



# City of Santa Barbara California

## STAFF HEARING OFFICER STAFF REPORT

**REPORT DATE:** April 8, 2015  
**AGENDA DATE:** April 15, 2015  
**PROJECT ADDRESS:** 3617 State Street (MST2014-00438)  
 "Santa Barbara Patients Collective and Healing Center"  
**TO:** Susan Reardon, Senior Planner, Staff Hearing Officer  
**FROM:** Planning Division, (805) 564-5470  
 Allison De Busk, Project Planner  
 Tony Boughman, Assistant Planner *TB*

### I. PROJECT DESCRIPTION

The project consists of a proposal for a Medical Marijuana Storefront Collective Dispensary Permit. The dispensary would be located in an existing tenant space in Ontare Plaza. Interior improvements are proposed.

### II. REQUIRED APPLICATIONS

The discretionary applications required for this project is a Medical Marijuana Storefront Collective Dispensary Permit (SBMC §28.80.030).

**APPLICATION DEEMED COMPLETE:** February 25, 2015  
**DATE ACTION REQUIRED:** April 24, 2015

### III. RECOMMENDATION

If approved as proposed, the project would conform to the City's Zoning Ordinance. Therefore, staff recommends that the Staff Hearing Officer approve the project, making the findings outlined in Section VII of this report, and subject to the conditions of approval in Exhibit A.



Vicinity Map 3617 State Street

**IV. SITE INFORMATION**

<b>Applicant:</b>	Joseph Allen		
<b>Property Owner:</b>	Richard G. Doolittle		
<b>Site Information</b>			
<b>Parcel Number:</b>	051-051-005	<b>Lot Area:</b>	6,376 sq. ft.
<b>General Plan:</b>	Commercial/Medium High Density Residential	<b>Zoning:</b>	C-P/SD-2
<b>Existing Use:</b>	Vacant tenant space in Ontare Plaza	<b>Topography:</b>	Flat
<b>Adjacent Land Uses</b>			
<b>North</b> - Commercial		<b>East</b> - Commercial	
<b>South</b> - Single-Family Residential		<b>West</b> - Commercial	

V. **ZONING ORDINANCE CONSISTENCY**

Medical Cannabis Dispensaries are governed by Chapter 28.80 of the Santa Barbara Municipal Code (SBMC). The following discussion provides an analysis of the project's consistency with applicable sections of that Chapter.

A. STOREFRONT COLLECTIVE DISPENSARY LIMITATIONS

The proposed dispensary complies with the location limitations in SBMC §28.80.050. The parcel is commercially zoned and located in the allowed 3400 to 3900 blocks of State Street. The tenant space in the Ontare Plaza shopping center affords good public views without obstructions from the front parking lot and State Street. There are no other Storefront Collective Dispensaries in the City. Therefore, the location is not within 1,000 feet of another dispensary, it would be the only dispensary in the outer State Street area, and it would not result in more than three permitted dispensaries in the City.

B. ISSUANCE CRITERIA

The Zoning Ordinance requires that the Staff Hearing Officer consider the following issuance criteria in determining whether to grant or deny a Storefront Collective Dispensary permit (SBMC §28.80.070.B):

*1. That the Collective Dispensary permit and the operation of the proposed Dispensary will be consistent with the intent of the Compassionate Use Act of 1996 and the SB 420 Statutes for providing medical marijuana to qualified patients and primary caregivers, and with the provisions of this Chapter and the Municipal Code, including the application submittal and operating requirements herein.*

The applicant submitted "Articles of Association of the Santa Barbara Patients Collective and Healing Center" signed by the management members and stating that the Collective will operate the dispensary consistent with the Compassionate Use Act of 1996 (Proposition 215) and Senate Bill 420 (Exhibit B). The operations plan, security plans, and signed affidavits indicate compliance with the dispensary ordinance and Municipal Code.

*2. That the proposed location of the Storefront Collective Dispensary is not identified by the City Chief of Police as an area of increased or high crime activity.*

The location is not identified by the City Police Department as an area of increased or high crime activity.

*3. For those applicants who have operated other Storefront Collective Dispensaries within the City, that there have not been significant numbers of calls for police service, crimes or arrests in the area of the applicant's former location.*

The applicant has not operated any other Storefront Collective Dispensaries in the City.

*4. That issuance of a Collective Dispensary permit for the Collective Dispensary size requested is appropriate to meet needs of the community for access to medical marijuana.*

The proposal involves an interior tenant improvement in the existing 1,350 square foot tenant space. The proposed size is appropriate to safely and efficiently operate a dispensary to meet the needs of the community.

*5. That issuance of the Collective Dispensary permit would serve needs of City residents within a proximity to this location.*

The dispensary would be located in the Upper State neighborhood and centrally located among the Hope, San Roque, East San Roque, Hitchcock, and Samarkand neighborhoods. The location on the major State Street thoroughfare would provide easy access to residents in all areas of the City. Bus stops for three Metropolitan Transit District (MTD) lines are located along State Street, including at the corner of State Street and Ontare Road within one block of the proposed location.

*6. That the location is not prohibited by the provisions of this Chapter or any local or state law, statute, rule, or regulation, and no significant nuisance issues or problems are likely or anticipated, and that compliance with other applicable requirements of the City's Zoning Ordinance will be accomplished.*

The proposed location is not prohibited, and it complies with the location limitations in SBMC §28.80.050. The parcel is commercially zoned and located in the area of outer State Street where dispensaries are allowed. The tenant space in the Ontare Plaza shopping center has a glass storefront with good public visibility and no significant nuisance issues or problems are likely or anticipated with regard to this location.

*7. That the Dispensary's Operations Plan, its site plan, its floor plan, the proposed hours of operation, and a security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements section. These features may include, but are not limited to, security on-site; procedure for allowing entry; openness to surveillance and control of the premises; the perimeter, and surrounding properties; reduction of opportunities for congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.*

A full time security guard would be present from 30 minutes before opening to 30 minutes after closing. The applicant has provided a detailed operations plan, floor plan, and security plan (Exhibits C & E). The proposed floor plan has a lobby waiting area in the front separated from the dispensing area by a locked door controlled by the security guard. No furnishings are provided outside the building. The large storefront windows allow good visibility to the inside and outside. Adequate lighting and security cameras would be installed as shown on the security plan. A registered alarm system is required for the premises.

*8. That all reasonable measures have been incorporated into the Dispensary security plan or consistently taken to successfully control the establishment's patrons' conduct resulting in*

*disturbances, vandalism, crowd control inside or outside the premises, traffic control problems, marijuana use in public, or creation of a public or private nuisance, or interference of the operation of another business.*

On duty staff would verify collective members have a valid physician's recommendation and the dispensary is limited to collective members who must complete and sign a Patient Agreement Form (Exhibit D). This form includes items regarding courteous behavior, not littering or loitering, being respectful to neighboring businesses and residences, and not medicating in or around the premises. Signs would be provided within the dispensary to remind patrons that marijuana use in the vicinity of the dispensary is not allowed. The security guard on duty, would be responsible for reminding collective members of conduct and deportment expected, and responding to any disorderly conduct. Patients' memberships may be revoked at any time by the collective.

*9. That the Storefront Collective Dispensary is likely to have no potentially adverse effect on the health, peace, or safety of persons living or working in the surrounding area, overly burden a specific neighborhood, or contribute to a public nuisance, and that the Dispensary will generally not result in repeated nuisance activities including disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passerby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct, or police detentions or arrests.*

The proposed measures for security and operations should avoid nuisance behavior and adverse effects on health, peace, and safety of persons in the surrounding area. Adequate lighting and security cameras would be installed on the rear of the building adjacent to the Hitchcock residential neighborhood. The security lighting is designed to enhance security at the rear of the building while preventing light trespass beyond the property lines of the shopping center. The security guard's duties would include reminding all collective members of the conduct and deportment expectations. The security guard and management members will take all reasonable steps to discourage and correct conditions that constitute a public or private nuisance. The patient agreement form states that once patients receive their medicine they must leave the premises. Hours of operation would be limited to 8 AM to 6 PM. Monday through Saturday. Therefore, the dispensary operation is not likely to have adverse effects on the health, peace, or safety of persons living or working in the surrounding area; overly burden a specific neighborhood; or contribute to a public nuisance.

*10. That any provision of the Municipal Code or condition imposed by a City-issued permit, or any provision of any other local or state law, regulation, or order, or any condition imposed by permits issued in compliance with those laws, will not be violated.*

No violations of municipal code provisions, conditions of any City-issued permits, or any other local or state law, regulation or order, or any condition imposed by permits issued in compliance with any local or state law have been identified. The Staff Hearing Officer has the authority to suspend or revoke the Storefront Collective Dispensary Permit pursuant to SBMC Section 28.80.120 if it appears to that Officer that the Dispensary permittee has violated any of

the requirements of Chapter 28.80, or the dispensary is being operated in a manner which violates the operational requirements or operational plan required by the Dispensary Ordinance, or it is operated in a manner which conflicts with state law.

*11. That the Applicant has not made a false statement of material fact or has omitted to state a material fact in the application for a permit.*

All management members signed statements that all information in the application is true. Staff has not discovered any false statements or omissions of material facts in the application materials.

*12. That the Applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices with respect to the operation of another business within the City.*

The applicant, management members, and employees passed the required background check. The applicant states in his application that he has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices with respect to the operation of another business within the City.

## **VI. ENVIRONMENTAL REVIEW**

Staff has determined that the project qualifies for a Categorical Exemption from further environmental review under Section 15301(a) (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines. The project involves an interior tenant improvement in an existing shopping center.

## **VII. FINDINGS**

The Staff Hearing Officer finds the following:

### **STOREFRONT COLLECTIVE DISPENSARY PERMIT (SBMC §28.80.070)**

The application complies with the location criteria of SBMC §28.80.050, as outlined in Section V.A of the staff report, and with the criteria for issuance of a Storefront Collective Dispensary permit set forth in SBMC §28.80.070.B, as explained in Section V.B of the Staff Report and the applicant's submittal.

Exhibits:

- A. Conditions of Approval
- B. Applicant's Articles of Association for the Collective
- C. Applicant's Operations Plan
- D. Applicant's Patient Agreement Form
- E. Project Plans – distributed separately

**STAFF HEARING OFFICER PRELIMINARY CONDITIONS OF APPROVAL**

3617 STATE STREET  
STOREFRONT COLLECTIVE DISPENSARY PERMIT  
APRIL 15, 2015

In consideration of the project approval granted by the Staff Hearing Officer and for the benefit of the owner(s) of the Real Property, the owners and occupants of adjacent real property and the public generally, the following terms and conditions are imposed on the use, possession, and enjoyment of the Real Property:

- A. **Approved Dispensary.** The applicant shall operate the dispensary in accordance with the Chapter 28.80 of the Santa Barbara Municipal Code, and in accordance with the application information and plans approved by the Staff Hearing Officer on April 15, 2015.
- B. **Order of Development.** In order to accomplish the proposed development, the following steps shall occur in the order identified:
1. Record any required documents (see Recorded Conditions Agreement section).
  2. Permits.
    - a. Submit an application for and obtain a Building Permit (BLD) for construction of approved development and complete said development.
    - b. If applicable, submit an application for and obtain a Public Works Permit (PBW) for all required public improvements and complete said improvements.
    - c. Submit an application for and obtain an alarm system permit. Said alarm system shall be installed and registered per Municipal Code Chapter 9.100 and shall meet the requirements of the Santa Barbara Police Department.

Details on implementation of these steps are provided throughout the conditions of approval.

- C. **Recorded Conditions Agreement.** The Owner shall execute a *written instrument*, which shall be prepared by Planning staff, reviewed as to form and content by the City Attorney, Community Development Director and Public Works Director, recorded in the Office of the County Recorder, and shall include the following:
1. **Approved Development.** The development of the Real Property approved by the Staff Hearing Officer on April 15, 2015 is limited to the improvements shown on the plans signed by the Staff Hearing Officer on said date and on file at the City of Santa Barbara. The improvements consist of an interior tenant improvement and exterior security lighting and cameras.
  2. **Uninterrupted Water Flow.** The Owner shall allow for the continuation of any historic flow of water onto the Real Property including, but not limited to, swales, natural watercourses, conduits and any access road, as appropriate.
  3. **Trash Enclosure Provision.** A trash enclosure with adequate area for recycling containers (an area that allows for a minimum of 50 percent of the total capacity for

recycling containers) shall be provided on the Real Property and screened from view from surrounding properties and the street.

D. **Requirements Prior to Permit Issuance.** The Owner shall submit the following, or evidence of completion of the following, for review and approval by the Department listed below prior to the issuance of any permit for the project. Some of these conditions may be waived for demolition or rough grading permits, at the discretion of the department listed. Please note that these conditions are in addition to the standard submittal requirements for each department.

1. **Community Development Department.**

a. **Recordation of Agreements.** The Owner shall provide evidence of recordation of the written instrument that includes all of the Recorded Conditions identified in condition C "Recorded Conditions Agreement" to the Community Development Department prior to issuance of any building permits.

b. **Conditions on Plans/Signatures.** The final Resolution shall be provided on a full size drawing sheet as part of the drawing sets. A statement shall also be placed on the sheet as follows: The undersigned have read and understand the required conditions, and agree to abide by any and all conditions which are their usual and customary responsibility to perform, and which are within their authority to perform.

Signed:

_____		_____
Property Owner		Date
_____		_____
Contractor	Date	License No.
_____		_____
Architect	Date	License No.
_____		_____
Engineer	Date	License No.

E. **Construction Implementation Requirements.** All of these construction requirements shall be carried out in the field by the Owner and/or Contractor for the duration of the project construction, including demolition and grading.

1. **Construction Contact Sign.** Immediately after Building permit issuance, signage shall be posted at the points of entry to the site that list the contractor(s) name, contractor(s) telephone number(s), and construction-related conditions, to assist Building Inspectors and Police Officers in the enforcement of the conditions of approval. The font size shall be a minimum of 0.5 inches in height. Said sign shall not exceed six feet in height from the ground if it is free-standing or placed on a

fence. It shall not exceed 24 square feet if in a multi-family or commercial zone or six square feet if in a single family zone.

