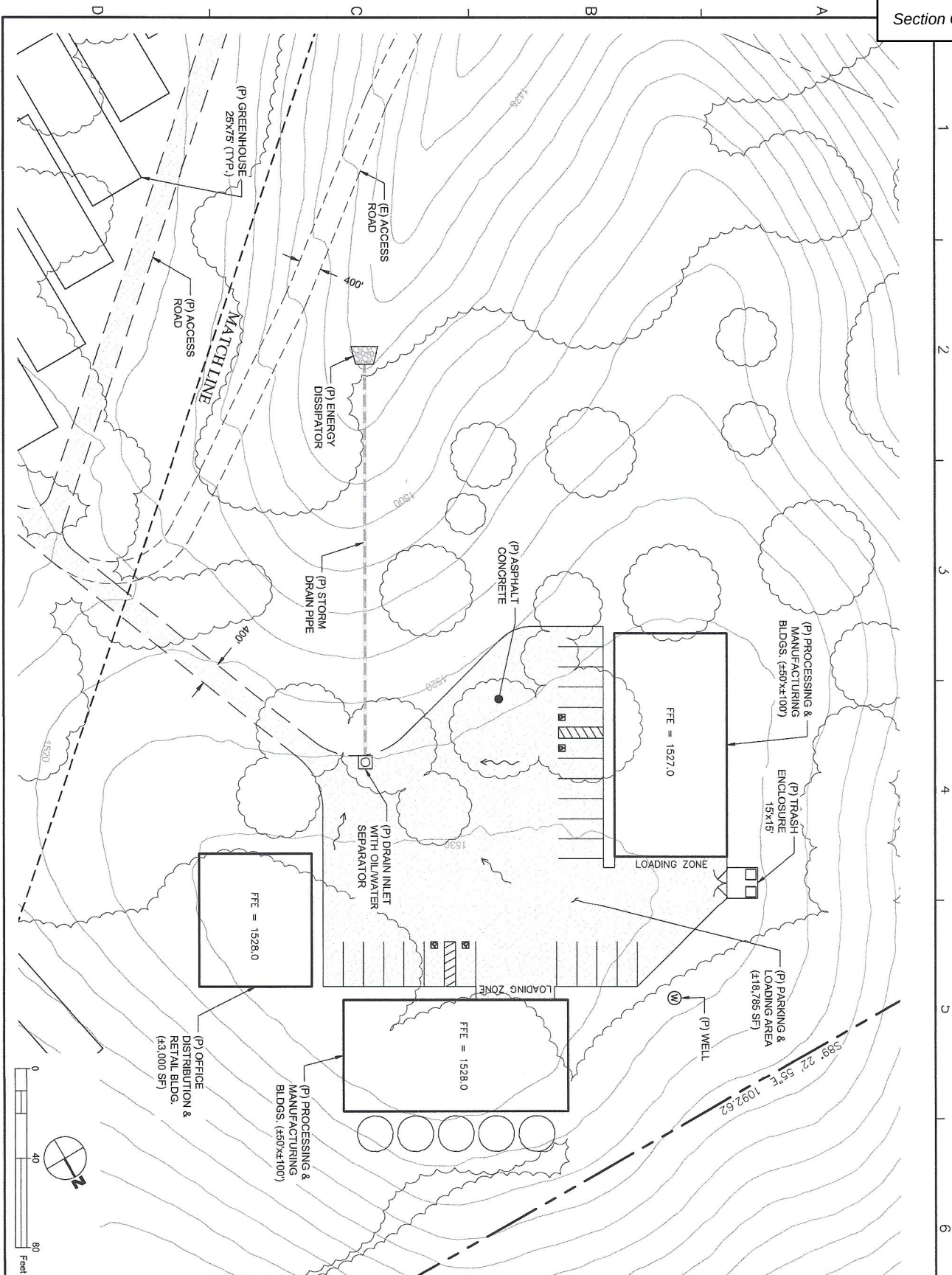
Line #	Length	Direction
L1	417.23	N0° 43' 08"E
L2	176.50	N37° 35' 16"E
L3	487.57	S50° 02' 51"W
L4	310.04	N65° 13' 21"E
L5	167.51	S57° 33' 36"W
L6	273.07	N30° 16' 00"W
L7	57.82	N75° 56' 03"E

LEGEND

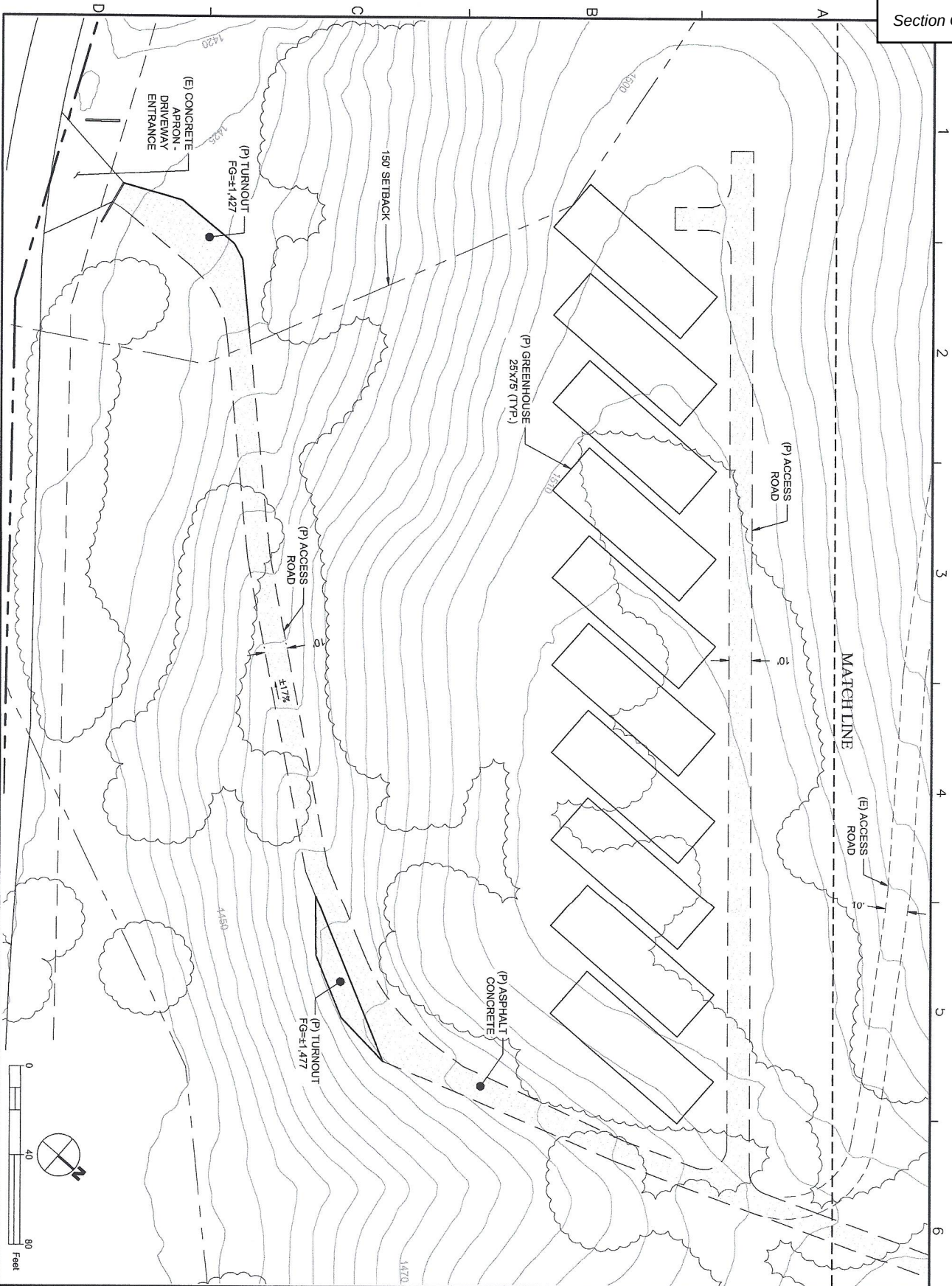
- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- (P) ACCESS ROAD/DRIVEWAY
- (E) ACCESS ROAD/DRIVEWAY
- (E) TREE/BRUSH LINE
- FEMA FLOOD ZONE BOUNDARY
- (P) THERMAL CAMERA
- (P) LIGHT POLE
- (P) BUILDINGS
- (P) GREENHOUSES
- AREA FOR FUTURE BUILDINGS
- ZONE AE
- ZONE AE FLOODWAY
- ZONE AO
- ZONE X



