

AGENDA ITEM: 6

MEETING DATE: May 4, 2023

DEPARTMENT: Administration

## **REPORT TO THE CITY COUNCIL**

### **SUBJECT:**

Consideration and Necessary Action on Proposed Second Amendment to Disposition and Development Agreement Between City and Greenbrier LLC.

### **RECOMMENDATION:**

Council to consider offer for Amendment to Disposition and Development Agreement, including gross receipts revenue raising fee percentage adjustment and provide direction to staff concerning development of second amendment to Disposition and Development Agreement.

### **DISCUSSION:**

At its meeting on April 6, 2023, the City Council appointed the City Attorney and City Manager as the committee to negotiate with Greenbrier for adjustment of the gross receipts revenue raising fee provided for by Section 9, subdivision (b) of the Disposition and Development Agreement between the City and Greenbrier LLC.

At the subsequent meeting between the negotiation committee and representatives of Greenbrier, Greenbrier made the tentative proposal (which had not then been approved by the principals of Greenbrier), which is attached as Exhibit A to this Staff Report.

At the City Manager's request, Greenbrier secured the agreement of the owners of Greenbrier LLC to making this tentative proposal as an offer. Thereafter, Greenbrier provided the written proposal addressed to the Council members that is attached as Exhibit B.

Attached as Exhibit C is a true and correct copy of the most recent resolution approving a regulatory permit for Greenbrier LLC which authorizes, subject to specified conditions, the growing of cannabis out of doors. The permit contemplates, and Greenbrier has, in the past, entered into individual "letter agreements" that control the cultivation operation. The last time the City allowed outdoor growing was on July 13, 2022, and the letter agreement was made that is attached as Exhibit D to regulate Greenbrier's activities in this respect. As part of that agreement, Greenbrier agreed to pay a specific sum of money or to pay for equipment for the Police Department totaling something in the



neighborhood of \$170-\$180,000 consisting of \$110,000 cash and the cost of the acquisition of a fully equipped Police Department unit. Accordingly, Greenbrier agreed to pay the amount of approximately \$180,000 for the privilege of cultivation (for a single planting and harvest).

1. Greenbrier's Proposal to Eliminate the Square Footage Revenue Raising Fee.

Greenbrier proposes to eliminate paragraph 9(b)(1) of the Disposition and Development Agreement. Section 9(b) provides for two alternative revenue raising fees, the first of which is a minimum annual fee based upon the square footage of Greenbrier's cannabis operation. Basically, the provision provides for a fee of \$10.00 per square foot for the first 5,000 square feet, \$7 per square foot for the next 5,001 through 20,000 square feet, \$5 per square foot for the next 20,001 through 40,000 square feet and \$2 per square foot for the balance of the square footage covered.

The permit granted to Greenbrier allowing for outdoor growing (Exhibit D) shows square footages of "canopies" which are areas defined by statute where the cannabis operation cultivates cannabis. If one were to compute a square footage price for growing cannabis, covering all of the canopies referred to in the exhibit to the regulatory permit, the amount due would be more than 3.1 million. Greenbrier also proposes to change paragraph 2 of Section 9(b) which, in the existing version of the Agreement is a different revenue raising fee to be applied in the alternative to Section 9(b)(1) of 2% of the gross receipts generated from the commercial cannabis operations but only if that amount is greater than the fee calculated using the formula of (b)(1), that is, the square footage formula. A copy of an invoice based upon the square footage revenue raising fee of Section (b)(1) prepared February 26, 2023 (Exhibit E to this Staff Report), shows the amount calculated per canopy based on the Agreement. Greenbrier's proposal would obviously eliminate the square footage revenue raising fee altogether.

2. Greenbrier's Proposal to Change Section 9(b)(2) the Percentage of Gross Receipts Revenue Raising Fee.

The percentage of gross receipts provision of paragraph (b)(2) would remain as the only revenue raising fee. The proposal with respect to Section 9(b)(2) is to change the percentages based upon the activity involved and includes "2% of gross revenues generated from commercial cannabis cultivation operations that result in biomass and/or meet the definition of affiliated entity as defined in Section 12(c) of the Disposition and Development Agreement. It also provides for 4% of gross revenues generated from direct cannabis flower sales to another state or local licensed cannabis business. Because none of these terms are anywhere defined in the Agreement, it is impossible to know what Greenbrier is proposing relative to 2% of gross receipts from cannabis cultivation operations. Technically, there are no gross receipts generated from cannabis cultivation



operations. The proposal, therefore, is that Greenbrier be allowed to cultivate without charge, and that either 2% is applied to a sale of the cannabis cultivated sold as "biomass" and 4% is applied to sales of "flowers". The 2% and 4% of gross receipts generated from direct commercial cannabis flower sales would be difficult to apply because there simply is no definition in the Agreement as to what is meant by "cannabis flower sales" as opposed to "cultivation operations that result in biomass and/or meet the definition of affiliated entity". The City has no way of knowing if what is sold is biomass or flowers.

