



CITY COUNCIL MEETING

Tuesday, November 07, 2023
Regular Meeting - 6:00 PM
City Hall – City Council Chambers
425 Webster Street, Colusa, CA 95932

AMENDED AGENDA

Two ways to view the meeting: In Person or on Zoom

<https://us06web.zoom.us/j/88039280059>

Zoom: - Passcode: 007745

Or by phone: (669) 444-9171, - Webinar ID: 880 3928 0059

Mayor – Greg Ponciano
Mayor Pro Tem – Julie Garofalo
Council Member – Denise Conrado
Council Member – Ryan Codorniz
Council Member – Daniel Vaca

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS *(The public may comment on items scheduled to be heard during the Closed Session Meeting)*

CLOSED SESSION MEETING – 5:00 PM

- CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6) Agency designated representatives: City Manager Jesse Cain and Ryan Jones, City Attorney. Memorandum of Understandings (MOU's) for:

-Department Heads

- Professional Firefighters Association

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2) One case

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENTS *(The public to address any item of City business NOT appearing on this Agenda. Speakers must limit their comments to three (3) minutes each. Please note that per Government Code Section*

54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda)

CONSENT CALENDAR - All items listed on the Consent Calendar are considered by the Council to be routine in nature and will be enacted by one motion unless an audience member or Council member requests otherwise, in which case, the item will be removed for separate consideration.

1. **Approve** - Council Draft Minutes of October 3 and 17
2. **Receive and File** - Treasurer's September Report
3. **Receive and File** - Fire Department October Report
4. **Receive and File** - Parks, Recreation and Tree Quarterly Commission Report
5. **Receive and File** - Fire Department ARPA fund allocations updated expenditures
6. **Adopt** - Resolution to waive the single-day business license fee for vendors - Christmas Tyme in Colusa event December 1, 2023
7. **Adopt** - Resolution approving the proposal from Moffat & Nichol for conceptual engineering services for the slope repair at the Colusa boat launch facility.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

PUBLIC HEARINGS

8. Consideration of a Resolution of the amendments and updates to Planning Zone Articles 21.5 and 33 concerning Commercial Cannabis and Personal Cannabis

Recommendation: Council to open the Public Hearing and;

Council to adopt the Resolution approving the revisions to the Planning Zoning Articles 21.5 and 33

9. Consideration of an Ordinance to repeal and replace City Ordinance Chapter 12E

Recommendation: Council to open the Public Hearing and;

Council to introduce, read by title only, and waive the full first reading of the proposed Ordinance: An Ordinance of the City Council repealing Chapter 12E of the Colusa Municipal Code entitled "Medical Marijuana Cultivation" and reenacting Chapter 12E to be retitled "Personal Cannabis Cultivation"

10. Consideration adopting a Resolution of the amendments and updates to City Ordinance Chapters 12D and 12F

Recommendation: Council to adopt the proposed Resolution concerning revisions to City Ordinance 12D and 12F.

11. Consideration of a Resolution of the City Council of the City of Colusa approving a Conditional Use Permit/Cannabis Special Use Permit for special planning area #4 located

at the northeast corner of Colusa east of D street (between East Clay Ave and the Sacramento River levee).

Recommendation: Council to open the Public Hearing and;

Council to adopt the Resolution approving a Conditional Use permit/Cannabis Special Use permit for the project.

12. Consideration of a Development Agreement (“D.A.”) in support of cannabis manufacturing uses in the northeast corner of the city, bordered by the Sacramento River on the north, Clay Street on the south and D street on the west in Colusa on property zoned in the Light Industrial (M1) District

Recommendation: Council to open the Public Hearing and;

Council to introduce, read by title only, and waive the full first reading of the proposed Ordinance: An Ordinance of the City Council approving the Development Agreement between the City of Colusa and Colusa Riverbend Estates L.P. and Pomona Rio Property, LLC relative to the operation of a Cannabis Center Business Park located at the northeast corner of the city, bordered by the Sacramento River on the north, Clay Street on the south and D Street on the west in Colusa

COUNCIL CONSIDERATION

13. Consideration of a Resolution approving the proposal from Placer AI.

Recommendation: Council to adopt the Resolution approving the Placer AI Order Form

DISCUSSION ITEMS

2024 Mayors and Council Members Academy (January 24-26, 2004)

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

The Regular Colusa City Council meetings are held the first and third Tuesdays of each month at 6:00 pm in the Colusa City Council Chambers located at 425 Webster Street, Colusa California unless otherwise noted above. Copies of open session agenda packets, which are distributed to the City Council, are on file at the front desk of the City at 425 Webster Street, Colusa, California, and are available for public inspection beginning 72 hours in advance, during normal business hours (7:00 am – 5:00 pm., Monday through Thursday except for City holidays). Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection at the front desk of the City and on the day of the meeting in the Council Chambers.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, persons requiring accommodations for a disability at a public meeting should notify the City Clerk at least 48 hours prior to the meeting at (530) 458-4740 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.

“This institution is an equal opportunity employer and provider”



CITY COUNCIL MEETING

Tuesday, October 03, 2023
 Regular Meeting - 6:00 PM
 City Hall – City Council Chambers
 425 Webster Street, Colusa, CA 95932

MINUTES

CALL TO ORDER – Mayor Ponciano called the meeting to order at 5:03 pm

ROLL CALL - Council Members Conrado, Vaca, Codorniz, Garofalo and Mayor Ponciano were present.

PUBLIC COMMENTS – None.

CLOSED SESSION MEETING – 5:00 PM

- CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6) Agency designated representatives: City Manager Jesse Cain and Ryan Jones, City Attorney. Memorandum of Understandings (MOU's) for:

-Department Heads

- Water/Sewer

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION – Mayor Ponciano stated there was no reportable action.

ROLL CALL – All present.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA – There was council consensus on the approval of the agenda.

PUBLIC COMMENTS – None.

CONSENT CALENDAR - *All items listed on the Consent Calendar are considered by the Council to be routine in nature and will be enacted by one motion unless an audience member or Council member requests otherwise, in which case, the item will be removed for separate consideration.*

1. **Approve** - September 19 Council Draft Minutes
2. **Receive and File** - Finance Department August Report
3. **Receive and File** - August Warrants List
4. **Receive and File** - Treasurer's August Report
5. **Receive and File** - Recology Waste Collection Service rate increases effective Jan.1, 2024

6. **Adopt** - Resolution for Designation of Authorized Representative for a new grant application for the South Wescott Sewer Pump Station.
7. **Adopt** - Resolution to vacate various public utility easements in and around Fremont Street for purposes of construction of the new Colusa County Detention and Treatment Facility

ACTION: Motion by Conrado, seconded by Council Member Vaca to approve the consent items. Motion passed unanimously.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members reported on meetings they each attended.

City Attorney Jones advised council of new law about contractors on projects.

City Manager Cain reported on meetings he attended.

Police Chief Fitch provided updates in his department.

Fire Chief Conley provided updates in his department.

Grant Writer Ash provided updates on grants.

City Engineer Swartz provided updates in the planning department. The new zoning map is on the website.

COUNCIL CONSIDERATION

8. Consideration of Commission Appointment for the Planning Commission vacancy

Applicant Andreotti introduced herself and answered questions from Council.

ACTION: Motion by Council Member Codorniz, seconded by Mayor Pro-Tem Garofalo appointing Sara Andreotti to the Planning Commission to fill the unexpired term. Motion passed 5-0 with the following roll-call vote:

AYES: Codorniz, Conrado, Vaca, Garofalo and Ponciano.

NOES: None.

9. Consideration of the First Amendment of the Development Agreement by and between the City of Colusa and Amarjit Cheema relative to the Colusa Town Center Project

City Manager Cain reported the discussions from the Measure B Committee. Cain stated that this amendment would ensure completion of the Wescott project.

ACTION: Motion by Council Member Vaca, seconded by Council Member Conrado to adopt **Resolution 23-51** approving the First Amendment to the Development Agreement by and between the City of Colusa and Amarjit Cheema relative to the Colusa Town Center Project. Motion passed 4-1 with the following roll-call vote:

AYES: Codorniz, Conrado, Vaca and Garofalo.

NOES: Ponciano.

10. Community Sake Grant Applications, Second Round, to be considered for Fiscal Year 2023/24 approval and disbursement.

Grant Writer Ash reported two options, both were a percentage of the total amount requested. Council and Ash discussed the details.

ACTION: Motion by Mayor Ponciano, seconded by Council Member Codorniz to adopt **Resolution 23-52** for the City of Colusa to issue funding agreements and disbursements to the approved grant applications for **OPTION A**. Motion passed 5-0 with the following roll-call vote:

AYES: Codorniz, Conrado, Vaca, Garofalo and Ponciano.

NOES: None.

11. Consideration of a Resolution to approve the Bid submitted by California Engineering Company, Inc. for the Construction Management of the Walnut Ranch Sewer Main Line and Services and Sewer Abandonment Project.

City Manager Cain reported only one proposal was received.

ACTION: Motion by Vaca, seconded Mayor Pro-Tem Garofalo to adopt **Resolution 23-53** approving the proposal and bid received by California Engineering Company, Inc. for the Construction Management of Walnut Ranch Sewer Main Line and Services and Septic Tank Abandonment Project. Motion passed 5-0 with the following roll-call vote:

AYES: Codorniz, Conrado, Vaca, Garofalo and Ponciano.

NOES: None.

FUTURE AGENDA ITEMS

ADJOURNED at 6:52 pm

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



CITY COUNCIL MEETING

Tuesday, October 17, 2023
 Regular Meeting - 6:00 PM
 City Hall – City Council Chambers
 425 Webster Street, Colusa, CA 95932

MINUTES

ROLL CALL Mayor Pro-Tem Garofalo called the meeting to order at 6:03 pm

ROLL CALL - Council Members Codorniz, Conrado, Vaca, Codorniz, Garofalo and Mayor Ponciano were present.

PUBLIC COMMENTS – None.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA – There was council consensus on the approval of the agenda.

PUBLIC COMMENTS – Citizen Kelley requested an update on the mushroom plant odor.

PRESENTATION

“October Domestic Violence Awareness Month” proclamation was read by Mayor Pro-Tem Garofalo. Casa de Esperanza representative was not in attendance.

CONSENT CALENDAR - All items listed on the Consent Calendar are considered by the Council to be routine in nature and will be enacted by one motion unless an audience member or Council member requests otherwise, in which case, the item will be removed for separate consideration.

1. **Receive and File** - September Warrants List
2. **Receive and File** - Finance Department September report
3. **Receive and File** - Property Tax newsletter
4. **Adopt** - Resolution accepting interest in real property conveyed by parcel map which was recorded on January 26th, 2022 Book 7.99, Pages 1,2, in the County of Colusa Recorders Office
5. **Adopt** - Resolution approving the new city planner position job description and pay scale.

ACTION: Motion by Council Member Conrado, seconded by Council Member Vaca to approve the consent items. Mayor Pro-Tem Garofalo asked if there were any public comments before roll-call vote.

PUBLIC COMMENTS: Treasurer Kelley requested Item 1 be pulled. Mayor Pro-Tem Garofalo concurred and pulled Item 1.

ACTION: Motion by Council Member Conrado, seconded by Council Member Codorniz to approve Items 2-5 of the consent calendar. Motion passed unanimously.

Item 1 Discussion: City Treasurer Kelley discussed two expenditures and the following policies and procedures. Staff and council discussed each expenditure. City Attorney Jones clarified the dollar amount was within the City Manager's spending authority and did not need to go before the council. However, moving forward, recommended a contract for services.

ACTION: Motion by Council Member Codorniz, seconded by Council Member Vaca to approve Item 1 of the consent calendar. Motion passed unanimously.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members reported on meetings they each attended.

City Manager Cain discussed a possible purchase of live tracking to help with Economic Development. The cost is \$15,000 and he would like to try it for one year. He explained how the data could assist businesses with their goals. In regard to the Code Enforcement position, Cain stated the selected applicant will begin employment on November 1st.

Finance Director Aziz-Khan provided updates in her department.

Police Chief Fitch provided updates in his department.

Fire Chief Conley provided updates in his department.

City Engineer Swartz provided updates in his department.

DISCUSSION ITEMS

Noise Ordinance - City Attorney Jones revised the Noise Ordinance which is in draft form. He will forward this to all council members for their review.

Animal Ordinance – City Manager Cain will send all council members the Ordinances from Marysville and Williams to review and suggested they review the current City of Colusa's Municipal Code.

Measure B Committee made a recommendation for the council to distribute 70% to Streets Department, 13% to Parks, 13% to Trees, 2% to the Police Department, and 2% to the Fire Department on a fiscal year. Cain stated plans would be brought back to the committee and then to council.

FUTURE AGENDA ITEMS

Cannabis Ordinance

Greenleaf update

Mushroom Plant odor update

ADJOURNED at 7:02 pm

JULIE GAROFALO, MAYOR PRO-TEM

Shelly Kittle, City Clerk



CITY OF COLUSA
425 Webster Street
Colusa, CA 95932
(530) 458-4941
Fax: (530) 458-8674

ITEM FOR NOVEMBER 7, 2023

To: Colusa City Council Members

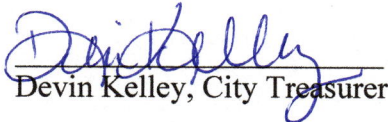
Re: Treasurer's Report for month ending September 2023

Please find the attached financial reports for your review. Based on the information provided to me by the finance department, this report represents the financial record as of September 30, 2023.

I have included a summary below:

Bank Balance as of September 30, 2023	\$6,620,986.82
Outstanding payables	(37,521.34)
LAIF Balance as of September 30, 2023	10,938,540.43
Petty Cash	500.00
Total Balance as of September 30, 2023	<u>\$17,522,505.91</u>

Respectfully submitted,


Devin Kelley, City Treasurer

**CITY OF COLUSA, CALIFORNIA
BANK RECONCILIATION
FOR THE MONTH SEPTEMBER 2023**

Item 2.

Bank Records:

Wells Fargo Bank Balance - September 30, 2023	\$ 6,620,986.82
Wells Fargo Escrow Account Balance - September 30, 2023	-
 ADD / SUBTRACT:	
Outstanding Accounts Payable	(32,693.65)
Outstanding Payroll Payable	(4,827.69)
Reconciling Items:	-
<hr/>	
Reconciled Checking Balance - Wells Fargo Bank - September 30, 2023	6,583,465.48
LAIF Balance - September 30, 2023	10,938,540.43
Petty Cash Balance - September 30, 2023	500.00
<hr/>	
Total Reconciled Bank Balances - September 30, 2023	<u><u>\$ 17,522,505.91</u></u>

City Records (Post Journal Entries):

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 6,588,843.04
10995 - LAIF	10,938,540.43
10100 - Petty Cash	500.00
<hr/>	
Total Checking and LAIF	\$ 17,527,883.47
 ADD / SUBTRACT:	
Credit Card Deposits in MOMS - Not In Bank	(6,719.27)
Rec.Desk not posted - In Bank	1,013.70
Credit card Pmt	328.01
Cash draw to cover check # 19065	0.00
<hr/>	
Total Reconciled Book Balance - September 30, 2023	<u><u>\$ 17,522,505.91</u></u>

COLUSA CITY FIRE DEPARTMENT

Item 3.

Monthly Report, October 2023

Logan Conley, Fire Chief

Emergency Response Data

Emergency Dispatched Calls:	56 - Code 3 emergency responses
BLS Transports by Fire Dept.	2 - Transported by BLS Alternate Transport 571
Public Inquiries, Contacts:	180 - public contacts pertaining to Fire/Life Safety/Prevention
Emergency Response Hours:	168 - personnel response hours
Mutual/Auto Aid Responses:	3 - Provided by Colusa Fire 1 - Received by Other Fire Agencies
Strike Team Requests Filled:	36 hour pre-position assignment for fire weather standby.

Meeting Attended

Fire Department Monthly Staff Meeting
3 Fire Department Meeting (Volunteer Members and Staff Members)
City Council Meetings and Department Head Staff Meetings

Fire Prevention

Inspections Performed	3 - new construction inspections 5 - Occupancy Inspections 1 - Care Facility Inspections
Plan Reviews Performed	2 - plan reviews
Abatement Complaints	Abatement will continue for the year as needed
Other Prevention Activities	Fire Prevention activities at colusa schools and station tours

Overtime October

Training / Required Meetings	16 hours , training and required staff meeting for survey follow up and shift changes.
Vacation Coverage / vacant shift cover	0 hours , vacation cover hours
Emergency Response	24 hours . Mutual aid responses increased total hours for the pay period

COLUSA CITY FIRE DEPARTMENT

Item 3.

Monthly Report, October 2023

Logan Conley, Fire Chief

Training Activities

8 - Department Wide Trainings (Department trainings are held every Wednesday from 6pm to 9pm)
Daily Recruit training for new Volunteer firefighters.

Volunteer trainings have been more productive having 2 shift personnel. The extra person on shift has increased their ability to train when new recruits come in during the week. Our volunteers have been encouraged to come in when they have time regardless of the day of the week.

Fire Apparatus

Chief Unit 570	In Service
BLS Transport 571	In Service
BLS Transport 572	In Service
Type 1 Engine 551	In Service - Repairs and service needed, working on repair schedule
Type 2 Engine 552	Out of service for extensive repairs. Repairs were made by Riverview International. Engine is in the process of being placed back in service.
Type 3 Engine 553	In Service - Needs minor repair to air lines.
Type 6 Engine 556	In Service -

Department Projects and Volunteer Association Activities

Fire Department projects:

1. Arpa purchases and inventory of equipment, we have received the order of new hand held radios and computer hardware for our dispatch / radio traffic recorder, and Wildland PPE.
2. Participated in the Colusa School District Active Threat Training "ALICE".

**Quarterly Commission Report
Parks Recreation and Tree Commission**

Covering Dates from January, April, July, October 2023

Preparation Date October 28, 2023

Prepared By: Madison Martin

Meeting Dates	01/10/2023	04/11/2023	04/19/2023	07/17/2023	08/08/2023	10/10/2023
Commissioners						
Elizabeth Yerxa	P	P	P	P	P	P
Leslie Poland	A	P	P	P	A	P
Thomas Roach	P	P	P	P	P	P
Cynthia White	P	P	P	P	P	P
Patty Hickel	P	P	P	P	A	P
Jamie Davis- Meyer	P	P	P	P	P	P
Madison Martin	P	P	P	P	P	P

Please indicated attendance by: P –present and on time, L –present but late, A –absent

Actions Taken (Please list all actions taken, recommendations made, ongoing discussions):

Meeting of 01/10/2023

- 1.) Topic: Approval of Previous Minutes. Action: Approved Minutes
- 2.) Topic: Certificate of Appreciation for Joesph Berger, No Action
- 3.) Topic: State of the Parks Report, No Action
- 5.) Topic: Heritage Tree Program Update, Discussion

Meeting of 04/11/2023

- 1.) Topic: Appointments for Chair, Vice Chair, and Secretary. Action: Approved
Appointments. Elizabeth Yerxa, Chair. Leslie Poland, Vice Chair, Madison Martin, Secretary
- 2.) Topic: Approval for January Minutes, Action: Approved
- 3.) Topic: State of the Parks Report, No Action
- 5.) Topic: Heritage Tree Program Update, Discussion of New Tree Vendor

Meeting of 04/19/2023

- 1.) Topic: ARPA spending plan. Discussion of recommendation for ARPA funds
-

Meeting of 07/17/2023

- 1.) Topic: Approval of Previous Minutes. Action: Approved Minutes
- 2.) Topic: State of the Parks Report No Action

3.) Topic: Status of Summer Recreation Programs **Discussion**

4.) Topic: Trees for tomorrow, **Discussion**

Meeting of 08/08/2023

1.) Topic: Trees for Tomorrow, **Discussion**

Meeting of 10/10/2023

1.) Topic: State of the Parks Report, **No Action**

2.) Topic: Trees for Tomorrow, **Discussion**

3.) Topic: Update on Parks Funding, Measure B, Grants, **Discussion**

5.) Topic: Update on Splash Pad, **Discussion**



City of Colusa, California

STAFF REPORT

DATE: 11-07-2023
TO: Mayor and Members of the City Council
FROM: Logan Conley, Fire Chief

AGENDA ITEM: City of Colusa Fire Department **ARPA** Fund Expenditures Update

Recommendation: Council to review updated expenditures regarding the Fire Department **ARPA** fund allocations.

BACKGROUND ANALYSIS: For “transparency” and to rectify recent discussions regarding the process for spending allocated ARPA funds, I am providing the Council with a full update on the Fire Department's ARPA fund expenditures.

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Receive and File

ATTACHMENT: ARPA budget and all ARPA Itemized Invoices

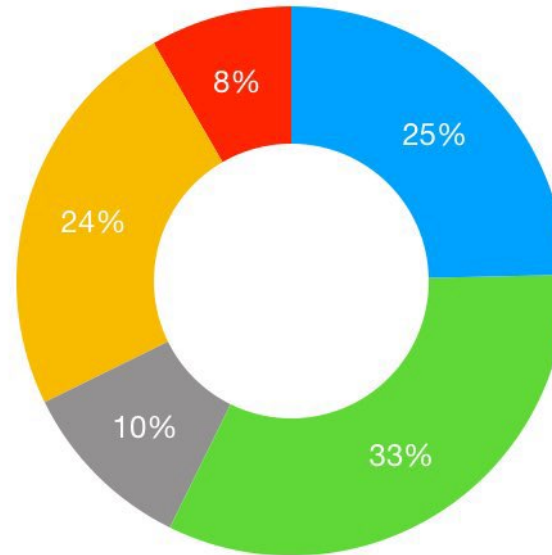
Budget

Money In	
ARPA FUND	\$315,145
Additional income	\$0
Total income	\$315,145

Money Out	
EXTRICATION / FIRE EQUIPMENT	\$62,656
STRUCTURE PPE	\$83,024
WILDLAND PPE / SHELTERS	\$26,572
MOBILE RADIOS / PAGERS	\$60,861
EXACOM DISPATCH COMPUTER&INSTALL	\$21,214
AEDS - NOT ORDERED YET	\$0
Total expenses	\$254,327

Money Left Over	
Income minus expenses	\$60,818

Money Out



- EXTRICATION / FIRE EQUIPMENT
- STRUCTURE PPE
- WILDLAND PPE / SHELTERS
- MOBILE RADIOS / PAGERS
- EXACOM DISPATCH COMPUTER&INSTALL
- AEDS - NOT ORDERED YET



Cascade Fire Equipment
 PO Box 4248
 Medford OR 97501
 United States
<https://cascadefire.com/>
 (800) 654-7049

Invoice
SO14927
 07/25/2023

Bill To
 Colusa Fire Department
 750 Market Street
 Colusa CA 95932
 United States

Ship To
 Colusa Fire Department
 750 Market Street
 Colusa CA 95932
 United States

PO #	Shipping Method	Sales Rep	Terms	Memo
ARPA CFD 500	UPS® Ground	Kevin Trent	Net 30	

Item	QTY	Rate	Amount
IS320LB Amkus IS320LB Spreader Lighted Handle (Tool Only)	1	\$13,385.00	\$13,385.00
ICT716LB ICT716 COMBI (Tool Only)	1	\$12,750.00	\$12,750.00
K-CHAIN24-30 Amkus Chain Pkg Quick Adjust AMK-24/30CRT, ION Spreaders	1	\$949.00	\$949.00
KS0029-KIT Amkus Extended Reach Tips - AMK-24, AMK-30CRT & ION Spreaders (1 Pair)	1	\$1,025.00	\$1,025.00
BATT9-AMZ Dewalt 60V BATTERY (9/3 AMP-HR)	10	\$275.00	\$2,750.00
ICHRG-4FAST ION FLEXVOLT BATTERY CHARGER - 120V (4 Bay Fast Charger)	2	\$370.00	\$740.00
IC700LB Amkus IC700 Cutter (Tool Only)	1	\$11,975.00	\$11,975.00
DCCS677Z1-HD Dewalt 60V 20" Chainsaw Kit w/ Carry Case & (1) 5Ah Battery w/ Charger	1	\$649.00	\$649.00
AC-213 Set (Pair), AC-13 Auto Crib-IT (Gold)	1	\$1,124.00	\$1,124.00
AC-217 Set (Pair), AC-17 Auto Crib-IT (Red)	1	\$1,378.00	\$1,378.00
11884 SuperVac 18" PPV, 2x 12 Ah Bat., 2x AC Chargers, Shore Power (Dewalt Flex Volt Battery)	2	\$5,445.00	\$10,890.00

Subtotal	\$57,615.00
Shipping Cost	\$0.00
Tax Total (%)	\$5,041.31
Total	\$62,656.31

DUNS# 13-196-8901 FEI#93-0883255
 CALIF. CORPORATE TAX NO. 1627970 CF4EC
 CALIF. SALES TAX EXEMPT NO. SR-S-JHG-97-127983



SO14927



Cascade Fire Equipment
 PO Box 4248
 Medford OR 97501
 United States
<https://cascadefire.com/>
 (800) 654-7049

Invoice
SO14957
 07/27/2023

Bill To
 Colusa Fire Department
 750 Market Street
 Colusa CA 95932
 United States

Ship To
 Colusa Fire Department
 750 Market Street
 Colusa CA 95932
 United States

PO #	Shipping Method	Sales Rep	Terms	Memo
ARPA CFD 500	UPS® Ground	Kevin Trent	Net 30	

Item	QTY	Rate	Amount
82087-C Coat, Tech Rescue Energy Coat RDG-TR20	4	\$760.00	\$3,040.00
82087-P Pant, Tech Rescue Energy Coat RDG-TR20	4	\$450.00	\$1,800.00
76188-C Turnout, Innotex CFE-Spec Two Tone-Coat	15	\$1,880.00	\$28,200.00
76188-P Turnout, Innotex CFE-Spec Two Tone-Pant	15	\$1,215.00	\$18,225.00
50240S Dex-Pro Glove, Small	2	\$120.00	\$240.00
50240M Dex-Pro Glove, Medium	3	\$120.00	\$360.00
50240L Dex-Pro Glove, Large	8	\$120.00	\$960.00
50240XL Dex-Pro Glove, X-Large	6	\$120.00	\$720.00
50240XXL Dex-Pro Glove, Xx-Large	1	\$120.00	\$120.00
50157 Hood, Med/Lg Innotex Gray 25	20	\$140.00	\$2,800.00
B-LTH-142C71231 N6A, Houston, Standard Bend, White.LG,traditional bourkes, stateen liner w/ jumbo nomex black earlaps, 6- carved brass eagle , 2-pt w/quick release & postmans slide, scotchlite L/Y	1	\$2,020.00	\$2,020.00
B-LTH-122C71231 N6A, Houston, Standard Bend, Red.LG,traditional bourkes, stateen liner w/jumbo nomex black earlaps, 6- carved brass eagle , 2-pt w/quick release & postmans slide, scotchlite L/Y	1	\$2,020.00	\$2,020.00
B-LTH112C71231 N6A, Houston, Standard Bend, Black.LG,traditional bourkes, stateen liner w/ jumbo nomex black earlaps, 6- carved brass eagle , 2-pt w/quick release & postmans slide, scotchlite L/Y	3	\$2,020.00	\$6,060.00

DUNS# 13-196-8901 FEI#93-0883255
 CALIF. CORPORATE TAX NO. 1627970 CF4EC
 CALIF. SALES TAX EXEMPT NO. SR-S-JHG-97-127983



SO14957



Cascade Fire Equipment
 PO Box 4248
 Medford OR 97501
 United States
<https://cascadefire.com/>
 (800) 654-7049

Invoice
SO14957
 07/27/2023

Item	QTY	Rate	Amount
C-TRD71B1A122100 Helmet, 1044 Black, Defender Visor Clear, Economy Flannel Headliner, Black Nomex earlaps, 6" Carved Brass Eagle, 2-PT w/quick Release & Postmans slide chinstrap, Reflexite trim L/Y	10	\$410.00	\$4,100.00
RKD0087M11.5 Rocky Code Red Structure Boot 11.5 Med	2	\$340.00	\$680.00
RKD0087M11 Rocky Code Red Structure Boot 11 Med	2	\$340.00	\$680.00
RKD0087M6 Rocky Code Red Structure Boot 6 Med	2	\$340.00	\$680.00
RKD0087W13.5 Rocky Code Red Structure Boot 13.5 Wide	1	\$340.00	\$340.00
RKD0087M10.5 Rocky Code Red Structure Boot 10.5 Med	1	\$340.00	\$340.00
RKD0087M7.5 Rocky Code Red Structure Boot 7.5 Med	1	\$340.00	\$340.00
RKD0087W12 Rocky Code Red Structure Boot 12 Wide	1	\$340.00	\$340.00
RKD0087M9.5 Rocky Code Red Structure Boot 9.5 Med	1	\$340.00	\$340.00
RKD0087W12.5 Rocky Code Red Structure Boot 12.5 Wide	2	\$340.00	\$680.00
RKD0087W11.5 Rocky Code Red Structure Boot 11.5 Wide	1	\$340.00	\$340.00

Subtotal	\$75,425.00
Shipping Cost	\$1,000.00
Tax Total (%)	\$6,599.69
Total	\$83,024.69

DUNS# 13-196-8901 FEI#93-0883255
 CALIF. CORPORATE TAX NO. 1627970 CF4EC
 CALIF. SALES TAX EXEMPT NO. SR-S-JHG-97-127983



SO14957



Cascade Fire Equipment
 PO Box 4248
 Medford OR 97501
 United States
<https://cascadefire.com/>
 (800) 654-7049

Invoice
SO14948
 07/27/2023

Bill To
 Colusa Fire Department
 750 Market Street
 Colusa CA 95932
 United States

Ship To
 Colusa Fire Department
 750 Market Street
 Colusa CA 95932
 United States

PO #	Shipping Method	Sales Rep	Terms	Memo
ARPA CFD 500	UPS® Ground	Kevin Trent	Net 30	

Item	QTY	Rate	Amount
50197Y48C5Y Coat, Brush Nomex Ylw 48 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA +4" on sleeves			
50197Y48C5Y Coat, Brush Nomex Ylw 48 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA			
50197Y40C5Y Coat, Brush Nomex Ylw 40 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA -4" on trunk			
50197Y40C5Y Coat, Brush Nomex Ylw 40 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA			
50197Y42C5Y Coat, Brush Nomex Ylw 42 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA			
50197Y52C5Y Coat, Brush Nomex Ylw 52 W/2" L/Y Trim	1	\$380.00	\$380.00

DUNS# 13-196-8901 FEI#93-0883255
 CALIF. CORPORATE TAX NO. 1627970 CF4EC
 CALIF. SALES TAX EXEMPT NO. SR-S-JHG-97-127983





Cascade Fire Equipment
 PO Box 4248
 Medford OR 97501
 United States
<https://cascadefire.com/>
 (800) 654-7049

Invoice
SO14948
 07/27/2023

Item	QTY	Rate	Amount
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA -4" on trunk			
50197Y36C5Y Coat, Brush Nomex Ylw 36 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA -4" on trunk			
50197Y50C5Y Coat, Brush Nomex Ylw 50 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA +4" on sleeves			
50197Y46C5Y Coat, Brush Nomex Ylw 46 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA -4" on trunk			
50197Y46C5Y Coat, Brush Nomex Ylw 46 W/2" L/Y Trim	1	\$380.00	\$380.00
Comment Notes on coat: Across shoulders half moon in silver H.P. COLUSA			
50178L Shirt, Nomex Yellow Large	3	\$220.00	\$660.00
Comment Notes on shirts: Across shoulders half moon in silver H.P. COLUSA			
50178XL Shirt, Nomex Yellow X-Large	1	\$220.00	\$220.00
Comment Notes on shirts: Across shoulders half moon in silver H.P. COLUSA +1" on sleeves			
50178XL Shirt, Nomex Yellow X-Large	1	\$220.00	\$220.00

DUNS# 13-196-8901 FEI#93-0883255
 CALIF. CORPORATE TAX NO. 1627970 CF4EC
 CALIF. SALES TAX EXEMPT NO. SR-S-JHG-97-127983



SO14948



Item 5.



Cascade Fire Equipment
PO Box 4248
Medford OR 97501
United States
<https://cascadefire.com/>
(800) 654-7049

Invoice
SO14948
07/27/2023

Item	QTY	Rate	Amount
Comment			
Notes on shirts: Across shoulders half moon in silver H.P. COLUSA			
+2" on sleeves			
50189Y40X32 Pant, Brush Nomex Ylw 40X32	1	\$275.00	\$275.00
50189Y34X30 Pant, Brush Nomex Ylw 34X30	2	\$275.00	\$550.00
50189Y40X28 Pant, Brush Nomex Ylw 40X28	2	\$275.00	\$550.00
50189Y32X30 Pant, Brush Nomex Ylw 32X30	1	\$275.00	\$275.00
50189Y44X32 Pant, Brush Nomex Ylw 44X32	1	\$275.00	\$275.00
50189Y42X30 Pant, Brush Nomex Ylw 42X30	1	\$275.00	\$275.00
50189Y36X30 Pant, Brush Nomex Ylw 36X30	1	\$275.00	\$275.00
50189Y36X28 Pant, Brush Nomex Ylw 36X28	1	\$275.00	\$275.00
50189Y42X32 Pant, Brush Nomex Ylw 42X32	1	\$275.00	\$275.00
50219S Glove, Wildland, Nfpa - Sm. Small	2	\$42.00	\$84.00
50219M Glove, Wildland, Nfpa - Med. Medium	1	\$42.00	\$42.00
50219L Glove, Wildland, Nfpa - Lg. Large	6	\$42.00	\$252.00
50219XL Glove, Wildland, Nfpa - X-Lg. X-Large	5	\$42.00	\$210.00
50219XXL Glove, Wildland, Nfpa - Xx-Lg. Xx Large	1	\$42.00	\$42.00
50023Y Yellow Hat, Wildfire W/Ratchet Full Brim	12	\$69.00	\$828.00
50023W White Hat, Wildfire W/Ratchet Full Brim	1	\$69.00	\$69.00
50023R Red Hat, Wildfire W/Ratchet Full Brim	2	\$69.00	\$138.00
50030 Shroud, Super Deluxe Nomex Face/Neck	15	\$65.00	\$975.00
50413 Goggle, Fire Pro Fs	15	\$58.00	\$870.00
50096L Large Fire Shelter	20	\$595.00	\$11,900.00
50224 Glove Holder	20	\$9.00	\$180.00

DUNS# 13-196-8901 FEI#93-0883255
CALIF. CORPORATE TAX NO. 1627970 CF4EC
CALIF. SALES TAX EXEMPT NO. SR-S-JHG-97-127983





Cascade Fire Equipment
PO Box 4248
Medford OR 97501
United States
<https://cascadefire.com/>
(800) 654-7049

Invoice
SO14948
07/27/2023

Subtotal	\$23,515.00
Shipping Cost	\$1,000.00
Tax Total (%)	\$2,057.56
Total	\$26,572.56

DUNS# 13-196-8901 FEI#93-0883255
CALIF. CORPORATE TAX NO. 1627970 CF4EC
CALIF. SALES TAX EXEMPT NO. SR-S-JHG-97-127983





RADIO QUOTE

McCULLOUGH & BURNETT, LLC

DBA: M & B ENTERPRISES

6676 Harrington Avenue, Arbuckle, CA 95912

Federal ID. #27-2255385

California Small Business Enterprise #1175500

E-Mail: boomer@mbpipe.com

Dave's Cell:	530-304-3100
Boomer's Cell:	530-682-8032
Office:	530-476-3100
Fax:	530-476-3057

DATE	INVOICE
7/28/2023	23-11566D
VALID FROM	6/30/2023
VALID TO	8/1/2023
PROJECT CONTACTS	
PROJECT LOCATIONS	
P.O. NO	TERMS

QUOTE TO:
COLUSA CITY FIRE DEPARTMENT
750 MARKET STREET
COLUSA, CA 95932

ATTENTION	BO SALAZAR_530-682-9371
------------------	-------------------------

DESCRIPTION	QUANTITY	RATE	AMOUNT
BKR5000-T3BC-O COMMAND, WITH TOP & FRONT DISPLAY 6 WATT DIGITAL COMMANDER	20	\$ 1,770.00	\$ 35,400.00
BKR_BIG BOOST ANTENNAS_#901-1243-V	7	\$ 73.98	\$ 517.86
BKR0120_CLAM SHELL "AA" BATTERY HOLDER	12	\$ 142.50	\$ 1,710.00
BKR0101_4900 mAh SMART Li-Ion RECHARGEABLE BATTERY	26	\$ 216.00	\$ 5,616.00
BKR0810_GPS ANTENNA FOR BKR RADIOS	27	\$ 83.45	\$ 2,253.15
PWBKR0355_RAPID RATE VEHICLE CHARGER	20	\$ 101.25	\$ 2,025.00
RAPID RATE TRI-CHEMISTRY 6 BAY CHARGER	1	\$ 474.15	\$ 474.15
SPEAKER-MICROPHONE_3.5 mm WITH EMERGENCY BUTTON	7	\$ 321.30	\$ 2,249.10
Material Total			\$ 50,245.26
CA Sales Tax @ 7.75%			\$ 3,894.01
Freight			
Setting of K-Rails			
Total			\$ 54,139.27

Integrity, Quality, Service

Thank you for letting us serve you, we appreciate your Business!!

Sutter Buttes Communications, Inc.

445 Palora Avenue
Yuba City CA 95991

Estimate

Item 5.

Date	Estimate #
10/5/2023	1215

Name / Address
City Of Colusa Fire Department 750 Market Street Colusa CA 95932

Project

Description	Qty	Rate	Total
Motorola Minitor VI Pager, 5 Channel, Stored Voice, Standard Charger, 2 Year Warranty. Green Case	13	475.00	6,175.00T
Shipping	1	100.00	100.00

Subtotal	\$6,275.00
Sales Tax (7.25%)	\$447.69
Total	\$6,722.69

Phone #	Fax #
(530) 673-3475	(530) 673-1085

EXACOM Inc.

25 Sundial Ave, Suite 505
 Manchester, NH 03103-7244
 USA

INVOICE

Item 5.

Invoice Number: 23060701
 Invoice Date: Jun 7, 2023
 Page: 1
 Sales order # 17214

Voice: 603-228-0706
 Fax: 603-228-0254

Bill To:
Colusa Fire - City of Colusa 750 Market Street Colusa, CA 95932

Ship to:
Colusa Fire - City of Colusa 750 Market Street Colusa, CA 95932

Customer ID	Customer PO	Payment Terms	
A-NVX-1472	FD2023-01	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Mark F	Fedex Ground		7/7/23

Quantity	Item	Description	Serial Number	Unit Price	Amount
1.00	9000161-02	HindSight 60 Series Multi Media Recording Platform (incl HindSight Core Software, 8GB RAM, 2-1TB Drives, 1TB RAID1, Win Server 2022, Microsoft SQL 2022, Monitor	3048	7,200.00	7,200.00
1.00	9000715	HINDSIGHT 8-CHANNEL ANALOG CARD - LT	G000317170	2,000.00	2,000.00
8.00	9002600	HINDSIGHT SINGLE CHANNEL STANDARD SW LICENSE		250.00	2,000.00
2.00	9000366	LOGGER PATCH AMPLIFIED W/BEEP		359.00	718.00
1.00	9002412	HINDSIGHT CONCURRENT USER CLIENT LICENSE		695.00	695.00
1.00	9000709	NIC, DUAL PCIE CARD W/INTEL PROC		390.00	390.00
1.00	9002288	EXAHEALTH			
1.00	9002289	EXABACKUP			
1.00	Discount	Existing customerDiscount		3,250.75	-3,250.75
1.00	Tax	Sales Tax		1,199.34	1,199.34
1.00	9004000	HW/SW Warranty/Service Year 1 (Remote Support - Essentials)		2,144.74	2,144.74
1.00		xt-Warranty Hardware & Software			

Subtotal	Continued
Shipping expense	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	Continued

Check/Credit Memo No:

All pricing in US Dollars

THERE WILL BE A LATE FEE OF 2% PER MONTH ON ALL OVERDUE INVOICES.

EXACOM Inc.
 25 Sundial Ave, Suite 505
 Manchester, NH 03103-7244
 USA

INVOICE

Item 5.

Invoice Number: 23060701
 Invoice Date: Jun 7, 2023
 Page: 2
 Sales order # 17214

Voice: 603-228-0706
 Fax: 603-228-0254

ACC
 25 Sundial
 Manchester

Bill To:
Colusa Fire - City of Colusa 750 Market Street Colusa, CA 95932

Ship to:
Colusa Fire - City of Colusa 750 Market Street Colusa, CA 95932

Customer ID	Customer PO	Payment Terms	
A-NVX-1472	FD2023-01	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Mark F	Fedex Ground		7/7/23

Quantity	Item	Description	Serial Number	Unit Price	Amount
1.00	9000517-01	Support - per year for years 2-6 automatically renewable at annual rate of \$2144.74			
		HINDSIGHT 50 SERIES STORAGE BACKUP SOLUTION W/HS BACKUP SOFTWARE - 2TB RAID1 (EQUIVALENT OR LARGER)	3049	3,495.00	3,495.00
1.00	Discount	Existing Customer Discount		873.75	-873.75
1.00	Tax	Sales Tax		222.98	222.98

Subtotal	15,940.56
Shipping expense	174.32
Sales Tax	
Total Invoice Amount	16,114.88
Payment/Credit Applied	
TOTAL	16,114.88

Check/Credit Memo No:

All pricing in US Dollars

THERE WILL BE A LATE FEE OF 2% PER MONTH ON ALL OVERDUE INVOICES.

EXACOM Inc.
 25 Sundial Ave, Suite 505
 Manchester, NH 03103-7244
 USA

INVOICE

Item 5.

Invoice Number: 23073105
 Invoice Date: Jul 31, 2023
 Page: 1
 Sales Order # 17215

Voice: 603-228-0706
 Fax: 603-228-0254

Bill To:
Colusa Fire - City of Colusa 750 Market Street Colusa, CA 95932

Ship to:
Colusa Fire - City of Colusa 750 Market Street Colusa, CA 95932

Customer ID	Customer PO	Payment Terms	
A-NVX-1472	FD2023-01	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Mark F			8/30/23

Quantity	Item	Description	Unit Price	Amount
1.00	INSTALL	Installation, Configuration and Training	5,100.00	5,100.00

Subtotal	5,100.00
Sales Tax	
Freight	
Total Invoice Amount	5,100.00
Payment/Credit Applied	
TOTAL	5,100.00

Check/Credit Memo No:

THERE WILL BE A LATE FEE OF 2% PER MONTH ON ALL OVERDUE INVOICES.



City of Colusa California

STAFF REPORT

DATE: November 7, 2023
TO: City Council – Consideration
FROM: Sadie Ash, Grants via Jesse Cain, City Manager

AGENDA ITEM:

Council Consideration to waive the single-day business license fee for vendors participating in the Christmas Tyme in Colusa event on December 1, 2023, in Downtown Colusa.

Recommendation: The Council to approve the proposed Resolution 23-

BACKGROUND ANALYSIS:

For almost 20 years, the City of Colusa has partnered with the Colusa Lions Club and Colusa Rotary to host the annual Christmas Tyme in Colusa event on the first Friday of each December. This event draws approximately 65 vendors. This event attracts over 500(+) local residents and larger

BUDGET IMPACT:

None at this time

STAFF RECOMMENDATION:

Approve Resolution 23-

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA WAIVING SINGLE BUSINESS LICENSE FEES FOR VENDORS PARTICIPATING IN CHRISTMAS TYME IN COLUSA 2023

WHEREAS, the City agrees to waive the single-day business license fee as noted below, and;

WHEREAS the City is committed to its residents and community organizations to provide enjoyable events to promote community involvement, and

NOW, THEREFORE, the City Council of Colusa does hereby resolve that the City will waive the single day business license fees for Christmas Tyme in Colusa vendors participating in the event to be held on December 1, 2023 in Colusa, CA.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 7th day of November 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed and approved as to form by me on this 7th day of November 2023.

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: November 7, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa approving the proposal from Moffatt & Nichol for conceptual engineering services for the slope repair at the Colusa boat launch facility.

Recommendation: Council to adopt the Proposed Resolution

BACKGROUND ANALYSIS:

The City of Colusa constructed a new boat launch facility six years ago. Moffatt & Nichol were the design engineers for the project. The boat launch was designed and build above the normal high-water mark but over the last few years it seems that the normal high-water mark may have changed, we also have seen the river migrated back to the west it seems that since the boat launch was built the river has moved about seventeen feet to the west. Roberts has now been excavated and is being used for ag purposes as well.

Over the last couple years, I have seen the top north of the boat ramp start to slip into the Roberts ditch. I believe that this is happening because of what was said above. The department of Boating and waterways has a grant opportunity that we could apply to make the needed repairs. Moffatt & Nichol has the most experience with the City's boat launch facility and has all the documentation that is and will be needed to apply for the repair grant.

The grant deadline is February 4, 2024, this is why need to move now with Moffatt & Nichol's proposal. You can see below that I budgeted this at \$35,000 Moffatt & Nichol proposal may go up a little and I also believe that we have to do some additional Geotech.

BUDGET IMPACT:

\$35,000.00 out of the boat launch fund

STAFF RECOMMENDATION:

Adopt the Resolution
 Moffatt & Nichol Proposal

October 13, 2023

(Via email: citymanager@cityofcolusa.com)

Jesse Cain, City Manager
City of Colusa
425 Webster Street
Colusa, CA 95932

Subject: City of Colusa BLF – Proposal for Conceptual Engineering Services

Dear Jesse:

This letter proposal is in regard to the City of Colusa’s request for Conceptual Engineering Services for Slope Repair at the Boat Launch Facility (BLF) along Roberts Ditch. We understand the existing slope near the top of the launch ramp and sidewalk is damaged due to a presumed combination of erosion and shallow slope failure related to ditch deepening, riverbank migration, and prolonged inundation during high river stage.

Since the BLF was originally funded by the Division of Boating and Waterways (DBW), the repair work is eligible for grant funding to reimburse City costs for planning, design, and construction. With the February 1, 2024 deadline for DBW grant funding applications approaching, the City has requested M&N’s assistance for the preparation of project documentation necessary to apply for the funding within this timeframe. Assuming grant funding is successfully obtained as a result of this Conceptual Engineering effort, M&N would prepare a subsequent proposal to assist the City in preparation of Construction Documents, if requested by the City.

The Conceptual Engineering Services are expected to include the following, with approximate hours provided:

- Site Visit and review of existing conditions (10 hrs)
- Review of existing geotechnical/ditch flow information (4 hrs)
- Develop 2 Conceptual Alternatives – including plan view, typical section, and concept-level cost estimate (for design, environmental clearances/permitting, and construction costs) for structural (sheetpile) and non-structural slope repair (40hrs)
- Prepare Draft Conceptual Engineering Report and discuss with City (20 hrs)
- Prepare Final Conceptual Engineering Report (8 hrs)

We assume the existing geotechnical information (Geocon, Taber Consultants, Wallace Kuhl) used for the Colusa BLF design and construction will be sufficient for the present repair effort; we also will review the 2018 Dokken Engineering sheetpile wall design that was developed based on the 2018

Geocon report. If coordination with a Geotechnical Engineer (GE) is necessary, we would assist the City in defining the scope of work needed in selection of a GE.

We propose to perform the work described above based on Time & Materials in accord with our standard rate schedule and a budget of \$22,000. We will not exceed this budget unless authorized by you. We propose to begin within 2 weeks after receipt of the Notice to Proceed and complete the Draft CER within 6 weeks after NTP.

Please note that the DBW Grant Application Form requires the Applicant to specify the expected permitting and CEQA clearance necessary for the project. We anticipate that we can provide this information for the Application Form within this scope and budget. If additional effort to initiate CEQA and/or permits is desired by the City, we are able to perform these services and would be glad to provide a proposal for that effort.

We appreciate the opportunity to be of continued service to the City of Colusa. Please feel free to contact me should you have any questions about this proposal.

Sincerely,

MOFFATT & NICHOL



Neil Nichols, PE
Project Manager
925.956.4934



moffatt & nichol

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective March 1, 2023, Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 320.00
	Senior Engineer/Scientist	\$ 299.00
	Engineer/Scientist III	\$ 283.00
	Engineer/Scientist II	\$ 249.00
	Engineer/Scientist I	\$ 224.00
	Staff Engineer/Scientist	\$ 180.00
TECHNICIANS	Senior Technician	\$ 243.00
	Designer	\$ 229.00
	CADD II	\$ 196.00
	CADD I	\$ 146.00
CLERICAL	Project Controls/Word Processing	\$ 147.00
	General Clerical	\$ 116.00
SPECIAL	Principal Engineer/Scientist	\$ 337.00
	Deposition & Trial Testimony	\$ 603.00
ARCHITECTURAL SERVICES	Principal Architect/Planner/Designer	\$ 341.00
	Senior Architect	\$ 226.00
	Architect	\$ 173.00
	Senior Project Designer	\$ 184.00
	Senior Designer	\$ 142.00
	Designer	\$ 116.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost +10%
Reproductions	- In House	
	Mylar Plots (B/W)	\$2.60/SF
	Color Plots	\$4.70/SF
	Vellum Plots (B/W)	\$1.60/SF
	Bond Plots (B/W)	\$1.05/SF
	Drawing Reproduction	Cost +10%
	Document Reproduction	\$0.16/sheet
	- Outside Reproduction	Cost +10%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost

RESOLUTION NO. 23-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE PROPOSAL FROM MOFFAT & NICHOL FOR THE CONCEPTUAL ENGINEERING SERVICE FOR THE SLOPE REPAIR AT THE CITY OF COLUSA BOAT LAUNCH FACILITY

WHEREAS, on November 7, 2023, the City of Colusa City Council approved the proposal with Moffatt & Nichol for engineering service for the City of Colusa’s boat launch facility.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA DOES HEREBY RESOLVE:

- 1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
- 2. Effective Date. This Resolution shall be effective immediately.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Passed and adopted this 7th day of November 2023 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: November 7, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the amendments and updates to Planning Zone Articles 21.5 and 33 concerning Commercial Cannabis and Personal Cannabis

Recommendation: Council to open the Public Hearing and;
 Council to adopt Resolution 23-____

BACKGROUND ANALYSIS:

The City of Colusa began reviewing Planning Zone Articles 21.5 and 33, City Code Chapters 12D-F concerning Commercial Cannabis and Personal Use Cannabis within the City of Colusa in September 2022. Originally written and approved in 2017, a total of 13 new businesses entered city limits and in 2022 the Planning Commission and City Council passed a resolution to allow a retail dispensary within specified city zones. A review of all details including permit limits, smell mitigation, and updating language to reflect the industry accurately was needed.

Beginning in December of 2022 and ending in May of 2022, several public workshops with the Planning Commission were held to read through all language of Articles 21.5 and 33. Updates were sent to legal counsel, and their feedback is reflected in articles presented. After a public hearing before the Planning Commission in October 2023, the amended articles were passed.

BUDGET IMPACT:

None at this time

ATTACHMENTS:

Adopt Resolution 23-
 Attachment, Article 21.5 and Article 33 Final
 Letter from Planning Commission

RESOLUTION 23 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE REVISIONS TO PLANNING ZONING ARTICLES 21.5 AND 33

WHEREAS, amendments and updates to Zone Articles 21.5 and 33, reflecting updated requirements and revised definitions, and

WHEREAS, the City Council has duly called, advertised, and conducted a Public Hearing required by law concerning the Article Updates, and the opportunity to submit input; And

WHEREAS,. The City Council of the City of Colusa, CA has considered public testimony at the regularly scheduled meeting of November 7, 2023; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA DOES HEREBY RESOLVE:

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the revisions to zoning articles 21.5 and 33 and:
3. Effective Date. This Resolution shall be effective immediately.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Passed and adopted this seventeenth day of November 7, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

Article 21.5 Cannabis Regulations.

Sec. 21.5.01. Commercial Cannabis Activity and Cannabis Dispensaries Allowable zones; regulations generally.

- (a) Commercial Cannabis business facilities (cultivation, nursery, manufacturing, production, testing, microbusiness) are permitted, only upon the approval of a cannabis business special use permit issued by the city council, in the following zones:
- Article 12. M-1 Light Industrial District
 - Article 13. M-2 General Industrial District
 - Article 14. M-L Limited Manufacturing District
- (b) Cannabis storefront dispensaries are permitted, only upon the approval of a cannabis dispensary special use permit issued by the city council, in the following zones:
- Article 10. C-G General Commercial District
 - Article 12. M-1 Light Industrial District
- (c) Upon application for a cannabis business special use permit, to be approved directly by the city council without need for a recommendation from the planning commission, the following regulations shall apply as to building type and construction, safety and security, required permits, and other relevant provisions necessary to protect the public health, safety and welfare. In any district where a cannabis business facility is permitted, the regulations of this article shall apply in addition to those hereinbefore specified for such district, provided that if a conflict in regulations occurs the regulations of this article shall govern.

Sec. 21.5.02. Purpose and intent.

Commercial cannabis activity facilities shall be permitted, in accordance with the criteria and procedures set forth in this Code, upon application and approval of a cannabis business special use permit and a regulatory permit, pertaining to the location and operation of the facility. The regulations set forth in this Article 21.5 and Chapter 12F of the Municipal Code shall control the location and operation of a cannabis business facility.

Sec. 21.5.03. Commercial cannabis special use permit limitations.

Prior to, or concurrently with, application for a regulatory permit, the applicant shall apply for and be issued a cannabis business special use permit as required by this article and Article 33, Section 33.03 of this Code. Information that may be duplicative in the two applications can be incorporated by reference. The cannabis business special use permit shall run with the regulatory permit and not the land.

- (a) Initial Maximum Amount of Cannabis Dispensary Permits. Upon the effective date of this provision, the City Council may issue a maximum of up to one (1) cannabis business special use permit to a qualified cannabis dispensary. The permit shall be issued in accordance with the application and permit approval process contained in this Chapter 12D and resolutions adopted pursuant to this Chapter. The cannabis dispensary must obtain a cannabis regulatory permit from the City before commencing operations, must be in compliance with all applicable state and federal laws pertaining to its operation, including obtaining all necessary licenses from the state, and shall comply with all applicable operational and zoning requirements

set forth in the City of Colusa Municipal Code. Nothing in this Chapter creates a mandate that the City Council must issue one or more cannabis business special use permit and regulatory permit to a cannabis dispensary if the City Council determines that there are no qualified applicants, the proposed locations for cannabis businesses facilities are incompatible with neighboring land uses, or if the City Council determines that the issuance of a cannabis dispensary would have a negative effect on the health, safety, or welfare of the citizens or businesses of the City of Colusa, or for any other reason allowed by law.

- (1). City Council Review and Increased Maximum Number of Cannabis Dispensaries Special Use Permits to be Issued. Eighteen (18) months after the first cannabis business special use permit for a dispensary is issued, the City Manager shall deliver a report to the City Council during a regular meeting which examines the positive and negative impacts that the cannabis dispensary has had on the community during the preceding eighteen (18) months. The report shall include, among other things, an analysis of how the cannabis dispensary has complied with state and local regulations, any positive or negative community and law enforcement impacts, and any revenue generated. If after hearing the report the City Council makes a determination that there were no significant consequences of allowing cannabis dispensaries to operate in the City, the City Council at its sole discretion may vote to expand the number of authorized cannabis dispensary special use permits to be issued up to a maximum of two (2). If the City Council takes no action, or finds that the impacts are unacceptable, then the maximum number and type of cannabis dispensaries authorized shall continue to be limited to one (1) as provided in subdivision (a) above.
- (b) All Other commercial cannabis facilities. The Planning Commission may issue permits to other qualified commercial cannabis activity owners or operators to operate cannabis cultivation, manufacturing, distribution, transporting, or testing laboratory businesses within the City of Colusa through the application and permit approval process contained in this Article (21.5), and resolutions adopted pursuant to this Chapter. All commercial cannabis facilities must obtain a cannabis regulatory permit and Certification of Occupancy from the City before commencing operations, must be in compliance with all applicable state and federal laws pertaining to its operation, including obtaining all necessary licenses from the state, and shall comply with all applicable operational and zoning requirements set forth in the City of Colusa Municipal Code. Nothing in this Chapter creates a mandate that the Planning Commission or the City Council must issue one or more cannabis special use permit to a cannabis cultivator, manufacturer, distributor, transporter, or testing laboratory if the Planning Commission or the City Council determines that there are no qualified applicants, the proposed locations for cannabis facilities are incompatible with neighboring land uses, or if the Planning Commission or the City Council determines that the issuance of a cannabis special use permit would have a negative effect on the health, safety, or welfare of the citizens or businesses of the City of Colusa, or for any other reason allowed by law.

Sec. 21.5.04. Commercial Cannabis Facilities.

Cannabis business facilities permitted under this article include facilities where cannabis is manufactured into cannabis products, tested, distributed, and may also include the associated activities of planting, growing, harvesting, trimming, grading, transporting, and legal retail sales that holds a valid cannabis business special use permit pursuant to this article, and a regulatory permit as required by this Code, subject to the provisions of the Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5), the Medical Marijuana Program Act (California Health and Safety Code Sections 11362.7 through 11362.83), the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008, the Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643), and all statutes and regulations promulgated to implement the AMUA, and any other state laws pertaining to cultivating cannabis.

Sec. 21.5.05. Definitions

"Applicant" means an owner that is applying for a city- and state-issued license.

"Business owner" means the owner(s) of the cannabis business operation. An owner of the commercial cannabis business operation includes all of the following:

- (1) A person with an aggregate ownership interest of twenty percent or more in the commercial cannabis business, unless the interest is solely a security, lien, or encumbrance. For purposes of this section, "aggregate" means the total ownership interest held by a single person through any combination of individually held ownership interests in a commercial cannabis business activity and ownership interests in an entity that has an ownership interest in the same commercial cannabis business operation. For example, a person who owns ten percent of the stock in a commercial cannabis business as an individual shareholder and one hundred percent of the stock in an entity that owns ten percent of the stock in the same commercial cannabis business has a twenty percent aggregate ownership interest in the commercial cannabis business.
- (2) An individual who manages, directs, or controls the operations of the commercial cannabis business, including but not limited to:
 - (A) A member of the board of directors of a nonprofit.
 - (B) A general partner of a commercial cannabis business that is organized as a partnership.
 - (C) A non-member manager or managing member of a commercial cannabis business that is organized as a limited liability company.
 - (D) The trustee(s) and all persons who have control of the trust and/or the commercial cannabis business that is held in trust.
 - (E) The chief executive officer, president or their equivalent, or an officer, director, vice president, general manager or their equivalent.

"Cannabis" or "marijuana" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code. Cannabis and marijuana may be used interchangeably but shall have the same meaning.

"Commercial cannabis activity" or "cannabis activity" means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of cannabis and cannabis products in accordance with the definition in California Business and Professions Code Section 26001.

"Cannabis business" or "Cannabis facility" means a cannabis business facility permitted under this chapter where commercial cannabis activity occurs and cannabis is manufactured into cannabis products, tested, and distributed, and may also include the associated activities of planting, growing, harvesting, trimming, and grading, and transporting, as further defined in Sec. 21.5.04 above, but does not include storefront dispensaries, delivery only dispensaries, or cannabis microbusinesses.

"Cannabis business regulatory permit" or "regulatory permit" means the permit required under this article and Chapter 12F of this Code to operate a cannabis business facility, or to undertake any subcomponent of

cannabis business which is done within the cannabis business facility by a subcontractor or tenant of the holder of a cannabis business special use permit.

"Cannabis dispensary special use permit" means a use permit issued by the City of Colusa pursuant to this section to a cannabis dispensary and is required before any cannabis dispensary activity may be conducted in the city.

"Cannabis Operation" means any and all cannabis business facilities permitted under this article where cannabis activity occurs, as defined in Section 21.5.01

"Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

"City" or "City of Colusa" means the City of Colusa, a California general law city.

"Commercial cannabis activity" means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of cannabis and cannabis productions in accordance with the definition in California Business and Professions Code Section 26001.

Cultivation" and "Commercial Cultivation" are defined as: "Cultivation" means any activity, whether occurring indoors or outdoors, involving the propagation, planting, growing, harvesting, drying, curing, grading, and/or trimming of cannabis plants or any part thereof for any purpose, including medical marijuana; and "Commercial Cultivation" means only State-licensed Indoor facilities for cannabis cultivation consisting solely of processing (drying, curing, trimming, and packaging of) cannabis flower (corresponding with State CDFA Cultivation License Type for "Processor") or nursery operations (corresponding with State CDFA Cultivation License Type for "Nursery")

"Delivery" means the commercial transfer of cannabis or cannabis products from a dispensary, up to an amount determined to be authorized by the State of California, or any of its departments or divisions, to anyone for any purpose. "Delivery" also includes the use by a dispensary of any technology platform owned, controlled, and/or licensed by the dispensary, or independently licensed by the State of California under the MAUSCRA (as the same may be amended from time-to-time), that enables anyone to arrange for or facilitate the commercial transfer by a licensed dispensary of cannabis or cannabis products.

"Delivery only cannabis dispensary" or "Delivery Only Retail Cannabis Business" means a dispensary that does not have a storefront sales facility open to the public for retail sales.

"Dispensary" or "Retail Cannabis Business" means a cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis, and cannabis products as part of a retail sale.

"Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a dispensary.

"Indoor" means within a fully enclosed and secure structure, including any attached or detached accessory structure, that complies with Colusa Municipal Building Code. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors and may be constructed of any approved building materials.

"Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption. An edible cannabis product is not considered food as defined by Section 109935 of the

California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.

"Marijuana" means "cannabis," as that term is defined in this Chapter.

"Medical cannabis," "medical marijuana," "medical cannabis product" or "medical cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time). For purposes of this Chapter, "medical cannabis" does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural

"Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product. The term "manufacture" includes the following processes:

- (A) Extraction;
- (B) Infusion;
- (C) Packaging or repackaging of cannabis products;
- (D) Labeling or relabeling the packages of cannabis products;
- (E) Post-processing refinement of cannabis extract ("post-processing"); and
- (F) Remediation of failed harvest batches or cannabis product batches, other than relabeling to correct cannabinoid content.

The term "manufacture" does not include the processes and activities listed in California Code of Regulations, Title 17; Division 1; Chapter 13. Manufactured Cannabis Safety; Subchapter 1. General Provisions and Definitions; Article 1. Definitions; §40100. Definitions, subpart (dd) (2).

"Manufacturing" or "manufacturing operation" means all aspects of the extraction process, infusion process, post processing, remediation, and packaging and labeling processes, including processing, preparing, holding, and storing of cannabis products. Manufacturing also includes any processing, preparing, holding, or storing of components and ingredients

"MAUCRSA" means the provisions of the Medicinal and Adult Use of Cannabis Regulation and Safety Act as set forth in Sections 5 and 7 of Article XI of the California Constitution and the Cal Bus & Prof Code Section 26000 et seq.

"Microbusiness" means a licensee that is authorized to engage in cultivation of cannabis on an area less than 10,000 square feet and to act as a licensed distributor, Level 1 manufacturer, and a retailer.

"Non-commercial and recreational marijuana activity" means all uses not included within the definitions of cannabis business and cannabis dispensary, including the personal use, cultivation, or consumption of marijuana, whether medical or recreational.

"Nursery" means all activities associated with producing clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis.

"Operator" means the business owner and any other person designated by the business owner as responsible for the day-to-day cannabis operations.

"Ordinance" means the ordinance adopting this article, and including the terms of this article, which may be commonly referred to as the city's "Cannabis Ordinance".

"Outdoor" means any location that is not indoor within a fully enclosed and secure structure and includes shade structures.

"Chief of Police" means the police chief of the City of Colusa or his or her designee.

"Premises" or "site" means the designated structure(s) and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

"Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

"Premises owner" means the fee owner(s) of the premises where cannabis operations are occurring.

"Private residence" means a house, an apartment unit, a mobile home, or other similar dwelling, in accordance with the definition in California Health and Safety Code Section 11362.2.

"Process," "Processing," and "Processes" mean all activities associated with the drying, curing, grading, trimming, rolling, storing, packaging, and labeling of cannabis or nonmanufactured cannabis products.

"Responsible party" shall mean the business owner, operator, manager(s), and any employee having significant control over the cannabis operations.

"Testing laboratory" or "Lab/Lab testing" means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products.

Sec. 21.5.06. Minimum operational requirements and restrictions.

The following operational requirements and restrictions shall apply to all commercial cannabis businesses and cannabis dispensaries, also referred to herein as cannabis operations:

- (a) The Act and Other State Laws. The cannabis operations shall at all times be in compliance with the MAUCRSA and the implementing regulations, as they may be amended from time to time, as well as all required state license(s) under the MAUCRSA, and any other applicable state law.
- (b) Marijuana and Cannabis Products Consumption. No marijuana or cannabis products shall be smoked, ingested or otherwise consumed on the premises. Adequate signage of this prohibition shall be displayed throughout the facility.
- (c) Alcoholic Beverages. No cannabis operation shall hold or maintain a retail license from the state department of alcohol beverage control to sell alcoholic beverages or operate a business that sells alcoholic beverages. In addition, alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the premises.
- (d) Transportation. Transportation shall only be conducted according to activity permitted by state law.
- (e) Non-Cannabis Business Activity. No non-commercial or recreational marijuana activity shall occur on the premises.
- (f) Retail Sales. Storefront retail sales and non-storefront delivery only retail sales of any cannabis product are expressly prohibited without a valid city-issued cannabis dispensary regulatory permit and cannabis dispensary special use permit.
- (g) Minors. It shall be unlawful for any operator to employ any person who is not at least eighteen years of age, or any older age if set by the state.

- (h) Distance Separation from Schools. Cannabis operations shall comply with the distance separation requirements from schools as required by state law. In addition, a cannabis business operation shall not be located within one thousand two hundred feet from any existing school or proposed school site as identified in the general plan. Measurements shall be from the property boundary to property boundary. For purposes of this article, school means any public or private school providing instruction in kindergarten or grades 1—12, inclusive, but does not include any private school in which education is primarily conducted in private homes.
- (i) Building and Related Codes. The cannabis operation shall be subject to the following requirements:
1. The premises in which the cannabis operations occur shall comply with all applicable local, state and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the building official of the city. The operator shall obtain all required building permits and comply with all applicable city standards.
 2. The responsible party shall ensure that the premises have sufficient electrical load for the cannabis operations.
 3. Butane and other flammable materials are permitted to be used for extraction and processing provided the operator complies with all applicable fire and building codes, and any other laws and regulations relating to the use of those products, to ensure the safety of that operation. The Colusa Fire Department shall inspect and approve the premises for use of the products prior to city's issuance of a certificate of occupancy, or otherwise prior to opening for business, to ensure compliance with this requirement.
 4. The operator shall comply with all laws and regulations pertaining to use of commercial kitchen facilities for the cannabis operations.
 5. The operator shall comply with all environmental laws and regulations pertaining to the cannabis operations, including the use and disposal of water and pesticides, and shall otherwise use best practices in the handling and application of pesticides to avoid environmental harm.
- (j) Odor Control. Cannabis operations shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is minimized to the greatest extent practical outside the premises, outside the building housing the cannabis operations, or anywhere on adjacent property or public rights-of-way. As such, cannabis operations must install and maintain the following equipment or any other equipment which the city's building official determines has the same or better effectiveness:
1. An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
 2. An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are minimized outside the cannabis facility.
 3. A City issued Certificate of Occupancy approving installed odor absorbing ventilation, proper exhaust air filtration, and any other odor control equipment, is required before Cannabis operations commence.
- (a) Any Cannabis operation that was existing, open and operating within the City as of December 1, 2017, must file an application with the City for a Certificate of Occupancy. The Certificate of Occupancy constitutes a revocable privilege, which shall be subject to revocation/suspension of any issued Cannabis special use permits.
- (k) Consumable Products. Cannabis operations that manufacture products in the form of food or other comestibles shall obtain and maintain the appropriate approvals from the state department of public

- health for the provision of food or other comestibles, unless otherwise governed by the Act and licensed by the state.
- (l) **Secure Building.** All cannabis operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures, and include material strong enough to prevent entry except through an open door. The precise building construction and material to be used shall be identified and provided to the city prior to construction and provided with the application.
- (m) **Premises Security.** The following security conditions shall apply:
1. Alarm system (both perimeter, fire and panic).
 2. Remote monitoring of alarm systems.
 3. Perimeter lighting systems (motion sensor) for after-hours security.
 4. Perimeter security and lighting as approved by the police chief and community development director.
 5. Use of drive gates with card key access or similar to access the facility.
 6. Entrance areas to be locked at all times, and under control of a designated responsible party.
 7. Use of access control systems to limit access to grow and processing areas.
 8. Exterior and interior camera systems approved by the police chief. The camera systems shall meet the minimum requirements of the Act, include interior monitoring of all access points of the site from the interior, and be of a minimum five mega pixels in resolution.
 9. All security systems at the site must be attached to an uninterruptible power supply that provides twenty-four hours of continuous power.
 10. Security patrols by a recognized security company licensed by the California Department of Consumer Affairs or otherwise acceptable to the police chief, in a time, place and manner to the satisfaction of the police chief. All current contact information regarding the security company shall be provided to the police chief.
 11. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
 12. Electronic track and trace systems for cannabis products as approved by the police chief.
 13. Premises may be inspected, and records of the business owner audited by the city for compliance on a quarterly basis.
 14. State of the art network security protocols and equipment need to be in place to protect computer information.
 15. The foregoing requirements shall be approved by the police chief prior to commencing operations. The police chief may supplement these security requirements once operations begin, subject to review by the city council if requested by the business owner.
- (n) The business owner, operator, and all responsible parties shall continually maintain the premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety, and general welfare of employees, patrons, surrounding properties, and the general public. The premises of the cannabis business shall not be maintained in a manner that causes a public or private nuisance.
- (o) Cannabis business operations permitted by this article shall only be allowed in the specific areas designated on the diagram and floor plan of the premises submitted with the application for the

regulatory permit under Chapter 12F. The cannabis business shall not operate at any place other than the address of the cannabis operation stated in the regulatory permit.

Sec. 21.5.07. Deliveries of supplies and transportation of cannabis products to cannabis businesses and dispensaries

The following rules apply to deliveries and transportation:

- (a) Receiving of transported supplies to the premises of a cannabis business or dispensary shall only occur at the location shown on the diagram and floor plan on file with the city as part of the regulatory permit application. Delivery vehicles shall not have any markings indicating that deliveries are being made to a cannabis operation.
- (b) The transportation of cannabis samples and product to and from a cannabis business or dispensary shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The responsible party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the police chief.

Sec. 21.5.08. Additional operational requirements and restrictions for cannabis businesses

- (a) Signage. There shall be no signage or markings on the premises, or off-site, which in any way evidences that cannabis operations are occurring on the property. Interior building signage is permissible provided the signage is not visible outside of the building.
- (b) Public Access. There shall be no general unescorted public access to the premises of a cannabis business.
- (c) Hours of Operation. Cannabis business shall be allowed to operate per the requirements of the underlying zone district and subject to the city's noise and nuisance ordinances.

Sec. 21.5.09. Additional operational requirements and restrictions for cannabis dispensaries and microbusiness.

- (a) Hours of Operation. Storefront cannabis dispensaries or cannabis microbusinesses may be open for access to the public only between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday. Delivery only cannabis dispensaries may operate only during the hours specified in the business's cannabis dispensary use permit if any. If no specific hours of operation are stated in the delivery only use permit or regulatory permit, the delivery only dispensary shall be allowed to operate per the requirements of the underlying zone district and subject to the city's noise and nuisance ordinances.
- (b) Signage shall be considered and approved with the cannabis special use permit.
- (c) No person or entity shall operate a cannabis dispensary within the City of Colusa without first obtaining a cannabis dispensary regulatory permit from the city. The regulatory permit shall be site specific and shall specifically identify the cannabis dispensary activities that will be allowed at that site. No cannabis dispensary activities will be allowed unless specifically identified in the regulatory permit.
- (d) Cannabis dispensaries shall comply with all requirements and shall be subject to all of the regulations set forth in this Section, and Sections 21.5.11 through 21.5.15 below.
- (e) The cannabis dispensaries shall prohibit on-site smoking, ingestion, or consumption of cannabis on the premises of the Retail Cannabis operation.
- (f) The term "premises" as used in this section includes the actual building of the Retail Cannabis Business, as well as any accessory structures, parking areas and the entire real property on which the Retail Cannabis Business is situated.
- (g) Physician services shall not be provided on the Premises.

- (g) The Premises and building in which the Retail Cannabis operation is located, as well as the operations conducted therein, shall fully comply with all applicable building codes, all applicable State and Federal environmental laws, the Americans with Disabilities Act, the Act, Program and Guidelines; and the MAUCRSA, as may be amended from time to time.
- (h) A cannabis dispensary shall ensure that the Limited-access Areas can be securely locked using commercial-grade, nonresidential door locks. A licensee shall also use commercial-grade, nonresidential door locks on all points of entry and exit to the licensed premises.
- (i) Cannabis dispensary premises shall be alarmed with an alarm system that is operated and monitored by a properly licensed security company.
- (j) The cannabis dispensary shall hire or contract for security personnel who are at least 21 years of age to provide on-site security services during hours of operation. Security personnel must be in uniform and readily identifiable. No security personnel shall be operating in an "undercover" capacity without prior notification to law enforcement. All security personnel shall be in possession of a state-mandated guard card and relevant endorsements as well as acquire a City of Colusa Live Scan Identification.
- (k) All retail activity shall occur within a separate Cannabis dispensing area. No customers, Qualified Patients and/or Primary Caregivers shall be permitted to enter the dispensing area until proper identification is presented to the Retail Cannabis Business staff. The entrance to the Cannabis dispensing area and any storage areas shall be secured at all times, and under the control of cannabis dispensary staff;

Sec. 21.5.10. Cannabis business regulatory permit

No person or entity shall operate a cannabis business within the City of Colusa without first obtaining a cannabis business regulatory permit from the city as set forth in Chapter 12F of the Municipal Code. The regulatory permit shall be site specific and shall specifically identify the cannabis business activities that will be allowed at that site. No cannabis business activities will be allowed unless specifically identified in the regulatory permit. In addition, all persons or entities who undertake any subcomponent of the cannabis business operations or processes performed as a subcontractor or tenant of the holder of a cannabis business special use permit within the cannabis business facility shall first obtain a cannabis business regulatory permit from the city.

Sec. 21.5.11. Fees and taxes.

All cannabis operations shall pay applicable fees and taxes, which may include one or more of the following:

- (a) City Business License Fee. The business owner shall at all times maintain a current and valid business certificate and pay all business taxes pertaining to business licensing.
- (b) Regulatory License Fee. The business owner shall pay an annual regulatory license fee ("regulatory fee") to cover the costs of anticipated enforcement relating to the cannabis operation. The amount of the fee shall be set by resolution of the city council and be supported by the estimated additional costs of enforcement and monitoring associated with the cannabis operation. The regulatory fee shall be due and payable prior to opening for business and thereafter on or before the anniversary date. The regulatory fee may be amended from time to time based upon actual costs.

Sec. 21.5.12. Record keeping.

- (a) The responsible party shall make and maintain complete, accurate and legible records of the permitted cannabis operations evidencing compliance with the requirements of this article. Accounting and transaction records shall be maintained for a minimum of five years. Security surveillance system records shall be kept for a minimum of one year.

- (b) On or before the 10th day of each month, the responsible party shall submit a production and sales report to the city manager or designee disclosing all products manufactured, acquired, sold, and/or distributed by the permitted cannabis operations listed by type of product for the prior month of operations.

Sec. 21.5.13. Inspection.

Cannabis business operations shall be open for inspection by the city manager or their designee, any city law enforcement officer or city code enforcement officer at any time the cannabis business is operating, at any other time upon responding to a call for service related to the property where the cannabis operation is occurring, or otherwise upon reasonable notice. Recordings made by security cameras at any cannabis business shall be made immediately available to the police chief upon verbal request. No search warrant or subpoena shall be needed to view the recorded materials.