2. **Construction Storage/Staging.** Construction vehicle/ equipment/ materials storage and staging shall be done on-site. No parking or storage shall be permitted within the public right-of-way, unless specifically permitted by the Public Works Director with a Public Works permit.

F. **Prior to Certificate of Occupancy.** Prior to issuance of the Certificate of Occupancy, the Owner of the Real Property shall complete the following:

1. **Alarm System.** Register and install an alarm system per the requirements in SBMC Chapter 9.100.
2. **Repair Damaged Public Improvements.** Repair any public improvements (curbs, gutters, sidewalks, roadways, etc.) or property damaged by construction subject to the review and approval of the Public Works Department per SBMC §22.60.

G. **General Conditions.**

1. **Compliance with Requirements.** All requirements of the city of Santa Barbara and any other applicable requirements of any law or agency of the State and/or any government entity or District shall be met. This includes, but is not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.), the 1979 Air Quality Attainment Plan, and the California Code of Regulations.
2. **Approval Limitations.**
  - a. The conditions of this approval supersede all conflicting notations, specifications, dimensions, and the like which may be shown on submitted plans.
  - b. All buildings, roadways, parking areas and other features shall be located substantially as shown on the plans approved by the Staff Hearing Officer.
  - c. Any deviations from the project description, approved plans or conditions must be reviewed and approved by the City, in accordance with the Planning Commission Guidelines. Deviations may require changes to the permit and/or further environmental review. Deviations without the above-described approval will constitute a violation of permit approval.

H. **Litigation Indemnification Agreement.** In the event the Staff Hearing Officer's approval of the permit is appealed to the City Council, Applicant/Owner hereby agrees to defend the City, its officers, employees, agents, consultants and independent contractors ("City's Agents") from any third party legal challenge to the City Council's denial of the appeal and approval of the Project, including, but not limited to, challenges filed pursuant to the California Environmental Quality Act (collectively "Claims"). Applicant/Owner further agrees to indemnify and hold harmless the City and the City's Agents from any award of attorney fees or court costs made in connection with any Claim.

Applicant/Owner shall execute a written agreement, in a form approved by the City Attorney, evidencing the foregoing commitments of defense and indemnification within thirty (30) days of the City Council denial of the appeal and approval of the Project. These commitments of defense and indemnification are material conditions of the approval of the Project. If Applicant/Owner fails to execute the required defense and indemnification agreement within the time allotted, the Project approval shall become null and void absent subsequent acceptance of the agreement by the City, which acceptance shall be within the City's sole and absolute discretion. Nothing contained in this condition shall prevent the City or the City's Agents from independently defending any Claim. If the City or the City's Agents decide to independently defend a Claim, the City and the City's Agents shall bear their own attorney fees, expenses, and costs of that independent defense.

**NOTICE OF STOREFRONT COLLECTIVE DISPENSARY PERMIT APPROVAL TIME LIMITS:**

The Staff Hearing Officer action approving the Storefront Collective Dispensary Permit shall terminate two (2) years from the date of the approval, per Santa Barbara Municipal Code §28.87.360, unless:

1. An extension is granted by the Community Development Director prior to the expiration of the approval; or
2. A Building permit for the use authorized by the approval is issued and the construction authorized by the permit is being diligently pursued to completion and issuance of a Certificate of Occupancy.

**ARTICLES OF ASSOCIATION  
OF THE  
SANTA BARBARA PATIENTS COLLECTIVE  
AND HEALING CENTER**

BE IT KNOWN that on this day the undersigned do hereby associate themselves for the purpose of forming an unincorporated association to be known as "Santa Barbara Patients Collective and Healing Center" and agree as follows:

I. **Association:** The Collective is formed under the common law of associations and shall be governed by the laws of the State of California. The duration of the Collective shall be perpetual unless sooner dissolved as provided herein. The admission and termination of associates shall not result in the dissolution of the Collective.

II. **Purpose:** The purpose of the Collective shall be to facilitate the self-managed labor efforts of its associates in cultivating medicinal cannabis and distributing it among themselves for medical purposes pursuant to California Health and Safety Code ("HSC") 11362.775 and all related provisions of the Compassionate Use Act and the Medical Marijuana Program Act, as amended. The Collective is organized and shall be operated exclusively on a nonprofit and cooperative basis.

III. **Powers:** The Collective shall have all the powers, rights and privileges available to unincorporated associations under the laws of the State of California, including the power to do everything necessary and convenient for the accomplishment of its purpose and to do other things that are incidental to or connected with such purpose.

IV. **Limitations:** The Collective shall function exclusively as an agent or instrumentality of its associates, and shall at all times conform to the letter and spirit of HSC 11362.5 et seq., and all related provisions of the Compassionate Use Act and the Medical Marijuana Program Act. Land to be procured and used by the Collective for cultivation shall be held in the name of a trustee for the benefit of associates of the Collective. Land leased for the use and benefit of the Collective shall be leased and held in the name of a nominee. The Collective shall not discriminate against any person on any arbitrary basis.

V. **Labor policies:** Unless otherwise necessitated by operational exigencies, the labor needs of the Collective shall be met exclusively by associates, except that the Collective shall endeavor to secure the services of one or more nurses to administer the medical aspects of the Collective's operations. Associates shall contribute their labor which shall be compensated only through patronage dividends in accordance with these Articles. The Collective may from time to time employ specialists who are not members, as for example, plumbers, electricians, carpenters, architects, or security personnel.

VI. **Admission:** Admission as an associate shall be voluntary and open to any individual who is a qualified patient or person with a valid identification card within the meaning of HSC 11362.7, resides within the service area of the Collective, and is approved for admission. Such

approval shall be contingent upon the applicant submitting required information and paying or agreeing to pay all capital assessments which shall at the time be required of associates generally. By accepting associate status, he or she shall thereby agree to abide by these Articles and by the means established for amending them, and to share equally in the benefits and risks of the activities of the Collective. An associate may be represented for any and all purposes by his or her designated primary caregiver within the meaning of HSC 11362.7(d). Associate status and rights and interests of associates shall be nontransferable.

**VII. Termination:** Associate status may be terminated voluntarily by an associate at any time upon notice to the Collective. Associate status may be terminated involuntarily by action of associates for failure to meet eligibility requirements or for other sufficient cause after the associate is accorded a reasonable opportunity to respond to the charges in person or in writing. On termination of associate status, all rights and interests in the Collective shall cease except as to return of capital assessments and deferred patronage dividends in accordance with these Articles. All associates acknowledge that the Collective is a 'closed collective' in that all medical cannabis grown, cultivated, or distributed within the Collective is the property of the members and associates exclusively, and is not to be transferred, sold, distributed, or diverted to any person not a member or associate in good standing of the Collective. The Collective may be divided into closed and limited sub-groups of members and associates, consisting of not more than 200 persons each, for ease of administration, for management of controlled legal cultivation, and to facilitate enforcement of the restrictions of the 'closed collective' form of organization.

**VIII. Governance:** The organizational and operational affairs of the Collective shall be collectively self-managed by associates. Limited powers of governance may be delegated by action of associates to a steering committee composed exclusively of associates. Rules not inconsistent with these Articles may be adopted by action of associates. The Collective shall at all times be governed in a democratic and participatory manner.

**IX. Decision making:** Action of associates shall be by duly called and convened meetings. Meetings may be convened only upon fair notice of the time and place of the meeting and of significant agenda items to those entitled to participate and a reasonable quorum requirement which shall not be less than twenty percent of associates in the case of meetings of associates and three members in the case of steering committee meetings. The Collective shall either make decisions by consensus (which may include a reversion to voting in case of a deadlock) or shall endeavor to be attentive to and to resolve dissenting views on issues requiring resolution. Action by consensus shall be inclusive of a vote in any required percentage.

**X. Functionaries:** The functionaries of the Collective shall consist of Coordinator, Bursar, and Clerk. Functionaries shall be associates and shall be selected by action of associates. Unless otherwise determined by action of associates, the duties of functionaries shall be the following: (a) the Coordinator shall be responsible for coordinating the activities of the Collective and having custody of its funds; (b) the Bursar shall be responsible for maintaining financial records, preparing financial reports, and filing any required returns or reports; and (c) the Clerk shall be responsible for issuing required notices, facilitating meetings, and preparing minutes. Functionaries shall serve for a term of five years or until their successors are selected.

Functionaries may be removed and replaced by action of associates whenever the best interests of the Collective would thereby be served.

**XI. Capital assessments.** To provide for the reasonable capital needs of the Collective, associates may be required by action of associates to pay capital assessments. Capital assessments shall be credited on the books of the Collective to capital accounts in the name of contributing associates. Proceeds of capital assessments shall be segregated and earmarked to acquire capital assets or to pay liabilities incurred to acquire capital assets.

**XII. Patronage dividends:** The realized net margins for each year, to the extent attributable to the patronage of associates, shall be allocated and distributed among associates in such a manner as to constitute patronage dividends under common law principles. Seventy percent of such net margins, but not to exceed a fair and reasonable remuneration for the contributed labor of associates, shall be allocated among associates in proportion to their hours of contributed labor which may be weighted in any reasonable manner by action of associates. The remainder of such net margins shall be allocated among associates in proportion to their purchases from the Collective. The Collective may make periodic advances against patronage dividends in amounts that are reasonably expected to be available for distribution as patronage dividends. A portion of patronage dividends may be retained for the reasonable capital needs of the Collective.

**XIII. Redemption of capital:** Capital assessments shall be redeemed upon voluntary termination of associate status as soon as replacement capital has been secured from other associates or other sources. Retained patronage dividends shall be redeemed when determined by action of associates to be no longer needed for capital purposes. Capital assessments and retained patronage dividends shall be redeemed as soon as practicable upon involuntary termination of associate status and upon the death of the associate, and may be redeemed under other compelling circumstances. They shall be redeemed at no more than their carrying value on the books of the Collective and shall be subject at all times to being offset by amounts otherwise due and payable to the Collective.

**XIV. Dissolution:** Voluntary dissolution of the Collective shall require action of associates by a two-thirds majority of those voting. On approval of dissolution, the assets of the Collective shall be distributed in the following manner and order: (a) by paying or making provision for payment of all liabilities and expenses of liquidation; (b) by redeeming any outstanding retained patronage dividends which, if they cannot be paid in full, shall be paid in the order of the oldest outstanding amounts and on a pro rata basis among such amounts; (c) by redeeming any outstanding capital assessments which, if they cannot be paid in full, shall be paid on a pro rata basis among all outstanding amounts; and (d) by distributing any remaining assets to one or more nonprofit or cooperative organizations that best further the purpose of the Collective.

**XV. Severability:** In the event that any provision of these Articles is determined to be invalid or unenforceable under any statute or rule of law, then such provision shall be deemed inoperative to such extent and modified to conform with such statute or rule of law without affecting the validity or enforceability of any other provision of these Articles.

XVI. **Amendment:** These Articles may be amended only by action of associates by a two-thirds majority of those voting on the issue.

XVII. **Agent for Service of Process:** Until otherwise determined by the Steering Committee, and recorded with the Secretary of State, the Initial Agent for Service of Process shall be:

Joseph D. Allen  
Attorney at Law  
131 E. Anapamu St. Suite A  
Santa Barbara CA 93101  
Tel: 805-892-2480  
Fax: 805-892-2470

IN WITNESS WHEREOF, the undersigned, being at least three persons eligible to become associates, have set their hands in Santa Barbara, California this June 25, 2014.

Initial Organizing Associates:

  
\_\_\_\_\_  
JOSEPH D. ALLEN

  
\_\_\_\_\_  
MATTHEW ARMOR

  
\_\_\_\_\_  
GREG MCGEE Jr.

**Medical Marijuana Storefront Collective**

**Dispensary Permit Application**

**(Revised, Corrected and Expanded – January 11th)**

***Santa Barbara Patients Collective and Healing Center***

**LOCATION AND OPERATIONAL REQUIREMENTS**

**Section 28.80.050 Limitations on the Permitted Location of a Storefront Collective Dispensary.**

**SBMC §28.80.050.A. Permissible Zoning for Storefront Collective Dispensaries.** Storefront Collectives Dispensaries may only be permitted and located on parcels within the City which are zoned for commercial uses and on those street block faces listed in the exhibit to this Chapter designated as “Medical Marijuana Storefront Collectives Dispensaries - Allowed Locations” dated as of June 22, 2010.

*Pursuant to Section 28.80.050 of the City Zoning Code, Santa Barbara Patients Collective and Healing Center, located at 3617 State St.; is in a permissible block face area designated as “Medical Marijuana Storefront Collectives Dispensaries - Allowed Locations.” Attached is a map highlighting our location within a permissible zone for a medical marijuana dispensary (Exhibit A).*

**SBMC §28.80.050.B. Storefront Locations.** Except for those locations shown as allowed within the West Pueblo Medical Area on the exhibit attached to this Chapter which have been specifically approved by the Staff Hearing Officer as non-storefront locations pursuant to this Chapter, a Storefront Collective Dispensary shall only be located in a visible store-front type ground-floor location which provides good public views of the Dispensary entrance, its windows, and the entrance to the Storefront Collective Dispensary premises from a public street.

*SBPCHC has a visible storefront location with the entrance facing State Street. The street front entry has no obstructions to facilitate visibility from the street. As a result, there are excellent views from the outside.*

**SBMC §28.80.050.C. Commercial Areas and Zones Where Storefront Collective Dispensaries Not Permitted.** Notwithstanding subparagraph (A) above, a Storefront Collective Dispensary shall not be allowed or permitted on a parcel located within 1000 feet of another permitted or allowed Storefront Collective Dispensary.

*SBPCHC exceeds the minimum distance requirements of 1000 feet from another permissible Storefront Collective Dispensary.*

**SBMC §28.80.050.D. Locational Measurements.** The distance between a Storefront Collective Dispensary and above-listed restrictions shall be calculated as a straight line from any parcel line of the Property on which the Storefront Collective Dispensary is located to the parcel line the real property on which the facility, building, or structure, or portion of the building or structure, in which the above- listed use occurs or is located.