Similarly, the 2% of gross receipts generated from manufacturing appears to be meaningless because no sales are generated from manufacturing. The 2% proposed for "distribution" would create an ambiguity because there is no distinction in the contract between distribution to an ultimate customer and sales to a customer from Greenbrier's retail facilities.

Accordingly, if the Council is agreeable to this proposal, it should direct staff to develop a second amendment which precisely identifies all of these fees, what they apply to, and specifically, what does and does not amount to retail sale as opposed to "distribution". From staff's perspective, the offer would make more sense if it were divided between retail and wholesale sales. Including distribution, manufacturing and cultivation appear to be meaningless because gross receipts are simply not generated by manufacturing or cultivation. Further, the City could never determine if cannabis cultivated on site resulted in a sale of "biomass" as opposed to "cannabis flowers". The proposal, as written, creates significant confusion as to how the City is to be compensated for allowing this activity.

Simply put, this Agreement would provide for \$0 in revenue raising fees from activities consisting solely of cultivation or manufacturing and determining the percentage to be applied, the City would need to determine whether what was sold is "flowers" or "biomass". The City does not have the information necessary to make that determination. The City can make a determination relative to what is sold at retail because sales result in sales tax and the City has the information about sales tax generation from all businesses. Including distribution makes the agreement ambiguous. Does 2% apply to a retail sale where sales are made as a result of "Distribution"? That question cannot be answered because the term is not defined.

#### **RECOMMENDATION:**

Council to consider offer for Amendment to Disposition and Development Agreement, including gross receipts revenue raising fee percentage adjustment and provide direction to staff concerning development of second amendment to Disposition and Development Agreement.

**FISCAL IMPACT:**

None.

Prepared by:

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Neal E. Costanzo, City Attorney

# **EXHIBIT A**



1. This Second Amendment shall be for a five (5) year term, commencing April \_\_\_, 2023 and ending April \_\_\_, 2028. (Stays same while negotiations toward a new agreement is reached, if it extends past April 2028.

2. For the term of this Second Amendment, Section 9, subdivision B of the Disposition and Development Agreement is amended to read as follows:

“B. An annual revenue raising fee for the privilege of having the right to conduct commercial cannabis operations in the City (“Revenue Raising Fee”). The Revenue Raising Fee shall be:

1. Eliminate Paragraph

2.(Becomes 1) The Revenue Raising Fee shall equal two percent (2%) of Gross Receipts generated from the commercial cannabis operations conducted on the Property for Manufacturing and Distribution, five percent (5%) of Gross Receipts generated from Retail commercial cannabis operations, two percent (2%) of Gross Receipts generated from commercial cannabis Cultivation operations that result in biomass and/or meet the definition of affiliated entity as defined in section 12(c) of the Disposition and Development Agreement, and four percent (4%) of Gross Receipts generated from direct commercial cannabis flower sales to another state or local licensed permitted cannabis business, or any other person or entity.

3. Developer agrees to pay, and City agrees to accept the Revenue Raising Fee as determined in subsection (B)(2) of this Section 9 above, but in no event shall Developer pay to City less than Five Hundred Thousand Dollars (\$500,000.00) annually during the term of this Agreement.

4. Developer shall not be required to adhere to any security requirement imposed by the City that is not imposed on other business subject to the City’s jurisdiction so long as Developer complies with the requirements imposed by state statute, regulation or law relation to security requirements for facilities housing or selling Cannabis in the state of California.