VERIFY SCALE BAR IS ONE INCH ON 1" SCALE DATE DEC 2020 PROJ 20-60 DWG SHEET 1 OF 2	VanDerWall Engineering, Inc. PO BOX 431 KELSEYVILLE, CA 95451 707-279-4887	SUBMITTED TO: CITY OF CLEARLAKE COMMUNITY DEVELOPMENT DEPT. 14050 OLYMPIC DRIVE CLEARLAKE, CA 95422
	Ogulin Cannabis Facilities SITE PLAN APN: 010-044-17 2185 Ogulin Canyon Road CLEARLAKE, CALIFORNIA	



VanDerWall Engineering, Inc. PO BOX 431 KELSEYVILLE, CA 95451 707-279-4887		SUBMITTED TO: CITY OF CLEARLAKE COMMUNITY DEVELOPMENT DEPT. 14050 OLYMPIC DRIVE CLEARLAKE, CA 95422	
Ogulin Cannabis Facilities PRELIMINARY GRADING PLAN APN: 010-044-17 2185 Ogulin Canyon Road CLEARLAKE, CALIFORNIA		VERIFIED SCALE BAR IS ONE INCH ON ORIGINAL DRAWING 1"	
DATE	DEC 2020		
PROJ	20-60		
DWG			
SHEET	2 OF 4		



VanDerWall Engineering, Inc.	PO BOX 431 KELSEYVILLE, CA 95451 707-279-4887	SUBMITTED TO: CITY OF CLEARLAKE COMMUNITY DEVELOPMENT DEPT. 14050 OLYMPIC DRIVE CLEARLAKE, CA 95422
	Ogulin Cannabis Facilities PRELIMINARY GRADING PLAN APN: 010-044-17 2185 Ogulin Canyon Road CLEARLAKE, CALIFORNIA	
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING DATE DEC 2020 PROJ 20-60 SHEET 3 OF 4		

CITY OF CLEARLAKE
ORDINANCE NO. 258-2022
AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
APPROVING A DEVELOPMENT AGREEMENT (DA 2021-04) WITH OGULIN HILLS, LLC FOR
PROPERTY LOCATED AT 2185 OGULIN CANYON ROAD, CLEARLAKE FURTHER DESCRIBED AS
ASSESSOR'S PARCEL NUMBER 010-044-017

WHEREAS, the State of California enacted California Government Code Sections 65864, etc. to authorize municipalities to enter into Development Agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction; and

WHEREAS, Ogulin Hills, LLC., represented by Brian Pensack, (OWNER), who intends to operate commercial cannabis businesses at subject property, located at 2185 Ogulin Canyon Road, City of Clearlake, County of Lake, State of California ("Site") that is the subject of this agreement; and

WHEREAS, the OWNER presently intends to develop commercial cannabis operations (*Cannabis Cultivation, Processing, Manufacturing, Distribution, and Retail Delivery*) on the site consistent with the California Cannabis Laws, the City's Municipal Code, and Project Approvals (known as the "Project"); and

WHEREAS, the Planning Commission of the City of Clearlake approved Use Permit Applications to allow Cannabis Cultivation, Processing, Manufacturing, Distribution, and Retail Delivery on November 9th, 2021 and;

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

SECTION 1. After conducting duly noticed hearings before the City Council on January 6, 2022 and, and after independent review and consideration, the City Council approves the execution of the Development Agreement, hereby adopted as Exhibit A to this Ordinance.

SECTION 2. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3. Execution. The Mayor shall sign, and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption.

I hereby certify that the foregoing Ordinance was PASSED, APPROVED and ADOPTED this ____ day of _____, 2022.

AYES:
NOES:

ABSENT OR NOT VOTING:

Attest:

Dirk Slooten, Mayor

Melissa Swanson, City Clerk



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Project to rehab the 12" agricultural well near the northeast corner of the Burns Valley Development property, for future irrigation demand; and waiver of the requirement for multiple bids.

MEETING DATE: 02/03/22

SUBMITTED BY: Dale Goodman, Director of Public Works

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to: 1) Waive the requirement for multiple bids, and 2) Authorize the City Manager to sign the contract with Weeks Drilling & Pump Co. for the rehabilitation of the 12" agricultural well near the northeast corner of the Burns Valley Development property, to provide ground water for future site irrigation demand.

BACKGROUND/DISCUSSION:

The Burns Valley Development property, which the City purchased in 2021, has a 12" agricultural well near it's northeast corner. Staff contracted with Dr Well - Water Well Services to do a video inspection of the well, and provide the City with their assessment. Using the video record, and the written assessment, staff has solicited proposals over a 10-week period, from firms as far away as Sacramento, for the rehabilitation of the well. Only one firm, Weeks Drilling & Pump Co., of Sebastapol, has responded. See Attachment. In the interest of time, and moving this important project forward, staff is asking Council to waive the requirement for multiple proposals, and authorize the City Manager to sign the contract/proposal provided by Weeks Drilling & Pump Co.

OPTIONS:

1. Council to waive the requirement for multiple proposals, and authorize the City Manager to sign the contract/proposal provided by Weeks Drilling & Pump Co.
2. Other direction

FISCAL IMPACT:

☐ None ☒ Yes Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other: Park Project Funds

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

1. Move to waive the requirement for multiple proposals, and authorize the City Manager to sign the contract/proposal provided by Weeks Drilling & Pump Co.