For the purposes of determining compliance with the locational restrictions imposed by this section, the permissibility of a proposed Storefront Collective Dispensary location shall be determined by City staff based on the date the permit application has been deemed complete by the City with the earliest complete applications deemed to have priority over any subsequent Storefront Collective Dispensary application for any particular permissible location.

*SBPCHC is aware of the location requirements and staff protocols. The distance between the SBPCHC and another permitted Dispensary shall be calculated as a straight line from any parcel line on the property. So far as applicants are aware, there are no other permitted dispensaries currently in Santa Barbara.*

**SBMC §28.80.050.E. One Collective Dispensary for Each Area of the City.** No more than one Storefront Collective Dispensary may open or operate in each of the areas of the City designated as allowed or permissible Collective Dispensary location areas in the exhibit attached to this Chapter except for those areas which, at the time of the adoption of the ordinance amending this Chapter, already have more than one Storefront Collective Dispensary on a legal non-conforming basis and which are allowed to

continue to operate on a legal non-conforming basis under Section Two of the Ordinance amending this Chapter - in which case a legal non- conforming Dispensary may be allowed to continue to operate in such an area.

*SBPCHC is aware that no more than one Storefront Collective Dispensary may open or operate in each of the areas of the City designated as allowed or permissible Collective Dispensary location areas in the exhibit attached to this Chapter except for those areas which, at the time of the adoption of the ordinance amending this Chapter, already have more than one Storefront Collective Dispensary on a legal non-conforming basis and which are allowed to continue to operate on a legal non-conforming basis under Section Two of the Ordinance amending this Chapter - in which case a legal non- conforming Dispensary may be allowed to continue to operate in such an area.*

### **Section 28.80.060 Storefront Collective Dispensary - Permit Application Requirements.**

**SBMC §28.80.060.E. Filing Requirements - Proposed Operational Plan.** In connection with a permit application, an Applicant for a Storefront Collective Dispensary permit shall provide a detailed “Operations Plan” for the proposed Dispensary and, upon issuance of the Storefront Collective Dispensary permit by the City, shall operate the Storefront Collective Dispensary in accordance with the Operations Plan, as approved, at all times. A required Operations Plan shall consist of at least the following:

#### **Operations Plan**

*Santa Barbara Patients Collective and Healing Center is a not for profit collective that will make every effort to produce and distribute our own medicine for collective members. Upon receipt of our permit, our hours of operation where collective members can receive their medicine will be Monday through Saturday from 8:00 AM to 6:00 PM. There will be a 24-hour waiting period for acceptance of new members, to permit verification of doctor’s recommendations and documentation of the new member.*

*To be a member of the SBPCHC collective one must first attain a verifiable physician’s recommendation in accordance with California State law. When a potential new collective member comes in to our collective clinic they are asked to demonstrate their physician’s recommendation. The on-duty collective staff contacts the physician’s office and verifies with them that the*

*patient in question has been issued their recommendation. Once this process has been completed the potential new collective member is given paperwork to fill out and sign so there is a clear understanding of their participation and the guidelines as a collective member. Upon receipt of our permit, there will be a 24-hour waiting period for new collective members as required in the newly revised ordinance, 5526.*

*All physician recommendations are stored alphabetically and are kept in files along with a copy of their valid California ID. A database of qualified collective members/patients will also be created along with the expiration date of their physician's recommendation. Upon entering the collective clinic, identification is presented to the security personnel and their membership is verified along with making sure the recommendation is valid and has not expired. If the collective patient's recommendation has expired then the patient is notified and cannot access medicine at that moment. They are then asked to return to their physician and obtain a current recommendation before coming back.*

*There are certain administrative costs as well as other expenses involved in the production of the medicine. These costs will be tallied and then divided by the amount of medicine processed in order to estimate the proper cost to recoup per collective member for said medicine. Depending on the year and conditions involved these costs will vary accordingly.*

*If a collective member is engaged in reselling their medicine and abusing the privileges of the collective, they are no longer welcome and they are removed from the data bank. There is a limit of two ounces of medicine that can be accessed by a qualified collective member on a visit. We will also have security cameras in place to help with crime reduction as well as internal monitoring in order to keep collective members honest.*

*Collective members' supply of medicine will be kept in a locked room adjacent to the dispensing area (see floor plan; Exhibit B). Collective members/staff weigh and measure the medicine in containers ranging from one gram to one ounce. Once the medicine is weighed, most of it is stored in the dispensing area. All remaining medicine that is not weighed is stored in a locked weigh room as stated above.*

*Patients who are unable to produce their own medicine are asked to sign up for a collective grow. At the end of the season the excess medicine that is produced is equally divided and dispersed at no charge to the collective members who had initially signed up.*

*In addition we will also promptly remove all graffiti from the property and parking lots under the control of the SBPCHC within 72 hours of its appearance.*

**SBMC §28.80.060.E.1. Site Plan and Floor Plan.** A Storefront Collective Dispensary application shall have a proposed site plan and floor plan which shows a lobby waiting area at the entrance to the Storefront Collective Dispensary used to receive qualified patients or primary caregivers, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated primary caregivers members of the Collective. The primary entrance shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways.

*SBPCHC site plan and floor plan shows the lobby waiting area at the entrance to the Storefront Collective Dispensary and is to be used to receive qualified patients or primary caregivers. The room behind the waiting area is a separate and secure designated area for dispensing medical cannabis to qualified patients or designated primary caregivers members of the Collective. The primary entrance will be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways. The door between the waiting area and the dispensing area is a L.I.F. Industries left-hand security door. The lock on the door separating the waiting area from the dispensing area is a Von Duprin model 6113 Fail Secure Electric Strike Lock. Once the patient member is verified, the electric strike lock will be engaged to allow passage to the dispensing area. Please refer to security plan for further descriptions and drawings concerning the door and the lock mechanism as requested.*

**SBMC §28.80.060.E.2. Storage.** A Storefront Collective Dispensary shall have suitable locked storage on the premises, identified and approved as a part of the operational security plan for the after-hours storage of medical marijuana.

*SBPCHC will have locked storage on premises for after-hours storage of medicinal cannabis. The storage safe is manufactured by Vault Pro USA. It is a walk in safe, six feet by six feet and seven feet high. The door is equipped with a Sargent & Greenleaf Digital Lock. Please refer to security plan to view CAD drawings of proposed vault and its attachment to the building.*

**SBMC §28.80.060.E.3. Security Plans.** A Storefront Collective Dispensary shall provide a plan to provide adequate security on the premises of the Dispensary which shall be maintained in accordance with the Dispensary security plan approved by the Chief of Police and as reviewed by the Staff Hearing Officer. This plan shall include provisions for adequate lighting and alarms in order to insure the safety of persons and to protect the premises from theft. All security guards used by dispensaries shall be licensed and employed by a state licensed private-party operator security company retained by the Storefront Collective Dispensary and each security guard used shall possess a valid state Department of Consumer Affairs "Security Guard Card" at all times. Security guards shall not possess or carry firearms or tasers while working at a Collective Dispensary.

*The security plan has been updated to include specifications on the lighting and motion detectors to be used for the rear of the building. The security plan includes a third party contract alarm system, state-of-the-art video surveillance cameras and real time video monitoring of the front of the building, the entrance, the lobby, the dispensing area and the exterior front and rear of the building. The SBPCHC's proposed location has steel bars on the windows and illumination to the exterior areas. A RAB Lighting WPLED-20MS light will be placed at the rear of the building, equipped with a RAB SMS500 motion detector. The light has a fifteen-foot throw from the building's back wall (see security plan for details).*

*All security guards used by the dispensary shall be licensed and employed by Mission Security. They will provide a security guard on premises from prior to opening until after closing, to secure premises and make sure all the staff are off the property. We anticipate the guard will be present on duty from 30 minutes before opening to the members, until 30 minutes after closing. Duties will include reminding all collective members of the conduct and deportment expected while they are on the premises, opening and controlling the door from the waiting room to the service area, assisting members with disabilities, and responding to any disorderly conduct in the immediate vicinity of the entrances. Each security guard used shall possess a valid state Department of Consumer Affairs Security Guard Card at all times. Our security guards will not possess or carry firearms or tasers while working at the SBPCHC.*

**SBMC §28.80.060.E.4. Security Cameras.** The Security Plan shall show how the Property will be monitored at all times by closed-circuit television for security purposes. The camera and recording system must be of adequate

quality, color rendition and resolution to allow the ready identification of an individual on or adjacent to the Property. The recordings shall be maintained at the Property for a period of not less than thirty (30) days.

*The security plans have all been updated to show that four exterior cameras were added, two for the exterior of the front of the building and two for the exterior of the rear of the building. The SBPCHC comprehensive security surveillance camera system will monitor the interior and as well as the building's exterior (front and rear). The cameras are IC Realtime's model ICR-300H3. Fourteen video cameras will provide views of the exterior and interior of the building. Four cameras will be mounted at the front entrance and in the lobby. Another two cameras will be located in the main dispensing room. Another four cameras will monitor the rear of the building and the back staff area where the medical cannabis will be stored after hours in the vault. Two cameras each will be mounted on the front and rear of the exterior of the building capturing the front and rear's exterior. Security video will be maintained on a secured IC Realtime's server for a period of not less than 30 days. The security camera recorder and playback system will be kept in the walk-in vault to provide maximum security. In case there were to be an incident at said location, no one would be able to access and/or destroy the recorded footage. Please refer to the updated security plans for details on the position of the video cameras as well as the location of the camera recorder and playback system.*

**SBMC §28.80.060.E.5. Alarm Systems.** The Operations Plan shall provide that professionally monitored burglary and fire alarm systems shall be installed and such systems shall be maintained in good working condition within the Storefront Collective Dispensary at all times.

*SBPCHC will contract with a local alarm company, and they will install a state-of-the-art burglary alarm system. The system is professionally monitored by the alarm company twenty-four hours a day. If the alarm is triggered, alarm personnel will immediately contact SBPCHC managerial staff and if necessary, contact the Santa Barbara Police Department.*

**SBMC §28.80.060.E.6. Emergency Contact.** A Operations Plan shall provide the Chief of Police with the name, cell phone number, and facsimile number of a Management Member to act as an on-site community relations staff person to whom the City may provide notice of any operating problems associated with the Storefront Collective Dispensary.

*The emergency contact(s) for the SBPCHC is:*

*Joe Allen, Attorney, Cell – (805)-689-1280 Fax – (805) 684-2470*

*Or Matt Armor, Cell – (805) 705-3866*

**SBMC §28.80.060.E.7. Public Nuisance.** The Operations Plan shall provide for the Management Members of the Collective Dispensary to take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if directly related to the patrons of the subject Storefront Collective Dispensary.

*SBPCHC operating plan shall provide for the Management Members of the Collective Dispensary to take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if directly related to the patrons of the subject Storefront Collective Dispensary. As a member of the SBPCHC collective each patient must read and sign a “patient agreement form.” The form clearly states that once the patient receives their medicine they must leave the facility and make their way off the premises. Furthermore, by having a security guard on premises, their presence should dissuade any activity that would be deemed a nuisance to the surrounding area. If need be, one of the management members and/or staff member will go outside to address the issues if they appear. We will also inform our collective members that if they were deemed a nuisance in any way, that their membership in the collective would be revoked. The patient member visiting the dispensary many times may suffer from a wide range of symptoms including limitations on ability and communication. To enhance the safety of the patient and the area, should a patient need assistance in exiting the area or neighborhood in a timely manner, a staff member or member volunteer will be dispatched to assist and escort them to their destination.*

**SBMC §28.80.060.E.8. Loitering Adjacent to a Dispensary.** The Operations Plan shall provide that the Management Members will take all reasonable steps to reduce loitering by Collective members in public areas, sidewalks, alleys and areas surrounding the Property and adjacent premises during the business hours of the Storefront Collective Dispensary.

*As a member of the SBPCHC collective, each patient must read and sign a "patient agreement form." The form clearly states that once the patient receives their medicine they must leave the facility and make their way off the premises, and there is to be no loitering. We will also inform each collective member that loitering on the sidewalk, in the parking lot, or anywhere around the building is unacceptable. Furthermore, by having a security guard on premises, their presence should dissuade any loitering around the building. If need be, a management member and/or staff member will go outside to address any issues if they appear. The patient member visiting the dispensary many times may suffer from a wide range of symptoms including limitations on ability and communication. To enhance the safety of the patient and the area, should a patient need assistance in exiting the area or neighborhood in a timely manner, a management and/or staff member will be dispatched to assist and escort them to their destination.*

**SBMC §28.80.060.E.9. Trash, Litter, Graffiti.** *The Operations Plan shall provide that the Management Members will keep area which includes the sidewalks adjoining the Dispensary plus ten (10) feet beyond property lines (as well as any parking lots under the control of the Dispensary) clear of litter, debris, and trash.*

*SBPCHC shall provide that the Management Members will keep areas which include the sidewalks adjoining the Dispensary plus ten (10) feet beyond property lines (as well as any parking lots under the control of the Dispensary) clear of litter, debris, and trash.*

**SBMC §28.80.060.E. 10. Removal of Graffiti.** *The Operations Plan shall provide a method for the Management Members to promptly remove all graffiti from the Property and parking lots under the control of the Collective within 72 hours of its appearance.*

*SBPCHC shall coordinate with landlord and building maintenance crews in regards to the color of paint used on the building. If graffiti is found, one of our management staff will promptly clean, pressure wash and repaint affected area with the building's matching paint. If graffiti is found on the window, solvents will be used to quickly remove any affected area. This will all be completed within a seventy-two hour period.*

**SBMC §28.80.060. F. Filing Requirements - Information Regarding Storefront Collective Dispensary Management.** A Storefront Collective Dispensary Applicant shall also provide the following Management Member and Collective information as part of a Storefront Collective Dispensary application:

*For security reasons, the addresses furnished to the City shall be kept with City Staff and the Police Department. The addresses are not to be posted on the planning department website along with the application in order to protect the Collective and Management Member's safety. Issue to be discussed.*

**SBMC §28.80.060.F.1.**The name, address, telephone number, title and function(s) of each Management Member;

***Joseph Allen, 131 East Anapamu Street. Santa Barbara, CA 93101***

*Telephone number (805) 892-2480*

*Collective Agent of Service, Collective Director and Attorney for Collective.*

***Matt Armor,***

*Telephone number: (805) 705-3866*

*Collective on-site Co-Manager. Manages day-to-day activity.*

***Greg McGee Jr.,***

*Telephone number: (714) 595-8488*

*Collective on-site Co-Manager. Manages day-to-day activity.*

**SBMC §28.80.060.F.2.** For each Management Member, a fully legible copy of one (1) valid government issued form of photo identification, such as a state driver's license or identification card. Acceptable forms of government issued identification include, but are not limited to, driver's license or photo identity cards issued by the state Department of Motor Vehicles (or equivalent) that meet REAL ID benchmarks, a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents) or a Permanent Resident card. *See attached Exhibit C*

**SBMC §28.80.060.F.3.** Written confirmation as to whether the Collective or a Management Member of the Collective previously operated in this or any other county, city or state under a similar license or permit, and whether the Collective or Management Member Applicant ever had such a license or permit revoked or suspended by and the reason(s) therefore.