Sec. 21.5.14. Insurance.

- (a) The business owner shall at all times carry a comprehensive general liability policy in the minimum amount of one million dollars combined single limit policy, as shall protect the business owner and city from claims for such damages, and which policy shall be issued by an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. The city manager, in consultation with city's risk manager, may allow the business owner to obtain lesser amounts of insurance where multiple business owners are operating on the premises, provided at all times the minimum insurance set forth herein is applicable to the cannabis operations.
- (b) The business owner shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the city setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the city and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination of the coverage at least thirty days in advance of the effective date of any such material change, cancellation or termination.
- (c) Coverage provided hereunder by the business owner shall be primary insurance and not be contributing with any insurance maintained by the city, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the city.

Sec. 21.5.15. Commercial Cannabis Violations; enforcement.

- (a) Any person that violates any provision of this article shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.
- (b) Any use or condition caused or permitted to exist in violation of any of the provisions of this article shall be and is hereby declared a public nuisance and may be summarily abated by the city pursuant to the City of Colusa Municipal Code.
- (c) Any person who violates, causes, or permits another person to violate any provision of this article commits a misdemeanor.
- (d) The violation of any provision of this article shall be, and is hereby declared to be, contrary to the public interest and shall, at the discretion of the city, create a cause of action for injunctive relief.

- (e) In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this article may be subject to an administrative fine of up to one thousand dollars for each violation and for each day the violation continues to persist.

Sec. 21.5.16. Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this article or of the regulatory permit issued to implement this article, or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this article.

Sec. 21.5.17. Personal Cultivation Allowable Zones

Personal cannabis cultivation for medical or adult use shall follow the provisions of all zoning districts and allowable uses and shall be subject to the following standards and limitations.

Sec. 21.5.18 Medical and Personal Cannabis Maximum Limitation

(a) *Medical and Personal Cultivation.* An adult person 21 years of age or older shall be allowed to cultivate and process cannabis for personal use within his/her primary residential dwelling in compliance with the standards established by this section including limitations. The cultivation of cannabis is limited to no more than six (6) plants per parcel regardless of the number of residents.

(b) *Residency Requirement.* Cultivation of cannabis for personal use may occur only by the individual responsible for the cultivation.

1. Any individual cultivating cannabis on a legal parcel for which the individual is not the legal owner must obtain signed written permission from the legal owner(s) or landlord consenting to the cultivation of cannabis on the property, and present upon request to the City Manager or their designee.

Sec. 21.5.19 Personal Indoor and Outdoor Cultivation.

Cannabis cultivation is permitted only on parcels with residential units where the owner of the Personal Grow resides full-time. Only one Personal Grow is allowed per person and such person shall not participate in personal cannabis cultivation in more than one location within the city. Cannabis cultivation activities may only occur within a residential unit, garage or fully enclosed and secure structure that is secured and locked. From the public right-of-way, there shall be no exterior evidence of cannabis cultivation.

(a) The following operating requirements are applicable to personal cannabis cultivation:

1. **Visibility.** No visible markers or evidence indicating that cannabis is being cultivated on the site shall be visible from the public right-of-way at street level, or from school property.

2. **Security.** Cannabis cultivation areas and structures used for cultivation shall be fenced and locked to prevent access by children or other unauthorized persons.

3. **Prohibition of Volatile Solvents.** The use of volatile solvents to manufacture cannabis products or personal consumption is prohibited.

4. All structures used for personal cannabis cultivation (not limited to accessory structures, greenhouses, and garages) must be legally constructed with all applicable building and fire permits (not limited to grading, building, electrical, mechanical, and plumbing) and shall adhere to the development standards within the zone.

5. Lighting. Interior and exterior lighting shall utilize best management practices and technologies for reducing glare, light pollution, and light trespass onto adjacent properties and the following standards:

(a) Interior light systems shall be fully shielded, including adequate coverings on windows, to confine light and glare to the interior of the structure.

6. No personal use cannabis cultivated under this chapter shall be distributed to any person other than the personal use cultivator.

7. Noise. Use of air conditioning and ventilation equipment shall comply with the City's noise control ordinance. The use of generators is prohibited, except as short-term temporary emergency back-up systems.

8. If the cultivation occurs in a dwelling the dwelling unit shall be occupied as a residence and always retain legal and functioning cooking, sleeping and sanitation facilities.

9. If the cultivation occurs in a dwelling unit or other enclosed structure, a portable fire extinguisher that complies with regulations and standards adopted by the State Fire Marshal shall be kept in the area of cultivation.

Sec. 21.05.20 Personal Cultivation Violations, enforcement

In the discretion of the enforcement officer, any person violating the provisions of Chapter 12E shall be issued an administrative citation pursuant to Colusa Municipal Code Chapter 12C. Each such violation shall be deemed a separate offense. This section provides a civil penalty remedy that is in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this chapter.

Sec. 33.03 Cannabis and cannabis dispensary special use permit application and fee.

Commercial Cannabis business - special use permits, which may be revocable, conditional or valid for a term period, may be issued by the city council for any of the uses or purposes for which such permits are required or permitted by the City of Colusa Municipal Code. Guarantees to ensure compliance with terms and conditions may be required by the city council. For the purposes of this section, all references to cannabis - permits in the subsections of this Section 33.03 shall apply equally to cannabis dispensary special use permit applications, fees, issuance, and permits.

- (a) Cannabis business— Special Use Permit Application and Fee.
 1. Application for a cannabis business— special use permit shall be made to the city planning department in writing on a form prescribed by the city and shall be accompanied by plans and elevations necessary to show details of the proposed use or building. Such application shall be accompanied by a fee in an amount as established from time to time by resolution of the city council and of which no part shall be returnable to the applicant. The application shall be presented directly to the city council for action.
 2. The city council shall hold a public hearing within sixty days after filing of an application for a cannabis business –special use permit. Notice of use shall be given by one publication in a newspaper of general circulation published in the City of Colusa and by mailing notice to the applicant and owners of all property within three hundred feet of any boundary of the lot or parcel for which the cannabis-business— special use permit has been filed, as such owners are shown on the last equalized assessment roll of the County of Colusa. Notice in each case to be given at least ten days prior to such hearing for categorically exempt applications under CEQA, and twenty-one days for applications under CEQA for negative declarations and/or environmental impact reports prior to such hearing.
- (b) Action by the City Council.
 1. The findings of the city council shall be that the establishment, maintenance or operation of the use or building applied for will or will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or to be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.
 2. After making findings the city council shall either approve, with or without conditions, or deny said cannabis special use permit.
- (c) Revocation.
 1. In any case where the conditions of the granting of a cannabis business –special use permit have not been, or are not, complied with, the city council shall give notice to the permittee of intention to revoke such permit at least ten days prior to a hearing thereon. Following such hearing the city council may revoke such permit.
 2. In any case where a cannabis business—special use permit has not been used within one year after the date of granting thereof, then without further action by the city council the use permit granted shall be null and void.
- (d) Decision of the City Council Final. The decision of the city council shall be a final decision and appeal from said action shall be by writ of mandate in superior court.
- (e) Whenever a cannabis special use permit is granted, the county assessor shall be so notified within thirty days of such action.
- (f) The cannabis business—special use permit shall be issued to the operator, be conditional upon issuance and holding of a valid cannabis regulatory permit, and shall not run with the land.

-
- (g) No ~~cannabis-business-~~special use permit shall be issued until the city council approves a development agreement and a regulatory permit for the site, or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis cultivation in the city.
 - (h) The ~~cannabis business-~~special use permit shall run with the regulatory permit and not the land.

To: Mayor Greg Ponciano and members of the Colusa City Council
 From: City of Colusa Planning Commission, John Martin, Chair
 Re: **Summary of outcomes related to cannabis public workshops**
 Date: November 1, 2023

Dear Mayor Ponciano and Council Members:

We are pleased to report back to you on actions of the Colusa Planning Commission and City Staff, following your direction January 3, 2023, that we take a “deep dive” into city ordinances and policies related to cannabis. In response, the Planning Commission held a series of public workshops and a public hearing to discuss recommendations and potential changes to the city’s ordinances and policies.

Overview

The Planning Commission held four public workshops in January, March, and April, after which city staff and legal counsel drafted changes to the city’s Zoning Code Sections 21.5 and 33. A hearing on those proposed changes was publicly noticed in August and held September 13, then continued to October 11, when the Planning Commission adopting the proposed changes.

The value of the public workshops went well beyond the specific changes recommended for Zoning Code Sections 21.5 and 33. The workshops created an opportunity for staff to publicly present research and information about cannabis regulation, policies, and fees in other municipalities to form a basis a comparison for potential actions here. It also allowed staff to provide background and details on actions already taken to date to address or resolve identified matters of public concern. Overall, the public was able to see a more holistic picture of how the city has responded to the challenges and opportunities related to cannabis, and the City’s plans to further refine and implement policies going forward.

Many ideas aired during these public sessions have already been acted upon by the City. Others were captured in the Zone Code changes we adopted as recommendations to you on October 11. Additional ideas were discussed and considered, but ultimately not adopted, nevertheless ensuring that all voices had an opportunity to be heard.

We will rely on your staff to provide the full details, but we wanted to highlight our responses on several key issues that seemed of special interest to the public during and even prior to the workshops:

Odors. The Commission and public heard reports from City Staff regarding development of a Certificate of Occupancy for all existing and future cannabis businesses that will allow City Staff clear and direct enforcement authority ensuring that odor control equipment is installed and operating properly. City Staff also discussed how they record nuisance complaints related to odors. The Commission considered but ultimately did not recommend pursuing a threshold-based enforcement system, that is, a system based on using odor thresholds or number of public complaints recorded to trigger enforcement as these were deemed to be subjective and difficult to enforce.

Limits on facilities.

Dispensaries. Revised Zoning Code 21.5.01 limits dispensaries to only areas zoned General Commercial or Light Industrial. Revised Zoning Code 21.5.03(a) includes language limiting the number of dispensaries allowable in the City to one (1). However, by the same section, after a period of 18 months

and after certain reports are delivered by the City Manager, the City Council may at its own discretion increase the number of dispensaries in the City up to two (2).

Other facilities. The Commission and public heard reports from City Staff regarding current cannabis business permitting policy. Staff reported that the City is not currently accepting permit applications and therefore effectively has a moratorium on new cannabis businesses. Staff indicated that after the city builds its code enforcement capacity to an adequate level, it may recommend re-starting the application process. We understand that this would begin with a presentation updating City Council on improved code enforcement capacity, allowing the Council to determine whether to begin accepting applications. The Commission received no information during the workshops that led us to conclude that it is time to lift the moratorium, nor adequate information that could serve as a basis for setting a future limit on the number of (non-dispensary) facilities. Therefore, the Commission offers no further recommendations at this time.

Personal grow policy. Given that personal cultivation of cannabis is allowed by state law but is not explicitly allowed nor regulated by city ordinance, it was recommended that the Commission modify the Zoning Code to clarify the rules for personal cultivation. These modified rules are contained in Zoning Code 21.5 (subsections 17-20) as approved by the Commission on October 11. The Commission attempted to strike a balance between the need to have clear, enforceable rules for residents who wish to cultivate cannabis for personal use and the need to minimize the enforcement and regulatory burden for City Staff and the public. As revised, the ordinance is aligned with state law in that it allows up to six plants to be cultivated on any parcel. It requires that the cultivator either be the property owner or obtain signed, written permission from the property owner. Cultivated plants must not be visible from a public right of way, and cultivation areas must be fenced and locked. The Commission considered but ultimately did not recommend adoption of requirements that the City administer a permit application system for residential cultivation, nor charge fees for such.

Fees and fines.

Fees. Based on comments from the public before and during the workshop process, the Planning Commission requested that City Staff research and present information on permitting and regulatory fees for cannabis businesses in other jurisdictions, particularly in cities of comparable size. City Staff presented this information during the public workshops. City Staff recommended and the Planning Commission concurred that there was justification to raise the annual regulatory fee for cannabis businesses from \$2,000 to \$3,000. The City Council considered and adopted this recommendation in June 2023. Notwithstanding the above action, after reviewing other information presented by City Staff, the Commission concluded that permitting fees charged by the City of Colusa for cannabis businesses fall within the range charged by other jurisdictions and that no compelling evidence was presented justifying either the raising or the lowering of the current fees.

Fines. The current maximum daily administrative fine under City ordinance for violations by cannabis businesses is \$1,000/day. The Commission, following discussion during the September 13/October 11 Public Hearing, recommended that this fine be increased to \$5,000/day, with the understanding that this remains a maximum and City Staff have discretion to utilize a lower fine in their own professional judgement. This change is captured in Zoning Code 21.5.15 as adopted by the Commission on October 11. For personal cultivation, Zoning Code 21.5.20 describes fines of \$150 for

first-time infractions, \$250 for repeated infractions and \$500 for violations determined to be a misdemeanor.

City of Colusa Planning Commission, John Martin, Chair

A handwritten signature in blue ink, appearing to read "John Martin". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.



City of Colusa California

STAFF REPORT

DATE: November 7, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Public Hearing of an Ordinance to repeal and replace City Ordinance Chapter 12E

Recommendation: Council to open the public hearing, and introduce, read by title only, and waive the full first reading of the proposed Ordinance: An Ordinance of the City Council repealing Chapter 12E of the Colusa Municipal Code entitled "Medical Marijuana Cultivation" and reenacting Chapter 12E to be retitled "Personal Cannabis Cultivation"

BACKGROUND ANALYSIS:

The City of Colusa began reviewing all zone and city ordinance codes pertaining to Commercial Cannabis. In this review, staff found that in order to bring all city codes up to standard and meet current state laws, Chapter 12E must be repealed and retitled, with additional updates.

BUDGET IMPACT:

None at this time

STAFF RECOMMENDATION:

Council to introduce and read by title only the Ordinance to repeal and retitled Chapter 12E

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA
REPEALING CHAPTER 12E OF THE COLUSA MUNICIPAL CODE ENTITLED
“MEDICAL MARIJUANA CULTIVATION” AND REENACTING CHAPTER 12E
TO BE RETITLED “PERSONAL CANNABIS CULTIVATION,”**

WHEREAS, the City of Colusa currently regulates medical marijuana cultivation under Chapter 12E of the Colusa Municipal Code; and

WHEREAS, recent changes in state law, including the passage of Proposition 64 by the voters, effective November 9, 2016, which enacted the Control, Regulate and Tax Adult Use of Cannabis Act, have prompted the City to update its cannabis/marijuana cultivation regulations;

WHEREAS, the City of Colusa, pursuant to its police power, may adopt regulations to protect the health, safety and welfare of the public, Cal. Const. art. XI, § 7, Cal. Govt. Code § 37100, and thereby is authorized to declare what use or condition constitutes a public nuisance; and

WHEREAS, Section 38771 of the California Government Code 38771 authorizes the City through its legislative body to declare actions and activities that constitute a public nuisance; and

WHEREAS, City Council finds that the provisions of this Ordinance are consistent with the City of Colusa’s General Plan; and

WHEREAS, the proposed amendments to the City of Colusa Municipal Code, provide for the “public necessity and convenience and general welfare;” and

WHEREAS, the proposed amendments would not be detrimental to the public’s health, safety and welfare; and

WHEREAS, the City of Colusa staff, pursuant to the provisions of the California Environmental Quality Act (hereinafter “CEQA”) (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that the Ordinance is exempt pursuant to Section 15061(b)(3) of Title 14 the California Code of Regulations; and, no further environmental analysis is required, and a notice of exemption will be filed; and

WHEREAS, the City Council finds that the outdoor cultivation of cannabis significantly impacts, or has the potential to significantly impact, the City’s jurisdiction. These impacts include the following:

- A. Public safety agencies, city residents, and other public entities have reported adverse impacts from outdoor cannabis cultivation, including disagreeable odors and release of pollen that can aggravate the respiratory system; increased risk of burglary and other property crimes; and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes.
- B. The creation of persistent strong odors as cannabis plants mature and flower is offensive to many people and creates an attractive nuisance, alerting persons to the location of valuable cannabis plants and creating an increased risk of crime.
- C. The unregulated cultivation of cannabis can adversely affect the health, safety and well-being of the city and its residents. Comprehensive regulation of premises used for cannabis cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, smells and indoor electrical fire hazards that may result from unregulated cannabis cultivation, especially if the amount of cannabis cultivated on a single premises is not regulated and substantial amounts of cannabis can be cultivated in a concentrated place.
- D. Unlimited and unregulated indoor cultivation of substantial amounts of cannabis also frequently requires excessive use of electricity, which often creates an unreasonable risk of fire from the electrical grow lighting systems used in indoor cultivation.
- E. Children are particularly vulnerable to the effects of cannabis use, and the presence of cannabis plants has proven to be an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children including hospitals, schools, church parks or playgrounds, childcare centers, recreation centers or youth centers. Cultivation of any amount of cannabis at, or near these sensitive uses presents unique risks that the cannabis plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with cannabis cultivation in such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation of any amount of cannabis in such locations or premises is especially hazardous to public safety and welfare, and to the protection of children and the person(s) cultivating the cannabis plants.
- F. The cultivation of cannabis in other cities has resulted in calls for service to the police department, including calls for robberies thefts, and physical assaults from cannabis that is grown outdoors;
- G. Cannabis growth poses significant safety risks for surrounding neighbors, including but not limited to, risks of violent confrontation in connection with attempts to steal cannabis, risk of fire from improperly wired electrical lights within structures growing cannabis, risk of guard dogs and security measures associated with structures and properties growing cannabis; and
- H. Staff and residents of the city have observed that the smell associated with cannabis cultivation is severe enough that it interferes with the use and enjoyment of property in the city.

WHEREAS, the City Council of the City of Colusa finds that it is in the interest of the health, safety and welfare of the City to prohibit outdoor cannabis cultivation and to limit and regulate the indoor cultivation of cannabis within the City; and

WHEREAS, the City does not intend by enacting this ordinance to either burden any defense to a criminal prosecution set forth in the CUA, the MMPA, or the MCRSA, or any other state law, or to criminalize any activities otherwise permitted by the state legislature through the CUA, the MMPA, or the MCRSA, or any other state law.

WHEREAS, the City of Colusa City Council has considered public comment at a duly noticed public hearing.

THE CITY COUNCIL OF THE CITY OF COLUSA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Compliance with California Environmental Quality Act.

The City Council finds that the adoption of this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly, and a notice of exemption shall be filed accordingly. This Article will have no direct or indirect effect on the environment because it is not permitting any new activity, it is regulating activity, namely the cultivation of cannabis for personal use that is now permitted under state law. The regulations prevent negative impacts on the environment by prohibiting excessive energy or water usage in the cultivation, prevents the use and discharge of hazardous chemicals into City wastewater facilities, and adds other health and safety regulations to protect minors from accessing cannabis cultivation sites, and protects the citizenry from potential negative impacts of others' cultivation activities.

Section 2. The City desires to adopt regulations consistent with the Control, Regulate and Tax Adult Use of Cannabis Act enacted by the passage of Proposition 64 (“AUMA”) and State of California statutes and regulations regarding the use and cultivation of cannabis for personal use.

Section 3. Chapter 12E of the Colusa Municipal Code is hereby repealed and reenacted to read as follows:

Chapter 12E – PERSONAL CANNABIS CULTIVATION

12E-010 - Purpose.

- A. The purpose of this chapter is to prevent community-wide adverse impacts including, but not limited to, increased criminal activity, fire and chemical hazards, objectionable odors, late night traffic, and the general deterioration of neighborhoods associated with cannabis cultivation for personal use.

- B. Cannabis cultivation in the city can adversely affect the health, safety, and well-being of city residents. Therefore, reasonable regulation of cannabis cultivation is proper and necessary to avoid the concentration of substantial amounts of cannabis in one place and to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated cannabis cultivation.

12E-020 - Definitions.

For the purposes of this chapter, the following definitions shall apply:

"Cannabis" means all parts of the plant cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes cannabis infused in foodstuff. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

"Cannabis cultivation" or "cannabis cultivation activities" shall mean the planting, growing, harvesting, drying, processing, or storage of one or more cannabis plants or any part thereof.

"Cannabis plant" shall mean any mature or immature cannabis plant, or any cannabis seedling.

"Childcare center" shall mean any licensed childcare center, daycare center, childcare home, or any preschool.

"Church" shall mean any structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.

"Commercial cannabis activity" shall mean the possession, processing, transporting, obtaining, purchasing, or giving away, storing, cultivation, or manufacture of cannabis for compensation or sale. "Commercial cannabis activity" shall also mean the laboratory testing, distribution, delivery, dispensing, mobile dispensing, or mobile delivery of cannabis.

"Community center" shall mean any facility open to the public at which classes, social activities, recreational activities, educational activities, support, and public information are offered for all residents of the community.

"Fully Enclosed And Secure Structure" shall mean a building completely detached from a residence that complies with the California Building Code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as 2" x 4" nominal or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Exterior walls must be constructed with nontransparent material. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement. Hoop Style Greenhouses or an equivalent style are not allowed.

"Enforcement officer" shall mean the chief of police, building official, code enforcement official, environmental health department director, public health officer, agricultural commissioner, fire chief, clerk of the board of supervisors, or their designees.

“Hoop Style Greenhouse” is a temporary structure used as a greenhouse or a season extender and is characterized by its typical construction of polyethylene and PVC pipe. Also known as a hoop house, poly-tunnel, poly-house, or high-tunnel.

"Indoors" shall mean inside a private residence or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure.

“Outdoors” means any location within the City of Colusa that is not within a fully enclosed and secure structure.

"Park" shall mean any public playground, public recreation center or area, and other public areas created, established, designed, maintained, provided, or set aside by the county, and city or any other public entity or agency, for the purposes of public rest, play, recreation, enjoyment or assembly, and all buildings and structures located thereon or therein.

“Personal Grow” shall mean no more than the total of six plants per residence, both indoor and outdoor, regardless of number of persons living there

"Premises" shall mean a single parcel of property. Where contiguous parcels are under common ownership or control, such contiguous parcels shall be counted as a single "premises" for purposes of this chapter.

"Primary caregiver" shall have the same meaning as set forth in Health and Safety Code sections 11362.5 and 11362.7, et seq.

“Private Residence” shall have the same meaning as contained in Health and Safety Code Section 11362.2 (b)(5) as it now reads or as amended.

“Public Right-Of-Way” shall mean any public street, sidewalk, trail, or navigable waterway, as well as any property owned by a public agency.

"Qualified patient" shall have the same meaning as set forth in Health and Safety Code sections 11326.5 and 11362.7, et seq.

"Rear yard" shall mean the rear open space portion of any premises, whether fenced or unfenced.

"Residential unit" means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation on a premises or legal parcel located within a residential or agricultural-residential zoning district.

"Responsible party" shall mean: (1) each person committing the violation or causing a condition on a premises located within the jurisdiction of the city which violates this chapter; (2) each person who has an ownership interest in that premises; or (3) each person who, although not an owner, nevertheless occupies or has a legal right or a legal obligation to exercise possession or control over that premises. In the event a person who commits the violation or causes the violation is a minor, then the minor's parents or legal guardian shall be deemed the responsible party.

"School" shall mean any institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education; excluding home school,

vocational or professional institution of higher education, including a community college, junior college, college or university.

12E-030 - Site location, operation, and development standards.

Non-commercial cultivation of small amounts of cannabis for personal use is only permitted in residential zones when all of the following conditions and standards are met:

A. Generally.

1. Cannabis cultivation is permitted only on parcels with residential units where the owner of the Personal Grow resides full-time. Only one Personal Grow is allowed per person and such person shall not participate in personal cannabis cultivation in more than one location within the city. Cannabis cultivation activities may only occur within a residential unit, garage or fully enclosed and secure structure that is secured and locked.
2. From the public right-of-way, there shall be no exterior evidence of cannabis cultivation.
3. The cannabis cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to the use of storage of materials, processes, products or waste.
5. Cultivation shall not exceed six cannabis plants of any size per residential unit. The maximum number of plants shall be limited regardless of the number of qualified patients or primary caregivers residing on the property.
6. Cannabis cultivation activities shall not be upon any property or parcel containing a childcare center, school, or place of religious or public assembly.
7. Indoor grow lights shall not exceed one thousand two hundred watts and shall comply with the California Building, Electrical and Fire Codes as adopted by the city.
8. Cannabis cultivation activities shall not be accessible to persons under eighteen years of age.

B. Cannabis cultivation within residential units, specifically.

In addition to those requirements listed in Subsection A. of this section, cannabis cultivation activities within a residential unit shall also comply with the following requirements:

1. The residential unit shall, at all times, maintain a kitchen, bathroom, and primary bedroom(s) for their intended purpose, and shall not be used for cannabis cultivation.
2. Any cannabis cultivation activities shall not create humidity, mold, or other nuisance condition.

C. Cannabis cultivation within a fully enclosed and secure structure, specifically.

In addition to those requirements listed in Subsection A. of this section, cannabis cultivation activities within a detached accessory structure shall also comply with the following requirements:

1. The structure shall be no smaller than one hundred twenty square feet in size.
2. The structure shall be located within the rear yard area of any legal parcel or premises.
3. The structure shall maintain a minimum setback of ten feet from any property line.
4. Any accessory structure used for cannabis cultivation must have a valid building permit issued by the city building official. The building official shall consult with the planning director and enforcement officers in consideration of any building permit application seeking a building permit for the construction or alteration of any detached accessory structure to be used for cannabis cultivation.

12E-040 - Other applicable regulations.

- A. There shall be no variances or deviations permitted to any standards or requirements within this chapter.
- B. Nothing in this chapter is intended to authorize the cultivation, possession, or use of cannabis in violation of state law.

12E-050 - Prohibited activities declared a public nuisance.

- A. It is hereby declared to be unlawful for any person owning, leasing, occupying, or having charge or possession of any parcel within the city of Colusa to create a public nuisance in the course of cultivating cannabis plants or any part thereof. A public nuisance may be deemed to exist if such activity produces:
 1. Odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public;
 2. Repeated responses (more than three times in a one-year time period) to the parcel from law enforcement officers;
 3. Repeated disruption (more than three times in a one-year time period) to the free passage of persons or vehicles in the neighborhood;
 4. Excessive noise in violation of applicable city noise standards in the general plan or municipal code;
 5. Any other impacts on the neighborhood which are disruptive of normal activity in the area. It is unlawful and a public nuisance for any person owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the city to cause or allow such parcel or premises to be used for the outdoor cultivation of cannabis plants.
- B. It is unlawful and a public nuisance for any person to use gas products, such as CO₂, butane, propane, and natural gas, for the cultivation, extraction, or processing of personal use cannabis.
- C. It is unlawful and a public nuisance for any person to use generators for personal use cannabis cultivation activities.
- D. In addition to the foregoing, any use or condition caused or permitted to exist in violation of any of the provisions of this chapter shall be and is hereby declared a public nuisance and may be abated by the city or subject to any available legal remedies, including but not limited to,

civil injunctions. The prohibitions outlined in this chapter shall be imposed regardless of the number of qualified patients or primary caregivers residing at the premises or participating directly or indirectly in the cultivation. Further, this prohibition shall be imposed notwithstanding any assertion that the person(s) cultivating cannabis are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating cannabis.

12E-060 - Enforcement, violations and penalties.

In the discretion of the enforcement officer, any person violating the provisions of this chapter shall be issued an administrative citation pursuant to Colusa Municipal Code Chapter 12C. Each such violation shall be deemed a separate offense. This section provides a civil penalty remedy that is in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this chapter.

SECTION 4: Any provision of the Colusa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5: Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of Colusa declares that it would have adopted all the provisions of this ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 6: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

APPROVED FOR INTRODUCTION AT A REGULAR MEETING on the ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: November 7, 2023
TO: City Council – Public Hearing
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Public Hearing of Consideration Approving a Resolution of the amendments and updates to City Ordinance Chapters 12D and 12F

Recommendation: The Council to approve the proposed Resolution 23-

BACKGROUND ANALYSIS:

The City of Colusa began reviewing Planning Zone Articles 21.5 and 33, City Code Chapters 12D-F concerning Commercial Cannabis and Personal Use Cannabis within the City of Colusa in September 2022. Originally written and approved in 2017, with the addition of retail dispensaries added in May of 2022, City staff reviewed and recommended a general clean up and update of all articles and ordinances pertaining to Cannabis within the City of Colusa.

Using Zoning Articles 21.5 and 33 as the basis for all amendments needed, Chapters 12E and 12F were adjusted accordingly to reflect all updates pertaining to permit limits, odor control, applications, and general language cleanup.

Once articles and ordinances are approved, City Staff will bring forward new policies that reflect the changes for council approval, including but not limited to the new application standard operating procedure (SOP).

BUDGET IMPACT:

None at this time

STAFF RECOMMENDATION:

Approve Resolution 23-
 Attachment, Chapter 12E
 Attachment, 12F

RESOLUTION NO. 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA CONCERNING REVISIONS TO CITY ORDINANCE CHAPTERS 12D AND 12F

WHEREAS, on November 7, 2023, the City of Colusa City Council amendments, and updates to Chapters 12D and 12F, reflecting updated requirements and revised definitions, and

WHEREAS, the City Council has a duly called, advertised, and conducted a Public Hearing required by law concerning the aforementioned Article Updates, and the opportunity to submit input; and

WHEREAS,. The City Council of the City of Colusa, CA has considered public testimony at the regularly scheduled meeting of November 7, 2023.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA DOES HEREBY RESOLVE:

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Effective Date. This Resolution shall be effective immediately.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Passed and adopted this seventeenth day of November7, 2023 by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

 GREG PONCIANO, MAYOR

 Shelly Kittle, City Clerk

Chapter 12D - CANNABIS DISPENSARIES

12D-1 - General Provisions.

- A. Purpose and Intent. It is the purpose and intent of this Chapter to provide opportunities for cannabis dispensaries to operate in the City for both adult use cannabis and cannabis products, defined as cannabis or cannabis products that are intended for adults who are 21 years of age and older and who do not possess a physician's recommendation, and medical cannabis and medical cannabis products, while imposing regulations on the use of land to protect the City's neighborhoods, residents, and businesses from negative impacts. It is a further purpose and intent of this Chapter to regulate the retail sales and retail delivery of cannabis and cannabis-related products in a manner which is responsible, which protects the health, safety, and welfare of the residents of Colusa, and to enforce rules and regulations consistent with state law. In part to meet these objectives, an annual permit shall be required in order to own and/or to operate a cannabis dispensary within Colusa. Nothing in this Chapter is intended to authorize the possession, use, or provision of cannabis for purposes which violate state or federal law. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.
- B. It shall be unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City the operation of a cannabis dispensary unless the person first obtains and continues to maintain a valid Cannabis Dispensary Permit from the City as required by this section.
- C. Legal Authority. Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the provisions of the Medicinal and Adult Use of Cannabis Regulation and Safety Act, Cal Bus & Prof Code Section 26000 *et seq.* ("MAUCRSA"), the city is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-related activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the state, or any of its departments or divisions, shall be the minimum standards applicable in the city to cannabis, and/or cannabis-related activity.
- D. Compliance with Laws. It is the responsibility of the owners and operators of the cannabis dispensary to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions which violate federal, state law or local law with respect to the operation of a cannabis dispensary. It shall be the responsibility of the owners and the operators of the cannabis dispensary to ensure that the cannabis dispensary is, at all times, operating in a manner compliant with all applicable federal, state and local laws, the 2008 Attorney General Guidelines, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the cannabis dispensary permit. Nothing in this Chapter shall be construed as authorizing any actions which violate federal or state law with regard to the operation of a cannabis dispensary.

12D-2 - Definitions.

When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated

thereunder, and is deemed to include any successor or amended version of the referenced statute or regulatory provision. Any term used in this Chapter not expressly set forth in this section shall have the meaning defined in Chapter 12F.

- A. "Cannabis" means all parts of the *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.
- B. "Cannabis activity" includes cultivation, manufacture, processing, laboratory testing, transporting, delivery, distribution, or sale of cannabis or a cannabis product, within the meaning of California Business and Professions Code 26000 et seq.
- C. "Cannabis business" means any business or operation which engages in cannabis activity.
- D. "Cannabis dispensary permit" means a regulatory permit issued by the City of Colusa pursuant to this Chapter to a cannabis dispensary, and is required before any cannabis activity may be conducted in the City. The initial permit and annual renewal of a cannabis dispensary permit is made expressly contingent upon the dispensary's ongoing compliance with all of the requirements of this Chapter and any regulations adopted by the City governing the cannabis activity at issue.
- E. "City" or "City of Colusa" means the City of Colusa, a California general law City.
- F. "Cultivation" and "Commercial Cultivation" are defined as: "Cultivation" means any activity, whether occurring indoors or outdoors, involving the propagation, planting, growing, harvesting, drying, curing, grading, and/or trimming of cannabis plants or any part thereof for any purpose, including medical marijuana; and "Commercial Cultivation" means only State-licensed Indoor facilities for cannabis cultivation consisting solely of processing (drying, curing, trimming, and packaging of) cannabis flower (corresponding with State CDFA Cultivation License Type for "Processor") or nursery operations (corresponding with State CDFA Cultivation License Type for "Nursery")
- G. "Cultivation site" means a facility where cannabis is cultivated, propagated, planted, grown, harvested, dried, cured, graded, or trimmed, or that does all or any combination of those activities.
- H. "Delivery" means the commercial transfer of cannabis or cannabis products from a dispensary, up to an amount determined to be authorized by the State of California, or any of its departments or divisions, to anyone for any purpose. "Delivery" also includes the use by a dispensary of any technology platform owned, controlled, and/or licensed by the dispensary, or independently licensed by the State of California under the MAUSCRA (as the same may be amended from time-to-time), that enables anyone to arrange for or

facilitate the commercial transfer by a licensed dispensary of cannabis or cannabis products.

- I. "Delivery Only Cannabis Dispensary" means a Dispensary that does not have a storefront sales facility open to the public for retail sales.
- J. "Dispensary" means a cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale.
- K. "Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a dispensary.
- L. "Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.
- M. "Marijuana" means "cannabis," as that term is defined in this Chapter.
- N. "Medical cannabis," "medical marijuana," "medical cannabis product" or "medical cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time). For purposes of this Chapter, "medical cannabis" does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.
- O. "Microbusiness" means a location operating as a microbusiness as defined in the state regulations issued by the Bureau of Cannabis Control for cannabis microbusinesses.
- P. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.
- Q. "State License" means a permit or license issued by the State of California, or one of its departments or divisions, under MAUSCRA to engage in cannabis activity.
- R. "Storefront Cannabis Dispensary" means a Dispensary which utilizes a retail storefront operation open to the public for retail sales.
- S. "Topical cannabis" means a product intended for external use. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.
- T. "Transport" means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting cannabis activity authorized by the MAUSCRA.
- U. "Transporter" means a person authorized to transport cannabis or cannabis products in amounts authorized by the State of California, or by one of its departments or divisions under the MAUSCRA.

12D-3 - Limitation on the Number of Cannabis Dispensaries.

- A. Initial Maximum Number of Cannabis Dispensary Permits.
1. Upon the effective date of this provision, the City Council may issue a maximum of up to **two (2) cannabis dispensary permits** to a qualified storefront retail cannabis dispensary or cannabis microbusiness at any one given time.
 2. Upon the effective date of this provision, the City Council may issue a maximum of **up to two (2)** cannabis dispensary permits to a qualified delivery only cannabis dispensary at any one given time.
 3. The dispensary permits shall be issued in accordance with the application and permit approval process contained in this Chapter 12D and resolutions adopted pursuant to this Chapter.
 4. The cannabis dispensary must obtain a cannabis dispensary permit from the City before commencing operations, must be in compliance with all applicable state and federal laws pertaining to its operation, including obtaining all necessary licenses from the state, and shall comply with all applicable operational and zoning requirements set forth in the Colusa Municipal Code.
 5. No cannabis dispensary permit shall be valid until either the city council approves a development agreement for the site, an operations agreement for a site, or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis dispensaries in the city.
 6. Nothing in this Chapter creates a mandate that the City Council must issue one or more cannabis business permit to a cannabis dispensary if the City Council determines that there are no qualified applicants, the proposed locations for cannabis businesses are incompatible with neighboring land uses, or if the City Council determines that the issuance of a cannabis dispensary would have a negative effect on the health, safety, or welfare of the citizens or businesses of Colusa, or for any other reason allowed by law.
- B. City Council Review and Increased Maximum Number of Cannabis Dispensaries to be Issued. Twelve (12) months after the first cannabis dispensary permit is issued, the City Manager shall deliver a report to the City Council during a regular meeting which examines the positive and negative impacts that the cannabis dispensary has had on the community during the preceding twelve (12) months. The report shall include, among other things, an analysis of how the cannabis dispensary has complied with state and local regulations, any positive or negative community and law enforcement impacts, and any revenue generated. If after hearing the report the City Council makes a determination that there are no significant consequences of allowing cannabis dispensaries to operate in the City, the City Council at its sole discretion may vote to expand the number of authorized cannabis dispensary permits to be issued up to a maximum of six dispensary permits. If the City Council takes no action, or finds that the impacts are unacceptable, then the maximum number and type of cannabis dispensaries authorized shall continue to be limited to two (2) retail storefront cannabis dispensary permits as provided in subdivision 1 above, and two (2) delivery only cannabis dispensary permits as provided in subdivision 2 above.

12D-4 - Application for Cannabis Dispensary Permit: Renewal Applications; and Effect of Revocation or Suspension of State License.

- A. Initial Application Procedure.

1. The City Council shall adopt by resolution the procedures which will govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any cannabis dispensary permit(s). The resolution shall authorize the City Manager or his or her designee to prepare the necessary forms, adopt any necessary rules, regulations and processes, solicit applications, conduct initial evaluations of the applicants, and to ultimately provide a final recommendation to the City Council of the top two (2) applicants for consideration for retail storefront/microbusiness dispensary permits and the top two (2) applicants for consideration for delivery only dispensary permits.
 2. At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.
 3. After the initial review the City Manager or his designee will make a recommendation to the City Council, and the City Council shall make a final determination in accordance with the selection procedure set forth in the Resolution adopted by the City Council.
- B. The City's Reservation of Rights:
- The City reserves the right to reject any or all applications. The City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided a failure to comply with other requirements in this Chapter, an application RISKS BEING REJECTED for any of the following reasons:
1. Proposal received after designated time and date.
 2. Proposal not containing the required elements, exhibits, nor organized in the required format.
 3. Proposal considered not fully responsive to this request for permit application.
 4. Proposal contains excess or extraneous material not called for in the request for permit application.
- C. Expiration of Cannabis Dispensary Permits. A cannabis dispensary permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance. Cannabis dispensary permits may be renewed as provided in subsection E below.
- D. Revocation of Permits. Cannabis dispensary permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to this Chapter 12D or applicable sections of Chapter 12F.
- E. Renewal Applications.
1. An application for renewal of a cannabis dispensary permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
 2. The renewal application shall contain all the information required for new applications.
 3. The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter.

4. An application for renewal of a cannabis dispensary permit shall be rejected if any of the following exists:
 - a. The application is filed less than sixty (60) days before its expiration.
 - b. The cannabis dispensary permit is suspended or revoked at the time of the application.
 - c. The cannabis dispensary has not been in regular and continuous operation in the four (4) months prior to the renewal application, unless substantial evidence is provided to the City Manager to show the failure to operate is due to a delay in state license processing or other market factors outside of the control of the licensee.
 - d. The cannabis dispensary has failed to conform to the requirements of this Chapter, or of any regulations adopted pursuant to this Chapter as existing at the time the original permit was issued, including separation of the location from sensitive uses.
 - e. The permittee fails or is unable to renew its State of California license.
 - f. If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Chapter, or the City's Municipal Code as existing at the time the original permit was issued, including separation of the location from sensitive uses, or of the state rules and regulations, and the City or state has determined that the violation is grounds for termination or revocation of the cannabis dispensary permit.
 5. The City Manager or his designee is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or his designee is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or his designee shall be handled pursuant to Section 12D-5 entitled "Appeals."
 6. If a renewal application is rejected, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.
- F. Effect of state license suspension, revocation, or termination. Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis dispensary to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis dispensary, such revocation or termination shall also revoke or terminate the ability of a cannabis dispensary to operate within the City of Colusa.

12D-5 - Appeals.

- A. Appeals from Decisions of the City Manager or his Designee under this Chapter. Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Chapter from a decision of the City Manager or his or her designee, the appeal shall be conducted as prescribed in this Section.
- B. Written request for Appeal.
 1. Within ten (10) calendar days after the date of a decision of the City Manager or his designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.

2. At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

C. Appeal Hearing.

1. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo, and shall conduct the hearing pursuant to the procedures set forth by the City.
2. The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
3. At the hearing the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
4. At the conclusion of the hearing the City Council may affirm, reverse or modify the decision appealed. The decision of the City Council shall be final.

12D-6 - Permittee Selection Process.

A. Selection and Review of Finalists.

1. The City Council shall adopt by resolution a procedure by which the top two applicants applying for a cannabis dispensary permit in each dispensary category will be presented to the City Council for a final determination at a public meeting.
2. The top three finalists in the cannabis dispensary category shall be invited to attend the City Council meeting, where they will be expected to make a public presentation introducing their team and providing an overview of their proposal. In order to provide adequate time, presentations may be divided over more than one meeting over multiple days as determined to be necessary. In order to provide adequate time, presentations may be divided over more than one meeting over multiple days as determined to be necessary.
3. At least ten (10) days prior to the hearing, notice of the hearing shall be sent to all property owners located within three hundred (300) feet of the proposed dispensary locations of each of the finalists to be considered by the City Council.
4. The City Council shall rank the final three candidates and shall select one or more candidates to be issued a cannabis permit for a cannabis dispensary as permitted by this Chapter 12D. The City Council's decision as to the selection of the candidate(s) to receive a cannabis dispensary permit shall be final.
5. Official issuance of a cannabis dispensary permit, however, is conditioned upon the prevailing candidate(s) obtaining all required land use approvals. Following the Council's selection, the prevailing candidate(s) shall apply to the City's planning department to obtain any required land use approvals or entitlements for the permittee's location, if any. Land use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act (CEQA). The City Manager shall formally issue a cannabis dispensary permit once the City Manager and Chief of Police have both affirmed that all of the required land use approvals have been obtained.

If the selected permittee(s) is/are unable to fulfill all the requirements of obtaining the cannabis dispensary permit(s), the City Council, in its sole discretion, may award the

permit to the next highest ranked applicants, or may begin the application process again to allow for selection of a new set of applicants.

6. Issuance of a cannabis dispensary permit does not create a land use entitlement. A cannabis dispensary permit shall only be for a term of twelve (12) months, and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this Chapter and of the permit, have been complied with.
 7. Notwithstanding anything in this Chapter to the contrary, the City Council reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a cannabis dispensary permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Chapter.
 8. If an application is denied, a new application may not be filed for one (1) year from the date of the denial.
 9. A person or entity granted a cannabis dispensary permit shall be required to pay the permit fee established by resolution of the City Council, to cover the costs of administering the cannabis dispensary permit program created in this Chapter."
- B. Prohibition on Transfer of Cannabis Dispensary Permits.
1. Cannabis dispensary permits are not a property right, and permittees have no economic interest in any permit issued to them. No person may transfer ownership or control of a cannabis dispensary or transfer any cannabis dispensary permit issued under this Chapter without the express written consent of the City Manager after a finding, based on substantial evidence, that the sale or transfer is for financing or business restructuring purposes which will result in no substantial change of the management of the dispensary from the then current management team.
 2. Any attempt to transfer ownership of a cannabis dispensary or of a cannabis dispensary permit without the express written consent of the City Manager shall render the cannabis dispensary permit void.
 3. In any situation where a permit has been lost as a result of an attempted transfer of the cannabis dispensary permit or of the cannabis dispensary, or as a result of the abandonment or revocation of the permit, any new permit shall be issued using the standard process for the issuance of permits in the first instance. No preference shall be given to any person proposed as new owner or assignee by the former permit holder. In such case, prior to accepting any new applications, the City shall post the availability of the cannabis dispensary permit at issue on the City's website. The City Manager or his/her designee may take other actions to help ensure the broadest pool of applicants for the new permit.

12D-7 - Requirements Before Permittee May Commence Operations.

- A. City Business License. Prior to commencing operations, a cannabis business shall obtain a City of Colusa business license.
- B. Building Permits and Inspection. Prior to commencing operations, a cannabis dispensary shall be subject to a mandatory building inspection, and must obtain all required permits and

approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), fire department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.

- C. Certification from Planning Director. Prior to commencing operations, a cannabis dispensary must obtain a certification from the Planning Director certifying that the business is located on a site that meets all of the requirements of the City's Zoning and Municipal Code.
- D. Right to Occupy and to Use Property. As a condition precedent to the City's issuance of a cannabis dispensary permit pursuant to this Chapter, any person intending to open and to operate a cannabis dispensary shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from another person, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the cannabis dispensary on the owner's property.
- E. Limitations on City's Liability. To the fullest extent permitted by law, the City of Colusa shall not assume any liability whatsoever with respect to having issued a cannabis dispensary permit pursuant to this Chapter or otherwise approving the operation of any cannabis dispensary. As a condition to the approval of any cannabis dispensary permit, the applicant shall be required to meet all of the following conditions before they can receive the cannabis dispensary permit:
 1. They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Colusa, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of the cannabis dispensary permit, the City's decision to approve the operation of the cannabis dispensary or activity, to process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the cannabis dispensary or any of its officers, employees or agents.
 2. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city attorney.
 3. Reimburse the City of Colusa for all costs and expenses, including but not limited to attorney fees and costs and court costs, which the City of Colusa may be required to pay as a result of any legal challenge related to the City's approval of the applicant's cannabis dispensary permit, or related to the City's approval of a cannabis activity. The City of Colusa may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

12D-8 - Operating Requirements for Cannabis Dispensaries.

- A. Compliance with Laws. It is the responsibility of the owners and operators of the cannabis dispensary to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions which violate state law or local law with respect to the operation of a cannabis dispensary. It shall be the responsibility of the owners and the operators of the cannabis dispensary to ensure that the cannabis dispensary is, at all times, operating in a manner compliant with all applicable state and local laws, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific,

additional operating procedures or requirements which may be imposed as conditions of approval of the cannabis dispensary permit. Nothing in this Chapter shall be construed as authorizing any actions which violate state law with regard to the operation of a cannabis dispensary.

B. Fees, Charges and Taxes.

1. No person may commence or continue any cannabis activity in the City, without timely paying in full all fees, charges, and any applicable taxes required for the operation of a cannabis dispensary. Fees and charges associated with the operation of a cannabis activity shall be established by resolution of the City Council which may be amended from time to time.
2. A cannabis dispensary authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Cannabis dispensaries shall cooperate with City with respect to any reasonable request to audit the cannabis dispensary's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

C. Hours of Operation. Storefront cannabis dispensaries or cannabis microbusinesses may be open for access to the public only between the hours of 8:00 A.M. and 8:00 P.M. Monday through Sunday. Delivery only cannabis dispensaries may operate only during the hours specified in the business's cannabis dispensary permit.

D. Restriction on Consumption. Cannabis shall not be consumed on the premises of any cannabis dispensary.

E. No outdoor storage of cannabis or cannabis products is permitted at any time.

F. Reporting and Tracking of Product and of Gross Sales. Each cannabis dispensary shall have in place a point-of-sale tracking system to track and report on all aspects of the cannabis dispensary including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The cannabis dispensary shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or his/her designee.

G. All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

H. Emergency Contact. Each cannabis dispensary shall provide the City Manager or his/her designee(s) with the name, telephone number (mobile preferred, if available) of an owner and or manager to whom emergency notice can be provided at any hour of the day.

I. Signage and Notices.

1. In addition to the requirements otherwise set forth in this section, dispensary identification signage for a cannabis dispensary shall conform to the requirements of the Colusa Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.
2. No signs placed on the premises of a cannabis dispensary shall obstruct any entrance or exit to the building or any window.

3. Each entrance to a cannabis dispensary shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis dispensary is prohibited.
- J. Minors.
1. Persons under the age of eighteen (18) years shall not be allowed on the premises of a cannabis dispensary unless the person is accompanied by their own parent, guardian, or primary caregiver. Persons under the age of eighteen (18) years of age shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a storefront cannabis dispensary who is not at least twenty-one (21) years of age.
 2. The entrance to the cannabis dispensary shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) years of age is permitted to enter upon the premises of the cannabis dispensary unless the person is accompanied by their own parent, guardian, or primary caregiver.
- K. Odor Control. Odor control devices and techniques shall be incorporated in all cannabis dispensaries to ensure that odors from cannabis are not detectable off-site. Cannabis dispensaries shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis dispensary that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis dispensary. As such, a cannabis dispensary must install and maintain the following equipment, or any other equipment which the City Manager or his/her designee(s) determine is a more effective method or technology:
1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally. The dispensary applicant shall provide a statement from the exhaust air filtration manufacturer that the system has been designed to achieve the above standard based on the specific building size and layout;
 2. An air system that creates negative air pressure between the cannabis dispensary's interior and exterior, so that the odors generated inside the cannabis dispensary are not detectable on the outside of the cannabis dispensary. The dispensary applicant shall provide a statement from the air system manufacturer that the system has been designed to achieve the above standard based on the specific building size and layout
- L. Display of Permit and City Business License. The original copy of the cannabis business permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the cannabis dispensary in a location readily-visible to the public.
- M. Background Check.
1. Pursuant to California Penal Code sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes, and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, or supervisor of the cannabis business must submit fingerprints and other information deemed necessary by the City Manager or his/her designee(s) for a background check by the Colusa Police

Department. Pursuant to California Penal Code sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record, no person shall be issued a permit to operate a cannabis business unless they have first cleared the background check, as determined by the Chief of Police, as required by this section.

2. A fee for the cost of the background investigation, which shall be the actual cost to the City of Colusa to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a cannabis business permit is submitted. The applicant(s) shall provide an initial deposit in an amount the City Manager or his/her designee(s) estimates will cover the cost of the background investigation, which shall be used and drawn upon as a retainer to cover the actual costs of such investigation. If this amount is not sufficient, the applicant shall provide additional amounts that are necessary and if the applicant is unable to provide the additional amounts necessary to complete the investigation, the investigation shall cease and shall not continue until such additional amounts are paid. Upon completion of the investigation or in the event the applicant withdraws their application, any fees paid for this process will be deemed non-refundable.
 3. The City shall not disseminate background check results information to any private party.
 4. When reviewing background check results, the Chief of Police shall verify that applicants have not been convicted of any crimes listed in Business and Professions Code section 26057. Applicants found to have committed any crimes listed in Business and Professions Code Section 26057 shall fail the background, and shall be ineligible for a City cannabis business permit.
- N. Loitering. The owner and/or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises of the business.
- O. Permits and other Approvals. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to establish and to operate.
- P. All cannabis business permittees other than cannabis dispensary businesses must comply with the following security requirements:
1. A cannabis business permittee shall comply with the security plan that is approved by the City Manager, which plan may include building specifications, lighting, alarms, and state-licensed security personnel.
 2. Each security plan approved by the City Manager must include the following:
 - a. Security surveillance cameras. Security surveillance cameras and a video recording system must be installed to monitor all doors into the buildings on the business site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights of way. The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the business site. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive.

- b. Security video recording and retention. Video from the security surveillance cameras must be recording at all times (24 hours a day, seven days a week) and the recording shall be maintained for at least 30 days. The video recordings shall be made available to the city upon request.
 - c. Alarm system. Professionally and centrally-monitored fire, robbery, and burglar alarm systems must be installed and maintained in good working condition. The alarm system must include a private security company that is required to respond to every alarm.
3. A cannabis business permittee shall report to the City Police Department all criminal activity occurring on the cannabis business site.

12D-9 - Additional Operating Requirements for Cannabis Dispensaries.

A. Records and Recordkeeping.

1. Each owner and operator of a cannabis dispensary shall maintain accurate books and records, detailing all of the revenues and expenses of the dispensary, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a cannabis business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each cannabis dispensary shall file a sworn statement detailing the number of sales by the cannabis dispensary during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.
2. Each owner and operator of a cannabis dispensary shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis dispensary, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis dispensary. The register required by this paragraph shall be provided to the City Manager or his/her designee(s) upon a reasonable request.
3. Each cannabis dispensary shall maintain a record of all persons, patients, collectives and primary caregivers served by the cannabis dispensary, for a period of no less than as required by state law.
4. Cannabis dispensaries shall maintain records of their inventory acquired, including the name and address of each supplier, the date of acquisition and the quantity acquired from each supplier, and the location of the cultivation of the supplier, and shall maintain a copy of the supplier's state license to cultivate (if required).
5. Subject to any restrictions under state or federal law, each cannabis dispensary shall allow City of Colusa officials to have access to the dispensary's books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City.

B. Security Measures.

1. A permitted cannabis dispensary shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis

products, and to deter and prevent the theft of cannabis or cannabis products at the cannabis dispensary. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following:

- a. Preventing individuals from remaining on the premises of the cannabis dispensary if they are not engaging in an activity directly related to the permitted operations of the cannabis dispensary.
 - b. Establishing limited access areas accessible only to authorized cannabis dispensary personnel.
 - c. All cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault. All cannabis and cannabis products, shall be kept in a manner as to prevent diversion, theft, and loss, except for limited amounts of cannabis used for display purposes or for immediate sale at a dispensary.
 - d. Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis dispensary which are open and accessible to the public, and all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis. The cannabis dispensary shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and the City's Police Department, and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager or his/her designee(s) and to the City's police department. Video recordings shall be maintained for a minimum of forty-five (45) days, and shall be made available to the City Manager or his designee upon request.
 - e. Sensors shall be installed to detect entry and exit from all secure areas.
 - f. Panic buttons shall be installed in all cannabis dispensaries.
 - g. Having a professionally installed, maintained, and monitored alarm system.
 - h. Any bars installed on the windows or the doors of the cannabis dispensary shall be installed only on the interior of the building.
 - i. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld.
 - j. Each cannabis dispensary shall have the capability to remain secure and operational during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
 - k. Entrances into the dispensary shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the dispensary, to separate it from the reception/lobby area.
2. A cannabis dispensary shall identify a designated security representative/liaison to the City of Colusa, who shall be reasonably available to meet with the City Colusa or his/her designee regarding any security related measures or and operational issues.

3. As part of the application and permitting process a cannabis dispensary shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.
4. The cannabis dispensary shall cooperate with the City whenever the City Manager or his designee makes a request, upon reasonable notice to the cannabis dispensary, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.
5. A cannabis dispensary shall notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:
 - a. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee.
 - b. Diversion, theft, loss, or any criminal activity involving the cannabis dispensary or any agent or employee of the cannabis dispensary.
 - c. The loss or unauthorized alteration of records related to cannabis, records of sales, or employees or agents of the cannabis dispensary.
 - d. Any other breach of security.
- C. Restriction on Alcohol Sales. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the cannabis dispensary.
- D. Owners and Operators are required to verify the age and the necessary documentation of each customer to ensure the customer is not under the age of eighteen (18) years.
- E. Dispensaries may have on-site, in the retail sales area of the dispensary, only that quantity of cannabis and cannabis products reasonably anticipated to meet the daily demand readily available for sale. Dispensaries may also sell non-cannabis products, such as cannabis and health related educational books and publications, apparel, and the like. However, sales of non-cannabis products shall constitute no more than fifteen percent (15%) of the floor area and not to exceed three hundred (300) feet.
- F. All restroom facilities shall remain locked and under the control of management.
- G. All cannabis and products containing cannabis shall be dispensed in packaging as required by state law, and shall remain in such packaging until off the premises, unless otherwise provided by state law.

12D-10 - Delivery by Cannabis Dispensary Permitted.

Legally permitted cannabis dispensaries are authorized to make deliveries within the City and within any jurisdiction that permits deliveries, subject to following requirements:

- A. The owner, operator, and delivery personnel shall comply with all applicable state law requirements;
- B. The delivery personnel must be an employee of the cannabis dispensary;
- C. Before dispensing any products to persons requesting delivery, the delivery personnel must verify that the requestor is of legal age to possess cannabis.

12D-11 - Application of Chapter; Other Legal Duties.

- A. Promulgation of Regulations and Standards.

1. In addition to any regulations adopted by the City Council, the City Manager or his/her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of cannabis dispensary permits, the ongoing operation of a cannabis dispensary and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.
 2. Regulations shall be published on the City's website.
 3. Regulations promulgated by the City Manager shall become effective upon date of publication. A cannabis dispensary shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or his designee.
- B. Community Relations Requirements for Cannabis Dispensaries.
1. Each cannabis dispensary shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the cannabis dispensary can be provided. Each cannabis dispensary shall also provide the above information to all businesses and residences located within one hundred (100) feet of the cannabis dispensary property and shall provide opportunity for those businesses and residents within one hundred (100) feet to visit and to tour the cannabis dispensary at least once on a mutually convenient date and time. Any additional request shall be at the sole discretion of the dispensary operator.
 2. During the first year of operation pursuant to this Chapter, the owner, manager, and community relations representative from the cannabis dispensary holding a permit issued pursuant to this Chapter shall attend a quarterly meeting with the City Manager or his/her designee(s) to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of operation, the owner, manager, and community relations representative from the cannabis dispensary shall meet with the City Manager or his/her designee(s) when and as requested by the City Manager or his/her designee(s).
 3. The cannabis dispensary to which a permit is issued pursuant to this Chapter shall develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth abuse of cannabis, and that identifies resources available to youth related to drugs and drug addiction.
- C. Fees Deemed Debt to City of Colusa. The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City of Colusa that is recoverable via an authorized administrative process as set forth in the Municipal Code, or in any court of competent jurisdiction.
- D. Permit Holder Responsible for Violations. The person or members of a business entity to whom a permit is issued pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Colusa, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the cannabis business whether or not said violations occur within the permit holder's presence.
- E. Inspection and Enforcement.
1. The City Manager or his/her designee(s) are charged with enforcing the provisions of the Colusa Municipal Code, or any provision thereof, may enter the location of a cannabis dispensary at any time during the hours of operation without notice, and inspect the

location of any cannabis dispensary as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

2. It is unlawful for any person having responsibility over the operation of a cannabis dispensary, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis dispensary under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis dispensary under this Chapter or under state or local law.
 3. The City Manager or his/her designee(s) charged with enforcing the provisions of this Chapter may enter the location of a cannabis dispensary at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Colusa shall be logged, recorded, and maintained in accordance with Colusa Police Department standards for evidence.
- F. Concurrent Regulation with State. It is the stated intent of this Chapter to regulate cannabis activity in the City of Colusa concurrently with the state of California.

12D-12 - Violations and Enforcement.

- A. Violations declared a public nuisance. Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.
- B. Each violation a separate offense. Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Colusa Municipal Code. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Colusa may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the cannabis dispensary or persons related to, or associated with, the cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, his/her designee, or the Chief of Police, may take immediate action to temporarily suspend a cannabis dispensary permit issued by the City, pending a hearing before the City Council.
- C. Remedies cumulative and not exclusive. The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

CHAPTER 12F.

CANNABIS BUSINESSES REGULATORY PERMIT.

Sec. 12F-1. Purpose and intent; Legal Authority.

Cannabis businesses shall be permitted, in accordance with the criteria and procedures set forth in this Code, upon application and approval of a regulatory permit pertaining to the operation of the facility. Prior to obtaining a regulatory permit under this chapter, all applicants must obtain and maintain a cannabis business special use permit pertaining to the location of the facility, or show proof of a business relationship as a tenant or subcontractor of an entity holding a cannabis business special use permit, which has been validly issued by the city per the Code. Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the provisions of the Medicinal and Adult Use of Cannabis Regulation and Safety Act, Cal Bus & Prof Code Section 26000 et seq. ("MAUCRSA"), the city is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-related activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the state, or any of its departments or divisions, shall be the minimum standards applicable in the city to cannabis, and/or cannabis-related activity.

Sec. 12F-2. Cannabis business facilities.

Cannabis business facilities permitted under this chapter include facilities where cannabis is manufactured into cannabis products, tested, and distributed, and the associated activities of planting, growing, harvesting, trimming and grading, and transporting cannabis, subject to the provisions of the Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5), the Medical Marijuana Program Act (California Health and Safety Code Sections 11362.7 through 11362.83), the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008, the Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643), and all other state laws pertaining to cultivating cannabis.)

Sec. 12F-3. Regulatory permit required.

- A. Prior to initiating operations and as a continuing requisite to operating a cannabis business facility, the legal representative of the persons wishing to operate a cannabis business facility shall first obtain a regulatory permit from the city manager or designee under the terms and conditions set forth in this chapter. The legal representative shall file an application with the city manager or designee upon a form provided by the city and shall pay an application fee as established by resolution adopted by the city council as amended from time to time. An application for a regulatory permit shall include, but shall not be limited to, the following information:
 - B. The initial regulatory permit application period for cannabis business facilities will not begin until either the city council approves a development agreement for the site, an operations agreement for a site, or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis cultivation, manufacturing, distribution, testing, or transportation facilities in the city.

Sec. 12F-4. Cannabis business regulatory permit application and responsible party designation.

- A. Application. Applications for regulatory permits shall be filed by the proposed business owner(s) with the city manager or designee and include the information set forth herein. The city manager or designee may

request such information he or she deems necessary to determine who the applicant is. The applicant shall certify under penalty of perjury that all of the information contained in the application is true and correct. The application shall contain the following items for the business owner, operator and all responsible parties known at the time (if different than the business owner), and any other party designated below, to the extent the same shall apply:

1. The full name, present address, and telephone number, including such information to identify the premises owner.
 2. Date of birth.
 3. Tax identification number.
 4. The address to which notices relating to the application is to be mailed.
 5. Previous addresses for the five years immediately preceding the present.
 6. The height, weight, color of eyes and hair.
 7. Photographs for identification purposes (photographs shall be taken by the police department).
 8. All business, occupation, or employment for the five years immediately preceding the date of submittal of the application form.
 9. The cannabis operation business history, including whether the business owner and responsible parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefor, and the business or activity or occupation subsequent to such action of suspension or revocation.
 10. Complete property ownership and lease details, where applicable. If the business owner is not the premises owner, the application form must be accompanied with a notarized acknowledgment from the premises owner that cannabis operations will occur on its property.
 11. A descriptive business plan for the cannabis operation, including a detailed list of all cannabis business operations and activities proposed to occur on the premises.
 12. A diagram and floor plan of the entire premises, denoting all areas of the site proposed for the cannabis business operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared by a licensed design professional, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.
 13. The name or names of the operator. The operator shall designate one or more responsible parties, one of which shall at all times be available as a point of contact for the city, twenty-four hours per day. The contact information and schedule of the operator and responsible parties shall be provided to the city manager or designee and updated within twenty-four hours of any changes.
 14. The proposed security arrangements for ensuring the safety of persons and to protect the premises from theft.
 15. An accurate straight-line drawing prepared within thirty days prior to the application depicting the building and the portion thereof to be occupied by the cannabis operation and the property line of any school as set forth in the operational requirements.
 16. Authorization for the city, its agents and employees to seek verification of the information submitted.
- B. Improper or Incomplete Application. If the applicant has completed the application improperly, or if the application is incomplete, the city manager or designee shall, within thirty days of receipt of the original application, notify the applicant of such fact.

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- C. Changes in Information. Except as may otherwise be provided, the information provided in this subsection shall be updated to the city manager or designee upon any change within ten days.
- D. Other Permits or Licenses. The fact that an applicant possesses other types of state or city permits or licenses does not exempt the applicant from the requirement of obtaining a regulatory permit.
- E. Term of Permits and Renewals. Regulatory permits issued under this chapter shall expire one year following the date of issuance. Applications for renewal shall be made at least forty-five days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the city manager or designee shall renew annual permits for additional one-year periods if the circumstances and information provided with the initial application have not materially changed.
- F. Grounds for Denial of Regulatory Permit. The grounds for denial of a regulatory permit shall be one or more of the following:
1. The business or conduct of the business at a particular location is prohibited by any local or state law, statute, rule or regulation.
 2. The business owner or operator has been issued a local or state permit related to cannabis operations in any other location in California, or another state, and that permit was suspended or revoked, or the business owner or operator has had disciplinary action relating to the permit.
 3. The business owner or operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.
 4. Consistent with the Act or other applicable state law, the business owner or operator, or any responsible person, has been:
 - a. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 - b. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
 - c. Convicted of a misdemeanor involving moral turpitude as defined under state law (generally crimes relating to theft and dishonesty) within the five years preceding the date of the application; or
 - d. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a certificate of rehabilitation as defined in the Act; or
 - e. Has engaged in misconduct related to the qualifications, functions and duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a state license under the Act.
 - f. A conviction within the meaning of this subsection means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
 5. Consistent with the Act or other applicable state law, the business owner or operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
 6. The business owner or operator is under eighteen years of age, or any older other age set by the state.
 7. The cannabis operation does not comply with the zoning ordinance standards of the City of Colusa.
 8. The required annual business license fee, annual regulatory fee or revenue raising fee has not been paid.
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G. Notice of Decision and Final Action.

1. Regulatory Permit. Action on the regulatory permit shall be as follows:

- a. The city manager or designee shall cause a written notice of his or her recommendation on the issuance or denial of a regulatory permit, and the date and time when the city council will consider action on the regulatory permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.
- b. Following a public hearing before the city council, the council may grant the regulatory permit subject to such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the regulatory permit for any of the grounds specified in this section. The decision of the council shall be final, subject to judicial review below.

H. Suspension and Revocation of Regulatory Permit.

1. Regulatory Permit. The city council may suspend or revoke the regulatory permit of a commercial cannabis operation when any of the following occur:

- a. The cannabis operation is conducted in violation of any provision of this section, the Act, or any other applicable state law.
- b. The cannabis operation is conducted in such a manner as to create a public or private nuisance.
- c. A failure to pay the regulatory fee required by this section.
- d. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside or outside the premises, traffic control problems, or obstruction of the operation of another business.
- e. A failure to comply with the terms and conditions of the regulatory permit or any cannabis business special use permit issued in connection therewith.
- f. Any act which would be considered grounds for denial of the regulatory permit in the first instance.

2. Procedures for Revoking Regulatory Permits. For regulatory permits, the procedures for revoking cannabis business special use permits shall be utilized except that the matter shall be heard by the city council in the first instance, and shall be subject to the same judicial process as applied to a cannabis business special use permit.

3. Immediate Suspension. The city manager or designee may immediately suspend or revoke a regulatory permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:

- a. The business owner or operator is convicted of a public offense in any court for the violation of any law which relates to the cannabis operation.
- b. The city manager or designee determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The city manager or designee shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.

I. Effect of Denial or Revocation. When the city council shall have denied a regulatory permit or revoked a regulatory permit, no new application for a regulatory permit shall be accepted and no regulatory permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one year after the action denying or revoking the regulatory permit.

- J. Abandonment. In addition to the suspension or revocation of a regulatory permit, a regulatory permit shall be deemed abandoned if cannabis operations cease for a period of more than ninety consecutive days. Before restarting operations, a new regulatory permit shall be secured. The ninety-day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor; materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.

Sec. 12F-5. Limitations on city's liability.

To the fullest extent permitted by law, the city shall not assume any liability whatsoever, with respect to approving any regulatory permit pursuant to this chapter or the operation of any cannabis business facility approved pursuant to this chapter. As a condition of approval of a regulatory permit as provided in this chapter, the applicant or its legal representative shall:

- A. Execute an agreement indemnifying the city from any claims, damages, etc., associated with the operation of the cannabis business facility;
- B. Maintain insurance in the amounts and of the types that are acceptable to the city manager or designee;
- C. Name the city as an additionally insured on all city required insurance policies;
- D. Agree to defend, at its sole expense, any action against the city, its agents, officers, and employees related to the approval of a regulatory permit; and
- E. Agree to reimburse the city for any court costs and attorney fees that the city may be required to pay as a result of any legal challenge related to the city's approval of a regulatory permit. The city may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

Sec. 12F-6. Additional terms and conditions.

Based on the information set forth in the application, the city manager or designee may impose reasonable terms and conditions on the proposed operations of the cannabis business facility in addition to those specified in this chapter.

Sec. 12F-7. Hours.

All cannabis business shall be allowed to operate per the requirements of the underlying zone district and subject to the city's noise and nuisance ordinances.

Sec. 12F-8. Cannabis secured.

All cannabis and cannabis products shall be kept in a secured manner during business and non-business hours.

Sec. 12F-9. Consumable cannabis products.

Cannabis operations that manufacture products in the form of food or other comestibles shall obtain and maintain the appropriate approvals from the state department of public health for the provision of food or other comestibles, unless otherwise governed by the Act and licensed by the state.

Sec. 12F-10. Taxes to be paid.

All cannabis business facilities must pay any applicable sales tax or other tax imposed pursuant to federal, state, and local law.

Sec. 12F-11. Point of sale system.

Cannabis business facilities shall have an electronic point of sale system that produces historical transactional data for review by the city manager or designee for auditing purposes.

Sec. 12F-12. Odor control.

Cannabis business facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis business facility that is distinctive to its operation is not detected outside the cannabis business facility, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the cannabis business facility. As such, cannabis business facilities must install and maintain the following equipment or any other equipment which the city manager or designee determines has the same or better effectiveness:

- A. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or
- B. An air system that creates negative air pressure between the cannabis business facility's interior and exterior so that the odors generated inside the cannabis business facility are not detectable outside the cannabis business facility.

Sec. 12F-13. Records.

- A. All cannabis business facilities shall perform an inventory on the first business day of each month and shall record the total quantity of each form of cannabis on the premises. These records shall be maintained for two years from the date created and shall be made available to the city manager or designee upon request.
- B. Register of Employees. The operator shall maintain a current register of the names of persons required to have employee permits. The register shall be available to the city manager or designee at all times immediately upon request.

Sec. 12F-14. Community relations.

Each cannabis business facility shall provide the city manager or designee with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom the city can provide notice if there are operating problems associated with the cannabis business facility or refer members of the public who may have any concerns or complaints regarding the operation of the cannabis business facility. Each cannabis business facility shall also provide the above information to its business neighbors located within one hundred feet of the cannabis business facility as measured in a straight line without regard to intervening structures, between the front doors of each establishment.

Sec. 12F-15. Compliance.

All cannabis business facilities and their related collectives or cooperatives shall fully comply with all the provisions of the Compassionate Use Act of 1996, the Medical Marijuana Program Act, the 2008 Attorney General Guidelines, the Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643), all applicable provisions of this Code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval of the regulatory permit.

Sec. 12F-16. Inspections and enforcement.

- A. Recordings made by security cameras at any cannabis business facility shall be made immediately available to the police chief upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials.
- B. Subject to provisions of the regulatory permit regarding the use and handling of confidential information below, the permittee shall provide IP access for remote monitoring of security cameras by the Colusa Police Department or department designee.
- C. The city manager or designee shall have the right to enter all cannabis business facilities from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter.
- D. Operation of the cannabis business facility in non-compliance with any conditions of approval or the provisions of this chapter shall constitute a violation of the Municipal Code and shall be enforced pursuant to the provisions of this Code.
- E. The city manager or designee may summarily suspend or revoke a medical cannabis regulatory permit if any of the following, singularly or in combination, occur:
 - 1. The city manager or designee determines that the cannabis business facility has failed to comply with this chapter or any condition of approval or a circumstance or situation has been created that would have permitted the city manager or designee to deny the permit under Section 5.68.090;
 - 2. Operations cease for more than ninety calendar days, including during change of ownership proceedings;
 - 3. Ownership is changed without securing a regulatory permit;
 - 4. The cannabis business facility fails to maintain two hundred forty continuous hours of security recordings; or
 - 5. The cannabis business facility fails to allow inspection of the security recordings, the activity logs, or the premises by authorized city officials.

Sec. 12F-17. Confidentiality statement.

The city, police chief, police department employees, and any other law enforcement official acting under the direction of the police chief who access the premises and video and/or audio feeds or recordings of the premises ("recipients") may receive or be provided with confidential information relating to the cannabis operations, which may include the following: data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "confidential information").

To the extent confidential information is acquired without a warrant from access to the premises and video and/or audio feeds or recordings as authorized under this section, the recipients shall, to the maximum extent possible, keep such confidential information confidential and not disclose the confidential information to any third parties. Provided, however, that the recipients may disclose confidential information to the state or federal courts in California in connection with any criminal law enforcement action against the business owner or operator, (including its employees, contractors and agents conducting business within the premises) arising from or related to the cannabis operations, but only to the extent it is necessary and relevant to such criminal prosecution, and the recipients shall file any such documents under seal to the extent they contain any confidential information.

Notwithstanding the foregoing, the city may disclose confidential information:

- A. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the city shall notify the operator and provide the operator with a reasonable opportunity to obtain a protective order before disclosing the confidential information.

- B. In connection with any city enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the confidential information is relevant to the proceeding.

Sec. 12F-18. Permits not transferable.

Prohibition on Transfer of Cannabis Business Permits.

1. Cannabis business permits are not a property right, and permittees have no economic interest in any permit issued to them. No person may transfer ownership or control of a cannabis business or transfer any cannabis business permit issued under this Chapter without the express written consent of the City Manager after a finding, based on substantial evidence, that the sale or transfer is for financing or business restructuring purposes which will result in no substantial change of the management of the business from the then current management team.

2. Any attempt to transfer ownership of a cannabis business or of a cannabis business permit without the express written consent of the City Manager shall render the cannabis business permit void.

3. In any situation where a permit has been lost as a result of an attempted transfer of the cannabis business permit or of the cannabis business, or as a result of the abandonment or revocation of the permit, any new permit shall be issued using the standard process for the issuance of permits in the first instance. No preference shall be given to any person proposed as new owner or assignee by the former permit holder. In such case, prior to accepting any new applications, the City shall post the availability of the cannabis business permit at issue on the City's website. The City Manager or his/her designee may take other actions to help ensure the broadest pool of applicants for the new permit. Sec. 12F-19. Violations.

- A. Any violation of any of the provisions of this chapter is unlawful and a public nuisance.
- B. Any violation of any of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars, or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- C. In lieu of issuing a misdemeanor citation, the city may issue an administrative citation, and/or assess an administrative fine of up to one thousand dollars for each violation of this chapter pursuant to the procedures set forth in Title 3.
- D. A separate offense occurs for each day any violation of this chapter is continued and/or maintained.
- E. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

Sec. 12F-20. Definitions.

"Act" means the Medical Marijuana Regulation and Safety Act, now called the Medical Cannabis Regulation and Safety Act. Both names may be used interchangeably, but shall have the same meaning.

"AUMA" means the Adult Use of Marijuana Act, approved by California voters in November 2016, with the express purpose to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana, including marijuana products. Adults, age twenty-one and older, will be allowed to possess marijuana and grow certain amounts at home for personal use.

"Applicant" means a person who is required to file an application for a permit under this article.

"Business owner" means the owner(s) of the cannabis business operation. For corporations and limited liability companies, business owner means the president, vice president, and any shareholder owning a ten percent or greater share of the corporation or company. For partnerships, business owner means all general partners and managing partners.

"Cannabis" or "marijuana" shall have the meaning set forth in California Business and Professions Code section 19300.S(f). Cannabis and marijuana may be used interchangeably, but shall have the same meaning.

"Cannabis business facility" or "cannabis operation(s)" means a cannabis business facility where cannabis is planted, grown, harvested, dried, cured, graded, trimmed, manufactured into cannabis products, tested, distributed, or transported.

"Cannabis business regulatory permit" or "regulatory permit" means the permit required under Article 21.5 and Chapter 12F of this Code to operate a cannabis business facility, or to undertake any subcomponent of a cannabis business which is done within the cannabis business facility by a subcontractor or tenant of the holder of a cannabis business regulatory permit and special use permit.