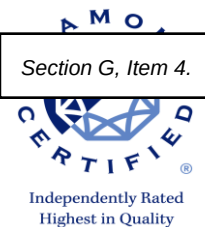
ATTACHMENTS:

- Weeks Drilling & Pump Co. Estimate & Contract No. 21-6555



Estimate & Contract

No 21-6555
Date: 11/23/2021



6100 Highway 12 / P.O. Box 176
Sebastopol, CA 95473
707-542-3272 Fax 707-823-4258
Contractor's License C57-177681

For: City of Clear Lake

Site: 14795 Burns Valley Rd
Clearlake

By JOSHUA A MOORE

Scope of Work: Clean Well, Line and Test

- ❖ Nylon Brush 12" Well to Remove Scale and Debris from Well Screens
- ❖ Install 2" Air Lift Pipe and connect to Air Compressor and Discharge--Conduct Air Lift Development 8hr (Water to Be discharge locally on ground)
- ❖ Remove Blow Pipe and Set 8" Liner and gravel
- ❖ Bentonite Seal and cement to grade
- ❖ Swab Develop to consolidate pack and new liner
- ❖ Install Test Pump and surge develop until clear
- ❖ Let Well sit 12hr
- ❖ Return and conduct an 8hr yield test--Measure drawdown and discharge
- ❖ Measure Recovery
- ❖ Pull Test pump and size final system for install

Excluded (see terms and conditions)

- ❖ Any Unforeseen Circumstances
- ❖ All Water to be discharged locally onsite--Containment not Included

Qty	Part Number	Description	Amount
1	Q1C5	Nylon Brush & Airlift	
1	Q24DC	8" PVC Liner	
1	Q24DC	Test Pumping 100gpm+ 8hr & Recovery	

This estimate will be billed:

Y Flat Bid (Not Approximate)

Y Prevailing Wage

Tax:

Total: 33,234.40

Weeks Drilling and Pump Company, Contractor or "we" or "us" proposes to furnish equipment, material, and labor in a specifications above. The undersigned, Buyer, or "you" or "your", hereby accepts the proposal and authorizes the wo and **acknowledges having read the attached Estimate & Contract Terms and Conditions of this contract and having received a copy of the "Notice to Owner" (attached).**

Section G, Item 4.

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right".

Buyer

Date

Cell:

Billing Address

Phone

Fax:

Phone:

Seller Weeks Drilling & Pump Co.

Date

Estimate & Contract Terms and Conditions

No Section G, Item 4.

Flat Bid Contract: If Page One of this contract is marked "Flat Bid (Not Approximate)" then the full amount of the contract is as shown on Page One. This amount may be increased or decreased only by Change Orders.

Time and Materials Contract: If Page One of this contract is marked "Time and Materials (Approximate)" then the contract amount shown on Page One is an estimate. The final amount billed for the work will be based upon unit prices which shall be adjusted to reflect the actual in-place or as-used quantities.

Offer Duration: This offer is valid for 7 days.

Materials Escalation Clause: Owner understands and agrees that this Contract price has been figured at current local costs of labor, materials, sub or specialty contractor and other costs. If, during the performance of this contract, the price of materials significantly increases through no fault of Weeks Drilling and Pump Co., or if this job cannot be started within 30 days from the date thereon for whatever reasonable reason, Weeks Drilling and Pump Co. at its option shall be entitled to a change order increasing the contract price to include any such increases incurred.

General Exclusions from this Contract:

permits and permit fees, insurance certificates, bonding fees.
waterization of uncompleted work.
scheduling or erosion control work

General Conditions of this Contract:

trenching and excavation work will be free of any man made obstructions, including underground utilities. All existing utilities will be located and marked in the field prior to us starting our work.

Should the owner, Owner's Agent, public body, or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Payment Terms: You agree to pay a deposit of 10% of the contract amount (or the estimated price) shown on Page One or \$1000, whichever is less, upon notification that we are ready to commence work. You agree to pay for the work immediately upon completion. If the work takes longer than 30 days, at our option you agree to pay a progress payment each 30 days for the progress attained as an estimated percent complete of the total contract amount (or estimated price). Such progress payments are due immediately upon invoicing.

Interest on monies owed to us under this contract past 30 days due shall accrue interest at a rate of 0.833% per month on the principal balance. Upon payment being made for any portion of the work performed, we shall, prior to any further payment being made, furnish to the you a full and unconditional release from any claim or Mechanic's lien for that portion of the work for which payment has been made.

Date Work to Begin: Substantial commencement of work shall occur when we first supply workers to the jobsite. Our failure without lawful excuse to substantially commence work within 20 days from that approximate date is a violation of the Contractors License Law. Due to uncertainties in weather, materials availability and equipment availability, all dates are approximate.

Right to Stop Work: We shall have the right to stop work if any payment due us under this agreement is not made on time. We may keep the job idle until all payments due are received.

Cancellation: You acknowledge you have received two copies of "Notice of Right to Cancel" attached to this contract which allows you three business days to cancel this contract. In addition to this right which is required by law, we will allow you to cancel this contract at any time up until we have actually begun work. You agree that if you cancel the contract after the initial three-day period required by law, that you will pay for all costs incurred by us on your behalf including but not limited to: permit fees, consultant fees, non-stock/non-returnable materials ordered for your work, restocking charges by distributors on returnable materials ordered for your Project, and freight charges.

Limitations: No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other after a period of two years from completion of the work or cessation of the work.

Warranties: We represent and warrant that we hold an unencumbered Contractor's License to perform the services included in this contract, and that we will maintain and keep such license in good standing and in full force and effect at all times while performing the work under this contract. We do not warrant the materials or supplies we use against defects in workmanship or materials but we will use our best efforts to enforce any warranties against the manufacturer or supplier on your behalf. We guarantee our own work to be free of defects for a period of one year from date of installation. No other warranties are offered or implied.

Acknowledgement by Owner of Receipt of Notice to Owner: You acknowledge that you have received a copy of the "Notice to Owner" (attached) as specified by Section 7081.5 of the California Business and Professions Code.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING-IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

"LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION."

Filing of Complaints: Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

NOTICE TO OWNER

No. 21-6555

Section G, Item 4.

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to install but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property." (Rev. 4/9)

NOTICE OF RIGHT TO CANCEL

No. 31-6555

Section G, Item 4.

Notice of Cancellation _____ (enter date you signed the contract)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

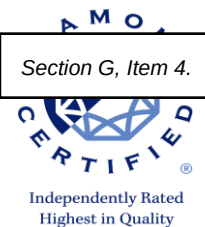
To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram or fax to:

Weeks Drilling & Pump Co. P.O. Box 176 Sebastopol, CA 95472 Fax 707-823-4258



Estimate & Contract

No 22-0096
Date: 1/26/2022



6100 Highway 12 / P.O. Box 176
Sebastopol, CA 95473
707-542-3272 Fax 707-823-4258
Contractor's License C57-177681

For: City of Clear Lake

Site: 14795 Burns Valley Rd
Clearlake

By JOSHUA A MOORE

Scope of Work: Set Final Well Pump and Outgoing Master Filter and Meter

Pump Subject to Change--Assumed 4" Main Lines and 460v Power Available

- ❖ Install 15hp Sub Turbine (125GPM@112psi) on 3" Galvanized drop pipe and #8 Sub Cable--Furnish 8x3" Discharge Head and Manifold to 119gal pressure tank--Mount VFD and Install Pressure Transducer
- ❖ Install Outgoing 130micron Auto Backwashing Master Irrigation Filter and 3" Master Outgoing Meter
- ❖ Make all final Connections and test

Excluded (see terms and conditions)

1. Concrete Pad for Equipment, Mounting Backboard and Power

Qty	Part Number	Description	Amount
1	Q1C5	New Well Pump 120gpm Sub Turbine 15hp 460v and VFD	
75	Q1H7	3" Galv Pipe w/ Cplg & #8 Sub-Cable	
1	3.11900.366	119 Gallon Pressure Tank	
1	SPCL Buy	Special Order Material: 8x3" Discharge Head	
1	SPCL Buy	Special Order Material: 4" Master Amiad Filter	
1	SPCL Buy	Special Order Material: Master outgoing Meter	
1	LR	Labor rate per hour - Regular Time	
1	TRIG	Rig Charge	

This estimate will be billed:

Y Flat Bid (Not Approximate)

Y Prevailing Wage

Tax:

Total: 50,598.25

Weeks Drilling and Pump Company, Contractor or "we" or "us" proposes to furnish equipment, material, and labor in accordance with the specifications above. The undersigned, Buyer, or "you" or "your", hereby accepts the proposal and authorizes the work to be performed, and **acknowledges having read the attached Estimate & Contract Terms and Conditions of this contract and having received a copy of the "Notice to Owner" (attached).**

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right".