*No collective member has ever operated or volunteered in this or any other county, city or state under a similar license or permit, and no Collective or Management Member Applicant has ever had such a license or permit revoked or suspended.*

**SBMC §28.80.060.F.4.** If the Collective is a corporation or a cooperative, a certified copy of the Collective's Secretary of State Articles of Incorporation, Certificate(s) of Amendment, Statement(s) of Information and a copy of the Collective's by laws.

*The SBPCHC is not a corporation. See 5.: Unincorporated Association.*

**SBMC §28.80.060.F.5.** If the Collective is an unincorporated association, a copy of the articles of association;

*SBPCHC is an unincorporated non-profit association. See exhibit D*

**SBMC §28.80.060.F.6.** The name and address of the Applicant's or Collective's current designated Agent for Service of Process:

*Joseph D. Allen, Attorney at Law, 131 E. Anapamu St. Suite A, Santa Barbara CA 93101; Tel: 805-892-2480; fax: 805-892-2470*

**SBMC §28.80.060.F.7.** A. statement dated and signed by each Management Member, of the Collective, under penalty of perjury, that the Management Member has personal knowledge of the information contained in the Dispensary Application, that the information contained therein is true and correct, and that the application has been completed under the supervision of the identified Management Member(s);

*See attached Exhibit E*

**SBMC §28.80.060.F.8.** Whether Edible Medical Marijuana products will be prepared and distributed at the proposed Dispensary Property;

*There will be Edible Medicinal Cannabis products distributed at SBPCHC.*

**SBMC §28.80.060.F.9.** The Property location or locations where any and all Medical Marijuana will be collectively cultivated by the Collective members and Management Members;

*Our cultivation of Medical Marijuana will be limited to Collective members and Management Members only. Both properties are secure with someone on premises at all times. Both properties are not visible to any persons and/or neighbors. Both properties are located in Santa Barbara County and meet the requirements of SBMC 28.80.080.G.3.*

**Section 28.80.080 On-Going Management Requirements for Medical Marijuana Storefront Collective Dispensaries.**

Storefront Collective Dispensary operations shall be maintained and managed on a day-to-day basis only in compliance with the following operational standards and requirements:

**SBMC §28.80.080.A. Criminal History.** A Storefront Collective Dispensary permittee, including all Management Members of that permittee, shall not have been convicted of a felony or be on probation or parole for the sale or distribution of a controlled substance and shall remain free of such a conviction or probation during the period of time in which the Storefront Collective Dispensary is being operated.

*SBPCHC will not have, as a Management Member, anyone who has been convicted of a felony or is on probation or parole for the sale or distribution of a controlled substance.*

**SBMC §28.80.080.B. Minors.** It shall be unlawful for any Storefront Collective Dispensary permittee, a Management Member of the permittee, or any other person effectively in charge of any Storefront Collective Dispensary to employ any person who is not at least 18 years of age. Persons under the age of eighteen (18) years shall not be allowed on the premises of a Medical Marijuana Collective Dispensary unless they are a qualified patient member of the Collective and they are accompanied by a parent or guardian at all

times. The entrance to a Storefront Collective Dispensary shall be clearly and legibly posted with a notice indicating that persons under the age of eighteen (18) are precluded from entering the premises unless they are a qualified patient member of the Collective and they are in the presence of their parent or guardian.

*SBPCHC shall not have anyone as a patient member who is under the age of eighteen (18) years of age unless it is requested by the parent or legal guardian. SBPCHC shall not allow anyone on the premises who is under the age of eighteen (18) years of age unless they are accompanied by their parent or guardian. SBPCHC will post by the entrance to the Storefront Collective Dispensary a notice that clearly and legibly indicates that persons under the age of eighteen (18) are precluded from entering the premises unless they are a qualified patient member of the Collective and they are in the presence of their parent or guardian.*

**SBMC §28.80.080.C. Storefront Collective Dispensary Size and Access**

The following access restrictions shall apply to all Storefront Collective Dispensaries permitted by this Chapter:

**SBMC §28.80.080.C.1.** A Storefront Collective Dispensary shall not be enlarged in size (i.e., increased floor area) without prior review and approval of the change from the Staff Hearing Officer and an approved amendment to the existing Storefront Collective Dispensary permit pursuant to the requirements of this Chapter,

*The building size of the dispensary is approximately 1,500 sq. ft. There are no plans to make any changes to the floor area without approval by a Staff Hearing Officer, pursuant to SBMC 28.80.080.C, Storefront Collective Dispensary Size and Access.*

**SBMC §28.80.080.C.2.** An expressly designated Management Member or Members shall be responsible for monitoring the Property of the Storefront Collective Dispensary for any nuisance activity (including the adjacent public sidewalk and rights-of-way) which may occur on the block within which the Storefront Collective Dispensary is operating.

*Our onsite staff will be responsible for monitoring the property of the SBPCHC for any nuisance activity (including the adjacent public sidewalk and rights-of-way) that may occur on the block within which the Storefront*

*Collective Dispensary is operating.*

**SBMC §28.80.080.C.3.** Only Collective members as primary caregivers or qualified patients shall be permitted within a Storefront Collective Dispensary building for the purposes of cultivating, processing, distributing, or obtaining medical marijuana.

*Only Collective members as primary caregivers or qualified patients shall be permitted within the SBPCHC building for the purposes of cultivating, processing, distributing, or obtaining medical cannabis.*

**SBMC §28.80.080.C.4.** A qualified patient or a primary caregiver shall not visit a Storefront Collective Dispensary without first having obtained a valid written recommendation from his or her licensed physician recommending the use of medical marijuana or, in the case of a primary caregiver, without first having been expressly designated a primary caregiver to a qualified patient as required by the Compassionate Use Act.

*No qualified patient or a primary caregiver shall enter the SBPCHC without first having obtained a valid written recommendation from his or her licensed physician recommending the use of medical marijuana or, in the case of a primary caregiver; without first having been expressly designated a primary caregiver to a qualified patient as required by the Compassionate Use Act.*

**SBMC §28.80.080.C.5.** A qualified patient or primary caregiver may not obtain medical marijuana upon their first in-person visit to a Storefront Collective Dispensary and, instead, may only become a member of the Collective at the first visit to a particular Dispensary. Upon joining the Collective, a registered member of a Collective may obtain medical marijuana as a qualified patient or primary caregiver only after an initial waiting period of 24 hours after their initial in-person visit to the Dispensary for the purposes of joining the Collective.

*Addressed in SBPCHC "Operations Plan"*

**SBMC §28.80.080.C.6.** Only a primary caregiver and qualified patient members of the Collective Dispensary shall be allowed within the designated marijuana dispensing area of a Storefront Collective Dispensary (as shown on the site plan required by the Application) along with only a necessary Management Members.

*Only a primary caregiver and qualified patient members of the Collective Dispensary shall be allowed within the designated marijuana dispensing area of a Storefront Collective Dispensary (as shown on our site plan required by the Application) along with only a necessary Management Members.*

**SBMC §28.80.080.C.7.** Restrooms with the Storefront Collective Dispensary shall remain locked and under the control of Collective Management Members at all times.

*Restroom access will be available to all collective members and staff alike. It will be under the control of counter staff, which will control access by members from the service area to the rear for use of the restroom. The restroom will be brought up to current ADA standards for both members with disabilities and staff. The bathroom door will meet the door hardware requirements of Chapter 11B of the 2013 California Building Code. SBPCHC restroom is located in the rear of building behind a wall. There is an accessible access route from the dispensing area to the restroom. Upon request to use the restroom by a collective member/patient, they will be escorted back to use the restroom for security reasons.*

**D. Medical Marijuana Dispensing Operations.** The following medical marijuana distribution restrictions and conditions shall apply to all of the day-to-day medical marijuana dispensing operations which occur within a City permitted Storefront Collective Dispensary:

**SBMC §28.80.080.D.1.** A Storefront Collective Dispensary shall only dispense to qualified patients or primary caregivers with a currently valid physicians approval or recommendation in compliance with the criteria of the Compassionate Use Act of 1996 and the SB 420 Statutes to those persons who are registered as active members of that Collective and may do so only during storefront dispensary operating hours of between eight o'clock in the morning (8:00 a.m.) through six o'clock in the evening (6:00 p.m.) Monday through Saturday only. The days and hours of the dispensary's operation shall be posted in a sign located on the street frontage of the dispensary premises in a manner consistent with the City's Sign Ordinance. Storefront Collectives Dispensaries shall require such persons receiving medical marijuana to provide valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card each time they seek to obtain medical marijuana.

*In order to stay in compliance with the criteria in California Health and Safety Code Section 11362.5 et seq., Santa Barbara Patients Collective and Healing Center will only dispense to qualified patients or caregivers with a current and valid physician recommendation and a State issued driver's license or identification card to prove they are a California resident. All documents will be verified prior to allowing access to the dispensing room and only after the 24-hour waiting period, as is the protocol. The rules of conduct, specifically including the points on the attachments, will be spelled out in a poster-sized sign located on the wall of the front waiting room, adjacent to the access door through to the service area, and visible directly behind the desk of the security guard. Thus every member who comes to the desk to sign in and request opening the door to the service area will be facing the poster displaying the rules.*

*Patients can only access cannabis at said location during storefront dispensary operating hours of between eight o'clock in the morning (8:00 a.m.) through six o'clock in the evening (6:00 p.m.), Monday through Saturday. The days and hours of the dispensary's operation shall be posted in a sign located on the street frontage of the dispensary premises in a manner consistent with the City's Sign Ordinance.*

**SBMC §28.80.080.D.2.** Prior to dispensing medical marijuana, a Management Member of the Storefront Collective Dispensary shall obtain a re-verification from the recommending physician's office personnel that the individual requesting medical marijuana is or remains a qualified patient or a primary caregiver.

*SBPCHC will obtain verification from the recommending physician's office personnel that the individual requesting medical cannabis is or remains a qualified patient pursuant to state Health & Safety Code Section 11362.5. All recommendations are good for only one year. SBPCHC will maintain a copy of the verified recommendation of each qualified collective patient/caregiver on a physically secure computer. Hard copies of the patients/caregivers driver's license or Identification card and physician recommendation will be kept in securely locked filing cabinets. Patient's status will be checked on each visit to ensure that the physician's recommendation remains current. Patients with recommendations that are expiring soon will be notified. No patient or caregiver will receive medical cannabis unless the physician recommendation is validated and is also current.*

**SBMC §28.80.080.D.3.** A Storefront Collective Dispensary shall not have a physician on-site to evaluate patients and provide a Compassionate Use Act recommendation for the use of medical marijuana.

*SBPCHC shall not have a physician on-site to evaluate patients and provide a Compassionate Use Act recommendation for the use of medical marijuana.*

**SBMC §28.80.080.D.4.** Every Storefront Collective Dispensary shall display at all times during its regular business hours, the permit issued pursuant to the provisions of this Chapter for such Collective Dispensary in a conspicuous place so that the same may be readily seen by all persons entering the Storefront Collective Dispensary.

*SBPCHC shall display at all times during its regular business hours, the permit issued pursuant to the provisions of this Chapter for such Collective Dispensary in a conspicuous place so that the same may be readily seen by all persons entering the Storefront Collective Dispensary.*

**SBMC §28.80.080.D.5.** No Storefront Collective Dispensary shall hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages, or operate a business on the premises of the Dispensary that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises.

*SBPCHC shall not hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages, or operate a business on the premises of the Dispensary that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises.*

**SBMC §28.80.080.D.6.** Storefront Collective Dispensaries shall be considered commercial use relative to the parking requirements imposed by Santa Barbara Municipal Code Section 28.90.100(1).

*SBPCHC Storefront Collective Dispensary shall be considered commercial use relative to the parking requirements imposed by Santa Barbara Municipal Code Section 28.90.100(1).*

**SBMC §28.80.080.D.7.** A notice shall be clearly and legibly posted in the Storefront Collective Dispensary indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the Dispensary is prohibited. Signs on the premises shall not obstruct the entrance or windows.

Address identification shall comply with Fire Department illuminated address signs requirements.

*No patient, qualified caregiver or staff may consume, eat, or smoke cannabis on the premises. The Patient Agreement signed by every patient of the SBPCHC clearly defines the consumption restrictions on the premises, accessory structures, parking lot or parking area and surroundings within 200 feet, by any collective member who receives their medical cannabis from the dispensary. Security personnel will monitor site activity to ensure rules are being followed. SBPCHC may suspend services to any qualified collective patient found to be in violation of the Patient Agreement form. Signs on the premises shall not obstruct the entrance or windows. Address identification shall comply with Fire Department illuminated address signs requirements.*

**SBMC §28.80.080.D.8.** Business identification signage for Storefront Collective Dispensaries shall comply with the City’s Sign Ordinance (SBMC Chapter 22.70) and be limited to that needed for identification only, consisting of a single window sign or wall sign that shall not exceed six square feet in area or 10 percent of the window area, whichever is less.