5. Developer owns two parcels on which it has, with the city’s approval, cultivated Cannabis outdoors, one of which is east of the main facility occupied by Greenbrier, within the developed portion of the city industrial park (the Industrial Park Property) and another, larger parcel which is south and west of the Greenbrier main facility (the Academy Property). Developer will cease cultivation on the Industrial Park Property but will continue cultivation outdoors on the Academy Property. Developers agree that the city and Developer will mutually agree on conditions on the manner of the outdoor cultivation operation that are reasonably designed to reduce or eliminate odor and/or that are necessary for security reasons. The parties agree that Developer has the necessary security in place for an outdoor grow on the Academy Property and that maintenance of what is in place for that purpose is the only security measure

required for that property. Developer agrees to keep the city informed as to when planting and harvest occur, and the parties agree to work cooperatively together to lessen and mitigate any adverse impacts to the City and its inhabitants, including mitigation of odor, as made reasonably necessary by the outdoor cultivation activities of Developer. Developer and city agree that these conditions shall be modified to include the Industrial Park Property upon federal legislation approving state cannabis activity, after a five-year moratorium, or if the city and Developer mutually agree to permit outdoor cultivation of the industrial park property anytime during the term of this Agreement.

# **EXHIBIT B**



April 20, 2023

City of Parlier  
Attn: City Council  
1100 E. Parlier Avenue  
Parlier, CA 93648

RE: Proposal to Amend Development Agreement

Dear honorable members of the council:

After listening to the concerns, questions, and comments from the members of the council, members of the community, and in an effort to cement the solid relationship we've had over the past five years, it is the pleasure of Greenbrier Holdings to present this proposal to you for consideration. We believe over the past several months, negotiations have progressed to a point whereby this proposal is one that is good for the city of Parlier and presents Greenbrier the opportunity to increase the benefits to the community while taking into consideration the state of the industry and the challenging environment cannabis will continue to present over the next several years as it matures.

Our proposal includes the following specific points:

- Five (5) year term regarding specific provisions of the DDA (Section 9)
- Section 9(B)(2): The Revenue Raising Fee shall remain at 2% for Distribution and Manufacturing. The Revenue Raising Fee shall increase from 2% to 5% for Retail. The Revenue Raising Fee for Cultivation will be 2% for biomass or an affiliated entity and 4% for flower to any outside business.
- Section 9(B)(1): The paragraph regarding square footage will be eliminated.
- Section 9(B)(4): Guarantees the city a minimum of \$500,000 annually during the five-year term.
- The security guard requirement will be modified to language consistent with state law.
- Greenbrier will be permitted to engage in outdoor cultivation with assurances to the city of Parlier in the form of a formal agreement to comply with specific conditions that will be agreed upon in further detail and included in any regulatory permit or subsequent amendment to the development agreement. Furthermore, Greenbrier commits to establish a procedure for citizens to directly participate in the odor control process and to address any concerns from the public in an expeditious manner in cooperation with city officials.

We want to thank the city of Parlier and the council for consideration of this proposal and respectfully request that a special meeting be held to discussion and approval of our offer.

Very truly yours,

Marc Garcia

Greenbrier Holdings, LLC

# **EXHIBIT C**



July 13, 2022

Marc Garcia: [marc@greenbrierhldgs.com](mailto:marc@greenbrierhldgs.com)  
G Properties LLC  
GBH Cultivation LLC  
13900-13350 Industrial Drive and  
9225 S. Milton Avenue  
Parlier, CA 93648

**RE: Greenbrier Letter Agreement Concerning Outdoor Cultivation of Cannabis**

Dear Marc:

This will confirm the terms of the agreement we arrived at on July 13, 2022, concerning outdoor cultivation of marijuana by GBH Cultivation LLC (Greenbrier), in 2022.

1. Greenbrier will be planting cannabis in the month of July, 2022, and has committed to having all grown cannabis plants harvested and removed from its property on or before September 30, 2022. It is understood and agreed that it is possible the plants could remain on the property until, no later than October 2, 2022, but only if the need for doing so is conveyed to the City, specifically through the committee established by the City Council, consisting of the Mayor and Mayor Pro Tem on or before September 25, 2022. Any plants remaining on the property after October 2, 2022 shall be done only with the express consent of the committee.

2. Greenbrier has installed "mistlers" for use with an odor reduction solution conforming to safety criteria found in the safety data sheet conforming to CALOSHA standards and which will be operated in accordance with the manufacturer's recommendations to control odor during the growing season and at all times while the plants are located on the property. It is understood and agreed that use of the system takes place during the "flowering" of plants located on the property.