"Cannabis Cultivation Site" means the premise(s), leased area(s), property, location or facility where Cannabis is planted, grown, harvested, dried, cured, graded, or trimmed or that does all or any combination of those activities.

"Cannabis Distributor" means a Cannabis Operator permitted pursuant to this Chapter to operate a location or a facility where a Person conducts the business of procuring Cannabis from permitted Cannabis Cultivation Sites or Cannabis Manufacturers for sale to permitted Cannabis Dispensaries, and the inspection, quality assurance, batch testing by a Type 8 licensee, storage, labeling, packaging and other processes prior to transport to permitted Medical Cannabis Dispensaries.

"Cannabis License" means a State license issued pursuant to MAUCRSA, as may be amended from time to time.

"Cannabis Licensee" means a Person issued a Cannabis License under MAUCRSA to engage in commercial Cannabis activity.

"Cannabis Manufacturer" means a Person that produces, prepares, or compounds manufactured Cannabis or Cannabis Products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages Cannabis or Cannabis Products or labels or relabels its container, that holds a valid Cannabis License and that holds a valid City zoning clearance or use permit.

"Cannabis Microbusiness" means a location operating as a microbusiness as defined in the state regulations issued by the Bureau of Cannabis Control for cannabis microbusinesses, but must include a dispensary component.

"Cannabis Nursery" means a location operating as a nursery solely for purposes of supplying immature plants to cannabis cultivation facilities.

"Cannabis Processor" means a location that dries, cures, grades, trims and packages cannabis products.

"Cannabis Product" means any product containing Cannabis, including but not limited to flowers, buds, oils, tinctures, concentrates, extractions, and edibles intended to be sold for use according to MAUCRSA. For the purposes of this chapter, Cannabis does not include industrial hemp, as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

“Cannabis Testing Laboratory” means a facility, entity, or site in the State that offers or performs tests of Cannabis or Cannabis Products and is both of the following:

- a. Accredited by an accrediting body that is independent from all other Persons involved in the Cannabis Testing Laboratory.
- b. Registered with the California Department of Public Health.

“Cannabis Operator” or “Operator” means the Person or entity that is engaged in the conduct of any commercial Cannabis use.

"City" means the City of Colusa.

“Commercial Cannabis Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of Cannabis that is intended to be transported, processed, distributed, dispensed, delivered, or sold in accordance with MAUCRSA for use by Medical Cannabis patients in California pursuant to the Compassionate Use Act of 1996 (“Proposition 215”), found at Section 11362.5 of the Health and Safety Code or for adult use. Commercial Cannabis Cultivation is allowed only within a fully enclosed, permanent and secure structure, and outdoor commercial cannabis cultivation is prohibited in the City. Any cannabis cultivation which does not strictly comply with the provisions for Personal Cannabis Cultivation set forth in Article 18-9 of this Chapter shall be considered Commercial Cannabis Cultivation.

“Delivery” means the commercial transfer of cannabis or cannabis products from a licensed or permitted dispensary to a customer. “Delivery” also includes the use by a licensed or permitted dispensary of any technology platform owned or accessed via software license that enables the consumer to arrange for or facilitate the commercial transfer of cannabis by a licensed dispensary or retailer of cannabis or cannabis products.

"Dispensary" means a cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale.

"Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a dispensary.

"Operator" means the business owner and any other person designated by the business owner as responsible for the day to day cannabis operations.

"Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

"Police chief" means the police chief of the City of Colusa or his or her designee.

"Premises" or "site" means the actual building(s), and/or designated units/suites, as well as any accessory structures, parking areas, or other immediate surroundings, and includes the entire parcel of property used by the business owner in connection with the cannabis operations.

"Premises owner" means the fee owner(s) of the premises where cannabis operations are occurring.

"Responsible party" shall mean the business owner, operator, manager(s), and any employee having significant control over the cannabis operations.

"Transporter" means a person authorized to transport cannabis or cannabis products in amounts authorized by the State of California, or by one of its departments or divisions under the MAUCRSA.

“Youth-Oriented Facility” shall mean a public or private school (K-12), licensed daycare facilities, public parks, or a “youth center” as defined by state law as any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.



City of Colusa California

STAFF REPORT

DATE: November 7, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa approving a Conditional Use Permit/Cannabis Special Use Permit for special planning area #4 Located at the northeast corner of Colusa east of D street (between East Clay Ave and the Sacramento River levee).

Recommendation: Council to adopt the Proposed Resolution approving a conditional use permit/cannabis special use permit for the project.

BACKGROUND ANALYSIS:

On January 20, 2015, the City Council adopted Ordinance 503 and Resolution Nos. 15-02 and 15-03, thereby approving the Colusa Riverbend Estates planned development subdivision with 257 lots (ranging from 5000-7000 sq. ft.) and 110 apartment units. A mitigated negative declaration (MND), prepared in compliance with the California Environmental Quality Act (CEQA), was also adopted providing environmental clearance for that project. Legal challenge to the scope and adequacy of the environmental documentation, including drainage/hydrology, failed.

On July 16, 2019, the City Council adopted Resolutions 19-19 and 19-20 for a mitigated negative declaration (MND), **which provided environmental clearance, and a general plan amendment to establish Industrial land uses, respectively**, in support of converting the Riverbend Estates project into the Colusa Triple Crown Cannabis Business Park ("Triple Crown") project. On August 6, 2019, the City Council adopted Ordinance 537, approving planned development (P-D) zoning for the site as well as the Triple Crown General Development Plan discussed below.

Triple Crown General Development Plan (GDP) Now the Colusa Farms Pomona Rio Property, LLC Colusa Riverbend Estates

The GDP is a guiding policy and planning document applying to the greater 84.7-acre site (as approved by the City Council) for cannabis land uses and operations. The site is located on the northeast side of the city, bounded by D Street, East Clay Street, and the Sacramento River levee.

The previously approved GDP describes and illustrates all aspects of the proposed project, and sets forth design **standards, densities, and land uses that the owner is allowed to**

develop following conditional use permit review by the Planning Commission (to merely determine consistency of current, specific design plans with the original GDP). The **GDP, and subsequent cannabis use permits and building permits, allows the construction and eventual operation of a cannabis research and development business park** Specifically, the GDP allows approximately 1,490,000 square feet of buildings on 84.7 acres with energy-efficient greenhouses for cannabis cultivation, plant processing spaces, facilities for creating infused products, a testing laboratory for internal product testing, research/development and training centers, distribution center, and corporate offices. Space may be sold or leased to other cannabis businesses properly licensed by the State of California.

Location and Setting

The project site is situated in the northeast corner of the City of Colusa, along the south side of the Sacramento River level. The 84.7-acre project site is bounded by D Street to the west and East Clay Street to the south. The Sacramento River forms its northern boundary. The site is located on seven existing parcels. Approval of the Proposed Project may include a lot line adjustment to combine these into four parcels.

Residential, agricultural, and commercial uses surround the project location on three sides, with the Sacramento River on the north. Residential uses are located at the southwest corner of the project site, and rural residential/agricultural uses are located along the south border of the site.

Greater Project Site (as approved within GDP)



The GDP as originally approved by City Council is within Ordinance 537

ANALYSIS:

Colusa Farms Pomona Rio Property, LLC Colusa Riverbend Estates Conditional Use Permit / Cannabis Special Use Permit

The Colusa Farms Pomona Rio Colusa Riverbend Estates conditional use permit / cannabis special use permit package represents the current development project ("Project"), which is only approximately 32 acres (including the detention basin) of the greater GDP. Other subsequent projects (proposed for development on the remaining acreage) will be reviewed in accordance with the GDP by the Planning Commission and City Council at such time they are submitted in the future.

The City's zoning code requires a conditional use permit for projects, such as this Project, which are located in Planned Development zones. The zoning code also requires the project to obtain a cannabis special use permit, which is a conditional use permit specific to cannabis businesses. There is no difference in the application materials or legal effect of these use permits, and therefore they are being processed concurrently with this public hearing.

As illustrated within the Colusa Farms Pomona Rio Property, LLC Colusa Riverbend Estates Design Package. The Project represents a detailed and current-day plan for development within this first phase of the project area GDP. Additionally, the Project represents an upgrade of proposed building types and materials, from greenhouses (**as originally approved**) to sealed indoor cultivation rooms/ buildings (as currently proposed). This **building upgrade also represents significant gains in energy efficiency.**

City staff have reviewed the Project and determined it to be consistent with the General Plan, zoning code, and previously approved GDP, and within the scope of the adopted mitigated negative declaration. In August 2022 the project was taken to the Planning commission for consistency with the General Plan. The planning commission had only 4 members present of this agenda item and there was a tie regarding consistency with the general plan.

Drainage:

Multiple studies have been prepared by various hydrologists/engineers to address levee under seepage that occurs within the portions of Project site, and that is planned for detention within the southwest area of the site. The proposed location of this on-site basin was reviewed by the City Engineer in conjunction with the applicant's preliminary hydrologic and geotechnical reports, which document the presence of a higher groundwater table within the Project site.

Given the higher ground water table at the Project site and the possibility of levee under seepage (as discussed above) the Project will be subject to conditions of approval that require presentation of a thorough and comprehensive storm drainage **plan for the ultimate Project build-out. This drainage plan is required as a component of the conditional use permit process prior to issuance of any building permits. Any drainage plan serving the entire Project area (or any portion of the Project area associated with phasing of the development**

improvements) shall be prepared by a registered civil engineer and **submitted to the City Engineer for review and potential approval.**

Conveyance of storm drain water downstream from the on-site basin could potentially follow multiple routes. The storm **drainage conveyance route and system that is ultimately selected would be designed and engineered during implementation** of the Project improvement plans. The route would be subject to review and approval by the City Engineer in compliance with the City's previously adopted *Storm Drainage Master Plan* (June 2009).

Numerous public comments centered around drainage, under-levee seepage, and groundwater were submitted and are attached for consideration.

ENVIRONMENTAL REVIEW:

An IS/MND was prepared in compliance with CEQA Guidelines Sections 15152 & 15168 and identified mitigation **measures that would avoid or mitigate the potential environmental effects of the Project to a point where no significant effects would occur.** On July 16, 2019, the City Council approved Resolution 19-19, adopting these mitigation **measures, a Mitigated Negative Declaration, and a Mitigation Monitoring and Reporting Program (applicable to the Project site and scope).**

BUDGET IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution 23- Conditional Use Permit / Cannabis Special Use Permit 01-23.
Mitigation Monitoring and reporting program
Conditions of Approval for Conditional Use Permit 01-23
Comment Letters

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A CONDITIONAL USE PERMIT / CANNABIS SPECIAL USE PERMIT TO ALLOW CONSTRUCTION OF A CANNABIS BUSINESS, MANUFACTURING AND CULTIVATION FACILITIES AND RELATED STREET AND INFRASTRUCTURE IMPROVEMENTS OVER AN APPROXIMATELY 32-ACRE SITE ZONED (PD) PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NORTHEAST CORNER OF D STREET AND EAST CLAY STREET

WHEREAS, Colusa Farms Pomona Rio Property, LLC Colusa Riverbend Estates (Owner) initiated Application # 01-23 (C.U.P.) requesting Planning Commission site and design approval of cannabis business, manufacturing, and cultivation facilities (“Project”); and

WHEREAS, the City of Colusa, as “Lead Agency,” commissioned the preparation of an Initial Study/Mitigated Negative Declaration (“IS/MND”), dated February 2019, and incorporated herein by reference, to evaluate the potential environmental impacts associated with the Colusa Triple Crown Cannabis Business Park; and

WHEREAS, the IS/MND was prepared in compliance with CEQA Guidelines Sections 15152 & 15168, and identified mitigation measures that would avoid or mitigate the potential environmental effects of the Project to a point where clearly no significant effects would occur, and such mitigation measures are incorporated to the Project herein by reference.; and

WHEREAS, on July 16, 2019, in compliance with to CEQA Guidelines Section 15074, the City Council passed Resolution 19-19, adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Colusa Triple Crown Cannabis Business Park; and

WHEREAS, on August 6, 2019, the City Council adopted Ordinance 537, rezoning the Project site to Planned Development (PD) District and approving a General Development Plan for the Triple Crown Cannabis Business Park; and

WHEREAS, the City of Colusa has reviewed the Project against, and has determined consistency with, the scope of the original Environmental Initial Study and Mitigated Negative Declaration for the Colusa Triple Crown Cannabis Business Park; and

WHEREAS, The City of Colusa Planning Commission has been delegated by the City Council the responsibility of meeting, holding public hearings, reviewing, and deciding upon all applications for a conditional use permit, in accordance with the *City of Colusa Zoning Ordinance*; and

WHEREAS, the Project with conditions of approval is consistent with the land-use goals and policies in the *City of Colusa General Plan*, and would comply with the use standards, rules, and regulations of the *City of Colusa Zoning Ordinance* and other City ordinances and regulations; and

WHEREAS, the establishment, maintenance or operation of the use or building applied for will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or to be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and

WHEREAS, the Planning Commission has duly called, advertised and conducted a Public Hearing required by law concerning Application # 02-22 (C.U.P.), and the opportunity to submit input; and

WHEREAS, the Planning Commission has considered public testimony, and a Planning Department staff report at their meetings of May 11, 2022 and June 22, 2022 and August 10th 2022: and

WHEREAS, the Planning Commission could not determine that the site designs, with the attached conditions of approval, are consistent with the scope of the General Development Plan for Colusa Farms Pomona Property, LLC Colusa Riverbend Estates; and

WHEREAS, appeals to the Planning Commission’s decisions may be made to the City of Colusa City Council within ten days of the Commission’s decision by filing an appeal at City Hall and paying a fee.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA DOES HEREBY RESOLVE:

- 1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
- 2. Approval. The City of Colusa City Council approves this Resolution granting a conditional use permit and cannabis special use permit to the applicant subject to the conditions of approval attached to this Resolution and incorporated herein.
- 3. Effective Date. This Resolution shall be effective immediately.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Passed and adopted this Seventh day of November 2023 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

ATTACHMENT A

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT 02-22 (C.U.P.)

General Conditions

1. Approval of this conditional use permit is limited to site designs, access, and development standards as established within the Triple Crown General Development Plan (GDP) and the City of Colusa Zoning Code.
2. The owner/developer shall secure land-use approvals via City Council approval of a development agreement, a Cannabis Business Special Use Permit, and a Cannabis Business Regulatory Permit prior to any site grading or construction.
3. Operational, odor control, site/building security, and signage plans shall be subject to Article 21.5 of the City Code and a Cannabis Business Special Use Permit.
4. The owner/developer shall comply with all Mitigation Monitoring and Reporting Program (MMRP) requirements as adopted within the 2019 Colusa Triple Crown Cannabis Business Park Project IS/MND.
5. The owner/developer shall submit a lighting plan in compliance with City Code Section 29.04 (c) (5) for review and approval by the Planning Department, prior to building permit issuance.
6. In the case this Conditional (Major) Use Permit has not been used within one (1) year after the date of granting thereof, and without further action by the Planning Commission, the use permit granted shall be null and void.
7. Planning Commission approval of this Conditional Use Permit shall not be considered final or valid until the 10-day appeal period or, in the case when an appeal is filed, the appeal process is concluded in accordance with Section 33.01.D. of the *Colusa Zoning Ordinance*.

Architectural Conditions

1. Building permit plans shall illustrate doorway awnings, decorative window trim, and a wainscoting design (of contrasting materials and/or colors) along the north, east and west elevations of the administration building, subject to review and approval by the Planning Department.
2. All storage areas shall either be enclosed within buildings or screened with sufficient landscaping or other materials to minimize visual impacts to surrounding properties, subject to review and approval by the Planning Department.
3. All perimeter fencing shall be installed prior to any building occupancy, limited to a maximum of seven (7) feet above finished grade, and subject to review and approval by the Planning Department and/or Police Department.
4. Signage shall be considered and approved with the cannabis business special use permit.

Access / Parking Conditions

1. The owner/developer shall, prior to any Project site grading or construction, offer for dedication their fair share portion of property that is needed for future public rights-of-way and/or utility easements within the existing planned D Street and East Clay Street corridors. Such offer(s) for dedication and any corresponding plan(s) shall be subject to review by the City Engineer and Public Works Director.
2. The timing and future construction of D Street and East Clay Street frontage improvements and public utilities shall be determined by the City Engineer and Public Works Director, subject to a deferred improvement agreement.

3. The owner/developer shall pave all on site roadway, fire access, and primary parking areas with asphalt concrete or superior materials to minimize generation of dust pollutants, subject to review by the City Engineer.
4. The owner/developer shall submit plans for parking striping and handicap access, subject to review and approval by the Planning Department and Certified Access Specialist (“CASp”) inspector.
5. Employee parking areas that are located within 100 feet of the Sacramento River Levee shall conform to the requirements of the Army Corps of Engineers and/or RD 108.
6. The owner/developer shall submit plans for the primary and emergency access gates, subject to review and approval by Planning Department.

Drainage / Grading Conditions

1. The owner/developer shall submit a comprehensive storm drainage plan for the ultimate development build out, any interim drainage plan serving the entire project area, or any portion of the project area associated with phasing of the development improvements, and such plan shall be prepared by a registered civil engineer and submitted to the City Engineer for approval. The drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at offsite downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the owner/developer shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures, and detention facilities. The Storm Drainage Plan shall be reviewed and approved by the City Engineer prior to any Project site grading or construction.
2. The owner/developer shall pay the cost associated with all improvements required by the Storm Drainage Plan and an appropriate reimbursement agreement shall be drafted to reimburse the owner/developer for oversized improvements on a pro rata basis per the project-level reimbursement agreement.
3. Drainage and stormwater basin system improvements shall be completed prior to any building occupancy.
4. Plans for the project storm water basin are within the jurisdiction of the Colusa County Airport Land Use Commission (ALUC). Such plans shall be reviewed by the ALUC for a determination of consistency with Colusa County Airport Land Use Compatibility Plan (ALUCP).

Landscaping Conditions

1. The owner/developer shall submit landscaping plans in compliance with State Municipal Water Efficiency Landscape Ordinance (MWELo) requirements, subject to review and approval by the Planning Department.
2. The owner/developer shall install tree landscaping to screen/obscure employee parking areas and buildings from public view along the Sacramento River levee, subject to review and approval by the Planning Department.

Sewer / Water System Conditions

1. The owner/developer shall connect to the City water consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City water system including connection and impact fees.
2. The owner/developer shall connect to the City sewer system consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City sewer system including connection and impact fees.

ATTACHMENT B

Project Design Documents (Revised May 1, 2022)

(Attached)

MITIGATION MONITORING AND REPORTING PROGRAM

The following mitigation monitoring and reporting program (MMRP) summary table includes the mitigation measures identified in the City of Colusa's (City's) initial study/mitigated negative declaration (IS/MND) for the Colusa Triple Crown Cannabis Research and Development Business Park Project (Proposed Project). For each mitigation measure, this table identifies monitoring and reporting actions that shall be carried out and the monitoring schedule. This table also includes a column where responsible parties can check off monitoring and reporting actions as they are completed.

As lead agency, the City will be responsible for ensuring that mitigation measures identified in this IS/MND are fully implemented. However, some mitigation measures would be implemented by the contractor(s) on behalf of the applicant. Contract documents for the Proposed Project will identify the obligations of the applicant and/or contractor, including relevant mitigation measures. The City will require that the applicant/contractor provide the City with documentation that it has adequately implemented its contractual obligations, including applicable mitigation measures.

Thus, in the descriptions of the mitigation measures provided in the table which follows, while the project applicant may be the only party referenced in implementing a mitigation measure, this is intended to be inclusive of the contractor's role in implementing certain mitigation measures during construction or as part of design.

Acronyms and Abbreviations Used in This MMRP

APCD	Air Pollution Control District
Cal/OSHA	California Division of Occupational Safety and Health
CDFW	California Department of Fish and Wildlife
City	City of Colusa
CEQA	California Environmental Quality Act
CRHR	California Register of Historical Resources
HVAC	heating, ventilation, and air conditioning
IS/MND	initial study/mitigated negative declaration
MLD	Most Likely Descendant
MMRP	mitigation monitoring and reporting program
NAHC	Native American Heritage Commission
Proposed Project	Colusa Triple Crown Cannabis Research and Development Business Park Project
Pub. Res. Code	Public Resources Code
TCR	tribal cultural resource
USFWS	U.S. Fish and Wildlife Service
VELB	valley elderberry longhorn beetle

References

U.S. Fish and Wildlife Service. 2017. Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle (*Desmocerus californicus dimorphus*). U.S. Fish and Wildlife Service; Sacramento, CA. 28 pp.

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
<i>Aesthetics</i>				
	None Required			
<i>Agriculture and Forestry Resources</i>				
	None Required			
<i>Air Quality</i>				
AQ-1	<p>Implement Best Management Practices to Minimize Pollutant Emissions during Construction Activities.</p> <p>To minimize potentially significant adverse impacts on air quality from construction activities, the City shall incorporate the following air pollution control measures into the Proposed Project’s specifications and require that the project applicant implement them during construction:</p> <ol style="list-style-type: none"> 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered at least two times per day. Where feasible, reclaimed water shall be used. 2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. 3. All clearing, grading, earth-moving, or excavation activities shall cease during periods of winds greater than 20 miles per hour averaged over one hour. 4. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum 	<ul style="list-style-type: none"> ▪ Ensure that requirements are incorporated into project specifications ▪ Inspect construction site periodically 	<ul style="list-style-type: none"> ▪ Before construction ▪ During construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<p>street sweepers at least once per day. The use of dry power sweeping is prohibited.</p> <p>5. Vehicle speeds on all unpaved roads shall be limited to 15 mph.</p> <p>6. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</p> <p>7. The area disturbed by clearing, earth-moving, or excavation activities at any one time shall be minimized.</p> <p>8. Idling times shall be minimized by either shutting equipment off when not in use or reducing the maximum idling time to 5 minutes. Clear signage to this effect shall be provided for construction workers at all access points.</p> <p>9. All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications.</p> <p>10. A publicly visible sign shall be posted with the telephone number and person to contact at the City of Colusa regarding dust complaints. This person shall respond and take corrective action within 48 hours of receiving a complaint. The Colusa County Air Pollution Control District’s (APCD’s) phone number shall also be provided to ensure compliance with applicable regulations.</p>			

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	11. If used, petroleum-based dust palliatives shall meet the road oil requirements of the Colusa County APCD rule regarding Cutback Asphalt Paving Materials. 12. When available, diesel powered or electric equipment shall be used in lieu of gasoline-powered engines.			
Biological Resources				
BIO-1	<p>Avoid Impacts on Valley Elderberry Longhorn Beetle (VELB) Habitat.</p> <p>The City shall require that the Project Applicant and/or its contractor(s) avoid elderberry shrubs whenever possible. To the extent feasible, the Project Applicant shall adhere to avoidance measures outlined in the U.S. Fish and Wildlife Service’s (USFWS’) <i>Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle (Desmocerus californicus dimorphus)</i> (USFWS 2017). This shall include the following avoidance measures:</p> <ul style="list-style-type: none"> ▪ The Project Applicant and/or its contractor(s) shall fence and flag all areas to be avoided during construction activities including all established elderberry shrubs within 165 feet of ground-disturbing construction that shall not be impacted by construction activities. ▪ Signs shall be erected every 50 feet along the edge of the avoidance area with the following information: “This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject 	<ul style="list-style-type: none"> ▪ Identify locations of elderberry plants within 165 feet of construction areas no less than 15 days prior to commencing construction. ▪ Fence and flag areas where elderberry plants are found in accordance with the 165-foot rule stated above. ▪ Signs shall be erected every 50 feet along the edge of the avoidance area. ▪ Construction personnel shall participate in worker training. ▪ Schedule work within 165 feet of elderberry shrubs for August-February where feasible. 	<ul style="list-style-type: none"> ▪ Before construction ▪ Before construction ▪ Before construction ▪ During construction ▪ During construction ▪ During construction ▪ During construction ▪ During construction 	

	Mitigation Measure	Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<p>to prosecution, fines, and imprisonment.” The signs must be clearly readable from a distance of 20 feet, and must be maintained for the duration of construction.</p> <ul style="list-style-type: none"> ▪ No open-cut construction or other ground disturbance shall occur within 20 feet of the dripline of elderberry plants containing stems measuring 1.0 inch or greater in diameter at ground level. ▪ A qualified biologist shall provide training for all contractors, work crews, and any onsite personnel on the status of the VELB, its host plant and habitat, the need to avoid damaging the elderberry shrubs, and the possible penalties for noncompliance. ▪ As much as feasible, all activities that could occur within 165 feet of an elderberry shrub shall be conducted outside of the flight season of the VELB (March-July). ▪ If required, trimming of elderberry shrubs shall occur between November and February and shall avoid the removal of any branches or stems that are ≥ 1 inch in diameter. ▪ Herbicides shall not be used within the dripline of the shrub. Insecticides shall not be used within 98 feet of an elderberry shrub, unless insecticides are used within a closed greenhouse. All chemicals shall be applied using a backpack sprayer or similar direct application method, for application outside of greenhouses. 	<ul style="list-style-type: none"> ▪ Schedule trimming of elderberry shrubs between November and February. ▪ Prohibit the use of insecticides, herbicides, fertilizers, or other chemicals that might harm the elderberry beetle or its host plant within 98 feet of any elderberry plant. 		

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<ul style="list-style-type: none"> ▪ Mechanical weed removal within the dripline of the shrub shall be limited to the season when VELB adults are not active (August-February) and shall avoid damaging the elderberry. <p>If elderberry shrubs cannot be avoided, the City shall require the Project Applicant and its contractor(s) to implement Mitigation Measure BIO-2.</p>			
BIO-2	<p>Transplant Elderberry Shrubs if Avoidance Is Not Feasible.</p> <p>If avoidance of elderberry shrubs as described in Mitigation Measure BIO-1 is not feasible, the City shall require the Project Applicant and its contractor(s) to implement the following measures. If an elderberry shrub cannot be avoided or if indirect effects shall result in the death of stems or the entire shrub, then the shrub shall be transplanted.</p> <p>Elderberry shrubs shall be transplanted as close as possible to their original location. Elderberry shrubs may be relocated adjacent to the project footprint if: (1) the planting location is suitable for elderberry growth and reproduction; and (2) the Project Applicant is able to protect the shrub and ensure that the shrub becomes reestablished. Any elderberry shrub that is unlikely to survive transplanting because of poor condition or location, or a shrub that would be extremely difficult to move because of logistical constraints or access problems, may not be appropriate for transplanting. The transplanting guidelines below shall be followed:</p>	<ul style="list-style-type: none"> ▪ Identify appropriate locations for transplanting. ▪ Schedule transplanting for November-February. ▪ Comply with ANSI A300 (Part 6) guidelines. 	<ul style="list-style-type: none"> ▪ Before construction ▪ Before construction ▪ During construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<ul style="list-style-type: none"> ▪ A qualified biologist shall be on-site for the duration of transplanting activities to assure compliance with avoidance and minimization measures and other conservation measures. ▪ Elderberry shrubs shall be transplanted when the shrubs are dormant (November through the first two weeks in February) and after they have lost their leaves. ▪ Transplanting shall follow the most current version of the ANSI A300 (Part 6) guidelines for transplanting (www.tcia.org). 			
BIO-3	<p>Conduct Nesting Bird Surveys for Work between February 1 and August 31 and Implement Avoidance Measures.</p> <p>If vegetation clearing or ground-disturbing activities commence between February 1 and August 31, the City shall require that a qualified biologist conduct a nesting bird survey within 2 weeks prior to the start of work. If a lapse in project-related work of 2 weeks or longer occurs, another focused survey shall be conducted before project work can be reinitiated.</p> <p>If nesting birds are found within a 500-foot radius of the project area, a non-disturbance buffer shall be established around the nest and maintained until the young have fledged. Appropriate buffer widths are 500 feet for non-listed raptors and special-status passerines and 100 feet for non-listed passerines. A qualified biologist may identify an alternative buffer based on a site-specific evaluation and in consultation with the California Department of Fish</p>	<ul style="list-style-type: none"> ▪ Qualified biologist shall conduct a nesting bird survey within 2 weeks prior to work start if vegetation clearing or ground-disturbing activities begin between February 1 and August 31. ▪ Survey will be conducted again if a lapse in project-related work of 2 weeks or longer occurs. ▪ 500-ft buffer for non-listed raptors and special-status passerines and a 100-ft buffer for non-listed passerines will be 	<ul style="list-style-type: none"> ▪ Before construction ▪ Before construction ▪ Before and during construction ▪ Before construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	and Wildlife (CDFW). Work shall not commence within the buffer until fledglings are fully mobile and no longer reliant upon the nest or parental care for survival.	<p>established around nests if nesting birds are found. These buffers will be maintained until young have fledged.</p> <ul style="list-style-type: none"> ▪ Qualified biologist may identify an alternative buffer based on a site-specific evaluation and in consultation with CDFW. 		
BIO-4	<p>Conduct Surveys and Establish Buffers to Avoid or Minimize Impacts on Swainson’s Hawk.</p> <p>If construction shall occur between February 15 and August 31, the City shall require that a qualified biologist conduct surveys for Swainson’s Hawk. Surveys will cover a 1,000-foot radius around the project construction area. If nesting Swainson’s Hawks are detected, a 1,000-foot radius non-disturbance buffer shall be established around active nests to ensure that breeding is not likely to be disrupted or adversely affected by construction. A qualified biologist may identify an alternative buffer based on a site-specific evaluation and in consultation with CDFW. Factors to be considered when determining buffer size include the presence of natural buffers provided by vegetation or topography (such as levees), nest height, locations of foraging territory, and baseline levels of noise and human activity. Buffers shall be maintained until a qualified biologist has determined that the young have</p>	<ul style="list-style-type: none"> ▪ Surveys shall be conducted if construction occurs between February 15 and August 31. ▪ If nesting Swainson’s Hawk or White-tailed Kite are detected, 1,000-foot buffers shall be established around active nests that are sufficient to ensure that breeding is not likely to be disrupted or adversely affected by construction. ▪ Buffers shall be maintained until qualified biologist has determined 	<ul style="list-style-type: none"> ▪ Before construction ▪ Before construction ▪ During construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	fledged and are no longer reliant on the nest or parental care for survival.	that the young have fledged.		
Cultural Resources				
CR-1	<p>Immediately Halt Construction if Cultural Resources Are Discovered, Evaluate All Identified Cultural Resources for Eligibility for Inclusion in the California Register of Historical Resources (CRHR), and Implement Appropriate Mitigation Measures for Eligible Resources.</p> <p>If any cultural resources, such as structural features, unusual amounts of bone or shell, flaked or ground stone artifacts, historic-era artifacts, human remains, or architectural remains, are encountered during any project construction activities, work shall be suspended immediately at the location of the find and within a radius of at least 50 feet and the City will be notified, and the City will retain a qualified archaeologist to examine the discovery.</p> <p>All cultural resources accidentally uncovered during construction within the project site shall be evaluated for eligibility for inclusion in the CRHR. Resource evaluations will be conducted by individuals who meet the U.S. Secretary of the Interior’s professional standards in archaeology, history, or architectural history, as appropriate. For finds that are of Native American concerns, local Native American tribes will be notified. If any of the resources meet the eligibility criteria identified in Public Resources Code (Pub. Res. Code) Section 5024.1 or California Environmental Quality Act (CEQA) Section</p>	<ul style="list-style-type: none"> ▪ Halt construction activities in the event any cultural resources are encountered. ▪ If cultural resources are uncovered, retain a qualified individual who meets the U.S. Secretary of the Interior’s standards to conduct resource evaluations. ▪ If uncovered resources meet eligibility criteria, implement mitigation measures consistent with State CEQA Guidelines Section 15126.4(b). ▪ If cultural resources are uncovered, mitigation measures will be developed in consultation with the City and Native American tribes before construction resumes. 	<ul style="list-style-type: none"> ▪ During construction ▪ During construction ▪ During construction ▪ During construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<p>21083.2(g), mitigation measures will be developed and implemented in accordance with CEQA Guidelines Section 15126.4(b) before construction resumes.</p> <p>For resources eligible for listing in the CRHR that would be rendered ineligible by the effects of project construction, additional mitigation measures will be implemented. Mitigation measures for archaeological resources may include (but are not limited to) avoidance; incorporation of sites within parks, greenspace, or other open space; capping the site; deeding the site into a permanent conservation easement; or data recovery excavation. Mitigation measures for archaeological resources shall be developed in consultation with responsible agencies and, as appropriate, interested parties such as Native American tribes. Native American consultation is required if an archaeological site is determined to be a tribal cultural resource (TCR). Implementation of the approved mitigation would be required before resuming any construction activities with potential to affect identified eligible resources at the site.</p>			
CR-2	<p>Suspend Construction Immediately if Paleontological Resources Are Discovered, Evaluate the Significance of the Resources, and Implement Appropriate Mitigation Measures as Necessary.</p> <p>Paleontological resources are not necessarily visible on the ground surface, but construction of the Proposed Project facilities has the potential to discover fossils. If any items of paleontological interest are unearthed during</p>	<ul style="list-style-type: none"> ▪ In the event a paleontological item is discovered, halt construction activities within 50 feet of discovery site, or to the extent needed to protect the site, and notify the City. 	<ul style="list-style-type: none"> ▪ Prior to construction ▪ During construction ▪ During construction 	

	Mitigation Measure	Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<p>construction, work shall be suspended immediately within 50 feet of the discovery site, or to the extent needed to protect the finds, and the City shall be notified. A qualified paleontologist will be retained to examine the discovery.</p> <p>Any discovery of paleontological resources during construction shall be evaluated by the qualified paleontologist. If it is determined that construction could damage a unique paleontological resource, additional mitigation shall be implemented in accordance with Pub. Res. Code Section 21083.2 and CEQA Guidelines Section 15126.4. If avoidance is not feasible, the paleontologist shall develop a treatment plan in consultation with the State. Elements of the treatment plan shall include, but are not limited to the following: procedures for recovering the exposed fossil, or sample of fossils, depending on the fossil type (macrofossil, microfossil, paleobotanical fossil); recovery documentation; and preparation, curation, and storage of recovered fossils. Work shall not be resumed until authorization is received from the State and any recommendations received from the qualified paleontologist are implemented.</p>	<ul style="list-style-type: none"> ▪ Ensure that qualified paleontologist evaluates the discovery. ▪ If the proposed project is determined to cause damage to a unique paleontological resource, mitigation shall be implemented. ▪ Paleontologist shall develop a treatment plan if avoidance is not feasible. ▪ Authorization will be required from the City before work resumes. 		
<p>CR-3</p>	<p>Immediately Halt Construction if Human Remains Are Discovered and Implement Applicable Provisions of California Health and Safety Code Section 7050.5.</p> <p>If human remains are accidentally discovered during the Proposed Project’s construction activities, the requirements of California Health and Safety Code Section 7050.5 shall be followed. Potentially damaging excavation shall halt on the Project site within a minimum radius of</p>	<ul style="list-style-type: none"> ▪ In the event that human remains are encountered, halt work and contact the County Coroner. ▪ If discovered remains are those of a Native American, he or she must contact the NAHC by phone within 24 	<ul style="list-style-type: none"> ▪ During preparation of 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<p>100 feet of the remains, and the County coroner shall be notified. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (California Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission (NAHC) by phone within 24 hours of making that determination (California Health and Safety Code Section 7050[c]). Pursuant to the provisions of Pub. Res. Code Section 5097.98, NAHC shall identify a Most Likely Descendent (MLD). The MLD designated by NAHC shall have at least 48 hours to inspect the site and propose treatment and disposition of the remains and any associated grave goods. The State shall work with the MLD to ensure that the remains are removed to a protected location and treated with dignity and respect. Native American human remains may also be determined to be tribal cultural resources. The County coroner will contend with the human remains if they are not of Native American origin.</p>	<p>hours of making that determination.</p> <ul style="list-style-type: none"> ▪ NAHC shall identify a MLD, upon which this person shall be notified and given at least 48 hours to inspect the site and propose treatment and disposition of the remains and any associated grave goods. ▪ Cooperation with MLD is required. 	<p>plans and specifications</p> <ul style="list-style-type: none"> ▪ During construction ▪ During construction ▪ During construction 	
Geology and Soils				
GEO-1	<p>Develop and Implement Plan to Minimize or Eliminate Geologic Hazards.</p> <p>Prior to final design and approval of the Proposed Project, the City shall require the Project Applicant to submit a plan describing measures to minimize or eliminate identified hazards of liquefaction, expansive soils, and</p>	<ul style="list-style-type: none"> ▪ Review and approve geologic hazard mitigation plan. ▪ Ensure that measures identified in the plan are 	<ul style="list-style-type: none"> ▪ Before construction ▪ Before construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	potential seepage. Measures may include, but are not limited to, increasing foundation depths, reinforcement, and saturation/pre-swelling of soils prior to slab placement. The plan shall be prepared by a licensed geotechnical engineer and shall be reviewed and approved by the City Engineer prior to final project approval and/or construction.	included in project specifications.		
Greenhouse Gas Emissions				
	None Required			
Hazards and Hazardous Materials				
HAZ-1	<p>Inspect Structures and Remove Any Lead-Based Paint and Asbestos-Containing Building Materials.</p> <p>The City shall require that, prior to the demolition or renovation of any existing onsite structures, a California Division of Occupational Safety and Health (Cal/OSHA)-certified inspector shall inspect those structures for the presence of lead-based paint and asbestos-containing building materials. Should the inspection reveal the presence of either substance, a contractor qualified in lead-based paint and/or asbestos removal shall remove it before demolition may take place.</p>	<ul style="list-style-type: none"> ▪ Schedule inspection of onsite structures for lead-based paint and asbestos-containing materials by a Cal/OSHA-certified inspector. ▪ Implement removal recommendations of the inspector. 	<ul style="list-style-type: none"> ▪ Before construction ▪ Before construction 	
HAZ-2	<p>Halt Work and Perform Environmental Site Assessment if Evidence of Contaminated Soils Is Encountered During Construction Activities.</p> <p>The City shall require that, if soil staining, odors, or suspected hazardous materials are encountered during</p>	<ul style="list-style-type: none"> ▪ If evidence of contaminated soil is found, hire a firm to evaluate the area and prepare an environmental site assessment. 	<ul style="list-style-type: none"> ▪ During construction ▪ Before construction re-commences 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<p>construction activities, work shall cease in an area approximately 100 feet around the discovered site until a qualified firm conducts an environmental site assessment. The assessment will identify the potential contaminated area and will recommend measures to reduce or eliminate potential adverse impacts. The contractor shall implement all recommended measures prior to resumption of work in the 100-foot area.</p>	<ul style="list-style-type: none"> Implement remediation recommendations identified in the environmental site assessment. 		
HAZ-3	<p>Abandon Onsite Septic Systems and Upgrade or Abandon Onsite Water Wells.</p> <p>The City shall require that, prior to issuance of grading permits, the two onsite septic systems on the property shall be abandoned under permit from the Colusa County Environmental Health Department. Wells on the project site shall either be upgraded for future use or abandoned under permit from the Colusa County Environmental Health Department.</p>	<ul style="list-style-type: none"> Ensure that septic system abandonment and well upgrade or abandonment are required in project specifications. Confirm permit approvals from Colusa County Environmental Health Department. 	<ul style="list-style-type: none"> Before construction Before construction 	
HAZ-4	<p>Remove Former Underground Fuel Storage Tank and Conduct Soil Testing.</p> <p>The City shall require that, prior to issuance of grading permits, the underground fuel storage tank on the property shall be removed under permit from the Colusa County Environmental Health Department. At the time of removal, soil sampling with laboratory analysis will be conducted to determine if soil contamination has occurred. If substantial contamination is present, the Project Applicant shall clean up the contamination prior to the start of project construction under a cleanup plan</p>	<ul style="list-style-type: none"> Ensure that removal of underground fuel storage tank and soil testing are included in project specifications. Remove tank and, if evidence of soil contamination is found, hire a firm to evaluate the area and prepare an 	<ul style="list-style-type: none"> Before construction Before construction Before and during construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	reviewed and approved by the County Environmental Health Department.	environmental site assessment. <ul style="list-style-type: none"> ▪ Implement remediation recommendations identified in the environmental site assessment. 		
TRAN-1	Prepare and Implement a Construction Traffic Management Plan. See full description below.			
Hydrology and Water Quality				
	None Required	▪	▪	
Land Use and Planning				
	None Required			
Mineral Resources				
	None Required			
Noise				
NOI-1	Implement Buffers between Sensitive Receptors and Proposed Project Construction Equipment. To minimize potentially significant adverse impacts related to vibration-related noise annoyance on local sensitive receptors, the City shall require that loaded trucks maintain a distance of at least 40 feet from nearby	<ul style="list-style-type: none"> ▪ Ensure that noise buffer is identified in project specifications. ▪ Inspect site periodically during construction to ensure compliance. 	<ul style="list-style-type: none"> ▪ Before construction ▪ During construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	sensitive receptors (residences) during construction activities.			
NOI-2	<p>Measure Proposed Project Operational Noise Levels and Implement Noise-Reducing Measures.</p> <p>To minimize potentially significant adverse impacts related to permanent noise sources on local sensitive receptors, the City shall require the project applicant to hire a qualified noise expert to evaluate pre- and post-construction ambient noise levels. Representative noise-level measurements will be collected at locations near and within the project site over sufficient sampling periods to adequately describe local noise conditions. Noise measurements will be collected prior to construction and during the Proposed Project’s operation to compare the pre- and post-project noise levels, and to ensure that the Proposed Project’s operation-related noise from pumps and other stationary equipment meets the local noise requirement limits.</p>	<ul style="list-style-type: none"> ▪ Prepare ambient noise level evaluation before and after construction. ▪ If noise from pumps exceed local noise limits, implement measures identified in the evaluation to reduce noise to within acceptable limits. 	<ul style="list-style-type: none"> ▪ Before and after construction ▪ After construction 	
	Existing and projected (cumulative) noise levels will be estimated according to the standards provided in Tables 7.3 and 7.4 of the City of Colusa’s general plan. [Tables are provided at the end of this MMRP.] The City will approve the proposed noise sampling locations and noise monitoring and analysis methodology in advance, as required by General Plan Table 7.5. If the noise level exceeds the standards in Tables 7.3 and 7.4, the project applicant will implement noise-reducing measures so that noise from the stationary equipment does not exceed			

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<p>these standards at nearby residences. Measures to be implemented may include any of the following to achieve the required noise levels:</p> <ul style="list-style-type: none"> ▪ Design and construct a sound wall for stationary equipment (pumps; heating, ventilation, and air conditioning [HVAC] system); ▪ Design and construct an enclosure for stationary equipment (pumps, HVAC system); ▪ Provide additional sound-reducing material around stationary noise sources; or ▪ Any other measures deemed acceptable to reduce noise levels below the required standards at the nearest residence. 			
Population and Housing				
	None Required			
Public Services				
	None Required			

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
Recreation				
REC-1	<p>Consider Potential Dedication of a Bikeway Easement.</p> <p>To avoid the inadvertent elimination of a future Class I bikeway on the Sacramento River Levee at the north side of the project site, the City shall meet with the project applicant to discuss a mechanism for reserving a possible future bikeway easement. This mechanism may take the form of an easement, purchase, dedication, or other means of conveying the property to the City. If the City determines that the levee trail is no longer needed for a bikeway, no further action is necessary.</p>	<ul style="list-style-type: none"> ▪ The City will meet with the project applicant to discuss the potential for construction, at some point in the future, of bikeway. ▪ If agreement can be reached, implement a mechanism for future option. 	<ul style="list-style-type: none"> ▪ Before construction ▪ Before and/or during construction 	
Transportation and Traffic				
TRAN-1	<p>Prepare and Implement a Construction Traffic Management Plan.</p> <p>The City shall require that the Project Applicant and its contractor(s) prepare and implement a construction traffic management plan to manage traffic flow during construction, reduce potential interference with local emergency response, reduce potential traffic safety hazards, and ensure adequate access for emergency responders. Development and implementation of this plan shall be coordinated with the City. The City, the Project Applicant, and/or the construction contractor(s) shall ensure that the plan is implemented during construction. The plan shall include, but will not be limited to, the following measures:</p>	<ul style="list-style-type: none"> ▪ The City will ensure that the Construction Traffic Management Plan is implemented during construction. ▪ Identified haul routes will be recorded in the contract documents. ▪ Implement traffic control measures. ▪ Evaluate need for traffic control flaggers. ▪ Notify adjacent property owners and public safety 	<ul style="list-style-type: none"> ▪ During construction ▪ During construction ▪ During construction ▪ Before and during construction ▪ Before construction ▪ Before construction 	

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<ul style="list-style-type: none"> ▪ Implement comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak traffic hours, warning signs, and traffic cones for drivers indicating potential road hazards or detours (if required). ▪ Coordinate construction activities and provide flaggers as needed to ensure that one lane of traffic remains open at all times on East Main Street and D Street to provide residential and emergency access. ▪ Notify affected adjacent property owners and public safety personnel regarding timing of major truck traffic and lane closures. ▪ Develop a process for responding to and tracking issues pertaining to construction activity impacts on traffic, including identification of an on-site traffic manager. Post 24-hour contact information for the traffic manager on all construction sites. ▪ Document road pavement conditions for all routes that would be used by construction vehicles before and after project construction. Make provisions to monitor the condition of roads used for haul routes so that any damage or debris attributable to haul trucks can be identified and corrected. Roads damaged by construction vehicles shall be repaired to their preconstruction condition. 	<p>personnel regarding timing of major deliveries, detours, and lane closures.</p> <ul style="list-style-type: none"> ▪ Develop process for responding and tracking issues related to construction activity. ▪ Post 24-hour contact information for the traffic manager on site. ▪ Document road pavement conditions for all routes used for construction. 	<ul style="list-style-type: none"> ▪ Before construction ▪ Before construction 	
<i>Tribal Cultural Resources</i>				
CR-1	Immediately Halt Construction if Cultural Resources Are Discovered, Evaluate All Identified Cultural Resources for			

Mitigation Measure		Monitoring and Reporting Action	Monitoring Schedule	Completion Date and Initials
	<p>Eligibility for Inclusion in the CRHR, and Implement Appropriate Mitigation Measures for Eligible Resources.</p> <p>See full description above.</p>			
CR-3	<p>Immediately Halt Construction if Human Remains Are Discovered and Implement Applicable Provisions of California Health and Safety Code Section 7050.5.</p> <p>See full description above.</p>			
<i>Utilities and Service Systems</i>				
GEO-1	<p>Develop and Implement Plan to Minimize or Eliminate Geologic Hazards.</p> <p>See full description above.</p>			

Tables Identified in the MMRP

City of Colusa General Plan Tables 7.3, 7.4, and 7.5, identified in Mitigation Measure NOI-2, are provided on the following pages.

**TABLE 7.3
NOISE STANDARDS FOR NEW USES AFFECTED BY TRAFFIC AND AIRPORT NOISE**

New Land Use	Outdoor Activity Area - L_{dn}	Interior - L_{dn}/Peak Hour L_{eq}¹	Notes
All residential	60-65	45	2, 3, 4, 8
Transient lodging	65	45	5
Hospitals and nursing homes	60	45	6
Theaters and auditoriums	---	35	
Churches, meeting halls, schools, and libraries	60	40	
Office buildings	65	45	7
Commercial buildings	65	50	7
Playgrounds and parks	70	---	
Industry	65	50	7

Notes:

1. For traffic noise in the City of Colusa, L_{dn} and peak-hour L_{eq} values are estimated to be approximately similar. Interior noise level standards are applied in noise-sensitive areas of the various land uses, with windows and doors in the closed positions.
2. Outdoor activity areas for single-family residential uses are defined as back yards. For large parcels or residences with no clearly defined outdoor activity area, the standard shall be applicable within a 100-foot radius of the residence.
3. For multi-family residential uses, the exterior noise level standard shall be applied at the common outdoor recreation area, such as at pools, play areas, or tennis courts. Where such areas are not provided in multi-family residential uses, the standards shall be applied at individual patios and balconies of the development.
4. Where it is not possible to reduce noise in outdoor activity areas to 60 dB L_{dn} or less using a practical application of the best available noise reduction measures, an exterior noise level of up to 65 dB L_{dn} may be allowed—provided that available exterior noise level reduction measures have been implemented and interior noise levels are in compliance with this table.
5. Outdoor activity areas of transient lodging facilities include swimming pool and picnic areas.
6. Hospitals are often noise-generating uses. The exterior noise level standards for hospitals are applicable only at clearly identified areas designated for outdoor relaxation by either hospital staff or patients.
7. Only the exterior spaces of these uses designated for employee or customer relaxation are considered sensitive.

**TABLE 7.4
NOISE STANDARDS FOR NEW USES AFFECTED BY NON-TRANSPORTATION NOISE**

New Land Use	Outdoor Activity Area – L _{eq}		Interior - L _{eq}	Notes
	Daytime	Night-Time	Day & Night	
All Residential	50	45	35	1, 2, 7
Transient Lodging	55	---	40	3
Hospitals & Nursing Homes	50	45	35	4
Theaters & Auditoriums	---	---	35	
Churches, Meeting Halls, Schools, Libraries, etc.	55	---	40	
Office Buildings	55	---	45	5, 6
Commercial Buildings	55	---	45	5, 6
Playgrounds, Parks, etc.	65	---	---	6
Light Industry	65	65	50	5

Notes:

1. Outdoor activity areas for single-family residential uses are defined as backyards. For large parcels or residences with no clearly defined outdoor activity area, the standard shall be applicable within a 100-foot radius of the residence.
2. For multi-family residential uses, the exterior noise level standard shall be applied at the common outdoor recreation area, such as at pools, play areas or tennis courts. Where such areas are not provided, the standards shall be applied at individual patios and balconies of the development.
3. Outdoor activity areas of transient lodging facilities include swimming pool and picnic areas, and are not commonly used during nighttime hours.
4. Hospitals are often noise-generating uses. The exterior noise level standards for hospitals are applicable only at clearly identified areas designated for outdoor relaxation by either hospital staff or patients.
5. Only the exterior spaces of these uses designated for employee or customer relaxation have any degree of sensitivity to noise.
6. The outdoor activity areas of office, commercial, and park uses are not typically utilized during nighttime hours.
7. It may not be possible to achieve compliance with this standard at residential uses located immediately adjacent to loading dock areas of commercial uses while trucks are unloading. The daytime and nighttime noise level standards applicable to loading docks shall be 55 and 50 dB Leq, respectively.
8. General: The Table 7.2 standards shall be reduced by 5 dB for sounds consisting primarily of speech or music, and for recurring impulsive sounds.
9. If the existing ambient noise level exceeds the standards of Table 7.4, then the noise level standards shall be increased at 5 dB increments to encompass the ambient.

TABLE 7.5
REQUIREMENTS FOR ACOUSTICAL ANALYSIS

An acoustical analysis prepared pursuant to the Noise Element shall:

1. Be the responsibility of the applicant.
2. Be prepared by qualified professionals experienced in the fields of environmental noise assessment.
3. Carry out a scope of work that has been previously approved by City Planning and Engineering staff.
4. Include representative noise level measurements with sufficient sampling periods and locations to adequately describe local conditions.
5. Estimate existing and projected (cumulative) noise levels according to the standards provided in **Table 7.3** and **Table 7.4** and assess these noise levels' consistency with the adopted policies of the Noise Element.
6. Recommend appropriate mitigation to achieve compliance with the adopted policies and standards of the Noise Element. Where the noise source in question consists of intermittent single events, the report must address the effects of maximum noise levels in sleeping rooms and evaluate possible sleep disturbance.
7. Estimate interior and exterior noise exposure after the prescribed mitigation has been implemented.
8. Provide a post-project assessment program that could be used to evaluate the effectiveness of the proposed mitigation.

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CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT 01-23 (C.U.P.)

General Conditions

1. Approval of this conditional use permit is limited to site designs, access, and development standards as established within the Triple Crown General Development Plan (GDP) and the City of Colusa Zoning Code.
2. The owner/developer shall secure land-use approvals via City Council approval of a development agreement, a Cannabis Business Special Use Permit, and a Cannabis Business Regulatory Permit prior to any site grading or construction.
3. Operational, odor control, site/building security, and signage plans shall be subject to Article 21.5 of the City Code and a Cannabis Business Special Use Permit.
4. The owner/developer shall comply with all Mitigation Monitoring and Reporting Program (MMRP) requirements as adopted within the 2019 Colusa Triple Crown Cannabis Business Park Project IS/MND.
5. The owner/developer shall submit a lighting plan in compliance with City Code Section 29.04 (c) (5) for review and approval by the Planning Department, prior to building permit issuance.
6. In the case this Conditional (Major) Use Permit has not been used within one (1) year after the date of granting thereof, and without further action by the Planning Commission, the use permit granted shall be null and void.

Architectural Conditions

1. Building permit plans shall illustrate doorway awnings, decorative window trim, and a wainscoting design (of contrasting materials and/or colors) along the north, east and west elevations of the administration building, subject to review and approval by the Planning Department.
2. All storage areas shall either be enclosed within buildings or screened with sufficient landscaping or other materials to minimize visual impacts to surrounding properties, subject to review and approval by the Planning Department.
3. All perimeter fencing shall be installed prior to any building occupancy, limited to a maximum of seven (7) feet above finished grade, and subject to review and approval by the Planning Department and/or Police Department.
4. Signage shall be considered and approved with the cannabis business special use permit.

Access / Parking Conditions

1. The owner/developer shall, prior to any Project site grading or construction, offer for dedication their fair share portion of property that is needed for future public rights-of-way and/or utility easements within the existing planned D Street and East Clay Street corridors. Such offer(s) for dedication and any corresponding plan(s) shall be subject to review by the City Engineer and Public Works Director.

2. The timing and future construction of D Street and East Clay Street frontage improvements and public utilities shall be determined by the City Engineer and Public Works Director, subject to a deferred improvement agreement.
3. The owner/developer shall pave all on site roadways, fire access, and primary parking areas with asphalt concrete or superior materials to minimize generation of dust pollutants, subject to review by the City Engineer.
4. The owner/developer shall submit plans for parking striping and handicap access, subject to review and approval by the Planning Department and Certified Access Specialist (“CA Sp”) inspector.
5. Employee parking areas that are located within 100 feet of the Sacramento River Levee shall conform to the requirements of the Army Corps of Engineers and/or RD 108.
6. The owner/developer shall submit plans for the primary and emergency access gates, subject to review and approval by the Planning Department.

Drainage / Grading Conditions

1. The owner/developer shall submit a comprehensive storm drainage plan for the ultimate development build out, any interim drainage plan serving the entire project area, or any portion of the project area associated with phasing of the development improvements, and such plan shall be prepared by a registered civil engineer and submitted to the City Engineer for approval. The drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at offsite downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the owner/developer shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures, and detention facilities. The Storm Drainage Plan shall be reviewed and approved by the City Engineer prior to any Project site grading or construction.
2. The owner/developer shall pay the cost associated with all improvements required by the Storm Drainage Plan and an appropriate reimbursement agreement shall be drafted to reimburse the owner/developer for oversized improvements on a pro rata basis per the project-level reimbursement agreement.
3. Drainage and stormwater basin system improvements shall be completed prior to any building occupancy.
4. Plans for the project storm water basin are within the jurisdiction of the Colusa County Airport Land Use Commission (ALUC). Such plans shall be reviewed by the ALUC for a determination of consistency with Colusa County Airport Land Use Compatibility Plan (ALUCP).

Landscaping Conditions

1. The owner/developer shall submit landscaping plans in compliance with State Municipal Water Efficiency Landscape Ordinance (MWELo) requirements, subject to review and approval by the Planning Department.
2. The owner/developer shall install tree landscaping to screen/obscure employee parking areas and buildings from public view along the Sacramento River levee, subject to review and approval by the Planning Department.

Sewer / Water System Conditions

1. The owner/developer shall connect to the City water consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City water system including connection and impact fees.
2. The owner/developer shall connect to the City sewer system consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City sewer system including connection and impact fees.



Colusa California
COLUSA FARMS
 Pomona Rio Property, LLC
 Colusa Riverbend Estates

UPDATED
Design review Package
Date: October , 2023



MO devco LLC
 706 Foxglove Cir.
 Winters, CA 95694

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 Pomona Rio Property, LLC
 PO Box 1267
 Sunset Beach, CA 95694

PROJECT NAME
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PROJECT NO.
 001-2023

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COVER PAGE

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- JAC INDUSTRIES BUISNESS PLAN**
- JAC INDUSTRIES SECURITY PLAN**



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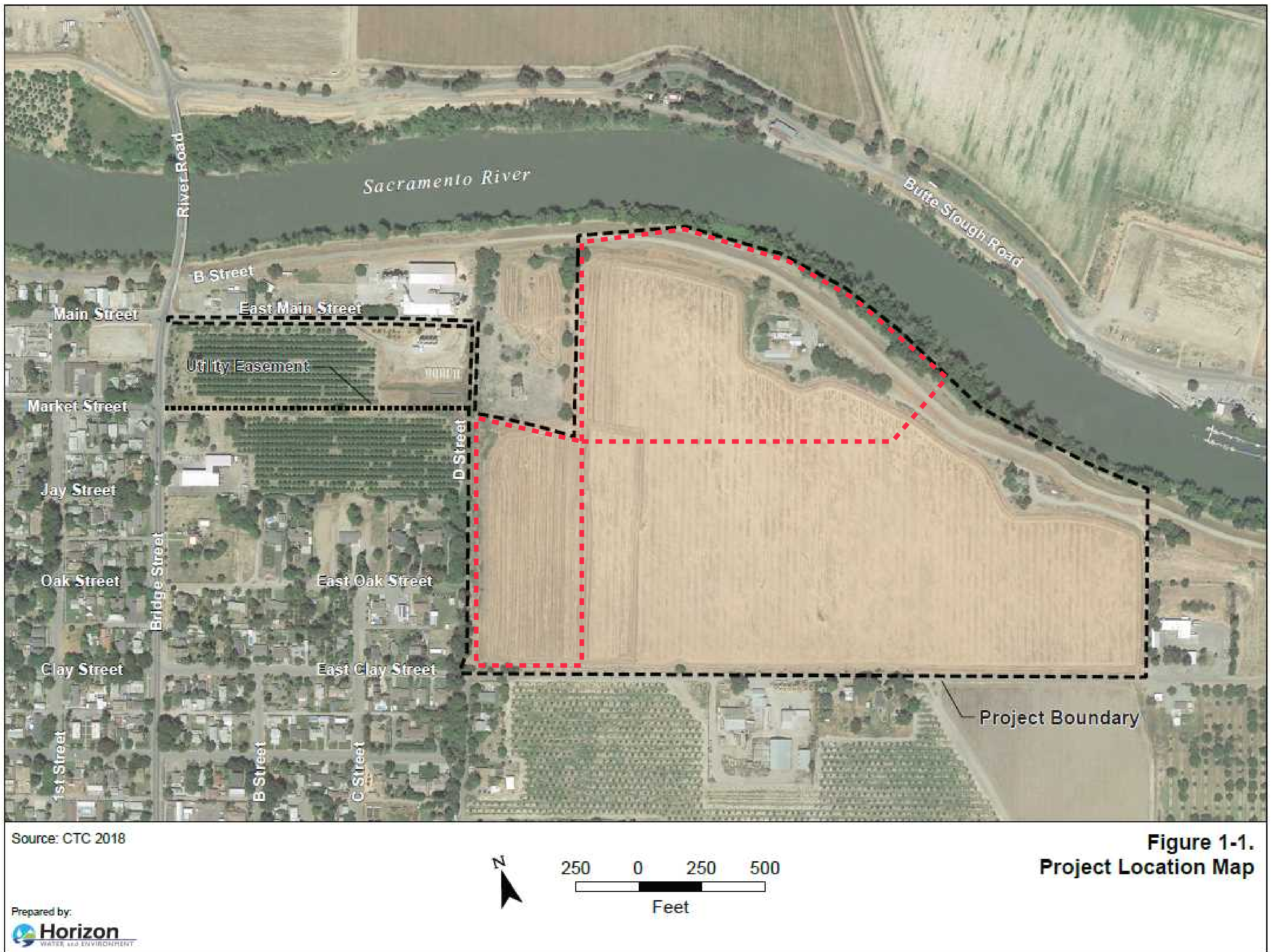
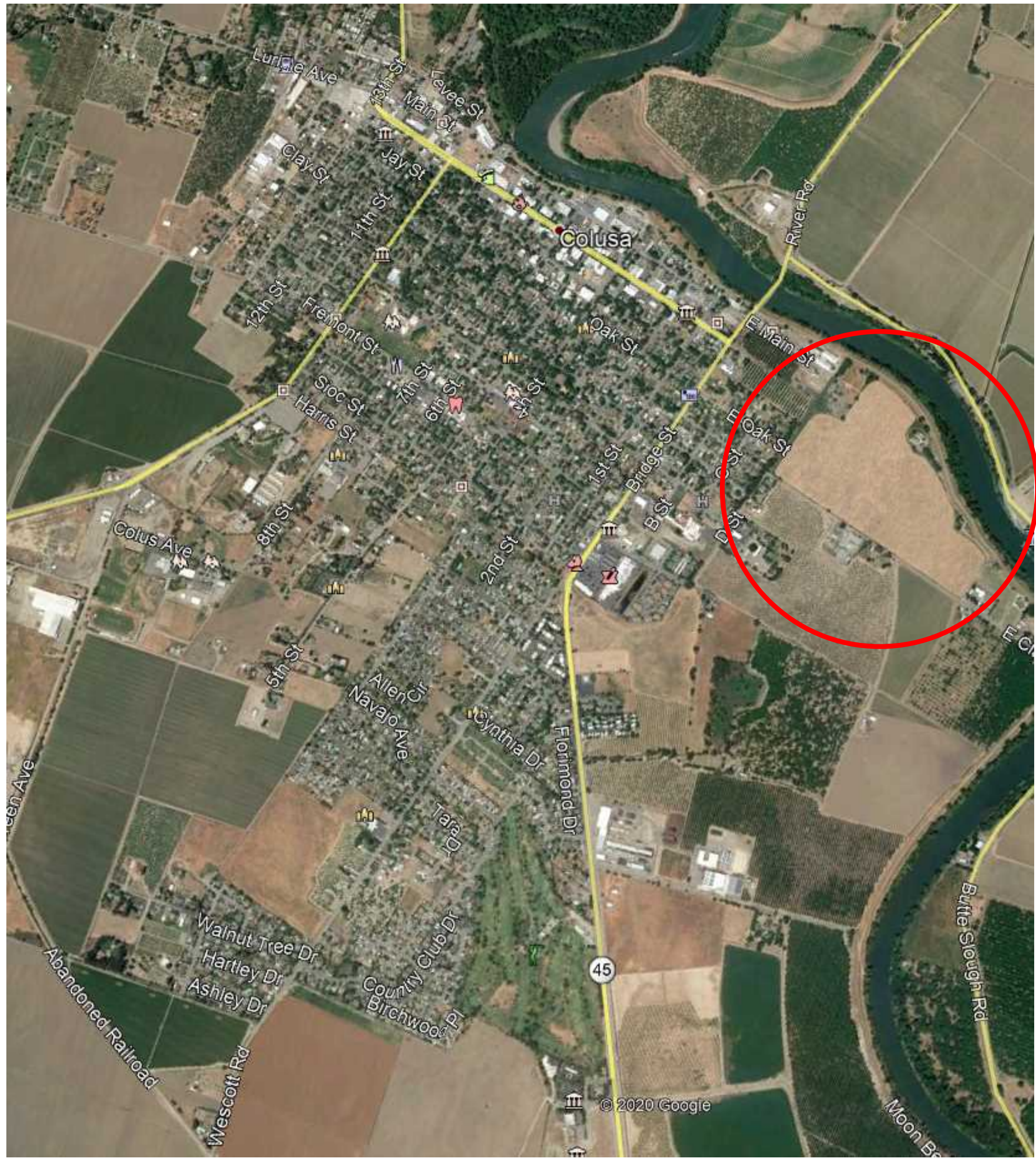
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LOCATION MAPS



COLUSA FARMS



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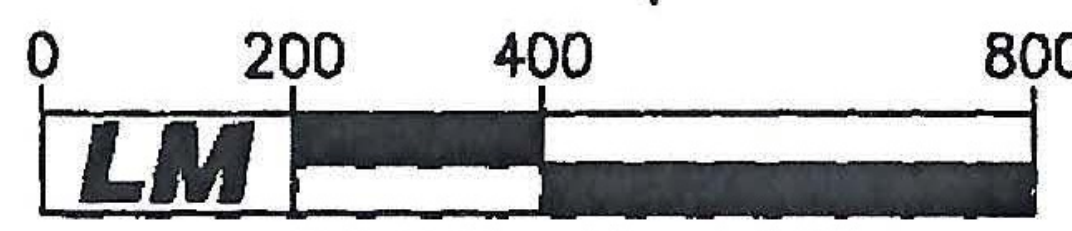
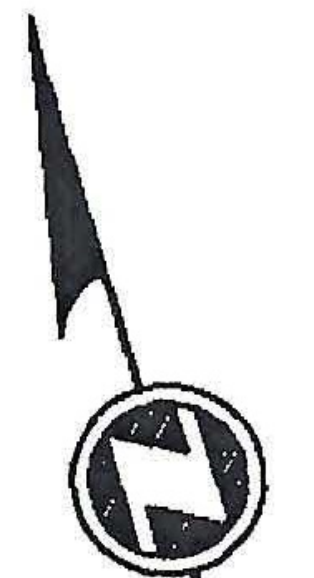
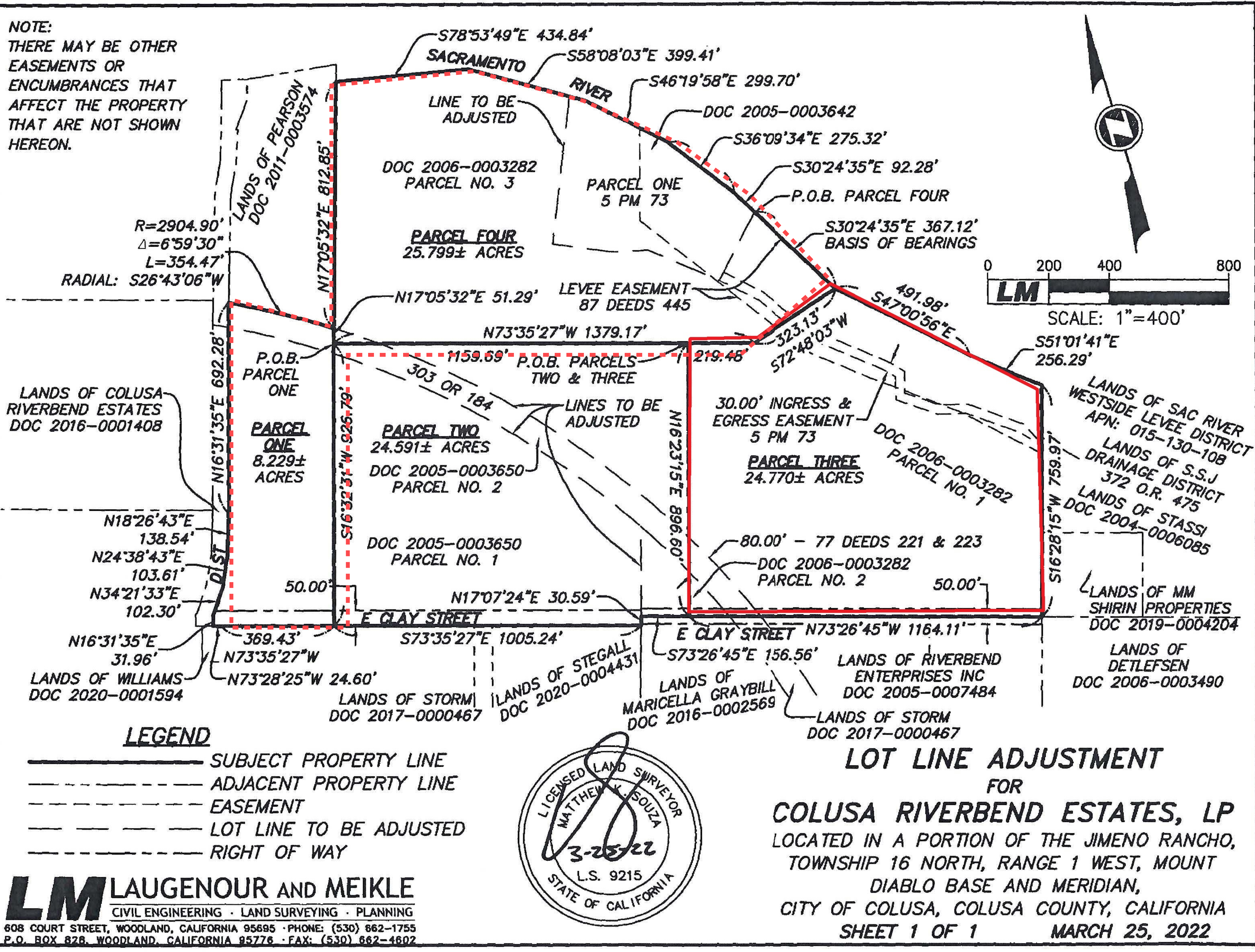
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NOTE:
THERE MAY BE OTHER
EASEMENTS OR
ENCUMBRANCES THAT
AFFECT THE PROPERTY
THAT ARE NOT SHOWN
HEREON.



SCALE: 1"=400'

LEGEND

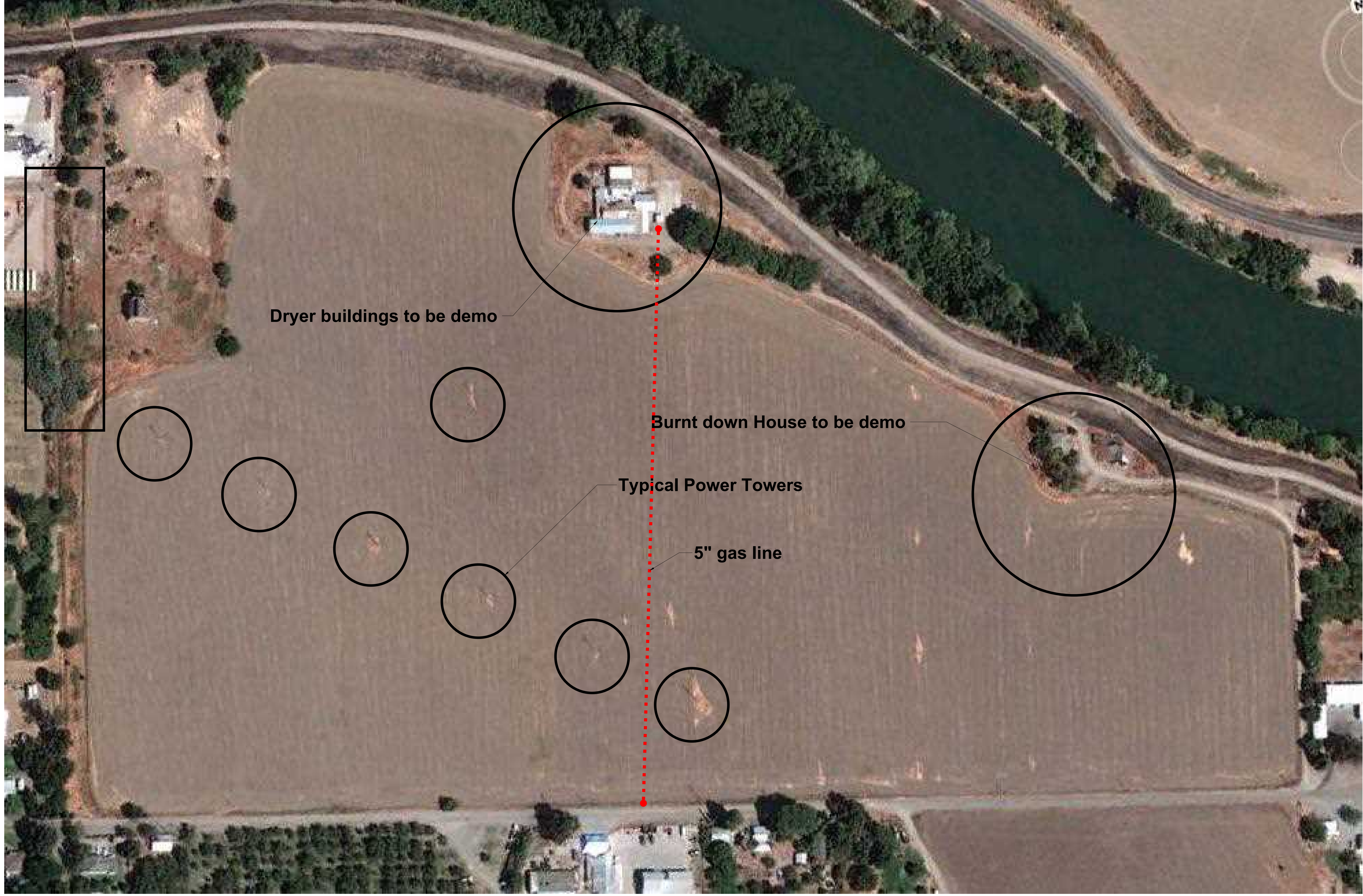
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT
- LOT LINE TO BE ADJUSTED
- RIGHT OF WAY

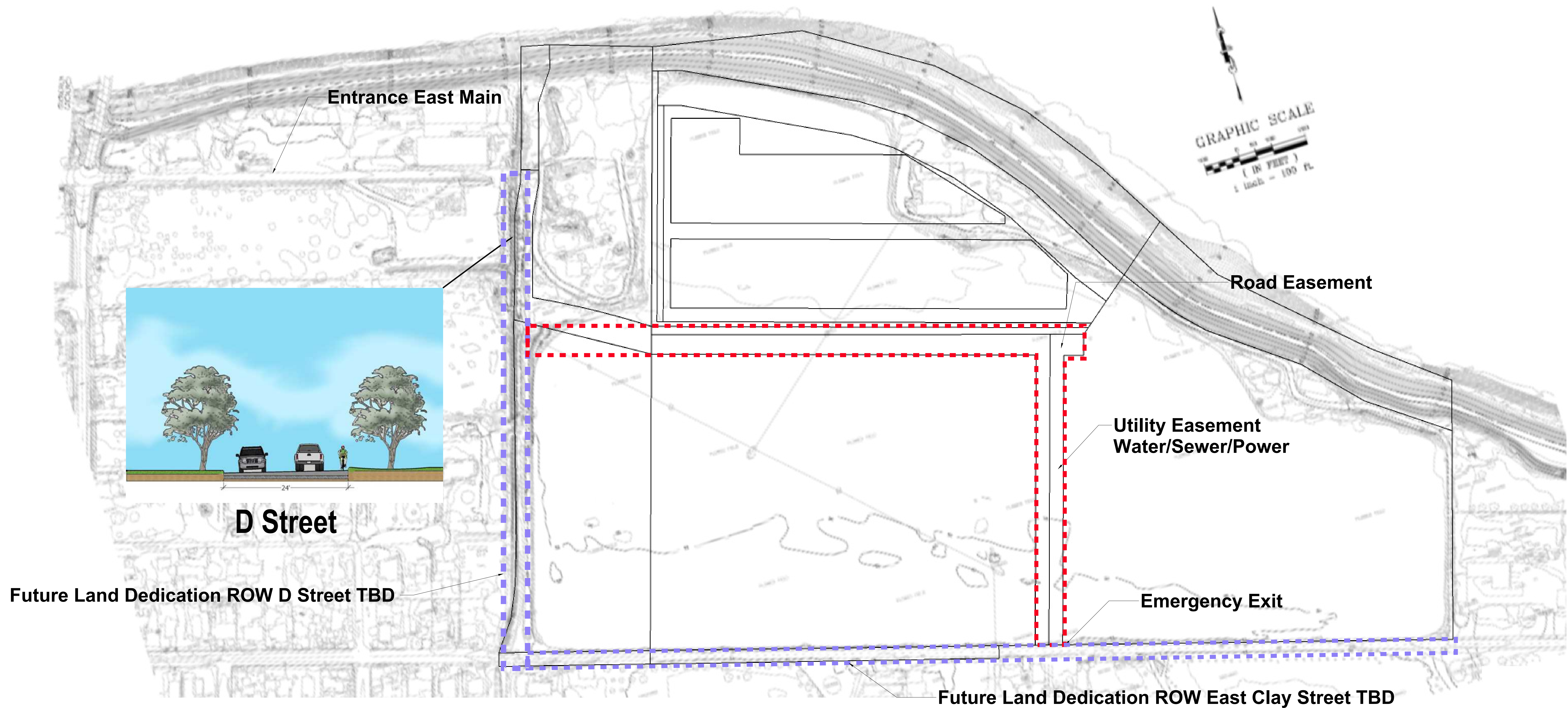
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 862-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 862-4602



LOT LINE ADJUSTMENT
FOR
COLUSA RIVERBEND ESTATES, LP
LOCATED IN A PORTION OF THE JIMENO RANCHO,
TOWNSHIP 16 NORTH, RANGE 1 WEST, MOUNT
DIABLO BASE AND MERIDIAN,
CITY OF COLUSA, COLUSA COUNTY, CALIFORNIA
SHEET 1 OF 1 MARCH 25, 2022

X:\Land Projects\4571\dwg\4571.LLA





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**PROPOSED EASEMENTS
 (ROAD & UTILITIES)**

There is one primary entrance to the Colusa Farms project: D Street will extend from East Main Street to the project site. East Main Street will be the main entrance and exit from the Colusa Farms Business Park for all future employees and deliveries. An easement for the future D Street will run north-south connecting both Market Street and East Clay Street.

