

ZONING CODE VERIFICATION CERTIFICATE APPLICATION FOR A CANNABIS BUSINESS

This application is for a Zoning Code Verification Certificate to operate a Cannabis Business. The certificate may be issued only for those establishments that meet the criteria specified in the Zoning Ordinance.

Please start by reviewing the San José Cannabis Business Application Process at www.sjpd.org/exo/dcr. Businesses that do not currently have a location in San José must complete Phase I of the application process prior to submitting this application. We recommend you also review the requirements outlined on pages 2-3 before applying.

For questions: Please email Martina Davis at Martina.Davis@sanjoseca.gov

Para información en español, comuníquese con un Planificador de la ciudad al **408-793-4100**.

Để được hỗ trợ, nói chuyện với Người lập kế hoạch thành phố tại **408-793-4305**.

FEES

Application fee: \$2,679

Your invoice for permit application fees will be generated after you submit your application. Methods of payment are outlined at www.sanjoseca.gov/PlanningApplications. Review of your submittal will not begin until fees are paid.

INSTRUCTIONS FOR APPLICATION PACKAGE

HOW TO SUBMIT - This application may be submitted by email, by postal mail, or dropped off in-person:

BY EMAIL: All documents must be saved as PDF files. Email the application package to: Martina.Davis@sanjoseca.gov

BY POSTAL MAIL - Certified mail is recommended. Mail the application package to:

Attn: Martina Davis
Planning Division
San José City Hall
200 E. Santa Clara Street, 3rd FL
San José, CA 95112

DROP OFF - Assemble the application package in an envelop and please address it as above. Drop the package to:

San José City Hall - Planning & Development Services Offices - 3rd Floor lobby
200 E. Santa Clara Street, San José, CA 95112
Park under City Hall Tower (entrance on 6th Street); bring your parking stub for validation on the 1st or 3rd floor.

WHAT TO SUBMIT - Please include the following in your application package:

- [ZONING CODE VERIFICATION CERTIFICATE APPLICATION FOR A CANNABIS BUSINESS](#) (this form, completed and signed)
- EVIDENCE, including but not limited to:
 - SCALED MAPS showing the proposed business conforms to Zoning Ordinance restrictions and conditions
 - BUILDING PERMITS
 - SANTA CLARA COUNTY ASSESSOR'S RECORDS
 - COPIES OF PRIOR OR CURRENT LEASES
 - BUSINESS LICENSES
 - BUSINESS RECEIPTS

The proposed cannabis business must conform to the restrictions and conditions listed below. Complete regulations are found in the Zoning Ordinance (Title 20 of the Municipal Code) at www.sanjoec.ca.gov/ZoningCode.

DEFINITIONS

- **Downtown** - The Downtown Growth Area is defined in the [Envision San José 2040 General Plan](#) and is designated on the [Planned Growth Area Diagram](#).
- **Urban Village Area** - The Urban Village Boundary Areas or Urban Village Planning Areas are defined in the [Envision San José 2040 General Plan](#) and are designated on the [Planned Growth Area Diagram](#).
- **Youth Center** - Any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

RESTRICTIONS & CONDITIONS - RETAIL STOREFRONTS AND/OR DISPENSARIES

A. Zoning Districts

Retail storefronts and/or dispensaries are allowed only in the following zoning districts:
 CP, CN, CG, CIC, TEC, UVC, UV, MUC, UR, TR, DC, DC-NT1, MSC, and MSG (except on residential street frontages).

B. Distance Requirements to Sensitive Uses

See Table A for minimum setbacks. Distance requirements are outlined in the Zoning Code, Chapter 20.80 Part 9.76.

Table A: Minimum Setbacks (in Feet)

	<i>Sensitive Uses</i>					<i>Other</i>
	Public/Private Preschool, Elementary School, Secondary School	Child Daycare Center, Youth Center	Park, Community Center, Recreation Center, Library	Substance Abuse Rehabilitation Center, Emergency Residential Center	Residential Use	Another Medical Cannabis Dispensary or Cannabis Retail Storefront
Downtown	1,000	600	-	-	-	500
Urban Village	1,000	1,000	-	500	-	1,000
Locations Outside of Downtown and Urban Villages	1,000	1,000	1,000	500	300	1,000

How Distances To Sensitive Uses Are Measured

- *Public or Private School, Child Daycare Center, Youth Center:* Measure a horizontal straight line from the property line of the sensitive use to the closest property line of the lot on which the cannabis retail storefront or dispensary is to be located.
- *Park, Community/Recreation Center, Library, Substance Abuse Rehabilitation Center, or Emergency Residential Shelter:* Measure a straight line as follows:
 - » If the cannabis dispensary or retail storefront is the sole occupant of a building: Measure a straight line from the parcel boundary of the sensitive use to the nearest exterior wall of the cannabis business building.
 - » If the cannabis dispensary or retail storefront is in a multi-tenant building with tenant spaces occupied by other uses: Measure a straight line from the parcel boundary of the sensitive use to the nearest exterior wall of the cannabis business tenant space.
- *Residential Use:* Measure from the nearest public entrance of the cannabis storefront or dispensary to the closest residential use following a path of travel. A path of travel includes a continuous, unobstructed way of pedestrian passage by means of which the use may be approached, entered, and exited, where open to the public.

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- *Distance to Another Cannabis Retail Storefront or Dispensary* - This includes locations with a valid Zoning Verification Certificate for a cannabis retail storefront or dispensary whether or not the retail storefront or dispensary is open:
 - » Measure from the nearest public entrance of the cannabis business to the closest residential use following path of travel. A path of travel is a continuous, unobstructed way of pedestrian passage by means of which the use may be approached, entered, and exited, where open to the public.

RESTRICTIONS & CONDITIONS - LOCATIONS FOR CULTIVATION, PROCESSING, DELIVERY-ONLY, DISTRIBUTION, MANUFACTURING (TYPE 6), AND TESTING

A. Zoning Districts

The following activities are restricted to the Zoning Districts as outlined in Table B:

Table B: Zoning Districts Allowing These Activities

Y = Yes it is Allowed

	<i>ZONING DISTRICTS</i>			
	CIC Combined Industrial/ Commercial	IP Industrial Park	LI Light Industrial	HI Heavy Industrial
Cultivation	Y	-	Y	Y
Processing	Y	-	Y	Y
Delivery-only	Y	Y	Y	-
Distribution	Y	Y	Y	-
Manufacturing (Type 6)	Y	Y	Y	Y
Testing	-	Y	-	-

B. Distance Requirements to Sensitive Uses

Distance requirements are outlined in the Zoning Code, Chapter 20.80 Part 9.76 and include:

- 600 feet from any preschool, elementary, or secondary (high) school, daycare center, youth center, community/recreational facility, park, library
- 150 feet from any parcel containing a residential use (unless the residential use is incidental to a primary non-residential use, such as a manager’s residence at a mini-storage facility)

How Distances To Sensitive Uses Are Measured

- If the cannabis business is the sole occupant of the building: Measure the distance as a straight line from the Parcel boundary of the sensitive use to the nearest exterior wall of the Cannabis Business’ Building envelope.
- If the cannabis business is within a multi-tenant building: Measure the distance as a straight line from the Parcel boundary of the sensitive use to the nearest exterior wall of the Cannabis business’ occupied tenant space in the shared Building.

Staff will assign **FILE #**

[Empty box for file number]

APPLICATION FORM

This is a computer-fillable PDF form. Follow instructions for [Digital Forms & Signatures](#).

TYPE OF BUSINESS CHECK ONE

- Cannabis Manufacturing (Type 6) Business
- Cannabis Distribution Business
- Cannabis Testing Business
- Cannabis Cultivation Site (existing registered business only)
- Cannabis Retail Storefront/Dispensary Site (existing registered business only)
- Cannabis Delivery-Only Location (existing registered business or equity applicant)

PROPERTY INFORMATION

ASSESSOR'S PARCEL NUMBER:

Separate multiple numbers with a comma

PROJECT ADDRESS/ES:

CONTACT INFORMATION

APPLICANT NAME:

NAME OF FIRM IF APPLICABLE:

APPLICANT MAILING ADDRESS:

APPLICANT PHONE:

APPLICANT EMAIL:

APPLICANT REPRESENTATIVE'S NAME IF ANY:

REPRESENTATIVE'S MAILING ADDRESS:

REPRESENTATIVE'S PHONE:

REPRESENTATIVE'S EMAIL:

CONTINUED>

OFFICE USE ONLY

INTAKE DATE:

BY:

PAID: \$

COMMENT:

5. AFFIDAVIT OF OWNERSHIP

THE UNDERSIGNED HEREBY DECLARE THAT THE FOLLOWING IS TRUE AND CORRECT, AND THAT THEY UNDERSTAND THAT THE FOLLOWING APPLIES TO THEIR PROJECT:

- 1. **Owners.** The undersigned are all the owners of all the property described in this application.
- 2. **Wastewater Treatment Capacity.** San José Municipal Code, Chapter 15.12, Part 2.75 requires that an applicant acknowledge the effect of land development approvals on wastewater treatment capacity at the time of application. I hereby acknowledge the requirements of the Municipal Code, as stated herewith, and understand that these requirements will apply to the development permit for which I am applying:

No vested right to a building permit shall accrue as the result of the granting of any land development approvals and applications when and if the City Manager makes a determination that the cumulative sewage treatment demand on San José-Santa Clara Regional Wastewater Facility (RWF) represented by approved land uses in the RWF service area will cause the total sewage treatment demand to meet or exceed the capacity of the RWF to treat such sewage adequately and within the discharge standards imposed on the City by the Regional Water Quality Control Board for the San Francisco Bay Region.

SIGNATURE of Property Owner, Qualified Tenant, or acceptable signatory per [SJMC Section 20.100.110](#) DATE: [MM/DD/YYYY]

PRINT NAME: _____

TITLE IF APPLICABLE: _____

FIRM NAME IF APPLICABLE: _____

EMAIL: _____ PHONE: _____

MAILING ADDRESS: _____

A [Digital ID Signature](#) is required. Follow instructions for [Digital Forms & Signatures](#).

By signing this application, you acknowledge that you are the property owner, the legally authorized agent of the property owner, a qualified tenant, or other signatory as allowed by [San José Municipal Code Section 20.100.110](#).

For signatures by multiple property owners, use the [AFFIDAVIT OF OWNERSHIP-MULTIPLE OWNERS FORM](#).

INDEMNIFICATION AGREEMENT

Applicant submitted an application to the City of San José Planning Division on (enter date): _____
for the following verification/s: _____
_____ (the "Project").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby expressly agrees in connection with the processing of Applicant's Project application(s) to each and every one of the following terms and conditions:

1. Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of San José ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:
 - a. Any approvals issued in connection with any of the above described applications by City; and/or
 - b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council.
 Applicant's indemnification includes, but is not limited to, damages, fees and/or costs awarded against or incurred by City, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding, whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.
2. Applicant agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. Applicant agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of,

- or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding, and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.
4. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
 - a. The counsel to so defend City; and
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements, which approval shall not be unreasonably withheld.
5. City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If City chooses to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.
6. Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

APPLICANT SIGNATURE

DATE [MM/DD/YYYY]

PRINT NAME

TITLE, IF ANY

A [Digital ID Signature](#) is required. Follow instructions for [Digital Forms & Signatures](#).

By signing this application, you acknowledge that you are the property owner, the legally authorized agent of the property owner, a qualified tenant, or other signatory as allowed by [San José Municipal Code Section 20.100.110](#).