3. When the plants are harvested, they will be promptly removed from the property as harvesting occurs primarily for processing at a different location and following removal, the ground will be disced or plowed.

4. As soon as practicable, Greenbrier will pay to the City the sum of \$110,000 and the cost of acquisition of fully equipped Police Department unit (automobile) both for the benefit of the police department and as part of the ongoing negotiations regarding commitments in the Development Agreement between the City and Greenbrier.



The foregoing conditions shall apply to any outdoor cultivation activities by your company on the property currently used for that purpose and overrides everything relating to the same subject matter appearing in the regulatory permits approved with Resolution No. 2021-27 and 2021-39.

Thank you for your cooperation in connection with the City's attempts to address what became a significant issue in 2021. We would ask that you sign this letter agreement below in the space provided for your signature and return it to me for the City's records. My signature on the letter serves as the City's agreement to these terms.

Agreed and Accepted

CITY OF PARLIER

By   
Sonia Hall, City Manager

G PROPERTIES LLC  
GBH Cultivation LLC

By   
Marc Garcia, Chief Executive Officer

# **EXHIBIT D**

**RESOLUTION 2021-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING  
A CANNABIS REGULATORY PERMIT FOR GBH CULTIVATION, LLC  
AUTHORIZING COMMERCIAL CANNABIS OPERATIONS ON FRESNO CO. APNs  
358-032-58S AND 358-260-24S**

WHEREAS, GBH Cultivation, LLC wishes to construct and operate a commercial cannabis facility ("Project") on currently vacant land on the north and south sides side of E. Industrial Drive east of S. Milton Avenue, said land consisting of Fresno County Assessor's Parcel Nos. (APNs) 358-032-58S and 358-260-24S (Site); and

WHEREAS, the Site is zoned M-1 Industrial, which allows the proposed use subject to City issuance of a cannabis regulatory permit; and

WHEREAS, GBH Cultivation, LLC has submitted an application for such a regulatory permit to authorize outdoor cultivation on the Site; and

WHEREAS, approval of a regulatory permit and a site plan consists of a "lease, permit, license, certificate, or other entitlement for use", and is therefore a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* ("CEQA") and the CEQA Guidelines, California Code of Regulations Section 15000, *et seq.*; and

WHEREAS, as the agency primarily responsible for carrying out or approving said project, the City of Parlier assumes the role of lead agency pursuant to CEQA; and

WHEREAS, the City Council has found that the proposed project is consistent with the land use and policies of the City of Parlier 2010 General Plan Update ("General Plan"), for which an environmental impact report was certified, findings were made, and a statement of overriding considerations was adopted; and

WHEREAS, CEQA Guidelines Section 15183(a) states that projects that are consistent with a general plan for which an environmental impact report was certified shall not require additional environmental review unless it can be shown that there exist project-specific significant effects particular to the project or site; and

WHEREAS, based upon staff preparation of an environmental checklist prepared to identify any potentially significant effects particular to the site or the project and staff's subsequent recommendation, the City Council finds there are no project- or site-specific peculiarities that could result in significant environmental effect not previously identified in the environmental impact report, and therefore the project is statutorily exempt from CEQA under Public Resources Code Section 21083.3; and

WHEREAS, on July 7, 2021 a notice of public hearing was published in *The Business Journal* announcing the project and the opportunity to comment thereon and said notice was also posted at Parlier City Hall; and



WHEREAS, on July 2, 2021 a similar notice of public hearing was mailed to owners of real property within 300 feet of the project site; and

WHEREAS, at a special meeting on July 15, 2021 the Parlier City Council did conduct a public hearing to receive testimony about the project; and

WHEREAS, GBH Cultivation, LLC proposes an operation that is consistent with the City's Cannabis Control Ordinance and the Medicinal and Adult-Use Cannabis Regulation and Safety Act, as both may be amended from time to time; and

NOW, THEREFORE BE IT RESOLVED as follows:

1. The Parlier City Council finds the project to be exempt from further review pursuant to the California Environmental quality Act pursuant to Public Resources Code Section 21083.3.
2. The Parlier City Council approves a cannabis regulatory permit allowing GBH Cultivation, LLC to conduct a commercial cannabis operation subject to the conditions detailed in Exhibit "A" hereto.