All roads within the Colusa Farms Business Park are private roads and will be maintained by the property owners. The project will provide an emergency road for local Public Service that will extend through the project and circulate around the project turning south until intersecting with East Clay. The Public Service Road will be maintained by the property owners and will not be open to local traffic.



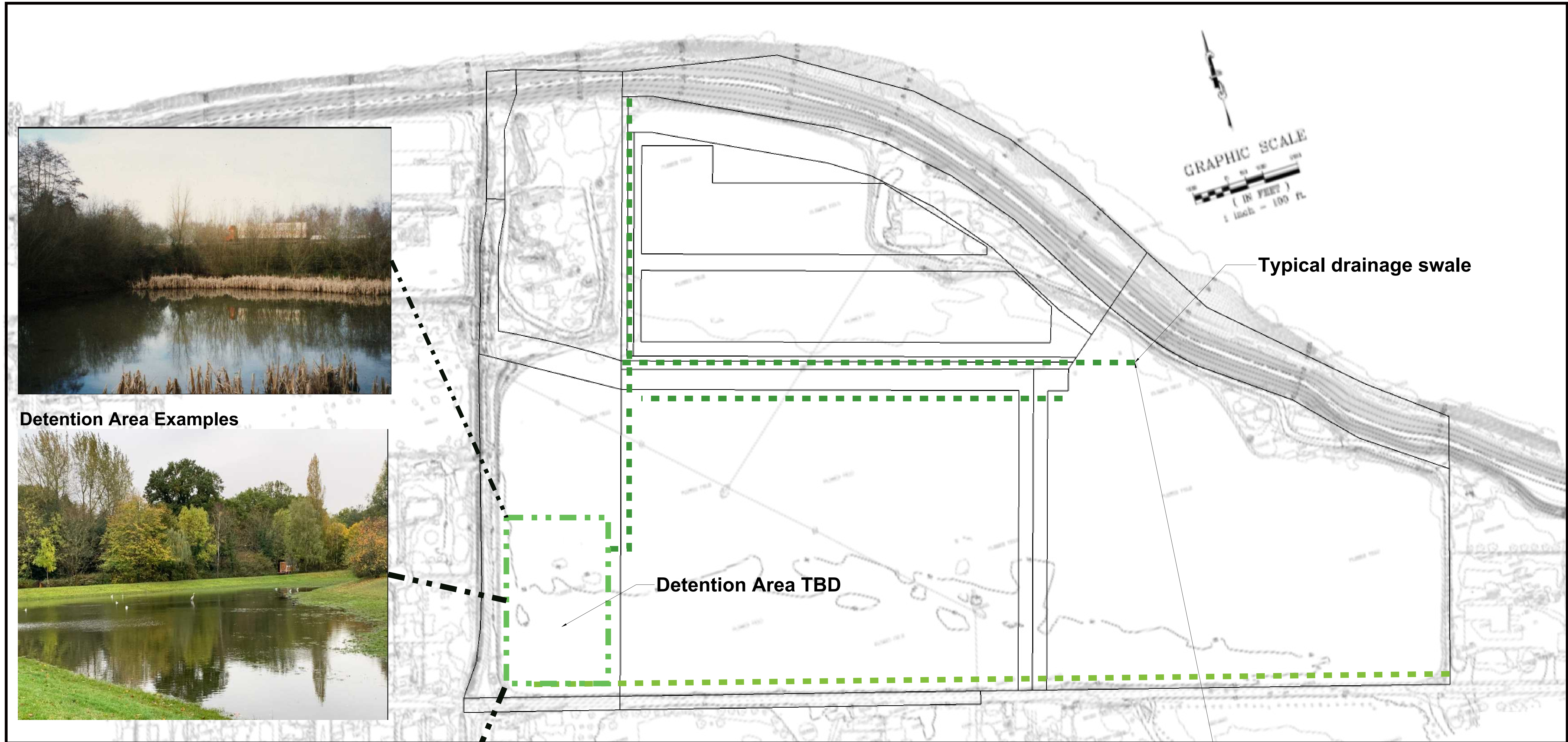
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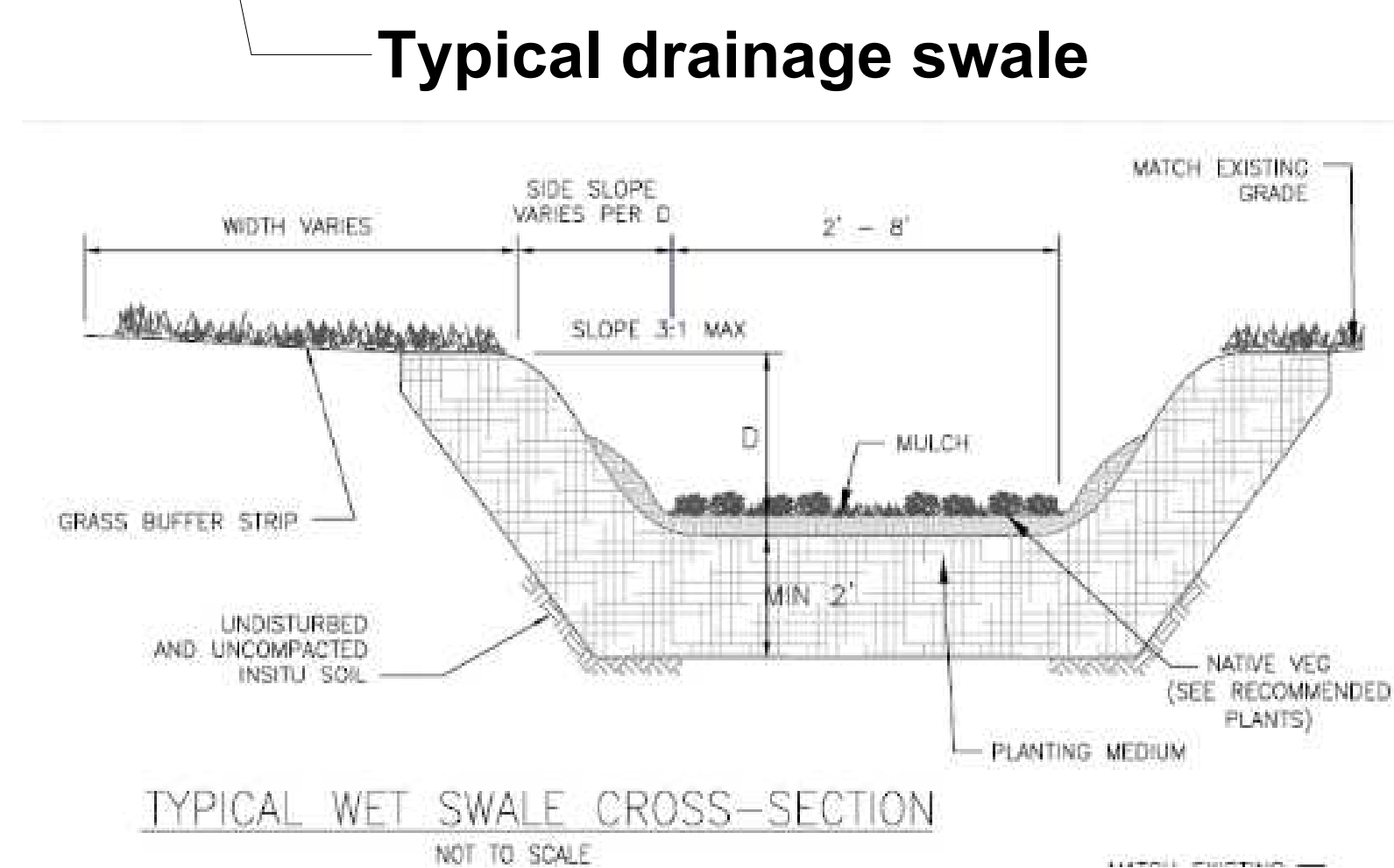
SITE GRADING EXHIBIT



Detention Area Examples



Detention Area Example





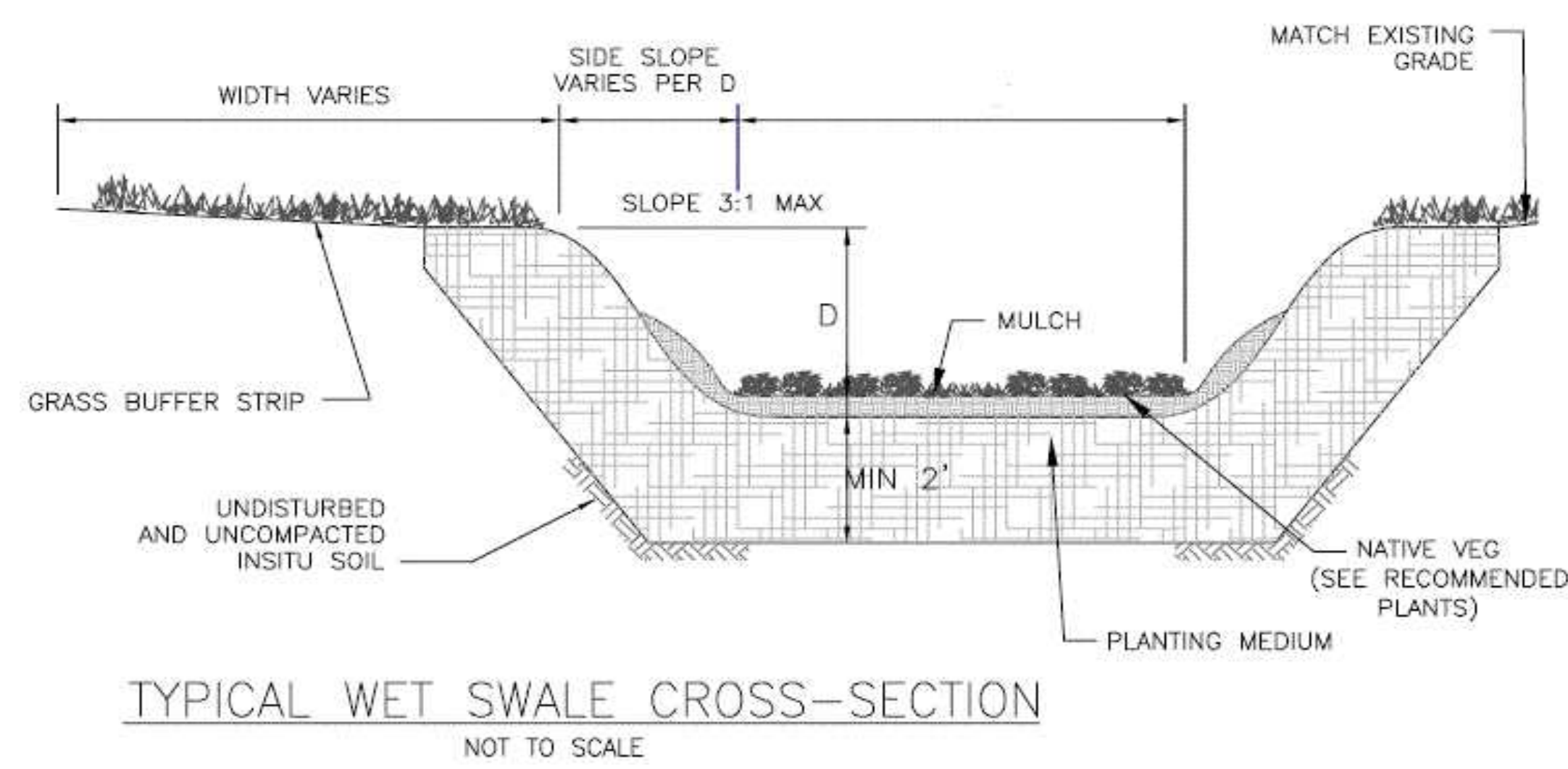
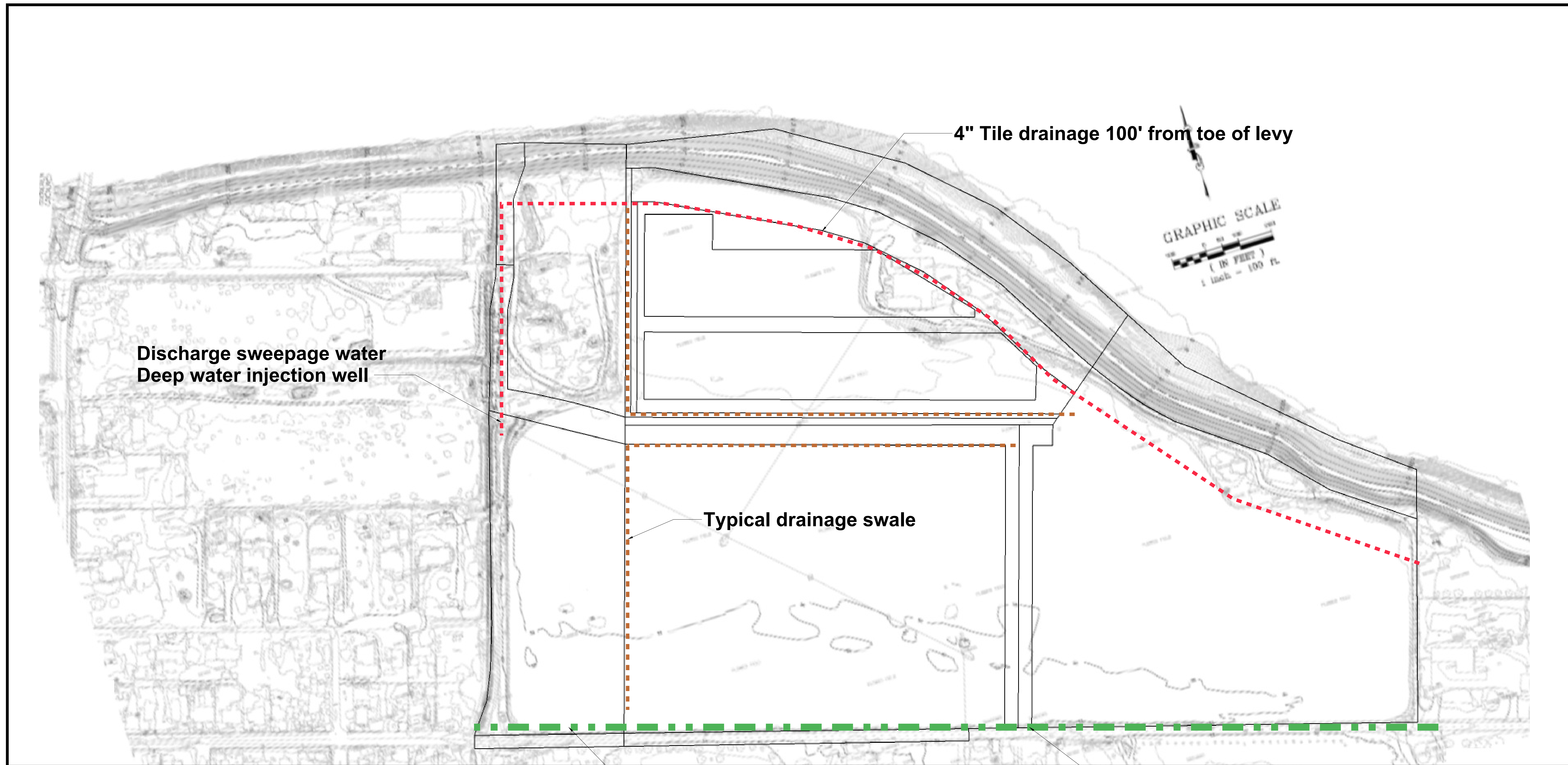
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STORM DRAINAGE SYSTEM (M-1)



Drainage Swale (Typical Wet Swale)

Connect to existing 16" CP culverts (2)

The Applicant submitted a project drainage description and a concept off-site drainage routing exhibit depicting alternative proposed locations of interim drainage channels and detention facilities to serve the project plan area. A comprehensive storm drainage plan for the ultimate development buildout and any interim drainage plan serving the entire project area or any portion of the project area associated with phasing of the development improvements shall be prepared by a registered civil engineer and submitted to the City Engineer for approval.



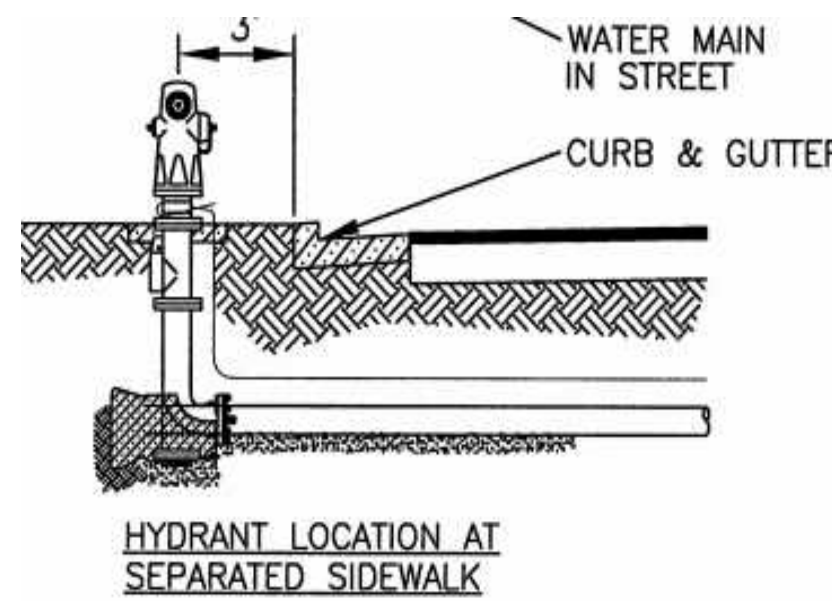
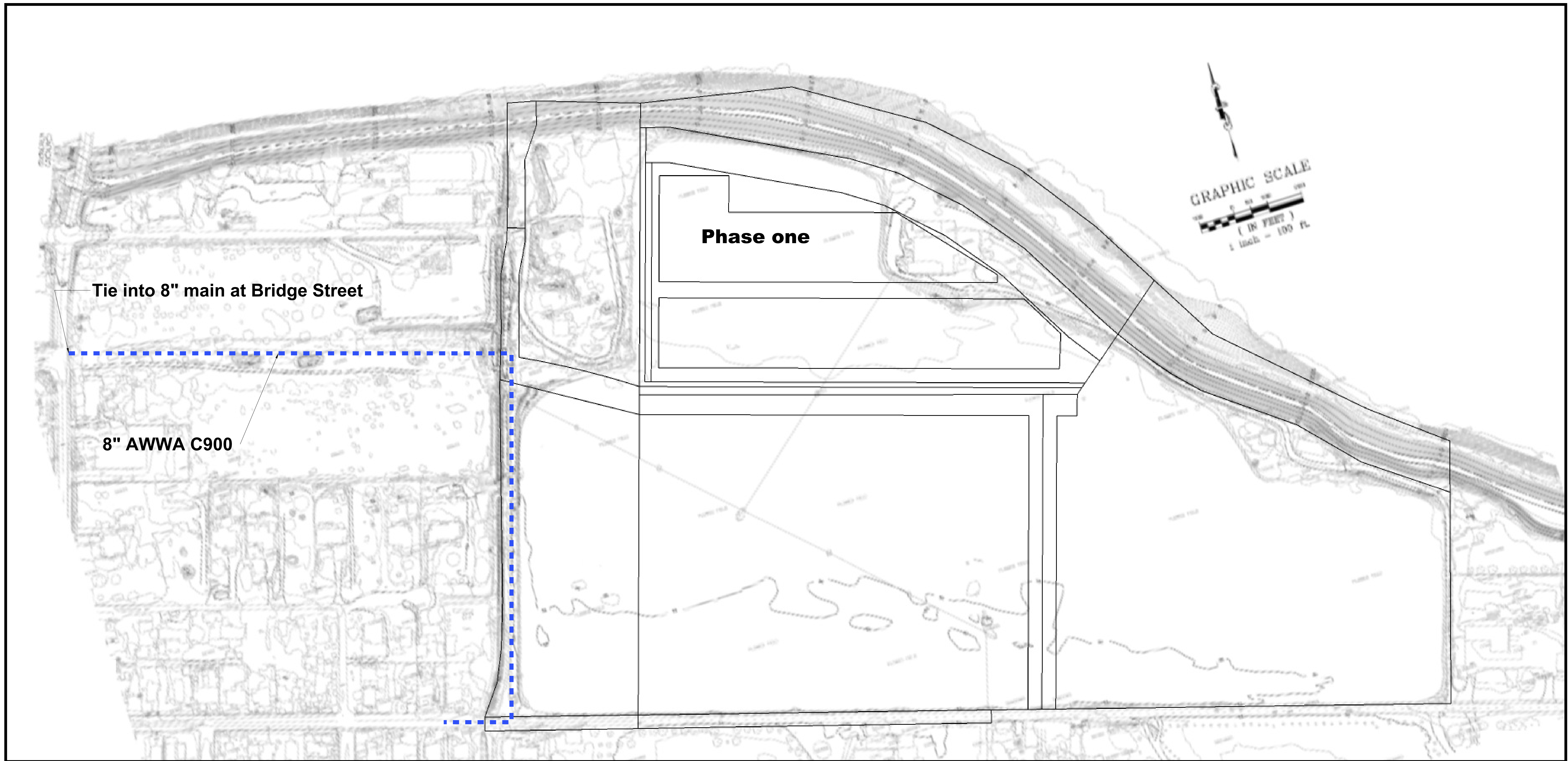
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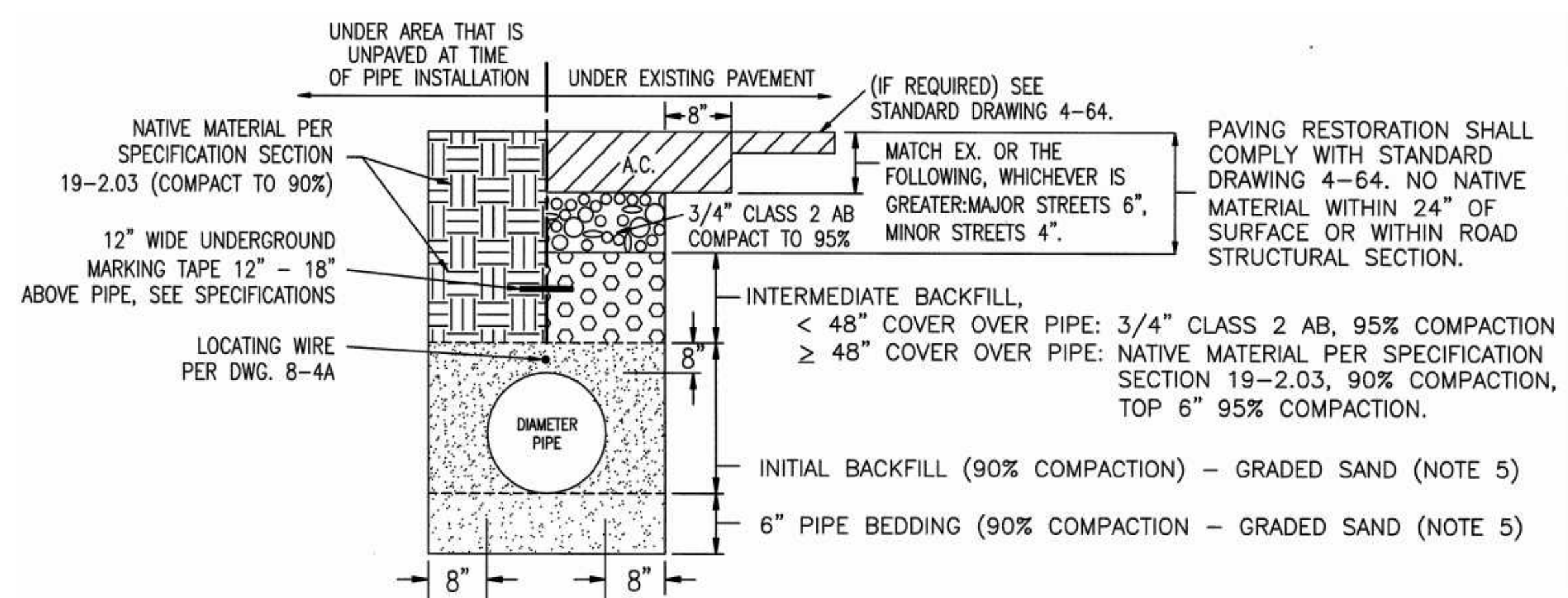
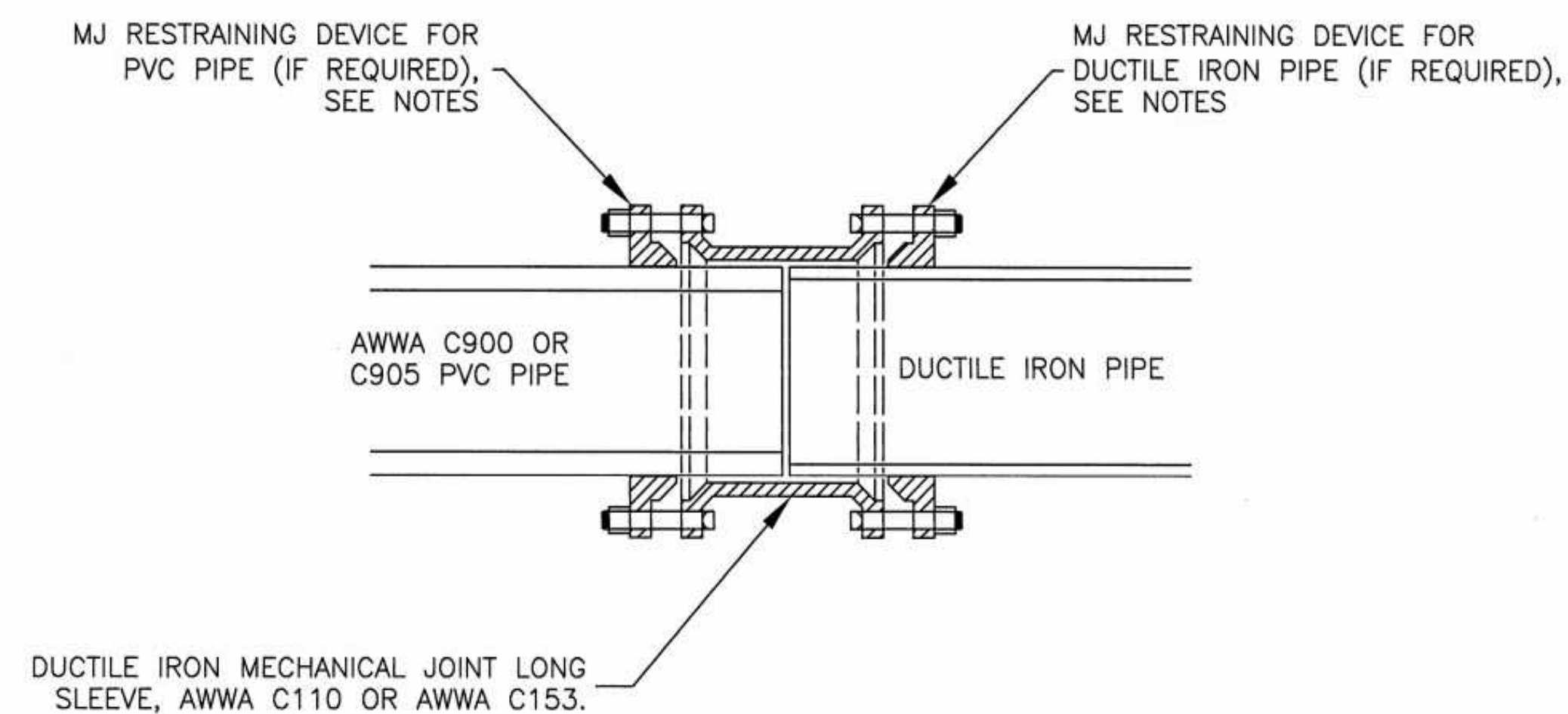
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WATER SYSTEM (M-1)



- NOTES:**
1. BOLLARDS NOT REQUIRED FOR HYDRANTS ON PUBLIC ROADWAYS. AT ALL OTHER HYDRANT LOCATIONS: IF LESS THAN 4 FEET BEHIND CURB, INSTALL BOLLARDS, TYPE AND LAYOUT PER FIRE DEPARTMENT.
 2. TYPE OF HYDRANT SHOWN IS FOR ILLUSTRATION ONLY.
 3. GATE VALVE SHALL BE FLANGED TO THE WATER MAIN.
 4. LOWEST CAP NUT ON HYDRANT SHALL BE 20" MIN. TO 24" MAX. ABOVE TOP OF CONCRETE PAD.
 5. THESE JOINTS MAY BE FLANGED OR RESTRAINED MECHANICAL JOINT WITH AN APPROVED RESTRAINED DEVICE.
 6. FIRE LATERAL: RESTRAIN ALL JOINTS. DUCTILE IRON PIPE, C900 PVC PIPE ALLOWED IF RUN IS LESS THAN ONE PIPE LENGTH AND INSTALLED WITHOUT PVC-TO-PVC JOINTS.
 7. ALL BURIED METAL SHALL BE ENCASED WITH 8 MIL POLYETHYLENE SO THAT NO SOIL IS IN CONTACT WITH METAL.





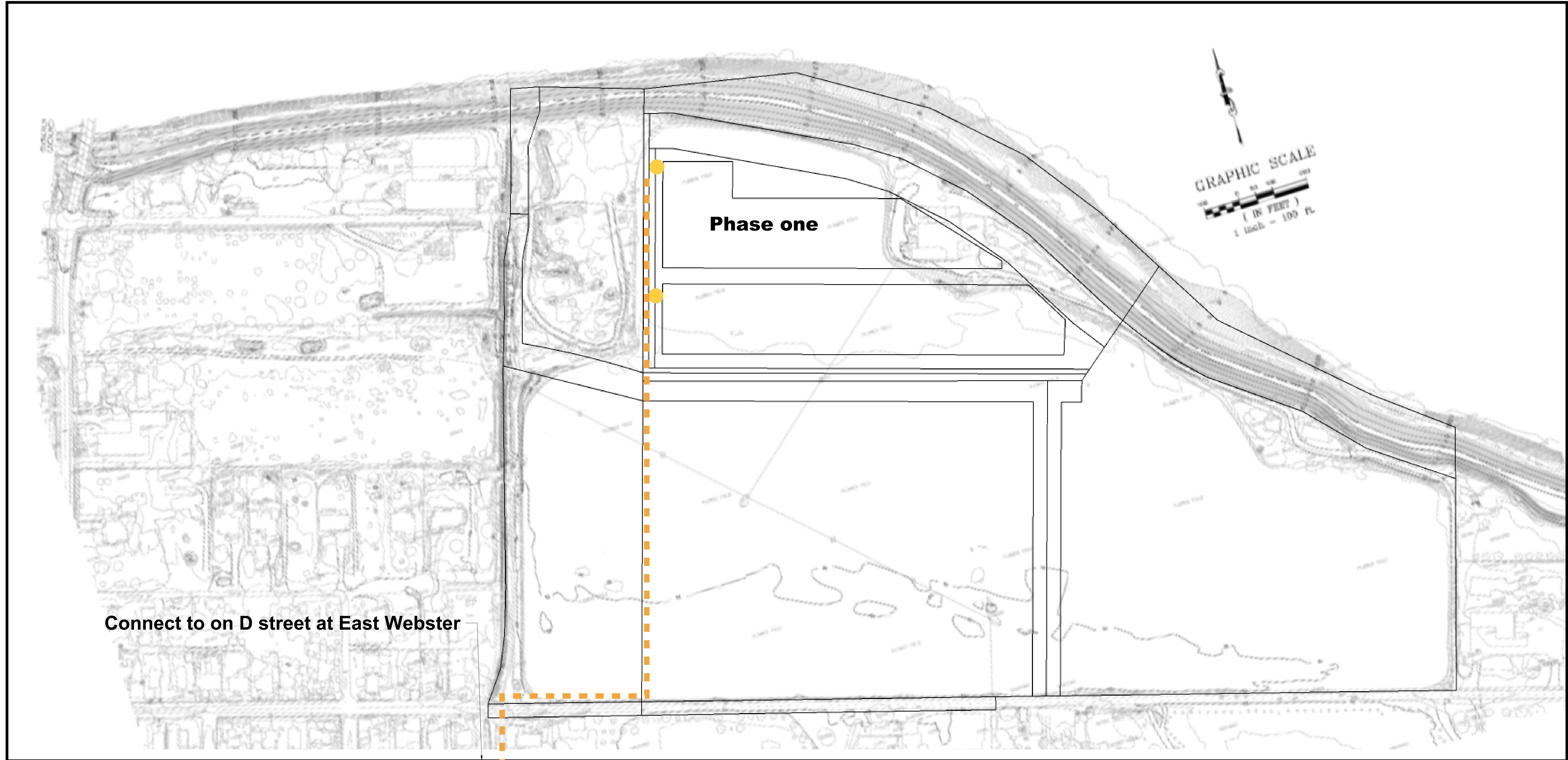
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SEWER SYSTEM (M-1)



Gravity sewer systems often use large pipes that are installed in deep trenches and must follow a constant downslope. Low pressure sewer pipes may be as small as 2 inches in diameter and follow the contour of the land -- up and down hills, or across flat land at a constant depth. These small trenches can equal huge savings in installation costs.

Low pressure sewer systems are often used when a gravity sewer system cannot be installed, or is too expensive to do so. The land may be very flat, rocky, hilly, or wet.

The E/One model DX502 duplex grinder pump station contains two grinder pumps that are rated for explosionproof, non-residential application. The pumps are engineered to meet Factory Mutual explosionproof equipment standards for use in classified locations.

Features

The DX502 grinder pump station consists of two model DX explosionproof grinder pumps in 500-gallon tank. The grinder pumps, motor controls and level-sensing are integrated into a compact unit, easily removable for service. The pumps are rated for explosionproof under Factory Mutual standards (approval standard 3611).

Solids are ground into fine particles that pass easily through the pumps, check valves and small-diameter pipe lines — even objects that should not be in sewage, such as plastic, rubber, fiber, wood, etc. The 1-1/4" discharge connections can be adapted to any piping materials that meet local code requirements.

The tank is made from tough, corrosion-resistant FRP. The DX502 can accommodate flows of 6000 gallons per day. Stations are available in heights of 129 inches and 160 inches.

E/One requires the installation of its stainless steel UNI-LATERAL to prevent backflow from the sewer system from entering the grinder pump station.



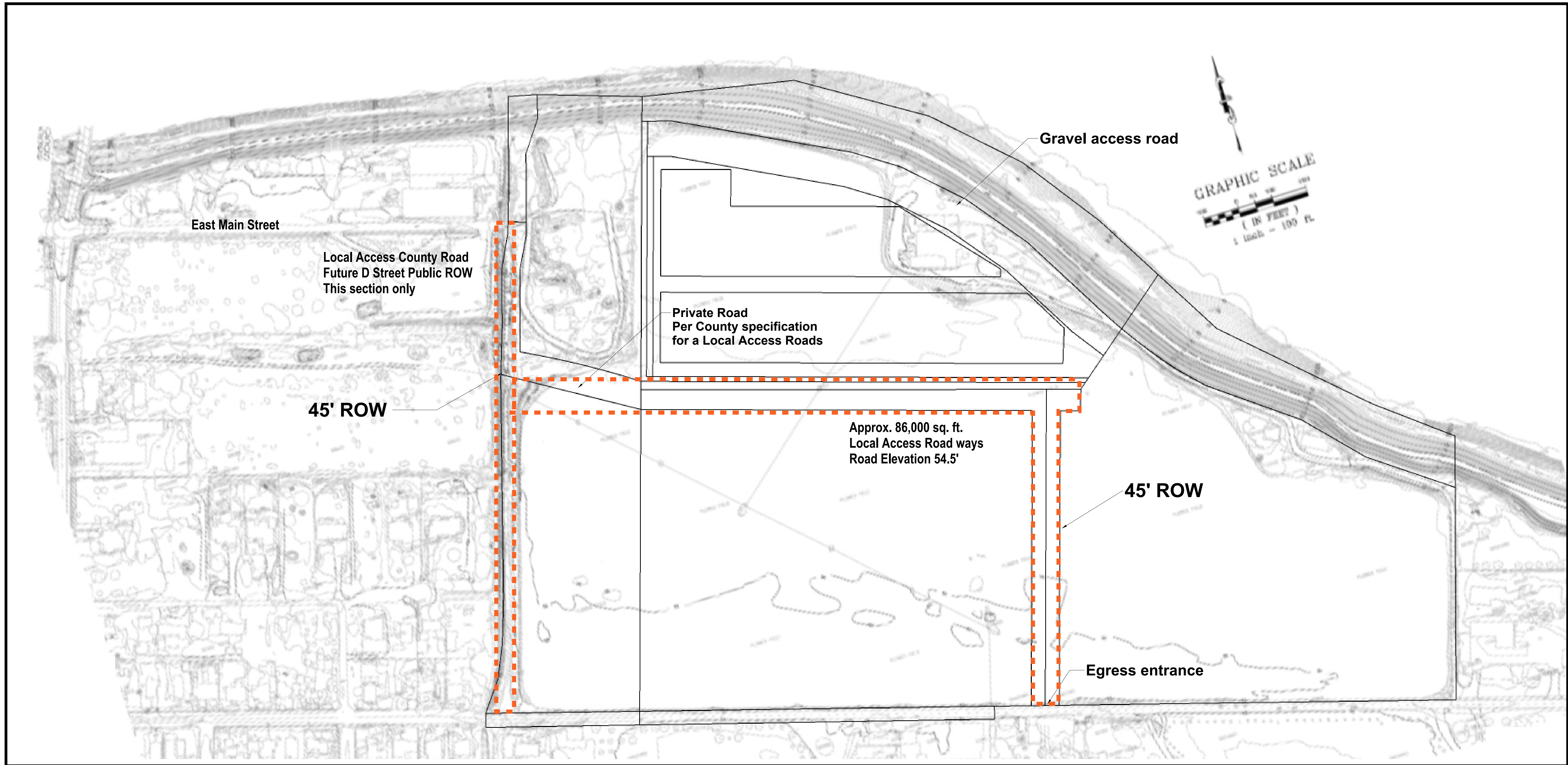


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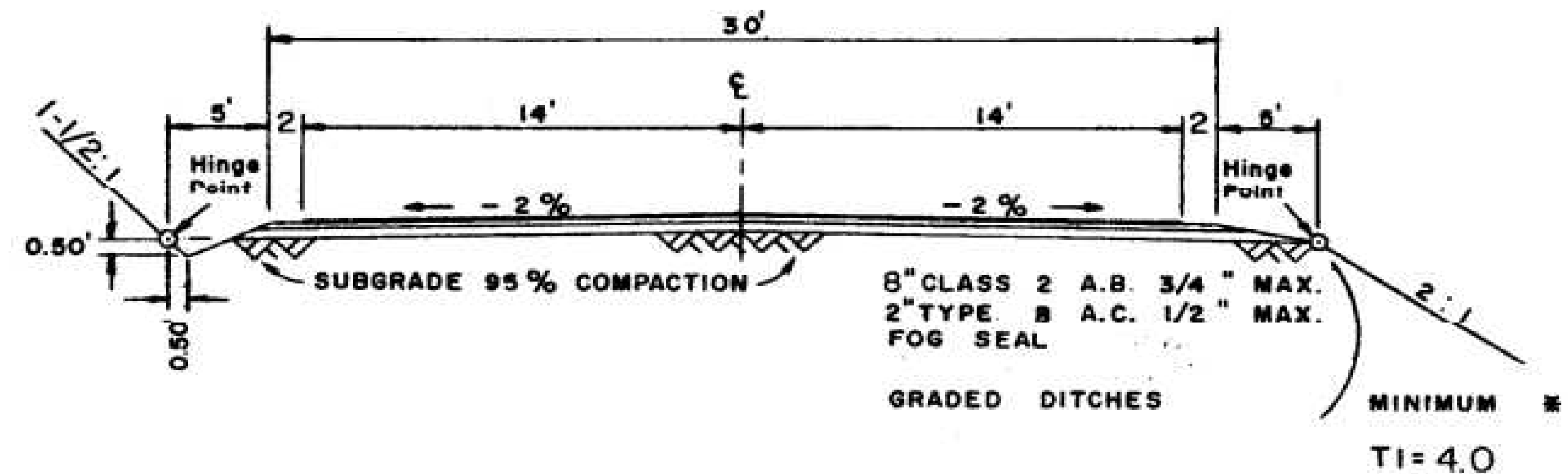
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COUNTY OF COLUSA		DEPARTMENT OF PUBLIC WORKS	
TITLE	TYPICAL SECTIONS SUBDIVISION ROADS	STANDARD NO.	RS-3
		SCALE :	1" = 8' - 0"

-80-



LOCAL ACCESS ROAD

CIRCULATION PLAN (M-1)

100% Build Out
DEMAND LOAD IS 8,238KVA

DEMAND LOAD IN AMPS @ 480V IS 9,921 AMPS

DEMAND LOAD IN AMPS @ 12KV IS 397 AMPS

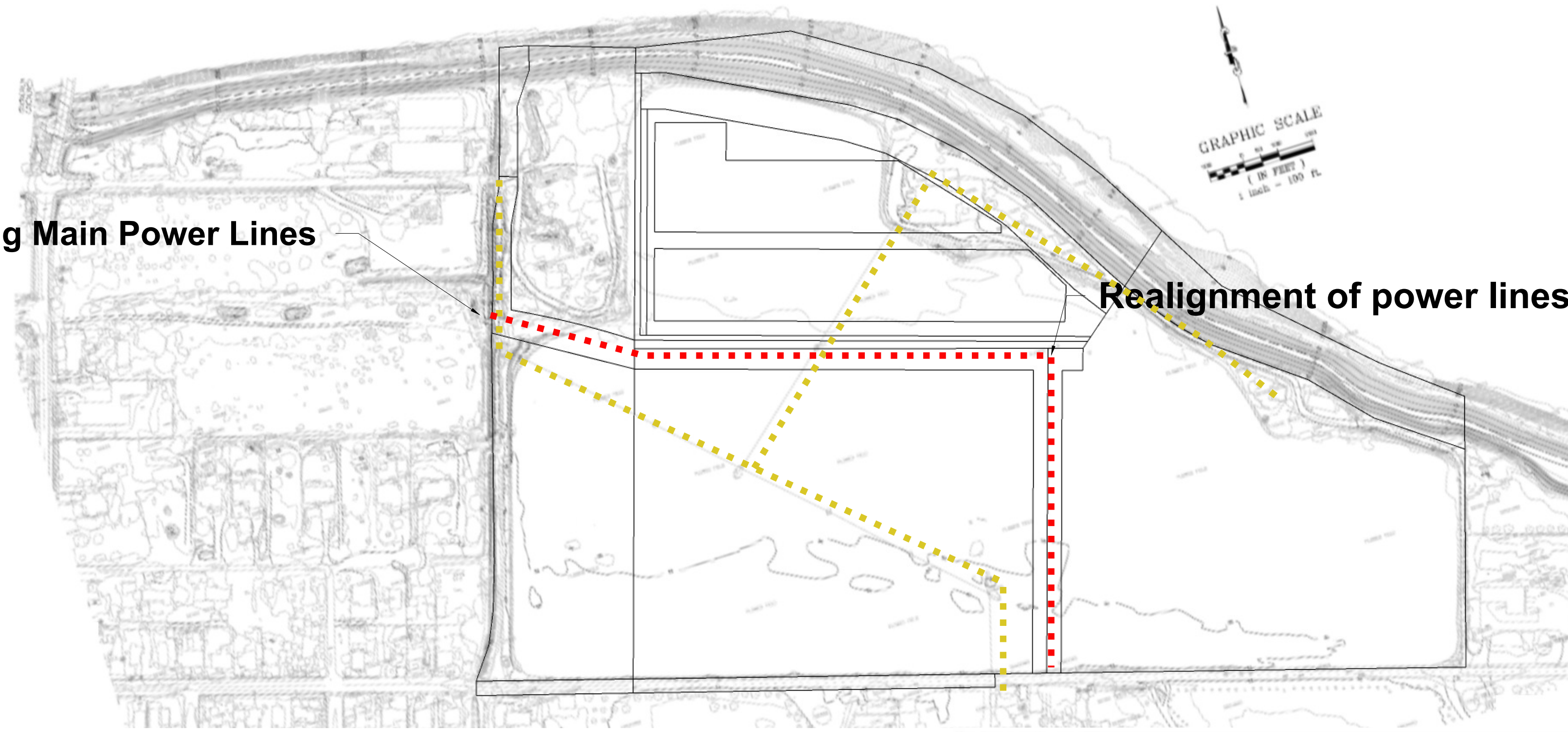
50% Build Out
TOTAL DEMAND LOAD @ 100% IS = 8,238KVA

50% BUILD OUT
ITEMS NOT INSTALLED = - 4,216KVA
50% BUILDOUT DEMAND = 4,022KVA

DEMAND LAOD IN AMPS @480V IS 4,843 AMPS
DEMAND LOAD IN AMPS @12KV IS 194 AMPS

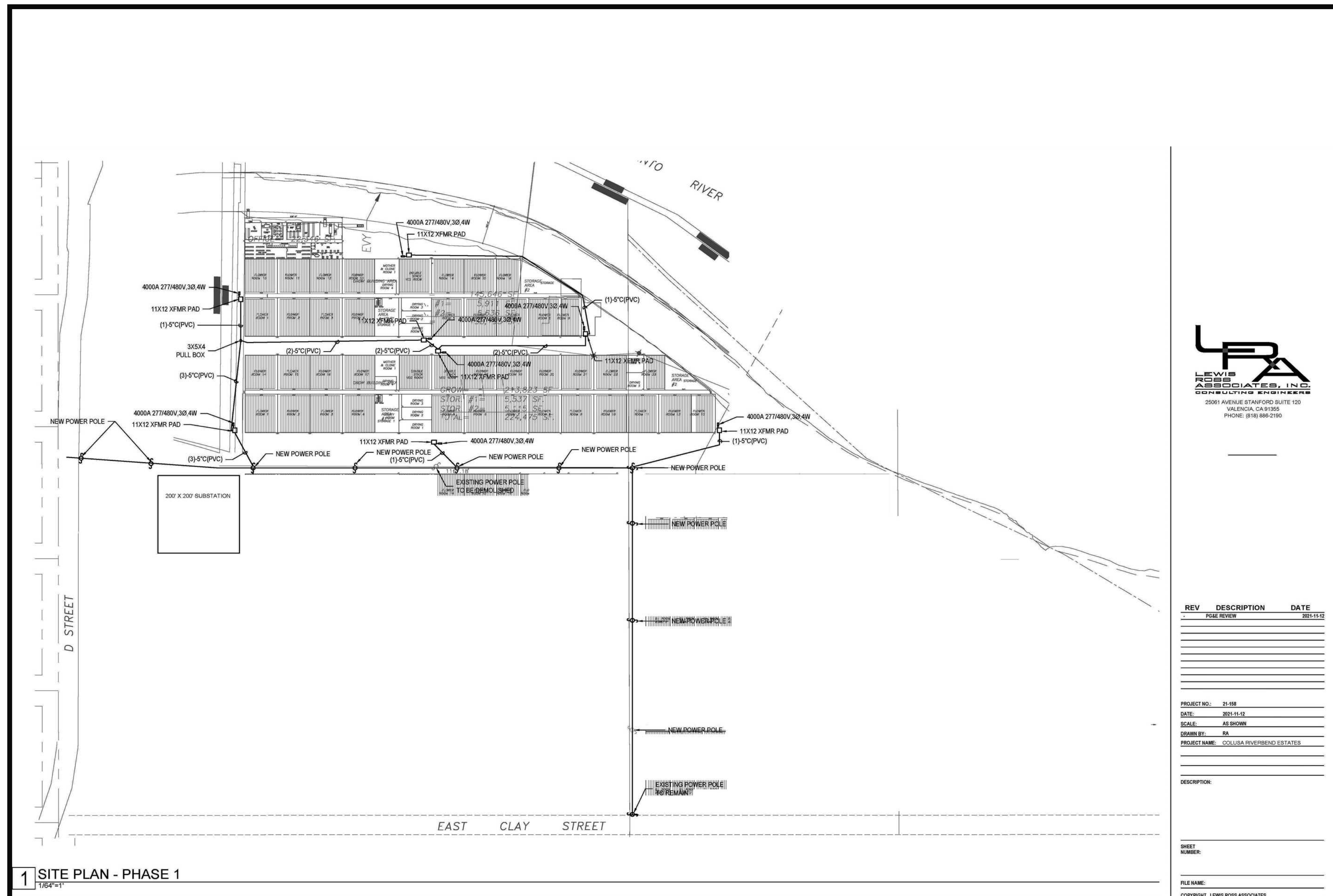
Existing Main Power Lines

Realignment of power lines



LEWISROSS ASSOCIATES
25061 Avenue Stanford, Suite 120, Valencia, CA 91355.
Ph: (818) 886-2190
PHASE 1

PROJECT: COLUSA FARM
CALCULATION: SERVICE SIZE
01/04/2022



REV	DESCRIPTION	DATE
1	PLS REVIEW	2021-11-10

PROJECT NO.: 21-01
DATE: 2021-11-10
SCALE: AS SHOWN
DRAWN BY: BA
PROJECT NAME: COLUSA RIVERBEND ESTATES

DESCRIPTION:

SHEET NUMBER:

FILE NAME:
COPYRIGHT: LEWIS ROSS ASSOCIATES

	EQUIPMENT NAME	AMOUNT OF EQUIPMENT	QTY	AMPS	VOLTS	TOTAL AMPS	CONNECTED LOAD KVA	DEMAND	100% DEMAND CONNECTED LOAD	ITEMS NOT INSTALLED FOR 50%
1	SUN SYSTEM WINDOW DE	INCLUDES VEG AND MOM = 5528	5528	2.3	480	7349	6103	50%	3051	1573
2	50 TON TRANE PACKAGE	4 PER FLOWER +2 MOM +7VEG =73	73	125	480	9125	7577	65%	4546	2429
3	PATTERSON FANS 32"	12 per room + 6mom + 1veg = 212	212	3.5	208	185	154	100%	154	80
4	QUEST 506 DEMUS	5X16 rooms =80	80	11	240	254	211	50%	105	53
5	PHILLIPS VEG LED LIGHTS			0.7	400					
6	MICRO COOL	Rough Estimate=6	6	4.8	480/115	29	24	25%	6	
7	CONTROL TRANE GROW LINK	12.5T units X 10	16	5	120	12	10	100%	10	5
8	COMFORT COOLING OFFICE STORAGE DRYTRIM	12.5T units X 10	10	25	480	481	200	100%	400	62
9	FERTIGATION SKID PUMPS AND AIR COMPRESSOR	LOW LINK/COMPRESSO	2	5/15.9	230	9	7	100%	7	3
10	WATER ROOM PUMPS		15	8	115	17	14	50%	7	
11	DO SYSTEM	NEO 250 75,000 gpd	1	9.5	460	9.5	7.5	100%	8	
12	RO SYSTEM	HL 13502-43,200gpd	1		480			100%		
13	WELL WATER BOOSTER PUMP HL SKID	HL 13707 - 1	1	1	460			100%		
14	CO2 SYSTEM COOLING	vaporizer/Condensor=	1	30/40	480	70	58	100%	58	
15	AIR SCRUBBERS IONIZERS		35	1.13	120	6	5	100%	5	2
16	PACKAGING MACHINE PACKLEAF		1	30	480	30	25	50%	13	
17	INTERNET	3-20amp dedicated breakers =3	3	20	115	3	2	100%	2	
18	CAMERAS DVR VOICE		135					100%		
19	FOARMERS		3	66	115	9	7.6	25%	2	
20	T24 LIGHTING	(80 on 24/7) - 244	244	0.5	480	71	59	50%	29	9
21	GREEN WORKING LIGHTS IN FLOWER ROOMS		144	0.16	120	3	3	25%	1	
22	WATER HEATERS FOR RESTROOMS		2	15	120	9	4	100%	1	
23	MISC POWER FOR OPERATIONS		1	1	120	277	40	50%	16	
24	MISC POWER ADMIN		1	50	277	17	14	50%	7	
25	EXTERIOR FACILITY LIGHTING		35	0.43	277	4	4	40%	2	

14,722KVA 8,238KVA 4,216KVA



MO devco LLC
706 Foxglove Cir.
Winters, CA 95694

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Pomona Rio Property, LLC
PO Box 1267
Sunset Beach, CA 95694

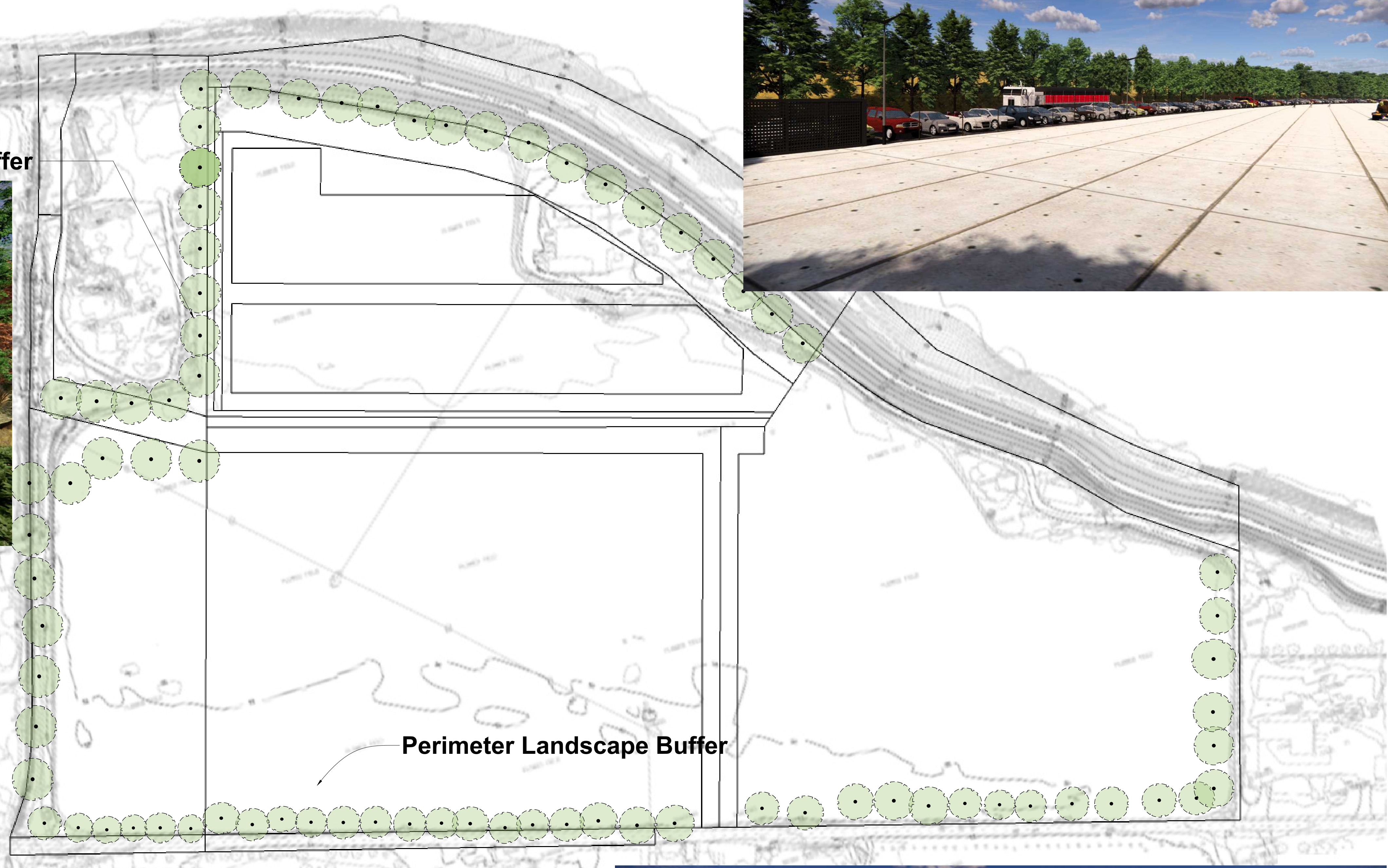
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PROJECT NO.
001-2023

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POWER SYSTEM AND RELOCATION



Entrance off D Street



Landscape Buffer

Perimeter Landscape Buffer



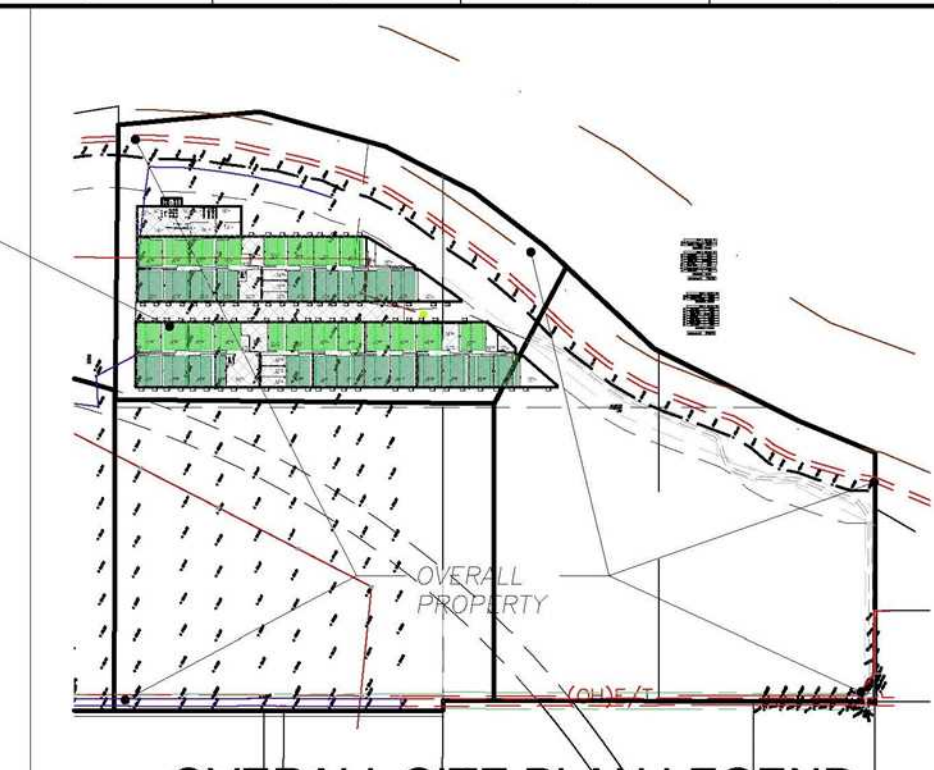
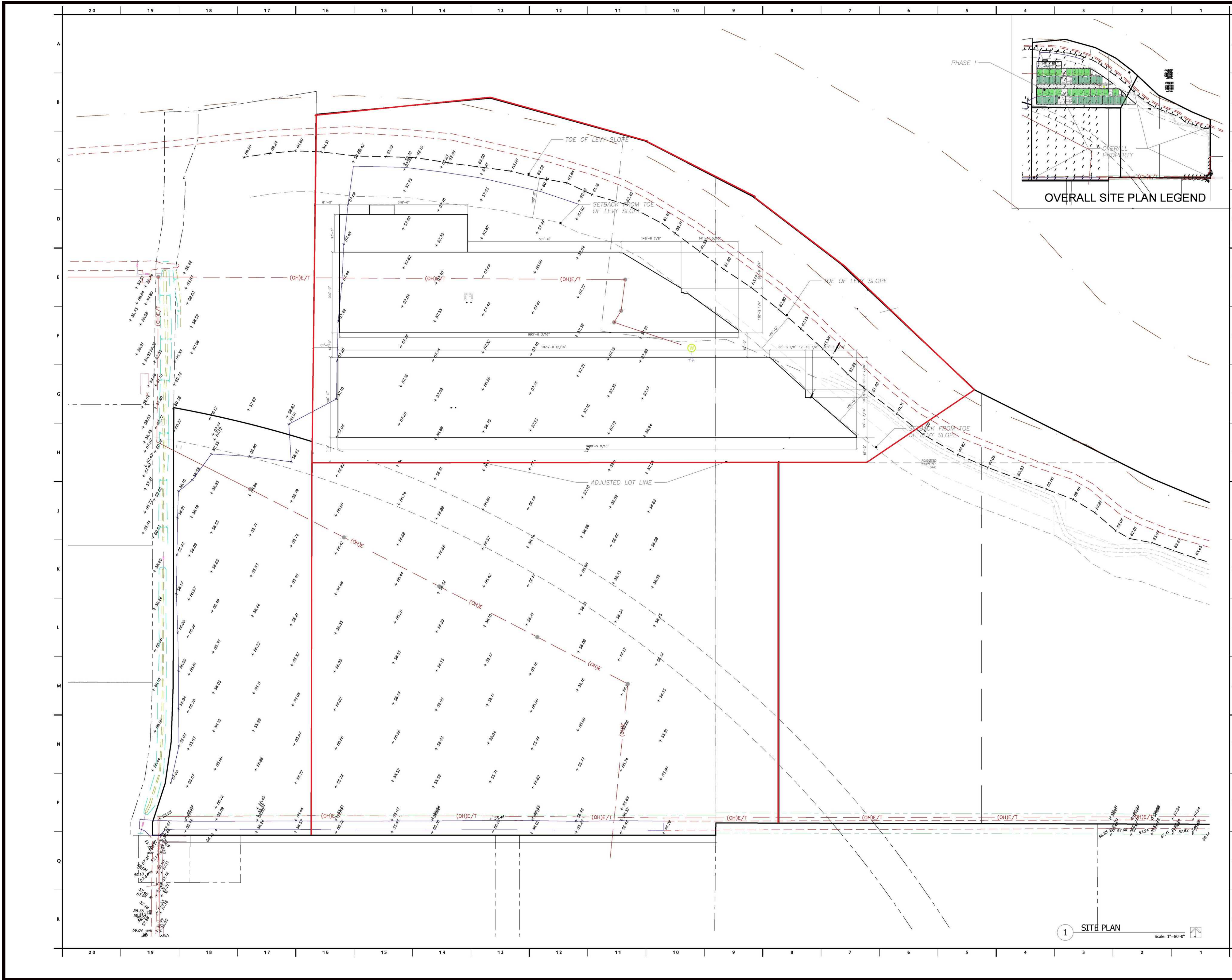
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LANDSCAPE EXHIBIT



OVERALL SITE PLAN LEGEND

RDA
 Robert Thornton Architects, Inc.
 P.O. Box 1512 • Newport Beach
 California • 92659-1512
 (949) 650-9876 • Fx (949) 215-5927
 www.rtda-inc.net

PROJECT

Colusa Triple Crown
 Northeast Corner of the City of Colusa
 Colusa, CA

ISSUE DATES

No.	Date	Description

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STAMP

PROJECT No. **00-000**
 DATE **0-00-0000**
SHEET TITLE
PROPOSED
SITE
PLAN
A-1.0

1 SITE PLAN

Scale: 1"=80'-0"

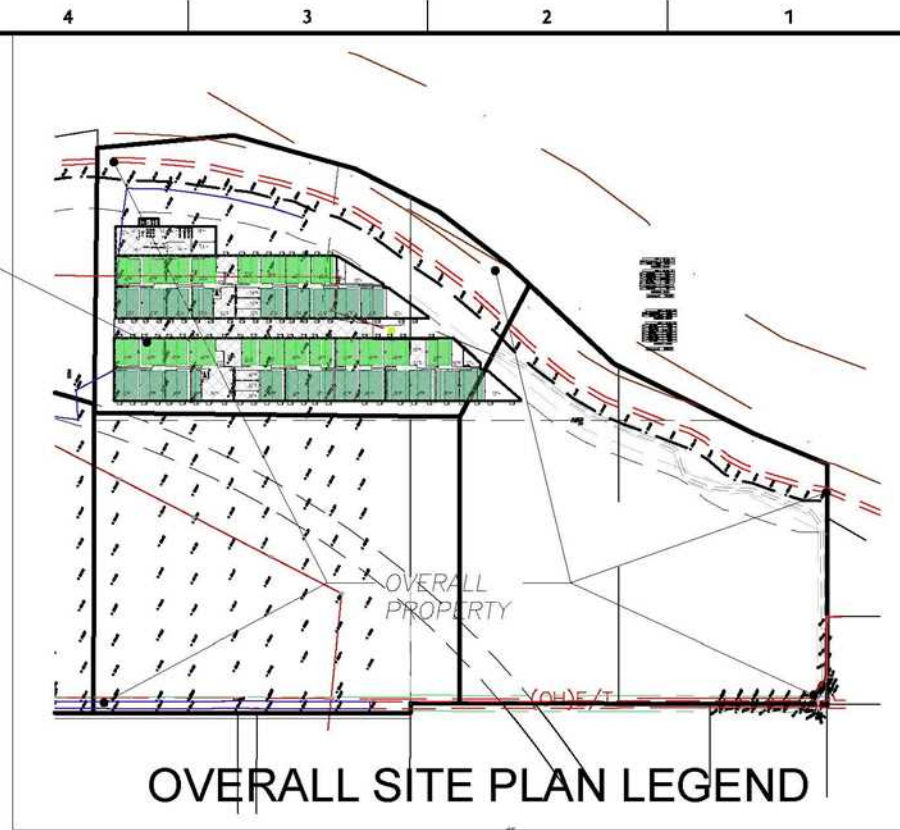
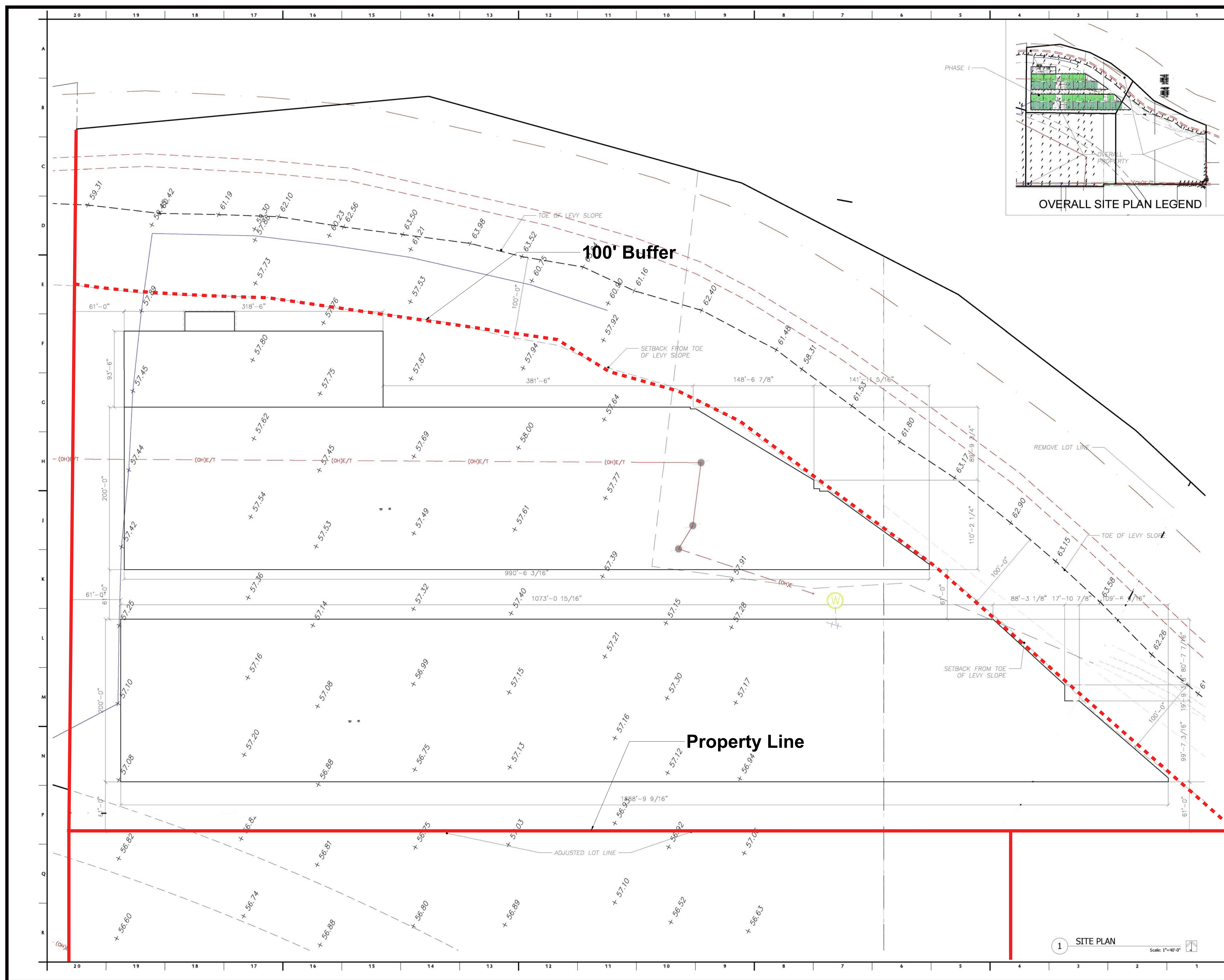
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Site Plan



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PROJECT
 Colusa Triple Crown
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 Colusa, CA

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No.	DATE	DESCRIPTION

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Perimeter Property Line and Setbacks

Development Standards and permitted uses

Land Use	Criteria	JAC Industries Phase One
Cultivation	P	X
Processing	P	X
Nursery	P	X
Manufacturing	P	x
Research	P	X
Development	P	X
Distribution and sales	P	X
Warehouse	P	X
Administration	P	X
Recycling area	P	X
Loading areas	P	X
Food service	P	x

Minimum Setbacks from the perimeter property lines

Cultivation	55'	X
Processing	55'	X
Nursery	55'	X
Manufacturing	40'	X
Research	40'	X
Development	40'	X
Distribution and sales	40'	X
Warehouse	40'	X
Administration	40'	X
Recycling area	55'	X
Loading areas	40'	X
Food service	40'	X

No structures are allowed within 100' of the levy toe
See Exhibit Map

Maximum Height

Cultivation	30'	X
Processing	30'	X
Nursery	30'	X
Manufacturing	45'	X
Research	45'	X
Development	45'	X
Distribution and sales	45'	X
Warehouse	45'	X
Administration	45'	X
Recycling area	30'	x
Loading areas	30'	X
Food service	45'	X

Site Coverage Maximum

	JAC Industries Phase One	
Cultivation	22.00%	7.64%
Processing	5.00%	0.16%
Nursery	10.00%	0.82%
Manufacturing	12.00%	0.07%
Research	12.00%	0.12%
Development	12.00%	0.02%
Distribution and sales	11.00%	0.08%
Warehouse	11.00%	0.16%
Administration	3.00%	0.06%
Recycling area	10.00%	0.12%
Loading areas	10.00%	0.55%
Food service	2.00%	0.14%

Interior setbacks between buildings

Cultivation	25'	X
Processing	25'	X
Nursery	25'	X
Manufacturing	25'	X
Research	25'	X
Development	25'	X
Distribution and sales	25'	X
Warehouse	25'	X
Administration	25'	X
Recycling area	25'	X
Loading areas	25'	X
Food service	25'	X

Standards for roadways

Type	Roadway		Landscape		Sidewalk
	Lanes	ROW	Median		
D street/ County	2	54	no	no	X
Market Street on site	2	64'	no	no	X
Project Emergency access	2	26'	no	no	1
Project Service roads	2	24'	no	no	1

See Exhibit Map

Landscape Standards

Approved Street Trees and drought tolerant plants		
Perimeter Landscape	Yes	X
Detention Area	Yes	X
Interior Landscaping will be limited if any.	No	X

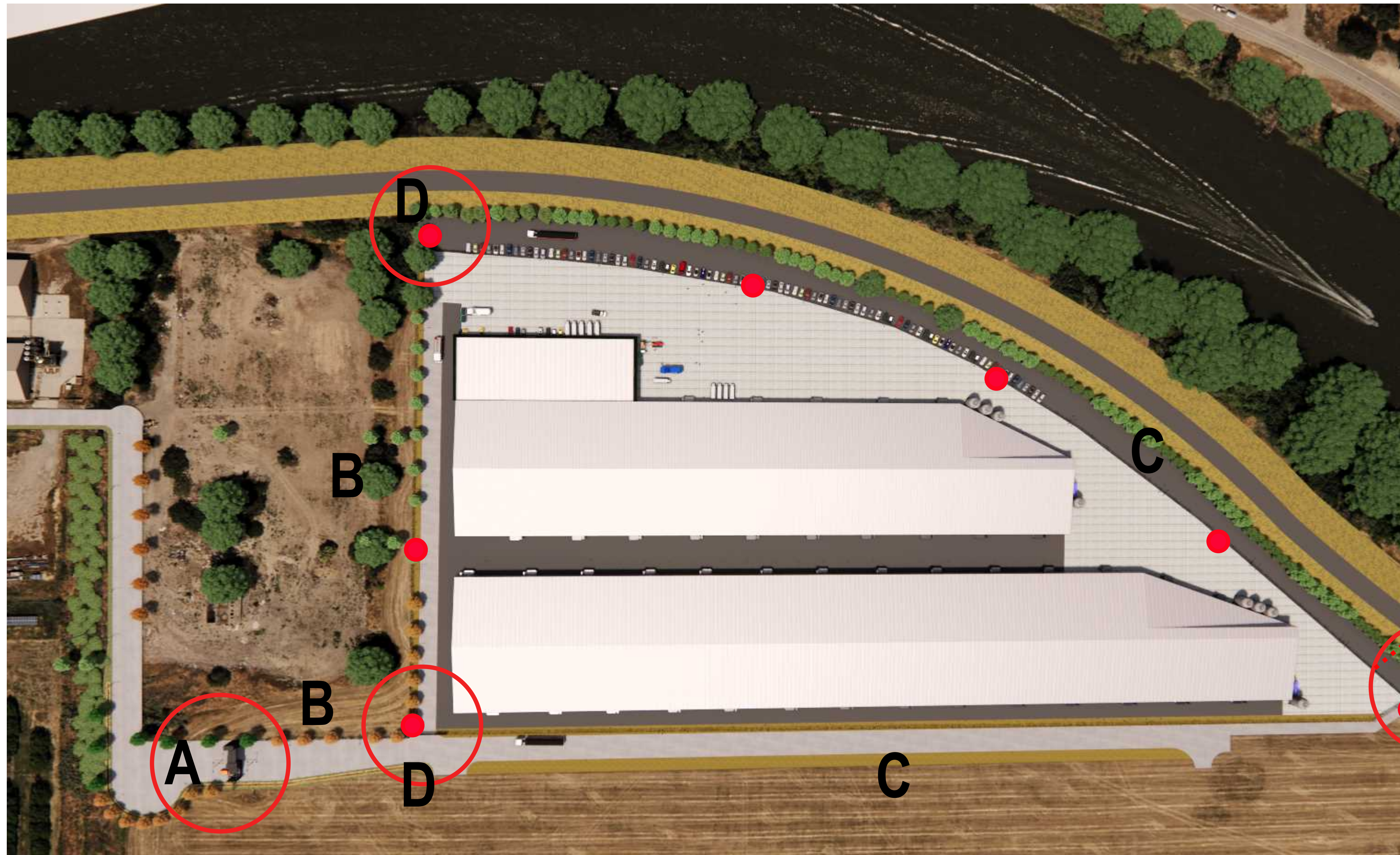
See Exhibit Map

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Typical Camera on on Light Posts