*SBPCHC will comply with the City’s Sign Ordinance (SBMC Chapter 22.70) and be limited to that needed for identification only, consisting of a single window sign or wall sign that shall not exceed six square feet in area or 10 percent of the window area, whichever is less.*

**E. Dispensary Medical Marijuana On-Site Consumption and Re-Distribution Restrictions.** The following medical marijuana consumption restrictions shall apply to all permitted Storefront Collective Dispensaries:

**SBMC §28.80.080.E.1.** Medical marijuana shall not be consumed by qualified patients on the Property or the premises of the Storefront Collective Dispensary.

The term “premises” includes the actual building, as well as any accessory structures, parking lot or parking areas, or other surroundings within 200 feet of the Collective Dispensary’s entrance. Collective Dispensary management member employees who are qualified patients may consume marijuana within the enclosed building area of the premises, provided such consumption occurs only via oral consumption (i.e., eating only) but not by means of smoking or vaporization.

*No patient, qualified caregiver or dispensary employee may consume, eat, smoke or vaporize cannabis on the premises. The Patient Agreement signed by every patient of the SBPCHC clearly defines the consumption restrictions on the premises, accessory structures, parking lot or parking area and surroundings within 200 feet, by any collective member who have received medical cannabis from the dispensary. Security personnel will monitor site activity to ensure rules are being followed. SBPCHC may suspend or terminate services to any qualified collective patient/caregiver found to be in violation of the Patient Agreement.*

**SBMC §28.80.080.E.2.** Storefront Collective Dispensary operations shall not result in illegal redistribution or sale of medical marijuana obtained from the Collective Dispensary, or the use or distribution in any manner which violates state law.

*The SBPCHC will enforce a strict, zero-tolerance policy regarding the redistribution of medical cannabis. Any patient or caregiver found in violation of this policy immediately forfeits their access to the SBPCHC and may never return to the dispensary. The SBPCHC will maintain an open channel of communication with the Santa Barbara Police Department to share any information regarding offenders found in violation of illegal redistribution.*

**SBMC §28.80.080.F. Retail Sales of Other Items by a Storefront Collective Dispensary.** The retail sales of related marijuana use items at a Storefront Collective Dispensary may be allowed only under the following circumstances:

**SBMC §28.80.080.F.1.** With the approval of the Staff Hearing Officer, a Collective Dispensary may conduct or engage in the commercial sale of specific products, goods, or services (except drug paraphernalia) in addition to the provision of medical marijuana on terms and conditions consistent with this Chapter and applicable law.

*SBPCHC has no plans to sell specific products, goods or services in addition to the provision of medical cannabis except for literature, clothing and jars.*

**SBMC §28.80.080.F.2.** No Collective Dispensary shall sell or display for sale any drug paraphernalia or any implement that may be used to administer medical marijuana.

*The SBPCHC will not sell or display and drug paraphernalia or any implement that may be used to administer medical cannabis.*

**SBMC §28.80.080.G. Storefront Collective Dispensary - Compliance with the Compassionate Use Act of 1996 and SB 420 Statutes.**

**SBMC §28.80.080.G.1. State Law Compliance Warning.** Each Collective Dispensary shall have a sign posted in a conspicuous location inside the Storefront Collective Dispensary advising the public of the following:

- a. The diversion of marijuana for non-medical purposes is a criminal violation of state law.
- b. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.
- c. The sale of marijuana and the diversion of marijuana for nonmedical purposes are violations of state law.

*SBPCHC shall have a sign posted in a conspicuous location inside the Storefront Collective Dispensary advising the public of the following:*

- a. The diversion of marijuana for non-medical purposes is a criminal violation of state law.*
- b. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.*
- c. The sale of marijuana and the diversion of marijuana for nonmedical purposes are violations of state law.*

**SBMC §28.80.080.G.2. Not For Profit Operation of the Storefront Collective Dispensary.**

No Medical Marijuana Storefront Collective Dispensary shall operate for profit. Cash and in-kind contributions, reimbursements, and reasonable compensation for services provided by Management Members and Collective members toward the Collective's actual expenses for the growth, cultivation, processing, and provision of Medical Marijuana to qualified patients of the Collective shall be allowed provided that such reimbursements are in strict compliance with the applicable provisions of the SB 420 Statutes. All such

cash and in-kind reimbursement amounts and items shall be fully and properly documented in the financial and accounting records of the Collective Dispensary in accordance with and as required by the recordkeeping requirements of this Chapter.

*SBPCHC shall not operate for profit. Cash and in-kind contributions, reimbursements, and reasonable compensation for services provided by Management Members and Collective members toward the Collective's actual expenses for the growth, cultivation, processing, and provision of Medical Cannabis to qualified patients of the Collective is allowed provided that such reimbursements are in strict compliance with the applicable provisions of California State Law. All such cash and in-kind reimbursement amounts and items will be fully and properly documented in the financial and accounting records of the SBPCHC in accordance with and as required by the recordkeeping requirements of this Chapter.*

**SBMC §28.80.080.G.3. Cultivation of Medical Marijuana by the Collective.** The Collective cultivation of medical marijuana shall be limited to the Collective members and Management Members. Cultivation of medical marijuana by the Collective members and the Management Members shall occur exclusively within the boundaries of the counties of Santa Barbara, Ventura, or San Luis Obispo County and only at the real property identified for such cultivation on the approved Storefront Collective Dispensary Permit application.

*No cultivation of medical marijuana at any Property where the marijuana will be visible with the un-aided eye from any public or other private property, nor shall cultivated medical marijuana or dried medical marijuana be visible from the building exterior on the Property. No cultivation shall occur at the Property of the Collective unless the area devoted to the cultivation is secured from public access by means of a locked gate and any other security measures necessary to prevent unauthorized entry. Cultivation of medical marijuana by the SBPCHC members and the Management Members shall occur exclusively within the boundaries of the counties of Santa Barbara, Ventura, or San Luis Obispo.*

**SBMC §28.80.080.G.4. Distribution of Medical Marijuana Within Santa Barbara Only.**

Distribution of the medical marijuana collectively cultivated by some Collective members to other Collective members shall occur exclusively

within the boundaries of the city of Santa Barbara and only at the real property identified as the permitted Dispensary location on the approved Storefront Collective Dispensary Permit application.

*Distribution of the medical cannabis collectively cultivated by some Collective members to other Collective members shall occur exclusively within the boundaries of the City of Santa Barbara and only at the real property identified as the permitted Dispensary location on the approved Storefront Collective Dispensary Permit application.*

**SBMC §28.80.080.G.5. Membership Limited to One Collective.**

Membership in a Collective which operates a Storefront Collective Dispensary within the City shall be limited to one Collective per qualified patient or primary caregiver. Each Collective shall also consist only of individuals residing with Santa Barbara County, as the term “principal residence” is defined in the federal Internal Revenue Code.

*Membership in the SBPCHC will be limited to one Collective per qualified patient or primary caregiver. SBPCHC shall also consist only of individuals residing within Santa Barbara County, as the term “principal residence” is defined in the federal Internal Revenue Code.*

**SBMC §28.80.080.H. Maintenance of Appropriate Collective Records Regarding Cultivation and Compliance with the SB 420 Statutes.**

**SBMC §28.80.080.H.1. Cultivation Records.** Every permitted Storefront Collective Dispensary shall maintain on-site (i.e., at the Property designated for the operation of the Storefront Collective Dispensary) the medical marijuana cultivation records of the Collective. These records shall be signed under penalty of perjury by each Management Member responsible for the cultivation and shall identify the location or locations within the counties of Santa Barbara, Ventura, or San Luis Obispo at which the Collective’s medical marijuana is being cultivated. Such records shall also record the total number of marijuana plants cultivated or stored at each cultivation location. The Storefront Collective Dispensary shall also maintain an inventory record documenting the dates and amounts of medical marijuana cultivated or stored at the Dispensary Property, if any, as well as the daily amounts of Medical Marijuana distributed from the permitted Dispensary.

*SBPCHC shall maintain on-site medical marijuana cultivation records of the Collective. These records shall be signed under penalty of perjury by each Management Member responsible for the cultivation and shall identify the location or locations within the counties of Santa Barbara, Ventura, or San Luis Obispo at which the SBPCHC's medical marijuana is being cultivated. Such records shall also record the total number of marijuana plants cultivated or stored at each cultivation location. SBPCHC shall also maintain an inventory record documenting the dates and amounts of medical marijuana cultivated or stored at the Dispensary Property, if any, as well as the daily amounts of Medical Cannabis distributed from our Dispensary.*

**SBMC §28.80.080.H.2. Membership Records.** Every Storefront Collective Dispensary shall maintain full and complete records of the following membership information: a. the full name, date of birth, residential address, and telephone number(s) of each Collective member and Management Member, b. the date each Collective member and Management Member joined the Collective, 3. the exact nature of each Collective member's and Management Member's participation in the Collective, and 4. the current status of each member and Management Member as a Qualified Patient or Primary Caregiver.

*SBPCHC shall maintain full and complete records of the following membership information: a. the full name, date of birth, residential address, and telephone number(s) of each Collective member and Management Member, b. the date each Collective member and Management Member joined the Collective, 3. the exact nature of each Collective member's and Management Member's participation in the Collective, and 4. the current status of each member and Management Member as a Qualified Patient or Primary Caregiver.*

**SBMC §28.80.080.H.3. Financial Records.** The Collective Dispensary shall also maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements, (including any in-kind contributions), and any and all reasonable compensation for services provided by the Management Members or other members of the Collective, as well as records of all operational expenditures and costs incurred by the Storefront Collective Dispensary in accordance with generally accepted accounting practices and standards typically applicable to business records.

*SBPCHC shall also maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements, (including any in-kind contributions), and any and all reasonable compensation for services provided by the Management Members or other members of the Collective, as well as records of all operational expenditures and costs incurred by the Storefront Collective Dispensary in accordance with generally accepted accounting practices and standards typically applicable to business records.*

**SBMC §28.80.080.H.4. Dispensary Record Retention Period.** The records required above by subparagraphs (1), (2), and (3) of this subsection shall be maintained by the Medical Marijuana Collective Dispensary for a period of three (3) years and shall be made available to the City upon a written request, subject to the authority set forth in Section 28.80.090.

*SBPCHC records as required above by subparagraphs (1),(2), and (3) of this subsection shall be maintained by SBPCHC for a period of three (3) years and shall be made available to the City upon a written request, subject to the authority set forth in Section 28.80.090.*

**Section 28.80.100 Sale, Distribution, or Exchange of Medical Marijuana With a non-Medical Marijuana Collective Member.**

**SBMC §28.80.100.A. Transfers to or from a Non-Collective Member.** A Storefront Collective Dispensary, including the Management Member operating the Dispensary, shall not cause or permit the sale, distribution, or exchange of Medical Marijuana or of any Edible Medical Marijuana product to any non-Collective Management Member or member. No Storefront Collective Dispensary shall possess medical marijuana that was not collectively cultivated by its Management Members or members either at the Property designated for the cultivation or at its prior location allowed in accordance with this Chapter.

*SBPCHC will not permit the sale, distribution, or exchange of Medical Marijuana or of any Edible Medical Marijuana product to any non-Collective Management Member or member. The SBPCHC will not possess medical marijuana that was not collectively cultivated by its Management Members or members either at the Property designated for the cultivation or at its prior location allowed in accordance with this Chapter.*

**SBMC §28.80.100.B. Assistance for Edible Marijuana Products.** Sales of edible medical marijuana products may be permitted at a Storefront Collective Dispensary and an individual or business within the City which assists a Dispensary in preparing and processing such a product will be deemed by the City as an “individual who provides assistance to a qualified patient or person with an identification card, or his or her designated primary caregiver, in administering medical marijuana to a qualified patient...” as that phrase is used in state Health and Safety Code section 11362.765(b)(3).

*SBPCHC acknowledges that the sales of edible medical marijuana products is permitted and an individual or business within the City which assists our Collective in preparing and processing such a product will be deemed by the City as an “individual who provides assistance to a qualified patient or person with an identification card, or his or her designated primary caregiver, in administering medical marijuana to a qualified patient...” as that phrase is used in state Health and Safety Code section 11362.765(b)(3).*

### **Section 28.80.130 Transfer of Collective Dispensary Permits**

**SBMC §28.80.130.A. Permit - Site Specific.** A permittee shall not operate a Storefront Collective Dispensary under the authority of a Storefront Collective Dispensary permit at any place other than the address of the Collective Dispensary stated in the application for the permit. All Collective Dispensary permits issued by the City pursuant to this chapter shall be non-transferable to a different location.

*SBPCHC will not operate a Storefront Collective Dispensary under the authority of a Storefront Collective Dispensary permit at any place other than the address of our Collective Dispensary as stated in the application for the permit. Our Collective Dispensary permit will not be non-transferable to a different location, unless authorized by the City.*

**SBMC §28.80.130.B. Transfer of a Permitted Collective Dispensary.** A permittee shall not transfer ownership or control of a Storefront Collective Dispensary or attempt to transfer a Collective Dispensary permit to another person unless and until the transferee obtains an amendment to the permit from the Staff Hearing Officer pursuant to the permitting requirements of this Chapter stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the Community Development Department in accordance with all provisions of this Chapter accompanied by the required transfer review application fee.

*SBPCHC will not transfer ownership or control of our Storefront Collective Dispensary or attempt to transfer our Collective Dispensary permit to another person unless and until the transferee obtains an amendment to the permit from the Staff Hearing Officer pursuant to the permitting requirements of this Chapter stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the Community Development Department in accordance with all provisions of this Chapter accompanied by the required transfer review application fee.*

**SBMC §28.80.130.C. Request for Transfer with a Revocation or Suspension Pending.**

No Storefront Collective Dispensary permit may be transferred (and no permission for a transfer may be issued) when the Community Development Department has notified the permittee in writing that the permit has been or may be suspended or revoked for non-compliance with this Chapter and a notice of such suspension or revocation has been provided.

*The SBPCHC permit may not be transferred (and no permission for a transfer may be issued) when the Community Development Department has notified the permittee in writing that the permit has been or may be suspended or revoked for non-compliance with this Chapter and a notice of such suspension or revocation has been provided.*

**SBMC §28.80.130.D. Transfer without Permission.** Any attempt to transfer a Storefront Collective Dispensary permit either directly or indirectly in violation of this Chapter is declared void, and the permit shall be deemed revoked.