Buyer

Date

Cell:

Billing Address

Phone

Fax:

Phone:

Seller

Weeks Drilling & Pump Co.

Date

233

Estimate & Contract Terms and Conditions

No Section G, Item 4.

Flat Bid Contract: If Page One of this contract is marked "Flat Bid (Not Approximate)" then the full amount of the contract is as shown on Page One. This amount may be increased or decreased only by Change Orders.

Time and Materials Contract: If Page One of this contract is marked "Time and Materials (Approximate)" then the contract amount shown on Page One is an estimate. The final amount billed for the work will be based upon unit prices which shall be adjusted to reflect the actual in-place or as-used quantities.

Offer Duration: This offer is valid for 7 days.

Materials Escalation Clause: Owner understands and agrees that this Contract price has been figured at current local costs of labor, materials, sub or specialty contractor and other costs. If, during the performance of this contract, the price of materials significantly increases through no fault of Weeks Drilling and Pump Co., or if this job cannot be started within 30 days from the date thereon for whatever reasonable reason, Weeks Drilling and Pump Co. at its option shall be entitled to a change order increasing the contract price to include any such increases incurred.

General Exclusions from this Contract:

permits and permit fees, insurance certificates, bonding fees.
rehabilitation of uncompleted work.
grading or erosion control work

General Conditions of this Contract:

trenching and excavation work will be free of any man made obstructions, including underground utilities. All existing utilities will be located and marked in the field prior to us starting our work.

Should the owner, Owner's Agent, public body, or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Payment Terms: You agree to pay a deposit of 10% of the contract amount (or the estimated price) shown on Page One or \$1000, whichever is less, upon notification that we are ready to commence work. You agree to pay for the work immediately upon completion. If the work takes longer than 30 days, at our option you agree to pay a progress payment each 30 days for the progress attained as an estimated percent complete of the total contract amount (or estimated price). Such progress payments are due immediately upon invoicing.

Interest on monies owed to us under this contract past 30 days due shall accrue interest at a rate of 0.833% per month on the principal balance. Upon payment being made for any portion of the work performed, we shall, prior to any further payment being made, furnish to the you a full and unconditional release from any claim or Mechanic's lien for that portion of the work for which payment has been made.

Date Work to Begin: Substantial commencement of work shall occur when we first supply workers to the jobsite. Our failure without lawful excuse to substantially commence work within 20 days from that approximate date is a violation of the Contractors License Law. Due to uncertainties in weather, materials availability and equipment availability, all dates are approximate.

Right to Stop Work: We shall have the right to stop work if any payment due us under this agreement is not made on time. We may keep the job idle until all payments due are received.

Cancellation: You acknowledge you have received two copies of "Notice of Right to Cancel" attached to this contract which allows you three business days to cancel this contract. In addition to this right which is required by law, we will allow you to cancel this contract at any time up until we have actually begun work. You agree that if you cancel the contract after the initial three-day period required by law, that you will pay for all costs incurred by us on your behalf including but not limited to: permit fees, consultant fees, non-stock/non-returnable materials ordered for your work, restocking charges by distributors on returnable materials ordered for your Project, and freight charges.

Limitations: No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other after a period of two years from completion of the work or cessation of the work.

Warranties: We represent and warrant that we hold an unencumbered Contractor's License to perform the services included in this contract, and that we will maintain and keep such license in good standing and in full force and effect at all times while performing the work under this contract. We do not warrant the materials or supplies we use against defects in workmanship or materials but we will use our best efforts to enforce any warranties against the manufacturer or supplier on your behalf. We guarantee our own work to be free of defects for a period of one year from date of installation. No other warranties are offered or implied.

Acknowledgement by Owner of Receipt of Notice to Owner: You acknowledge that you have received a copy of the "Notice to Owner" (attached) as specified by Section 7081.5 of the California Business and Professions Code.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING-IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

"LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION."

Filing of Complaints: Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

NOTICE TO OWNER

No. 22-0096

Section G, Item 4.

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to install but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property." (Rev. 4/9)

NOTICE OF RIGHT TO CANCEL

No. 22-0000

Notice of Cancellation _____ (enter date you signed the contract)

Section G, Item 4.

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram or fax to:

Weeks Drilling & Pump Co. P.O. Box 176 Sebastopol, CA 95472 Fax 707-823-4258

MINUTES OF PREVIOUS MEETING

December 8, 2021

The regular monthly meeting of the Board of Trustees of the Lake County Vector Control District was called to order at 1:34 P.M. by President Giambruno.

Board Present: Rob Bostock, Curt Giambruno, Chuck Leonard, Ronald Nagy, and George Spurr.

Absent: None.

District Personnel: Jamesina J. Scott, Ph.D., Manager and Research Director, and Ms. Jacinda Franusich, Office Manager.

Guests: None.

Citizen's Input: None.

Agenda Additions and/or Deletions: None.

Mr. Bostock moved to approve the Board Minutes of November 10, 2021 with a correction to the check numbers to include checks 20523-20540 making the total expenditures for November 2021 \$97,492.88. Mr. Nagy seconded the motion. Motion carried unanimously.

Research Report

Dr. Scott reported on arbovirus activity. In Lake County, four mosquito samples tested positive for West Nile virus (WNV) and four sentinel chickens seroconverted for WNV in 2021.

For the rest of California, 108 human cases of WNV illness were reported from twenty-three counties this year.

Two hundred-nine dead birds from nineteen California counties tested positive for WNV in 2021. In addition, 2,260 WNV-positive mosquito samples were reported from 25 counties, and 88 sentinel chickens from twelve counties tested positive for antibodies to WNV.

Thirteen cases of WNV illness in horses have been reported from eight California counties in 2021.

There have been three human cases of St. Louis encephalitis virus (SLEV) disease reported from three California counties in 2021 as well as 44 SLEV-positive mosquito samples from eight counties, and two SLEV-positive chickens from Merced County.

In the rest of the United States, West Nile virus has been detected in forty-nine states. This includes 2,550 cases of human infections with 150 deaths.

One travel-related case of Zika virus disease was reported in the United States, and in the US Territories 26 cases were reported that are presumed to be locally acquired.

Sixteen cases of travel-related chikungunya virus illness were reported in the United States in 2021.

Dr. Scott reported on adult biting fly activity. New Jersey light traps were set near Borax Lake and in the Reclamation near Upper Lake. Two mosquito species were collected as well as biting black gnats.

Dr. Scott reported on tick testing. Three *Ixodes pacificus* removed from Lake County residents were submitted to the Sonoma County Public Health Laboratory for *Borrelia burgdorferi* testing in November. All the samples were negative.

Dr. Scott reported on Clear Lake gnat, Chironominae, and Tanypodinae surveillance in Clear Lake. Lake checks were not completed during November because the fuel pump needed to finish repairs to the boat was still on national backorder. However, the part was received in late November and lake checks should resume in December.

Operation Report

During November, 1.5 inches of rain was recorded in the District's rain gauge. The level of Clear Lake was at -1.44 feet on the Rumsey Gauge on November 1 and by November 30 the lake level was -1.40 feet.

The District's Cooperative Agreement was renewed in November. The Cooperative Agreement between the California Department of Public Health and local vector control agencies provides critical flexibility to local vector

control districts to perform their mandated role in the control of public health vectors.