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Fencing and gate system



Main Gate A



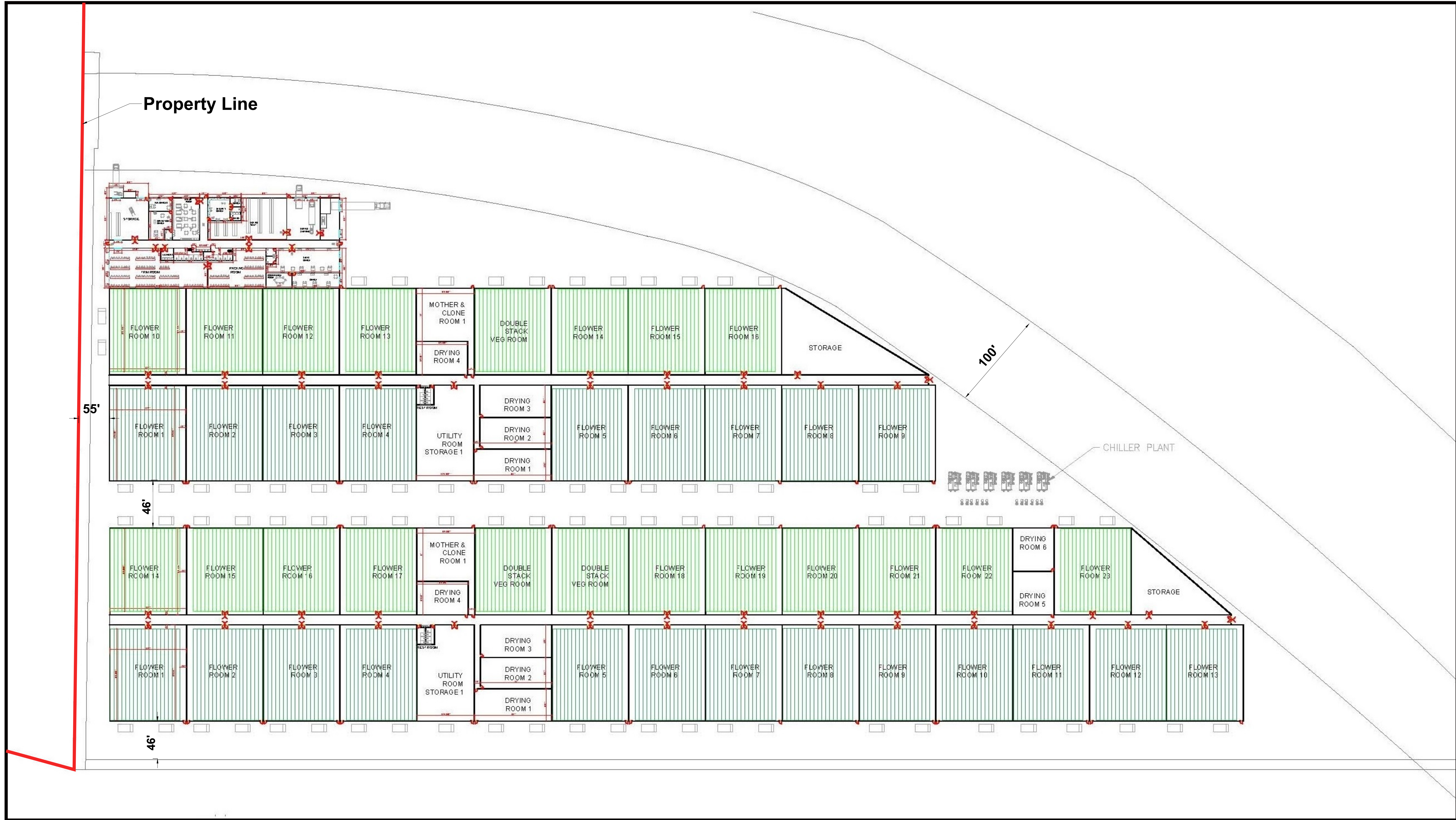
Perimeter Fence Type B



Perimeter Fence Type C



Exit Gates Type D



**Pomona Rio Property LLC
Colusa Farms**

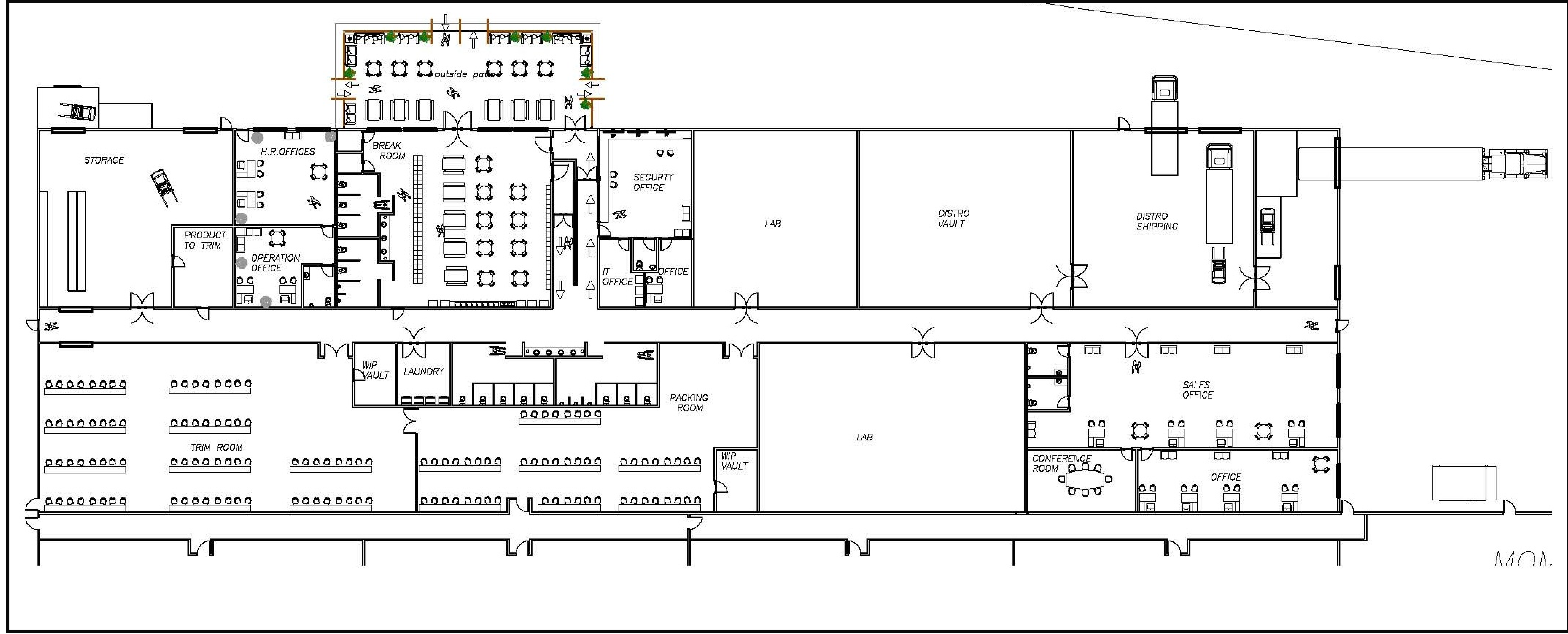
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Phase One build out



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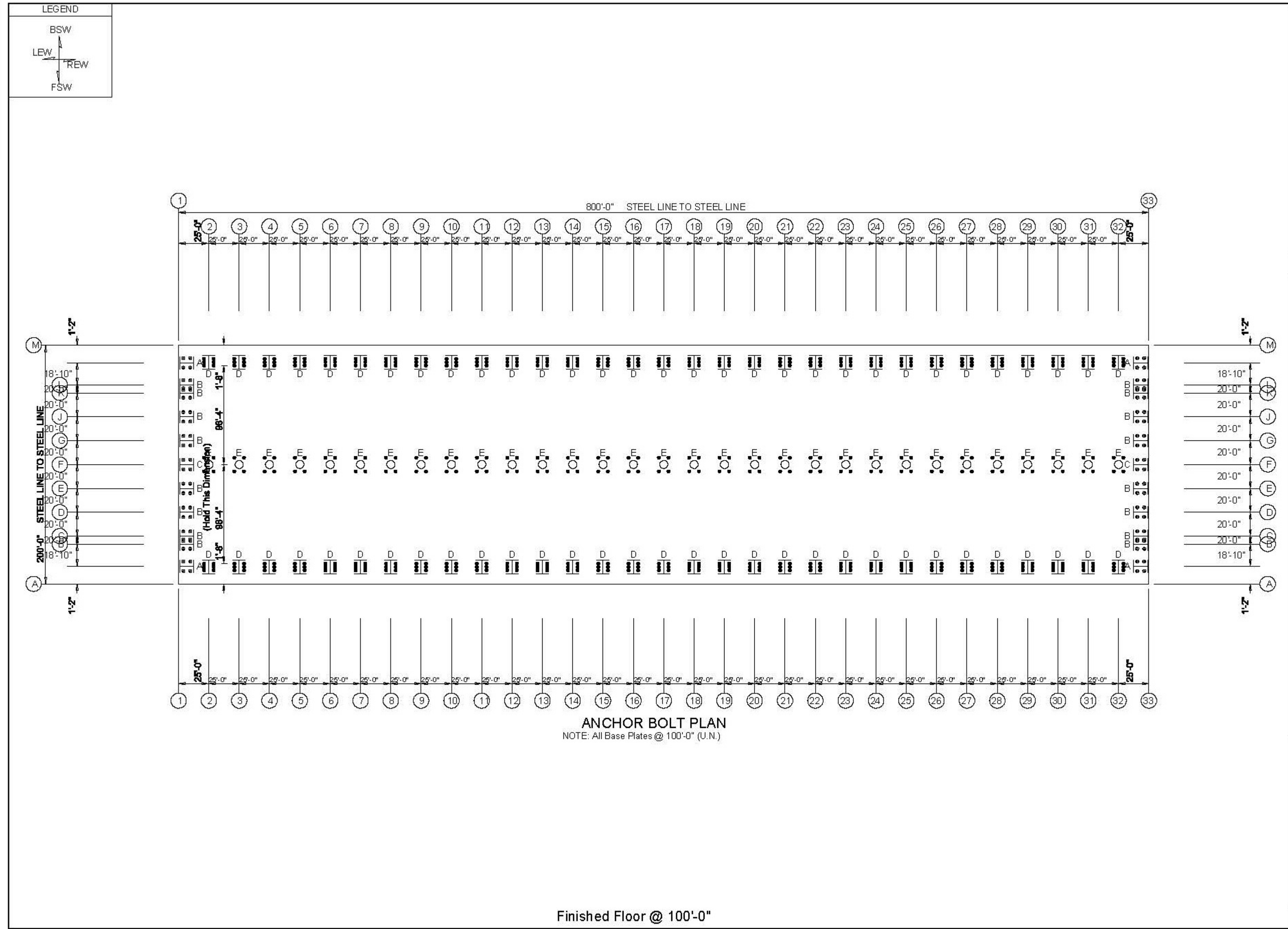
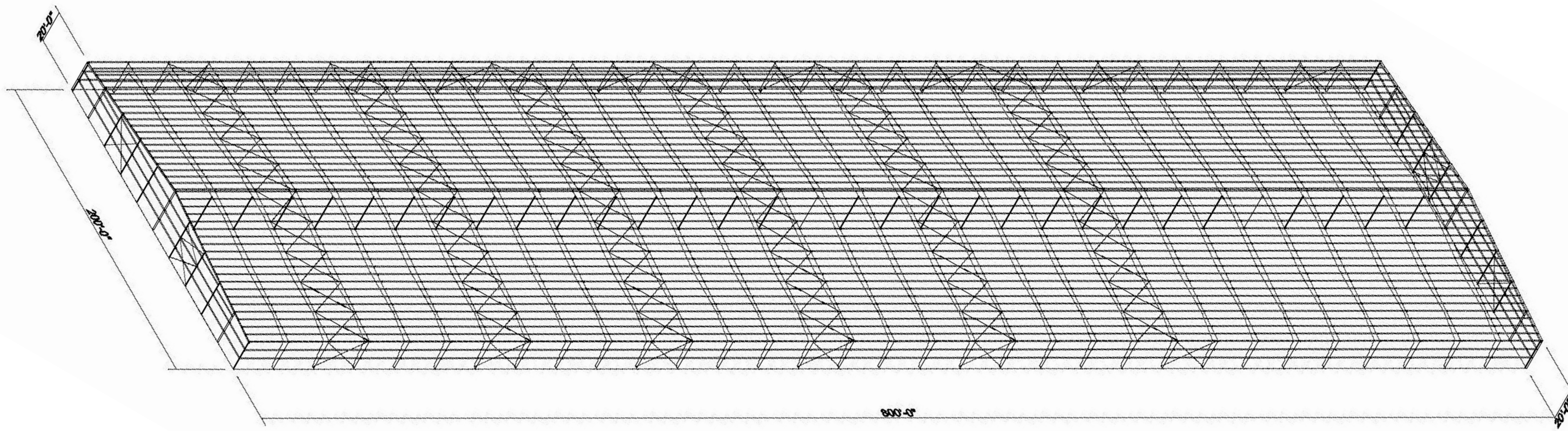
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**Administration, Warehouse
 Processing etc.**



LEGEND

BSW
LEW
REW
FSW

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REV.	DESCRIPTION												
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<p>DRAWING STATUS</p> <p>FOR APPROVAL: <input type="checkbox"/> THESE DRAWINGS BEING FOR APPROVAL ARE BY DEFINITION NOT FOR CONSTRUCTION. ANY CHANGES TO THESE DRAWINGS FOR THE PURPOSE OF CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CLIENT. ONLY DRAWINGS ISSUED FOR CONSTRUCTION CAN BE CONSIDERED AS COMPLETE.</p> <p>FOR CONSTRUCTION: <input type="checkbox"/> THESE DRAWINGS BEING FOR PERMIT ARE BY DEFINITION NOT FINAL. ONLY DRAWINGS ISSUED FOR CONSTRUCTION CAN BE CONSIDERED AS COMPLETE.</p> <p>FOR CONSTRUCTION: <input type="checkbox"/> FINAL DRAWINGS.</p>													
<p>200'-0" x 800'-0" x 20'-0" REVISION: 0</p> <p>DATE: 7/14/21 DWN: APPD:</p>													
<p>PAGE OF</p>													

Finished Floor @ 100'-0"

VARCO PRUDEN

Building Solutions. Together.™

FRAMING SOLUTIONS

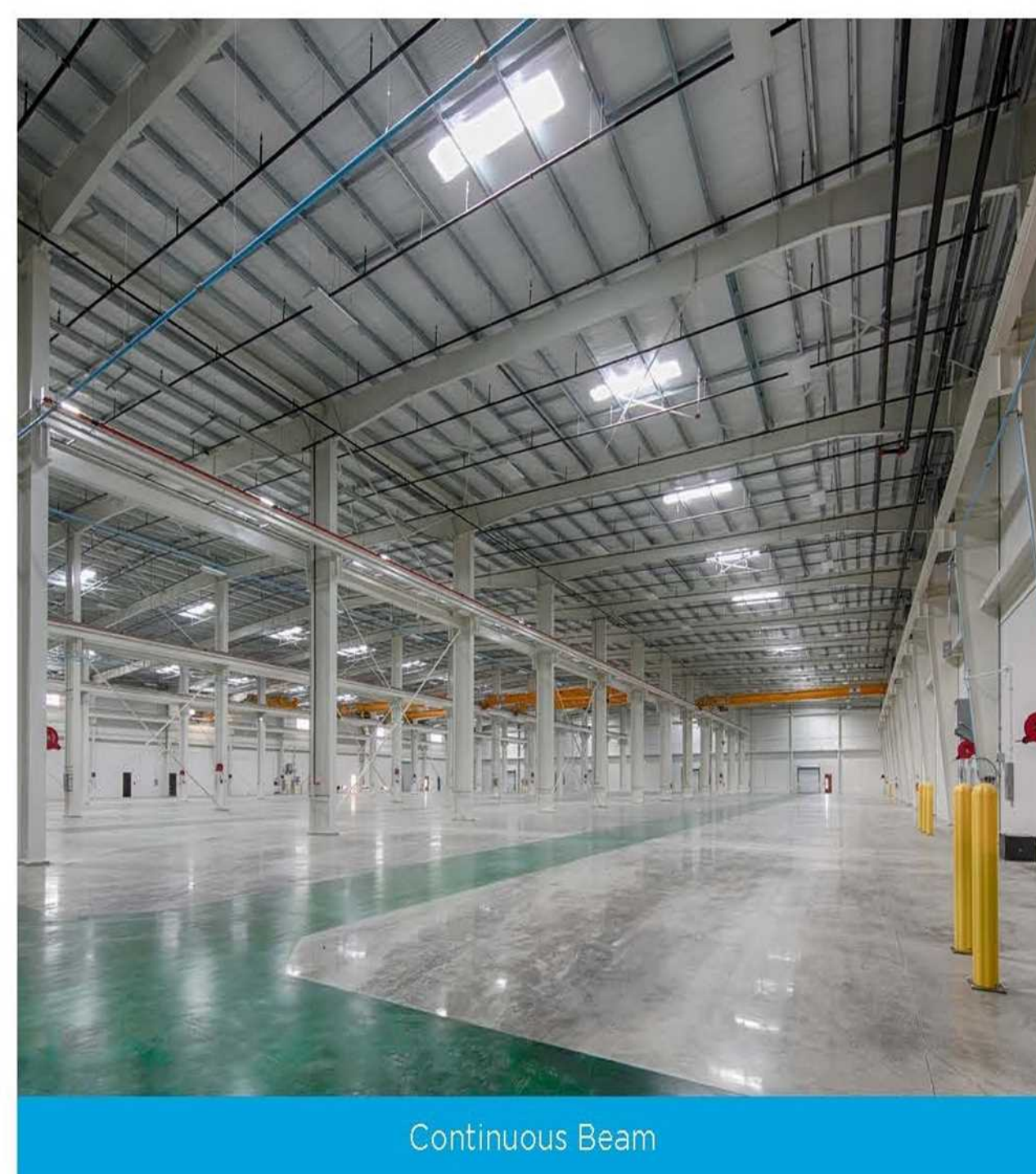
PRIMARY FRAMING SOLUTIONS

VP frames are custom-designed for your project. All frames can be specified to support load and code requirements as well as for use with non-load-bearing conventional walls.

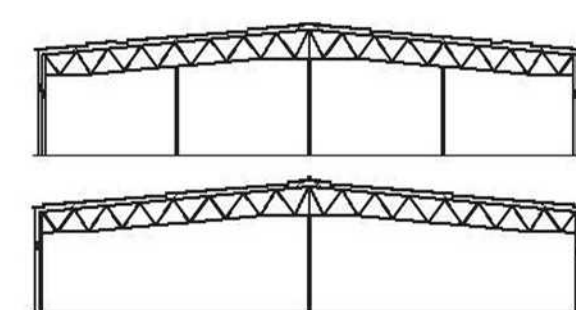
Features

Primary framing solutions come in multiple configurations to meet stringent requirements.

- **Continuous Truss:** Open web design offering construction



Continuous Beam



Continuous Truss

Benefits

- **Continuous Truss:** HVAC ducts, wiring, sprinkler systems, and lighting can be incorporated through the trusses to maximize clearance beneath the rafter.

Continuous Truss

- Frames can be designed for center ridge, off-center or single slope.
- Roof pitch can be as low as 1/4:12.
- With Continuous Truss frames, virtually any width or eave height and interior clearance can be achieved.

IMPRESSACLAD™ WALL PANEL

Embossed surface helps with local code restrictions.

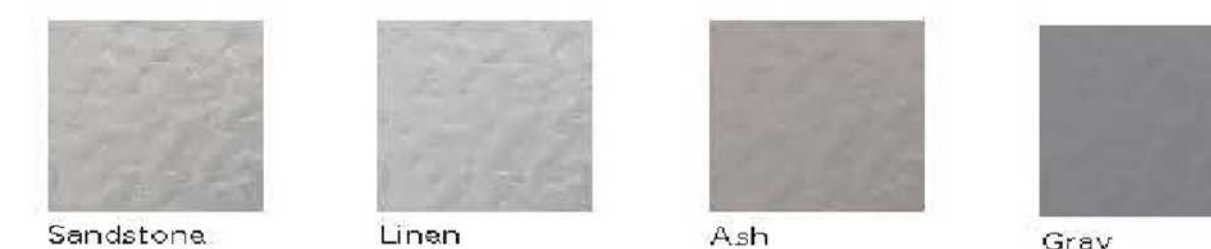
Features

- 16" wide coverage; lengths up to 32'
- Heavy 20 gauge embossed steel panel
- Concealed fastener system
- 30 year warranty
- Tongue and groove fit



Each ImpressaClad panel is manufactured from sturdy 20-gauge galvanized steel. Panel width installed is 16". Both top and bottom of every panel has a 5/8" fold back. Stacking trim allows panels to rest end-to-end for installation up a vertical wall, allowing for taller elevation applications. Panel lengths range from 14" to 32'. ImpressaClad panels are backed by a 30-year warranty.

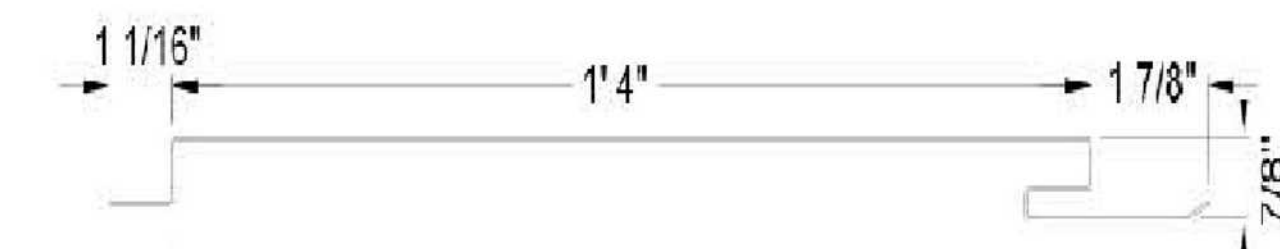
The panels are available in 4 standard Kynar colors (custom colors available). Kynar paint finishes are respected for their durability, resistance and color retention. The swatches shown below are an approximation of actual paint colors. Variations may occur between sample materials and finished product. For actual paint color, ask for a painted metal chip.



Benefits

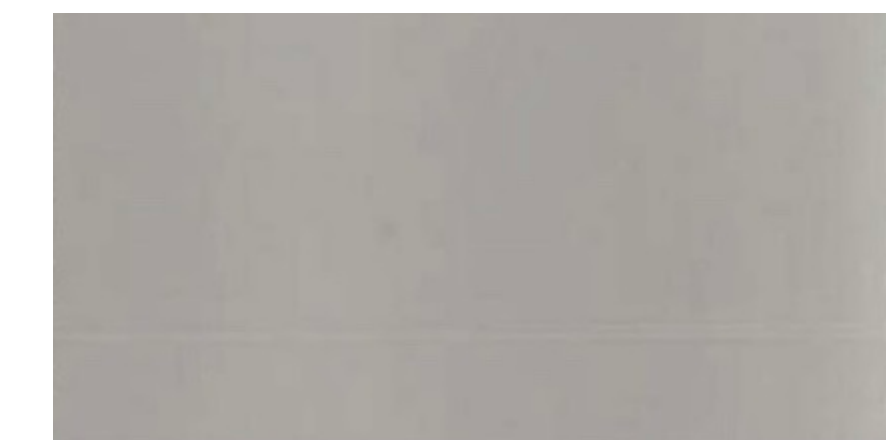
- Interlocking panel and concealed fasteners provide secure installation
- Embossed surface provides attractive architectural appearance
- Lightweight and stackable, ideal for applications up to six stories
- Works great as a soffit panel
- Can be installed over hat channels to achieve thicker insulation and higher R-values

ImpressaClad Panel Profile



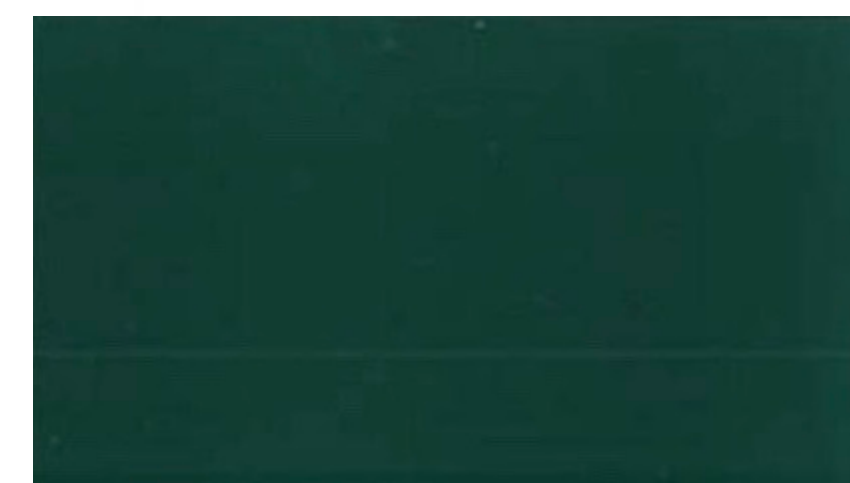
VARCO PRUDEN

Siding Color Ash Gray

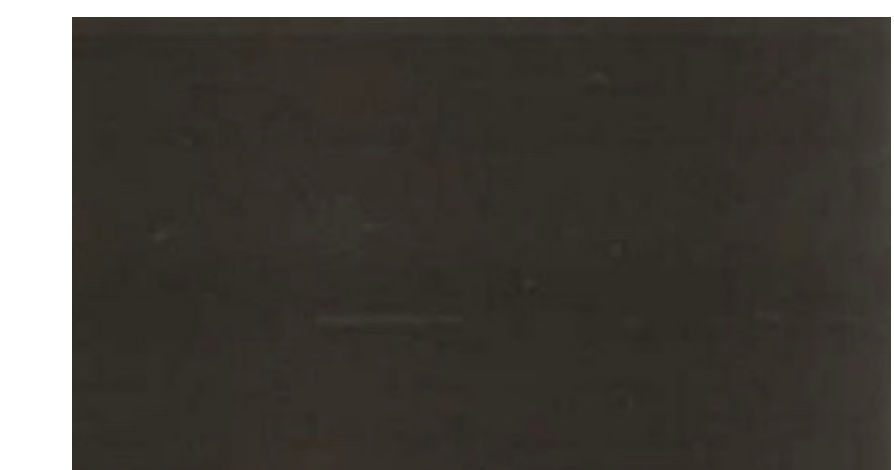


Accent Colors

Evergreen



Burnished Slate



MO devco LLC
706 Foxglove Cir.
Winters, CA 95694

CLIENT
Pomona Rio Property, LLC
PO Box 1267
Sunset Beach, CA 95694

PROJECT NAME
Colusa Farms
PROJECT NO.
001-2023

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Product Information
Framing and Siding

SSR™ STANDING SEAM ROOF

Features

- Roof slopes as low as ¼":12"
- Panels offer 24" coverage with 3" high trapezoidal ribs
- Available in 24 ga. standard thickness; 22 ga. optional
- Available in acrylic coated Galvalume® coated sheet steel or KXL cool colors
- Exclusive ridge cap and clip design allow for thermal movement
- 360° seam creates weathertight seal
- Panels meet UL 90 and FM Class 1 ratings, ESR-2527 and Florida approvals



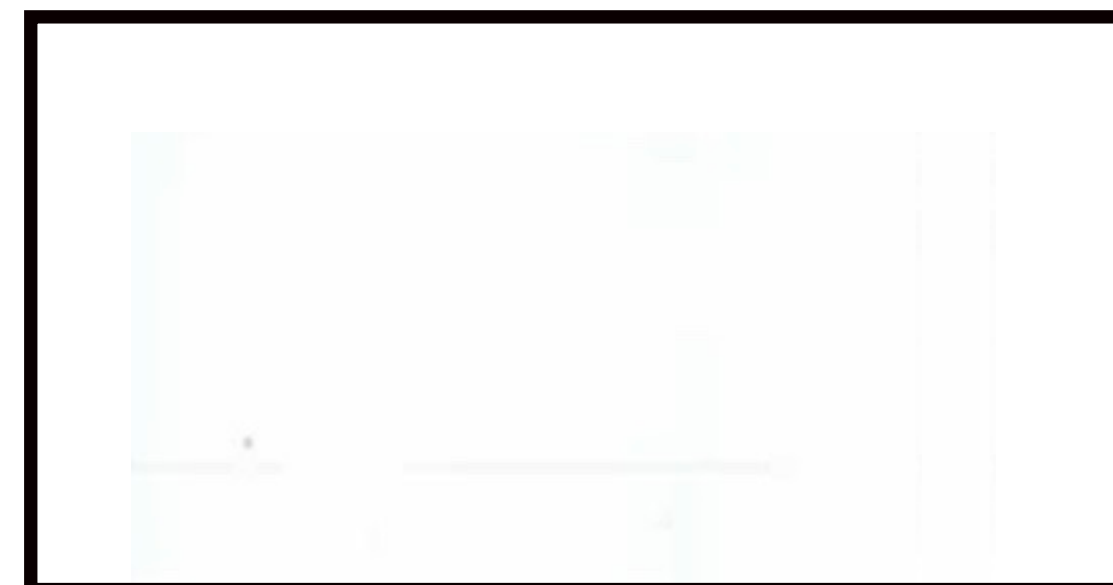
Benefits

- Economical roof system
- Unique ridge and clip design delivers long-term weathertightness
- The panels are mechanically seamed to a full 360° interlock to form an effective single membrane
- Designed for reliable performance backed by a 25-year finish warranty
- Available in cool colors for improved energy efficiency



VARCO PRUDEN™

Roof Color Arctic White

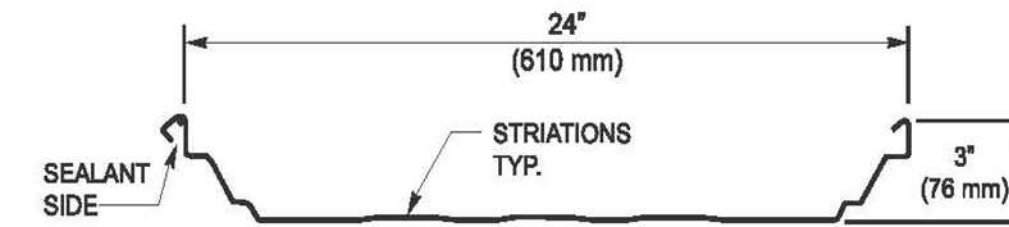


LONG-TERM, LOW MAINTENANCE, WEATHERTIGHT PERFORMANCE

VP's SSR™ Standing Seam Roof offers economical construction and superior performance backed by an available 20-year weathertightness warranty.

Made from sturdy Galvalume® coated sheet steel, SSR panels come standard in 24-gauge, with 22-gauge optional. Finish options include acrylic coated Galvalume® or KXL paint. See VP's Standard Wall & Roof Colors (#6021) for KXL selections. Standard roof pitches range from ¼":12" up to 4":12" or greater to achieve the desired roof slope.

SSR ROOF PROFILE



VP's Standard and Heavy Roof Clips are available in four heights: 3½", 4", 4½", and 5" tall.



VARCO PRUDEN BUILDINGS | 3200 Players Club Circle
Memphis, TN 38125 | 901-748-8000 | www.varcopruden.com



SSR panels are factory-formed and field-machine seamed in place yielding a single unit membrane. The patented SSR ridge system is efficiently installed requiring only one weather-sealed joint. The special clips used to attach SSR panels to structural members are designed to allow panel movement up to 1-5/8" in either direction to compensate for thermal effects. VP's concealed clips minimize the need for through-the-roof fasteners.

Varco Pruden Buildings meets the highest standards and certifications in the industry, including ESR-2527 & Florida approvals. UL Class 90 rating for wind uplift and FM Class 1-60, 1-90 and 1-105 ratings are available for most applications.

SSR panels can accommodate up to 9" of faced fiberglass blanket insulation for high levels of energy efficiency. For greater thermal performance, VP's ThermoLift™ system allows up to 15" of combined thermal block and insulation. Panels are available in lengths up to 60 feet, which minimizes requirements for end laps. SSR's innovative ridge system and unique panel design provides a long-lasting, weather-resistant roof.

- Kynar 500® is a registered trademark of Arkema.
- Hylar 5000® is a registered trademark of Solvay Solexis.
- Galvalume® is a registered trademark of BIEC International, Inc.

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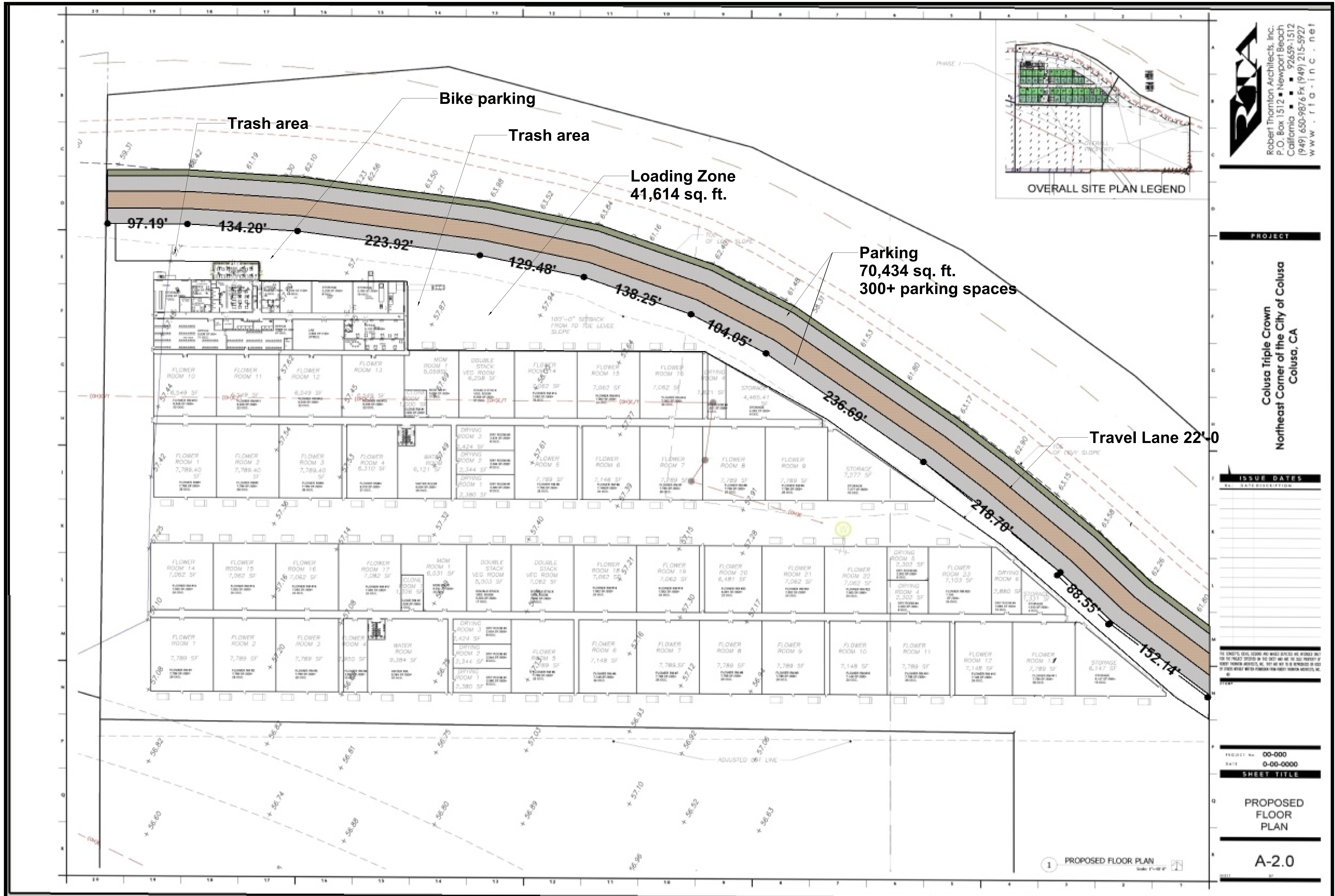
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Product Information
Roofing



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PROJECT

Colusa Triple Crown
Northeast Corner of the City of Colusa
Colusa, CA

ISSUE DATES

DATE	DESCRIPTION

PROJECT NO. 00-000
DATE 0-00-0000
SHEET TITLE
PROPOSED FLOOR PLAN
A-2.0

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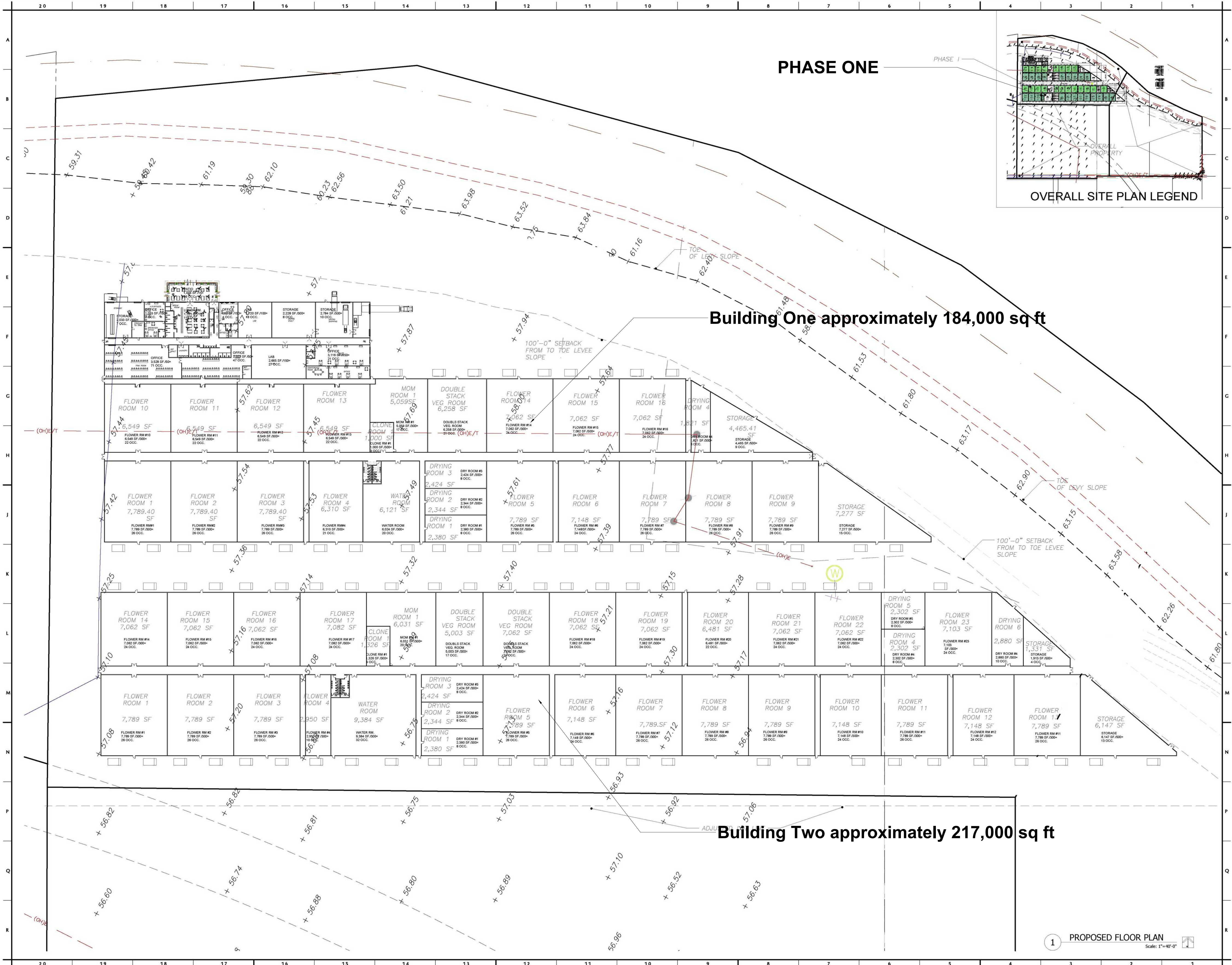
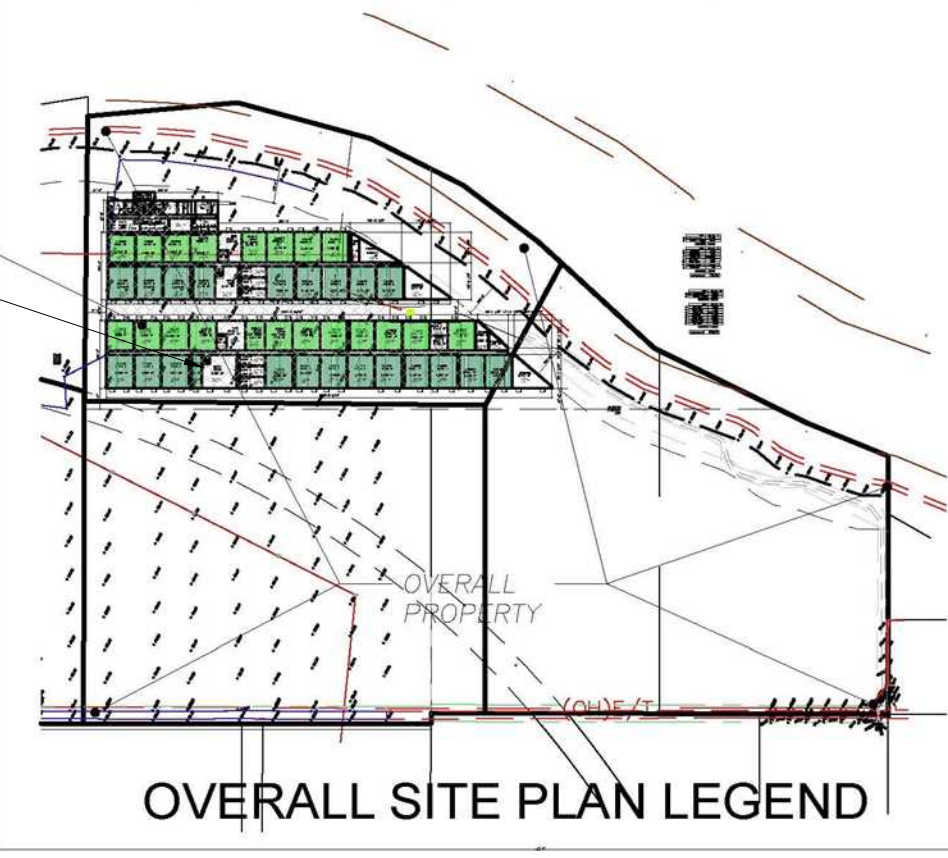
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PHASE ONE

Building One approximately 184,000 sq ft

Building Two approximately 217,000 sq ft

PROJECT

Colusa Triple Crown
Northeast Corner of the City of Colusa
Colusa, CA

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DATE 0-00-0000
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PROPOSED FLOOR PLAN
A-2.0

1 PROPOSED FLOOR PLAN
Scale: 1"=40'-0"

Proposed Building Plan



Greenhouse Light Deprivation: Pros

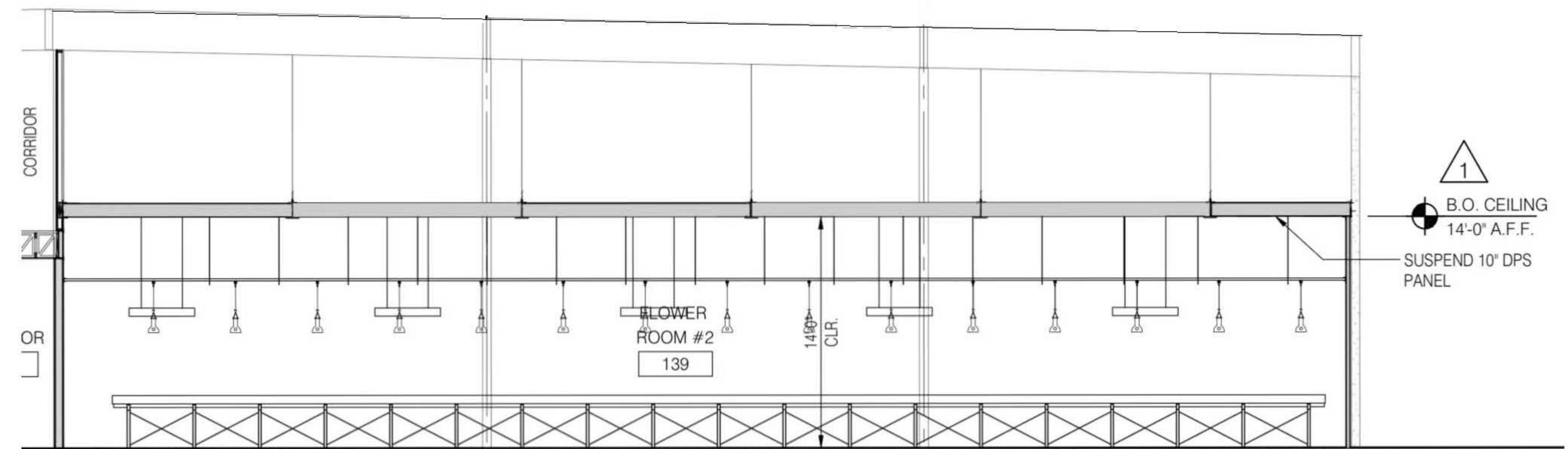
- Energy Efficient when Sun is Available
- Quality Product when Sun is Available

Greenhouse Light Deprivation: Cons

- Upfront Cost
- Power Availability
- Consistent Product
- Longevity In Cultivation Equipment
- Inefficient Climate and Environment Control.
- Inefficient Sent Control
- Inconsistency in Crops
- Inconsistent work Environment
- Inconsistent ROI, Taxes, etc...
- Water Consumption Inconsistent



Sealed Indoor Cultivation Room vs. Greenhouse Light Deprivation



Sealed Indoor Cultivation: Pros

- Fully Sealed Climate/Environment Control
- R-Value Efficiency in walls and ceiling for Balanced Environment over Time
- Greater control of Air-born and Carrier transmittal of Microns and Pests
- Sealed Walls and Ceilings Mitigates Environmental Sent Escape
- Superior Product Quality
- Energy Efficient upon Climate Set Point Achievement
- Consistency in crops = Consistency with ROI, Taxes, etc..
- Longevity in Cultivation Equipment
- Safer and Consistent work Environment
- Precision Watering for Efficiency

Sealed Indoor Cultivation: Cons

- Upfront Cost
- Material Availability
- Power Availability

Summarizing the comparison, Greenhouse light deprivation requires the same power for cultivation lights as well as HVAC tonnage do to the simple fact that when the sun is not out you must compensate. This is a Dollar for Dollar cost. The indoor sealed cultivation R rated panel system is cheaper than glazing as well as controllable. The glazing in a greenhouse requires automatic shades that blackout or retract depending on sunlight conditions. This is an enormous cost and inefficient when comes to light leaks or R value, not to mention the ability to control sent. Greenhouses are not sealed efficiently in or out, so if conditioned air can leak out that means pests and microns can get interior. All of this posses major problems for consistent quality product which is tested at the high level.

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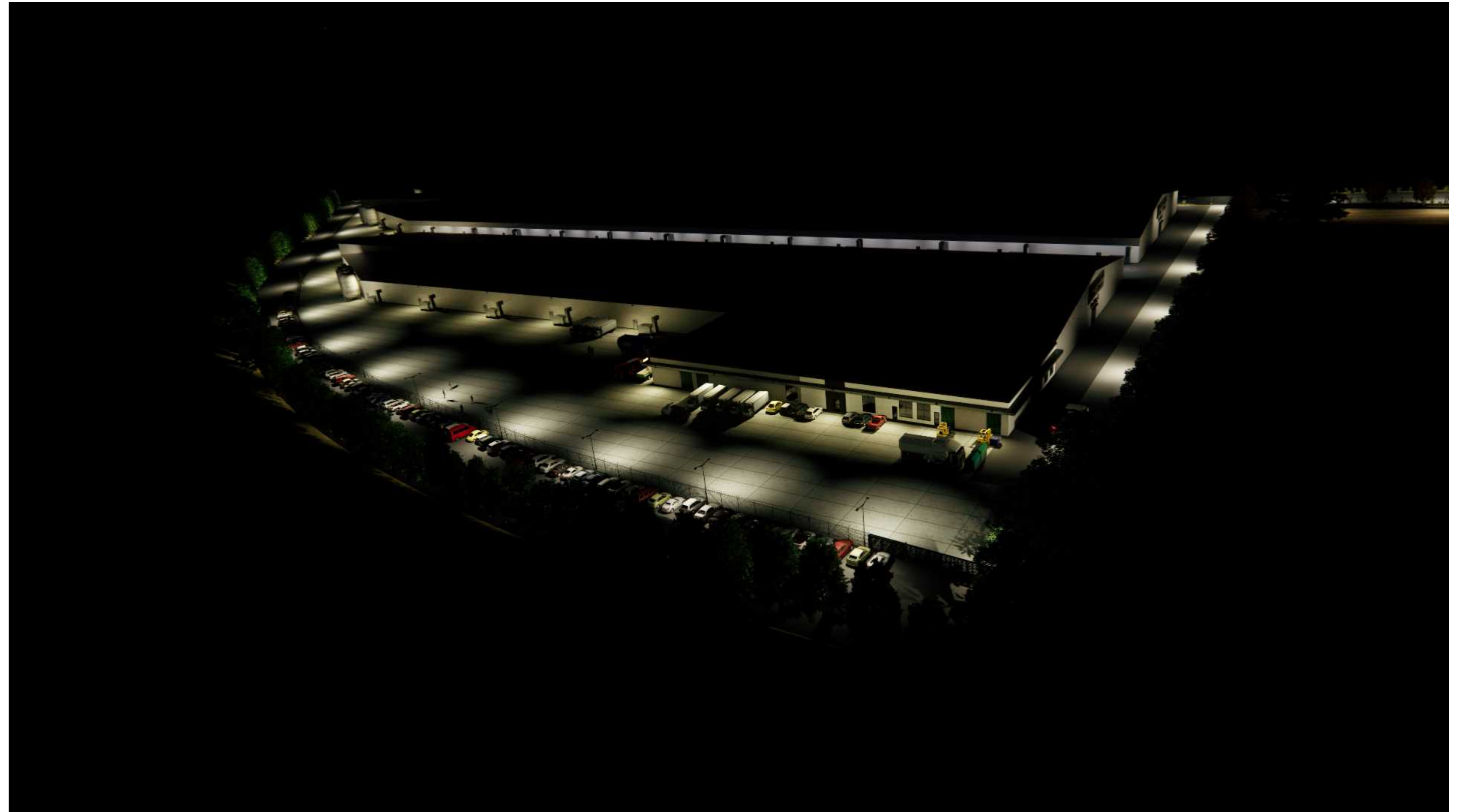
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Typical Cultivation Unit



South East View



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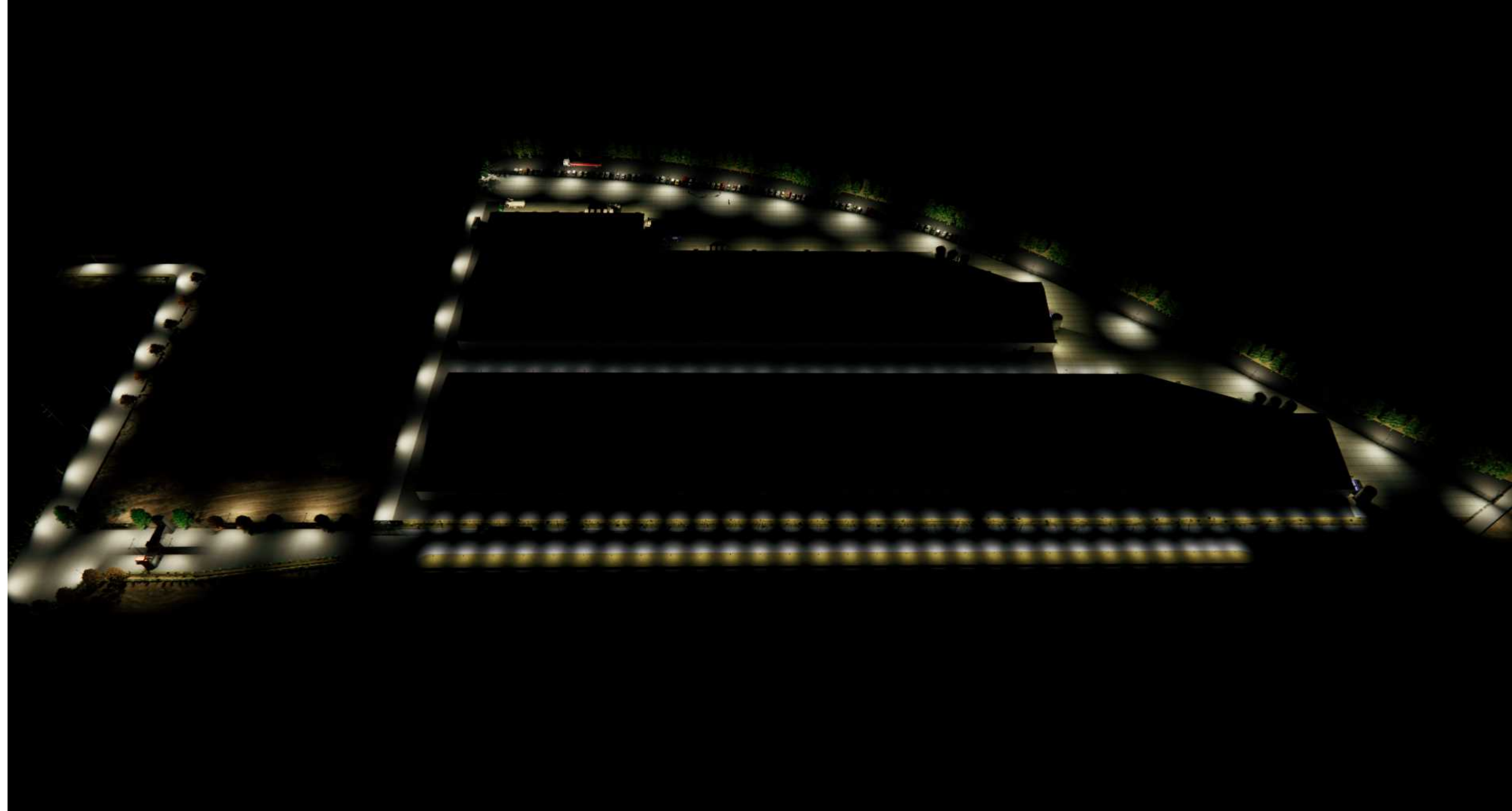
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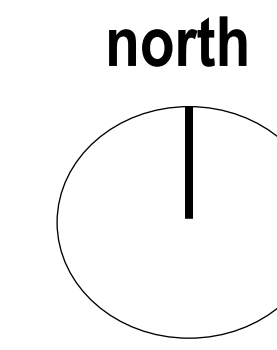
Light studies



North View



North View
10:00 PM



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Sunset Beach, CA 95694

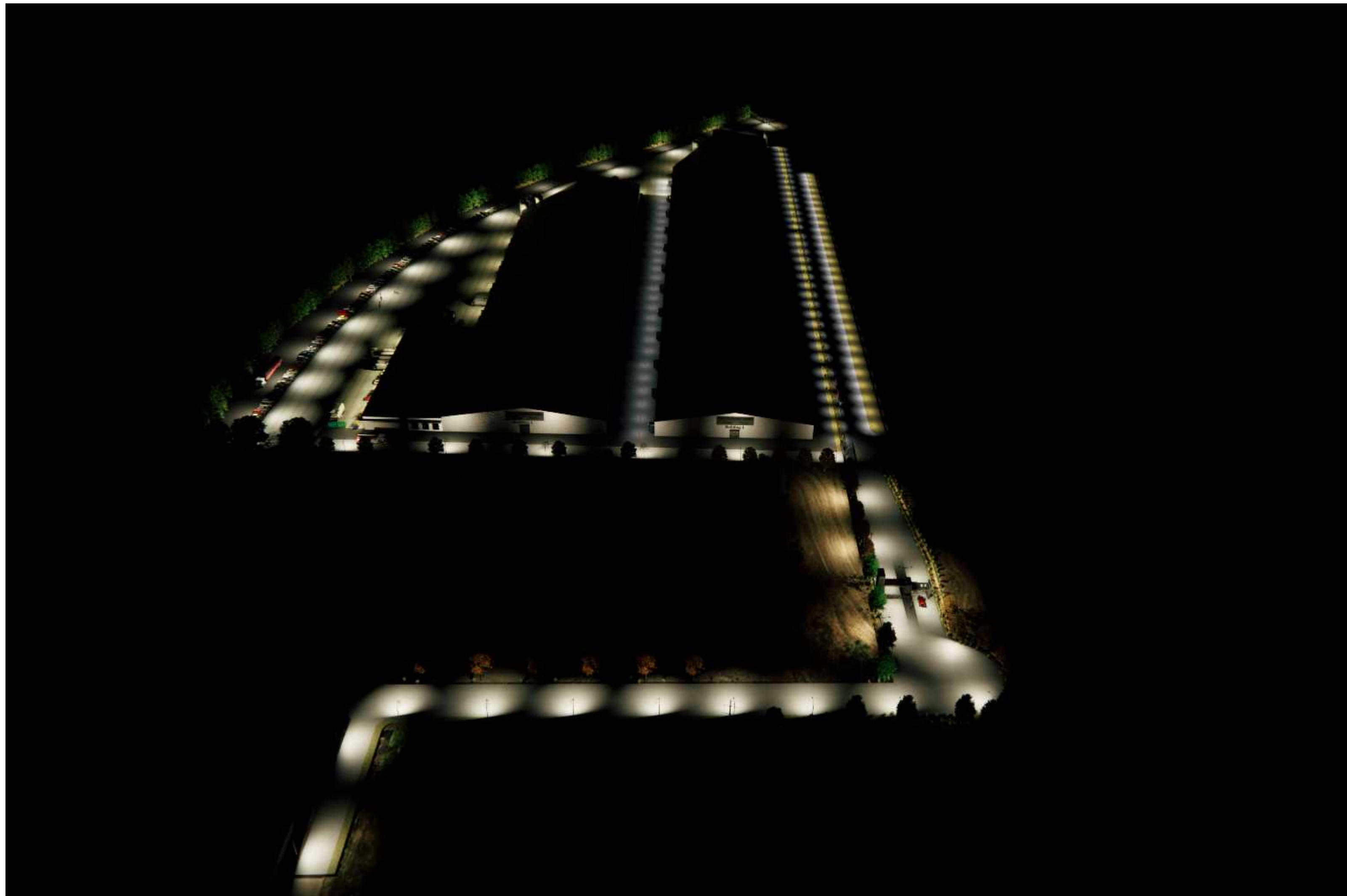
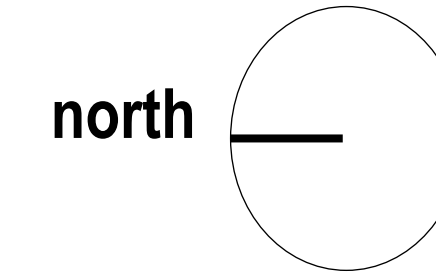
PROJECT NAME
Colusa Farms
PROJECT NO.
001-2023

ISSUE
10/16/2023
DRAWN BY
MSO

**Aerial Perspective
North View**



East View



East View
10:00 PM

MO devco LLC
706 Foxglove Cir.
Winters, CA 95694

CLIENT
Pomona Rio Property, LLC
PO Box 1267
Sunset Beach, CA 95694

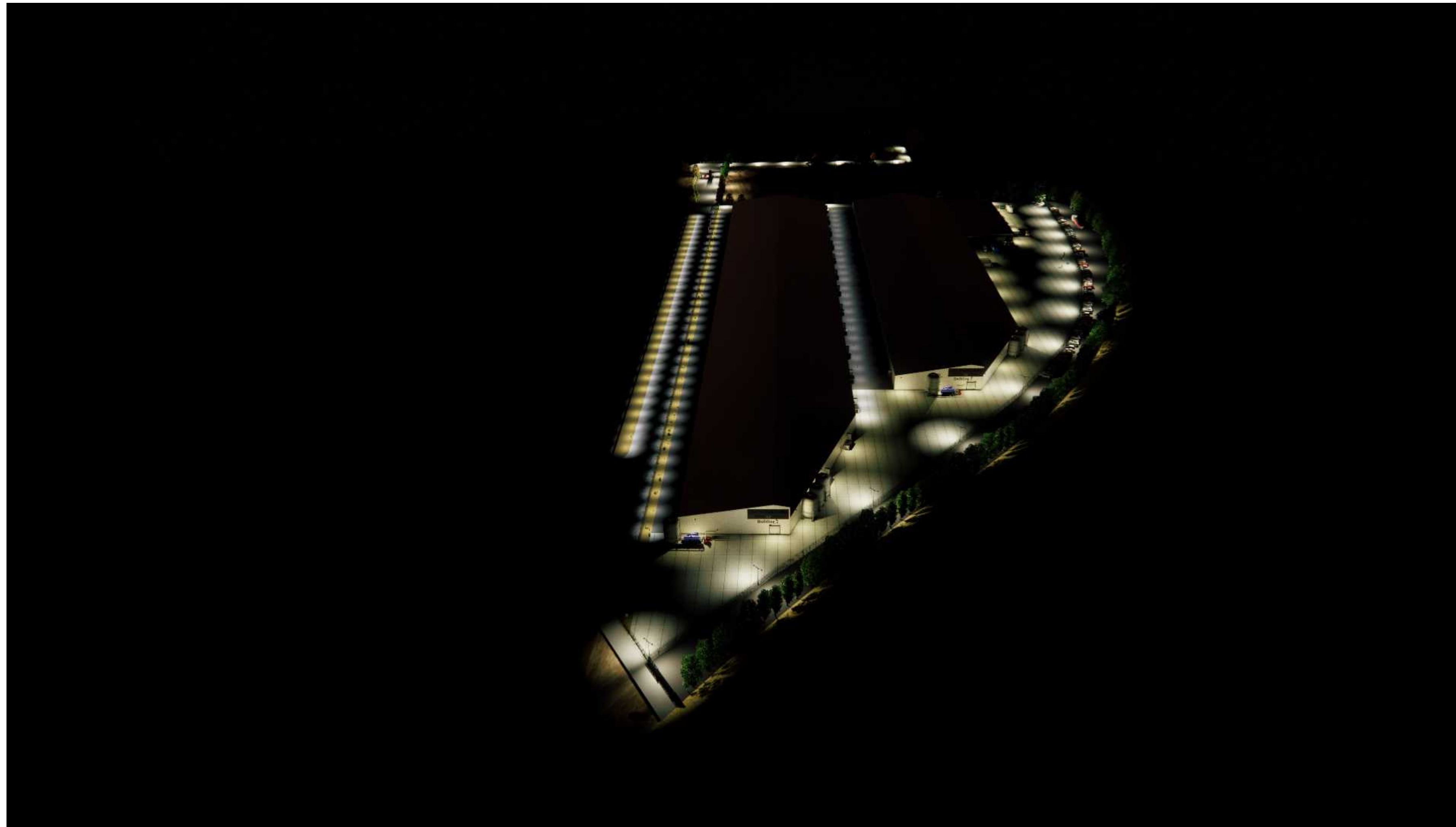
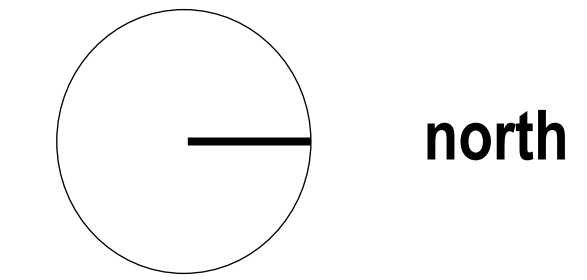
PROJECT NAME
Colusa Farms
PROJECT NO.
001-2023

ISSUE
10/16/2023
DRAWN BY
MSO

**Aerial Perspective
East View**



West View



West View
7:00 PM

MO devco LLC
706 Foxglove Cir.
Winters, CA 95694

CLIENT
Pomona Rio Property, LLC
PO Box 1267
Sunset Beach, CA 95694

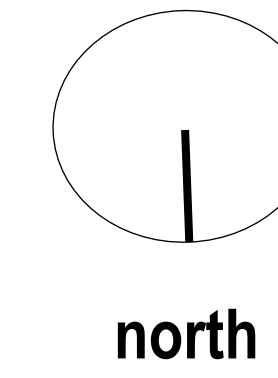
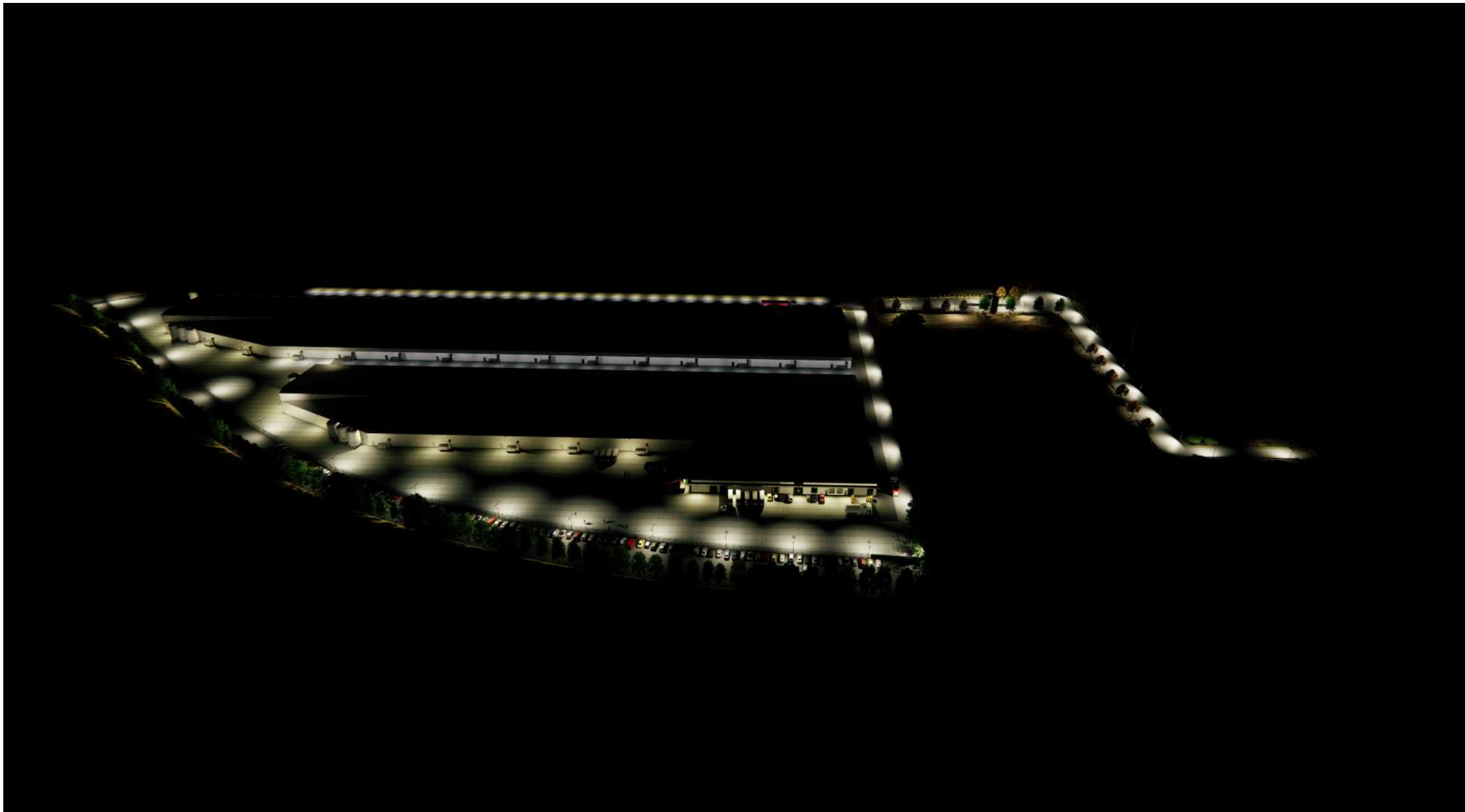
PROJECT NAME
Colusa Farms
PROJECT NO.
001-2023

ISSUE
10/16/2023
DRAWN BY
MSO

**Aerial Perspective
West View**



South View



South View 10:00 PM

MO devco LLC
 706 Foxglove Cir.
 Winters, CA 95694

CLIENT
 Pomona Rio Property, LLC
 PO Box 1267
 Sunset Beach, CA 95694

PROJECT NAME
 Colusa Farms

PROJECT NO.
 001-2023

ISSUE
 10/16/2023

DRAWN BY
 MSO

**Aerial Perspective
 South View**

ATTACHMENT A

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT 02-22 (C.U.P.)

General Conditions

1. Approval of this conditional use permit is limited to site designs, access, and development standards as established within the Triple Crown General Development Plan (GDP) and the City of Colusa Zoning Code.
2. The owner/developer shall secure land-use approvals via City Council approval of a development agreement, a Cannabis Business Special Use Permit, and a Cannabis Business Regulatory Permit prior to any site grading or construction.
3. Operational, odor control, site/building security, and signage plans shall be subject to Article 21.5 of the City Zoning Code and a Cannabis Business Special Use Permit.
4. The owner/developer shall comply with all Mitigation Monitoring and Reporting Program (MMRP) requirements as adopted within the 2019 Colusa Triple Crown Cannabis Business Park Project IS/MND.
5. The owner/developer shall submit a lighting plan in compliance with City Code Section 29.04 (c) (5) for review and approval by the Planning Department, prior to building permit issuance.
6. In the case this Conditional (Major) Use Permit has not been used within one (1) year after the date of granting thereof, unless vested under the rights granted by a development agreement between the applicant and the City, and without further action by the Planning Commission, the use permit granted shall be null and void.
7. Planning Commission approval of this Conditional Use Permit shall not be considered final or valid until the 10-day appeal period or, in the case when an appeal is filed, the appeal process is concluded in accordance with Section 33.01.D. of the Colusa Zoning Ordinance.

Architectural Conditions

1. Building permit plans shall illustrate doorway awnings, decorative window trim, and a wainscoting design (of contrasting materials and/or colors) along the north, east and west elevations of the administration building, subject to review and approval by the Planning Department.
2. All storage areas shall either be enclosed within buildings or screened with sufficient landscaping or other materials to minimize visual impacts to surrounding properties, subject to review and approval by the Planning Department.
3. All perimeter fencing shall be installed prior to any building occupancy, limited to a maximum of seven (7) feet above finished grade, and subject to review and approval by the Planning Department and/or Police Department.
4. Signage shall be considered and approved with the cannabis business special use permit.

Access / Parking Conditions

1. The owner/developer shall, prior to any Project site grading or construction, offer for dedication their fair share portion of property that is needed for future public rights-of-way and/or utility easements within the existing planned D Street and East Clay Street corridors. Such offer(s) for dedication and any corresponding plan(s) shall be subject to review by the City Engineer and Public Works Director.
2. The timing and future construction of D Street and East Clay Street frontage improvements and public utilities shall be determined by the City Engineer and Public Works Director, subject to a deferred improvement agreement.

3. The owner/developer shall pave all on site roadway, fire access, and primary parking areas with asphalt concrete or superior materials to minimize generation of dust pollutants, subject to review by the City Engineer.
4. The owner/developer shall submit plans for parking striping and handicap access, subject to review and approval by the Planning Department and Certified Access Specialist ("CASp") inspector.
5. Employee parking areas that are located within 100 feet of the Sacramento River Levee shall conform to the requirements of the Army Corps of Engineers and/or RD 108.
6. The owner/developer shall submit plans for the primary and emergency access gates, subject to review and approval by Planning Department.

Drainage / Grading Conditions

1. The owner/developer shall submit a comprehensive storm drainage plan for the ultimate development build out, any interim drainage plan serving the entire project area, or any portion of the project area associated with phasing of the development improvements, and such plan shall be prepared by a registered civil engineer and submitted to the City Engineer for approval. The drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at offsite downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the owner/developer shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures, and detention facilities. The Storm Drainage Plan shall be reviewed and approved by the City Engineer prior to any Project site grading or construction.
2. The owner/developer shall pay the cost associated with all improvements required by the Storm Drainage Plan and an appropriate reimbursement agreement shall be drafted to reimburse the owner/developer for oversized improvements on a pro rata basis per the project-level reimbursement agreement.
3. Drainage and stormwater basin system improvements shall be completed prior to any building occupancy.
4. Plans for the project storm water basin are within the jurisdiction of the Colusa County Airport Land Use Commission (ALUC). Such plans shall be reviewed by the ALUC for a determination of consistency with Colusa County Airport Land Use Compatibility Plan (ALUCP).

Landscaping Conditions

1. The owner/developer shall submit landscaping plans in compliance with State Municipal Water Efficiency Landscape Ordinance (MWELo) requirements, subject to review and approval by the Planning Department.
2. The owner/developer shall install tree landscaping to screen/obscure employee parking areas and buildings from public view along the Sacramento River levee, subject to review and approval by the Planning Department.

Sewer / Water System Conditions

1. The owner/developer shall connect to the City water consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City water system including connection and impact fees.
2. The owner/developer shall connect to the City sewer system consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City sewer system including connection and impact fees.