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The foregoing resolution was introduced and adopted at a special meeting of the City Council of the City of Parlier held on July 15, 2021 by the following vote to wit:

AYES: Mayor Beltran, Mayor Pro tem Pimentel, Council members Maldonado, S. Rodriguez, and Solorio

NOES: None

ABSENT: None

ABSTAIN: None

  
Deputy City Clerk


  
Hon. Alma Beltran, Mayor

Exhibit "A" to Resolution No. 2021-39  
Greenbrier Cannabis Operations Facility  
APNs 358-032-58S and 358-260-24S

As may be used herein, the words "owner," "operator", and "applicant" shall be interchangeable, excepting when the word is indicated in *bold italics*. In that event, the condition of approval is specific to the entity named.

**Regulatory Permit & Operations**

1. The operation shall comply with all provisions of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and City of Parlier Ordinance No. 2017-03 (Cannabis Control Ordinance) as each may be amended from time to time.
2. Prior to operation, the applicant shall provide a security plan meeting the requirements of the City of Parlier Chief of Police.
3. *Operator* is authorized to conduct the following operations at the facility, as each is defined in the Cannabis Control Ordinance, with respect to both medicinal and adult-use cannabis:
  - a. Nursery
  - b. Cultivation
4. *Operator* shall acquire and maintain a City of Parlier Business license, including payment of applicable business license fees.
5. *Operator* shall pay the requisite revenue raising fee as described in PMC Section 18.55.070(P)(3).
6. *Operator* shall pay the applicable regulatory license fee.
7. Onsite retail sale of cannabis and cannabis products is prohibited. Distribution owned and operated by *operator*, or a common carrier hired by *operator*, shall be permitted to pick up and deliver *operator's* product from the site.
8. General hours of operation shall be between 7:00 AM and 6:00 PM, with the exceptions of 24-hour cultivation operations, onsite security, and delivery/transportation services that may occur outside of normal business hours based on season. If, in the City's determination, after-hours activities become excessive, the *operator* shall convene a meeting with the City to discuss alternatives.
9. Prior to use of any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures, the *operator* shall provide the City of Parlier with ten (10) days' written notice. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.
10. The City will monitor the operation for violations of conditions of approval. Penalty for violation may include but is not limited to warnings, fines, and/or permit revocation.

**General**

11. This premises diagram included in the application materials for Assessor's Parcel Numbers 358-032-58S and 358-260-24S is attached hereto and incorporated herein by reference. Use of the terms "facility" and "operation" refer to the overall development and use of the two above-named parcels. "Eastern component" refers to the portion east of the Consolidated Irrigation District canal. "Western component" refers to the portion west of the Consolidated Irrigation District canal.
12. Use of the sites shall comply with all applicable provisions of the City of Parlier General Plan and the Parlier Municipal Code (PMC), including but not limited to: potable water protection regulations (Chapter 13.30), business licensing requirements (Title 5), and Building Code Standards (Title 15); the Subdivision Ordinance (Title 16); the Cannabis



Exhibit "A" to Resolution No. 2021-39  
Greenbrier Cannabis Operations Facility  
APNs 358-032-58S and 358-260-24S

- Control Ordinance (Chapter 18.55); the regulations of the applicable zone district(s) and other relevant portions of the Zoning Ordinance (Title 18); and the City of Parlier Standard Specifications and Standard Drawings, unless exceptions therefrom are approved by the City Engineer.
13. Use of the sites shall conform to all applicable City requirements for the M-1 Manufacturing Zone District.
  14. Construction drawings as necessary (building and improvement Plans; site, grading, irrigation, and landscaping) shall be submitted to the Community Development Department for review and approval. A building permit shall be acquired prior to start of any construction activities.
  15. The applicant shall provide a grading plan prepared by a CA-licensed civil engineer for the review and approval of the City Engineer.
  16. The applicant shall provide a lighting plan for the review and approval of the City Engineer. All exterior lights shall be shielded or otherwise oriented to prevent disturbance to surrounding or neighboring properties or traffic on abutting rights-of-way.
  17. The applicant shall consult with and shall comply with the requirements of the San Joaquin Valley Air Pollution Control District, including but not limited to compliance with Regulation VIII (Fugitive PM<sub>10</sub> Prohibitions) and Rule 9510 (Indirect Source Review).
  18. The operator shall utilize strains or varieties of cannabis known to produce lower concentrations of odor. At the discretion of the City based on complaints received following the first harvesting cycle, the operator shall install on the site, to the satisfaction of the Community Development Department, one or more types of fragrant herbs, which may include but are not limited to mint, lavender, and rosemary with the intention of masking offsite odors. At the discretion of the City based on complaints received following the second harvesting cycle, the operator shall install on the site, to the satisfaction of the Community Development Department, a qualified form of aerial dispersal system intended to chemically neutralize offsite odors. At the discretion of the City based on complaints received following the third harvesting cycle, the City may require alternative and/or additional mechanisms of odor control.
  19. The applicant shall consult with and shall comply with the requirements of the Fresno County Fire Protection District/CalFire, including but not limited to requirements related to sprinklers, fire hydrants, and fire access.
  20. The developer shall comply with Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.98, 21083.2, and 21084.1 and related statutes regarding regulation of cultural and historical resources that may be discovered on the site.
  21. Following any changes made to the premises diagrams as a result of these conditions or other commentary, correspondence, or official requirement, the applicant shall submit a copy of the final site plan as revised to the Community Development Department for inclusion in the project file.
  22. Prior to issuance of a certificate of occupancy, all conditions of approval shall be verified as complete by the Community Development Department, and any and all outstanding fees shall have been paid. Any discrepancy or difference in interpretation of the conditions between the owner/ applicant/ operator and the Community Development Department shall be subject to review and determination by the City Council.