The District's Vector Control Technicians began the process of dismantling the old pesticide storage building in November. This will allow the District to more easily dispose of the building.

Certified staff participated in a day-long webinar in November. The webinar included presentations about yellowjacket control, rodent control, and uses for 3D printing in mosquito control. The staff received continuing education credits in all categories for attending the presentation.

On November 1, Dr. Scott participated in the Employment Risk Management Authority (ERMA) Board meeting via videoconference. Dr. Scott serves as the Vector Control Joint Powers Agency (VCJPA) representative on the ERMA Board.

On November 3, Dr. Scott participated in the Mosquito and Vector Control Association of California (MVCAC) Sacramento Valley Regional meeting via videoconference.

On November 10, Dr. Scott attended a webinar titled "Navigating the Pathways of Vaccine Mandates and Current COVID-19 Litigation."

On November 16, Dr. Scott attended the MVCAC Executive Board's monthly meeting via Zoom.

On November 29, Dr. Scott met with DJ Meyer of Bridges Construction to discuss the wall between the District's property and its neighbor on C Street. It has been difficult to find local contractors willing to bid on the project. The wall must be engineered because it is more than 40 inches in height, and it is a prevailing wage job. An estimate is being prepared and work is expected to begin after the first of the year.

Board Consideration of Resolution 21-06 Establishing and Appropriating Over-realized/Unanticipated Revenue from Vector Control Joint Powers Agency Retrospective Adjustment Refund into the District's 2021-2022 Budget

After some discussion Mr. Spurr moved to approve Resolution 21-06. Mr. Nagy seconded the motion. Motion carried with a roll call vote as follows: 5

in favor, (Mr. Giambruno, Mr. Spurr, Mr. Bostock, Mr. Leonard, and Mr. Nagy).

Consider Changing the Date or Cancelling the February and March Regular Meetings of the Board of Trustees

Dr. Scott requested that the Board consider changing its meeting dates in February and March so that staff could attend the Mosquito and Vector Control Association of California (MVCAC), Vector Control Joint Powers Agency (VCJPA), and American Mosquito Control Association (AMCA) annual meetings. After some discussion, Mr. Bostock moved to change the date of the February 2022 regular meeting from Wednesday February 9, 2022 to Wednesday February 23, 2022, and the March 2022 regular meeting from Wednesday March 9, 2022 to Wednesday March 16, 2022. Mr. Nagy seconded the motion. Motion carried unanimously. Dr. Scott thanked the Board for adjusting its meeting schedule.

Approval of Checks for December 2021

Mr. Nagy moved to approve Check Nos. 20541-20586 for the month of December 2021 in the amount of \$63,188.20. Mr. Spurr seconded the motion. Motion carried unanimously.

Other Business

No other business was discussed.

Announcement of Next Board Meeting

The next regular meeting of the Board of Trustees of the Lake County Vector Control District will be at 1:30 P.M. on January 12, 2022 in the LCVCD Board Room, 410 Esplanade, Lakeport, CA 95453.

Mr. Nagy moved to adjourn the meeting. Mr. Bostock seconded the motion. There being no other business the meeting was adjourned by President Giambruno at 2:20 P.M.

Respectfully submitted,

Ronald Nagy
Secretary



Clearlake, CA

Section G, Item 6.

Check Register

Packet: APPKT01062 - 1/13/22 AP Check Run AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
000024	CLEARLAKE POLICE ASSOCIATION	01/13/2022	Regular	0.00	1,500.00	11880
000026	NATIONWIDE RETIREMENT SOLUTION	01/13/2022	Regular	0.00	1,320.08	11881
000027	OPERATING ENGINEERS PUBLIC EMP	01/13/2022	Regular	0.00	71,237.00	11882
VEN01196	SYNERGY SPORTS CHARLOTTE, LLC	01/13/2022	Regular	0.00	6,250.00	11883
000708	VALIC LOCKBOX	01/13/2022	Regular	0.00	695.00	11884

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	5	0.00	81,002.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	5	0.00	81,002.08

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2022	81,002.08
			81,002.08



Clearlake, CA

Section G, Item 6.

Check Register

Packet: APPKT01082 - 1/20/22 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001506	ADELIN BROWN	01/20/2022	Regular	0.00	294.30	11885
002353	ALL IN ONE AUTO	01/20/2022	Regular	0.00	19,070.00	11886
000101	AMERIGAS	01/20/2022	Regular	0.00	3,304.02	11887
000085	ARAMARK UNIFORM SERVICES	01/20/2022	Regular	0.00	98.62	11888
001397	AT&T CALNET 3	01/20/2022	Regular	0.00	22.91	11889
001397	AT&T CALNET 3	01/20/2022	Regular	0.00	22.94	11890
001397	AT&T CALNET 3	01/20/2022	Regular	0.00	22.91	11891
VEN01199	AUTO-CHLOR SYSTEM OF NORTHERN	01/20/2022	Regular	0.00	67.43	11892
000068	BOB'S JANITORIAL	01/20/2022	Regular	0.00	148.86	11893
VEN01247	BORDIN SEMMER LLP	01/20/2022	Regular	0.00	3,620.50	11894
VEN01228	BPR CONSULTING GROUP	01/20/2022	Regular	0.00	9,615.00	11895
001665	BRUNO SABATIER	01/20/2022	Regular	0.00	60.00	11896
001864	BUSINESS DESIGN SERVICES -ROBERT	01/20/2022	Regular	0.00	517.54	11897
VEN01178	CALIFORNIA INTERGOVERNMENTAL R	01/20/2022	Regular	0.00	21,369.00	11898
001293	CDW GOVERNMENT	01/20/2022	Regular	0.00	15,006.02	11899
000548	COMPUTER LOGISTICS	01/20/2022	Regular	0.00	450.00	11900
000774	DEEP VALLEY SECURITY	01/20/2022	Regular	0.00	82.90	11901
000160	DEPT OF JUSTICE	01/20/2022	Regular	0.00	147.00	11902
001835	DIRK SLOOTEN	01/20/2022	Regular	0.00	60.00	11903
000004	EDWARD A ROBEY JR	01/20/2022	Regular	0.00	60.00	11904
000120	FED EX	01/20/2022	Regular	0.00	78.61	11905
VEN01239	FELIPE FERNANDEZ	01/20/2022	Regular	0.00	592.16	11906
VEN01120	FLOCK GROUP INC.	01/20/2022	Regular	0.00	50,480.00	11907
001732	GARY PRICE CONSULTING SERVICES	01/20/2022	Regular	0.00	1,350.00	11908
000797	GRANITE CONSTRUCTION	01/20/2022	Regular	0.00	458,449.53	11909
001939	JIM SCHOLZ	01/20/2022	Regular	0.00	60.00	11910
002274	JOHN R BENOIT	01/20/2022	Regular	0.00	4,847.67	11911
001775	JONES & MAYER	01/20/2022	Regular	0.00	27,727.41	11912
002276	JOSE L SIMON III	01/20/2022	Regular	0.00	60.00	11913
VEN01246	LAKE COUNTY TREE SERVICE	01/20/2022	Regular	0.00	15,000.00	11914
002280	LAW OFFICES OF P SCOTT BROWNE	01/20/2022	Regular	0.00	1,837.00	11915
VEN01240	MIDDLETOWN COPY & PRINT - JESSICA	01/20/2022	Regular	0.00	58.99	11916
VEN01191	NORTH BAY ANIMAL SERVICES	01/20/2022	Regular	0.00	5,733.00	11917
001392	OFFICE DEPOT	01/20/2022	Regular	0.00	470.09	11918
002270	OPENGOV, INC	01/20/2022	Regular	0.00	35,000.00	11919
001836	PAK N MAIL	01/20/2022	Regular	0.00	183.56	11920
001843	PG&E CFM	01/20/2022	Regular	0.00	5,355.07	11921
	Void	01/20/2022	Regular	0.00	0.00	11922
002355	RAINBOW AG	01/20/2022	Regular	0.00	891.87	11923
002031	REDWOOD COAST FUELS	01/20/2022	Regular	0.00	401.18	11924
000583	RUSSELL PERDOCK	01/20/2022	Regular	0.00	60.00	11925
001500	RYAN PETERSON	01/20/2022	Regular	0.00	150.00	11926
002273	STACEY MATTINA	01/20/2022	Regular	0.00	60.00	11927
002277	STANLEY A ARCHACKI	01/20/2022	Regular	0.00	60.00	11928
001432	SUN RIDGE SYSTEMS (RIMS)	01/20/2022	Regular	0.00	26,003.00	11929
VEN01238	THE GUMSHOE GROUP	01/20/2022	Regular	0.00	2,000.00	11930
VEN01243	UNION INSTITUTE & UNIVERSITY	01/20/2022	Regular	0.00	5,000.00	11931
001540	US BANK CORPORATE PMT. SYSTEM	01/20/2022	Regular	0.00	358.89	11932
002278	VICTORIA CAROL BRANDON	01/20/2022	Regular	0.00	60.00	11933

Check Register

Packet: APPKT01082

Section G, Item 6.

A

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01236	WATTCO EQUIPMENT, INC. - WATTCO	01/20/2022	Regular	0.00	2,192.40	11934

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	71	49	0.00	718,560.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	71	50	0.00	718,560.38

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2022	718,560.38
			718,560.38



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Approval of a Letter of Support for the Berryessa Snow Mountain Expansion Act	MEETING DATE: February 3, 2022
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve a letter of support for the Berryessa Snow Mountain Expansion Act.

BACKGROUND/DISCUSSION:

Congressman John Garamendi (D-CA03), former Deputy Secretary of the Interior during the Clinton Administration, introduced the "Berryessa Snow Mountain National Monument Expansion Act" (H.R.6366) with Congressman Mike Thompson (D-CA05) as the bill's original cosponsor. This legislation would expand the National Monument designated by President Obama in 2015 to include an adjacent federally owned land parcel in Lake County known as the "Walker Ridge" tract. Congressman Garamendi's bill also renames the entire ridgeline in Lake and Colusa Counties from "Walker Ridge" to "Condor Ridge ("Molok Luyuk" in the Patwin language), befitting the area's cultural significance to Native Americans like the federally recognized Yocha Dehe Wintun Nation.

Mayor Slooten has asked for the Council to consider the attached letter of support for the legislation.

OPTIONS:

1. Move to approve the letter of support and authorize Mayor Slooten to sign.
2. Other direction

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to approve the letter of support and authorize the Mayor to sign.

- ☒ **Attachments:** 1) Letter of Support



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
 (707) 994-8201 Fax (707) 995-2653
www.clearlake.ca.us

February 3, 2022

The Honorable John Garamendi
 United States House of Representatives
 Washington, DC. 20515

The Honorable Mike Thompson
 United States House of Representatives
 Washington, DC. 20515

Dear Representative Garamendi and Representative Thompson:

I am writing in support of the *Berryessa Snow Mountain National Monument Expansion Act*, H.R. 6366, which would add the Lake County portion of Walker Ridge, known as Molok Luyuk or Condor Ridge in Patwin, to Berryessa Snow Mountain National Monument. Ensuring that federally-recognize tribes can co-manage and steward the land with their federal partners and renaming it Molok Luyuk honors its cultural significance. The bill will protect this remarkable land from the industrial development that continues to threaten it and ensure the appropriate protection, restoration, and management of the area.

Condor Ridge, Molok Luyuk, is a remarkable ecological treasure commanding views of much of Northern California. The landscape supports many habitats including chaparral, grasslands, unique low-elevation forests of pine and cypress, oak woodlands, and unusual serpentine soils derived from ancient sea floor. Molok Luyuk is one of the most important areas of rare serpentine plant habitat in the state with a long list of documented species, including the beautiful blue Indian Valley brodiaea. It is also home to imperiled wildlife such as Bald and Golden Eagles, badger, and Peregrine Falcon among a long list of others. In addition, Molok Luyuk is a recognized wildlife migration pathway for a multitude of species, including Tule Elk, mountain lion, black bear, and bobcat. Molok Luyuk is steeped in thousands of years of rich history and is culturally significant to numerous Native American tribes. Proper management is necessary to preserve these unique lands and their resources while also ensuring continued recreation opportunities that provide an important boost to the local economy.

The addition of Condor Ridge, Molok Luyuk, to the Monument will preserve this irreplaceable biological and cultural hotspot and protect public enjoyment of the lands. We thank you for introducing the *Berryessa Snow Mountain National Monument Expansion Act* and look forward to working with you to protect the ecological and cultural treasures of Walker Ridge.

Sincerely,

Dirk Slooten
 Mayor
dslooten@clearlake.ca.us



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Award of Contract for the Burns Valley Development Project

MEETING DATE: February 3, 2022

SUBMITTED BY: Adeline Brown, Engineer Tech

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve a contract with Argonaut Constructors.

BACKGROUND/DISCUSSION:

The City advertised a Notice Inviting Bids for the Burns Valley Development Project on December 21, 2021. This project was advertised on the City website, advertised in the newspaper and sent to various Builders Exchange Plan rooms throughout the state. The City opened bids on January 27, 2022 from the following contractors:

- | | |
|----------------------------|----------------|
| 1. Argonaut Constructors | \$2,472,822.00 |
| 2. Granite Construction | \$2,547,930.00 |
| 3. Team Ghilotti | \$2,627,141.00 |
| 4. Maggiora & Ghilotti | \$3,397,387.00 |
| 5. Jason Abel Construction | \$3,272,618.25 |

OPTIONS:

1. Move to approve the contract with Argonaut Constructors in the amount of \$2,472,822.00
2. Other direction

FISCAL IMPACT:

☐ None ☒ \$2,472,822.00 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other: 240-Capital Projects

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Authorize City Manager to enter into a contract with Argonaut Constructors for the Burns Valley Development Project in the amount of \$2,472,822.00 and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.

☐ **Attachments:**



CITY OF CLEARLAKE

Successor Agency

STAFF REPORT

SUBJECT: Presentation and Consideration of Letter of Support for Lake APC's Pursuit of a RuralREN Program in Lake County	MEETING DATE: Feb. 3, 2022
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to receive a presentation regarding the RuralREN program and consider a letter of support.

BACKGROUND/ DISCUSSION:

Regional Energy networks (RENs) are a solution for delivering energy efficiency programs envisioned in the early 2010s by the California Public Utilities Commission (CPUC). RENs were created as an innovative framework for local governments to design and administer energy efficiency programs and report directly to the commission. The goal was for the regional energy networks to create energy efficiency programs that would serve customers not otherwise served by the investor-owned utility programs.

Lake Area Planning Council (APC) is partnering with the seven other members of the Rural Hard to Reach Working (RHTR) group, an alliance of California local governments and non-profits experienced in implementing energy efficiency programs to submit a business plan to the CPUC for a new REN, the Rural Regional Energy Network. This business plan will be submitted by February 15th, 2022 and will seek funding from January 1st 2023 to December 31st 2031. The RuralREN is a direct response to the unique issues and urgent needs of rural California energy customers and will address energy equity in our communities by providing programs for residents, businesses, and public agencies. Opportunities for community investment will include hands-on career training and placement, incentives for energy efficiency projects, and localized lending. The RuralREN will provide the resources our communities need to play an equitable role in California's transition to a clean energy economy.

Lake APC staff plans to implement five RuralREN programs as described below:

The Residential Equity Program:

This program will primarily target low to moderate income rural service workers and retirees since they often face a high energy cost burden. The program will first seek to increase energy efficiency awareness in our communities by conducting extensive education and outreach delivered through local government and community-based organizations. The program will also offer a basic energy efficiency "toolkits" containing simple energy efficiency and conservation education material as well as easy to install energy efficiency equipment such as LED lightbulbs and power strips. The toolkit will be provided at no cost to residents who sign up for a phone energy consultation online or at community events. Finally, the program will offer in person and virtual energy efficiency audits which will also include no cost energy efficiency equipment, provide actionable energy efficiency and electrification

project recommendations as well as guide customers towards qualified external incentives and financing solutions.

The Residential Resource Acquisition Program:

This program will offer Incentives for common home energy upgrades and GHG reducing technologies such as heat pumps. Energy efficiency measures will include a variety of “whole home” items like insulation, Heating Ventilation and Air Conditioning (HVAC), and plug loads/appliances. Financing will also be made available to enable customers to implement energy projects with no capital outlay. The RuralREN finance offering is described in the finance equity program section below.

Commercial Resource Acquisition Program:

This program will offer energy advisor services and financial incentives to small and medium sized businesses. Region specific outreach and energy audits will provide specific, actionable recommendations for improving the place of business to reduce energy consumption and will guide the customer toward available incentives and financing options offered by RuralREN, electric and gas utility companies, and third-party program implementers. Incentives will be offered for common energy upgrades and Greenhouse Gas (GHG) reducing technologies such as electric heat pumps. Energy efficiency measures will include a variety of items like controls, HVAC, and plug loads / appliances. Financing will also be made available to enable customers to implement energy projects with no capital outlay. Financing offerings are described in the Finance equity program section below.

Public Equity Program:

This program will offer a suite of technical assistance and expert services to public agencies in the Lake APC region to identify, develop, track, and implement energy savings projects in their buildings and facilities. This will help agencies on their path to meeting state mandates for GHG reduction and Zero Net Energy. In addition to providing much needed project services, this program will connect agencies to external incentives programs and financing offerings, increase awareness and expertise of public agency staff, increase regional collaboration amongst agencies, and help demonstrate local government leadership in energy efficiency and electrification within local communities. The program will also seek to integrate energy efficiency as part of the regular maintenance and equipment replacement process of each agency through the creation of infrastructure inventories that can be used as long-term project pipelines.

Workforce Education and Training Equity Program:

This Rural California Pathways to Climate Adaptive Careers program will provide energy efficiency training and upskilling to community members through hands-on training, career support and placement services. The program provides three training pathways to achieve these outcomes:

- 1) The Clean Energy Academy will bring free energy efficiency career training to underserved populations that include but aren't limited to veterans, 18- to 24-year-olds, previously incarcerated individuals, and individuals residing in low income or disadvantaged communities. This is a nationally recognized model, which provides certification training designed to meet the needs of the clean energy job market.
- 2) The climate careers employment and training pathway will target 15 to 22 years old's and train them to act as energy auditors as part of the residential equity program. This program will help participants develop energy management knowledge and techniques, professionalism, and time management skills while also providing benefits to the community at large.
- 3) The Connectivity pathway will seek connect graduates of the Clean Energy Academy and Climate Careers pathway and place them in programs that provide needed certifications to start working at a prevailing wage.

Codes and Standards Program:

This program will support code enforcement agencies as well as the building design and construction community to better understand and implement California's ambitious Building Energy Efficiency Standards (Title 24), helping make buildings more efficient, paving the way for zero net energy building stock, and reducing energy use and greenhouse gas emissions in our region. The program will provide building professionals with topic specific code

trainings as well as support and facilitate transition to new codes, in particular ZNE-Ready reach program will also seek Increase agency collaboration and cooperation regionally, improving consistency among jurisdictions and streamlining energy code processes building professionals. Finally, this program will include an Energy Codes Coach service, which will consist of on-demand technical assistance for public agencies or contractors to ask issue specific questions that arise as part of the permitting process.

Finance Equity Program:

RuralREN's Finance Program will address first cost and access to capital barriers that exist in Public, Small Business and Residential sectors in rural California by providing guidance and support to rural customers during their participation in energy efficiency related funding and financing offerings. This program will also operate a short-term bridge Loan offering for small businesses and local government agencies to cover energy efficiency project costs during construction in order to "bridge" the time gap between the time of approval for PG&Es On-Bill Financing (OBF) and the disbursement of the OBF funds occurring upon verification of the project installation by PG&E. This time gap can be many months, and in some cases a year or more. The "bridge" funding will allow cash strapped, small businesses and rural local government agencies to implement energy efficiency projects quicker and eliminates the added cost of contractor financing during construction (if contractor financing is even available). Finally, this program will also run a residential Loan offering which will offer zero percent interest medium term financing of energy efficiency upgrades for homeowners with a focus on appliance electrification. These loans will be focused in the \$1,000 to \$10,000 range, with loan terms of up to 36 months.

In order to implement these five programs Lake APC is making the following budget request as part of the strategic business plan application:

Year	Budget
2023	825,793
2024	1,539,589
2025	1,867,259
2026	1,992,439
2027	2,020,189
2028	n/a
2029	n/a
2030	n/a
2031	n/a

In addition to the yearly budget shown in the table above, Lake APC will also receive the services of consultants to be hired by the San Joaquin Valley Clean Energy Organization on behalf of all RuralREN partners to implement part of the residential equity as well as the workforce education and training program.

The next steps in this process are for the RuralREN to submit a motion to the California Public Utilities Commission by February 15th, 2022 to become a portfolio administrator, as well as for the RuralREN to submit a strategic business plan application. Once the motion and proposal are submitted each official parties to the CPUC energy efficiency proceeding will have the opportunity to make comments, request additional information, and reply comments, after which a CPUC administrative law judge will issue an official decision. If the business plan is approved Lake APC staff will then work with RuralREN partners to submit the detailed program participation guidelines, manuals, and implementation plans to the CPUC for final approval, in order to begin implementing programs on January 1st 2023.

OPTIONS:

1. Approve a Letter of Support for Lake APC's RuralREN proposal and authorize the Mayor to sign.
2. Provide Direction to Staff.

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☒ No

Section H, Item 10.

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments: No financial impact to the City.

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☒ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

- ☒ **Attachments:** 1. Draft Letter of Support



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653
www.clearlake.ca.us

February 3, 2022

President Reynolds
California Public Utilities Commission
505 Van Ness Ave
San Francisco, CA 94102

Re: Support for the Rural Regional Energy Network's (RuralREN) motion to become a portfolio administrator as well as for the 2024-2031 RuralREN Strategic Business Plan application.

Dear CPUC president Reynolds:

On behalf of the City of Clearlake and Lake County, I write to you to express my support for creation of the proposed Rural Regional Energy Network. These efforts are critical to helping us achieve deep energy savings in our region and accelerating an equitable transition to a green and resilient economy. Rural customers traditionally have had a higher energy cost-to-income ratio while having less access statewide to energy efficiency programs. Furthermore, California's rural regions can serve as proving grounds for innovative energy solutions. The RuralREN will help our region achieve significant energy efficiency benefits for those who need it most while also creating new career opportunities in clean energy within our community.

The RuralREN is composed of six member agencies that are cooperating regionally to create programs that will be locally customized to fit the needs of each community it serves. The Redwood Coast Energy Authority (RCEA) will partner with the Lake Area Planning Council (Lake APC) to serve eligible customers within Lake County. RCEA has successfully implemented energy services to rural public, commercial, and residential customers throughout Humboldt County since 2003, and working with Lake APC will be the perfect opportunity to reach customers in our region while building capacity for Lake APC to become a full partner in the RuralREN.

The creation of the RuralREN is important pathway for rural regions of California to support the ambitious state and national goals for transitioning to a green economy and equitably participate in its benefits. We recognize Lake APC as a trusted provider of services and through their partnership with RCEA they will provide essential services and capacity building to our region. Therefore, we would like to once again express our strong support for the RuralREN's motion to become a portfolio administrator as well as for the 2024-2031 RuralREN Strategic Business Plan application.

Sincerely,

Dirk Slooten
Mayor

Cc: Commissioner Rechtschaffen, Commissioner Shiroma, Commissioner Houck, Commissioner Reynolds.



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Confirm assessment(s) in the total amount of \$13,747.15 for City funded abatements, in accordance with Clearlake Municipal Code Chapter 10

MEETING DATE: 01/03/2022

SUBMITTED BY: Lee Lambert- Code Enforcement Supervisor

PURPOSE OF REPORT ☐ Information Only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

1. The City Council is being asked to Adopt Resolution No. 2022-08: Resolution of the City Council of the City of Clearlake confirming Special Assessment(s) for the abatement of real properties and approve lien(s) against real properties in accordance with Chapter 10 of the Clearlake Municipal Code

BACKGROUND/DISCUSSION: The purpose of this hearing is to consider and act upon any and all protest(s) of proposed assessment(s) for recovery of the costs of abatement(s) of real property. Upon due consideration of the evidence and testimony submitted by staff and the property owner(s), the Council may:

1. Grant the protest and revise the Resolution to remove the assessment(s); or
2. Deny the protest and confirm the assessment(s) as proposed; or
3. Modify (reduce) the amounts of assessment(s) and revise the Resolution to reflect the modified assessment(s).

The following is a summary identifying subject property(s), property owner(s) and the proposed assessment(s):

1. Location: 14236 Hale Street Clearlake, CA 95422 A.P.N.# 039-211-100
Owner: Roy, Robert A
Action(s): City funded abatement of real property. Dwelling remains boarded up.
Abatement Assessment: \$3,394.55
2. Location: 14238 Hale Street Clearlake, CA 95422 A.P.N.# 039-211-110
Owner: Roy, Robert A
Action(s): City funded abatement of real property.
Abatement Assessment: \$4,235.25
3. Location: 14242 Hale Street Clearlake, CA 95422 A.P.N.# 039-221-120
Owner: Ayesha, Inaam & Abdel
Action(s): City funded abatement of real property.
Abatement Assessment: \$1,283.56

4. Location: 14244 Hale Street Clearlake, CA 95422 A.P.N.# 039-221-130

Owner: Ayesh, Inaam & Abdel

Action(s): City funded abatement of real property.

Abatement Assessment: \$1,750.23
5. Location: 14246 Hale Street Clearlake, CA 95422 A.P.N.# 039-221-140

Owner: Maniscalco, Matthew

Action(s): City funded abatement of real property.

Abatement Assessment: \$12,055.00
6. Location: 3530 Buckeye Street Clearlake, CA 95422 A.P.N.# 039-171-360

Owner: Sunshine Properties LLC

Action(s): City funded abatement of real property.

Abatement Assessment: \$1,581.50

All abatement expenses, or portions thereof, which remain unpaid after confirmation of assessment by the City Council shall become a lien against the subject property to the City of Clearlake and may become a special assessment on the Tax Roll. The City of Clearlake shall be named in the lien document, as party to receive notice of any and all payoff demands and / or other notices relating to the liens.

- ☒ Property owners were advised of all violations which existed on their properties and given ample time to reach full voluntary compliance.
- ☒ Inspection and Abatement Warrants were issued by a judge of the Lake County Superior Court for each property. Said warrants were posted on each property for a minimum of 24 hours prior to execution and abatement.
- ☒ City employees completed all abatements without contracting with a private company.
- ☒ Property owners were issued an invoice for all abatement expenses due to the abatement of each said property. Property owners failed to submit payment.

OPTIONS:

Move to confirm all assessments as proposed and to read said Resolution by title only. A roll call vote shall follow the reading of said Resolution. Attached is the proposed Resolution confirming assessments, statement of expenses for the proposed assessments and supporting evidence.

FISCAL IMPACT:

☒ None ___ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: \$.

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other: .

Comments: Granting protests will result in a negative impact due to the City not being reimbursed for abatement expenses already incurred.

STRATEGIC PLAN IMPACT

- ☒ Goal #1: Make Clearlake a Visibly Cleaner City
- ☒ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4 Improve the Image of Clearlake
- ☒ Goal #5 Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

- 1. Move to Adopt Resolution No. 2022-08: Resolution of the City Council of the City of Clearlake confirming Special Assessment(s) for the abatement of real properties and approve lien(s) against real properties in accordance with Chapter 10 of the Clearlake Municipal Code

☒ **Attachments:** 1) Resolution # 2022-08

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE CONFIRMING SPECIAL ASSESSMENTS AND APPROVING LIENS AGAINST REAL PROPERTIES LOCATED AT 14236 HALE STREET, 14238 HALE STREET, 14242 HALE STREET, 14244 HALE STREET, 14246 HALE STREET AND 3520 BUCKEYE STREET FOR THE COSTS OF ABATEMENTS IN ACCORDANCE WITH CHAPTER 10 OF THE CLEARLAKE MUNICIPAL CODE

WHEREAS, the City of Clearlake has adopted Section(s) 10-1.6, 10-1.8, 10-2.1, 10-2.2 and 10-5.1-10-5.4 of the Clearlake Municipal Code establishing procedures for the abatement and recovery of costs of real property located within the City of Clearlake; and

WHEREAS, the City of Clearlake has complied with the procedure as set forth in said code(s); and

WHEREAS, the City Council has heard and acted on all protests at a Public Hearing held on February 03, 2022.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Clearlake that the assessments for abatement costs as set forth in Exhibit “A” are hereby declared special assessments and are hereby made a lien upon the described real properties pursuant to the Clearlake Municipal Code, Section(s) 10-1.6, 10-1.8, 10-2.1, 10-2.2 and Government Code, Section 39501 through 39588 inclusive and;

All abatement expenses, or portions thereof, which remain unpaid after confirmation of assessment by the City Council shall become a lien against the subject property to the City of Clearlake and may become a special assessment on the Tax Roll. The City of Clearlake shall be named in the lien document, as party to receive notice of any and all payoff demands and / or other notices relating to the liens.

BE IT FURTHER RESOLVED that the City Clerk of the City of Clearlake is hereby directed to deliver to the County Assessor, County Auditor, County Tax Collector and County Recorder the confirmed assessment to be entered on the County Tax Roll opposite the parcel of land.

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 3rd day of February 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Melissa Swanson - City Clerk

Dirk Slooten - Mayor

EXHIBIT A
STATEMENT OF EXPENSES

1. Location: 14236 Hale Street Clearlake, CA 95422 A.P.N.# 039-211-100
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