MO devco LLC
706 Foxglove Cir.
Winters, CA 95694

CLIENT
Pomona Rio Property, LLC
PO Box 1267
Sunset Beach, CA 95694

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ISSUE
10/16/2023
DRAWN BY
MSO

Colusa Riverbend Estates LLC

Seepage observations prepared by:
Woody and Kathy Yerxa
(530) 458 2550

Opposed

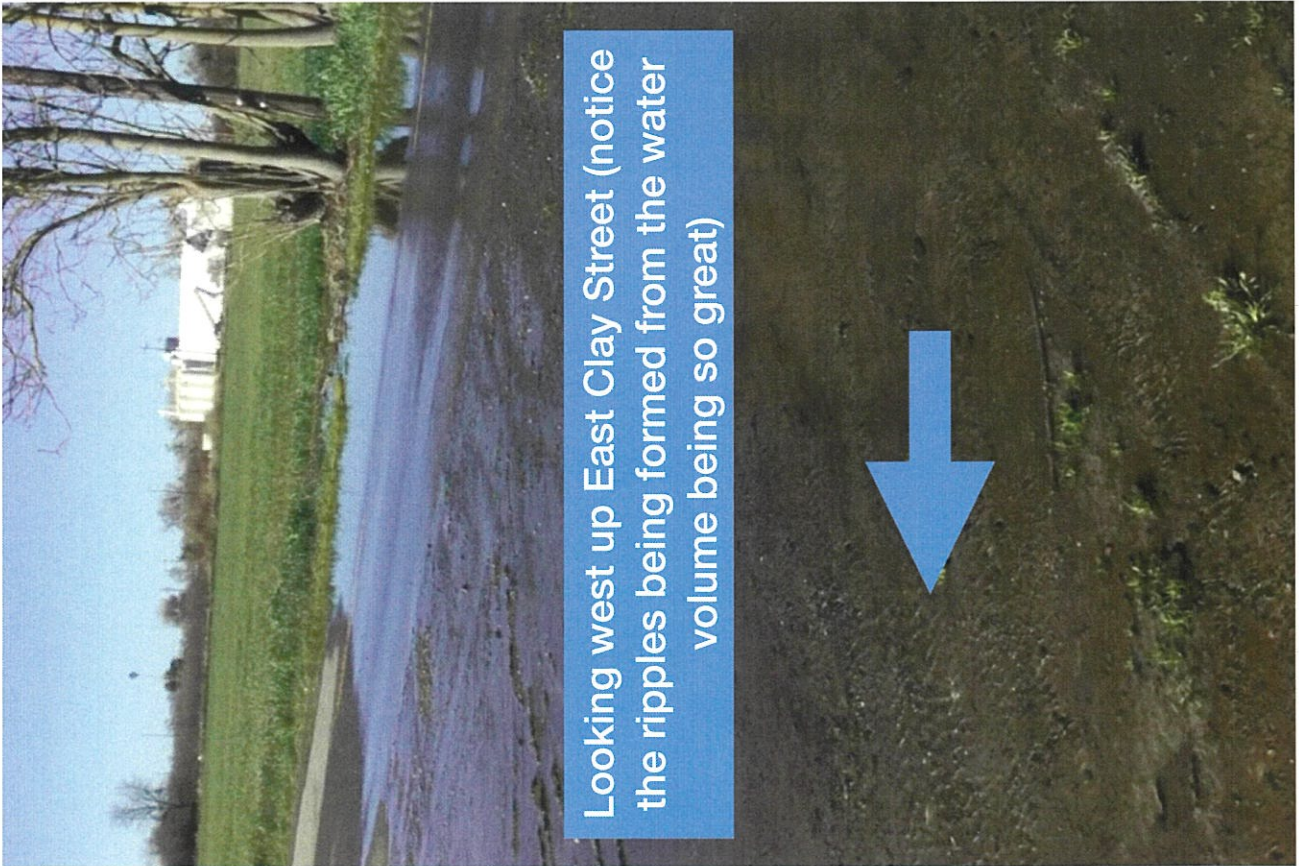
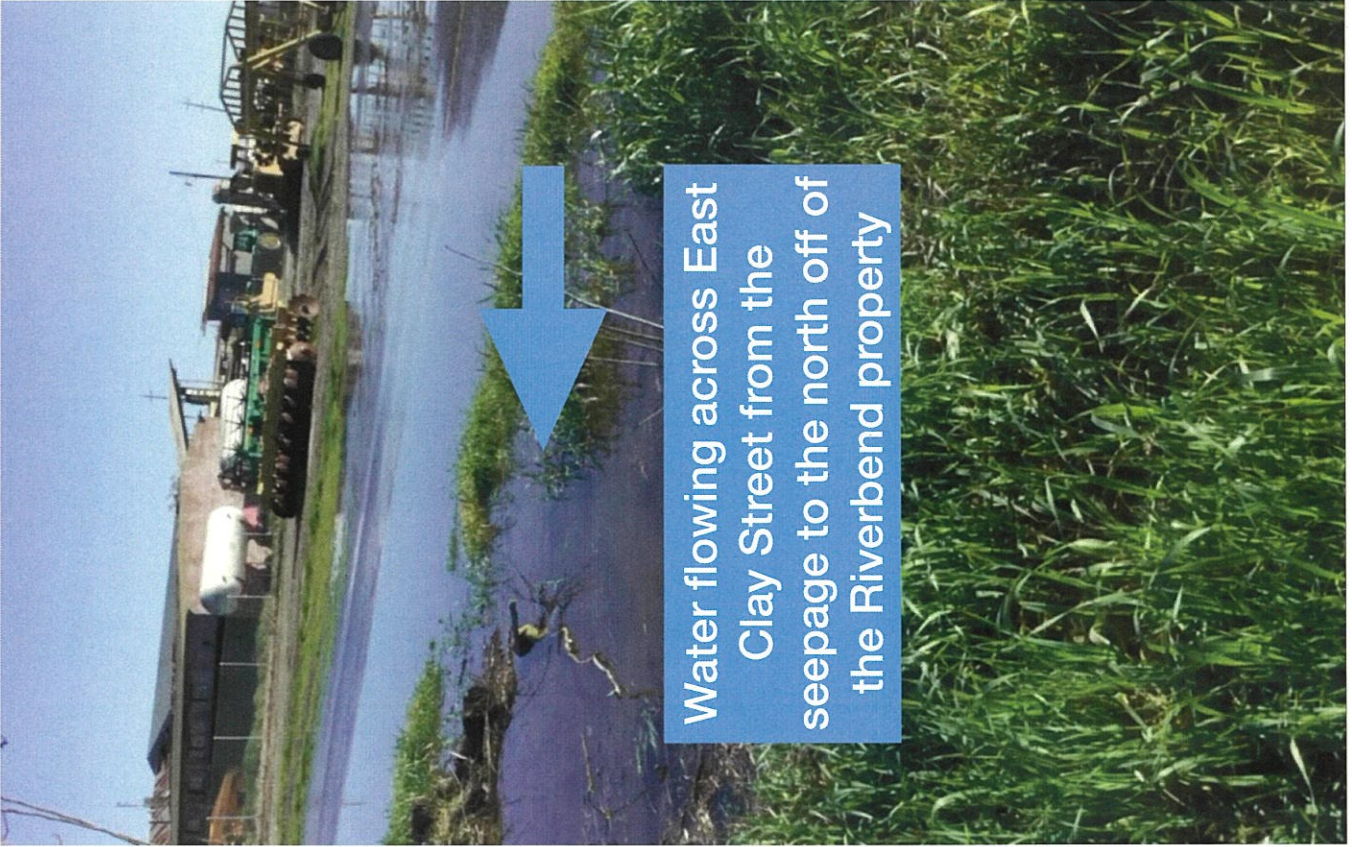
Colusa Triple Crown
Cannabis Research and
Development Business Park
Project
Mike Olivas (530) 400 6092
Project sponsor



East Clay Street Seepage



- The proposed project is located south of the Sacramento River levee, east of D Street and north of East Clay Street.
- These photos were taken the week of February 28, 2017
- The entire property was filled with seepage water; so much that it was running across East Clay Street





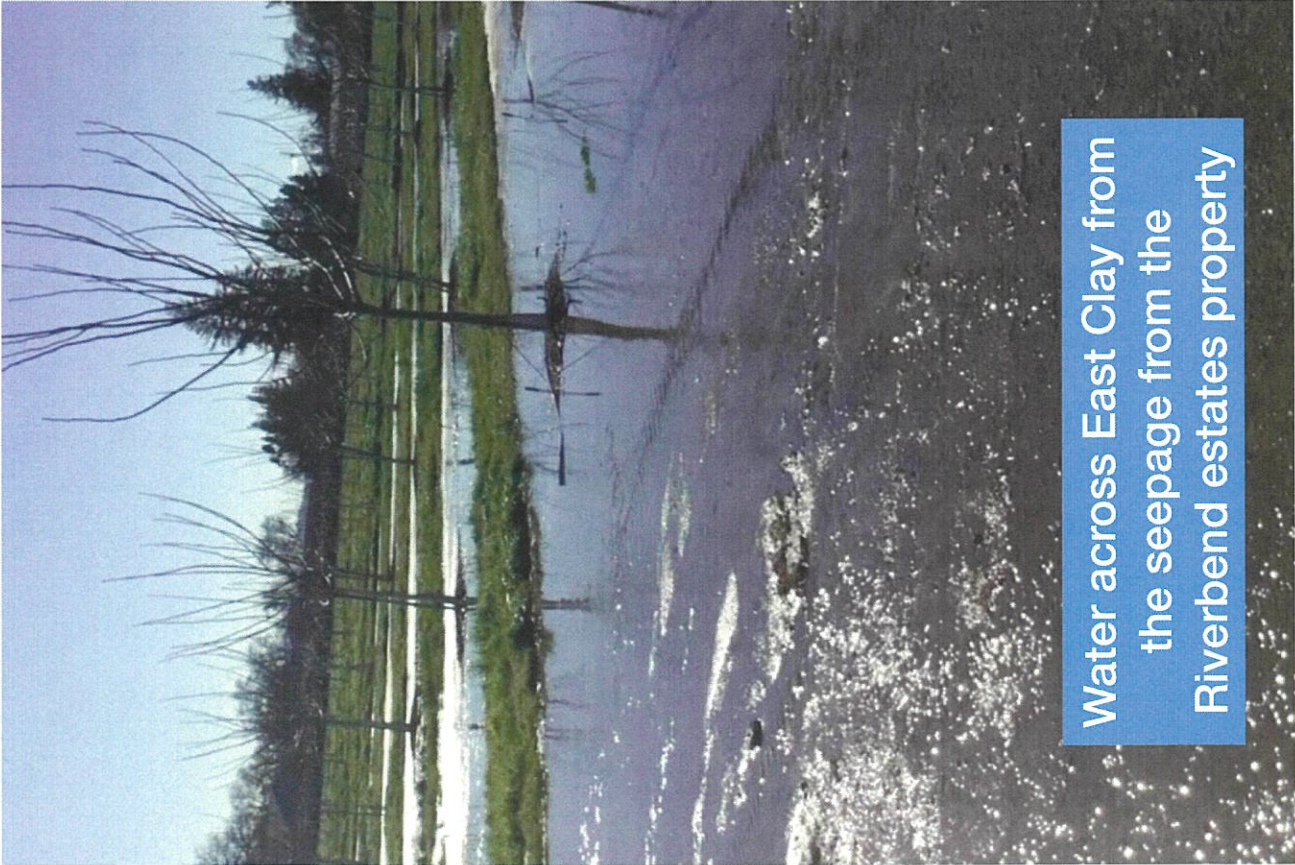
Water above her boots



14" deep



Making a measuring stick to show water depth



Conclusions

- All of these photos were taken more than a week after a rainfall event
- These seepage events are very common in this area during high river events of over 55' at the Colusa bridge
- Water always seeks its own level, no matter how big of a retention pond is constructed, property wide seepage will still be a problem



PARTNERSHIP TO PRESERVE COMMUNITY INTEGRITY

JANICE BELL, Spokesperson
229 E. OAK STREET, COLUSA, CA 95932
W- 458-0218, CELL 821-9561
janicecesa@gmail.com

City of Colusa
425 Webster Street
Colusa, CA 95932

April 12, 2022

Good day:

Attached please find some facts regarding the negative impacts of the Triple Crown Cannabis Park proposed for E. Clay Street that have caused concerns of tax payers, community supportive residents and small business owners within the sphere of influence of the project. These concerns have been presented to the City planning commission and council during previous iterations of development proposals from the current applicant.

While the attached is long, it doesn't cover everything that we have considered. You may be enlightened by having these issues revealed to you by many concerned partners in the city and county.

As the environmental reports and studies performed previously are being considered to be current, then all public comments that have come before the commission and council should also be considered to be current and evaluated relative to the most recent project development plan.

Sincerely,

Janice Bell

Reasonable and negative effects of the proposal for Triple Crown Cannabis Park (aka Triple Crown Growers and Triple Crown Estates- on file at this time and known as Riverbend Estates)

The Storms of February 2017 and 2019 validated the below described flooding and seepage concerns: there are flood-fight efforts on record with the Colusa County Office of Emergency Services. Seepage was being experienced- and increased-even after the river levels receded during the most recent declared flood emergency

Employment

During the construction phase, it is known that there may be some jobs for a few people in this area. The applicant stated building materials and supplies may not be purchased locally, and construction crew, security and other management positions will not be filled by area unemployed. This project will not produce much revenue, except for the building fees should the city impose them. Many fees to date have been waived as a condition of a settlement or due to threat of litigation by the applicant. We know when the facility is complete, there may be jobs as the developer advised at a previous planning meeting. However, the highly educated scientists and biologists they state they will hire aren't going to be found in our city, thus not relieving county unemployment rates

PG&E 60kv overhead lines and service poles, plus 12 kv lines

PG&E (Laird Oelrichs, Land Management Division) states that any development near or under these lines must address utilities in advance- not after plans are approved. They have great concerns and have an easement on file which is being ignored. The most recent version of this proposed development shows lines will be moved and new poles erected. PG&E is not on-board with this. Developer claims utilities will be addressed at a later phase, and the city is condoning it

Drainage & Seepage *(We are now aware that many hydrology issues cannot be discussed, but may be addressed during engineering)*

Elevations, poor drainage, high water levels exist. When building our homes in 2005, a neighbor and I were advised by Environmental Health that we were lucky that we didn't have to develop above-ground septic systems due to poor drainage and high water table. This proposed development is closer to the river than we are

There has already been a lawsuit in our neighborhood over negligence of drainage issues during construction of a home

Colusa County Public Works has submitted objections and concerns regarding this and the alternative housing project for this area

Several E. Clay Street residences are without septic use for extended periods of time during winter weather, as was pointed out during the Yerxa Family's video filmed Feb. 28, 2017 and presented at a Planning Commission Meeting (and being submitted now to be entered into the record.) It is also the testimony during Public Hearings on this development. I have documentation of seepage that came up after the water level receded- three days after Yerxa's filmed the seepage within the project area

E. Clay Street was posted with county road Flooded signs until May one year as seepage water was running across the road

Water retention pond part of the proposed project: An inexperienced person may suggest this mitigation effort, however digging down will only bring water to the surface and will pool for longer periods of time; also won't allow for capacity levels if already filled with existing water. The original plan called for 12+ acres (now showing 13) equating to a lake, then resulting stagnant water and mosquito breeding grounds will take over. The pond being reduced to one acre will still be unmanageable

- Mosquito Abatement has not been consulted regarding increased expenses to them for additional pesticides and manpower
- Mosquito Abatement already pays special attention to the area for vector control of West Nile Virus mosquitoes, which have been previously detected. Ponds will encourage breeding of mosquitoes, especially a full 13 acres
- The water retention pond at the Del Rey Apartments is a prime example of this type of issue: it always has water in it even when there is no precipitation, and until recently, there was no protective fencing or barrier around it for several years. The water has dried up in this drought, but it will return and the fencing has fallen into disrepair

Colusa Industrial Park housing (Phases 1 & 2) and Walnut Ranch have annexed into the city for sewer services, with the City not planning any measures to increase the capacity at the waste-water treatment plant. Water run-off and sewer services are already taxed. And there are purportedly three additional housing developments tapping into these resources, it is obvious that a development utilizing large amounts of water will place additional burdens on them

The Triple Crown Facility's proposal to channel the water down to Moonbend Road, across private property and out to Davis Ranch will not work as is evidenced historically in the area. It is unclear if Davis Ranch would ever receive that water, even if they agreed to (Davis Ranch management is unaware of any agreement.) The plans don't appear to accommodate for the infrastructure to channel water through adjacent private property to the south, and it is apparent that this is to occur organically as per archived observation. The recent channels developed by CalTrans along Highway 20 were not engineered for use by the Triple Crown project applicant and are not adequate. The City of Colusa's Drainage Master Plan summarizes that current drainage is inadequate for existing conditions and doesn't address the increased flows

While this area is not in a special flood hazard zone, there is a historical record of surface flooding with losses in the hundred-thousands. Orchards have not been able to thrive due to the poor drainage. As noted before, there is current litigation regarding drainage in the adjacent neighborhood which is of slightly higher elevation

FEMA has not yet performed the remapping of Colusa and it is expected that this area will become a special flood zone

Reclamation District 108 has been to previous meetings and has advised that certain activities tied to the project are potentially damaging to the levee (proposing E. Market Street too close to the toe of the levee, for instance). RD 108 has received a grant to perform a Small Community Feasibility Study and has begun discussions about this hazardous project. They will provide comments on the new development plans when allowed to view them

The city is requiring plantings or ground coverings to be placed by the developer along the bank of the levee. From a flood threat standpoint, this is ill advised as it would obstruct observation of seepage or boils

Ditch use

Filling in the ditch or bringing it to ground elevation where D Street is proposed on the north side of E. Clay Street will affect our neighborhood drainage as has been experienced when the ditch was blocked by a resident at the corner of D and E. Webster Streets

While it is not presently in production, Riverbend Rice Mill property drainage is dependent upon that ditch. It is documented and they have experienced damage to facility infrastructure. The county has allowed that property owner noted at D and E. Webster Streets (not by allowing it but due to not stopping the work when it was reported) to fill in one area and the results have been damaging. Riverbend management submitted a letter to the Planning Commission but it seems to have been misplaced and is not in the record

Crime

The current plans don't include actions to enhance city law enforcement; it has been learned that the Sheriff's Department was not contacted or even given a courtesy call so that planning for enhanced response or emergency services can be made. The City of Colusa Police Department has not been provided with funding to enhance their staff for the increase in calls

Nearly every business on E. Clay Street has been burglarized, some numerous times since the Del Rey Apartments were built. Those of us in the area who have businesses can expect repetitive and costly losses from thefts from the nature of the proposed development, and can anticipate our personal safety will be compromised from those seeking to burglarize the facility. Theft of fencing materials, copper, and other materials found at such businesses has increased as desperate underpaid or unemployed persons resort to theft to support themselves or their families

Federal laws continue to uphold illegality of cannabis cultivation, transportation and sales

Road use

E. Market Street is planned as an access road. It is hoped that it will be developed prior to any construction

D Street has not been established north of E. Clay Street. From research at a local title company it was learned that the old Goad's Extension maps were suggestions. The actual streets, lots and alleys were not developed in a manner consistent with city blocks. Many streets and alleys are not streets or alleys but private property and use is for fire access only. No expectation that others may use them exists. I am aware of private ownership of some of these "alleys." The City has put the burden of developing E. Market Street and D Street onto the county

Traffic along the ingress/egress road, E. Clay Street, now is relatively light but is still causing a problem with excessive speed from vehicles and trucks. Traffic may increase exponentially and will cause a great burden on the poorly maintained roads. California Highway Patrol was not consulted during the planning: they are responsible for traffic control on county roads such as E. Market Street (when developed), D Street and E. Clay Street. A traffic study should be performed

Trespassers

Already a problem with residents from Del Rey Apartments- unattended children on foot or bikes- and the homeless that the city has allowed to remain on the levee; adults walking through private property, trespassing and entering our yards and ag buildings for no apparent reason. Our neighborhood has been performing our own neighborhood watch program as an increase of suspicious persons in our neighborhoods has occurred. We are already losing the quality of life that we have come to enjoy

Private streets and drives: fire access only is allowed. Increasingly each day, vehicles encroach on private property and cause repetitive damage. Posted signage is ignored now: with an increase in traffic and drivers who care not to read or wish to disregard signage will greatly increase the incidence of trespassing and property damage. Delivery trucks may become lost as the development is proposing new roads that may not be mapped, causing them to encroach on private property and potentially damage surfaces as they attempt to locate the facility

Impact to environment

Endangered and indigenous species are known to inhabit the farmland and levees, and with their habitat being taken away, they will surely be adversely affected. Giant garter snakes, elderberry bushes with beetles, deer, coyotes and foxes and even eagles have been seen here. While some of these are not protected, their habitat will be completely depleted. There is no relocation program for any of these animals. Some older oak trees (when they were still protected) and elderberry bushes have been removed from the project site already

Prior to being taken off of a protected list, elder oak trees that were in the project area were removed before they could be recognized as a hindrance to development

Alluvial ponds in the area may be diminished or destroyed

There will be an increase in littering in the area as well as harmful exposure to the environment from fuels and oils from increased traffic and potentially poorly maintained vehicles and trucks

The development of E. Market Street will also deplete habitat and introduce residual traffic debris, noise and environmental pollutants into an area previously free of them

If Triple Crown Growers is allowed, they have made it public at a City Council meeting that they will be using fertilizer that is a challenge to dispose of, so they will recirculate it in an open retention pond: the same pond that was identified to collect seepage water

Various stages of cannabis cultivation require large amounts of water, in fact, more water than normal agricultural crops: water that nearby households are being required to conserve. The county has a drought proclamation of emergency in place which is expected to continue for additional years, and an emergency household water-hauling program for those with dry wells. River water is being restricted greatly so that the majority of existing farming operations will not be able to produce food for human consumption. A recreational drug business should not be allowed to place an additional burden on our water availability

Animal Control Services

Colusa County Animal Control Services are contracted to the City of Colusa. There are currently two full-time Animal Control Officers for the entire county. They are already having difficulty keeping up with the number of calls they receive. They were not consulted for the increase in calls (resulting from displaced wildlife, snakes, etc.) nor has an increase in officers been planned or funded by the city. I am aware of additional city annexations with increased populations that are also not considering Animal Control Services which, again, are contracted for the City. Police Officers will have to respond to these calls, and as a reminder, there is no plan for an increase in officers

Health & Safety

Most of the concerns listed herein deal with the health and safety of established tax-paying families being threatened. Several of us homeowners have invested in security and/or alarm systems just to keep ourselves and our properties safe, but there may not be a way to mitigate the hazardous effects of pollutants or other hazardous materials introduced to our environment

There will be a tremendous increase in littering in the area as well as harmful exposure to the environment from fuels and oils from increased traffic and poorly maintained vehicles

Please note the earlier statement regarding fertilizer being difficult to safely get rid of so the plan is to retain it on site in a water retention pond, where it will seep into residential wells

Emergency Services

County OES/Sheriff not included in planning. It has been discovered that no additional law enforcement is planned, and law enforcement services were not consulted for analysis for services: may need to increase patrol for calls for service from increased crime spilling over into county jurisdiction and for back up of City Police services, not just for the facility but the increased population from employees

The local hospital is already understaffed and was not allowed to consider a plan for providing services to the number of workers or additional residents anticipated

The underground streams that are gauged and monitored in that exact area by the Department of Water Resources have not been addressed. Underground streams don't support a suitable building base, especially when considering the dense number of the buildings to be built or any multi-story structures with machinery. No plans for emergency evacuation or housing of those displaced persons in case of flood or building collapse has been made as risk analysis from emergency services has not been planned for

Levee

These 100 year old levees are already 150 years old. If any agency of responsibility was consulted, and they weren't, it would be conceivable that they would have major concerns. The Bureau of Reclamation and the Army Corps of Engineers were not aware of this project prior to 2017. The applicant has already been advised to adhere to set backs at the toe of the levee and they have been forced to amend their road plan as such. The new proposal does not show accurate measurements of the project distance from the levee toe

Our group contacted Reclamation District 108, the agency that has responsibility for the river levee along the project boundary, and their manager appeared at a City Planning meeting to advise they will not allow trespassing nor any construction to the levee. The toe of the levee is also a right-of-way issue that the applicant is being allowed to disregard upon permission by the City. The City does not have that authority

Aside from the proposed buildings being constructed within feet of the levee (even with the new set back) existing homes within the sphere of influence and beyond may be at risk from this compromised levee. As the Office of Emergency Services was not given an opportunity to review the plan so that emergency preparedness activities could be analyzed, the project may be considered as a high-risk community. As the OES has learned about the project, it was analyzed and included in the recent update to the Local Multi-jurisdiction Hazard Mitigation Plan and will be deemed as a hazard area

The activity conducted by the city that neglected to consult with Emergency Services seems to violate City Code section 17-58, B. 1. Rights of vesting a tentative map. Even though a large-scale housing element is no longer part of the application and a new map must be considered with a smaller-scale housing element, the tentative map should not have been vested

Water Rates

City water & sewer rates have been increasing considerably over the years to accommodate for the city's delinquency in updating the sewer treatment plant and resultant state imposed penalty, and again now to accommodate for the new construction areas recently annexed into the city. Persons on limited income can ill afford another 40% rate increase (as was implemented in 2017 and 2020.) Current water & sewer users should not have to pay more and more to cover what the applicant will not

Established family homes- currently a relatively drug free environment

The project may bring in the element that abuses &/or sells drugs and be a draw for others to frequent the area seeking that market. Despite the state legalization and city's adoption, many elements to the cannabis industry still violate federal laws. Residents are already frequently affected by this crime element moving in from another large increase in population from the low-income Del Rey Apartment complex

Property values

Will only be adversely affected by this development. Will in no way improve current homeowner property values based on analysis by local realtors

Scenic Vista and Viewshed

Many residents enjoy the eastern view of the Sutter Buttes- the famous smallest mountain range in the world. They, the skyline, sunrises and moonrises will be obscured by any 2 or 3 story structures, and possibly by single story structures. Planting trees won't mitigate that. Traffic from the proposed D Street road will also be an eye-sore. Usurping our scenic viewshed is basis for litigation, and the offending structure would be ordered to be modified to alleviate the problem

Noise

Current county agricultural noises are not disruptive to our lives, however, should this project go through, the noise from trucks and other traffic and the sheer number of people condensed into that area 24 hours a day may be extremely disruptive. There are times when we or our neighbors are required to work

nights and sleep during the day. As this is annexed into the City, the City will need to address their noise ordinances and, as recently witnessed, will certainly modify ordinances to accommodate the developer, disregarding their constituents

Lights

Light pollution may create a legal nuisance. A 24-hour a day cannabis operation will have exterior lighting for security purposes to ensure safety of the personnel working and to light work areas, but may be within our line of vision as we attempt to enjoy our view of the Sutter Buttes or the night sky

Odors

As is being experienced all over the city, offensive odors from the current cannabis business at Bridge and Main Streets is ever-present, in spite of any magical filtration system they have recently installed. Residents are not able to keep their windows open due to the invasive odor emanating from that business 24-hours a day, in any type of weather. Residents have become frustrated and stopped reporting the nuisance odor as it is apparent that nothing can be done. This offends our olfactory senses, causes headaches or other ailments, and offends our morals even when the product being grown is not visible

Violations of City Codes, Project not consistent with General Plan

The newest version of the City of Colusa General Plan seems to have been customized to accommodate for this specific project instead of following its original intent, which states that minor amendments may be made as long as they didn't change the scope of the plan. This project seems to be way over that line. In fact, there are documents that state the General Plan is following the guidelines of the Triple Crown Facility proposals, and now accommodating for the Triple Crown Grow Facility. And, as learned during testimony in a recent Public Hearing, the applicant provided input into that General Plan update. It is too general to allow the applicant or the City the latitude to "amend the City of Colusa Housing Element as needed"

The look and style of the new buildings is not consistent with the homes in the adjacent neighborhoods. Previous developments have been rejected due to incompatibility with these rules

Allowing for a zone change from Low-Density to Medium- to High-Density populations wasn't consistent with planned development, but that element has been eliminated and the zoning has changed again. Additionally, changing the zone to allow for dispensaries has met with much concern from residents

Few of the people within the sphere of influence were even aware of the project in the early stages as they were not notified, though the General Plan requires it. This continues for many in the sphere of influence with regard to the new plan from the applicant. It can be argued that Public Hearings were noticed, however the circulation of the local newspaper is low and many residents don't peruse the front door of city hall with any regularity to have become aware of any posting

It should be noted that in the early 2000s, the City Attorney and City Planner at the time of the original plan were promoting this project as if they were benefitting personally from it, to the point of being argumentative to the Planning Commissioners during open meetings when questions about the project were presented. That City Attorney and City Planner are no longer employed by the City of Colusa, and the City Manager was terminated (prior to Randy Dunn and Jesse Cain's employ) (*reference archived Colusa Sun-Herald articles*)

Brown Act Violations

Posting of notices, the manner in which public hearings and regular planning and council meetings frequently violate the Brown Act. Over the past few years, the members presiding over city council meetings have attempted to suppress public comments and criticize the public for making comments during public comment periods or during public hearings

Exemptions from CEQA

Environmental issues are disregarded and a full environmental impact report should be required. Part of the earlier litigation was due to the fact that the public became aware of the development plans and became actively objecting to all activities, and demanding a comprehensive environmental consideration. We've been told the exemptions are pursuant to CEQA regulations, however we are aware that the issues were not completely evaluated, and the scope of the project has changed several times. Given all of these concerns, there is no reasonable justification for a finding of no significant impact or a mitigated negative declaration

Morals

An element in many ordinances directs consideration on whether a project will offend the morals of residents. We have stated numerous times how cannabis development- and especially dispensaries- offends our morals. Our values, pride for our community and town are being disregarded. Even if the cannabis businesses in Colusa were to produce the revenue they were projected to, the exchange for money over citizens' values, health and safety is immoral in and of itself

May 30, 20022

Mr. Bryan Stice
Community Development Manager
City of Colusa
425 Webster Street
Colusa, California 959532

Re: East Clay Street Conditional Use Permit – Comment Letter of Ben King

Dear Bryan,

I am writing to urge that the Conditional Use Permit to allow construction of the proposed cannabis business on the 32 acre site located at the corner of D Street and East Clay Street be denied. As you know, my family has been owners of adjacent parcels for over 100 years and we continue to have a strong desire to promote good planning for the long term benefit of the City of Colusa and its residents. We do not believe that the proposed Project is in the best interests of the general welfare of the residents and City of Colusa. We do believe that the Project will result in an incompatible use with character of City and its environs and we also believe that the proposed used in incompatible with the General Plan and Housing Element for the City of Colusa.

The reasons for our objection to the grant of the Conditional Use Permit are the following:

1. **Current Public Disclosure is Misleading Regarding The Zoning of the Subject Property** - There has not been adequate public notice regarding the zoning as a Light Industrial (M-I-PD) Development . Neither the General Plan (see attached excerpt – Exhibit A) nor the Housing Element (see attached excerpt – Exhibit B) contains any disclosure or discussion regarding this parcel being zoned Light Industrial. Both of these documents have maps and discussion regarding this part of the City as being zoned residential. The excerpts were downloaded the week of May 23, 2022 and there is no reason any interested public stakeholder would know that this area has been rezoned from a residential use. It is reasonable to expect that recent purchasers of houses in Colusa may have relied on the misleading public disclosure in the General Plan and Housing Element to their detriment. Likewise, some sellers may have possessed actual knowledge of the planned cannabis project and may have sold their property to an unsuspecting purchaser. ***Request – Please explain how residents and other stakeholders should have become aware that the zoning for the subject property has changed from Residential to Light Industrial?***
2. **Who is the Proponent for this Project Seeking the Conditional Use Permit?** - It is not clear that Mr. Olivas has the appropriate agency to be the proponent for the prospective owner/operator seeking the Conditional Use Permit. Mr. Olivas has appeared in multiple previous public meetings seemingly representing himself or an investor group other than the current client. At this time, it appears that Mr. Olivas is attempting to represent a group called JAC Industries Corp. without disclosing his relationship or his intended future business dealings with this “client”. ***Request - we ask that the Planning Commission require Mr. Olivas to disclose his relationship with JAC Industries and whether he intends to sell the property and at what stage of the proposed development if he does indeed intend to sell all or part of his interest in the Project.***

3. **What Experience Does JAC Industries Have in Cannabis and Who Are Their Probable Future Investors?** – The “Client” listed on the plans for the Project is an entity called JAC Industries. There is only one entity named JAC Industries authorized to do business (California Secretary of State Entity Search—Exhibit C) in the State of California and it was only formed a few months ago on January 1, 2022. The Statement of Information for JAC Industries Corp which was filed on January 4, 2022 (See Exhibit D) lists the Principal Executive Office as the Residence for both the CEO and Chief Financial Officer of JAC Industries Corp. The address for JAC Industries on the plans for the Project is listed as a Post Office Box in Sunset Beach California which is approximately an hour drive from the apparent residence and Principal Executive Office in Walnut California. The type of business is listed as “ Business Consulting” – there is no record of any operating or real estate management experience. It is important to know the background of the entity of the principal proponent and its officers. The City of Colusa is a small town with limited oversight and law enforcement resources. It is important to note that illegal activity relating to the cannabis industry is common as was the case with the recent arrest of 5 individuals in April 2022 relating to the illegal cannabis operation at the old rice mill near the Project area. There was only one known California resident arrested, one from Brooklyn New York and three with no known residence in the United States.(See News Report - Exhibit E) ***Request – Please ask JAC Industries Corp to make a public presentation as Project proponent before taking action on the Conditional Use Permit.***
4. **The Planning Commission Should Be Prudent Regarding Future Litigation Risk** – At the May hearing it was disclosed that the taxpayers of the City of Colusa have already paid over \$ 500,000 in legal fees and there was concern that the City could be sued again by the current owner or perhaps by the client. ***Request – please consult with City Counsel about limiting future litigation risk – since the Conditional Use Permit is a discretionary act it may be most prudent for the Project proponent to fully complete any Project requirements to the satisfaction of the City rather than having potential litigation points of contention in the future.***
5. **The Current Owner Should Waive the Confidentiality Agreement for Past Litigation In the Spirit of Transparency and Goodwill** – Residents and Other Stakeholders deserve full transparency regarding the terms of the Settlement and other claims made during past litigation. The taxpayers have paid for this litigation and now have been told that the Project must move forward due to the possibility of future litigation. It is impossible for there to be public confidence in this project unless there is full transparency. ***Request – please request that the current owner waive the Confidentiality of the previous litigation and disclose all the documents regarding the previous litigation.***
6. **The Environmental Review Issues Should Be Fully Resolved Before Approval** - Much has been made about statute of limitations and the timing of other CEQA related issues. Since this is a discretionary process, it is important that these issues be resolved before an action for approval. It is hard to know what was raised and what the resolution was in the past since the process has been so lengthy and convoluted. For example, Greg Plucker who is head of the Environmental Health Department for the County of Colusa raised some of the same issues that were recently raised regarding potential pollution by chemicals, solvents, fertilizers, and pesticides routinely used in the cannabis manufacturing industry in 2019. (See July 24, 2019 Newspaper Article – Exhibit F). What was the resolution for Mr. Pluckers concerns? ***Request – please ask for an explanation of how these issues have been addressed rather than limit discussion due to technical considerations such as a statute of limitations. Use the discretionary authority for the Conditional Use Permit to resolve reasonable public concerns before considering approval.***

7. **The Project is Too Large for the General Welfare of the City** - This project essentially establishes a new business park for the City of Colusa without full public engagement and exposes the City to a material negative outcome if the project fails to be completed and/or is mismanaged. Dedicating 34 acres to cannabis is much too large for the City of Colusa. It is foreseeable that the project will not be completed for a variety of causes such as lack of financing or another systemic economic event or a geopolitical crisis affecting the source of potential foreign investor capital. A 3 acre site would be a reasonable risk to the general welfare but one ten times the size would not since a failed Project that is not fully constructed would be devastating to the local Project area. ***Request – Please make the determination that a cannabis Project of this size meets the general welfare standard to issue a Conditional Use Permit or reject the application.***

8. **The Project Is A Nuisance To The Adjacent Housing and Detrimental To The Riparian Ecosystem Next To The Sacramento River** - In addition to the odor and overbearing night lighting need for security, the Project poses significant risks to the adjacent riparian ecosystem. My family has owned the adjacent parcels for over 100 years and I grew up on these parcels. I can personally attest to the native vegetation of blackberries, elderberry and milkweed that would be at risk but also attest to a robust daylight and nocturnal ecosystem that would be at risk from the Project and its night time light pollution. ***Request – please make the determination that the project has met the nuisance standard to grant the Conditional Use Permit or reject the application.***

9. **The Project Is Not Consistent With The General Plan And Future Development Of The Colusa Riverfront District** - As mentioned previously, the General Plan has designated the area as residential housing. There is no viable industrial properties in the area – only abandoned industrial sites and housing on both the north and south of the Project Area. The Project will be detrimental to the successful implementation of the Colusa Riverfront District because it will limit the beneficial use of the riparian area south of the City due to the likely odor from the facility, intrusive night time security lighting and imposing incongruous warehouses overpowering the natural beauty of the riparian area. Please note that since this Project has been considered in 2012, all the industrial properties in the Project area have failed and are now are in disrepair. The rice mill at the end of East Main is now abandoned and was the site of illegal activity but more importantly it now does not pose any hazard or nuisance to future housing from rice milling dust as was the case when the Project type was first proposed. ***Request – please make the determination that the Project meets the standard that it is consistent with the General Plan and the Special Colusa Riverfront District to grant the Conditional Use Permit or reject the application.***

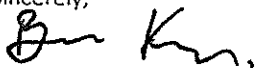
10. **The Project Does Not Have An Adequate Drainage Plan** - The Project area has relied upon the conveyance ditch built by the Colusa Irrigation Company in 1907 for the natural drainage of the area. The County of Colusa uses the Colusa Irrigation Company ditch to drain East Main Street and has a pipe on the south side of Main Street into the ditch for drainage. Our adjacent parcels also drain into the Colusa Irrigation Ditch. The Project proponent has not submitted a drainage plan but instead claims ownership of the Ditch and intends to use the site of the ditch for Project access. This is not only an attempt to claim property that is not legally owned but will leave the area without adequate drainage. ***Request – please require the Project proponent to develop a reasonable drainage plan that does not impair the current drainage infrastructure of the Project area before granting a Conditional Use Permit.***

- 11. The Current Owner Does Not Have Ownership Over The Proposed Access From East Main Street** – The current owner of the Project acreage claims fee simple ownership for the Colusa Irrigation Company conveyance ditch. We claim fee ownership for the portion of the Colusa Irrigation Company ditch which is directly south of our parcels. The current owner claims ownership of the pump in the Sacramento River but we currently hold two Water Right Settlement Contractor rights that rely on that diversion point for our water right. The Contracts are No. 14-06-200-1086-R-1 and 14-06-200-1086Z-R-1 (See Exhibit G which are Bureau of Reclamation Maps). The ownership claimed by the current owner is not correct and will severely damage or destroy our property rights if the current owner proceeds with its ownership claim. ***Request – the Conditional Use Permit must be rejected unless the proponent can prove other access rather than the parcel which encompasses our irrigation easement and our drainage access.***
- 12. The City Must Not Give Control of the Railroad Easement To The Current Owner Or Future Owner Of The Project** - The extension of Market Street via the old railroad easement is an important property right of the City and an important planning consideration to provide public access for the City of Colusa. There should not be one type of ownership resolution for the City's rights between our parcels and one set for the Project area. ***Request – the Conditional Use Permit should not be considered unless the City's dominion over the old railroad easement is clear under the Project plan.***
- 13. The World Has Changed During The Last 10 Years When Zoning For The Site Was Changed From Residential to Light Industrial – It Should be Residential Today** - While there may have been a compelling rationale to convert the Project area from residential to light industrial zoning 10 years ago due to seepage concerns, it is clear that Project area should be used for housing not a new industrial park. Since the pandemic, more and more people are looking to live in Cities like Colusa as they have access to technology to work remotely and there is a definite need for more housing. Stakeholders like California Rural Assistance, Inc. should be reengaged and new innovations on how to manage seepage should be considered. It is not whether the Project area would be best used for housing but one of what density and what grade of elevation. ***Request – The Planning Commission should reject the Conditional Use Permit and leave the decision in the hands of the City Council after the larger stakeholder community has the opportunity to reengage.***

Thank you for your consideration of my points and perspective for objecting to the Conditional Use Permit. I appreciate all the work you and your colleagues have done on trying to move this project forward and in my opinion you have been placed in a very undeserving position in trying to justify a change in zoning that never should have happened. I am copying Rich Selover who is Chair of Planning Commission and Jessica Hill at California Rural Assistance, Inc. since she commented on the Housing Element.

Please contact me at bking@pacgoldag.com or (530) 723-3119 with any questions you may have.

Sincerely,



Ben King

EXHIBIT A

EXHIBIT A.

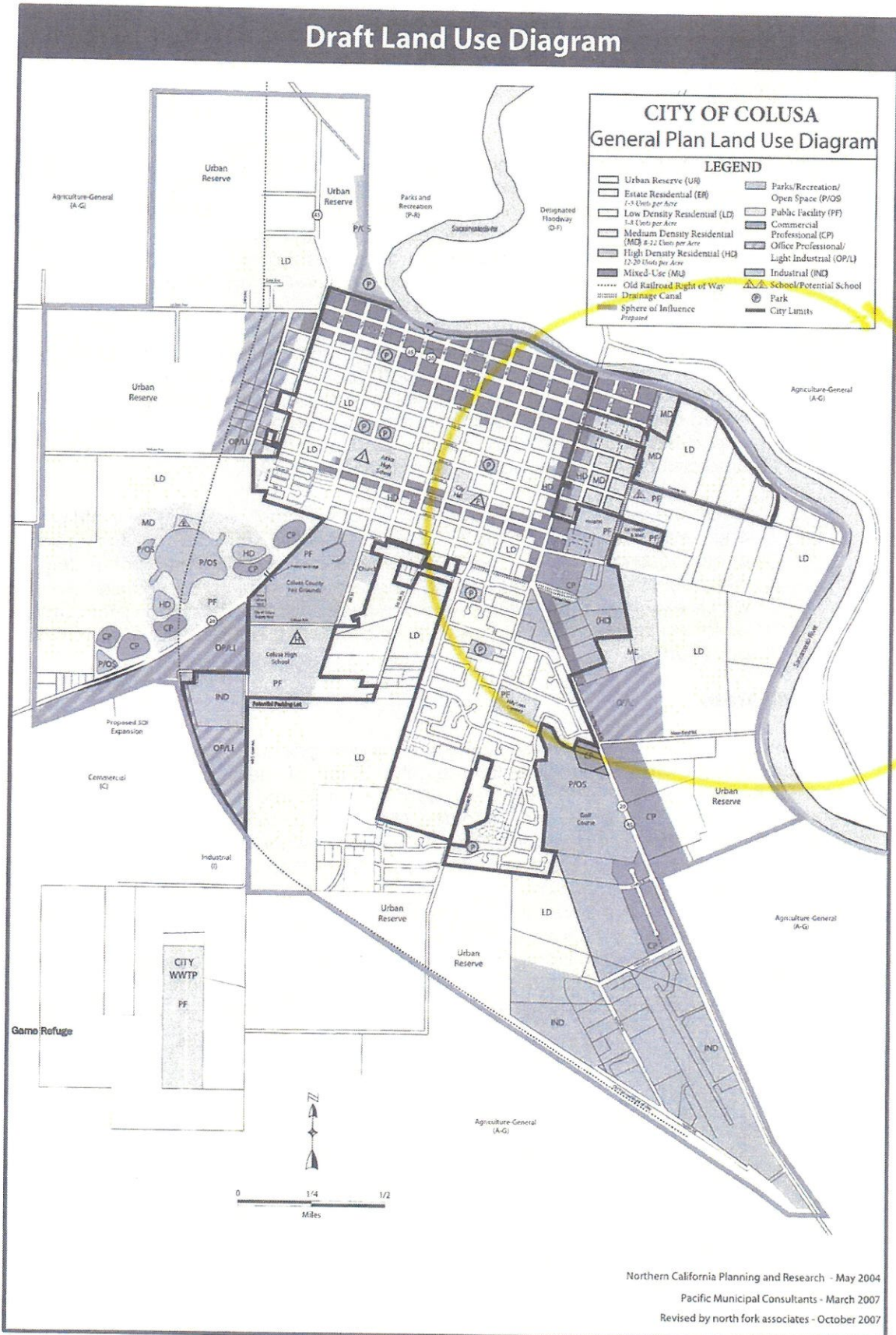
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CITY OF COLUSA PLANNING WEBSITE

2.0 LAND USE

A

Draft Land Use Diagram



**ZONED
RESIDENTIAL**

Northern California Planning and Research - May 2004
Pacific Municipal Consultants - March 2007
Revised by north fork associates - October 2007

**FIGURE 2.3
GENERAL PLAN LAND USE DIAGRAM**



A

2.0 LAND USE

Riverfront District

SPA 1: *Colusa Riverfront District* - Colusa's Riverfront District is bounded by the Sacramento River to the north, 13th Street to the west, Oak Street to the south, and Bridge Street to the east. This SPA will be given special attention with regard to architectural design, orientation, and land uses. All new development and redevelopment projects proposed within this district will be subject to development standards and design guidelines that will constitute the Riverfront Plan. The Riverfront Plan will be prepared by the City and will be incorporated by reference into the City's Zoning Ordinance.

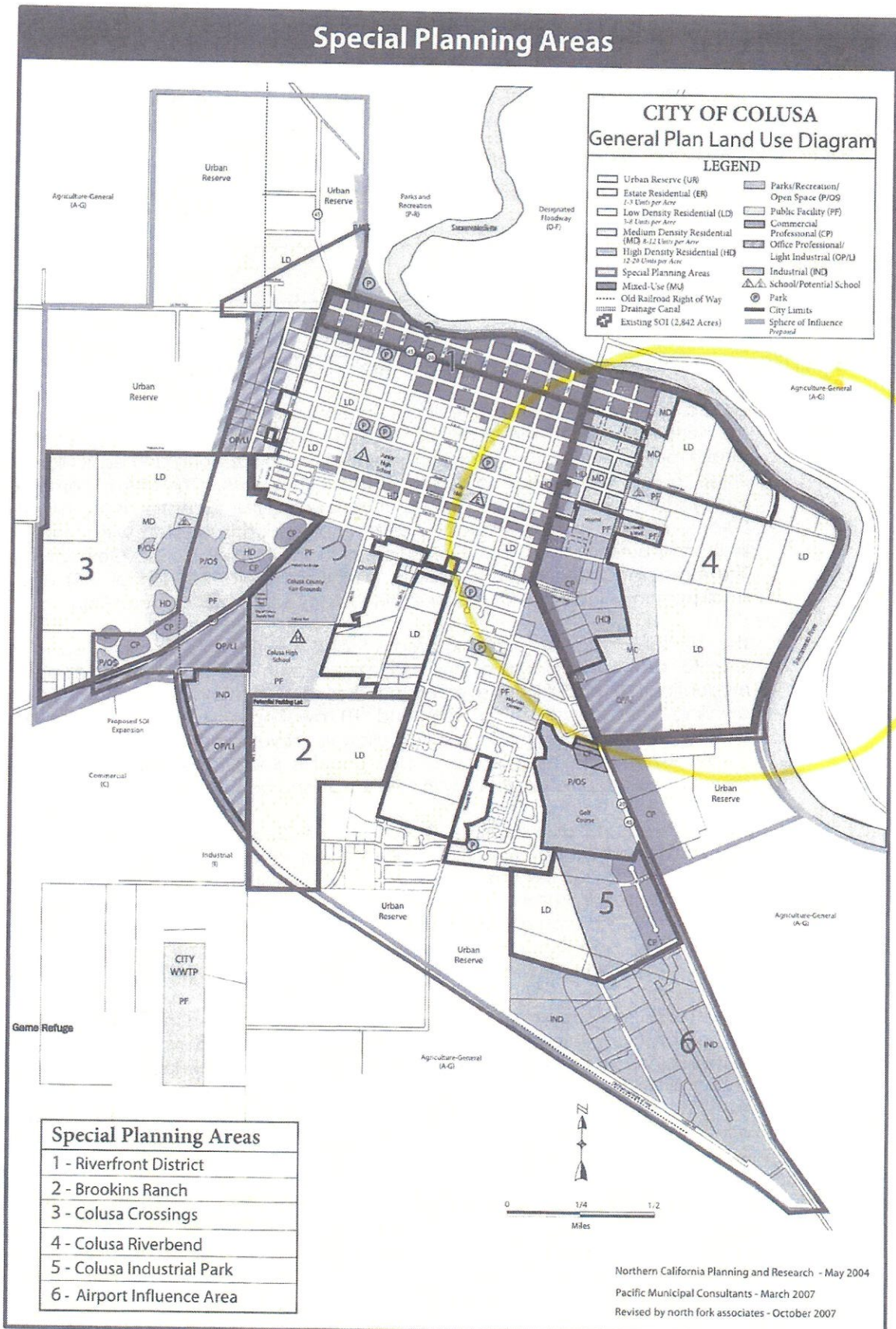
The area surrounding the Riverfront District effectively serves as the principal City center. It achieves this in part through the many historic buildings that occupy the historic downtown/riverfront area (a reminder of the City's origins) and in its varied retail and service establishments. Riverfront Plan development standards and design guidelines demonstrate the City's commitment to enhancing the area and promoting local and visitor-serving businesses.

Future development of the Riverfront District will largely occur as new infill projects and redevelopment. Projects will be expected to improve the aesthetic character and economic health of this historic district. Expansion of existing uses will be encouraged to include high-density residential units. Vertical expansion will be expected to maximize the use of and scenic views from this premium land, while increasing commercial vitality and creating affordable live-work housing opportunities.

New Growth Areas

Adjacent to the city limits and within the Planning Area are significant acreages of vacant land that present new growth opportunities for the City. Each of these areas is being actively planned for urban development, consistent with the Land Use Map (**Figure 2.3**), and is considered appropriate for annexation into the City. Concurrent with this comprehensive General Plan update, work has been ongoing with property owners and developers of SPAs 2-5 (described below) to create development proposals that will be consistent with the General Plan. The results of these efforts have been incorporated into the SPA descriptions for their respective areas. While the General Plan designates a range of land uses and assumes development to occur at the mid-range of allowable densities, project-specific information was submitted for use by the City and incorporated into this General Plan. This process has aided in the formulation of policies and implementing actions that will allow new urban development to occur without compromising the quality of life for existing Colusa residents. New growth SPAs include:

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ZONED RESIDENTIAL

FIGURE 2.4
SPECIAL PLANNING AREAS
PMC

A

2.0 LAND USE

Proposed Land Use	Acres
<i>21-acre neighborhood park according to need to be determined in the City's Parks and Recreation Master Plan)</i>	
Open Space	21
Elementary School	10
TOTAL	310

() Denotes conditions pertaining to 21 acre neighborhood park instead of 51 acre community park.

SPA 4: *Colusa Riverbend* – Colusa Riverbend encompasses approximately 442 acres in the northeast and eastern portion of Colusa's Planning Area. The aggregate of land is roughly bounded by the Sacramento River to the north and east, Highway 20/45 to the west, and Moon Bend Road to the south. This SPA is comprised mostly of unincorporated land with multiple owners; the exception is the northern 80-acre parcel (formerly known as Riverbend), which is located within the City limits and presently designated Residential in the *City of Colusa General Plan*. The remaining unincorporated land is designated Rural Residential (RR) and a small portion of Industrial (to the south) in the *Colusa County General Plan*.

The City's intent for this planning area is that the entire area be annexed to the City to be master-planned and developed with low- and medium-density residential (LDR and MDR) development. Based on a mid-range density of six (6) dwelling units per acre for LDR and 10 dwelling units per acre for MDR development, the General Plan would allow for development of up to 2,530 units. Colusa Riverbend would be developed under a Specific Plan or as a planned development to provide flexibility in site design and density distribution.

Colusa Riverbend Development Proposal The 76-acre parcel presently in the City limits would be developed as a planned development during the first phase of development of this plan area. A Colusa Riverbend Specific Plan will be prepared to serve as the City's long-range plan for development of the portion of Colusa Riverbend area outside the existing City limits. The Specific Plan would be the planning and regulatory document for the purpose of implementing the City's General Plan, providing a bridge between the broad policies contained in this General Plan and any detailed project-specific development plan proposal(s). In accordance with California Government Code §65450-65457, which provides guidelines for specific plan preparation and implementation, the plan would include landscaping and design guidelines, development standards, and a financing plan that identifies funding for new infrastructure and public services. This specific plan would be adopted by the City of Colusa, consistent with the General Plan, and serve as the policy document to accomplish buildout within the Colusa Riverbend area.

Another component of the proposed Colusa Riverbend project is a Land Use Plan, which provides for a range of residential housing types at a density ranging from six (6)-10 dwelling units per acre. Under the specific plan's buildout scenario, this would result in approximately 2,530 single-family, detached units. It also proposes an elementary school, parks, and open space land uses for the 442-

A

2.0 LAND USE

acre area. City storm drainage, water, and sewer facilities would be upgraded as needed prior to development in order for the City to serve the new residents.

The conceptual land use plan shows a macro grid street system, consistent with the City's Circulation Map (see Chapter 4). This would include: 1) a North-South Collector extending east from Market Street into the middle of Colusa Riverbend, then heading south to Moon Bend Road; 2) the extension of Darling Lane from Bridge Street (at the intersection with Carson Street) to the North-South Collector; 3) extension of D Street from Darling Lane to the North-South Collector.

Prior to annexation and development of the unincorporated areas, the 80-acre Cribari property—a portion of Colusa Riverbend that is already within the City limits—will be proposed for development under a separate planning application. The project will propose subdivision and development of this land under a planned development— 360 residential units with eight acres of parks, open space, an enhanced drainage corridor, and river access. The development would be consistent with, and eventually be integrated into, the ultimate Colusa-Riverbend Specific Plan area.

SPA 5: *Colusa Industrial Park* – Colusa Industrial Park, located adjacent to the south of Colusa's city limits, comprises approximately 137.5 acres of the 1,049-acre Colusa Industrial Properties (CIP) complex. The site is roughly bounded by State Route 20/45 to the east, Colusa Golf Club to the north, Wescott Road to the west, and CIP's agricultural lands to the south. Existing businesses and an agricultural service complex are located on the northern portion of the site, while approximately 127 acres are presently vacant. The site is currently designated as Industrial (I) in the *Colusa County General Plan*.

The City's intent for this planning area is that it be annexed to the City with a mix of land uses including low-density residential (LDR) on the western portion of the site; commercial professional (CP) along the SR 20/45 corridor; and Parks, Recreation and Open Space (P/OS). Portions of this SPA are situated within the Colusa County Airport Comprehensive Land Use Plan (CLUP) safety zones—the clear zone, approach/depart zone and overflight zone, as shown in **Figure 2.5**. At a mid-range density of six (6) dwelling units per acre and commercial intensity of between .25 and .5 FAR, the General Plan would allow for development of 253 residential units and up to 827,640 square feet of commercial space. Colusa Industrial Park would be developed as a planned development to provide flexibility in site design.

Colusa Industrial Park Proposal A proposal to develop the site with a mix of residential, commercial, and recreation uses is currently being processed through the County of Colusa Planning Department. The project, if approved, would result in an urbanized development outside of the city limits, consisting of approximately 50 acres of residential land to be developed with 200 single-family homes; a high-density residential complex; approximately 28 acres of commercial uses (e.g., motel, restaurant, and other highway commercial services); approximately 56 acres of open space to be developed as a nine-hole golf course facility, and a separate wastewater treatment plant.

The City of Colusa is currently unable to provide domestic wastewater treatment capacity for the CIP proposal. Thus, CIP has proposed two alternatives: The first is

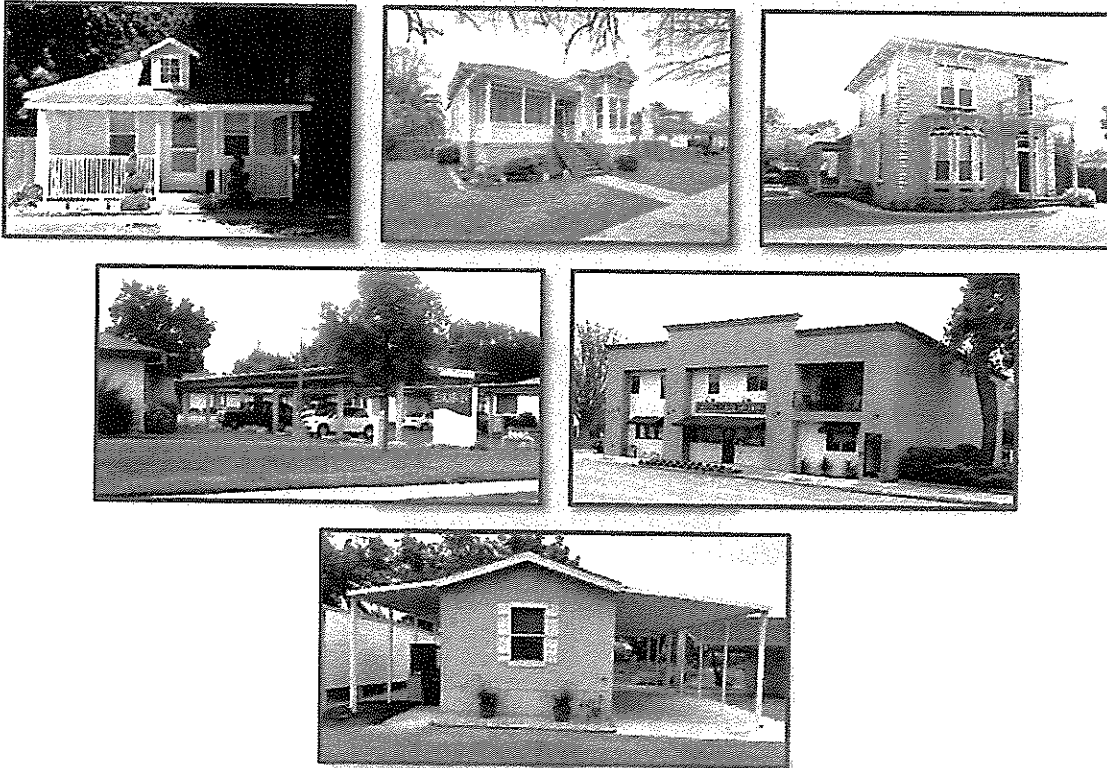
EXHIBIT B.

DOWNLOADED MAY 23, 2022



City of Colusa
Planning Department
425 Webster Street
P.O. Box 1063
Colusa, CA 95932-1063
<http://www.cityofcolusa.com/>

HOUSING ELEMENT UPDATE 2020-2028



PLANNING COMMISSION DRAFT

ADOPTED ON TBA

CITY COUNCIL RESOLUTION TBA

B

9.2 REGULATORY FRAMEWORK

A. AUTHORITY

California Government Code § 65302(c) requires every county and city in the state to include a "Housing Element" as part of its adopted General Plan. In stipulating the content of this Housing Element, Article 10.6 of the Government Code indicates that the Housing Element shall consist of "identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives and scheduled programs for the preservation, improvement and development of housing." This legislation further states that the Housing Element "shall identify adequate sites for housing, including rental housing, factory-built housing and mobile homes, and shall make adequate provision for the existing and projected needs of all economic segments of the community." This Housing Element was adopted on December 1, 2020. In accordance with state law, this Housing Element has been updated for the 6th Housing Cycle, valid between December 31, 2018 and June 15, 2028.

B. STATE HOUSING GOALS

According to the California Statewide Housing Plan Update, it is the goal of the State to "ensure to all Californians the opportunity to obtain safe, adequate housing in a suitable living environment." In addition, HCD has established the following four primary goals:

- Provision of new housing
- Preservation of existing housing and neighborhoods
- Reduction of housing costs
- Improvement of housing conditions for special needs groups

C. RECENT LEGISLATION

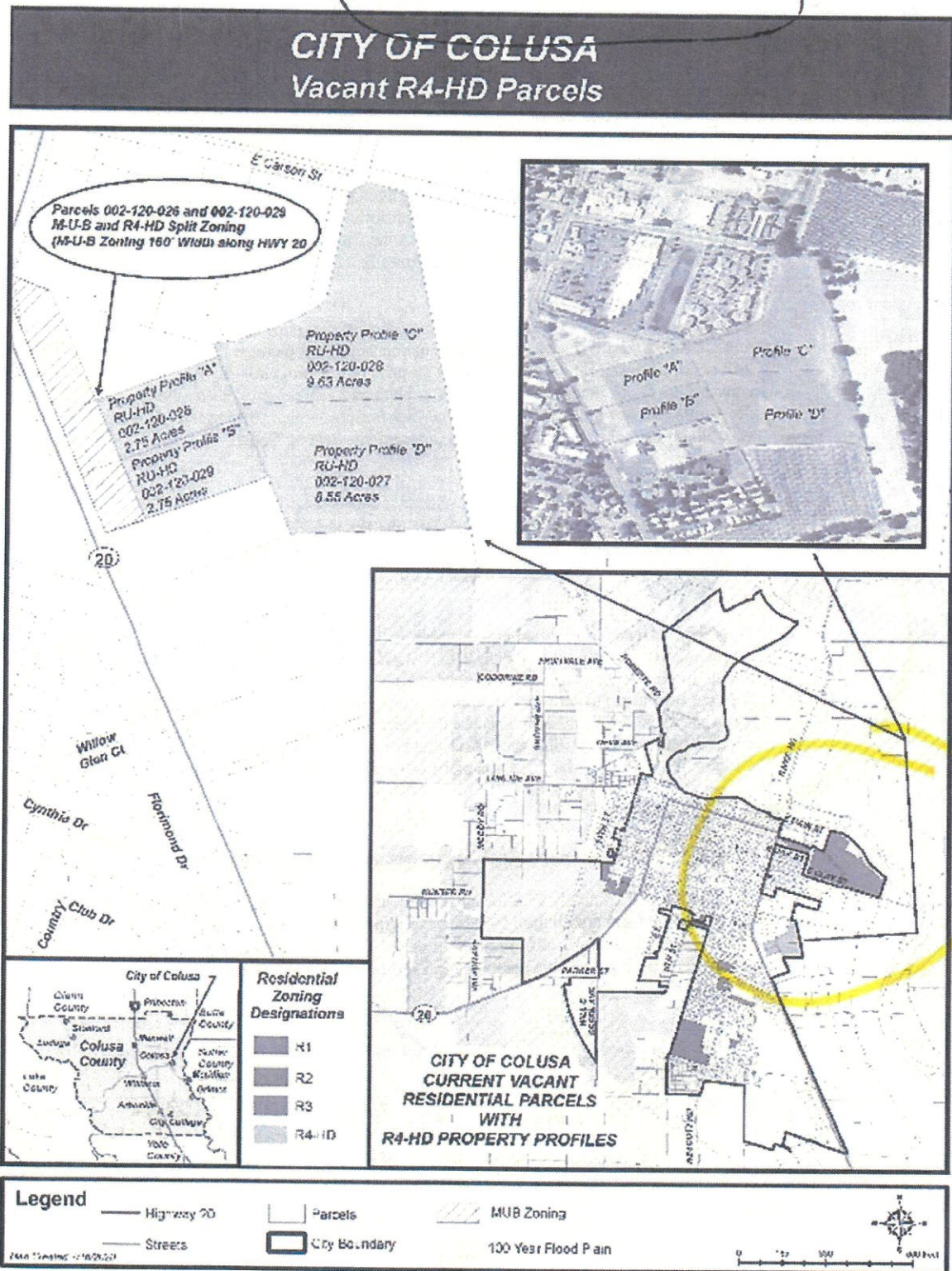
Recent legislation, pertinent to the preparation of the Housing Element and housing element law, include the following:

- SB 2135 (California Government Code § 54220) – Requires the City of Colusa to provide opportunity to provide affordable housing on surplus City property.
- SB 1069 (California Government Code § 65852) – Accessory Dwelling Units
- AB 1397 (California Government Code §§ 65580, 65583 and 65583.2) – Housing Package that includes accelerating affordable housing development, revises methodology for determining realistic development capacity, reduces constraints to the production of affordable housing and creates new opportunities for housing development.
- AB 2248 (California Government Code § 65583) – Land Inventory Requirements
- AB 1233 (California Government Code § 65583) – Provision of Adequate Sites for Regional Housing Needs Allocation (RHNA)



B

Figure 9.5-2. Vacant R-4-HD Lands Map



B



CALIFORNIA RURAL LEGAL ASSISTANCE, INC
FIGHTING FOR JUSTICE, CHANGING LIVES
SINCE 1966

B. Program H-2

Program H-2 required the City to analyze and potentially revise the "Zoning Code as appropriate, to promote flexibility in densities and uses, to improve incentives for affordable housing production and to bring applicable codes into compliance with State Law." (HE, p. 85.) The analysis indicates that the City did not complete this program and that it has been revised and replaced by Program H-2 in the current draft Housing Element.

In *Building Blocks*, HCD states that Housing Element programs should contain, among other things, a "description of the specific action steps to implement the program."¹ The lack of concrete steps defined to meet the purpose of this program was likely a contributing factor in the City's failure to implement it. In order to ensure the revised program's efficacy in the current cycle the City must provide further concrete steps that it will take to meet the deadlines it has set to amend the Zoning Code.

C. Program H-4

Program H-4 contemplated Public Works standards adopted in 2007 and required the City to establish these standards "in a manner that encourages the creation of housing, minimizes impacts on the cost and supply of housing and maximizes land resources." (HE, p. 85.)

The City's analysis of Program H-4 is vague as to the City's actions to attempt to complete this program, merely stating that "standards were reviewed for housing production impacts and found not to need amending." (HE, p. 85.) In fact, the analysis does not even seem to address the program's objective of implementing these standards as described above. This is likely because the program itself provided no framework for implementation, review, timeline, or schedule of actions. This failure of specificity makes it impossible to know what, if any, actions were taken to implement this program.

D. Program H-20

Program H-20 of the previous Housing Element required the City to

work cooperatively with local growers, agricultural-related businesses, such as packing and distribution facilities, the farm bureau and advocates for farm workers, such as California Rural Legal Assistance, Inc, for the purpose of determining available resources and shortfalls to address farm workers housing needs.

¹ <https://www.hcd.ca.gov/community-development/building-blocks/program-requirements/program-overview.shtml>



COMMENT
ASSUMED
RESIDENTIAL



EXHIBIT C

EXHIBIT C

Business

UCC

Login

MAY 26, 2022

Business Search SEARCH

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search will search only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

JAC Industries

Advanced ▾

Results: 36

C

Login

Business UCC

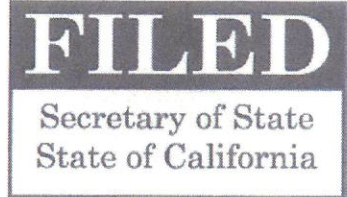
Business	UCC	Effective Date	Status	Entity Type	State	Owner
BILL JACK INDUSTRIES (236023)	>	05/04/1949	Terminated	Stock Corporation - CA - General	CALIFORNIA	
BILL JACK INDUSTRIES (315390)	>	02/01/1956	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	
CLAY JACKSON INDUSTRIES INC (1336360)	>	04/08/1985	Terminated	Stock Corporation - CA - General	CALIFORNIA	MARSHA L JACKSON
JAC INDUSTRIES CORP (4825246)	>	01/01/2022	Active	Stock Corporation - CA - General	CALIFORNIA	JERRY BINJUN ZHU
JAC INDUSTRIES LLC (201508610002)	>	12/31/2014	Suspended - FTB/SOS	Limited Liability Company - CA	CALIFORNIA	CHRISTOPHER MARTIN
JACAERC INDUSTRIES LLC (201020510174)	>	07/22/2010	Active	Limited Liability Company - CA	CALIFORNIA	JORDYN FARRISS
JACE INTERNATIONAL INDUSTRIES LIMITED (655247)	>	12/26/1972	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	
JACE B BARRY INDUSTRIES LLC (201803910350)	>	01/24/2008	Suspended - FTB	Limited Liability Company - CA	CALIFORNIA	MICHAEL W FENTON
JACE ANTHONY INDUSTRIES INC (812495)	>	03/28/1977	Active	Stock Corporation - CA - General	CALIFORNIA	V CATHLEEN ANTHONY
JACK BARRY INDUSTRIES INC (176133)	>	06/12/1974	Terminated	Stock Corporation - CA - General	CALIFORNIA	PATTE BARRY
JACK INDUSTRIES LLC (201052110040)	>	11/16/2010	Suspended - FTB	Limited Liability Company - CA	CALIFORNIA	DORA ALICIA ANZALDO CAMPOS
JACK INDUSTRIES LLC (201052110040)	>	04/20/2016	Active	Limited Liability Company - CA	CALIFORNIA	RAFFERTY JACKSON
JACKSON INDUSTRIES INC (20122727)	>	09/23/2005	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	LAWRENCE C DURAN

EXHIBIT D

D



California Secretary of State Electronic Filing



General Stock Corporation - Articles of Incorporation

Entity Name: JAC INDUSTRIES CORP
 Entity (File) Number: C4825246
 File Date: 01/01/2022
 Entity Type: General Stock Corporation
 Jurisdiction: California

Detailed Filing Information

1. Corporate Name: JAC INDUSTRIES CORP
2. Business Addresses:
 - a. Initial Street Address of Corporation: 422 CARBONIA AVE
WALNUT, California, 91789
United States of America
 - b. Initial Mailing Address of Corporation: 422 CARBONIA AVE
WALNUT, California, 91789
United States of America
3. Agent for Service of Process:

Individual Agent: JERRY BINJUN ZHU
422 CARBONIA AVE
WALNUT, California, 91789
United States of America
4. Shares: 1000000
5. Purpose Statement: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.
6. Future File Date Of: 01/01/2022

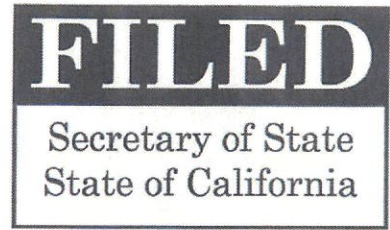
NOT
SUNSET BEACH
P.O. BOX

The incorporator affirms the information contained herein is true and correct.

Incorporator: JERRY BINJUN ZHU



**California Secretary of State
Electronic Filing**



D

Corporation - Statement of Information

Entity Name: JAC INDUSTRIES CORP

Entity (File) Number: C4825246

File Date: 01/04/2022

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: H081348

Detailed Filing Information

- 1. Entity Name: JAC INDUSTRIES CORP
- 2. Business Addresses:
 - a. Street Address of Principal Office in California: 422 CARBONIA AVE
WALNUT, California 91789
United States of America
 - b. Mailing Address: 422 CARBONIA AVE
WALNUT, California 91789
United States of America
 - c. Street Address of Principal Executive Office: 422 CARBONIA AVE
WALNUT, California 91789
United States of America
- 3. Officers:
 - a. Chief Executive Officer: JERRY BINJUN ZHU
422 CARBONIA AVE
WALNUT, California 91789
United States of America
 - b. Secretary: CARRIE YIQING CUI
422 CARBONIA AVE
WALNUT, California 91789
United States of America

Document ID: H081348

D



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

CARRIE YIQING CUI
422 CARBONIA AVE
WALNUT, California 91789
United States of America

4. Director:

JERRY BINJUN ZHU
422 CARBONIA AVE
WALNUT, California 91789
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

JERRY BINJUN ZHU
422 CARBONIA AVE
WALNUT, California 91789
United States of America

6. Type of Business:

BUSINESS CONSULTING

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: JERRY BINJUN ZHU

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: H081348

D



California Secretary of State
Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. CARRIE YIQING CUI
422 CARBONIA AVE
WALNUT, California 91789
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: H081348

EXHIBIT E.

EXHIBIT E.

COVID-19: Northern California COVID Updates Continuing Coverage

ACTION NEWS NOW: Download Our Apps

https://www.actionnewsnow.com/news/5-people-arrested-in-connection-to-large-scale-marijuana-grow-in-colusa/article_2d9c3c46-c2a3-11ec-bda2-2b6e6bf80cfe.html

5 people arrested in connection to large-scale marijuana grow in Colusa

By: Ariana Powell

Apr 22, 2022



COLUSA, Calif. - The Colusa County Sheriff's Office served a search warrant and arrested five suspects connected with a large-scale, illegal indoor marijuana grow operation on Thursday at around 7 a.m. inside an old rice mill on the 200 block of E. Main St. in Colusa.

The illegal operation had been taking place for several months, according to the Colusa County Sheriff's Office.



E

The marijuana grow operation has been connected to other operations in the San Joaquin County area. The San Joaquin County Task Force helped with the investigation after the connection was discovered.

The investigation resulted in the confiscation of 4,832 mature marijuana plants and the arrest of five suspects, Bo Sen Tan, 45 of San Leandro; Zhui Gou Hiu, 43, of Brooklyn, New York; Hong Pin Zhen, 52; Guo Ming Zhang, 56; and Xin Shi Yu, 45.



E

All suspects were arrested during the service of the search warrant and were booked into the Colusa County Jail on the charges of conspiracy to commit a crime and the illegal cultivation of marijuana, according to the Colusa County Sheriff's Office.



The investigation is ongoing.

If anyone has information about the illegal marijuana grow operation, please contact Sergeant Arnold Navarro at 530-458-0200.

Ariana Powell

Weekend assignment desk editor and web producer

EXHIBIT F.

City Council approves zoning for cannabis park

By Susan Meeker

July 24, 2019

EXHIBIT F

The Colusa City Council last week rezoned about 84 acres adjacent to the Sacramento River on East Clay Street from residential to light industrial to pave the way for the proposed 1.4 million square-foot Triple Crown Cannabis Research and Development Park.

The rezoning would allow the developers to scrap their previous plan to build a large residential project, originally pitched to the city during the booming housing market, in order to invest in the growing cannabis market.

Instead of 257 new homes, the Triple Crown project would include 14 to 17 "state-of-the-art" greenhouses for the cultivation of marijuana, as well as facilities for the manufacturing, research, and development of cannabis products, and a "state-of-the-art" testing lab.

The City Council also voted 4-0, with Councilman Dave Markss absent, to adopt the mitigated negative declaration prepared by Oakland-based Horizon Water and Environment, LLC, who determined that the impacts of such a large marijuana operation on air quality, water quality, utility and service systems, greenhouse gas emissions, storm drainage, wildlife, recreation, traffic, public health, and public safety would be insignificant with proper mitigation.

A monitoring and reporting program to ensure that the mitigation measures identified in the report are carried out as the project develops was also approved 4-0, upon the recommendation of the Colusa Planning Commission.

The Triple Crown project would be constructed in phases as market and investment opportunities demand, and would be subject to a host of required state and local permits, officials said.

According to Horizons report, the project could include, in addition to greenhouses for marijuana cultivation and processing, a 45,000 square-foot facility for research, development, and training, a 40,000 square-foot warehouse and distribution center, and a 30,000 square-foot administration building.

Seepage of water under the levee, odor, human exposure to hazardous materials, noise, and traffic are among the major challenges that will have to be mitigated, according to the report.

"I personally dont care if they have marijuana processing there, residential housing, or 18 skyscrapers," said Woody Yerxa, who spoke at the July 16 public hearing. "The seepage has to be dealt with.

City officials said concerns about the project, particularly water seepage, would be dealt with during the permitting phase, once the property owner actually submits a project description and design, which has not yet been done.

"Once that does happen, we will assure the seepage is handled," said City Manager Jesse Cain. "Everything is resolvable.

A Colusa resident, who lives on East Clay across from the property, said he is deeply concerned about the impact a marijuana project of this size would have on the city, not to mention his own familys quality of life and his property values.

"I dont like it," he said. "I dont think it is in the best interest of the community.

Among the publics concern with a potentially large cannabis operation within city limits is the odor, as the mitigated negative declaration indicates that just 90 percent " not 100 percent " of marijuanas pungent odor could be filtered to a less than significant level.

In a letter to Colusa officials, Colusa County Community Services Direct Greg Plucker said he also had concerns about the project and the negative mitigated declaration, which he said was not entirely supported by the evidence.



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Plucker requested that the Colusa Planning Commission require a full Environmental Impact Report before they approve such a large project. Among his concerns is the use of highly volatile chemicals, solvents, fertilizers, and pesticides routinely used in the cannabis manufacturing industry.