*It is understood that any attempt to transfer our Storefront Collective Dispensary permit either directly or indirectly in violation of this Chapter is declared void, and the permit shall be deemed revoked.*

**Section 28.80.140 Medical Marijuana Vending Machines.**

No person shall maintain, use, or operate a vending machine which dispenses marijuana to a qualified patient or primary caregiver unless such machine is located within the interior of a duly permitted Collective Dispensary.

*SBPCHC will not possess or operate a vending machine that dispenses cannabis to a qualified patient or primary caregiver unless such machine(s) is*

*located within the interior of our duly permitted Collective Dispensary.*

**Section 28.80.150 Business License Tax Liability.**

An operator of a Storefront Collective Dispensary shall be required to apply for and obtain a Business Tax Certificate pursuant to Chapter 5.04 as a prerequisite to obtaining a Storefront Collective Dispensary permit pursuant to the terms of this Chapter. When and as required by the State Board of Equalization, Storefront Collective Dispensary transactions shall be subject to sales tax in a manner required by state law.

*SBPCHC is aware of the following language: An operator of a Storefront Collective Dispensary shall be required to apply for and obtain a Business Tax Certificate pursuant to Chapter 5.04 as a prerequisite to obtaining a Storefront Collective Dispensary permit pursuant to the terms of this Chapter. When and as required by the State Board of Equalization, Storefront Collective Dispensary transactions shall be subject to sales tax in a manner required by state law.*

**APPROVAL CRITERIA**

**Describe how the dispensary meets the criteria below. Staff recommends that you add a discussion below each criterion in this Microsoft Word document. You can block and move this discussion into m letter or other format of your choice.**

**Section 28.80.070 Criteria for Review of Collective Dispensary**

**Applications by the City Staff Hearing Officer.**

**SBMC §28.80.070.A. Decision on Application.** Upon an application for a Storefront Collective Dispensary permit being deemed complete, the Staff Hearing Officer shall either issue a Storefront Collective Dispensary permit, issue a Storefront Collective Dispensary permit with conditions in accordance with this Chapter, or deny a Storefront Collective Dispensary permit.

**SBMC §28.80.070.BCriteria for Issuance.** The Staff Hearing Officer, or the City Council on appeal, shall consider the following criteria in determining whether to grant or deny a Medical Marijuana Storefront Collective Dispensary permit:

**SBMC §28.80.070.C.1.** That the Collective Dispensary permit and the operation of the proposed Dispensary will be consistent with the intent of the Compassionate Use Act of 1996 and the SB 420 Statutes for providing medical marijuana to qualified patients and primary caregivers and the provisions of this Chapter and with the Municipal Code, including the application submittal and operating requirements herein.

*Santa Barbara Patients Collective and Healing Center activities will be consistent with the intent of the Compassionate Use Act of 1996 and the SB 420 Statutes for providing medical cannabis to qualified patients and primary caregivers and the provisions of this Chapter and with the Municipal Code, including the application submittal and operating requirements herein.*

**SBMC §28.80.070.C.2.** That the proposed location of the Storefront Collective Dispensary is not identified by the City Chief of Police as an area of increased or high crime activity.

*To the best of our knowledge the proposed location has not been identified by the City Chief of Police as an area of increased or high crime activity.*

**SBMC §28.80.070.C.3.** For those applicants who have operated other Storefront Collective Dispensaries within the City, that there have not been significant numbers of calls for police service, crimes or arrests in the area of the applicants former location.

*Not applicable.*

**SBMC §28.80.070.C.4.** That issuance of a Collective Dispensary permit for the Collective Dispensary size requested is appropriate to meet needs of community for access to medical marijuana.

*The issuance of our Collective Dispensary permit for the Collective Dispensary size requested is appropriate to meet the needs of the community for access to medical cannabis.*

**SBMC §28.80.070.C.5.** That issuance of the Collective Dispensary permit would serve needs of City residents within a proximity to this location.

*By issuance of our Collective Dispensary permit we will serve the needs of our City residents, especially those in the upper State Street area.*

**SBMC §28.80.070.C.6.** That the location is not prohibited by the provisions of this Chapter or any local or state law, statute, rule, or regulation and no significant nuisance issues or problems are likely or anticipated and that compliance with other applicable requirements of the City's Zoning Ordinance will be accomplished.

*This location is not prohibited by the provisions of this Chapter or any local or state law, statute, rule, or regulation and no significant nuisance issues or problems are likely or anticipated and that compliance with other applicable requirements of the City's Zoning Ordinance will be accomplished.*

**SBMC §28.80.070.C.7.** That the Dispensary's Operations Plan, its site plan, its floor plan, the proposed hours of operation, and a security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements section. These features may include, but are not limited to, security on-site; procedure for allowing entry; openness to surveillance and control of the premises; the perimeter, and surrounding properties; reduction of opportunities for congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.

*Our Dispensary's operations plan, site plan, floor plan, proposed hours of operation, and a security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements section. SBPCHC features security on-site; procedure for allowing entry; openness to surveillance and control of the premises; the perimeter, and surrounding properties; reduction of opportunities for congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.*

**SBMC §28.80.070.C.8.** That all reasonable measures will be incorporated into the Dispensary security plan or consistently taken to successfully control the establishment's patrons' conduct resulting in disturbances, vandalism, crowd control inside or outside the premises, traffic control problems, marijuana use in public, or creation of a public or private nuisance, or interference of the operation of another business.

*The Collective members will be informed that we will be very strict with our protocols of behavior in and around the building. We will take all reasonable*

*measures to control the establishment's patrons' conduct so as not to result in disturbances, vandalism, crowd control inside or outside the premises, traffic control problems, cannabis use in public, or creation of a public or private nuisance, or interference of the operation of another business.*

**SBMC §28.80.070.C.9.** That the Storefront Collective Dispensary is likely to have no potentially adverse affect on the health, peace, or safety of persons living or working in the surrounding area, overly burden a specific neighborhood, or contribute to a public nuisance and that the Dispensary will generally not result in repeated nuisance activities including disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passerby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct, or police detentions or arrests.

*SBPCHC will not be a source of adverse affects on the health, peace, or safety of persons living or working in the surrounding area, or overly burdening our neighborhood, or contributing to a public nuisance and that the Dispensary will generally not result in repeated nuisance activities including disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passerby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct, or police detentions or arrests.*

**SBMC §28.80.070.C.10.** That any provision of the Municipal Code or condition imposed by a City issued permit, or any provision of any other local, or state law, regulation, or order, or any condition imposed by permits issued in compliance with those laws will not be violated.

*SBPCHC will not violate any provision of the Municipal Code or condition imposed by a City issued permit, or any provision of any other local, or state law, regulation, or order, or any condition imposed by our permit.*

**SBMC §28.80.070.C.11.** That the Applicant has not made a false statement of material fact or has omitted to state a material fact in the application for a permit.

*The applicant has not made a false statement of material fact or has omitted to state a material fact in the application for this permit.*

**SBMC §28.80.070.C.12.** That the Applicant has not engaged in unlawful,

fraudulent, unfair, or deceptive business acts or practices with respect to the operation of another business within the City.

*The Applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices with respect to the operation of another business within the City.*

# SANTA BARBARA PATIENTS COLLECTIVE & HEALING CENTER

## PATIENT AGREEMENT FORM

*As a qualified patient protected by California Law, Health & Safety Codes §11362.5 and §11362.7, et seq., and in conjunction with California State Senate Bill 420, you are required to read and agree to the following statements to become a member of the Santa Barbara Patients Collective & Healing Center (SBPC&HC): Please read the following statements and initial that you have read and agree to each. Please sign at the bottom of this form verifying that you have read, agree to, and understand each of the statements.*

- \_\_\_\_\_ 1. I hereby affirm that I'm a Santa Barbara County resident and have a California driver's license or identification to prove such.
- \_\_\_\_\_ 2. I hereby declare that I'm a qualified patient under CA H& S Code §11362.5, §11362.7, et seq., and my doctor has recommended and approved my use of medicinal cannabis. As per CA H&S Code §11362.51, I am legally able to use, possess, and cultivate cannabis for medical purposes. I understand that I am allowed to do so through safe and affordable access such as the type provided by SBPC&HC. I therefore, designate SBPC&HC, as my care provider for this purpose. In doing so, I agree to sign and follow all rules and regulations regarding the services provided by SBPC&HC.
- \_\_\_\_\_ 3. I agree to possess my original, or a true and correct copy, of my recommendation when registering with SBPC&HC. I understand that my failing to do so may result in refusal of collective member services.
- \_\_\_\_\_ 4. I hereby confirm and agree that my medicinal cannabis shall not be sold, bartered, traded, exchanged in any other means to any other persons.
- \_\_\_\_\_ 5. I agree to be courteous to all SBPC&HC employees, volunteers, other collective members, etc. I understand that my collective membership is a privilege, which can be revoked at ANY TIME for ANY REASON!
- \_\_\_\_\_ 6. I will NOT solicit, loiter, or litter on or around SBPC&HC premises.
- \_\_\_\_\_ 7. I agree to be respectful to businesses and residences neighboring the SBPC&HC. I agree not to play loud music in or around SBPC&HC premises; and further agree not to DISTURB any businesses neighboring the SBPC&HC.
- \_\_\_\_\_ 8. I understand and agree not to medicate (via smoking or otherwise) in or around SBPC&HC premises.
- \_\_\_\_\_ 9. I hereby agree, appoint and designate SBPC&HC and their representatives, as my true and lawful collective agents for the limited purpose of assisting me in obtaining my legally recommended medicinal cannabis; and as my duly authorized caregiver, to assist me with obtaining my medication. I understand that this means SBPC&HC will be required to purchase, possess, transport and distribute my medication to me as prescribed by my physician and I grant them the limited authority to do so. I further authorize SBPC&HC to enter whatever agreements are necessary with propagators or other medicinal providers to cultivate and prepare medication, edibles and other medicinal cannabis products.
- \_\_\_\_\_ 10. I understand that SBPC&HC has entered into similar agreements with others. I authorize the SBPC&HC to possess the medicinal cannabis and other medicinal cannabis products as described in this agreement jointly with the others who have entered into similar membership agreements with the SBPC&HC.
- \_\_\_\_\_ 11. I hereby declare and understand that my donation covering expenses to SBPC&HC for prescribed medicinal cannabis products are used to ensure the continued operation of the SBPC&HC and that any said donation or transaction in no way constitutes a commercial promotion or sale of any item.
- \_\_\_\_\_ 12. I agree to provide SBPC&HC with all changes in my contact information, diagnosis, or primary physician immediately.

I hereby acknowledge and affirm that I have read, understand and agree to all the terms set forth in this membership agreement. I declare the Santa Barbara Patients Collective & Healing Center as my primary caregiver. I understand the SBPC&HC and/or assignee will grow medical cannabis for me in accordance with State, County and City guidelines. I further understand that there are expenses associated with propagating medicinal cannabis, and I will help cover those expenses. If for any reason I change my physician or address, I will notify the SBPC&HC and/or assignee as soon as possible with the new documentation.

Name (*print*) \_\_\_\_\_

Name (*signature*) \_\_\_\_\_ **EXHIBIT D** \_\_\_\_\_ Date: \_\_\_\_\_

**Santa Barbara Patients Collective & Healing Center**

**PATIENT AGREEMENT FORM**

The information on this form will NOT be provided to any other persons, agencies, organizations or other third parties. There may be a need for the City of Santa Barbara to verify a patient's validity if such a case arises.

Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ ZipCode \_\_\_\_\_

CA Drivers License or ID# \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Phone Number: ( \_\_\_\_ ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Please send me updates and other information via:      US Mail    Email    (please circle one)

Physician's Name: \_\_\_\_\_ Visit Date: \_\_\_\_\_

Physician's Phone Number: ( \_\_\_\_ ) \_\_\_\_\_

*I have read, understand and agree to abide by the guidelines set forth by Santa Barbara Patients Collective & Healing Center (SBPC&HC). I authorize my recommending physician to verify my recommendation with SBPC&HC for the use of medicinal cannabis.*

Patient Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STOP! For SBPC&HC Use only below this line.**

Verify Date: \_\_\_\_\_

Spoke with: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

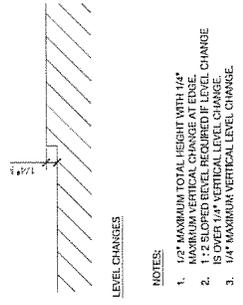
Initials: \_\_\_\_\_

Specific Health Notations: \_\_\_\_\_



NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...

THRESHOLDS / LEVEL CHANGE DETAILS



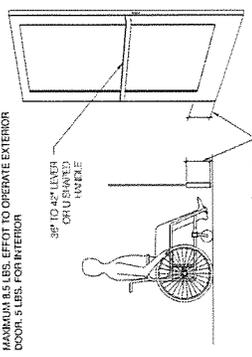
- NOTES:
- 1/2" MAXIMUM TOTAL HEIGHT WITH 1/4" MAXIMUM VERTICAL CHANGE AT EDGE.
  - 1:2 SLOPED LEVEL REQUIRED IF LEVEL CHANGE EXCEEDS 1/4" MAXIMUM VERTICAL CHANGE.
  - 1/4" MAXIMUM VERTICAL LEVEL CHANGE.

ENTRY DOOR DETAILS



DOOR DETAIL:

A BARRROW FRAME WITH A BEVELED TOP EDGE (OR SIDE EDGE) SHALL BE INSTALLED AT THE BOTTOM OF A GLASS DOOR (WITH NO SIDE FRAMES) MAY BE USED IN LIEU OF PROVIDING THE REQUIRED 10-INCH UNINTERRUPTED SURFACE AT THE BOTTOM OF THE DOOR.