Exhibit "A" to Resolution No. 2021-39  
Greenbrier Cannabis Operations Facility  
APNs 358-032-58S and 358-260-24S

Site

23. Development of the project site shall be in substantial conformance with the premises diagram included with the project application as incorporated herein, including all facilities on Assessor's Parcel Numbers 358-032-58S and 358-260-24S. The City Planner shall determine the extent to which incremental or minor changes to the site plan, the landscape plan, and/or the operational statement meet this requirement.
24. All above-ground features including but not limited to lighting, fire hydrants, postal boxes, electrical and related boxes, and backflow devices shall be installed outside of the public-right-of-way. All on-site utilities shall be installed underground.
25. Hours of construction shall be limited to 6:00 AM to 7:00 PM, Monday through Saturday.
26. The project shall install temporary gravel filters with minimum one- (1-) inch base rock at each construction entrance, extending across the entire entrance and a minimum of fifty-five (55) feet into the site.
27. Construction debris shall be contained within an on-site trash bin and the project site shall be watered for dust control during construction.
28. As necessary, the applicant shall obtain an NPDES permit from the Regional Water Quality Control Board. The plan shall provide for the mitigation of soil erosion from the project site during the construction and warranty periods and shall be submitted to the City prior to the start of construction.
29. Drainage for the sites shall be accommodated onsite.
30. The fencing at facility perimeter shall be not less than six (6) feet in height nor greater than eight (8) height in height and shall be screened, slatted, or similar to prevent visual intrusion. It may include three (3)-strand barbed wire (oriented inward) and not more than one (1) strand of razor wire and shall be placed on the property line. Other fencing locations and materials, if applicable, shall be subject to approval by the Community Development Department consistent with City of Parlier Standard Drawing Nos. M-3 through M-7.
31. The applicant shall coordinate with Mid Valley Disposal to establish necessary solid waste procedures (i.e., collection days and frequency). Construction of trash enclosures shall comply with City of Parlier Standard Drawing No. M-12, Type "E" or as determined by the City Engineer.
32. The owner/applicant shall comply with all relevant components of the California Building Standards Code and associated trade codes, including but not limited to issues related to restroom facilities, building occupancy limits, and fire prevention and safety.
33. All signage must be approved pursuant to the standards and guidelines of the Parlier Municipal Code prior to installation.
34. The owner/operator of the facility shall be responsible for the ongoing and long-term maintenance of required improvements and landscaping. As required by CA Streets and Highways Code Sections 5600-5630, this shall include curb, and gutter, and planter strip, if present.

Utilities



Exhibit "A" to Resolution No. 2021-39  
Greenbrier Cannabis Operations Facility  
APNs 358-032-58S and 358-260-24S

35. The development shall at all times respect existing or new easements by, for, and between all private and public entities, including but not limited to the City of Parlier and the Consolidated Irrigation District.
36. It shall be the responsibility of the owner/developer to grant easements as necessary for the installation and maintenance of private utilities, including but not limited to: electricity, gas, telephone, and cable television.
37. As necessary, the developer shall work with PG&E for the preparation of a utility plan, subject to review and approval by the City Engineer prior to approval of the improvement plans and prior to the start of construction. All work shall be completed such that no street surface need be reopened for service.
38. The water supply may be taken from a private well to be installed on the site. The applicant shall comply with the requirements of the City Engineer.
39. There shall be no connection to the City of Parlier sanitary sewer system.

Streets

40. Any work within the City of Parlier public right-of-way shall require an encroachment permit.
41. Any broken, damaged, or substandard curb, gutter, or pavement along the project frontages, or any of the above damaged during construction wherever located, shall be removed and replaced as directed by the City Engineer.
42. The applicant shall comply with the requirements of the City Engineer regrading suitable all-weather surfaces for internal circulation as well as for access to the site, including but not limited to the westerly extension of S. Academy Avenue.
43. Drive approaches shall be installed consistent with City of Parlier Standard Drawing No. ST-16.
44. Gates at drive approaches shall either be sliding/rolling or designed to swing into the site and shall be at least as wide as the throat of the drive approach.

Fees

This section does not address fees related to the Regulatory Permit, which are contained within the Ordinance.

45. Owner shall be responsible for payment of any and all outstanding planning, building, plan check, and engineering fees prior to issuance of a certificate of occupancy.
46. Concurrently with submission of improvement and/or building plans, the applicant shall deposit with the City of Parlier funds in an amount estimated by the City Engineer and/or Building Official, respectively, to be sufficient to offset costs to the City for review of such plans. In the event that such funds are not sufficient to cover costs to the City, the City Engineer and/or Building Official, as appropriate, shall contact the applicant to request additional funds, which the applicant shall then deposit with the City.
47. The project is not responsible for payment of City of Parlier Development Impact Fees.
48. The applicant shall be responsible for payment of fees to the Mendota Unified School District and shall provide the City with evidence of payment, or evidence of the District's determination that no payment is required, prior to issuance of a certificate of occupancy.

Exhibit "A" to Resolution No. 2021-39  
Greenbrier Cannabis Operations Facility  
APNs 358-032-58S and 358-260-24S

49. The applicant shall be responsible for payment of Fresno County Regional Transportation Mitigation Fees and Fresno County Public Facilities Impact Fees and shall provide the City with evidence of payment, or evidence of the County's determination that no payment is required, prior to issuance of a certificate of occupancy.



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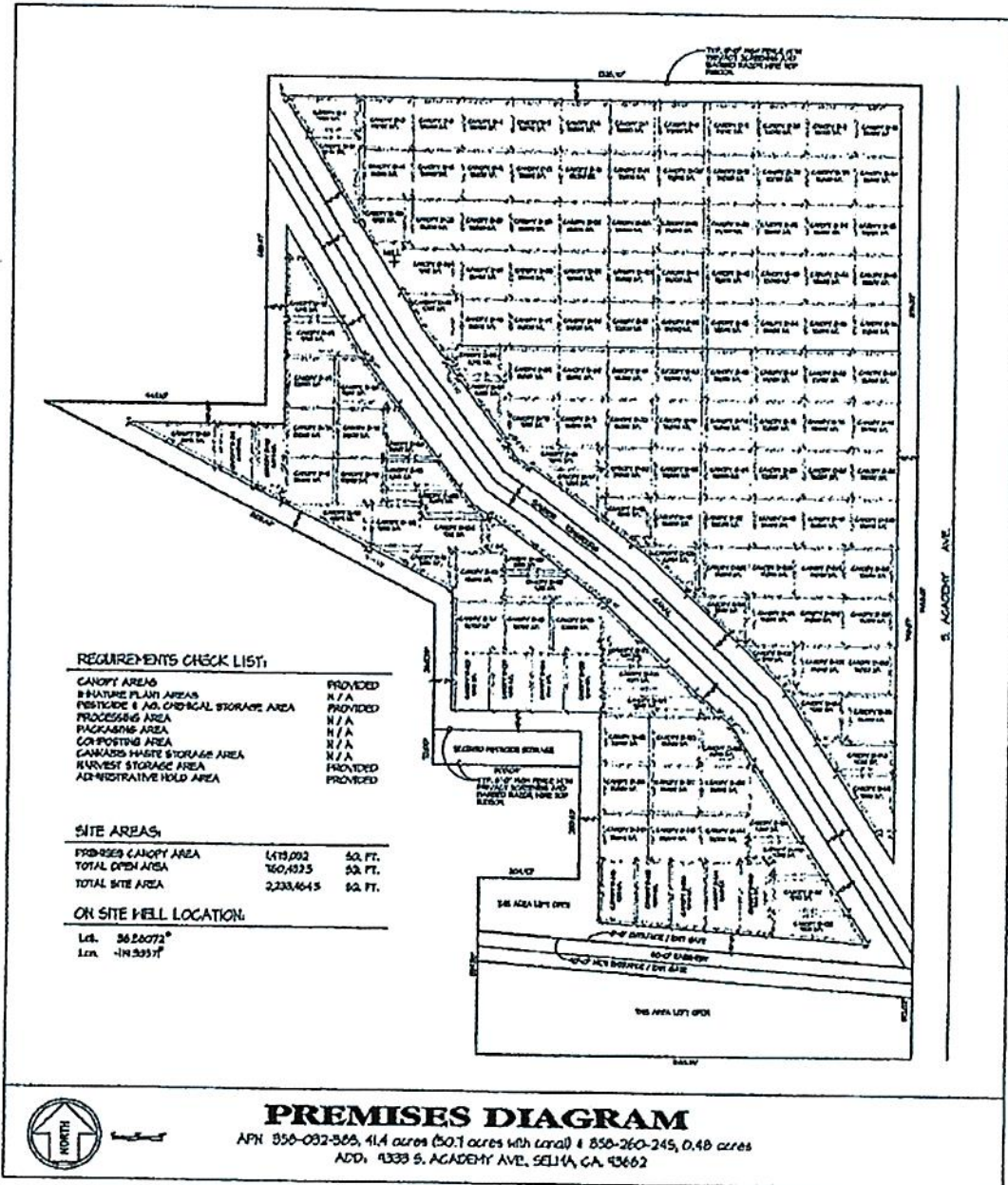
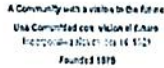


Exhibit "A" to Resolution No. 2021-39  
 Greenbrier Cannabis Operations Facility  
 APNs 358-032-588 and 358-260-245

# **EXHIBIT E**



Invoice Date:	2/26/23
Invoice Number:	1

ATTN: Accounts Payable - Marc Garcia

DATE	DESCRIPTION	Total Sq ft	BALANCE
2/28/2023	Cenopy Premise 1,473,032 sq ft	1,473,032	
	5,000 sq ft	10.00	\$ 50,000.00
	5,001 to 20,000 sq ft	7.00	\$ 104,993.00
	20,001 to 40,000 sq ft	5.00	\$ 99,995.00
	40,001-1,473,032 sq ft	2.00	\$ 2,866,064.00
		TOTAL DUE	\$ 3,121,052.00

Please make your check payable to City of Parlier, 1100 E. Parlier Avenue, Parlier CA, 93648.  
If you have any questions, please call Ellie Velicescu at (559) 646-3546 Ext. 241.  
SUAN OG:

1. A minimum annual fee of ten dollars (\$10.00) per square foot for the first 5,000 square feet for all of Developer's commercial cannabis operations in the City; seven dollars (\$7.00) per square foot for the next 5,001 to 20,000 square feet; five dollars (\$5.00) per square foot for the next 20,001 to 40,000 square feet; and two dollars (\$2.00) per square foot for the next 40,001 square feet or more. The square footage calculation shall be determined by including all portions of the Premises under the control of the Developer or an Affiliate Entity (as defined in Section 12, subsection (C)), and deducting therefrom nursery operations ("Nursery"), which is defined as square footage inhabited by clones, immature plants (non-flowering cannabis plants), seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis), processing ("Processing"), which is defined as activities associated with drying, curing, grading, trimming, storing, packaging, and labeling of non-manufactured cannabis products, driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). The total under-canopy square footage shall be included in the square footage calculation. The term "Canopy" is defined pursuant to MAUCRSA and implementing regulations in existence at the time of execution of this Agreement. In the event Developer or an Affiliate Entity acquires real property in the City in addition to the Property to operate commercial cannabis operations, any additional square footage of the commercial cannabis operations on such additional real property shall be added to the square footage of the Property for purposes of calculating the Revenue Raising Fee pursuant to this subdivision (B)(1). If such additional property is added to the square footage of the then-current Regulatory Permit, Developer shall amend the Regulatory Permit to incorporate