City officials, however, said the state has stringent criteria for cannabis manufacturing, which includes the handling of chemicals, as well as restrictions on the total number of licenses each cannabis business can hold.

Colusa Mayor Greg Ponciano said each phase of the project would also have to go through the Planning Commission and City Council, and would be regulated and permitted each step of the way.

" We have some safeguards if this was to go forward," Ponciano said. " There would be some safeguards, and part of those safeguards would be the developer agreement and licensing. And it is incumbent on the applicant to mitigate those things, like smell, like security! We are not going into this blindly.

Cain said Colusas cannabis ordinance is written so that the city can review projects annually and ask all cannabis developers to " beef up" mitigation efforts if issues occur at their facilities.

Because last weeks City Council action was only to rezone the property and not to consider any actual project - cannabis or otherwise - city officials were not hesitant to express their relief that the large scale housing project the public has fought against for a decade has effectively been taken off the table.

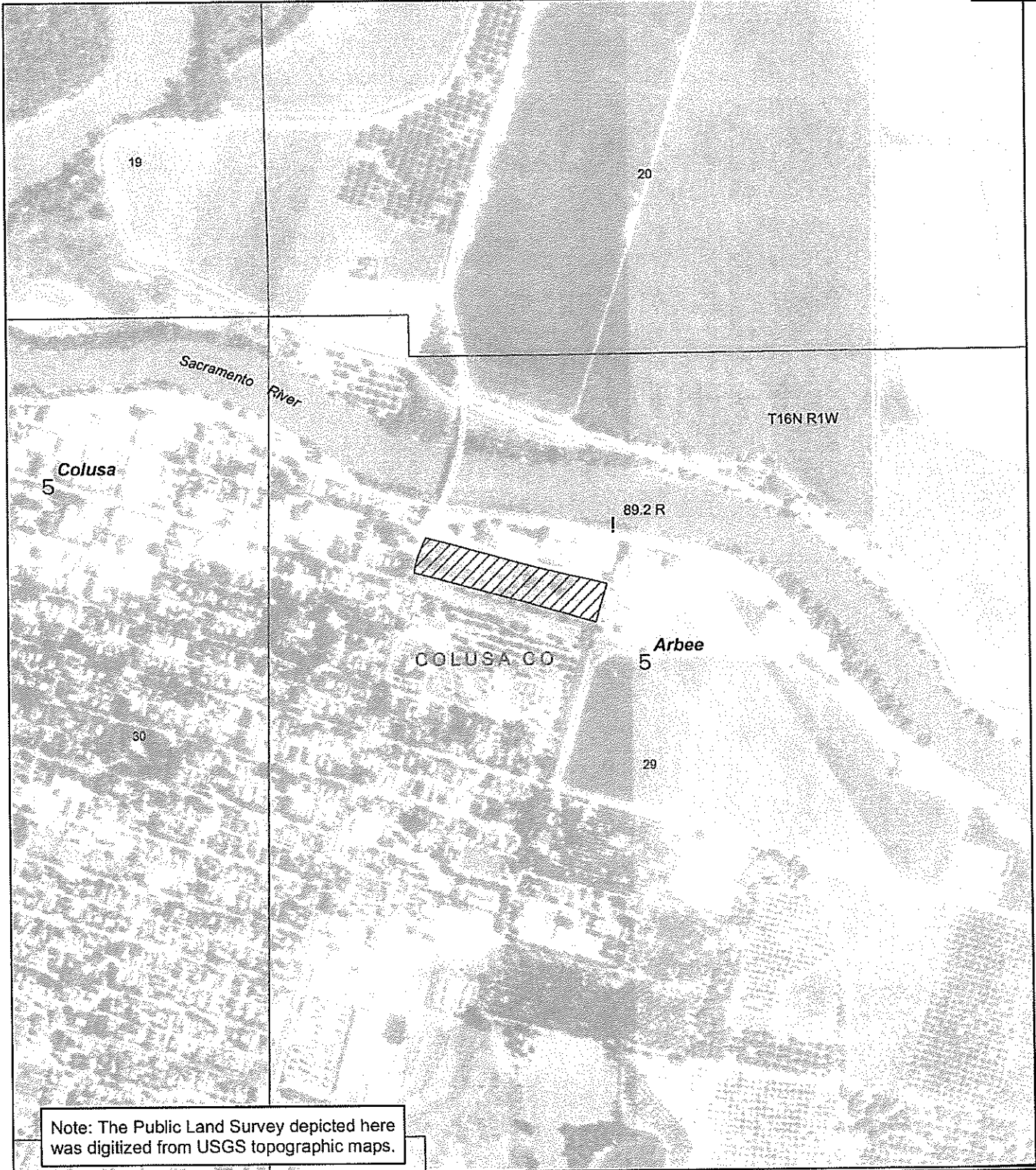
" Im very comfortable making the adjustment from residential," said Councilman Tom Reische. -

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EXHIBIT G

EXHIBIT G

Item 11.



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

King, Laura

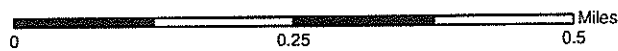
Contract No. 14-06-200-1086Z-R-1
Exhibit B



Contractor's Service Area



Point of Diversion

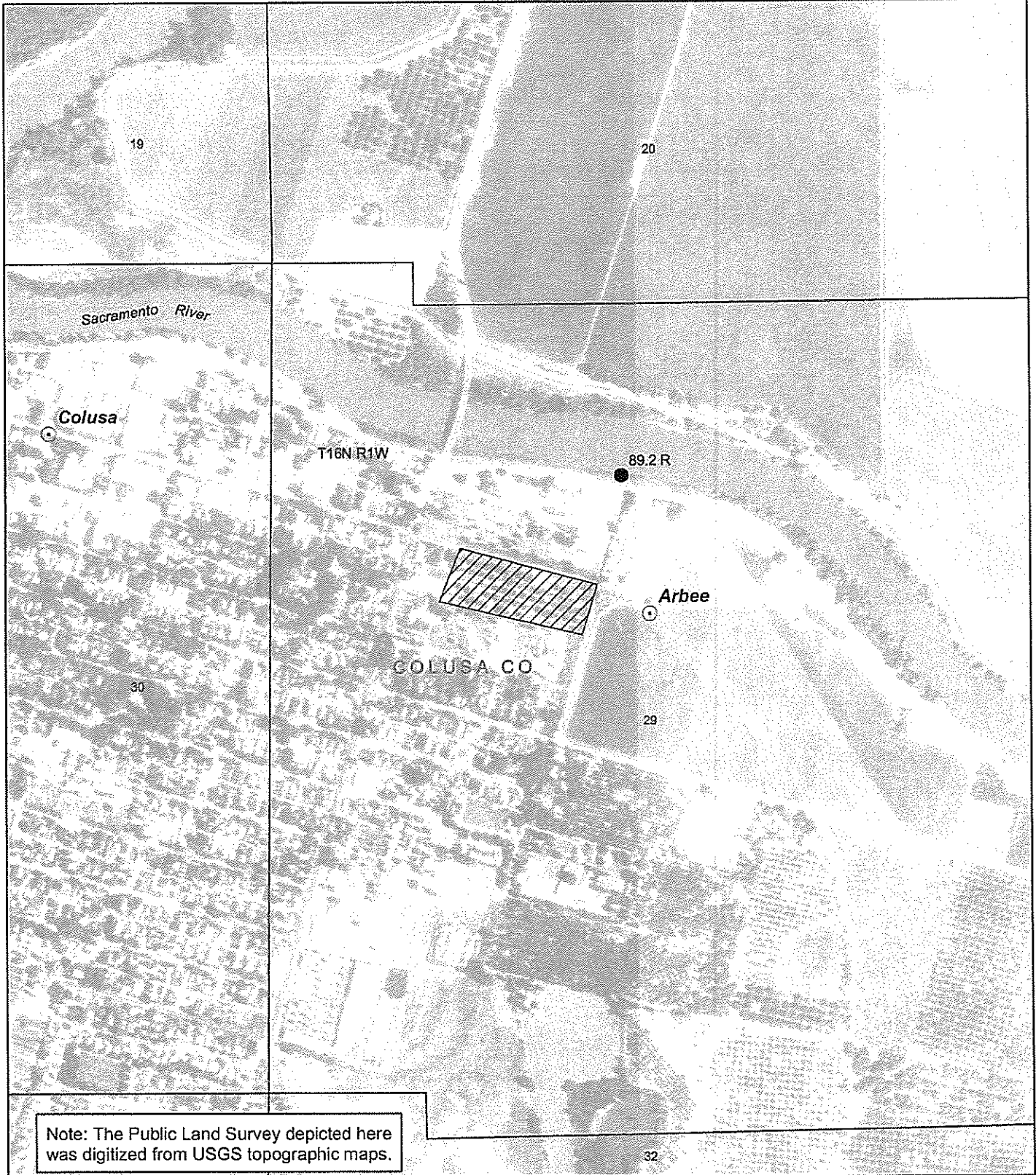


725-202-80



Date: May 19, 2005
File Name: N:\districts\contracts\king_laura\king_laura.mxd

EXHIBIT G

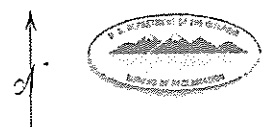
Item 11.



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

-  Contractor's Service Area
-  Point of Diversion

King, Benjamin and Laura
Contract No. 14-06-200-1086Y-R-1
Exhibit B



Date: November 9, 2004
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725-202-79

DATE May 31, 2022

TO: The City of Colusa Planning Commission

SUBJECT: Colusa Triple Crown Cannabis Research and Development Business Park

I attended the May 11, 2022, Planning Commission meeting in regard to the Colusa Triple Crown Cannabis Research and Development Business Park ("project"). The City of Colusa is using a 2019 Initial Study/Mitigated Negative Declaration (2019 IS/MND) to address project impacts, as required under the California Environmental Quality Act (CEQA). I stated during the May 11 meeting that the 2019 document does not sufficiently describe the proposed action based on the 2022 design, and as a result the analysis of impacts is insufficient. Differences in the 2019 proposed action and the current design proposal include: the 2019 proposed action had the buildings spread across the project area in three different locations, while the current proposal has most of the buildings concentrated in the northwest corner of the property; and the 2019 schedule and phasing covered five (5) phases over the course of eight (8) years while the current proposed design is reduced to three (3) phases, which implies more rapid construction schedule, thus compressing the impacts to a shorter time frame. Additionally, it was stated during the May 11 meeting that the analysis within the 2019 document was based on modeling and documentation conducted for a previous proposed project, the 2010 Riverbend Estates, formerly Colusa River Bend Phase II (the housing development.) The housing development was a completely different proposed project, therefore any modeling (such as how surface water flows across and off the property) conducted for that project would be inconsistent with the current proposed project impacts on resources. In addition, modeling conducted over 10+ years ago should not be considered the most up-to-date science and analysis. Beyond that, from my review of the 2019 document none of the modeling was appended to the CEQA document for the public to review, nor does the document indicate that the modeling used for analysis was conducted several years prior to the development of the proposed action. During the May 11 meeting, it was stated by the applicant that the "Hydrology and Water Quality" analysis was based upon the decade old modeling from the housing development, when in fact the 2019 document states that the analysis was based upon information from FEMA mapping, the Sacramento Valley Groundwater Basin subbasin designation, and other generalized regulatory characterizations (pg. 3-96 to 3-104).

There is a limitation period on the use of CEQA documents (see CEQA Statute and Guidelines § 21157.6). CEQA documents must be supplemented, updated, include an addendum, or be redone if the approval of the project was not as described in the master environmental impact report. Specifically, the Guidelines state:

"The master environmental impact report shall not be used for the purposes of this chapter if either of the following has occurred: (1) The certification of the master environmental impact report occurred more than five years prior to the filing of an application for the subsequent project. (2) The filing of an application for the subsequent project occurs following the certification of the master environmental impact report, and the approval of a project that was not described in the master environmental impact report, may affect the adequacy of the environmental review in the master environmental impact report for any subsequent project."

Additionally, the CEQA Statute and Guidelines (§ 21166) states that: "When an environmental impact report has been prepared for a project pursuant to this division, no subsequent or supplemental

environmental impact report shall be required by the lead agency or by any responsible agency, unless one or more of the following events occurs: (a) Substantial changes are proposed in the project which will require major revisions of the environmental impact report. (b) Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report. (c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available."

To adequately follow the CEQA Statute and Guidelines, the City of Colusa must take a hard look at the current proposed project to see if it truly fits within bounds of the 2019 IS/MND and accompanying environmental assessment.

I would also like to raise some issues to the Planning Commission's attention, beyond that the 2019 CEQA document does not adequately describe the current proposed action.

Valley Elderberry Longhorn Beetle: The 2019 IS/MND states that there are two elderberries of note, one within project boundaries, one directly adjacent to the project boundaries. The elderberry is the host plant to the federally protected valley elderberry longhorn beetle (*Desmocerus californicus*) (VELB). The document states that the elderberries are isolated from intact riparian habitat. However, one is located within the dense vegetation growing along the north-northeast of the project boundary, near the buildings to be demolished. While this stand of vegetation is not cohesive with the riparian vegetation on the water side of the levee, it is close enough to provide similar habitat benefits to those wildlife species that utilize the area. If the plans handed out during the May 11, 2022, meeting are accurate, that elderberry shrub and the surrounding vegetation will be removed, triggering the need to mitigate for the impacts to VELB via the host elderberry plant, if not for the impacts to the surrounding vegetation.

If there are impacts to elderberries, it is required to consult with U.S. Fish and Wildlife Service (USFWS) under Section 10 due to anticipated impacts to VELB, a species listed under the Endangered Species Act, prior to any action taken against elderberries, the host plant of the VELB. Nowhere in the documentation do I see that the applicant or the City of Colusa Planning Commission has started the required consultation process with USFWS under Section 10 of the Endangered Species Act for effects to the listed VELB. Nor is the USFWS listed on page 3-2 of the document as an "Other Public Agency whose Approval or Input May Be Needed". If "take" (i.e., "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct") occurs without consultation with USFWS under Section 10 of the Endangered Species Act, criminal violations may result in imprisonment and a fine of up to \$50,000.

If impacts to any elderberry shrub is not avoidable (e.g., shrub must be removed or heavily trimmed), and Mitigation Measure BIO-2 is implemented, applicant must consult with USFWS under Section 10 of the Endangered Species Act to coordinate appropriate mitigation prior to any action taken. USFWS will need to approve location for transplantation of shrub(s) and likely notify the applicant of appropriate mitigation for transplantation (often either buying credits from a mitigation bank or adding additional plantings of elderberry shrubs and/or other riparian plants in conjunction with the transplanted shrub.) Mitigation of a single elderberry shrub can cost between \$10,000 and \$50,000, depending on the mitigation compensation agreed upon under consultation with USFWS.

Western Yellow-billed Cuckoo: Western yellow-billed cuckoo (*Coccyzus americanus*) is listed as Threatened under the Federal Endangered Species Act and listed as Endangered in California under the California Endangered Species Act. The riparian corridor to the north provides suitable stopover habitat, along with the vegetation near and on the north-northeastern edge of the project footprint. The project occurs well within the defined summer range for the yellow-billed cuckoo; transient individuals and nesting pairs could use the area for foraging and migration corridors. The document states that, while nesting impacts are not anticipated (due to BIO-3), it is possible that noise and vibration could have impacts, and that the implementation of mitigation measures BIO-1 through BIO-5 would reduce these impacts to less than significant with mitigation (pg. 3-173). Bio-1 and Bio-2 refer to impacts to VELB and the host elderberry plant. Bio-3 is appropriate in regard to bird surveys noting potential nests but has nothing to do with the reduction of noise or vibration effects on sensitive bird species such as the Western yellow-billed cuckoo. Bio-4 is for Swainson's Hawk only. There is no BIO-5 mitigation measure in the document. None of the above impacts address non-nesting impacts to the Western yellow-billed cuckoo. NOI-1 is the Implementation of Buffers between Sensitive Receptors and the Proposed Project Construction Equipment; however, the document does not list wildlife as a sensitive receptor, and in the case of Endangered Species listed species, they should be considered as such. The document does not detail how mitigation measures such as NOI-1 might reduce impacts of noise and vibration on ESA listed species, which could lead to "take" and a violation under the Endangered Species Act. The applicant should consult with USFWS on potential affects to the Western yellow-billed cuckoo to avoid take on the listed species.

Migratory Bird Surveys: Typical nesting surveys should be done within 48 hours of commencing activity/work on the ground, not two weeks. Two weeks is long enough to allow nesting migratory birds enough time to build a nest and lay eggs. Once the nest is active, the buffer must be established and maintained until baby birds have fledged.

Bats: The table "Mitigation Monitoring and Reporting Program" is missing mitigation measures for bats. Several species of bat are identified by California Department of Fish and Wildlife (CDFW) as species of special concern. Mature trees that may provide suitable roost cavities for pallid bats (*Antrozous pallidus*) and other trees with suitable foliage for roosting by western red bats (*Lasiurus blossevillei*) occur in and adjacent to the project area. It is possible this habitat would support a maternity colony; removal of a maternity colony could result in loss of a large number of individuals of special-status bats, potentially having a substantial adverse impact on the local population under CEQA. Implementing mitigation measures will reduce potentially significant effects on roosting special-status bats under CEQA to a less-than-significant level by implementing appropriate buffers around active roosts that could be affected by project activities. Some example language from similar documentation that could be utilized to reduce impacts to sensitive bat species follows:

- o The applicant will implement the following measures, to avoid and minimize effects on special-status bats:
 - Wherever feasible, the applicant will conduct construction activities outside of the pupping season for bats (generally April 1 to August 31).
 - Designated environmental biologists will specify which trees slated for removal contain suitable bat roosting habitat. Trees indicated for removal that are not identified as suitable bat habitat can be removed using normal methods.
 - Live trees that are indicated to contain roosting habitat shall be removed in a two-phase process. The first day, under the supervision of the biological monitor, remove limbs and branches that do not contain cavities, cracks, crevices, or deep bark fissures that can provide roosting habitat. On the second day remove the remainder of the tree by gently

lowering the tree to the ground, under the supervision of the biological monitor. If it is not feasible to remove a tree using the two-phased approach, limbs containing habitat features should be removed and gently lowered to the ground in a location where they are not likely to be crushed or disturbed by the felling of the tree and left undisturbed for the next 48-hours.

- Standing dead trees or snags with habitat features should be removed over a single day by gently lowering the tree or snag to the ground. The tree or snag should be left undisturbed on the site for the next 48-hours.
- For trees containing suitable bat roosting habitat that will be trimmed, trimming shall be conducted in the presence of a biological monitor. If trimming results in the removal of vegetation that contains potential bat habitat, vegetation should be gently lowered to the ground and left near the tree for 48-hours prior to removal, if feasible. If the vegetation cannot be left for 48-hours, the biological monitor shall survey the vegetation for the presence of bats. If any bats are found within the vegetation, the vegetation must be left for 48-hours (or CDFW should be called for guidance regarding relocation of the bat dependent on urgency for removal).
- If removal of trees must occur during the bat pupping season, within 30 days of tree removal activities, all trees to be removed will be surveyed by a qualified biological monitor for the presence of features that may function as special-status bat maternity roosting habitat. Trees that do not contain potential special-status maternity roosting habitat may be removed. For trees that contain suitable special-status bat maternity roosting habitat, surveys for active maternity roosts shall be conducted by the designated biological monitor in trees designated for removal. The surveys shall be conducted from dusk until dark.
- If any special-status species bat maternity roost is located, appropriate buffers must be established by clearly marking the buffer area. The buffer area must be a minimum of 100 feet outside the tree containing the maternity roost. No contract activities shall commence within the buffer areas until the end of pupping season (September 1st), or the biological monitor confirms that the maternity roost is no longer active.
- If construction activities must occur within the buffer, the biological monitor must monitor activities either continuously or periodically during the work, which will be determined by the biological monitor. The biological monitor would be empowered to stop activities that, in their opinion, would cause unanticipated adverse effects on special status bats. If construction activities are stopped, the biological monitor would inform the City of Colusa Planning Commission, and CDFW would be consulted to determine appropriate measures to implement to avoid adverse effects.
- The biological monitor must attend a meeting with Planning Commission's designated environmental personnel prior to tree removal to discuss the intent and implementation of measures to protect special status bat species. This can be part of the preparatory meeting held prior to tree removal.
- The designated environmental personnel will provide the biological monitor with data sheets that must be used to document removal of trees identified as potential roosting habitat. At minimum, the biological monitor should document the following information: weather conditions, date, and time of removal for each tree, method(s) of removal for each tree and reasoning, equipment used, and any other biological observations of note. The biological monitor should also take photos pre- and post-felling of each tree identified as potential roosting habitat.

- Biological monitors for tree removal outside pupping season must have familiarity with bat ecology and habitat requirements. Biological monitors for tree removal during pupping season must have prior experience surveying and monitoring for bats and must be approved by the City of Colusa Planning Commission. The biological monitors must also have a degree (Bachelors of Science or higher) in biology, ecology, wildlife biology, or related fields. They must have a minimum of 3 years field experience using USFWS and CDFW techniques and experience with the wildlife species likely to be encountered on the site.

Burrowing Owls: The 2019 document does not discuss burrowing owls (*Athene cunicularia*), which are a state special species of concern and have also been petitioned to be listed under the California Endangered Species Act. The areas within the project footprint that have been left undisturbed, such as the areas near the levee and amongst the old buildings to the north-northeast, are areas that would have potential to have burrowing owls. Impacts to burrowing owls and their habitat and the mitigation for those impacts must be coordinated with CDFW. Recommended mitigation measures from similar documentation could include:

- Prior to the implementation of construction, surveys would be conducted to determine the presence of burrows or signs of burrowing owls at the project site. A habitat assessment and any proceeding surveys would be conducted in accordance with Appendix D of the Staff Report on Burrowing Owl Mitigation (CDFG 2012).
- If burrowing owls are observed, coordination with the California Department of Fish and Wildlife (CDFW) would be initiated to determine the appropriate actions to take or any additional avoidance and minimization measures that may need to occur. These measures may include creating a protective buffer around occupied burrows during the duration of the breeding/juvenile rearing season and biological monitoring of active burrows to ensure that construction activities do not result in adverse effects on nesting burrowing owls.
- If potential burrows are present, all on-site construction personnel would be instructed on the potential presence of burrowing owls, identification of these owls and their habitat, and the importance of minimizing impacts on burrowing owls and their habitat.

Tribal Consultation: In 2019, six tribes (provided in a list from the Native American Heritage Commission) were notified of the project through mailed letters. At the time of the publication of the 2019 IS/MND, none of the tribes that were contacted had responded. Given the period of time that has elapsed since then and the changes in design from 2019 to 2022, it would behoove the applicant and the Planning Commission to reach out to the tribes again and recommend calling and/or emailing the tribal environmental and/or cultural staff for each listed tribe, beyond just mailing letters for a true good faith effort in the state mandated tribal consultation (i.e., tribal consultation under AB 52)¹. It is highly recommended by cultural resources professionals to send more than one consultation notice to ensure the tribes receive the notice. On a note related to tribes and cultural resources, nowhere in the document does it state that the applicant would have a cultural resources monitor on site during construction, monitoring for potential cultural resources. Without a cultural monitor, Mitigation

¹ Please note: For compliance under AB-52 Tribal Consultation, within 14 days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a lead entity or agency must provide formal notification to the designated contact or tribal representative of traditionally and culturally affiliated California native American Tribes that have requested notice.

Measures CR-1 through CR-3 would need to be determined by non-trained personnel, which could lead to missing or misidentifying cultural resources during construction.

I strongly urge the City of Colusa Planning Commission to consider the above when deciding the sufficiency of the 2019 IS/MND to cover activities being proposed in the current design. If the Planning Commission decides to move forward with the current proposed project using the 2019 IS/MND, I urge the Commission to consider the issues listed above for biological and cultural/tribal resources.

Thank you,

Mariah Brumbaugh

Email: mariahgarr@yahoo.com

Phone: 530-570-3764

Colusa Planning

From: Julie Garofalo <jagarofalo85@gmail.com>
Sent: Thursday, June 16, 2022 6:30 PM
To: rselover@selovers.com; City Manager; Colusa Planning; City Clerk; rrj@jones-mayer.com
Subject: Riverbend Estates, LLC - Planning Commission Public Comment (6/22/2022)
Attachments: JGarofalo_PlanningCommission_PublicComment_June22_2022.pdf;
FEMA_Firm_Map_Released_June10_2022.pdf

Hi All,

Thank you for listening to my public comments during the May 11, 2022 Planning Commission meeting. I have attached those comments, as well as my revised responses following that meeting, as Exhibit A.

Since the May meeting, there have been very recent developments regarding the FEMA flood zone designation in the Colusa area. On June 10, 2022, FEMA publicly released the new flood maps, which indicate the proposed project area for Riverbend Estates is located in Flood Zone AE, with base flood elevations determined during a 100-year storm event.

Prepared by a reputable civil engineer with 20+ years of experience in levee design and flood protection infrastructure projects, I have attached Exhibit B that provides design considerations and concerns for this project based on the new flood mapping.

While the purpose of this project on the agenda is to pass a Development Agreement to allow cannabis cultivation on this property, I believe that the City and the landowner should re-engage with the USACE and the CVFPB, and other agencies as appropriate, as soon as possible to determine if the project, as proposed, would have any impacts to through seepage or underseepage and/or the integrity of the levee, based on results of the updated FEMA flood mapping. Setback criteria may have changed, and the project design may need to change (potentially significantly) to meet any new criteria or address flooding concerns.

I am requesting that this email and all attachments to this email are incorporated into the public record and provided to the Planning Commission for the meeting to be held on June 22, 2022.

Thank you,

--

Julie A. Garofalo, PG, CHG
Associate Hydrogeologist
Ph: 916.752.2617

June 16, 2022

City of Colusa – Planning Commission
425 Webster St.
Colusa, CA 95932

RE: Public Comment and Response to Riverbend Estates, LLC’s Cannabis Research and Development Business Park – Planning Commission Meeting on June 22, 2022

Dear Planning Commission,

I am a licensed Professional Geologist and Certified Hydrogeologist in the State of California, with over ten years’ experience in preparing groundwater evaluations for water supply assessments, environmental document preparation, and surface water-groundwater interaction.

I have reviewed the IS/MND report (2019) prepared for the proposed Triple Crown Cannabis Research and Development Business Park, and the revised design for the JAC/Colusa Farms Cannabis Facility (as presented at the May 11, 2022, Planning Commission meeting). My public comments from the May 11th meeting and my follow-up comments are provided in **Exhibit A** (attached). My independent review indicates there was inadequate analysis of the groundwater-surface water interaction and potential impacts during operation of the agricultural well, failure to assess impacts to neighboring properties’ shallow domestic wells and septic systems from the 13-acre detention basin, and failure to assess for changes in flow patterns of levee through-seepage and underseepage water due to the planned construction of impervious surfaces.

FEMA has very recently completed its flood modeling and evaluation for the Colusa area and publicly released an updated flood zoning map on June 10, 2022. The majority of the total 83-acre project area, formerly mapped in Zone X, is now located in Zone AE (see attached **Exhibit B**). The design documents for this project indicate a finished building pad elevation of 56 feet, with adjacent site grading likely to be lower, all below the 100-year base flood elevation of 57 feet (NAVD88). Furthermore, the planned sewer pipes are within Zone AE, which could impact downstream City sewer lines, or the sewer pipes would become unavailable for discharge of excess irrigation water from the project during flood events.

An independent review by a reputable civil engineer with 20+ years of experience in levee design and flood protection infrastructure indicates that this project, as proposed, has the potential to exacerbate the underseepage and affect the level of protection provided by the Sacramento River levee.

Since the FEMA flood zoning has changed since the release of the IS/MND report, it is imperative that the City and the landowner re-engage with the U.S. Army Corps of Engineers (USACE) and the Central Valley Flood Protection Board (CVFPB) to determine how the proposed project may impact underseepage and flooding potential, and to ensure that public safety in our community is maintained.

I appreciate your consideration in addressing these concerns and am available to answer any questions.

Thank you,



Julie A. Garofalo, PG, CHG

EXHIBIT A

Public Comment and Response to Colusa Triple Crown Cannabis Research and Development Business Park IS/MND Report (2019), following the May 11, 2022 Planning Commission Meeting

I, Julie Garofalo, am a licensed Professional Geologist and Certified Hydrogeologist in the State of California. In my professional career, I have had the opportunity to work with many different land developers on the water supply side of projects. I have experience in preparing Water Supply Assessments, and environmental documents such as Notice of Exemption (NOI) and Initial Study/Mitigated Negative Declaration (IS/MND) reports. Upon review of the IS/MND report prepared in February 2019 for this project, I have identified several deficiencies in the report and project design that cause great concern.

I. Groundwater-Surface Water Interaction

- 1) The IS/MND report suggests that **groundwater levels within the proposed Project area are heavily influenced by surface water elevations in the Sacramento River**. No analysis was provided to support this finding or show the correlation between groundwater and surface water elevations, or showing historical seasonal highs and lows of the groundwater table during wet and dry periods.

- 2) The Project identifies an existing agricultural well to provide irrigation water for cannabis plant cultivation. The report indicates the well has a reported capacity of 1,450 gallons per minute (gpm), but no information was provided on the construction details of the well, such as how deep the well was drilled, the depth of the well screen intervals where the well is drawing groundwater from the aquifers, or the depth of the cement sanitary seal to protect against contamination from the surface. The well is located adjacent to the levee of the Sacramento River. **No analysis was provided in the IS/MND regarding the potential connection of the Property agricultural well to the Sacramento River.**

- 3) Page 3-106 of the IS/MND states that *“The Proposed Project’s location in close proximity to the Sacramento River may also mitigate any localized lowering of the groundwater table that could occur, since groundwater levels in this area are heavily influenced by the river. Overall, this impact would be less than significant.”* This statement implies a connection of the well’s aquifers to the streamflow from well operation. **No analysis was provided to quantify the potential for surface water-groundwater interaction during operation of the Property agricultural well to support that statement.** ANY degree of streamflow depletion is considered an environmental impact that should be quantified in the IS/MND. Furthermore, the determined surface water-groundwater interaction should be confirmed if the proposed project will meet the goals and objectives of the Sustainable Groundwater Management Act (SGMA) and the Groundwater Sustainability Agencies (GSAs) within the Colusa Subbasin.

II. Property Water System

- 4) Page 2-16 states that for startup operations, “approximately 20-percent of [the total water supply] water would be discharged from the cultivation and nursery facilities (27,808 gpd and 7,400 gpd, respectively)... Once the facilities are in operation... approximately 85-percent of the discharged water would be recycled.” **The report does not state WHERE the remaining excess irrigation water would be discharged to** from these cultivation and nursery facilities, so the potential risk or impacts from the discharged water from the Property cannot be fully assessed from this IS/MND unless the discharge location is stated.
- a. Follow-up from the Planning Commission’s meeting on May 11, 2022: The Project owner stated during public comment that the excess irrigation water would be discharged to the sewer force main, which ultimately directs waste out to the City’s Water Treatment Plant. The Project owner did not state what potential chemicals and/or contaminants, if any, could be in the discharged water, or who would be responsible for water quality monitoring of the discharge. Depending on the final design, the sewer pipes may become unavailable for discharge during 100-year flood events, based on recent FEMA flood elevation mapping.

III. Property Storm Drain System

- 5) The Proposed Project indicates that a 13-acre stormwater detention area would be constructed near the southwest corner of the property, and a lift pump station would direct stormwater from the basin into a new City 10-inch force main that connects to the City’s existing 42-inch main line on Bridge Street. Following work on the storm drain line along Bridge Street, localized areas of flooding from backup of the storm drain system have been observed to still occur during high precipitation events. The Proposed Project also indicates that a swale would be constructed along the southern site boundary, and that in the event of overflow from the detention area, the swale would convey excess flows to two existing 18-inch culverts under East Clay Street. Since this IS/MND was released, these culverts are overgrown, and some areas have been backfilled south of the Proposed Project. The second culvert beneath Oak Street has since been filled in during recent planting of an orchard. **The Proposed Project currently does not have a backup discharge location should the City’s storm drain system be stressed at capacity.**
- a. Follow-up from the Planning Commission’s meeting on May 11, 2022: The Project owner stated that he would just have the culvert under Oak Street dug out again, with the ultimate location out to Lindhurst’s pond located on private property (part of a former slough channel). The Project owner had a written agreement in place for discharging excess surface water runoff from the Project to his pond; however, the property owner has since passed away. The Project owner claims that the property owner’s daughter may be willing to uphold the discharge agreement. In my opinion, the Project owner should be required by the City to supply an updated agreement with the current property owner. **Having a definitive location (with redundancy) to discharge surface water runoff is a critical aspect of this Project to avoid negative impacts to neighboring properties.**

- 6) **No analysis was provided to indicate the volume the lift pump station would need to operate at to prevent overflow of the proposed detention basin, and no contingencies plans are in place to mitigate flooding risks to residences located adjacent to the Proposed Project.** (The potential volumes of water in storage in the onsite reservoir could be: 13ac x 1' depth = 4.2 MG; x 2' depth = 8.5 MG; x 3' depth = 12.7 MG. For reference, the Colusa elevated storage tanks have a combined capacity of 250,000 gal).
- a. Follow-up from the Planning Commission's meeting on May 11, 2022: Although the IS/MND states that the final engineering design of the detention basin would be completed at a later date, the City is not requiring the Project owner to submit final engineering design documents to the City Planning Commission for approval. Since the proposed Project has the potential to impact neighboring residents with flooding, and because the Project is proposing to discharge water from the detention basin to the City's force main, **it is in my opinion that the City should request final engineering design documents be submitted by the Project owner to the City for pre-approval prior to construction.**
- 7) The underlying static groundwater levels were reported in the IS/MND to be at depths of approximately 4.5-5.5 feet below ground surface in April of 2011, which was the onset of the 2011-2014 drought. During wet years, the groundwater levels can be near or even at ground surface, and underflow seepage and overland flow have been visually observed by residents across the Project property and flowing over the surface of Oak Street towards the south. **The proposed 13-acre detention basin poses significant potential risk for contamination by having the potential to create a direct connection between runoff water retained in the Project basin to the underlying groundwater aquifer system.**
- 8) The IS/MND study failed to identify nearby domestic wells and septic systems that are adjacent to and in close proximity to the proposed Project. DWR Water Well Driller's Reports (which are publicly available and easy to locate online) indicates that domestic wells exist immediately adjacent to the proposed 13-acre detention basin. All the residences in the Goad's Extension (eastside of Bridge Street) are on septic systems. **No analysis was conducted to determine the potential impacts to water quality of nearby domestic wells or for the potential to cause migration of nitrate plumes from the septic systems from the hydrostatic pressures that may be induced from the adjacent 13-acre detention basin, or the changed flow patterns of underseepage from the construction of impervious surfaces across the entire 83-acre project area.**

IV. Local Laws, Regulations, and Policies

- 9) The City of Colusa General Plan's Land Use Chapter, Policy LU 4-2, states that *"The City shall require a 200-500 foot residential buffer, based on the type of agricultural use and the method of pesticide application."* **Several private residences are located within that 200-500-foot buffer immediately adjacent to (west and south) of the Project that the IS/MND failed to identify and assess for potential impacts as they relate to the proposed land use.**

- 10) The City of Colusa General Plan’s Parks, Recreation and Resource Conservation Chapter includes goals, policies, and implementing actions for open space. The City’s Policy PRC-1 states that *“The City shall require that new development be designed and constructed to preserve the types of areas and features as open space to the maximum extent feasible... including scenic corridors, and wetlands and riparian vegetation.”* The Sacramento River levee is a scenic corridor that provides a beautiful path for residents to enjoy a walk or bike ride along the river. Furthermore, wildlife, such as deer and coyotes, are a common site as they cross the levee to graze in fields adjacent to the levee. The iconic Sutter Buttes serve as the backdrop behind the levee that residents along Oak Street have the pleasure of seeing. **The Proposed Project with an iron-barricaded 83-acre facility with the City’s approval of up to 40-foot-tall structures does not support the preservation of our scenic corridor and is inconsistent with the City’s General Plan policies.** Our beautiful riverfront is unique, and the dozen or so residents I have personally talked to, whether they are in support or are against cannabis operations within the City, state that the Riverbend area is not an appropriate place to have cannabis operations, as the Project would ruin the aesthetics of our scenic river corridor along the levee and would not promote a desirable and unique family-oriented outdoor recreational area that Colusa is known for.

V. Conclusion

I do not believe that the City can enter an agreement to allow this Project, as designed, without conducting further assessment and evaluating the Project design while considering the updated FEMA flood mapping. We cannot make such heavy-weight decisions now and figure out the rest of the details later. This approach has not worked well for the City thus far, with several years of ongoing citizen complaints for pungent odors emanating from cannabis facilities within the City, despite the City’s promise to the public that the cannabis project owners would be held accountable. The impact to crime rate within the City from additional cannabis operations has not been adequately studied, nor the potential impacts to our local police force, which is currently severely understaffed with only seven full-time officers (including the Police Chief), with a reported total of 12 officers recommended for our City.

To help protect the citizens of Colusa and the environment in which we live, we kindly request the following of the City:

- 1) **Require the Project Owner conduct further detailed assessment of potential impacts of their Proposed Project that were deficient in the IS/MND and propose mitigation strategies that adequately address such.**
- 2) **The City and property owner should coordinate with the USACE and CVFPB, and other appropriate flood protection agencies, to evaluate the new FEMA flood mapping and determine how the proposed project may affect the current level of flood protection to our community.**
- 3) **We ask that the City not enter into any additional agreements, including for this project, or approve any additional cannabis ordinances until the issues with the existing cannabis facilities within the City have been satisfactorily addressed.**

EXHIBIT B

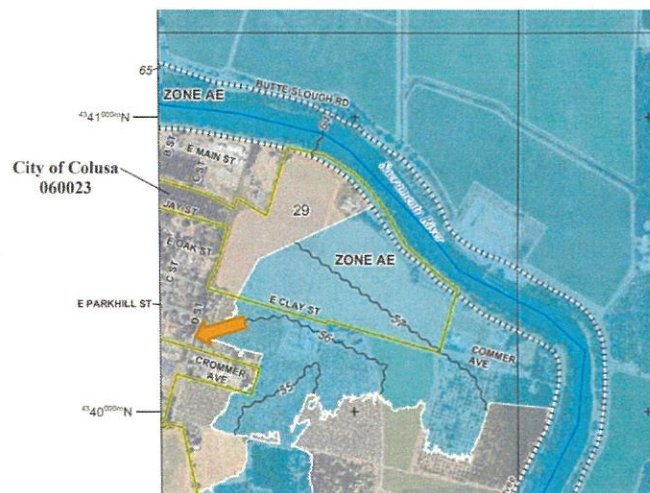
Comments Regarding the JAC/Colusa Farms Project Site Drainage, Site Flooding and Levee Considerations

Site Drainage

The exhibits do not provide details regarding how on-site drainage is to be addressed. There is a proposed tile drainage system located 100 feet from the levee toe to receive and convey seepage water from the Sacramento River right bank levee, but no details are provided for this system. Questions include how is the seepage water ultimately disposed of? What flow or volume of seepage water is anticipated during a highwater event? How does the site intend to drain and treat (per California Regional Water Quality Requirements) local runoff?

Site Flooding

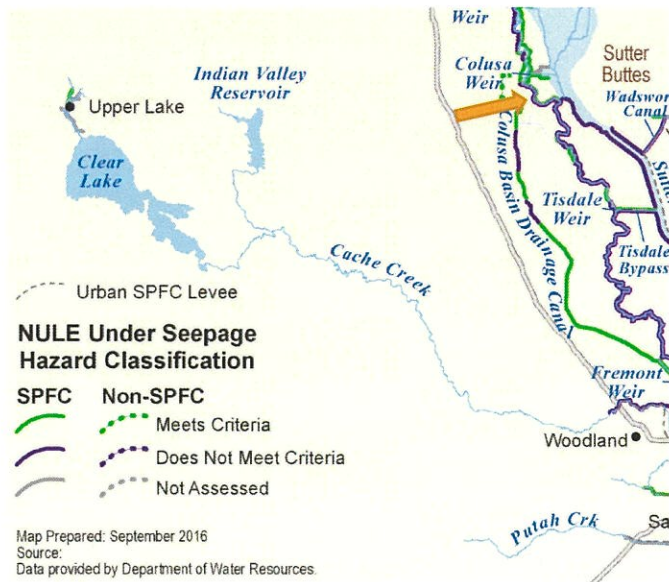
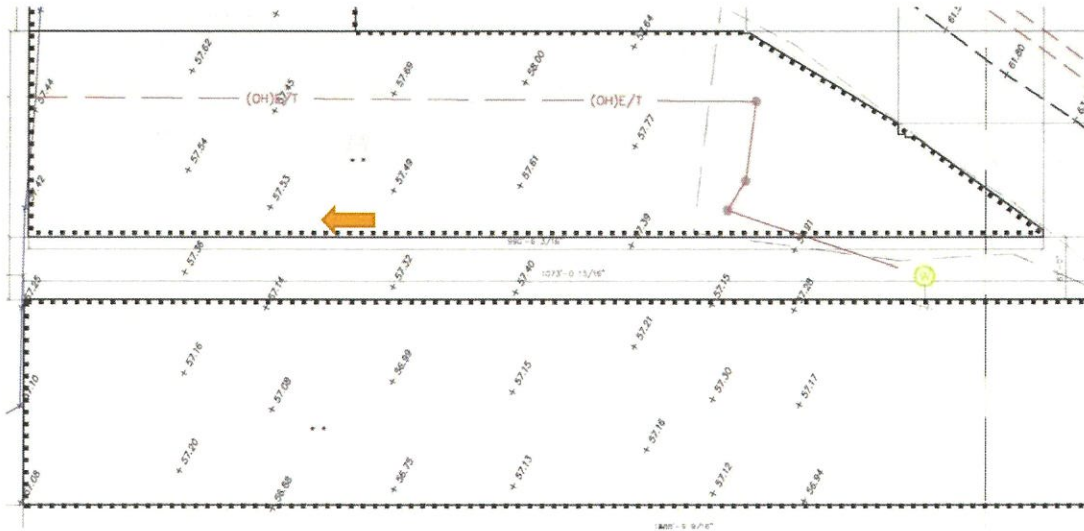
Parts of the property are situated in FEMA Zone AE with respect to flooding. The base flood elevation has been determined (recently) to be elevation 57 feet (NAVD88):



The building pads are currently established at 56 feet. Datum information is not provided in the exhibits but is assumed to be NAVD 88 (similar to FEMA Mapping in the area), which could place them in the floodplain. See snippet below from Design Review Exhibits:



Existing ground is at elevation 57/58 feet (see snippet below, datum also unknown), so they may be lowering the grade at the building pad elevations. To facilitate site drainage, it is assumed that elevations throughout the site (outside of the buildings) would be below that of the building pads (no finish grade information was provided in the exhibits). **Lowering the grade exacerbates underseepage potential at the Sacramento River right bank levee.** Underseepage gradients are directly related to the elevation of the landside toe area (even at locations several hundred feet from the actual levee toe). This project may also be reducing any overburden blanket soil layer that serves to resist underseepage gradients. **This could increase the potential for levee failure due to seepage during a high-water event.**

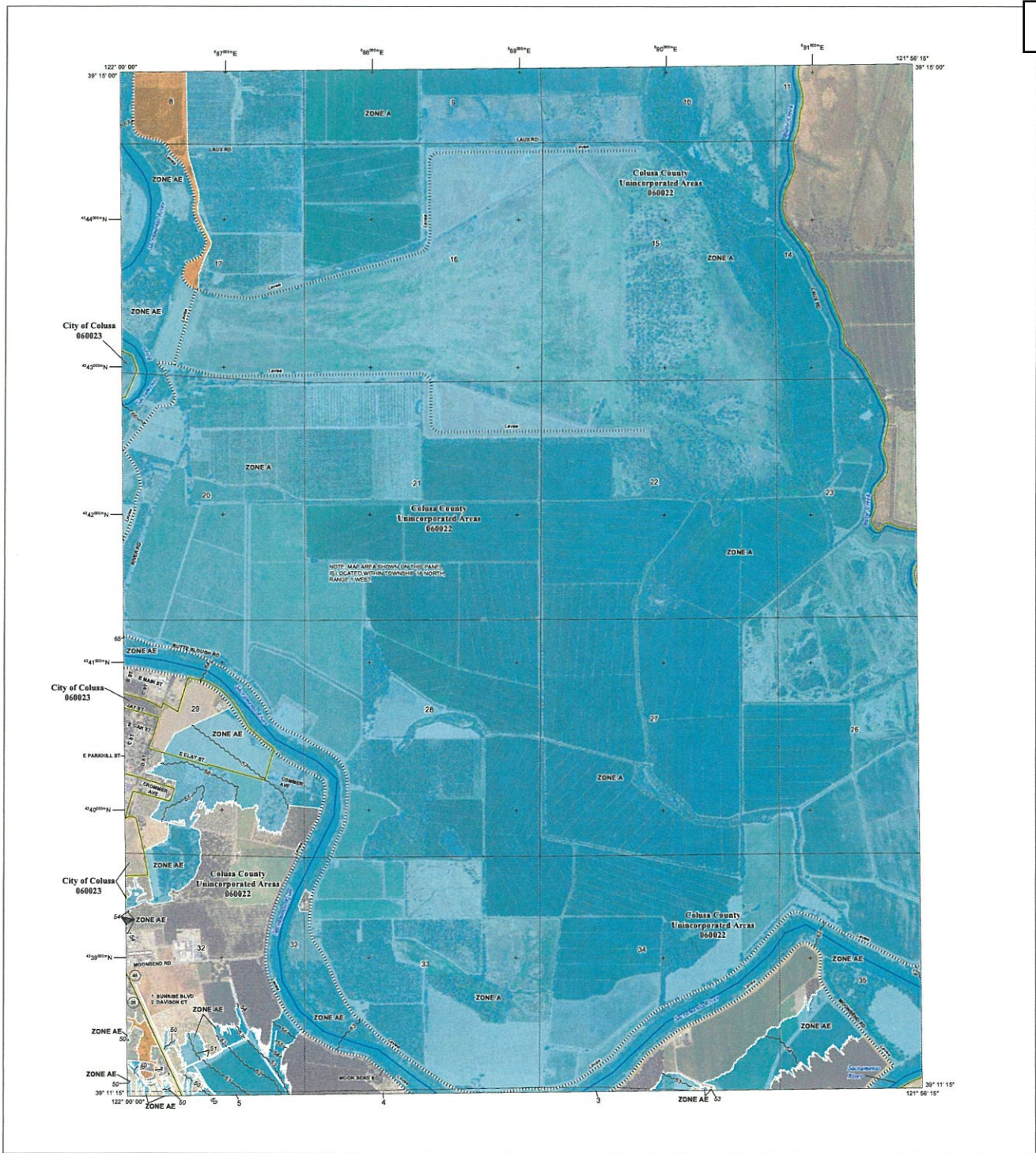


The Department of Water Resources' (DWR) 2016 Non-Urban Levee Evaluations Program found that the levee through this stretch of the river is susceptible to underseepage (see arrow). Therefore, **grading and excavations adjacent to the levee could have a potential detrimental impact on levee performance.**

Levee Considerations

The Sacramento River right bank levee is under the jurisdiction of the US Army Corps of Engineers (Sacramento River Flood Control Project) and operated and maintained by the State of California. **Given its current condition (or lack of information showing the levee meets FEMA standards), the levee is not certifiable at this time.** A future project must be initiated to ensure that the levee provides a 100-year level of protection.

If (when) a project to improve the levee is initiated, **levee improvements may require more than the 100-foot of setback currently shown in the design exhibits.** To address the underseepage susceptibility noted above, either a cutoff wall or seepage berm would be required. Geotechnical analysis of the levee may indicate that a berm 300' wide would be required. Alternatively, a cutoff wall could be used to address underseepage, but may be more expensive depending on the availability of soil material in the area. **It is typical (and codified in DWR Urban Levee Design Criteria) to provide a future needs area landward of the improved levee of at least 4x the height of the levee (beyond the levee improvements).**



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

	Without Base Flood Elevation (BFE) Zone X
	With BFE or Depth Zone AE, AO, X1, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes, Zone X
	Area with Flood Risk due to Levee Zone D
	Areas of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

NOTES TO USERS

For information and questions about the Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP), in general, please call the FIRM Mapping and Insurance Helpline at 1-877-FIRM-1 (1-877-336-2777) or visit the FIRM Map Service Center website at <https://firmservice.gov>. Available products may include previously issued Labels of Map Change, a Flood Insurance Study Report, and/or digital versions of the map. Many of these products can be ordered or obtained directly from the website.

Communities ordering and/or updating FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map date refer to the Flood Insurance Study Report for the jurisdiction.

To determine if Flood Insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6822.

Base map information shown on this FIRM was provided in digital format by the United States Department of Agriculture Farm Service Agency (USDA). This information was derived from digital orthorectification of a 1-foot resolution topographic map dated 2016.

NON-ACCREDITED LEVEL SYSTEM: This panel contains a levee system that has not been accredited and is therefore not recognized as reducing the 1-percent annual chance flood hazard.

SCALE

Map Projection:
 Universal Transverse Mercator Zone 10N; North American Datum 1983
 Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 1,000 feet 1:12,000

PANEL LOCATOR

* PANEL NOT PRINTED

NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

COLUSA COUNTY, CALIFORNIA
 And Incorporated Areas
 PANEL 555 of 875

COMMUNITY	NUMBER	PANEL	SUFFIX
COLUSA CITY OF	060023	0555	6
COLUSA COUNTY	060022	0556	6

**PRELIMINARY
 6/10/2022**

VERSION NUMBER: 2.6.4.6
 MAP NUMBER: 0601100555G
 MAP REVISED



City of Colusa California

STAFF REPORT

DATE: November 7, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain City Manager

AGENDA ITEM:

Proposed Development Agreement (“D.A.”) in support of cannabis manufacturing uses in the northeast corner of the city, bordered by the Sacramento River on the north, Clay Street on the south and D street on the west in Colusa on property zoned in the Light Industrial (M1) District

Recommendation: Open the public hearing and introduce, read by title only and waive the full first reading of the proposed Ordinance approving a Development Agreement.

BACKGROUND ANALYSIS:

The property in question was originally zoned R1. In 2019, at the request of the City Council after public input, the property owner and the City of Colusa went through the process to do a general plan amendment and rezone the property to Planned Development / Light Industrial for the purpose of cannabis production. As required by the City’s zoning code for Planned Development areas, a General Development Plan was prepared and approved by the City Council by Ordinance 537.

To obtain a Cannabis Special Use Permit and Cannabis Business Regulatory Permit, the City and applicant are required to enter into a Development Agreement (“DA”). As drafted, the term of the DA would last forty years. The DA contains mutually agreeable terms and provisions defining the obligations and contributions applicable to the City and the Owner. The DA establishes performance requirements, reporting and auditing procedures, monetary compensation to the City, regulations, “City Covenants,” and specific development criteria for the project.

At the August 10th 2022 planning commission meeting the planning commission voted 4-0 recommending to the City Council to enter into a Development Agreement with Colusa Riverbend Estates L.P and Pomona Rio property, LLC. Since that time the Development that is now in front of the City Council has had some minor changes that better suites the City of Colusa, I have include both DA’s, the amended DA and the DA that the planning commission recommended to the City Council for Council review.

BUDGET IMPACT: none

STAFF RECOMMENDATION: Approve an Ordinance of the City Council approving a development agreement between the City of Colusa and Colusa Riverbend Estates and Pomona Rio Property, LLC

ATTACHMENT:

Draft Ordinance

Draft DA

Draft DA from Planning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND COLUSA RIVERBEND ESTATES L.P AND POMONA RIO PROPERTY, LLC RELATIVE TO THE OPERATION OF A CANNABIS CENTER BUSINESS PARK LOCATED AT THE NORTHEAST CORNER OF THE CITY, BORDERED BY THE SACRAMENTO RIVER ON THE NORTH, CLAY STREET ON THE SOUTH, AND D STREET ON THE WEST IN COLUSA

The City Council of the City of Colusa does ordain as follows:

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because:

1. October 30, 2007, the City of Colusa in its capacity as CEQA Lead Agency certified a Master Environmental Impact Report for the City of Colusa General Plan (SCH 2005072145), which document was prepared in accordance with CEQA Guidelines section 15175 and 15176.
2. The City of Colusa, as “Lead Agency,” commissioned the preparation of an Initial Study/Mitigated Negative Declaration (“IS/MND”), dated February 2019, and incorporated herein by reference, to evaluate the potential environmental impacts associated with the Colusa Triple Crown Cannabis Business Park.
3. The IS/MND was prepared in compliance with CEQA Guidelines Sections 15152 & 15168, and identified mitigation measures that would avoid or mitigate the potential environmental effects of the Project to a point where clearly no significant effects would occur, and such mitigation measures are incorporated to the Project herein by reference.
4. On July 16, 2019, in compliance with to CEQA Guidelines Section 15074, the City Council passed Resolution 19-19, adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Colusa Triple Crown Cannabis Business Park and no further environmental review is required.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the 85.60 acre property in the City of Colusa located in the northeast corner of the City, bordered by the Sacramento River on the north, Clay Street on the south, and D Street on the west (“Site”).

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on August 24, 2022, passed a resolution by a vote of 4-0 recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance and the Development Agreement, attached hereto and incorporated by reference herein, by and between the City of Colusa and Colusa Riverbend Estates, LP and Pomona Rio Property, LLC relative to the cultivation and manufacturing of cannabis and cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and Colusa Riverbend Estates, LP and Pomona Rio Property, LLC relative to cannabis manufacturing on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on November 7, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

ATTEST:

SHELLY KITTLE, City Clerk

First Reading:

Second Reading:

Effective Date:

ATTACHED:

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND
COLUSA RIVERBEND ESTATES, LP, AND POMONA RIO PROPERTY, LLC

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Colusa
425 Webster Street
Colusa CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2023 (the "**Execution Date**"), by and between the **CITY OF COLUSA, a California municipal corporation ("City")** and **COLUSA RIVERBEND ESTATES L.P., a California limited partnership, and POMONA RIO PROPERTY, LLC a California limited partnership** (collectively, "**Owner**"). City and Owner are sometimes referenced together herein as the "**Parties**." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "**Party**." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("**Development Agreement Statutes**") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner owns approximately 84 acres in the City of Colusa located in the northeast corner of the City, bordered by the Sacramento River on the north, Clay Street on the south, and D Street on the west, known herein as "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4", as depicted on **Exhibit A** and legally described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Property**").
- D. Owner proposes to develop and operate a business park for cannabis cultivation and processing (the "**Cannabis Center**" or "**Project**") on approximately 84 acres

CANNABIS BUSINESS PARK

of the Property, as described in **Exhibit C** attached hereto and incorporated herein by this reference.

- E. The Cannabis Center will be developed in three (3) phases (each, a "Phase", together, "Phases") with approximately a total of 1,469,546 square feet of building space containing cultivation structures, drying and processing space, warehouses, manufacturing and research facilities, which may be used for all or a combination of such activities as cannabis planting, growing, harvesting, drying, curing, grading, trimming, extracting, manufacture into cannabis products, testing, distribution and transportation. Phase 1 of the Project shall consist of the development of two (2) buildings totaling approximately 401,165 square feet ("**Phase 1**"); Phase 2 of the Project shall consist of the development of an additional three (3) buildings totaling approximately 588,000 square feet ("**Phase 2**"); and Phase 3 of the Project shall consist of the development of a final addition of three (3) buildings totaling approximately 494,000 square feet ("**Phase 3**") (for a total of approximately 1,483,165 square feet in ten (10) buildings).
- F. The Cannabis Center shall operate in accordance with all applicable cannabis laws promulgated in the State of California and in effect on the Execution Date of this Agreement (collectively, the "California Cannabis Laws").
- G. Owner may lease all or portions of the Cannabis Center (such lessees and/or their sublessees are identified here in as "**Tenants**"). Owner may also sell all or portions of the Cannabis Center to third parties ("**Buyers**"). Prior to operating a cannabis manufacturing facility, Tenants and Buyers shall be required to obtain a cannabis manufacturing facility regulatory permit from the City of Colusa. Where appropriate, Owner, Tenants and Buyers shall collectively be referred to in this Agreement as "**Developers**".
- H. Developers will also be required to obtain licenses form the State of California the City's Cannabis Business Regulatory Permits, to the extent such licenses are required by the California Cannabis Laws and are being issued.
- I. On June 6, 2017, the City Council of City adopted Ordinance No. 519 attached hereto as **Exhibit D** and incorporated herein by this reference amending the City Zoning Code and Municipal Code to permit cannabis-related activities and authorize issuance of cannabis-related permits, which among other things: (1) created a new "CM" Cannabis Manufacturing Combining District zoning district (the "CM Combining District"); (2) added a new Section 33.03 to the City Zoning Code authorizing issuance of Cannabis Manufacturing Special Use Permits; (3) added a new Article 21.5 to the Zoning Code providing regulations regarding Cannabis Manufacturing Special Use Permits; (4) added a new Chapter 12F to the Municipal Code authorizing issuance of Cannabis Manufacturing Facilities Regulatory Permits and providing regulations regarding such permits; and (5) added and amended certain defined terms related thereto (collectively, (the "**City Cannabis Law**").

CANNABIS BUSINESS PARK

Page 2 of 38

- J. Land Use Entitlements.
1. Owner has applied to City for the following approvals needed to develop and operate the Project: A General Plan Amendment **was approved and adopted July 16, 2019 Resolution 19-20** to change the land use designation of the Cannabis Center from "Low Density Residential" to "Industrial District" (the "**General Plan Amendment**").
 2. Rezoning **has been approved** to change the zoning for the Cannabis Center from "Planned Development (P-D) District" to "Light Industrial (M-1) District" (the "**M-1 Rezoning**") (but not mentioning the CM District).
 3. Lot line adjustment to merge and reconfigure eight legal parcels into four legal parcels, and to divide the Cannabis Center area into four parcels intended to develop the Project in Phases (the "**Lot Line Adjustment**").
 4. Cannabis Manufacturing Special Use Permit for the Cannabis Center (the "**Special Use Permit**"), submitted with the design review application to the City on March 21, 2022.
 5. Cannabis Manufacturing Facilities Regulatory Use Permit for the Cannabis Center (the "**Regulatory Permit**").
 6. This Development Agreement for the Project.
- K. As part of adopting the City of Colusa General Plan, City previously prepared and certified a Master Environmental Impact Report (the "**MEIR**") pursuant to California Public Resources Code §21000 *et seq.* (the California Environmental Quality Act or "**CEQA**") and Title 14 of the California Code of Regulations, Chapter 3, §15000 *et seq.* (the "**CEQA Guidelines**"). The MEIR evaluated environmental effects of development allowed under the General Plan and identified mitigation measures. The MEIR included analysis of a residential development proposed for the Property (the "**Prior Project**").
- L. Pursuant to CEQA, City prepared a draft Initial Study ("**IS**") and proposed Mitigated Negative Declaration ("**MND**") for the Project (State Clearinghouse No. 2019029059, taking into consideration the MEIR's analysis of the Prior Project and incorporating mitigation measures from the MEIR to the extent applicable to the Project (the "**IS/MND**"). The IS/MND was made available for public review for the period February 13 to March 15, 2019, during which time City received comments. City subsequently considered the comments and prepared responses as appropriate.
- M. City and Owner have agreed that, as a condition of allowing the Cannabis Center, and due to the unique circumstances of the proposed Project, Developers shall pay to the City an annual fixed fee per Phase of the Project, which will cover all activities, including but not limited to, cultivation, manufacturing, warehouse,

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distribution and sale (but no on-site dispensary), research and development, processing, nursery and administration.

- N. Following recommendations by the Colusa Planning Commission adopted at its hearing on May 22, 2019, the Colusa City Council on July 16, 2019, held a duly noticed public hearing and took the following actions requested by Owner (the "**Initial Approvals**", and together with approval of this Agreement, the "**Project Approvals**"):
1. **Mitigated Negative Declaration.** After considering the public comments received by City and in compliance with CEQA, adopted Resolution No. 19-19: (a) adopting the MND as adequate under CEQA to consider approval of the Project Approvals; (b) adopting findings as required by CEQA supporting adoption of the MND; (c) accepting mitigation measures recommended by the MND; and (d) adopting a mitigation monitoring and reporting program ("**Mitigation Program**") to be applied to the Property and the Project.
 2. **Rezoning.** Introduced Ordinance No. 537 (a) approving a General Development Plan Rezoning the Property to M1-PD to allow the Cannabis Center uses proposed by Owner and to the Cannabis Center Site (the "**Rezoning**"), which Ordinance No. 537 at its second reading was adopted by the City Council at a duly noticed public hearing on August 6, 2019 approving the Rezoning. As part of approving the Rezoning, the City Council acknowledged that adopting the City Cannabis Law allowing and regulating cannabis cultivation served to supersede earlier adopted Section 12E of the Municipal Code which purported to prohibit cannabis cultivation, even though Ordinance 519 did not expressly identify or delete Section 12E, so that the Project and the Project Approvals are not inconsistent with or in violation of the Municipal Code notwithstanding Section 12E remaining part of the Code.
 3. **Cannabis Manufacturing Special Use Permit.** Adopted Resolution No. _____ approving the Special Use Permit to allow the Cannabis Center uses proposed by Owner.
 4. **Cannabis Manufacturing Facilities Regulatory Permit.** Adopted Resolution No. _____ approving the Regulatory Use Permit to allow the Cannabis Center uses proposed by Owner.
- O. On April 26, 2022_____, the City Engineer approved the Lot Line Adjustment pursuant to the California Subdivision Map Act and City Code, which does not require action by the Planning Commission or City Council.
- P. City has given public notice of its intention to adopt thi Agreement and has conducted public hearings thereon pursuant to Cahfornia Government Code §65867. City has found that the provisions of this Agreement and its purposes are

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consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances.

- Q. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.
- R. The City agrees that Owner's land use entitlements for the Project shall vest for the Term of this Agreement as described below.
- S. After conducting a duly noticed hearing, on August 24, 2022 the Planning Commission of the City reviewed, considered and recommended approval of the Development Agreement and recommended approval of the execution of this Agreement to the City Council. The Planning Commission found the Development Agreement: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized by the zoning code; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- T. After conducting a duly noticed hearing on _____, 2023, and after independent review and consideration, the City Council introduced Ordinance No. _____ to approve this Agreement (the "**Enacting Ordinance**"). On _____, 2023 (the "**Approval Date**"), the City Council held a duly noticed public hearing for a second reading, considered the adopted MND as it applied to this Agreement, and adopted Ordinance No. ____ approving this Agreement and authorizing its execution. As part of its approval, the City Council made the findings required by the Development Agreement Statute and City Code with respect to this Agreement, and among other attributes found this Agreement and the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents. The City Council additionally conducted independent review and

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consideration of the potential environmental effects that might be caused by the Project and this Agreement, and as part of the Initial Approvals imposed mitigation measures to avoid or reduce potential impacts.

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

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

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

3. **Term.** The effective date of this Agreement ("**Effective Date**") shall be thirty (30) days after the Approval Date as defined in Recital T. Except as otherwise specified herein, the term of this Agreement (the "**Term**") shall be forty (40) years from the Effective Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided, however, notwithstanding any other term in this Agreement, including but not limited to delay from any cause or reason, the expiration of the Term of this Agreement shall be the 40th year from the Effective Date unless extended under the express provisions of section 3.2 below.

3.1. **Term Extension - Third Party Issues.** Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Project's development or the issuance of building or other development related permits (a "**Development Limitation**") during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development

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Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

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

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

3.1.3. Force Majeure. Any delay resulting from war; insurrection; strikes; lock outs; picketing; other labor disputes; riots; floods; earthquakes; fires; other acts of mother nature; casualties; contamination; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials, supplies or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of Developers.

3.2. Term Extensions. The Term of this Agreement may be extended in either of the following ways:

3.2.1. Request of Owner. This Agreement's Term may be extended by the City Manager at his or her discretion and without need for a further formal amendment of this Agreement, for one (1) additional ten (10) year period following the expiration of the initial Term upon the occurrence of all of the following:

3.2.2. Written Notice. Owner shall give written notice to City of a request for the Term Extension no later than fifteen (15) days before the expiration of the Term; and

3.2.3. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement . or understanding between the Parties arising from or related t this Agr e ent, having received notice from City of said default per this Agreement, or 1f Ow er did m fact ?efault as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.4. Mutual Agreement of Parties. This Agreement's Term may be extended by mutual agreement of the Parties.

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3.3. Termination of Agreement.

3.3.1. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in cannabis cultivation or manufacturing at the Cannabis Center Site, except as may otherwise be allowed by then-applicable City ordinance, law or separate development agreement.

3.4. Project Approvals.

3.4.1. Term of Project Approvals. Notwithstanding anything to the contrary in the Applicable Law (as defined below), including without limitation the City Cannabis Law, each of the Project Approvals, including any Subsequent Approvals and including any approvals or permits obtained by Tenants and Buyers, shall vest for the longer of (a) the then-remaining Term of this Agreement as it may be extended or (b) the term of the particular approval.

3.4.2. Regulatory Permits Applications. Each Tenant and Buyer shall be required to obtain a separate City of Colusa and State Regulatory Permit.

1. Complete property ownership and lease details, where applicable. If the Business Owner is not the Premises Owner, the applications form must be accompanied with a notarized acknowledgment from the Premises Owner that Cannabis Operations will occur on its property.
2. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis Operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared by a registered design professional, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus twenty-four (24) inches.
3. The proposed security arrangements for ensuring the safety of persons and to protect the Premises from theft will be approved by the Police Chief.
4. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Cannabis Operation and the property line of any school as set forth in the Operational Requirements.

3.4.3. Automatic Renewal of Regulatory Permits. Notwithstanding any provision of Chapter 12 F - 4.E of the Municipal Code of the City of Colusa each Regulatory Permit for Tenants and Buyers shall continue in force and automatically renew annually with a written application for renewal, provided the permit holder has paid all renewal fees due and payable, unless the permit holder is found to be in default of the Agreement, violation of applicable State regulations or the Existing City Law (as defined below) after notice of such violation and a reasonable opportunity for cure (which cure

period shall not be less than sixty (60) days), unless such cure is continuously and actively being pursued and the annual renewal fees have been paid.

3.4.4. Regulatory Permit Fees. Fees charged by City for the initial issuance or annual renewal of a Regulatory Permit for Tenants and Buyers shall not exceed the amounts established by resolution of the City Council.

4. Cannabis Center City Compensation Payments. In consideration of City's entering into this Agreement and authorizing development and operation of the Project, the requirements for City services created by the Project, the City ensuring Developers' compliance with this Agreement, the California Cannabis Laws, the City Cannabis Law and the Applicable Law (as defined below), throughout the Term of this Agreement, Developers shall make the following payments to City:

4.1. Phasing of City Compensation Amounts. Developers shall pay compensation to the City upon "completion" of each Phase of the Project and receipt of a Notice of Completion from the City. The Project comprises three Phases, with multiple buildings to be built in each Phase, as further described in Recital E herein above. The City Compensation for each Phase upon completion of all buildings within such Phase will be a fixed amount of ONE MILLION DOLLARS per year, subject to adjustments in accordance with this Agreement. Payment for each Phase will be due and payable on the date which is six (6) months after the City of Colusa issues a Notice of Completion and a certificate of occupancy for the initial building in each Phase, along with all necessary regulatory approvals. The City Compensation will be required annually for the duration of this Agreement. An example of the City Compensation for Phase 1 is shown below.

Colusa Farms			
Phase 1	Square Feet	City Compensation Rate	City Compensation
Building 1	184,000	Fixed Fee	\$500,000
Building 2	217,000		\$500,000
	401,000		\$1,000,000

4.2. City Compensation Rate Adjustment Procedure. During the Term of this Agreement, the City Manager and Developer shall meet and confer, at least three (3) months prior to the date which is every 5th anniversary of the Term (each such date, a "Rate Adjustment Date"), to reconfirm or reestablish the City Compensation. The

adjustment rate within the 5th year shall be tied to the prior years California weighted state average consumer price indexes. (CCPI). In no event shall said adjustment be lower than 3% nor greater than 6%.

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4.3. No Double Taxation. No City Compensation shall be assessed for any sale of cultivated product to an on-site manufacturing operator.

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

4.5. Annual Compensation Payments. The City Compensation shall be the only fee, tax, assessment or other charge owed by Developers and Owner regarding operation or use of the Cannabis Center, and specifically excluding any fee or tax the City might adopt or increase regarding cannabis-related activities and any periodic charge related to renewing or maintaining in effect the Special Use Permit. Annual Payments of the City Compensation Rate set forth in Section 4.1, as amended from time to time in accord with the procedures of Section 4.2, shall be made to the City within thirty (30) calendar days prior to each anniversary date of receipt by Owner of the Notice of for each building, on a building-by-building basis.

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

4.7. Survival. The obligations of Developers, Owner and City under this Section 4 shall survive the expiration or any earlier termination, as applicable, of this Agreement.

5. Vested Rights/Use of the Property/Applicable Law/Processing.

5.1. Right to Develop and Operate. Owner shall have the vested right to develop and operate the Project on the Property in accordance with, and subject only to, the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. For the Term of this Agreement, the City's ordinances, codes, resolutions, rules, regulations and official policies governing the development, construction, subdivision, occupancy and use of the Project and the Property including without limitation the Colusa General Plan, the Colusa Municipal Code, and the City Cannabis Law, shall be those that are in force and effect on the Approval date (collectively, the "Applicable Law"). Notwithstanding anything to the contrary contained herein, this Agreement shall not supersede any other rights Owner may obtain pursuant to City's approval of a vesting tentative map for the Project or a portion of the Project.

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5.2. Permitted Uses. The permitted uses of the Property, density and intensity of use of the Property, the maximum height, bulk and size of proposed buildings, the general provisions for reservation or dedication of land for public purposes and for the location and maintenance of on-site and off-site improvements and public utilities, and other terms and conditions of development and operation applicable to the Property and the Project, shall be those set forth in the Project Approvals and this Agreement.

5.3. Exceptions to Applicable Law. Notwithstanding anything to the contrary, the following exceptions and modifications to provisions in the Applicable Law shall apply to development and operation of the Property and Project.

5.3.1. Odor Control. City agrees that the odor control requirements of Section 12F-12 and Section 21.5.06(n) of the Zoning Code of the Municipal Code, adopted as part of the City Cannabis Law, will adequately control odors. Furthermore, City also acknowledges that the IS/MND in Section III(f) determined that odors from the Project would have a less than significant impact given cultivation will be indoors and buildings will have air filtration and ventilation systems to control odors.

5.4. Applicable Fees, Exactions and Dedications. The City acknowledges and agrees that any typical development impact fees associated with the construction of buildings will be deferred until one year after receipt of the Notice of Completion by Developer for each building in a particular Phase. Furthermore, City acknowledges and agrees that development impact fees for any other improvements on the Property shall be deferred until one year after receipt of the Notice of Completion by Developer of the first building.

5.4.1 This Agreement does not limit City's discretion to impose or require payment of fees, dedication of land, or construction of public improvements or facilities in connection with development of the Property that are identified as required to mitigate specific environmental and other impacts of a Subsequent Approval, so long as not inconsistent with the terms and conditions of this Agreement.

5.4.2 Nothing shall restrict the ability of City to impose conditions or fees on the issuance of building permits that lawfully could have been imposed as conditions of approval of an approved tentative map based on a finding that the condition or fee is necessary because (i) it is required in order to comply with state or federal law, or (ii) failing to impose the condition or fee would place occupants of the Project or the community in a condition dangerous to their health or safety.

5.5. New Taxes and Assessments. To the extent allowed by state or federal law, no new taxes, assessments or other charges not in force and effect as of the Approval Date shall be levied against the Property, the Project or Owner except as specified in this Agreement. No increase in an existing tax, assessment or other charge shall be levied.

5.6. Construction Codes.

5.6.1. Uniform Codes Applicable. Notwithstanding the provisions of Section 5.2 above, to the extent Applicable Law includes requirements under the state or locally adopted building, plumbing, mechanical, electrical and fire codes (collectively the "**Construction Codes**"), the Construction Codes included shall be those in force and effect at the time Owner submits its application for the relevant building, grading, or other construction permits to City; provided, in the event of a conflict between such Construction Codes and the Project Approvals, the Project Approvals shall, to the maximum extent allowed by law, prevail.

5.6.2. Rules for Public Improvements. For construction of public infrastructure, the Construction Codes along with any ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to such construction shall be those in force and effect at the time of execution of the applicable improvement agreement between City and Owner, or at the time of permit approval if there is no improvement agreement.

5.7. New Rules and Regulations. During the term of this Agreement, City may apply to the Property and the Project new or modified ordinances, resolutions, rules, regulations, standards, policies, conditions, specifications, new or amended general plan, specific plan and zoning provisions, new or amended fees or other exactions of the City which were not in force and effect on the Approval Date and thus not part of the Applicable Law (collectively, "**New Rules**") only if (a) the New Rule is consented to in writing by Owner in Owner's sole and absolute discretion; or (b) it is otherwise expressly permitted by this Agreement. If City adopts a New Rule, Owner in its sole and absolute discretion may elect to comply with and receive the benefits of any New Rule by providing written notice to City of said election, after which such New Rule shall thereafter become part of the Applicable Law for the remaining Term of this Agreement.

5.7.1. City shall not be precluded from applying any New Rules to the Project or the Property under the following circumstances, where the New Rules are:

(a) Specifically mandated by changes in state or federal laws or regulations adopted after the Approval Date pursuant to Government Code section 65869.5;

(b) Specifically mandated by a court of competent jurisdiction taking into consideration the vested rights protection provided by this Agreement and the Development Agreement Statutes;

(c) Changes to the Uniform Building Code or similar uniform construction codes, or to City's local construction standards or public improvements so long as such code or standard has been adopted by City and is in effect on a City-wide basis; or

(d) Required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health and safety of the surrounding community.

(e) The City is currently preparing amendments to Chapter 12.E, 12.F and Section 21.5.06(n) of the Zoning Code of the City Municipal Code which will be of citywide applicability, and Developer agrees that any changes to Chapter 12.E and 12.F and Section 21.5.06(n) of the Zoning Code approved by the City Council prior to the date Developer applies for their first building permit will be applicable to the Project.

5.8. **Other Emergency Restrictions:** Notwithstanding anything to the contrary contained herein, if an ordinance, resolution, policy, directive or other measure is enacted or becomes effective, whether by action of City, by initiative, referendum, or otherwise, and if it imposes a building moratorium, a limit on the rate, timing, phasing or sequencing of development, a restriction on operations, or a voter-approval requirement which affects all or any part of the Property or Owner's ability to develop and operate the Project (collectively, "**Restrictions**"), City agrees that such Restrictions shall not apply to the Project, the Property, this Agreement, the Project Approvals or the Subsequent Approvals unless it is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code section 8558, provided that to the extent it applies to all or any part of the Project then the Term shall automatically be extended for a period of time equal to the period during which the Restriction applies.

5.9. Development of the Project: Phasing: Timing.

5.9.1. No Requirement to Develop. Notwithstanding any provision of this Agreement, City and Owner expressly agree that there is no requirement that Owner must initiate or complete any action, including without limitation development of the Project or any portion or phase of the Project, within any period of time set by City, and City shall not impose such a requirement on any Project Approval or Subsequent Approval except as needed to ensure that necessary infrastructure is completed in an orderly fashion. Nothing in this Agreement is intended to create nor shall it be construed to create any affirmative development obligations to develop the Project at all or in any particular order or manner, or liability in Owner under this Agreement if the development fails to occur. It is the intention of this provision that Owner be able to develop the Property in accordance with its own time schedules and the Project Approvals. City acknowledges that Owner at this time cannot predict when or the rate at which or the order in which portions or phases of the Project will be developed, and City recognizes that many factors affect such actions that may not be within Owner's control, including but not limited to market orientation and demand, interest rates and funding availability, and competition. Nothing in this Agreement shall exempt Owner from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof, nor shall this Section 5.8 affect the Term of this Agreement or of any related Project Approvals or Subsequent Approvals.