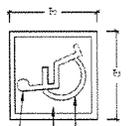
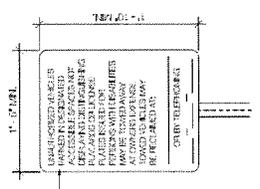
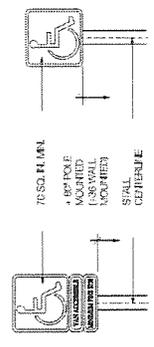
DOOR TYPE:

1. MAXIMUM 10" HIGH SMOOTH SURFACE AT DOOR BOTTOM, EITHER ATTACHED PANEL OR BOTTOM RAIL.

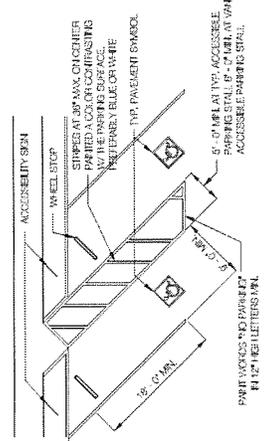
HARDWARE:

2. OPERABLE FROM INSIDE WITHOUT USE OF KEY OR SPECIAL KNOWLEDGE OR EFFORT LEVEL-TYPE DEVICE
3. OPERABLE BY SINGLE EFFORT LEVEL-TYPE DEVICE (NOT REQUIRING CO-OPERATION)
4. MAXIMUM 8.5 LBS. EFFORT TO OPERATE EXTERIOR DOOR, 5 LBS. FOR INTERIOR

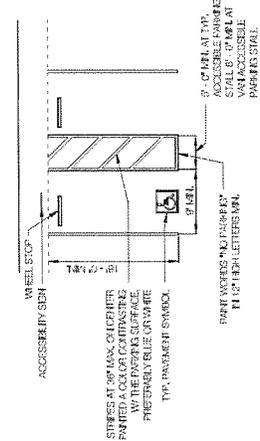
PARKING SPACE SIGNAGE



DIAGONAL PARKING STALL PLAN



SINGLE PARKING STALL PLAN



THRESHOLDS / LEVEL CHANGE DETAILS



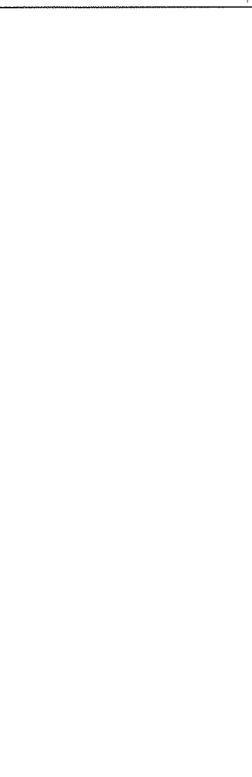
- NOTES:
- 1/2" MAXIMUM TOTAL HEIGHT WITH 1/4" MAXIMUM VERTICAL CHANGE AT EDGE.
  - 1:2 SLOPED LEVEL REQUIRED IF LEVEL CHANGE EXCEEDS 1/4" MAXIMUM VERTICAL CHANGE.
  - 1/4" MAXIMUM VERTICAL LEVEL CHANGE.

ENTRY DOOR DETAILS



DOOR DETAIL:

A BARRROW FRAME WITH A BEVELED TOP EDGE (OR SIDE EDGE) SHALL BE INSTALLED AT THE BOTTOM OF A GLASS DOOR (WITH NO SIDE FRAMES) MAY BE USED IN LIEU OF PROVIDING THE REQUIRED 10-INCH UNINTERRUPTED SURFACE AT THE BOTTOM OF THE DOOR.



DOOR TYPE:

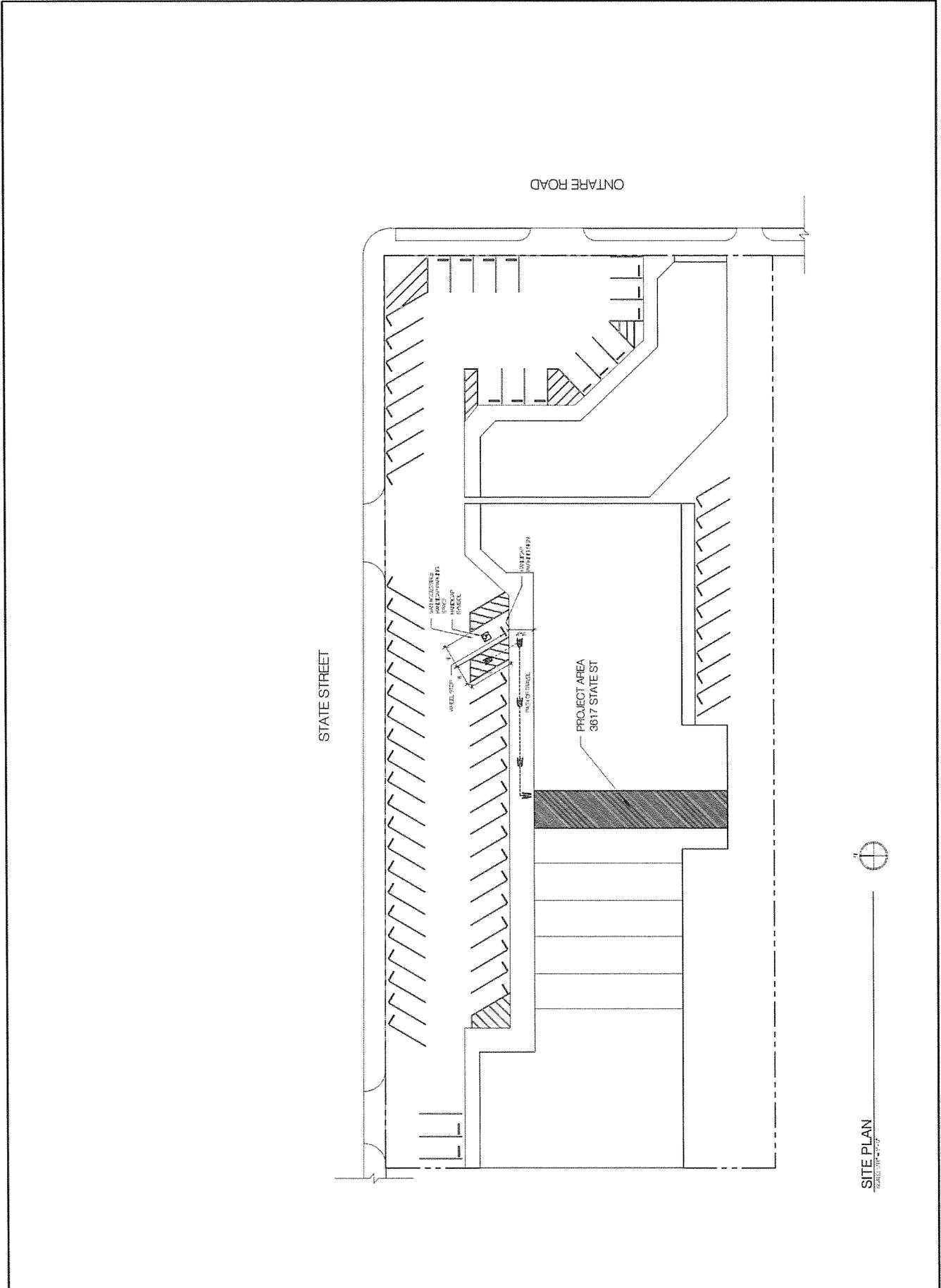
1. MAXIMUM 10" HIGH SMOOTH SURFACE AT DOOR BOTTOM, EITHER ATTACHED PANEL OR BOTTOM RAIL.

HARDWARE:

2. OPERABLE FROM INSIDE WITHOUT USE OF KEY OR SPECIAL KNOWLEDGE OR EFFORT LEVEL-TYPE DEVICE
3. OPERABLE BY SINGLE EFFORT LEVEL-TYPE DEVICE (NOT REQUIRING CO-OPERATION)
4. MAXIMUM 8.5 LBS. EFFORT TO OPERATE EXTERIOR DOOR, 5 LBS. FOR INTERIOR

NO.	DESCRIPTION	DATE
1		
2		
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10		

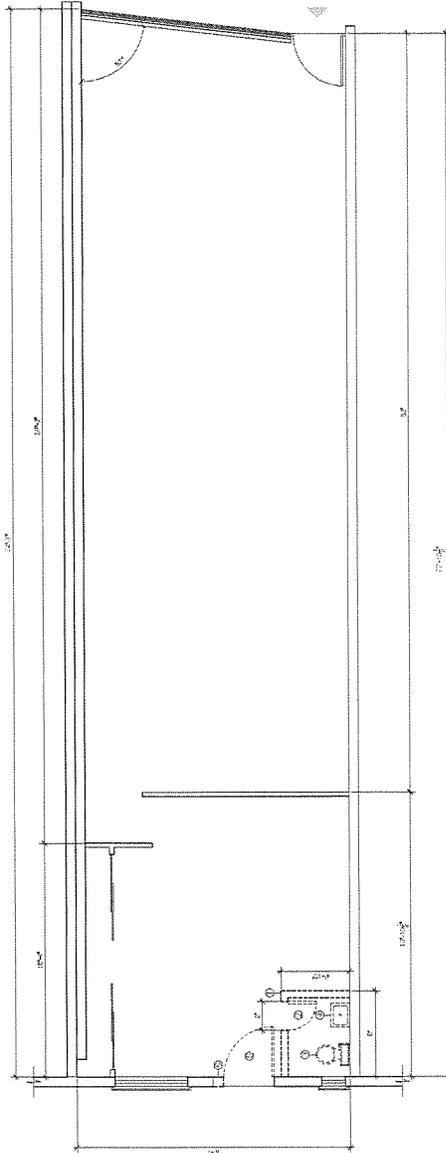
SANTA BARBARA PATIENTS' COLLECTIVE AND HEALING CENTER  
 3817 STATE STREET  
 SANTA BARBARA, CA 93105



SITE PLAN  
 SCALE: 1/8" = 1'-0"

# DEMOLITION NOTES

1. GENERAL CONTRACTOR TO COORDINATE DEMOLITION WITH OWNER/TEHMA PRIOR TO THE START OF WORK.
2. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY AND REMOVE ANY HAZARDOUS MATERIALS ON SITE PRIOR TO PERFORMING ANY DEMOLITION OR CONSTRUCTION.
3. THE DESIGN HAS NOT PROVIDED AN ASSESSMENT OF ASBESTOS. ASBESTOS TESTING AND REMEDIATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF ASBESTOS OR OTHER HAZARDOUS MATERIALS ARE DISCOVERED DURING CONSTRUCTION, ISOLATE THE AFFECTED AREA AND CONTACT THE OWNER FOR FURTHER INSTRUCTIONS BEFORE PROCEEDING.
4. AFTER DEMOLITION IS COMPLETE, PREPARE SUBFLOORS AND OTHER AFFECTED SURFACES AS REQUIRED FOR NEW MATERIALS AND/OR FINISHES.
5. PATCH WALL AND SLAB AS REQUIRED WHERE DEMOLITION OCCURS. FINISH SURFACES TO RECEIVE NEW MATERIALS AND/OR FINISHES.
6. COMPLY WITH APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS PERTAINING TO SAFETY OF PERSONS, PROPERTY AND ENVIRONMENTAL PROTECTION.
7. PROVIDE AND MAINTAIN TEMPORARY AND PERMANENT BARRIAGES, LIGHTING, AND GUARDRAILS AS REQUIRED BY APPLICABLE CODES AND REGULATIONS.
8. IF DEMOLITION IS PERFORMED IN EXCESS OF THAT REQUIRED, RESTORE AFFECTED AREAS AT NO COST TO THE OWNER.
9. REMOVE FROM SITE DAILY AND LEGALLY DISPOSE OF REFUSE, DEBRIS, RUBBERLY, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS.
10. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL LEAVE THE AREA CLEAR AND PREPARED FOR NEW CONSTRUCTION.
11. ERECT & MAINTAIN TEMPORARY BARRIAGES PARTITIONS TO PREVENT THE SPREAD OF DUST, FUMES, AND OTHER BY-PRODUCTS OF THE BUILDING. MAINTAIN THE SEPARATION THROUGHOUT CONSTRUCTION AS NECESSARY.
12. PROTECT IN PLACE, ALL ITEMS NOT SCHEDULED FOR DEMOLITION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEMOLITION OF ALL ITEMS IN THE WAY OF THE PROPOSED CONSTRUCTION, WHETHER OR NOT REQUIRED OR ILLUSTRATED IN THESE DOCUMENTS.
14. IF AREAS NOT SCHEDULED FOR DEMOLITION ARE DAMAGED AS A RESULT OF THE DEMOLITION WORK, THE CONTRACTOR SHALL RESTORE THE AREA TO ITS ORIGINAL CONDITION AT NO COST TO THE OWNER.
15. REFER TO RECONSTRUCTION PLANS, SHEETS FOR ITEMS, IF ANY, SCHEDULED FOR RELOCATION.
16. ITEMS THAT HAVE BEEN SAWCUT FOR REUSE SHALL BE STORED IN A SAFE, DRY, SECURE PLACE WHERE THERE IS NO CHANCE OF DAMAGE TO THE ITEMS.
17. IF TEHMA/OWNER WILL OCCUPY THE FACILITY DURING DEMOLITION, THE CONTRACTOR SHALL MAINTAIN ALL SERVICES OPERATIONAL AND COORDINATE DOWN TIMES WITH THE TEHMA/OWNER PRIOR TO PERFORMING ANY WORK.
18. ALL SYSTEMS, ELECTRICAL, SEWER, WATER, FIRE WATER, GAS, ETC., SHALL REMAIN OPERATIONAL DURING AND AFTER DEMOLITION IF COMPLETE, UNLESS NOTED OTHERWISE OR AUTHORIZED BY THE OWNER OR ARCHITECT.
19. FLOODING APPLICABLE FOR DEMOLITION SHALL BE COVERED BY THE TERMS OF BELOW ASSOCIATED SPECIFICATIONS. FLOODING SHALL BE COVERED BY THE TERMS OF BELOW ASSOCIATED SPECIFICATIONS. FLOODING SHALL ALSO BE DEMOLISHED AS COVERED ABOVE.



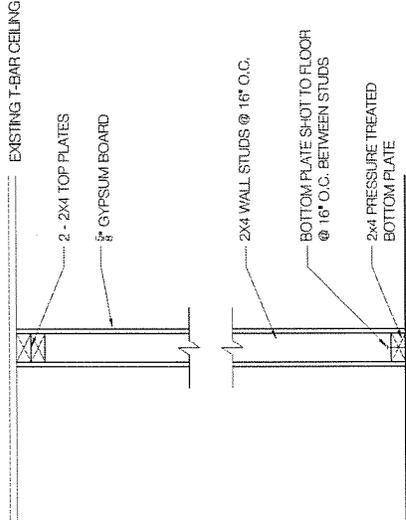
DEMOLITION PLAN  
SHEET 14-1-2



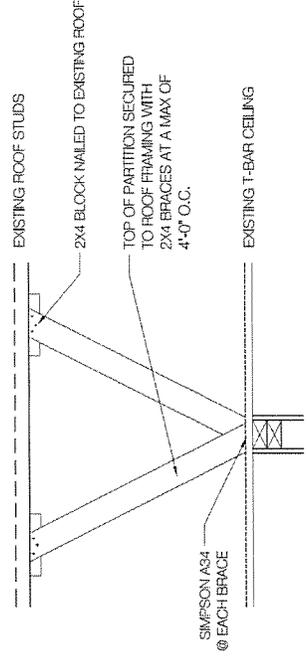
SHEET CONTENTS  
DEMOLITION PLAN

SANTA BARBARA PATIENTS' COLLECTING AND HEALING CENTER  
3017 STATE STREET  
SANTA BARBARA, CA 93105

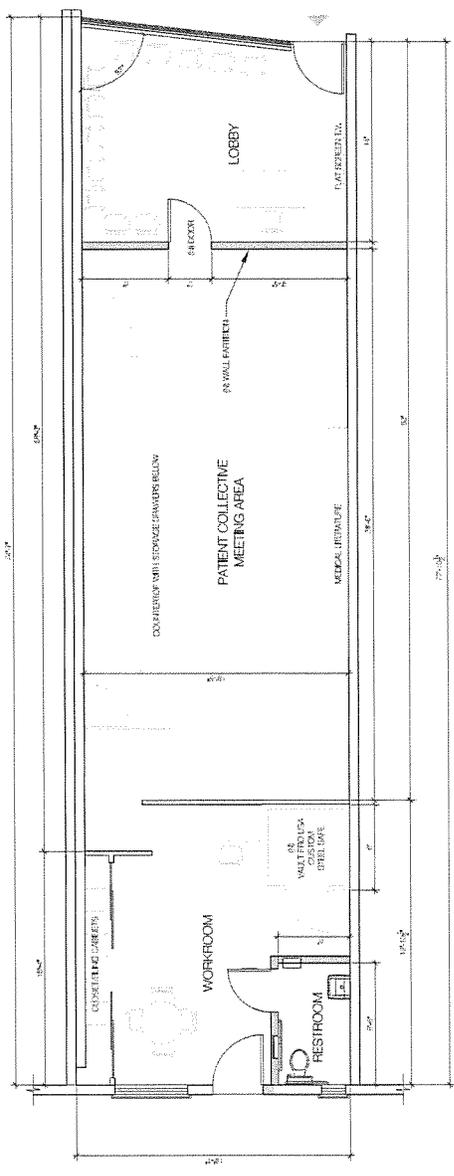
D1



PARTITION WALL DETAIL  
SCALE: 1/4" = 1'-0"



PARTITION WALL BRACING DETAIL  
SCALE: 1/4" = 1'-0"



PROPOSED FLOOR PLAN  
SCALE: 1/4" = 1'-0"

SHEET CONTENTS

NO.	DESCRIPTION
1	PROPOSED FLOOR PLAN & DETAILS
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...

A1.1

SANTA BARBARA PATIENTS' COLLECTIVE AND HEALING CENTER  
3817 STATE STREET  
SANTA BARBARA, CA 93105





**GENERAL NOTES**

1. ALL FINISH WORK SHALL MATCH EXISTING
2. INSTALL NEW BRASS PLUMBING ACCORDING TO LOCAL BUILDING CODES
3. FRESH NEW CONCRETE INSIDE AND OUTSIDE THE RESTROOMS AS NECESSARY.
4. REPAIR ASPHALT WITH HOT ASPHALT PATCH
5. INSTALL NEW FLOOR AND WALL TILE.
6. THE INTERIOR RESTROOM WILL BE FINISHED INCLUDING WOOD TRIM AND ENTRY DOOR.

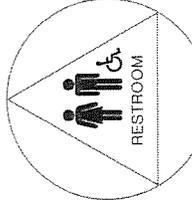
**ADA SIGNAGE SCHEDULE**

KEY	DESCRIPTION	REMARKS	QUANTITY
①	ADA RESTROOM'S WALL SIGN		1
②	RESTROOM'S DOOR SIGN		1

**ACCESSIBLE WALL SIGNAGE**

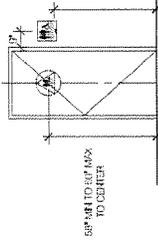


**ACCESSIBLE DOOR SIGNAGE**

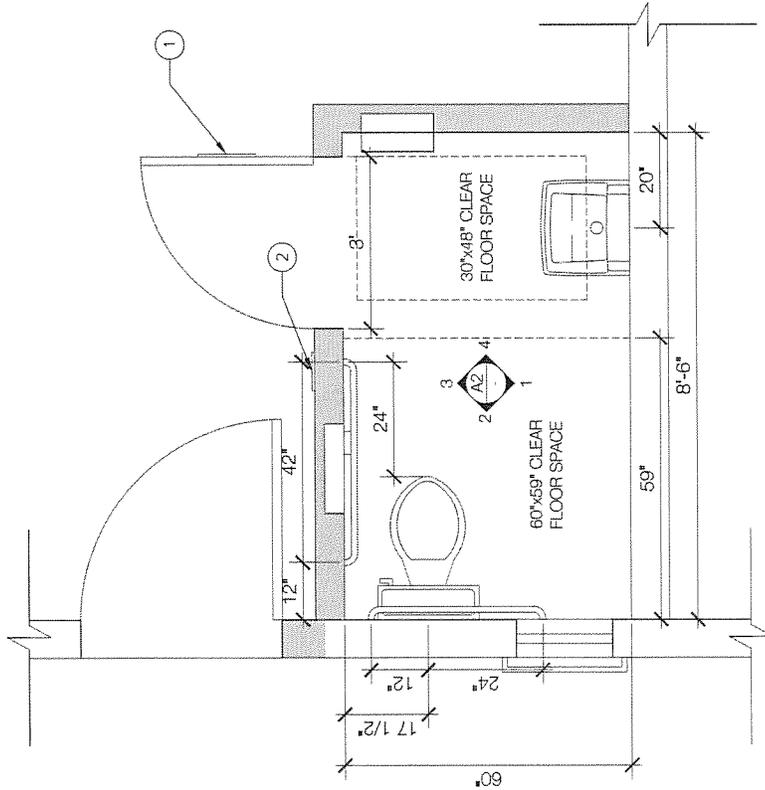


18" MIN. CLEARANCE  
MINIMUM CLEARANCE  
MINIMUM CLEARANCE  
MINIMUM CLEARANCE

**SIGNAGE MOUNTING HEIGHT**



**GRAPHIC SYMBOLS**



**PROPOSED FLOOR PLAN**



SHEET CONTENTS

ENLARGED RESTROOM PLAN

SANTA BARBARA PATIENTS' COLLECTIVE AND HEALING CENTER  
3817 STATE STREET  
SANTA BARBARA, CA 93103

**A4.1**

**GENERAL NOTES**

1. COMPLY WITH APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS PERTAINING TO SAFETY OF PERSONS, PROPERTY AND ENVIRONMENTAL PROTECTION.
2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND CONDITIONS.
3. ALL TOILET ACCESSORIES SHALL BE LOCATED AND MOUNTED TO MEET ALL REQUIREMENTS OF THE ADA AND LOCAL ACCESSIBILITY CODE REQUIREMENTS.
4. CONTRACTOR TO PROVIDE IN WALL BLOTTING FOR ALL TOILET ROOM ACCESSORIES & WALL MOUNTED SINK AS REQUIRED.
5. ALL BASE MUST BE COVE AT BOTTOM (ROUNDED AT TOP WHEN TOP IS EXPOSED).
6. FINISHING STRIPS SCHEDULED FOR REMOVAL SHALL BE CARVED OFF IN WALLS OR BELOW THE FLOOR SLAB WHEN PLUMBING FINISHES ARE SCHEDULED FOR REMOVAL. THE ASSOCIATED FINISH SHALL ALSO BE DEMOLISHED AS OUTLINED ABOVE.
7. AFTER DEMOLITION IS COMPLETE, PATCH WALL & SLAB AS REQUIRED WHERE DEMOLITION OCCURS. PREPARE SURFACES TO RECEIVE NEW MATERIALS AND/OR FINISHES.
8. CONTRACTOR TO PROVIDE MOUNTING DETAIL FOR WATER HEATER FOR APPROVAL FROM BUILDING DEPARTMENT.
9. DOOR DETAIL TO MATCH EXISTING. BRING TILE TO FACE OF DOOR TRIM.
10. EXPOSED PLUMBING PIPES BENEATH LAVATORY SHALL BE INSULATED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP SURFACES OR ABRASIVE SURFACES UNDER THE LAVATORY.

**TOILET ACCESSORIES SCHEDULE**

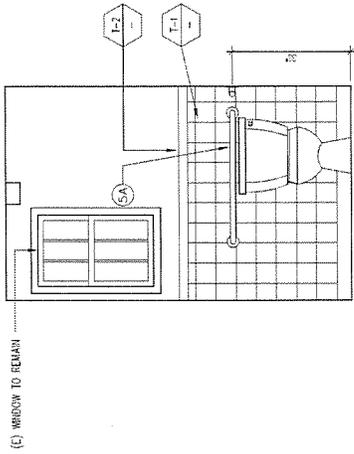
KEY	DESCRIPTION	REMARKS	QUANTITY
1	R-394 RECESSED PAPER TOWEL DISPENSER/ACCESSIBLE TISSUE DISPENSER/WASH RECEPTACLE	40" AFF TO BOTTOM OF DISPENSER	1
2	R-211 SURFACE MOUNTED SOAP DISPENSER	40" AFF TO CENTER LINE	1
3	R-165 24IN WIDER	40" AFF TO BOTTOM OF WIDER	1
4	R-608 1/2 DIA. GRAB BAR WITH SMARTLASE, 180IN. 30"	33" AFF TO CENTER OF BAR	1
5	R-608 1/2 DIA. GRAB BAR WITH SMARTLASE, 180IN. 47"	33" AFF TO CENTER OF BAR	1
6	9-6107 COAT HOOKS	40" AFF MAX TO CENTER OF HOOK	1

**PLUMBING FIXTURE SCHEDULE**

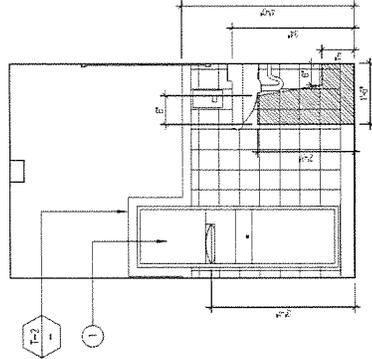
KEY	DESCRIPTION	REMARKS	QUANTITY
1	FLOOR MOUNTED ACCESSIBLE WATER CLOSET	WHITE	1
2	WALL MOUNTED ACCESSIBLE LAVATORY	WHITE	1

**FINISH SPECIFICATIONS**

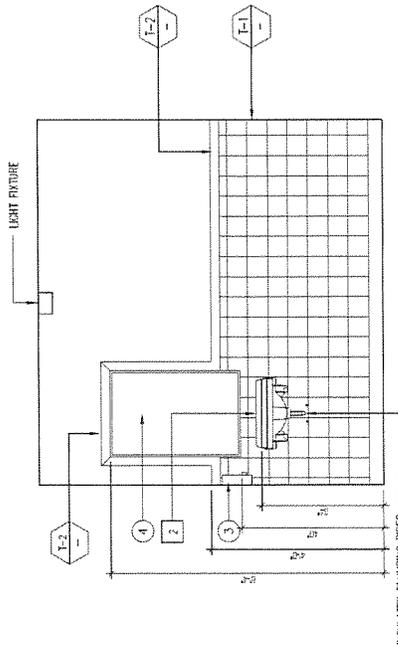
- (A) TILE MANDOCODE: 41"X41" DUALITE, COLOR TBD. GROUT JOINT TO BE MINIMUM, COLOR TO MATCH TILE.
- (B) TILE MANDOCODE: 3"X3" DUALITE, ACCENT STRIP WITH 1/8" COVE FROM CORNER TBD. GROUT JOINT TO BE MINIMUM, COLOR TO MATCH TILE.
- (C) TILE MANDOCODE: 6"X6" DUALITE, COLOR TBD. GROUT JOINT TO BE MINIMUM, COLOR TO MATCH TILE.



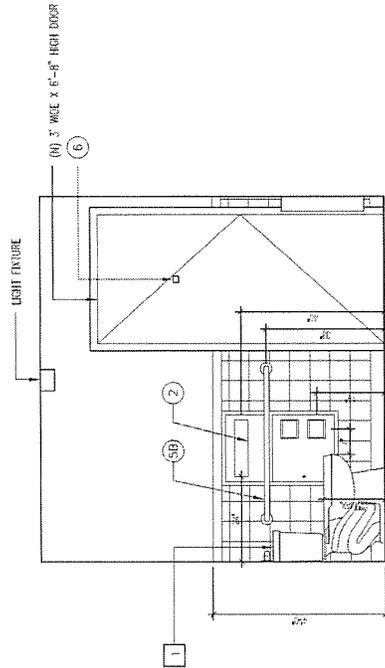
1 ELEVATION - RESTROOM  
SCALE: 1/4" = 1'-0"



2 ELEVATION - RESTROOM  
SCALE: 1/4" = 1'-0"



3 ELEVATION - RESTROOM  
SCALE: 1/4" = 1'-0"



4 ELEVATION - RESTROOM  
SCALE: 1/4" = 1'-0"