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5.9.2. No Restriction on Timing. City agrees that Owner shall be able to develop in accordance with Owner's own time schedule as such schedule may exist from time to time, and Owner shall determine which part of the Property to develop first, and in what sequence, and at Owner's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later- adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to avoid that result by acknowledging that Owner shall have the right to develop the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment, and that the timing, rate or sequence of development and occupancy of the Project shall not be restricted or dictated by any means other than as specifically may be recognized in this Agreement.

5.10. Processing and City Discretion.

5.10.1. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to those Subsequent Approvals that require the exercise of discretion by City, provided that such discretion shall be exercised consistent with the vested rights granted by this Agreement, the Applicable Law and the Project Approvals, and City shall apply the Applicable Law as the controlling body of law.

5.10.2. Owner acknowledges that implementation of the Project will require City's consideration and approval of applications for Subsequent Approvals and that City will complete environmental review in connection with those Subsequent Approvals as required by CEQA and other applicable federal, state and local laws and regulations. City's environmental review of the Subsequent Approvals pursuant to CEQA shall utilize the MEIR and the MND to the fullest extent permitted by law; provided, however, nothing in this Agreement shall be deemed to limit the legal authority of City to conduct any environmental review required under CEQA or other applicable laws and regulations.

5.11. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies not within City's control may possess authority to regulate aspects of development of the Property, and this Agreement does not limit such authority of other public agencies. The Parties understand and agree that no development is allowed within the Airport's Area of Influence until said proposed project to be developed has obtained Airport Land Use Committee (ALUC) review and approval, or should the ALUC not approve, approval by the City Council of an override of the ALUC decision. The Parties further understand and agree the final design of the road section of East Mam Street located in the County of Colusa shall be designed to the satisfaction of the County of Colusa's Public Works Director.

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

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6.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, consistent with and subject to this Agreement, the Project Approvals and the Applicable Law.

6.2. Maintain & Operate Project. Developers shall maintain and operate the Project on the Property, once constructed, throughout the Term of this Agreement, in accordance with this Agreement, the Project Approvals, the Applicable Law, and all State and Federal laws.

6.3. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "**Indemnified Parties**") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities to the extent arising from the Project, this Agreement, the approval of the Project, and the activities of Tenants, their members, officers, employees, agents, contractors, invitees and any third parties on the Cannabis Center Site, from and against any challenges to the validity of this Agreement or other Project Approvals; provided, Owner shall have no such obligation arising from the negligence or wrongful misconduct of the Indemnified Parties. To the extent that Owner sells a portion of the Project to a Buyer, that Buyer and its successors in interest shall bear the responsibility of Owner under this Section 6.3 rather than Owner or any other Buyer. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

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

7.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers' representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon a Developer's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("**Private Contractors**") to perform such services as may be necessary to assist in processing the Project plans as described herein. Compensation of such Private Contractors shall be at the Developer's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the Project's development processing. The Developer shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors; provided the Developer shall have the right to reject the use of one or more particular Private Contractors in its reasonable discretion, in which case City shall select another Private Contractor not rejected by the Developer.

7.2. Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals, the Applicable Law and the Construction Codes; and (b) payment of the Processing Fees pursuant to Section

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

7.3. Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project and the operation of the Cannabis Center shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Applicable Law, but the procedures for processing applications for such permits or approvals shall be governed by such ordinances and regulations as may then be applicable to the extent not inconsistent with this Agreement.

7.4. Right to Rebuild. City agrees that Owner, in Owner's sole discretion, may renovate or rebuild the Project or portions thereof during the Term should it become necessary due to natural disaster, changes in seismic, flood or other requirements, fire, or other causes. Any such renovation or reconstruction shall comply with the terms of this Agreement, and may be subject to CEQA as may be required under applicable law.

8. Effect of Agreement.

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

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

8.3. Future Conflicting Initiatives or Referenda. If any New Rule is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council

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directly or indirectly in connection with any proposed initiative or referendum, such New Rule shall not apply to the Property or Project. The Parties, however, acknowledge that the City's approval of this Agreement and one or more of the Project Approvals are legislative actions subject to referendum.

9. Permitted Delays: Supersedure by Subsequent Laws.

9.1. Permitted Delays. In addition to any other provlslons of this Agreement with respect to delay, Developers and City shall be excused from performance of their obligations hereunder during any period of delay caused by Force Majeure as defined in Section 3.1.3, litigation, acts or neglect of the other Party, any referendum elections held on the Enacting Ordinance or the Applicable Law, or any other matter affecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities other than City, enactment of conflicting provisions of the Constitution or laws of the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "**Laws**"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Developers, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

9.2. Supersedure of Subsequent Laws or Judicial Action.

9.2.1. The provisions of this Agreement or of the Project Approvals shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new state or federal law or regulation or an action of a state or federal agency ("**Non-City Law**") or decision issued by a court of competent jurisdiction (a "**Decision**"), enacted or made after the Effective Date which is determined to be applicable and prevents or precludes compliance with one or more provisions of this Agreement or of a Project Approval (such Non-City Law or Decision, a "**Change in Law**").

9.2.2. Promptly after a Party learns of any such Change in Law, that Party shall provide the other Party written notice and a copy, together with a statement identifying how it conflicts with or affects the provisions of this Agreement or of a Project Approval. The Parties thereafter shall promptly meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement or the Project Approval, and shall make a reasonable attempt to edify _or suspend this Agreement or the Project Approval to comply with such Change m Law m manner that protects, to the greatest extent feasible, the vested rights of Owner under this Awee ent. Each Party agrees to extend to the other its prompt and_reasonable cooperation m so modifying this Agreement or Project Approval. If the artles cannot agree on a anner or method to comply with the Change in Law, the Parties may but shall not be required to engage in alternative dispute resolution.

9.2.3. During the interim until this Agreement or the reject Approv l is so amended, or for the remainder of the Term if this Agreement or ProJect Approval 1s

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not so amended, the provisions at issue shall be deemed suspended but the remainder of this Agreement or Project Approval shall remain in full force and effect to the extent it is not inconsistent with such Change in Law and to the extent such Change in Law does not render such remaining provisions impractical to enforce; provided, Owner retains the right in Owner's sole discretion to terminate this Agreement and Owner's obligations hereunder in response to suspension of such provisions.

9.2.4. Owner and City shall have the right to challenge the new Change in Law preventing compliance with the terms of this Agreement or a Project Approval. In the event that such challenge is successful, this Agreement or the Project Approval shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to the extent such challenge delayed the implementation of the Project or delayed or temporarily halted or curtailed operation of the Cannabis Center.

10. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers find it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("**Operating Memoranda**") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to this Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memoranda hereunder without further City Council action. Where Tenants request Operating Memoranda, they shall be subject to review and approval by the Owner of the subject portion of the Project.

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

12. Assignment and Transfer of Rights. Except as otherwise provided in this

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Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Property. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, may at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement and under the Special Use Permit ("**Assignable Rights**") to a third party, a subordinate entity, or a related entity (an "**Assignee**") in its sole discretion and without the prior written consent of City in each instance but with prior notice to City; provided any such Assignee must fully comply with all applicable terms of this Agreement, including without limitation the requirement to obtain a Regulatory Permit. Without limiting the foregoing, Owner may lease portions of the Project to Tenants and/or sell portions of the Property to Buyers, who thereafter shall assume the obligations and enjoy the rights of this Agreement (except as this Agreement may reserve such rights or obligations to Owner). Any lease or sale agreement shall require Tenants and Buyers to cooperate with Owner, City and other Tenants and Buyers in all respects with matters pertaining to this Agreement.

13. Review for Compliance.

13.1. Periodic Review. Pursuant to Section 65865.1 of the Development Agreement Statutes, City shall engage in an annual review of this Agreement, on or before the anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with its terms (the "**Periodic Review**"). Any initial finding of non-compliance will entitle Owner to reasonable good faith discussions with City staff to resolve the issue, and if necessary, a hearing before the City Council. In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement. If Owner sells a portion of the Property or Project to a Buyer, the Periodic Review as to that portion shall be between City and that Buyer (but with notice to Owner), and any results of such Periodic Review shall only involve and affect that portion and that Buyer and not affect Owner or the remainder of the Property and Project.

14. Amendment or Cancellation.

14.1. Amendment of Agreement.

14.1.1. Modification Because of Conflict with State or Federal Laws. An amendment to this Agreement resulting from a Change in Law shall be governed by Section 12.2.

14.1.2. Amendment or Cancellation by Mutual Consent. This Agreement may be amended (in whole or part) in writing from time to time by mutual consent of the Parties and in accordance with the procedures of Government Code section 65868. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by an action which complies with Government Code section 65868.

14.1.3. Amendment as to Portion of Property. When a Party that is successor to Owner as to a portion of the Property ("**Portion**") seeks such an amendment then such Party may only seek amendment of this Agreement as directly relates to the Portion, and the Party or Parties owning the remainder of the Property shall not be required or entitled to be a signatory or to consent to an amendment that affects

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only the other Party's Portion so long as such amendment does not directly or indirectly affect the rights or obligations of the Parties owning the remainder of the Property. If any Portion of the Property is subject to a document which creates an association which oversees common areas and any construction or reconstruction on or of the same, then the association shall be deemed to be the "owner" of that Portion of the Property for the purpose of amending this Agreement. Notice shall be given to Owner and all Parties owning Portions of the Property of any attempt to amend this Agreement as to a Portion, who shall have the right to intervene based on the claim that the amendment will affect rights or obligations as to the remainder of the Property.

14.1.4. Administrative Agreement Amendments.

Notwithstanding the provisions of Section 17.1.2, the City Manager or designee ("**Director**") may, except to the extent otherwise required by law, enter into certain amendments to this Agreement on behalf of City so long as such amendment does not substantially affect (a) the Term; (b) the permitted uses of the Property; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Property; (e) the maximum height or size of proposed buildings; or (f) monetary contributions by Owner as provided in this Agreement (an "**Administrative Agreement Amendment**"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the Parties may execute an amendment hereto. The Director shall evaluate and apply the term "substantially affect" in the context of the Project as a whole.

14.1.5. Amendment Exemptions.

No amendment of an Initial Approval or Subsequent Approval, whether done as an administrative amendment or otherwise, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by the Parties.

14.1.6. Amendment Limitations.

In consideration of the scope of benefits to City provided by this Agreement and the Project, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to impacts on City directly attributable to such amendment.

14.2. Amendment of Project Approvals.

To the extent permitted by law, any Initial Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner.

14.2.1. Administrative Project Amendments.

Upon written request by Owner for an amendment or modification to an Initial Approval or Subsequent Approval, the Director shall determine (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole, and (b) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable Construction Codes, and State and Federal law. If the Director finds that the proposed amendment or modification satisfies the terms of this Section 15.2.1, and will result in no new significant environmental impacts not addressed and mitigated in the

MND or mitigated by conditions to any Project Approval, it shall be determined to be an "Administrative Project Amendment" and the Director may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice or public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle or pedestrian circulation patterns or access points, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure that do not substantially alter the design concepts of the Project, and minor adjustments to the Project site diagram or Property legal description shall be treated as Administrative Project Amendments.

14.2.2. Non-Administrative Project Amendments. Any request of Owner for an amendment or modification to an Initial Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment pursuant to Section 15.2.1 shall be subject to review, consideration and action pursuant to Applicable Law and this Agreement.

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

If to City: City of Colusa
Attention: City Manager
425 Webster Street
Colusa CA 95932
Email:
citymanager@cityofcolusa.com

With copy to:

Jones & Mayer, City Attorney
Attention: Ryan R. Jones, Esq.
6549 Auburn Blvd.
Citrus Heights, California 95621
Email: rjr@jones-mayer.com

If to Owner: COLUSA RIVERBEND ESTATES
L.P., a California limited partnership,

And

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POMONA RIO PROPERTY, LLC a
California limited liability company
Courtney Dubar

Notices sent in accordance with this Section shall be deemed delivered upon the: (a) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (b) date of actual receipt (if personally delivered by other means); (c) date of transmission (if sent by email or Fax), if received before 5:00p.m. on a regular business day, otherwise on the next regular business day, so long as sender receives actual confirmation that the transmission was received; or (d) date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

16. Breach and Remedies.

16.1. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner and the defaulting Developer that specifies the nature of such default. If such default is not cured by the defaulting Developer within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, the defaulting Developer fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate the defaulting Developer's rights under this Agreement. Owner reserves the right but is not obligated to cure any default of a defaulting Developer so as to allow the Developer to remain in the Project with the rights and obligations of this Agreement.

16.1.1. Notwithstanding subsection 15.1, if a Tenant's default results in City terminating the Tenant's rights under this Agreement as to a portion of the Project occupied by the Tenant, Owner may reactivate such rights for the remaining Term either by occupying and operating the former Tenant's portion of the Project or by leasing it to another Tenant that qualifies under this Agreement. Recognizing the substantial benefit the City obtains through continued operation of the Project under this agreement, Owner shall not be required to cure the former Tenant's default to exercise this right.

16.1.2. Notwithstanding subsection 15.1, if a Buyer's default results in City terminating the Buyer's rights under this Agreement as to a portion of the Project owned by the Buyer, Owner may reactivate such rights for the remaining Term by obtaining title to the former Buyer's portion of the Project and thereafter either operating such portion, leasing it to a Tenant, or selling it to another buyer. Owner shall not be required to cure the former Buyer's default to exercise this right. Recognizing the

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substantial benefit the City obtains through continued operation of the Project under this Agreement,

16.2. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Property owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Property not owned by such Assignee or successor.

16.3. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by a non-breaching Party for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement, or to terminate this Agreement, and not by a claim or action for monetary damages against the breaching Party; provided, this limitation on damages shall not preclude actions to enforce payments of monies owed under this Agreement.

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

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

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

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are

incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

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

21. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of the Approval Date.

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

23. Encumbrances on Real Property.

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

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

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of this Agreement relative to modifications or amendments. Notwithstanding the above, no change to this Agreement requested by a Tenant or Buyer shall be made without the Owner's approval in its sole discretion.

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

23.4. Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.3, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, and the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Property or any portion thereof. Uncured monetary defaults will terminate the rights under this Agreement and Mortgagee's right to operate, to the extent such default relates to all or a portion of the Property.

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

24. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

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

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

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

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

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

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

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

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

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

34. Independent Legal Counsel. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout II of the negotiations that preceded the execution of this Agreement or has knowingly and

voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

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

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

[Remainder of page left blank. Signatures on following pages]

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

"CITY"

CITY OF COLUSA, CA
a California Municipal Corporation

Date: _____,2023

By: _____
Greg Ponciano, Mayer

Attest:

By: _____
Shelly Kittle
City Clerk

Approved as to form:

JONES & MAYER

By: _____
Ryan R. Jones, Esq.
City Attorney

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

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature of Notary

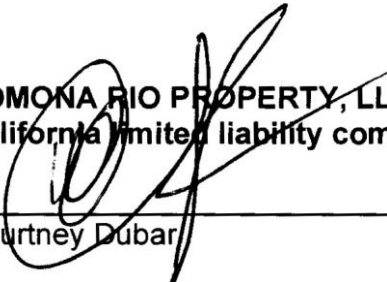
"OWNER"

**COLUSA RIVERBEND ESTATES L.P., a
California limited partnership,**

Date -----, 2023

By: _____
Managing Member

**POMONA RIO PROPERTY, LLCa
California limited liability company**



Courtney Dubar

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

STATE OF CA'd"ORNIA }
COUNTY OF rt/VI C }

On Ov40 beY I 2t z.v-a before me, Lucinda P. Zuniga, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Lucinda P. Zuniga
Signature of Notary

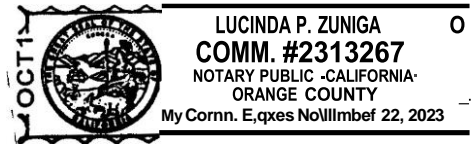
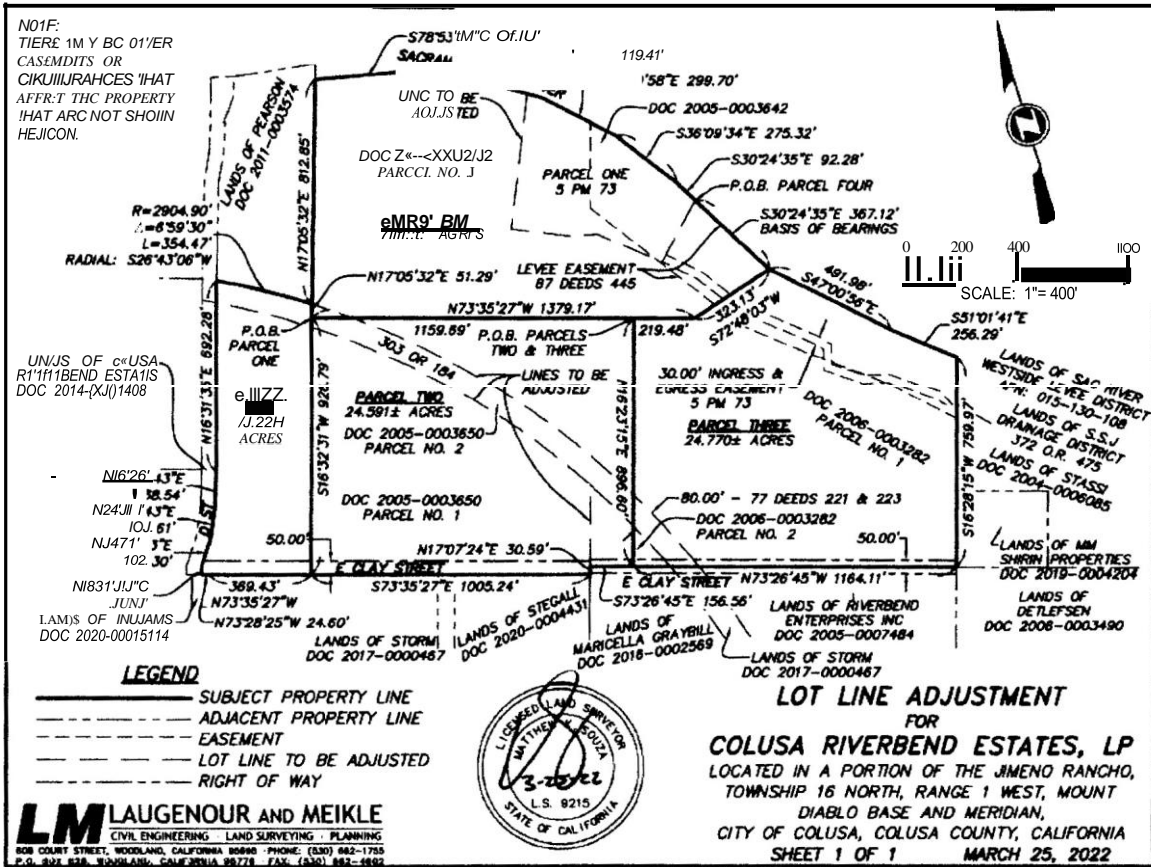


EXHIBIT A

Depiction of the Property



CANNABIS BUSINESS PARK

EXHIBIT.B

Legal Description of the Parcels

[See Attached]



4571
March 25, 2022

EXHIBIT "A"
LAND DESCRIPTION
PARCEL ONE

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, also being portions of Parcel No. 1 and Parcel No. 2, as described in Document No. 2005-0003650, said County Records, and being more particularly described as follows:

BEGINNING at a point on the Southwesterly projection of the Northwesterly line of Parcel No. 3, as described in Document No. 2006-0003282, said County Records, said point being distant the following three (3) courses and distances from the most Easterly comer of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records: 1) along the Northeasterly line of Parcel No. 1 as described in said Document No. 2006-0003282, South 30°24'35" East 367.12 feet; 2) leaving said Northeasterly line, South 72°48'03" West 323.13 feet; and 3) North 73°35'27" West 1,379.17 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, South 16°32'31" West 926.79 feet to the Southerly line of said Parcel No. 1 as described in said Document No. 2005-0003650; thence, along said Southerly line the following two (2) courses and distances: 1) North 73°35'27" West 369.43 feet; and 2) North 73°28'25" West 24.60 feet to the Southwest comer of said Parcel No. 1; thence, along the West line of said Parcel No. 1 the following four (4) courses and distances: 1) North 16°31'35" East 31.96 feet; 2) North 34°21'33" East 102.30 feet; 3) North 24°38'43" East 103.61 feet; and 4) North 18°26'43" East 138.54 feet; thence, along said West line and the West line of said Parcel No. 2, North 16°31'35" East 692.28 feet to the Northwest comer of said Parcel No. 2; thence, along a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 26°43'06" West, said curve having a radius of 2,904.90 feet, through a central angle of 06°59'30", and having an arc distance of 354.47 feet, to the most Westerly comer of said Parcel No. 3; thence, along the Southwesterly projection of the Northwesterly line of said Parcel No. 3, South 17°05'32" West 51.29 feet to the POINT OF BEGINNING.




Matthew K. Souza, L.S.

3-ZS-Z:Z
Date

EXHIBIT "A"
LAND DESCRIPTION
PARCEL TWO

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Rangel West, Mount Diablo Base and Meridian, also being portions of Parcel No. 1 and Parcel No. 2, as described in Document No. 2005-0003650, said County Records, and also being portions of Parcel No. 1, Parcel No. 2, and Parcel No. 3, as described in Document No. 2006-0003282, said County Records, and being more particularly described as follows:


BEGINNING at a point within said Parcel No. 1 as described in said Document No. 2006-0003282, said point being distant the following three (3) courses and distances from the most Easterly corner of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records: 1) along the Northeasterly line of said Parcel No. 1 as described in said Document No. 2006-0003282, South 30°24'35" East 367.12 feet; 2) leaving said Northeasterly line, South 72°48'03" West 323.13 feet; and 3) North 73°35'27" West 219.48 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, North 73°35'27" West 1,159.69 feet; thence South 16°32'31" West 926.79 feet to the Southerly line of said Parcel No. 1 as described in said Document No. 2005-0003650; thence, along said Southerly line the following two (2) courses and distances: 1) South 73°35'27" East 1,005.24 feet; and 2) North 17°07'24" East 30.59 feet to the Southwest corner of said Parcel No. 2 as described in said Document No. 2006-0003282; thence, along the South line of said Parcel No. 2 as described in said Document No. 2006-0003282, South 73°26'45" East 156.56 feet; thence, leaving said South line, North 16°23'15" East 896.60 feet to the POINT OF BEGINNING.

Containing 24.591 acres of land, more or less.

The basis of bearings for this description is South 30°24'35" East, being the Northeasterly line of the Designated Remainder Parcel, as shown said Book 5 of Parcel Maps at Page 73, said County Records.

End of description.




Matthew K. Souza, L.S.

3-25-22
Date



4571
March 25, 2022

EXHIBIT "A"
LANO DESCRIPTION
PARCEL FOUR

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of Parcel No. 2, as described in Document No. 2005-0003650, said County Records, also being portions of Parcel No. 1 and Parcel No. 3, as described in Document No. 2006-0003282, said County Records, and also being all of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records, and being more particularly described as follows:

BEGINNING at the most Easterly comer of said Parcel One; thence, from said POINT OF BEGINNING, and along the Northeasterly line of said Parcel No. 1, South 30°24'35" 367.12 feet; thence, leaving said Northeasterly line, South 72°48'03" West 323.13 feet; thence North 73°35'27" West 1,379.17 feet to the Southwesterly projection of the Northwesterly line of said Parcel No. 3; thence, along said Southwesterly projection, North 17°05'32" East 51.29 feet to the most Westerly corner of said Parcel No. 3; thence, along said Northwesterly line, North 17°05'32" East 812.85 feet to the most Northerly comer of said Parcel No. 3; thence, along the Northeasterly line of said Parcel No. 3, South 78°53'49" East 434.84 feet; thence, along said Northeasterly line and the Northeasterly line of said Parcel One, South 58°08'03" East 399.41 feet; thence, along said Northeasterly line of said Parcel One the following three (3) courses and distances: 1) South 46°19'58" East 299.70 feet; 2) South 36°09'34" East 275.32 feet; and 3) South 30°24'35" East 92.28 feet to the POINT OF BEGINNING.

Containing 25.799 acres of land, more or less.

The basis of bearings for this description is South 30°24'35" East, being the Northeasterly line of the Designated Remainder Parcel, as shown said Book 5 of Parcel Maps at Page 73, said County Records.

End of description.



ll
Matthew K. Souza, L.S.

3-Z Z"Z
Date

CANNABIS BUSINESS PARK

CANNABIS BUSINESS PARK
Page 37 of 38

CANNABIS BUSINESS PARK

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Colusa
425 Webster Street
Colusa CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2022 (the "**Execution Date**"), by and between the **CITY OF COLUSA, a California municipal corporation ("City")** and **COLUSA RIVERBEND ESTATES L.P., a California limited partnership, and COURTNEY DUBAR (AND/OR ASSIGNEE(S))** (collectively, "**Owner**"). City and Owner are sometimes referenced together herein as the "**Parties**." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "**Party**." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("**Development Agreement Statutes**") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner owns approximately 85.60 acres in the City of Colusa located in the northeast corner of the City, bordered by the Sacramento River on the north, Clay Street on the south, and D Street on the west, known herein as "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4", as depicted on **Exhibit A** and legally described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Property**").
- D. Owner proposes to develop and operate a business park for cannabis cultivation and processing (the "**Cannabis Center**" or "**Project**") on approximately 85.60

acres of the Property, as described in **Exhibit C** attached hereto and incorporated herein by this reference.

- E. The Cannabis Center will be developed in three (3) phases (each, a “Phase”, together, “Phases”) with approximately a total of 1,469,546 square feet of building space containing cultivation structures, drying and processing space, warehouses, manufacturing and research facilities, plus a drainage basin, which may be used for all or a combination of such activities as cannabis planting, growing, harvesting, drying, curing, grading, trimming, extracting, manufacture into cannabis products, testing, distribution and transportation. Phase 1 of the Project shall consist of the development of two (2) buildings totaling approximately 401,165 square feet (“**Phase 1**”); Phase 2 of the Project shall consist of the development of an additional four (4) buildings totaling approximately 560,000 square feet (“**Phase 2**”); and Phase 3 of the Project shall consist of the development of a final addition of four (4) buildings totaling approximately 522,680 square feet (“**Phase 3**”) (for a total of approximately 1,483,845 square feet in ten (10) buildings); all subject to change.
- F. The Cannabis Center shall operate in accordance with all applicable cannabis laws promulgated in the State of California and in effect on the Execution Date of this Agreement (collectively, the “California Cannabis Laws”).
- G. Owner may lease all or portions of the Cannabis Center (such lessees and/or their sublessees are identified here in as “**Tenants**”). Owner may also sell all or portions of the Cannabis Center to third parties (“**Buyers**”). Prior to operating a cannabis manufacturing facility, Tenants and Buyers shall be required to obtain a cannabis manufacturing facility regulatory permit from the City, but shall be allowed to operate under Owner’s Special Use Permit (as defined below) and shall not be required to obtain a separate cannabis manufacturing special use permit. Where appropriate, Owner, Tenants and Buyers shall collectively be referred to in this Agreement as “**Developers**”.
- H. Developers will also be required to obtain licenses from the State of California the City’s Cannabis Business Regulatory Permits, to the extent such licenses are required by the California Cannabis Laws and are being issued.
- I. On June 6, 2017, the City Council of City adopted Ordinance No. 519 attached hereto as **Exhibit D** and incorporated herein by this reference amending the City Zoning Code and Municipal Code to permit cannabis-related activities and authorize issuance of cannabis-related permits, which among other things: (1) created a new “CM” Cannabis Manufacturing Combining District zoning district (the “**CM Combining District**”); (2) added a new Section 33.03 to the City Zoning Code authorizing issuance of Cannabis Manufacturing Special Use Permits; (3) added a new Article 21.5 to the Zoning Code providing regulations regarding Cannabis Manufacturing Special Use Permits; (4) added a new Chapter 12F to the Municipal Code authorizing issuance of Cannabis Manufacturing Facilities Regulatory Permits and providing regulations regarding such permits; and (5) added and

amended certain defined terms related thereto (collectively, (the “**City Cannabis Law**”).

1. Owner has applied to City for the following approvals needed to develop and operate the Project: A General Plan Amendment **was approved and adopted July 16, 2019 Resolution 19-20** to change the land use designation of the Cannabis Center from “Low Density Residential” to “Industrial District” (the “**General Plan Amendment**”).
 2. Rezoning **has been approved** to change the zoning for the Cannabis Center from “Planned Development (P-D) District” to “Light Industrial (M-1) District” (the “**M-1 Rezoning**”) (but not mentioning the CM District).
 3. Lot line adjustment to merge and reconfigure eight legal parcels into four legal parcels, and to divide the Cannabis Center area into four parcels intended to develop the Project in Phases (the “**Lot Line Adjustment**”).
 4. Cannabis Manufacturing Special Use Permit for the Cannabis Center (the “**Special Use Permit**”), submitted with the design review application to the City on March 21, 2022.
 5. Cannabis Manufacturing Facilities Regulatory Use Permit for the Cannabis Center (the “**Regulatory Permit**”).
 6. This Development Agreement for the Project.
- J. As part of adopting the City of Colusa General Plan, City previously prepared and certified a Master Environmental Impact Report (the “**MEIR**”) pursuant to California Public Resources Code §21000 *et seq.* (the California Environmental Quality Act or “**CEQA**”) and Title 14 of the California Code of Regulations, Chapter 3, §15000 *et seq.* (the “**CEQA Guidelines**”). The MEIR evaluated environmental effects of development allowed under the General Plan and identified mitigation measures. The MEIR included analysis of a residential development proposed for the Property (the “**Prior Project**”).
- K. Pursuant to CEQA, City prepared a draft Initial Study (“**IS**”) and proposed Mitigated Negative Declaration (“**MND**”) for the Project (State Clearinghouse No. 2019029059, taking into consideration the MEIR’s analysis of the Prior Project and incorporating mitigation measures from the MEIR to the extent applicable to the Project (the “**IS/MND**”). The IS/MND was made available for public review for the period February 13 to March 15, 2019, during which time City received comments. City subsequently considered the comments and prepared responses as appropriate.
- L. City and Owner have agreed that, as a condition of allowing the Cannabis Center, and due to the unique circumstances of the proposed Project, Developers shall pay to the City an annual fixed fee per Phase of the Project, which will cover all permitted activities, including but not limited to, cultivation, manufacturing,

warehouse, distribution and sale (but no on-site dispensary), research and development, processing, nursery and administration.

- M. Following recommendations by the Colusa Planning Commission adopted at its hearing on May 22, 2019, the Colusa City Council on July 16, 2019, held a duly noticed public hearing and took the following actions requested by Owner (the “**Initial Approvals**”, and together with approval of this Agreement, the “**Project Approvals**”):
1. **Mitigated Negative Declaration.** After considering the public comments received by City and in compliance with CEQA, adopted Resolution No. 19-19: (a) adopting the MND as adequate under CEQA to consider approval of the Project Approvals; (b) adopting findings as required by CEQA supporting adoption of the MND; (c) accepting mitigation measures recommended by the MND; and (d) adopting a mitigation monitoring and reporting program (“**Mitigation Program**”) to be applied to the Property and the Project.
 2. **Rezoning.** Introduced Ordinance No. 537 (a) approving a General Development Plan Rezoning the Property to M1-PD to allow the Cannabis Center uses proposed by Owner and to the Cannabis Center Site (the “**Rezoning**”), which Ordinance No. 537 at its second reading was adopted by the City Council at a duly noticed public hearing on August 6, 2019 approving the Rezoning. As part of approving the Rezoning, the City Council acknowledged that adopting the City Cannabis Law allowing and regulating cannabis cultivation served to supersede earlier adopted Section 12E of the Municipal Code which purported to prohibit cannabis cultivation, even though Ordinance 519 did not expressly identify or delete Section 12E, so that the Project and the Project Approvals are not inconsistent with or in violation of the Municipal Code notwithstanding Section 12E remaining part of the Code.
 3. **Cannabis Manufacturing Special Use Permit.** Adopted Resolution No. _____ approving the Special Use Permit to allow the Cannabis Center uses proposed by Owner.
 4. **Cannabis Manufacturing Facilities Regulatory Permit.** Adopted Resolution No. _____ approving the Regulatory Use Permit to allow the Cannabis Center uses proposed by Owner.
- N. On _____, the City Engineer approved the Lot Line Adjustment pursuant to the California Subdivision Map Act and City Code, which does not require action by the Planning Commission or City Council.
- O. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are

consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances.

- P. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.
- Q. The City agrees that Owner's land use entitlements for the Project shall vest for the Term of this Agreement as described below.
- R. After conducting a duly noticed hearing, on August 24, 2022 the Planning Commission of the City reviewed, considered and approved the Project and recommended approval of the execution of this Agreement to the City Council. The Planning Commission found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized by the zoning code; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- S. After conducting a duly noticed hearing on _____, 2022, and after independent review and consideration, the City Council introduced Ordinance No. _____ to approve this Agreement (the "**Enacting Ordinance**"). On _____, 2022 (the "**Approval Date**"), the City Council held a duly noticed public hearing for a second reading, considered the adopted MND as it applied to this Agreement, and adopted Ordinance No. _____ approving this Agreement and authorizing its execution. As part of its approval, the City Council made the findings required by the Development Agreement Statute and City Code with respect to this Agreement, and among other attributes found this Agreement and the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents. The City Council additionally conducted independent review and consideration of the potential environmental effects that might be caused by the

Project and this Agreement, and as part of the Project Approvals imposed mitigation measures to avoid or reduce potential impacts.

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

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

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

3. Term. The effective date of this Agreement (“**Effective Date**”) shall be thirty (30) days after the Approval Date as defined in Recital S. Except as otherwise specified herein, the term of this Agreement (the “**Term**”) shall be forty (40) years from the Effective Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided, however, notwithstanding any other term in this Agreement, including but not limited to delay from any cause or reason, the expiration of the Term of this Agreement shall be the 40th year from the Effective Date unless extended under the express provisions of section 3.2 below.

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

delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

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

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

3.1.3. Force Majeure. Any delay resulting from war; insurrection; strikes; lock outs; picketing; other labor disputes; riots; floods; earthquakes; fires; other acts of mother nature; casualties; contamination; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials, supplies or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of Developers.

3.2. Term Extensions. The Term of this Agreement may be extended in either of the following ways:

3.2.1. Request of Owner. This Agreement's Term may be extended by the City Manager at his or her discretion and without need for a further formal amendment of this Agreement, for one (1) additional ten (10) year period following the expiration of the initial Term upon the occurrence of all of the following:

3.2.2. Written Notice. Owner shall give written notice to City of a request for the Term Extension no later than fifteen (15) days before the expiration of the Term; and

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

3.2.4. Mutual Agreement of Parties. This Agreement's Term may be extended by mutual agreement of the Parties.

3.3. Termination of Agreement.

3.3.1. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in cannabis cultivation or

manufacturing at the Cannabis Center Site, except as may otherwise be allowed by then-applicable City ordinance, law or separate development agreement.

3.4. Project Approvals.

3.4.1. Term of Project Approvals. Notwithstanding anything to the contrary in the Applicable Law (as defined below), including without limitation the City Cannabis Law, each of the Project Approvals, including any Subsequent Approvals and including any approvals or permits obtained by Tenants and Buyers, shall vest for the longer of (a) the then-remaining Term of this Agreement as it may be extended or (b) the term of the particular approval.

3.4.2. Regulatory Permits Applications. Each Tenant and Buyer shall be required to obtain a separate Regulatory Permit, but shall be allowed to operate under Owner's Special Use Permit for the Term of this Agreement. With respect to regulatory permit applications by Tenants and Buyers, City expressly waives the following requirements, set forth in Chapter 12 F - 4.A of the Municipal Code of the City of Colusa (as may be amended from time to time):

1. Complete property ownership and lease details, where applicable. If the Business Owner is not the Premises Owner, the applications form must be accompanied with a notarized acknowledgment from the Premises Owner that Cannabis Operations will occur on its property.
2. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis Operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared by a registered design professional, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus twenty-four (24) inches.
3. The proposed security arrangements for ensuring the safety of persons and to protect the Premises from theft.
4. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Cannabis Operation and the property line of any school as set forth in the Operational Requirements.

3.4.3. Automatic Renewal of Regulatory Permits. Notwithstanding any provision of Chapter 12 F - 4.E of the Municipal Code of the City of Colusa each Regulatory Permit for Tenants and Buyers shall continue in force and automatically renew annually without a written application for renewal, provided the permit holder has paid all renewal fees due and payable, unless the permit holder is found to be in default of the Agreement, violation of applicable State regulations or the Existing City Law (as defined below) after notice of such violation and a reasonable opportunity for cure (which cure period shall not be less than sixty (60) days), unless such cure is continuously and actively being pursued and the annual renewal fees have been paid.

3.4.4. Regulatory Permit Fees. Fees charged by City for the initial issuance or automatic annual renewal of a Regulatory Permit for Tenants and Buyers shall not exceed the amounts established by resolution of the City Council.

4. Cannabis Center City Compensation Payments. In consideration of City’s entering into this Agreement and authorizing development and operation of the Project, the requirements for City services created by the Project, the City ensuring Developers’ compliance with this Agreement, the California Cannabis Laws, the City Cannabis Law and the Applicable Law (as defined below), throughout the Term of this Agreement, Developers shall make the following payments to City:

4.1. Phasing of City Compensation Amounts. Developers shall pay compensation to the City according to the building development schedule upon completion of construction of each Phase of the Project, as shown in the example for Phase 1 below. The Project consists of three Phases and each building in each Phase of the Project will be assessed a fixed annual compensation (the “**City Compensation**”) in the amount of \$2.50 per square foot (the “**City Compensation Rate**”) of Gross Building Area (“**GBA**”), subject to the adjustment process set forth in this Agreement. Gross Building Area means the total area of all floors, measured in square feet, of a building enclosed by the outside surface of exterior walls thereof. The square footage of the floor area of mezzanines shall be included in Gross Building Area. Payment of the City Compensation for each building will be due upon receipt from the City of a Notice of Completion for each building in each particular Phase, along with the issuance of all regulatory license(s) approval, and annually thereafter for the remaining Term of this Agreement. Note that each payment is in advance of any production at each greenhouse. An example Compensation Rate Schedule for Phase 1 is shown below.

Colusa Farms			
Phase 1	Square Feet	City Compensation Rate	City Compensation
Building 1a	106,395	\$2.50/SF	\$265,987.50
Building 1b	77,426	\$2.50/SF	\$193,565
Building 2	217,344	\$2.50/SF	\$543,360
Total	401,165	\$2.50/SF	\$1,002,912.50

4.2. City Compensation Rate Adjustment Procedure. During the Term of this Agreement, the City Manager and Developer shall meet and confer, at least three (3) months prior to the date which is every 5th anniversary of the Term (each such date, a “**Rate Adjustment Date**”), to reconfirm or reestablish the City Compensation. Within six (6) months of the Effective Date of this Agreement the City and Developer shall establish by Operating Memorandum a determination of a baseline relationship between existing cannabis products sales volume per square foot of GBA, or other appropriate standard

as agreed to by the parties, and the City Compensation of \$2.50/SF of GBA. This baseline ratio shall be the ongoing basis of establishing equitable City Compensation Rate during the Term of this Agreement; provided however, in no event shall the City Compensation Rate increase on any Rate Adjustment Date by more than three percent (3%) of the City Compensation Rate in effective on the immediately prior Rate Adjustment Date.

4.3. Requirement to Complete Construction of Phase 1. To vest the City Compensation Rate set forth in Section 4.1 above, Developer shall have received a Notice of Completion for at least 400,000 square feet of GBA on or before the 10th anniversary of the Effective Date of this Agreement.

4.4. Modification of City Compensation Rate if Phase 1 Not Completed. If Developer fails to receive a Notice of Completion for at least 400,000 square feet of GBA on or before the 10th anniversary of the Effective Date of this Agreement, then the City Compensation Rate set forth in Section 4.1 above shall no longer be valid and effective.

4.4.1. Developer shall then pay, on an annual basis, compensation to the City in the amount of two percent (3%) of the "Gross Annual Revenue", defined as the amount based on the annual gross sales of the licensed premises from cannabis products and, if applicable, the annual revenue received from manufacturing, packaging, labeling or otherwise handling cannabis or cannabis products for other licensees, in the 12 months preceding the date which is the anniversary date of the issuance of the City Regulatory Permit issued for the licensed premises.

4.4.2. On 10th anniversary of the implementation date of this section (if applicable), and every 10 years thereafter, City and Developer shall meet and confer on the 3% rate noted in subsection 4.4.1 above, and negotiate in good faith to reach an equitable adjustment of the 3% rate, either up or down or remaining the same, based on then current market conditions. Any such rate adjustment shall be approved by the City Council but is not considered to be, and need not be processed as, a formal amendment to this Agreement.

4.5. Distribution or Testing (No Fee). Gross receipts of Distributors or Testing Labs engaged in the business of purchasing cannabis from a Cultivator, or cannabis products from a Manufacturer, for sale to a dispensary or executing a contract made directly between a Cultivator /Manufacturer and a dispensary for purposes of distribution shall not be included in Owner's obligation to pay the City Compensation Rate set forth in Section 4.1 above.

4.6. No Double Taxation. No City Compensation shall be assessed for any sale of cultivated product to an on-site manufacturing operator.

4.7. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require each Tenant and Buyer to certify that the Tenant and

Buyer is not income tax exempt under State or Federal Law and will not file for such an exemption.

4.8. Annual Compensation Payments. Annual payments to the City shall be made as set forth in Section 4.8.1 below. The City Compensation shall be the only fee, tax, assessment or other charge owed by Developers and Owner regarding operation or use of the Cannabis Center, and specifically excluding any fee or tax the City might adopt or increase regarding cannabis-related activities and any periodic charge related to renewing or maintaining in effect the Special Use Permit. The following payment procedures shall apply during the operation of the Cannabis Center and the Term of this Agreement.

4.8.1. Annual Payments of the City Compensation of the fixed amount set forth in Section 4.1, as amended from time to time in accord with the procedures of Section 4.2, shall be made to the City within thirty (30) calendar days prior to each anniversary date of receipt by Owner of the Notice of for each building, on a building by building basis.

4.8.2. Annual Payments of City Compensation under Section 4.4, if applicable, are due and payable within ninety (90) calendar days following each Developers/Owner's or Tenant's submittal of their report of cultivation tax or cannabis excise tax to the California Department of Tax and Fee Administration ("**CDTFA**"), a copy of which shall be provided to the City. Any material misstatement or misrepresentation in the report submitted to CDTFA and the City and any failure to pay the City Compensation when due shall constitute events of default by that particular Developer subject to the default provisions of this Agreement.

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

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

the Developer and shall credit such amount against the Developer's subsequent payments of the Bonus Payment until the overpaid amount has been resolved. Neither Owner nor any other Developer shall be liable for payments owed by another Developer.

4.11. Survival. The obligations of Developers, Owner and City under this Section 4 shall survive the expiration or any earlier termination, as applicable, of this Agreement.

5. Vested Rights/Use of the Property/Applicable Law/Processing.

5.1. Right to Develop and Operate. Owner shall have the vested right to develop and operate the Project on the Property in accordance with, and subject only to, the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. For the Term of this Agreement, the City's ordinances, codes, resolutions, rules, regulations and official policies governing the development, construction, subdivision, occupancy and use of the Project and the Property including without limitation the Colusa General Plan, the Colusa Municipal Code, and the City Cannabis Law, shall be those that are in force and effect on the Approval Date (collectively, the "Applicable Law"). Notwithstanding anything to the contrary contained herein, this Agreement shall not supersede any other rights Owner may obtain pursuant to City's approval of a vesting tentative map for the Project or a portion of the Project.

5.2. Permitted Uses. The permitted uses of the Property, density and intensity of use of the Property, the maximum height, bulk and size of proposed buildings, the general provisions for reservation or dedication of land for public purposes and for the location and maintenance of on-site and off-site improvements and public utilities, and other terms and conditions of development and operation applicable to the Property and the Project, shall be those set forth in the Project Approvals and this Agreement.

5.3. Exceptions to Applicable Law. Notwithstanding anything to the contrary, the following exceptions and modifications to provisions in the Applicable Law shall apply to development and operation of the Property and Project.

5.3.1. Odor Control. City agrees that the odor control requirements of Section 12F-12 and Section 21.5.06(n) of the Zoning Code of the Municipal Code, adopted as part of the City Cannabis Law, will adequately control odors. Furthermore, City also acknowledges that the IS/MND in Section III(f) determined that odors from the Project would have a less than significant impact given cultivation will be indoors and buildings will have air filtration and ventilation systems to control odors.

5.4. Applicable Fees, Exactions and Dedications. The City acknowledges and agrees that any typical development impact fees associated with the construction of buildings will be deferred until one year after receipt of the Notice of Completion by Developer for each building in a particular Phase. Furthermore, City acknowledges and agrees that development impact fees for any other

improvements on the Property shall be deferred until one year after receipt of the Notice of Completion by Developer of the first greenhouse.

5.4.1 This Agreement does not limit City's discretion to impose or require payment of fees, dedication of land, or construction of public improvements or facilities in connection with development of the Property that are identified as required to mitigate specific environmental and other impacts of a Subsequent Approval, so long as not inconsistent with the terms and conditions of this Agreement.

5.4.2 Nothing shall restrict the ability of City to impose conditions or fees on the issuance of building permits that lawfully could have been imposed as conditions of approval of an approved tentative map based on a finding that the condition or fee is necessary because (i) it is required in order to comply with state or federal law, or (ii) failing to impose the condition or fee would place occupants of the Project or the community in a condition dangerous to their health or safety.

5.5. New Taxes and Assessments. To the extent allowed by state or federal law, no new taxes, assessments or other charges not in force and effect as of the Approval Date shall be levied against the Property, the Project or Owner except as specified in this Agreement. No increase in an existing tax, assessment or other charge shall be levied, even if an increase already is specified or authorized in applicable City codes and regulations.

5.6. Construction Codes.

5.6.1. Uniform Codes Applicable. Notwithstanding the provisions of Section 5.2 above, to the extent Applicable Law includes requirements under the state or locally adopted building, plumbing, mechanical, electrical and fire codes (collectively the "**Construction Codes**"), the Construction Codes included shall be those in force and effect at the time Owner submits its application for the relevant building, grading, or other construction permits to City; provided, in the event of a conflict between such Construction Codes and the Project Approvals, the Project Approvals shall, to the maximum extent allowed by law, prevail.

5.6.2. Rules for Public Improvements. For construction of public infrastructure, the Construction Codes along with any ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to such construction shall be those in force and effect at the time of execution of the applicable improvement agreement between City and Owner, or at the time of permit approval if there is no improvement agreement.

5.7. New Rules and Regulations.

5.7.1. During the term of this Agreement, City may apply to the Property and the Project new or modified ordinances, resolutions, rules, regulations, standards, policies, conditions, specifications, new or amended general plan, specific plan and zoning provisions, new or amended fees or other exactions of the City which were not in force and effect on the Approval Date and thus not part of the Applicable Law

(collectively, “**New Rules**”) only if (a) the New Rule is consented to in writing by Owner in Owner's sole and absolute discretion; or (b) it is otherwise expressly permitted by this Agreement. If City adopts a New Rule, Owner in its sole and absolute discretion may elect to comply with and receive the benefits of any New Rule by providing written notice to City of said election, after which such New Rule shall thereafter become part of the Applicable Law for the remaining Term of this Agreement.

5.7.2. City shall not be precluded from applying any New Rules to the Project or the Property under the following circumstances, where the New Rules are:

(a) Specifically mandated by changes in state or federal laws or regulations adopted after the Approval Date pursuant to Government Code section 65869.5;

(b) Specifically mandated by a court of competent jurisdiction taking into consideration the vested rights protection provided by this Agreement and the Development Agreement Statutes;

(c) Changes to the Uniform Building Code or similar uniform construction codes, or to City’s local construction standards for public improvements so long as such code or standard has been adopted by City and is in effect on a City-wide basis; or

(d) Required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health and safety of the surrounding community.

(e) The City is currently preparing amendments to Chapters 12.E, 12.F and Section 21.5.06(n) of the Zoning Code of the City Municipal Code which will be of citywide applicability, and Developer agrees that any changes to Chapter 12.E and 12.F and Section 21.5.06(n) of the Zoning Code approved by the City Council prior to the date Developer applies for their first building permit will be applicable to the Project.

5.8. Other Emergency Restrictions. Notwithstanding anything to the contrary contained herein, if an ordinance, resolution, policy, directive or other measure is enacted or becomes effective, whether by action of City, by initiative, referendum, or otherwise, and if it imposes a building moratorium, a limit on the rate, timing, phasing or sequencing of development, a restriction on operations, or a voter-approval requirement which affects all or any part of the Property or Owner’s ability to develop and operate the Project (collectively, “**Restrictions**”), City agrees that such Restrictions shall not apply to the Project, the Property, this Agreement, the Project Approvals or the Subsequent Approvals unless it is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code section 8558, provided that to the extent it applies to all or any part of the Project then the Term shall automatically be extended for a period of time equal to the period during which the Restriction applies.

5.9. Development of the Project; Phasing; Timing.

5.9.1. No Requirement to Develop. Notwithstanding any provision of this Agreement, City and Owner expressly agree that there is no requirement that Owner must initiate or complete any action, including without limitation development of the Project or any portion or phase of the Project, within any period of time set by City, and City shall not impose such a requirement on any Project Approval or Subsequent Approval except as needed to ensure that necessary infrastructure is completed in an orderly fashion. Nothing in this Agreement is intended to create nor shall it be construed to create any affirmative development obligations to develop the Project at all or in any particular order or manner, or liability in Owner under this Agreement if the development fails to occur. It is the intention of this provision that Owner be able to develop the Property in accordance with its own time schedules and the Project Approvals. City acknowledges that Owner at this time cannot predict when or the rate at which or the order in which portions or phases of the Project will be developed, and City recognizes that many factors affect such actions that may not be within Owner's control, including but not limited to market orientation and demand, interest rates and funding availability, and competition. Nothing in this Agreement shall exempt Owner from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof, nor shall this Section 5.8 affect the Term of this Agreement or of any related Project Approvals or Subsequent Approvals.

5.9.2. No Restriction on Timing. City agrees that Owner shall be able to develop in accordance with Owner's own time schedule as such schedule may exist from time to time, and Owner shall determine which part of the Property to develop first, and in what sequence, and at Owner's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to avoid that result by acknowledging that Owner shall have the right to develop the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment, and that the timing, rate or sequence of development and occupancy of the Project shall not be restricted or dictated by any means other than as specifically may be recognized in this Agreement.

5.10. Processing and City Discretion.

5.10.1. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to those Subsequent Approvals that require the exercise of discretion by City, provided that such discretion shall be exercised consistent with the vested rights granted by this Agreement, the Applicable Law and the Project Approvals, and City shall apply the Applicable Law as the controlling body of law.

5.10.2. Owner acknowledges that implementation of the Project will require City's consideration and approval of applications for Subsequent Approvals and that City will complete environmental review in connection with those Subsequent Approvals as required by CEQA and other applicable federal, state and local laws and regulations. City's environmental review of the Subsequent Approvals pursuant to CEQA shall utilize the MEIR and the MND to the fullest extent permitted by law; provided, however, nothing in this Agreement shall be deemed to limit the legal authority of City to conduct any environmental review required under CEQA or other applicable laws and regulations.

5.11. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies not within City's control may possess authority to regulate aspects of development of the Property, and this Agreement does not limit such authority of other public agencies.

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

6.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to this Agreement, the Project Approvals and the Applicable Law.

6.2. Maintain & Operate Project. Developers shall maintain and operate the Project on the Property, once constructed, throughout the Term of this Agreement, in accordance with this Agreement, the Project Approvals, the Applicable Law, and all State and Federal laws.

6.3. Hold Harmless Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "**Indemnified Parties**") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities to the extent arising from the Project, this Agreement, the approval of the Project, and the activities of Tenants, their members, officers, employees, agents, contractors, invitees and any third parties on the Cannabis Center Site, from and against any challenges to the validity of this Agreement or other Project Approvals; provided, Owner shall have no such obligation arising from the negligence or wrongful misconduct of the Indemnified Parties. To the extent that Owner sells a portion of the Project to a Buyer, that Buyer and its successors in interest shall bear the responsibility of Owner under this Section 6.3 rather than Owner or any other Buyer. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

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

7.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers' representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon a Developer's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("**Private Contractors**") to perform such services as may be necessary to assist in processing the Project plans as described herein. Compensation of such Private Contractors shall be at the Developer's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the Project's development processing. The Developer shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors; provided the Developer shall have the right to reject the use of one or more particular Private Contractors in its reasonable discretion, in which case City shall select another Private Contractor not rejected by the Developer.

7.2. Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals, the Applicable Law and the Construction Codes; and (b) payment of the Processing Fees pursuant to Section 5.4.3 charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall in good faith expeditiously process and issue to Developers all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

7.3. Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project and the operation of the Cannabis Center shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Applicable Law, but the procedures for processing applications for such permits or approvals shall be governed by such ordinances and regulations as may then be applicable to the extent not inconsistent with this Agreement.

7.4. Right to Rebuild. City agrees that Owner, in Owner's sole discretion, may renovate or rebuild the Project or portions thereof during the Term should it become necessary due to natural disaster, changes in seismic, flood or other requirements, fire, or other causes. Any such renovation or reconstruction shall comply with the terms of this Agreement, and may be subject to CEQA as may be required under applicable law.

8. Effect of Agreement.

8.1. Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the

land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Applicable Law, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

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

8.3. Future Conflicting Initiatives or Referenda. If any New Rule is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, such New Rule shall not apply to the Property or Project. The Parties, however, acknowledge that the City's approval of this Agreement and one or more of the Project Approvals are legislative actions subject to referendum.

9. Permitted Delays; Supersedure by Subsequent Laws.

9.1. Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Developers and City shall be excused from performance of their obligations hereunder during any period of delay caused by Force Majeure as defined in Section 3.1.3, litigation, acts or neglect of the other Party, any referendum elections held on the Enacting Ordinance or the Applicable Law, or any other matter affecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities other than City, enactment of conflicting provisions of the Constitution or laws of the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "**Laws**"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Developers, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

9.2. Supersedure of Subsequent Laws or Judicial Action.

9.2.1. The provisions of this Agreement or of the Project Approvals shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new state or federal law or regulation or an action of a state or federal agency ("**Non-City Law**") or decision issued by a court of competent jurisdiction (a "**Decision**"), enacted or made after the Effective Date which is determined to be applicable and

prevents or precludes compliance with one or more provisions of this Agreement or of a Project Approval (such Non-City Law or Decision, a “**Change in Law**”).

9.2.2. Promptly after a Party learns of any such Change in Law, that Party shall provide the other Party written notice and a copy, together with a statement identifying how it conflicts with or affects the provisions of this Agreement or of a Project Approval. The Parties thereafter shall promptly meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement or the Project Approval, and shall make a reasonable attempt to modify or suspend this Agreement or the Project Approval to comply with such Change in Law in a manner that protects, to the greatest extent feasible, the vested rights of Owner under this Agreement. Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or Project Approval. If the Parties cannot agree on a manner or method to comply with the Change in Law, the Parties may but shall not be required to engage in alternative dispute resolution.

9.2.3. During the interim until this Agreement or the Project Approval is so amended, or for the remainder of the Term if this Agreement or Project Approval is not so amended, the provisions at issue shall be deemed suspended but the remainder of this Agreement or Project Approval shall remain in full force and effect to the extent it is not inconsistent with such Change in Law and to the extent such Change in Law does not render such remaining provisions impractical to enforce; provided, Owner retains the right in Owner’s sole discretion to terminate this Agreement and Owner’s obligations hereunder in response to suspension of such provisions.

9.2.4. Owner and City shall have the right to challenge the new Change in Law preventing compliance with the terms of this Agreement or a Project Approval. In the event that such challenge is successful, this Agreement or the Project Approval shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to the extent such challenge delayed the implementation of the Project or delayed or temporarily halted or curtailed operation of the Cannabis Center.

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

Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to this Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memoranda hereunder without further City Council action. Where Tenants request Operating Memoranda, they shall be subject to review and approval by the Owner of the subject portion of the Project.

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

12. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Property. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, may at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement and under the Special Use Permit ("**Assignable Rights**") to a third party, a subordinate entity, or a related entity (an "**Assignee**") in its sole discretion and without the prior written consent of City in each instance but with prior notice to City; provided any such Assignee must fully comply with all applicable terms of this Agreement, including without limitation the requirement to obtain a Regulatory Permit. Without limiting the foregoing, Owner may lease portions of the Project to Tenants and/or sell portions of the Property to Buyers, who thereafter shall assume the obligations and enjoy the rights of this Agreement (except as this Agreement may reserve such rights or obligations to Owner). Any lease or sale agreement shall require Tenants and Buyers to cooperate with Owner, City and other Tenants and Buyers in all respects with matters pertaining to this Agreement.

13. Review for Compliance.

13.1. Periodic Review. Pursuant to Section 65865.1 of the Development Agreement Statutes, City shall engage in an annual review of this Agreement, on or before the anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with its terms (the "**Periodic Review**"). Any initial finding of non-compliance will entitle Owner to reasonable good faith discussions with City staff to resolve the issue, and if necessary, a hearing before the City Council. In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement. If Owner sells a portion of the Property or Project to a Buyer, the Periodic Review as to that portion shall be between City and that Buyer (but with notice to Owner),

and any results of such Periodic Review shall only involve and affect that portion and that Buyer and not affect Owner or the remainder of the Property and Project.

14. Amendment or Cancellation.

14.1. Amendment of Agreement.

14.1.1. Modification Because of Conflict with State or Federal Laws. An amendment to this Agreement resulting from a Change in Law shall be governed by Section 12.2.

14.1.2. Amendment or Cancellation by Mutual Consent. This Agreement may be amended (in whole or part) in writing from time to time by mutual consent of the Parties and in accordance with the procedures of Government Code section 65868. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by an action which complies with Government Code section 65868.

14.1.3. Amendment as to Portion of Property. When a Party that is successor to Owner as to a portion of the Property ("**Portion**") seeks such an amendment, then such Party may only seek amendment of this Agreement as directly relates to the Portion, and the Party or Parties owning the remainder of the Property shall not be required or entitled to be a signatory or to consent to an amendment that affects only the other Party's Portion so long as such amendment does not directly or indirectly affect the rights or obligations of the Parties owning the remainder of the Property. If any Portion of the Property is subject to a document which creates an association which oversees common areas and any construction or reconstruction on or of the same, then the association shall be deemed to be the "owner" of that Portion of the Property for the purpose of amending this Agreement. Notice shall be given to Owner and all Parties owning Portions of the Property of any attempt to amend this Agreement as to a Portion, who shall have the right to intervene based on the claim that the amendment will affect rights or obligations as to the remainder of the Property.

14.1.4. Administrative Agreement Amendments. Notwithstanding the provisions of Section 17.1.2, the City Manager or designee ("**Director**") may, except to the extent otherwise required by law, enter into certain amendments to this Agreement on behalf of City so long as such amendment does not substantially affect (a) the Term; (b) the permitted uses of the Property; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Property; (e) the maximum height or size of proposed buildings; or (f) monetary contributions by Owner as provided in this Agreement (an "**Administrative Agreement Amendment**"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the Parties may execute an amendment hereto. The Director shall evaluate and apply the term "substantially affect" in the context of the Project as a whole.

14.1.5. Amendment Exemptions. No amendment of an Initial Approval or Subsequent Approval, whether done as an administrative amendment or otherwise, shall require an amendment to this Agreement. Instead, any such matter

automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by the Parties.

14.1.6. Amendment Limitations. In consideration of the scope of benefits to City provided by this Agreement and the Project, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to impacts on City directly attributable to such amendment.

14.2. Amendment of Project Approvals. To the extent permitted by law, any Initial Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner.

14.2.1. Administrative Project Amendments. Upon written request by Owner for an amendment or modification to an Initial Approval or Subsequent Approval, the Director shall determine (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole, and (b) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable Construction Codes, and State and Federal law. If the Director finds that the proposed amendment or modification satisfies the terms of this Section 15.2.1, and will result in no new significant environmental impacts not addressed and mitigated in the MND or mitigated by conditions to any Project Approval, it shall be determined to be an **“Administrative Project Amendment”** and the Director may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice or public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle or pedestrian circulation patterns or access points, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure that do not substantially alter the design concepts of the Project, and minor adjustments to the Project site diagram or Property legal description shall be treated as Administrative Project Amendments.

14.2.2. Non-Administrative Project Amendments. Any request of Owner for an amendment or modification to an Initial Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment pursuant to Section 15.2.1 shall be subject to review, consideration and action pursuant to Applicable Law and this Agreement.

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

If to City: City of Colusa
 Attention: City Manager
 425 Webster Street
 Colusa CA 95932
 Email:
 citymanager@cityofcolusa.com

With copy to:

Jones & Mayer, City Attorney
 Attention: Ryan R. Jones, Esq.
 6549 Auburn Blvd.
 Citrus Heights, California 95621
 Email: rjr@jones-mayer.com

If to Owner: COLUSA RIVERBEND ESTATES
 L.P., a California limited partnership,
 and
 COURTNEY DUBAR

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or Fax), if received before 5:00p.m. on a regular business day, otherwise on the next regular business day, so long as sender receives actual confirmation that the transmission was received; or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

16. Breach and Remedies.

16.1. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner and the defaulting Developer that specifies the nature of such default. If such default is not cured by the defaulting Developer within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, the defaulting Developer fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate the defaulting Developer's rights under this Agreement. Owner reserves the right but is not obligated to cure any default of a defaulting Developer so as to allow the Developer to remain in the Project with the rights and obligations of this Agreement.

16.1.1. Notwithstanding subsection 15.1, if a Tenant's default results in City terminating the Tenant's rights under this Agreement as to a portion of the Project occupied by the Tenant, Owner may reactivate such rights for the remaining Term either by occupying and operating the former Tenant's portion of the Project or by leasing it to another Tenant that qualifies under this Agreement. Recognizing the substantial benefit the City obtains through continued operation of the Project under this Agreement, Owner shall not be required to cure the former Tenant's default to exercise this right.

16.1.2. Notwithstanding subsection 15.1, if a Buyer's default results in City terminating the Buyer's rights under this Agreement as to a portion of the Project owned by the Buyer, Owner may reactivate such rights for the remaining Term by obtaining title to the former Buyer's portion of the Project and thereafter either operating such portion, leasing it to a Tenant, or selling it to another Buyer. Owner shall not be required to cure the former Buyer's default to exercise this right. Recognizing the substantial benefit the City obtains through continued operation of the Project under this Agreement,

16.2. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Property owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Property not owned by such Assignee or successor.

16.3. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by a non-breaching Party for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement, or to terminate this Agreement, and not by a claim or action for monetary damages against the breaching Party; provided, this limitation on damages shall not preclude actions to enforce payments of monies owed under this Agreement.

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

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

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

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

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

21. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of the Approval Date.

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

23. Encumbrances on Real Property.

23.1. Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("**Mortgage**") securing financing with respect to the Property or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner

and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Property or any portion thereof or any improvements thereon and its successors and assigns (“**Mortgagee**”) shall be entitled to the following rights and privileges.

23.2. Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments. Notwithstanding the above, no change to this Agreement requested by a Tenant or Buyer shall be made without the Owner’s approval in its sole discretion.

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

23.4. Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.3, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, and the performance thereof shall continue to be a condition precedent to City’s performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Property or any portion thereof. Uncured monetary defaults will terminate the rights under this Agreement and Mortgagee’s right to operate, to the extent such default relates to all or a portion of the Property.

23.5. Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee’s acquisition of title to the Property or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

24. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page left blank. Signatures on following pages]

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

“CITY”

CITY OF COLUSA, CA
a California Municipal Corporation

Date: _____, 2022

By: _____
Thomas Reische
Mayor

Attest:

By: _____
Shelly Kittle
City Clerk

Approved as to form:

JONES & MAYER

By: _____
Ryan R. Jones, Esq.
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature of Notary

“OWNER”

**COLUSA RIVERBEND ESTATES L.P., a
California limited partnership,**

Date: _____, 2022

By: _____
Managing Member

COURTNEY DUBAR

EXHIBIT A

Depiction of the Property

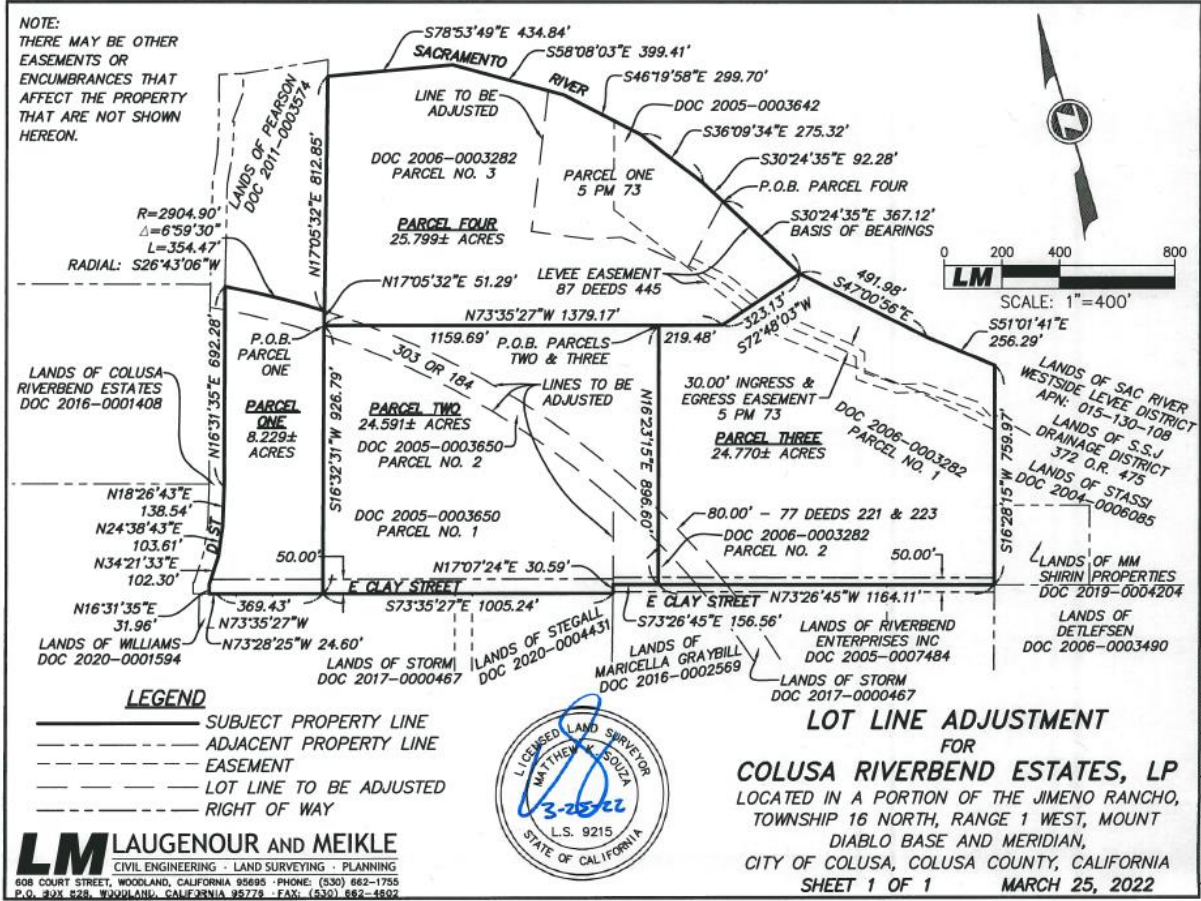


EXHIBIT B

Legal Description of the Parcels

[See Attached]



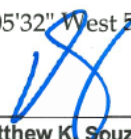
4571
March 25, 2022

EXHIBIT "A"
LAND DESCRIPTION
PARCEL ONE

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, also being portions of Parcel No. 1 and Parcel No. 2, as described in Document No. 2005-0003650, said County Records, and being more particularly described as follows:

BEGINNING at a point on the Southwesterly projection of the Northwesterly line of Parcel No. 3, as described in Document No. 2006-0003282, said County Records, said point being distant the following three (3) courses and distances from the most Easterly corner of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records: 1) along the Northeasterly line of Parcel No. 1 as described in said Document No. 2006-0003282, South 30°24'35" East 367.12 feet; 2) leaving said Northeasterly line, South 72°48'03" West 323.13 feet; and 3) North 73°35'27" West 1,379.17 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, South 16°32'31" West 926.79 feet to the Southerly line of said Parcel No. 1 as described in said Document No. 2005-0003650; thence, along said Southerly line the following two (2) courses and distances: 1) North 73°35'27" West 369.43 feet; and 2) North 73°28'25" West 24.60 feet to the Southwest corner of said Parcel No. 1; thence, along the West line of said Parcel No. 1 the following four (4) courses and distances: 1) North 16°31'35" East 31.96 feet; 2) North 34°21'33" East 102.30 feet; 3) North 24°38'43" East 103.61 feet; and 4) North 18°26'43" East 138.54 feet; thence, along said West line and the West line of said Parcel No. 2, North 16°31'35" East 692.28 feet to the Northwest corner of said Parcel No. 2; thence, along a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 26°43'06" West, said curve having a radius of 2,904.90 feet, through a central angle of 06°59'30", and having an arc distance of 354.47 feet, to the most Westerly corner of said Parcel No. 3; thence, along the Southwesterly projection of the Northwesterly line of said Parcel No. 3, South 17°05'32" West 51.29 feet to the POINT OF BEGINNING.




Matthew K. Souza, L.S.

3-25-22
Date

EXHIBIT "A"
LAND DESCRIPTION
PARCEL TWO

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, also being portions of Parcel No. 1 and Parcel No. 2, as described in Document No. 2005-0003650, said County Records, and also being portions of Parcel No. 1, Parcel No. 2, and Parcel No. 3, as described in Document No. 2006-0003282, said County Records, and being more particularly described as follows:


BEGINNING at a point within said Parcel No. 1 as described in said Document No. 2006-0003282, said point being distant the following three (3) courses and distances from the most Easterly corner of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records: 1) along the Northeasterly line of said Parcel No. 1 as described in said Document No. 2006-0003282, South 30°24'35" East 367.12 feet; 2) leaving said Northeasterly line, South 72°48'03" West 323.13 feet; and 3) North 73°35'27" West 219.48 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, North 73°35'27" West 1,159.69 feet; thence South 16°32'31" West 926.79 feet to the Southerly line of said Parcel No. 1 as described in said Document No. 2005-0003650; thence, along said Southerly line the following two (2) courses and distances: 1) South 73°35'27" East 1,005.24 feet; and 2) North 17°07'24" East 30.59 feet to the Southwest corner of said Parcel No. 2 as described in said Document No. 2006-0003282; thence, along the South line of said Parcel No. 2 as described in said Document No. 2006-0003282, South 73°26'45" East 156.56 feet; thence, leaving said South line, North 16°23'15" East 896.60 feet to the POINT OF BEGINNING.

Containing 24.591 acres of land, more or less.

The basis of bearings for this description is South 30°24'35" East, being the Northeasterly line of the Designated Remainder Parcel, as shown said Book 5 of Parcel Maps at Page 73, said County Records.

End of description.




Matthew K. Souza, L.S.

3-25-22
Date



City of Colusa California

STAFF REPORT

DATE: November 7, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa approving the proposal from Placer.ai.

Recommendation: The Council adopt the Resolution approving the Placer AI Order Form

BACKGROUND ANALYSIS:

Over the last several years, Economic Development has been a topic of discussion between council and staff. I've looked into different options the City has to boost economic development, one being companies that provide the information needed to help attract new business while helping our current business to grow and thrive. What we've learned is that the data matters, and is the biggest factor in how a businesses, especial chain, or larger stores, determine their next location. This data consists of metrics that capture foot traffic, trade areas, cross visitation, population density and migration patterns. From our partnership with HDL, we were able to have review reporting of grocery, retail, and restaurants and what their requirements are. The only missing factor was what these numbers were for Colusa. HDL was able to provide a high-level spend per square foot, but in order to assist with site selection and total foot traffic, we needed to find a solution.

I came across this software named Placer. Ai after investigating programs that capture this information. In completing a demo on how it works, I learned this could do a lot for the City of Colusa and even for our business. This program will allow the city to conduct traffic counts on roads, by using the software we can compare what the traffic count are today and if it has changed once a project is completed. It will also allow us to explain to the citizens why we fix one and not the other. It will also allow the city to track activities at the parks to see what parks get used the most and what parks we should focus on based on use. This software will also let us see how many people are shopping locally and where people may be going out of town to shop.

These are just a few examples of how the program may help the city. The software allows up to build out our own reporting (Ad-hoc Reporting) so we can compare metrics on civic projects and community events. While using historical data provided to prioritize projects, we will be able to understand and plan for impacts to a level we cannot at this time.

There are many location analytics companies that provide foot traffic, trade area, and trend demographics, and CRM. We looked at Tableau, Advan Research, Near.co, and Buxton. While the basic levels all provide similar data, Placer.ai was the most robust in reporting for civic needs, where the other software companies work for small business. It also has the least amount of algorithmic reporting, meaning we will be able to view the data and have these numbers work for Colusa, and not what is trending in larger and more urban areas.

In December, City Staff will present reporting and how this information can be used to the Council at a regularly scheduled meeting. At this meeting, Council may request for reports to be built out and available for review. This software will give Council and staff a chance to work collaboratively to set goals that have milestones met, while also empowering Council and staff to make the best choices based on data and science when needed.

BUDGET IMPACT:

The cost of the program is \$15,000 annually right now and based on population. The goal is to build out reporting to fit city needs and council goals for one year. Each department will have available use and reporting for their needs, and we will measure ROI at a department level, with an overall ROI for the City. I am suggesting use of ARPA funds to purchase the first year. After one year, City Staff and Council can review and decide to move forward using budgeted funds from Economic Development.

STAFF RECOMMENDATION:

Adopt Resolution 23 - __
Placer. Ai Order form

RESOLUTION NO. 23-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE
PLACER.AI ORDER FORM**

WHEREAS, on November 7, 2023, the City of Colusa City Council approved the Placer.ai order form.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA DOES HEREBY
RESOLVE:**

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Effective Date. This Resolution shall be effective immediately.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Passed and adopted this 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



PLACER LABS, INC.

ORDER FORM

City of Colusa, California Address:	(“Customer”) 425 Webster Street Colusa, CA 95932	Placer Labs, Inc. Address:	(“Placer”) 440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Jesse Cain	Contact Person	Terry Munoz
Email:	citymanager@cityofcolusa.com	Billing Contact Person:	Melissa Anderson
Phone:	530-682-2933	Billing Email*:	billing@placer.ai
Billing Contact Email:	fdirector@cityofcolusa.com	Billing Phone*:	415-228-2444

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the “Services”) include:

- Access, via Placer Venue Analytics Platform (“Placer’s Platform”), to all major venues within the United States
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “Placer Data”. Customer may use Placer Data solely for the following purposes (“Permitted Uses”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“Research Data” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing

materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

\$15,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer’s customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services.

Placer may increase the fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

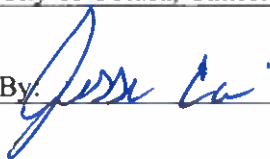
7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “Agreement”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

City of Colusa, California
By: 
Name: Jesse Cain

“Placer”

Placer Labs, Inc.
By:
Name: