



PLANNING COMMISSION

Wednesday, March 18, 2026

Special Meeting - 6:00 PM

City Hall – City Council Chambers
425 Webster Street, Colusa, CA 95932

AGENDA

The public may address the Commission on any agenda item during the Commission's discussion of that item, not to exceed three (3) minutes. We ask that the speaker kindly be recognized by the Planning Commission Chair before speaking and be limited to one comment, per item.

Chair – John Martin
Vice Chair – Thomas Roach
Commissioner – Sara Andreatii
Commissioner – Amy Schmidt
Commissioner – Jean-Pierre Cativiela

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PUBLIC COMMENTS *The Planning Commission may read / address comments on any item concerning subject matter that is within the Planning Commission's jurisdiction. No action may be taken on items not posted on the agenda, other than to briefly respond, refer to staff, or to direct that an item be placed on a future agenda.*

PUBLIC HEARING (continued from March 4, 2026)

1. Planning Commission to open the Public Hearing and review, make a recommendations to the City Council to adopt an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program in accordance with the California Environmental Quality Act and recommend LAFCo approval of the Wastewater Treatment Plan Annexation (WWTP #2), and City Council approval of Colusa Triple Crown Special Use Permit (Cannabis), Development Agreement, Site Plan Review, Tentative Subdivision Map, as well as a Colusa Municipal Code Text Amendment, A General Plan Map Amendment, and Rezone.

Proposed Motions:

I move that the Planning Commission adopt Resolution No. 26-____, recommending the City Council approval of the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program that were prepared in accordance with the California Environmental Quality Act for the Wastewater Treatment Plant Annexation (WWTP #2) – Colusa Triple Crown Development (“Project”) (State Clearing House Number 2060100440

I move that the Planning Commission adopt Resolution No. 26-____, recommending that the City Council approve the Wastewater Treatment Plan Annexation (WWTP#), Colusa Triple

Crown Special Use Permit (Cannabis), Development Agreement, Site Plan Review, Tentative Subdivision Map as well as a Colusa Municipal Code Text Amendment, A General Plan Map Amendment and Rezone.

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

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 530-458-4941 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 of Colusa, California

STAFF REPORT

DATE: March 18, 2026
TO: Planning Commission – Action Item – Public Hearing
FROM: Jake Morley, Planning Consultant

AGENDA ITEM: The project includes the recommendation to the City Council to adopt an Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program in accordance with the California Environmental Quality Act and recommend LAFCO approval of the Wastewater Treatment Plan Annexation (WWTP #2), and City Council approval of the Colusa Triple Crown Special Use Permit (Cannabis), Development Agreement, Site Plan Review, Tentative Subdivision, as well as a Colusa Municipal Code Amendment, A General Plan Map Amendment, and Rezone.

Recommendation: Planning Commission to open the Public Hearing and review, make a recommendations to the City Council to adopt an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program in accordance with the California Environmental Quality Act and recommend LAFCo approval of the Wastewater Treatment Plan Annexation (WWTP #2), and City Council approval of Colusa Triple Crown Special Use Permit (Cannabis), Development Agreement, Site Plan Review, Tentative Subdivision Map, as well as a Colusa Municipal Code Text Amendment, A General Plan Map Amendment, and Rezone.

Proposed Motions:

I move that the Planning Commission adopt Resolution No. 26-___, recommending the City Council approval of the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program that were prepared in accordance with the California Environmental Quality Act for the Wastewater Treatment Plant Annexation (WWTP #2) – Colusa Triple Crown Development (“Project”) (State Clearing House Number 2060100440

I move that the Planning Commission adopt Resolution No. 26-___, recommending that the City Council approve the Wastewater Treatment Plan Annexation (WWTP#), Colusa Triple Crown Special Use Permit (Cannabis), Development Agreement, Site Plan Review, Tentative Subdivision Map as well as a Colusa Municipal Code Text Amendment, A General Plan Map Amendment and Rezone.

SUMMARY

The proposed project is located just east of the City of Colusa's Wastewater Treatment Plant (WWTP) and includes the following components:

1. Annexation of city-owned agricultural land and lands known as Brookins Ranch. All the property is within the Sphere of Influence for the City. Brookins Ranch is identified in the 2007 General Plan as a future growth area with a zoning designation of R-1 Single-Family Residential. The city owns the remaining portion of the property and currently leases it for agricultural purposes. The total annexation area consists of 10 separate assessor parcel numbers (APNs) totaling approximately 694.85 acres, including right-of-way.
2. Approval of the Colusa Triple Crown (CTC) – Special Use Permit (Cannabis). The CTC facility will occupy approximately 88.97 acres of city-owned land that directly abuts the WWTP to the east. CTC intends to develop the site into 10 individual structures over 3 to 8 years, totaling 2,130,000 square feet of cannabis research and development space. Additional CTC elements include a Development Agreement, a Tentative Subdivision Map, and a Site Plan Review Permit.
 - a. Colusa Triple Crown – Development Agreement
Colusa Municipal Code (CMC) text amendment, which would add a new designation to the CMC. This designation, A-G Agricultural, mirrors the existing E-A Exclusive Agricultural as currently designated in the County of Colusa.
3. Colusa Municipal Code (CMC) text amendment, which would:
 - a. Add CMC Appendix A - *Article 17.5 A-G Agricultural District* to the municipal code. This designation, A-G Agricultural, is similar to the existing E-A Exclusive Agricultural as currently designated in the County of Colusa.
 - b. Modify CMC Appendix A - *Article 21.5 Cannabis Regulations*, to permit cannabis operations in the A-G Agricultural zoning district.
4. General Plan Amendment – designation of the approximately 509 acres of city-owned land as Agricultural on the General Plan Diagram, while the approximate 161 acres of Brookins Ranch property will inherit the Low Density as identified in the 2007 General Plan. Currently, the County has Brookins Ranch designated Industrial, while city-owned land is designated Agricultural.
5. Rezone the city-owned land so that it has an A-G Agricultural zoning designation. At the same time, the Brookins Ranch property will inherit the R-1 Single Family zoning district as identified in the 2007 General Plan.

BACKGROUND:

In 2024, the City of Colusa approved the Colusa Triple Crown (CTC) Special Use Permit for a cannabis operation on approximately 83.66 acres (APNs 002-270-002, 002-270-003, 002-270-

004, 002-270-005, 002-270-006, 002-270-007, 002-270-008) on the northeastern side of Colusa, just north of East Clay Street. This property is currently designated Industrial on the General Plan and located in the M-1 Light Industrial zoning district.

Following that approval, the city entered discussions with CTC to potentially locate the cannabis facility near the Wastewater Treatment Plant (WWTP) on the western side of the city. The CTC site would be situated on 88.97 acres of city-owned land, which would be conveyed to CTC, and the city would then receive the property on East Clay Street. The applicant agreed that the new location offered better construction opportunities, greater security, and reduced proximity to nearby residential and commercial properties.

The potential relocation would also provide CTC with the opportunity to use treated wastewater from the WWTP, commonly known as purple pipe water, which was recently installed in the city.

This relocation would allow CTC to construct its facility. At the same time, the city would investigate the East Clay Street site as a potential regional sports venue with organized play fields and supporting improvements and facilities. It should be noted that there are no proposed development plans or sufficient details to provide any meaningful analysis of the potential regional sports venue, as the topic is currently supported by the council but not budgeted, studied, or planned. When such a plan is proposed, additional environmental review and analysis will occur.

ANALYSIS:

Annexation

Under state law, the city may have property outside its boundaries and remain within city limits if the land is dedicated to the treatment of the affluent, as is the case for the WWTP. In this instance, the city also owns approximately 509 acres of agricultural land that abuts the WWTP on its eastern border and extends east and south toward the main limits of Colusa. Although the city owns these agricultural lands, they are not within limits but are within the Sphere of Influence. As such, these lands are also subject to property taxes in the County. But once annexed, the city would no longer be required to pay property tax upon city-owned land within its limits.

In addition to the city-owned land, the landowner of 161.4 acres, known in the General Plan as Brookins Ranch, expressed a desire also to be annexed to the city. With the combination of city-owned and Brookins Ranch, the entire annexation area would now be connected to the central portion of the city limits.

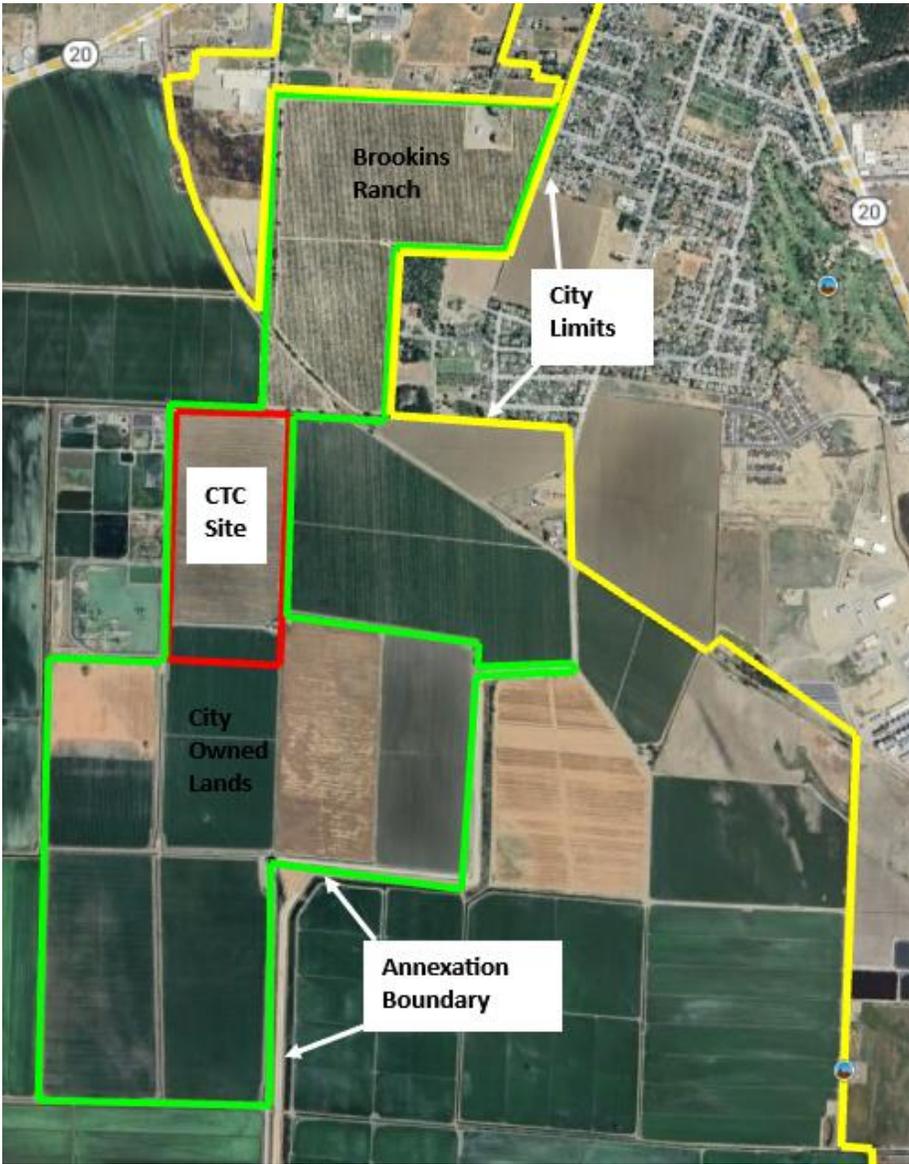


Figure 1: Annexation boundary highlighted in green. Existing City Limits are highlighted in yellow, and the Colusa Triple Crown facility would be in the boundary highlighted in red.

Brookins Ranch

Brookins Ranch is identified in the 2007 General Plan as a Special Planning Area (SPA-2) and was analyzed in the General Plan Environmental Impact Report (EIR) for potential development. The General Plan states:

Brookins Ranch Estates – The Brookins Ranch Estates property consists of a 161.4-acre vacant site located on unincorporated land adjacent to the southwest boundary of Colusa. It is bounded on the west by Will S. Green Avenue, on the north by Colusa High School, on the east by Tennant Estates subdivision (approximately one-quarter mile west of Wescott Road), and on the south by the old railroad right-of-way. The site, designated

Agriculture Transition (A-T) in the Colusa County General Plan, has not been farmed recently but contains farm buildings and a single-family residence.

The City’s intent for this planning area is that it be annexed to the City with a land use designation of low-density residential LDR. Based on a mid-range density of six dwelling units per acre, the General Plan would allow for maximum development of approximately 600 units. Brookins Ranch would be developed as a planned development to provide flexibility in site design and density distribution.

At the time of the creation of the 2007 General Plan, the Brookins Ranch Estates was an active project with a proposal of 600 single-family lots, a fire station, two parks, additional right-of-way to allow connection to the high school, as well as traditional urban development consisting of storm drainage, water, sewer, and power, etc.

But in 2008-2009, the “Great Recession” occurred, and the application subsequently stopped and has since expired. There are currently no applications or discussions regarding the development of the SPA area. If such an application were submitted, the site would be evaluated and analyzed, followed by an environmental review.

General Plan Amendment and Rezone to change the parcel land use designations and zoning as follows:

Property	Designations	Current County Designation	Pre-zone	Proposed City Designations
Brookins Ranch	General Plan:	Industrial	Low Density	Low Density
	Zoning:	M-1 Light Industrial	R-1 Single Family	R-1 Single Family
City-Owned Agricultural Land	General Plan:	Agricultural	Urban Reserve	Agricultural
	Zoning:	E-A Exclusive Agricultural	UR – Urban Reserve	A-G Agricultural

Municipal Code Text Amendment

Currently, the city does not have A-G Agricultural zoning development standards. As such, a new A-G Agricultural zoning is proposed. This proposed district is similar to the existing E-A Exclusive Agricultural zoning district, as found in the Colusa County Municipal Code. Staff is making recommendations for modifications, including reducing the lot size from 40 acres to 5 acres and removing the Airfield land use designation.

Additionally, Appendix A - Article 21.5 Cannabis Regulations would be modified to permit cannabis operations in the A-G Agricultural zoning district, as it is currently allowed only in the M-1 Light Industrial, M-2 General Industrial, and M-L Limited Manufacturing zoning districts. No other changes to Article 21.5 are proposed.

Colusa Triple Crown Facility

The proposed Colusa Triple Crown (CTC) facility will be placed on approximately 88.97 acres (portion of APN 017-020-026), which is immediately east of the WWTP. CTC intends to develop the site into a 2,130,000-square-foot cannabis research and development facility. The facility will include an energy-efficient indoor space for cannabis cultivation and plant processing; facilities for creating and infusing products; a testing laboratory for internal product monitoring and quality control; research and development; a training center and distribution center; a non-

storefront dispensary; and a corporate office. The park facility is planned for development in 5 phases and construction over a 3- to 8-year period. The site will be developed to include additional features, including parking, trash enclosures, storage areas, and utility improvements. The maximum height of the structures will be 44 feet.

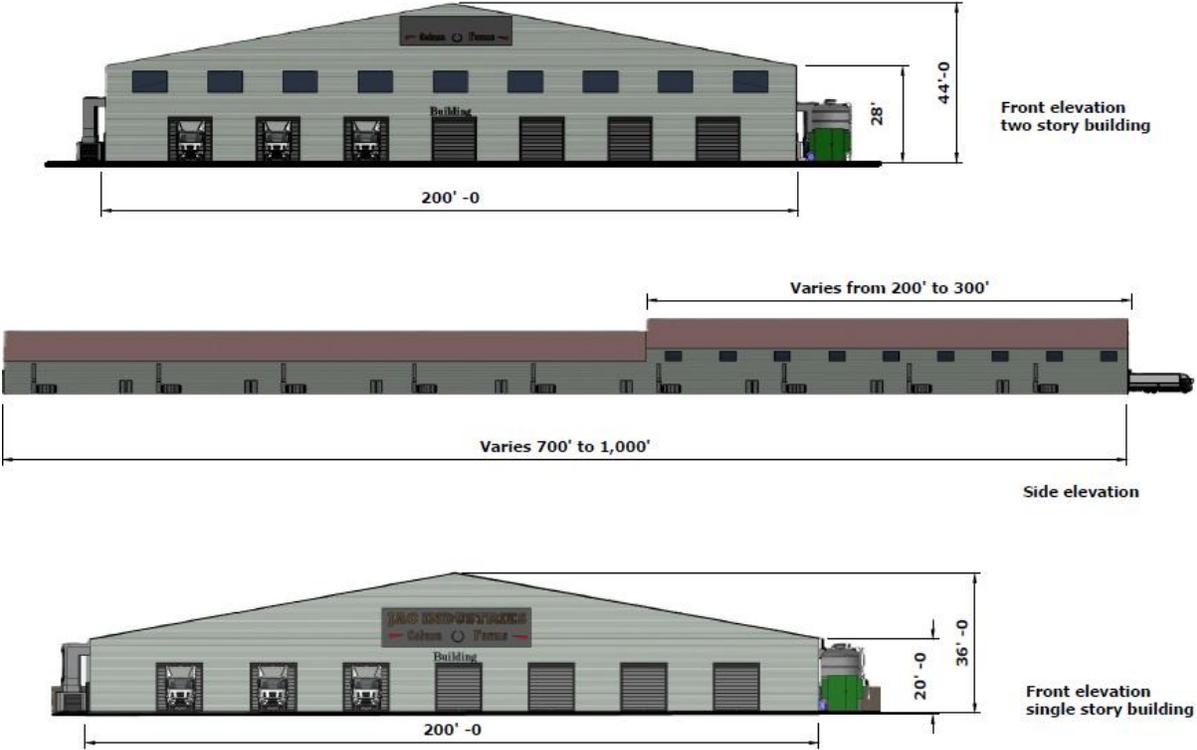


Figure 2: CTC Proposed Elevations

CTC Project Details

The CTC facility would include energy-efficient indoor space for cannabis cultivation, plant processing spaces, facilities for creating infused products, a testing laboratory for internal product testing, research/development and training centers, a distribution center, a non-storefront dispensary, and corporate offices. The facility will have square footage dedicated to administration, research and development, distribution, warehousing, manufacturing, nursery, and non-storefront retail (delivery).

The following table breaks down the anticipated square footage associated with each specific operation:

CTC Anticipated Square Footage Operations

Total Net Useable Square Footage	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total Square Footage
Un-Usable Square ft. (Hallways/Bathrooms)	35,200	35,200	35,200	32,000	32,000	169,600
Cultivation	260,000	274,000	286,000	240,000	240,000	1,306,000

Processing/Trim	26,400	35,200	31,200	24,000	24,000	140,080
Administration	8,800	8,800	8,800	8,800	8,000	42,400
Manufacturing	8,800	8,800	8,800	8,800	8,000	42,400
Nursey	6,800	4,400	4,400	4,000	4,000	23,600
Sales/Marketing	6,800	8,800	8,800	8,000	8,000	40,400
Warehouse	39,200	34,000	22,000	32,000	32,000	159,200
Distribution	332,00	22,000	26,000	32,000	32,000	145,200
R&D	4,000	4,400	4,400	4,000	4,000	21,200
Foodservice	4,000	4,400	4,400	8,000	8,000	29,200
Totals	440,000	440,000	440,000	400,000	400,000	2,120,000

Colusa Municipal Code (CMC) Chapter 12F – Cannabis Business Regulatory Permit and Appendix A – Article 21.5 Cannabis Regulations allows cannabis manufacturing businesses to operate in specific zoning districts, subject to city approval of a special use permit. CMC has strict standards for cannabis applications, operations, and facilities, including maintaining insurance and indemnifying the city against all claims, damages, etc., arising from the operation of the cannabis business facility, and having secure plans in place. Cannabis operations are also required to meet the CMC standards for noise and nuisance requirements. In this instance, Cannabis has specific odor control requirements that operators shall provide a sufficient odor-absorbing ventilation and exhaust system so that odor generated inside the facility is minimized to the greatest extent practicable.

CTC will also be regulated by the Department of Cannabis Control (DCC), a state regulatory agency that licenses, inspects, and oversees all cannabis activity in the state.

Additional CTC Details

- Nursery cultivation operations will be entirely indoors under mixed-light conditions.
- Manufacturing would consist of equipment, an internal testing laboratory, and control equipment.
- Administration space would consist of record keeping, storage, office, break area, and security.
- Distribution and Warehousing would serve as a center where orders would be filled, packed, and shipped.

Tentative Subdivision Map

CTC proposes dividing the 86-acre site into 10 parcels, ranging in size from 10.83 acres to 6.44 acres, with an average parcel size of 8.60 acres

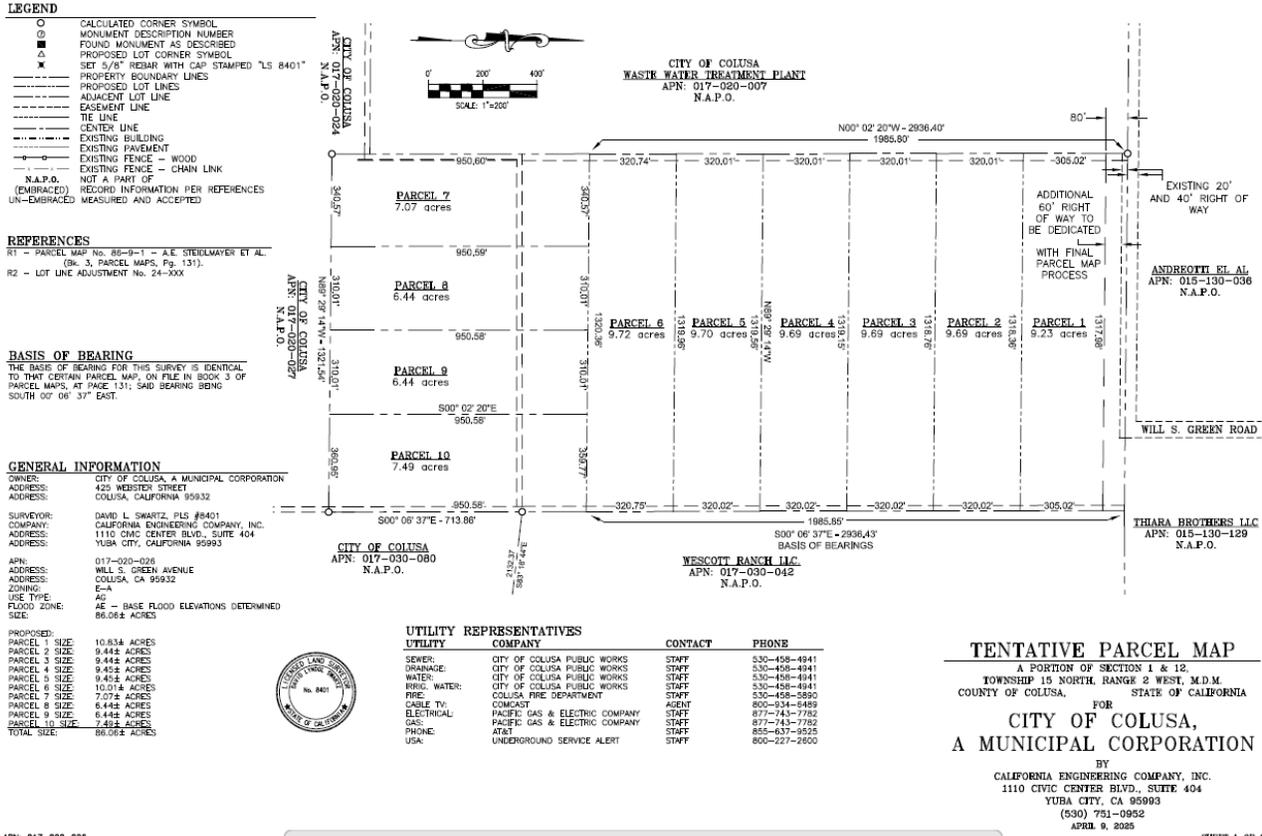


Figure 3: Proposed Tentative Subdivision Map

Levee System

Main access to the site will be from Will S. Green Road from the north, with emergency/secondary access permitted from the south, connecting to Wescott Road. A levee system will surround the project site. This embankment will start approximately on Will S. Green Road, where the abandoned railroad right-of-way crosses the road. The embankment will gradually rise to an elevation approximately 1 foot above the existing base flood elevation, which is approximately 54 feet. This improvement will be on Will S. Green Road and will connect to the existing levee system that surrounds the WWTP. The CTC site will then construct additional levees along the south and east property lines to fully encircle the site.

Water Utilization

Part of the interest in relocating the CTC project from East Clay Street to the site next to the WWTP is that the CTC facility could use recycled or reclaimed water ("purple pipe") from the WWTP. Purple pipe water is highly treated reclaimed wastewater from WWTPs that can be used for non-drinking purposes, such as landscape irrigation and industrial cooling. It is referred to as the purple pipe because the associated infrastructure (pumps, pipes, valves, etc.) is used to prevent accidental cross-contamination with safe drinking water; the color serves as a clear visual warning that it is not for consumption.

Purple pipe infrastructure was installed in 2024 for utilization on 509 acres of city-owned agricultural lands. Cannabis is recognized as an agricultural product; as such, it can benefit from using the purple pipe, which is expected to have an estimated total capacity of 450,000 gallons per day.

Once the CTC facility has full water capacity, an estimated total of 44,640 gallons of purple pipe water, it will utilize reverse osmosis (RO) to reclaim further its own agricultural water used for hydroponic purposes. It is anticipated that the RO system will reclaim approximately 98% of its daily usage, resulting in approximately 43,740 gallons of internally captured water, and 670 new gallons of purple pipe will be introduced.

Development Agreement to reflect the changed development potential associated with the new General Plan designations and rezoning. The Development Agreement acknowledges the new location, the land swap with the City for the East Clay, the terms of the agreement, and assurances that development fees will not change over the course of build-out.

Colusa County Airport Land Use Commission

On November 17, 2025, Colusa County Airport Land Use Commission (ALUC) reviewed the entire proposal, including the CTC facility, the General Plan amendment, Rezone, and municipal text amendments and found the project to comply with the 2014 Colusa County Airport Land Use Compatibility Plan in that the proposed changes are consistent with the B1, C1, and C2 Compatibility Zones.

GENERAL PLAN

Brookings Ranch will receive a General Plan designation of low density and a zoning designation of R-1 Single Family Residential. In contrast, the city-owned agricultural lands will receive a General Plan designation of Agricultural and a new zoning designation of A-G Agricultural. The Brookins Ranch is compatible with the surrounding lands, including Colusa High School to the north and existing residential to the north and east. At the same time, the western portion of the site abuts city-owned land known as the Perilli Building. The Agricultural lands will be bounded on the east, south, and west by agricultural lands, with a small portion to the north abutting Brookins Ranch and its R-1 zoning. The agricultural designation abuts the WWTP along a portion of its western property line.

The following General Plan Goals, Policies, and Actions apply to the project:

Goal LU-5: To ensure growth occurs in an orderly, compact, and efficient manner, so that municipal services and infrastructure can be extended at the least possible cost.

Policy LU-5.3: The City shall limit annexations and future urban development to land within the sphere of influence for this General Plan through the year 2025.

Policy LU-6.1: Growth shall provide a strong diversified economic base and a reasonable balance between employment and housing for all income groups.

Policy LU-6.3: Growth shall be managed to ensure that adequate public facilities and services are planned for and provided in a manner that protects the public's health, safety, and welfare.

Goal LU-10: To promote an expanding and increasingly diversified local economy that will meet the employment needs of local residents and strengthen the local tax base.

Policy LU-10.1: The City shall make every effort to attract new jobs-producing businesses that will maximize economic benefits to current and new residents and businesses.

Policy CCD-9.5: Lighting shall be designed to control glare and minimize light spillage onto adjacent properties and into the night sky.

Policy CCD-9.7: Security lighting shall be effective while confining illumination to the property on which the fixtures are located.

Goal MFS – 1: To provide civic, community, and maintenance facilities for both new development and existing residents and businesses at a level that will maintain and improve the standard of living for the entire community.

FINDINGS

General Plan Amendment Findings

The Planning Commission must make a written recommendation to the Council whether to approve, approve in modified form, or deny the proposed General Plan Amendment based on the required findings noted below.

1. *The proposed amendment is internally consistent with the plan being amended.*

The General Plan will remain internally consistent because the land known as Brookins Ranch is identified as Low Density on the 2007 General Plan diagram, a designation it will receive upon annexation to the city limits. The city-owned lands will receive an Agricultural designation, which is how the property is currently identified in the county and how it is currently being used. The change from the county designation of Industrial to Low Density for the Brookins Ranch land, and from the county Agricultural to the city Agricultural designation, does not affect the City's ability to serve either property.

2. *The site is physically suitable, including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints, for the proposed land use or development.*

There are no physical or environmental constraints on the properties that would prohibit future residential use on the Brookins Ranch site or agricultural use on the city-owned agricultural lands. Utilities such as electricity, sewer, and water are available at both locations and are served by existing public rights-of-way.

Rezone Findings

The Planning Commission must make a written recommendation to the Council whether to approve, approve in modified form, or deny the proposed zoning map amendment based on the required findings noted below.

1. *The proposed amendment is consistent with the General Plan, any applicable specific plan, and any applicable neighborhood and area plans.*

The proposed rezone of Brookins Ranch from county zoning M-1 Light Industrial to R-1 Single-Family would be consistent with the General Plan's Low Density designation. While the proposed rezone of county zoning from E-A Exclusive Agricultural to city A-G Agricultural would be consistent with the General Plan designation of Agricultural. Both rezones would be internally consistent with the General Plan for the reasons cited above.

2. *The site is physically suitable, including, but not limited to, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints, for the requested zoning designations and anticipated land use and development.*

There are no physical or environmental constraints on the properties that would prohibit future residential use on the Brookins Ranch site or agricultural use on the city-owned agricultural lands. Utilities such as electricity, sewer, and water are available at both locations and are served by existing public rights-of-way.

Use Permit Findings

The Planning Commission must make a written recommendation to the Council whether to approve, approve in modified form, or deny the proposed cannabis use permit based on the required findings noted below.

1. *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.*

The proposed cannabis facility is in a portion of the city with no residential development; the nearest residence is approximately 1,200 linear feet (0.22 miles) to the northeast. Placing the use next to the city's WWTP would inherently limit its visibility within the city, as the cannabis facility is at the end of Will S. Green Road, which serves only to access the WWTP and the surrounding agricultural lands. The location is therefore not frequently visited by the public, as there are no goods, services, or commercial districts in the area. Instead, the area consists of the city's WWTP, which employs only city employees, and agricultural lands, which receive maintenance and upkeep only when farming practices require it. The facility must comply with Colusa Municipal Code Appendix A, Article 21.5 – Cannabis Regulations, which sets forth regulatory requirements that facilities shall abide by, including odor and venting controls. Similarly, cannabis would also be further regulated by the state through the Department of Cannabis Control, which licenses and regulates all commercial cannabis activity.

PUBLIC CONTACT

On January 29, 2026, a 30-day public hearing notice was mailed to all landowners within 300 feet of the project boundary, and a legal notice was published in the Pioneer Review on February 6th. Notices were placed at the County's Recorder's Office, at City Hall, and also made available on the city's website at <https://cityofcolusa.com/public-notices/>. Tribal Consultation was

completed in compliance with AB 52 and SB18 as part of the California Environmental Quality Act review. Based on the results of an Initial Study, a Mitigated Negative Declaration (SCH Number 2026010040) was prepared for the project. As of the date of this report, staff have not received any inquiries or comments from the public. Due to the size of the Initial Study/Mitigated Negative Declaration document, it is available for review at <https://cityofcolusa.com/public-notices/>

BUDGET IMPACT: Development impact fees and inspection fees are expected to be collected as the Colusa Triple Crown project is built out, as outlined in the Development Agreement.

ATTACHMENTS:

1. Planning Commission Resolution 26 - ___
2. Planning Commission Resolution 26-___
3. City Council Resolution
Exhibit I – Mitigation Monitoring Reporting Program (MMRP)
4. City Council Resolution
Exhibit I – Tentative Subdivision Map dated April 9, 2025
Exhibit II – Project Details – Elevations – Pages 1 through 9
5. City Council Resolution
Exhibit I – General Plan Amendment Diagram
6. Ordinance – Development Agreement
7. Ordinance – Rezoning
Exhibit I – Zoning Map
8. Ordinance – Article 17.5 A-G Agricultural Zone Addition
9. Ordinance – Article 21.5 Cannabis Regulations Modification

RESOLUTION NO. 26 - ____

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLUSA –
RECOMMENDING CITY COUNCIL APPROVAL OF THE MITIGATED NEGATIVE DECLARATION AND
THE MITIGATION MONITORING AND REPORTING PROGRAM THAT WERE PREPARED IN
ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE WASTEWATER
TREATMENT PLANT ANNEXATION (WWTP #2) – COLUSA TRIPLE CROWN DEVELOPMENT
("PROJECT") (State Clearing House Number 20260100440)**

WHEREAS, the City of Colusa City Council has authorized the processing of an annexation application for 680.06 acres of land that is west of the city limits and abuts the Wastewater Treatment Plant. The annexation area also includes approximately 14.79 acres of road right-of-way for Will S. Green Road and portions of Westcott Road. Together, all the lands total approximately 694.85 acres and contain 10 Assessor Parcel Numbers 017-020-024, 017-020-025, 017-020-026, 017-020-027, 017-030-079, 017-030-080, 015-130-128, 015-130-129, 015-130-068, 015-130-082; and

WHEREAS, in addition to the annexation (WWTP #2), the Project includes a general plan amendment (GPA 25-01), rezone (RZ 25-01), municipal code amendment (CA 25-01), site plan review (SPR 25-01), tentative subdivision map (TSM 25-01) and cannabis use permit (Cannabis UP 25-01) which all constitutes as the Project ("Project"); and

WHEREAS, the City has prepared an Initial Study/Mitigated Negative Declaration for the Project and a Mitigation Monitoring and Reporting Program for the Project pursuant to the California Environmental Quality Act ("CEQA") (Pub. Resource Code §2100 et seq.), the CEQA Guidelines (14 Cal. Code Regs., § 1500 et seq.), and the local procedures adopted by the City pursuant thereto; and

WHEREAS, the Initial Study/Mitigated Negative Declaration reflects the City of Colusa's independent judgment and analysis; and

WHEREAS, the Planning Commission has reviewed and considered the Initial Study/Mitigated Negative Declaration, related Mitigation Monitoring and Reporting Program for the Project, and other information in the record; and

WHEREAS, the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project are, incorporated, by this reference, into this Resolution as if fully set forth herein.

NOW THEREFORE, BE IT RESOLVED by the City of Colusa Planning Commission as follows:
The Commission hereby recommends that the City of Colusa City Council approves the Initial Study/Mitigated Negative Declaration and adopt the related Mitigation Monitoring and Reporting Program for the Project, and make the following findings:

1. The City Council has independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration, related Mitigation Monitoring and Reporting Program, and other information in the record and has considered the information contained therein, prior to acting upon this Project;
2. The Initial Study/Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program prepared for the Project have been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA;
3. The Initial Study/Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program prepared for the Project represent the independent judgment and analysis of the City of Colusa as the lead agency for the Project;
4. The Planning Commission supports the conclusions of the Initial Study/Mitigated Negative Declaration and the mitigation measures set forth in the Mitigation Monitoring and Reporting Program for the Project, as both documents are supported by substantial evidence;
5. On the basis of the whole record before it, including the Initial Study/Mitigated Negative Declaration and any comments received, there is no substantial evidence that the Project will have a significant effect on the environment with the application of the mitigation measures.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission Meeting held on the 17th day of March 2026, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed and approved as to form by me on this _____ day of _____ 2026

ATTEST: _____

City Manager, Jesse Cain

Planning Chair, _____
John Martin

RESOLUTION NO. 26 - ____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLUSA – RECOMMENDING CITY COUNCIL APPROVAL OF THE WASTEWATER TREATMENT PLANT ANNEXATION (WWTP #2) – COLUSA TRIPLE CROWN DEVELOPMENT AND RELATED APPLIATIONS AND 1) APPROVE AN ANNEXATION 2) ADOPT A GENERAL PLAN AMENDMENT 3) REZONE PROPERTY 4) APPROVAL OF COLUSA MUNICIPAL CODE AMENDMENTS 5) APPROVE A TENTATIVE SUBDIVISION MAP 6) APPROVE CANNABIS USE PERMIT AND 7) APPROVE A SITE PLAN REVIEW (“PROJECT”) (State Clearing House Number 20260100440)

WHEREAS, the City of Colusa City Council has authorized the processing of an annexation application for 680.06 acres of land that is west of the city limits and abuts the Wastewater Treatment Plant. The annexation area also includes approximately 14.79 acres of road right-of-way for Will S. Green Road and portions of Westcott Road. Together, all the lands total approximately 694.85 acres and contain 10 Assessor Parcel Numbers 017-020-024, 017-020-025, 017-020-026, 017-020-027, 017-030-079, 017-030-080, 015-130-128, 015-130-129, 015-130-068, 015-130-082; and

WHEREAS, in addition to the annexation (WWTP #2), the project includes a general plan amendment (GPA 25-01), rezone (RZ 25-01), municipal code amendment (CA 25-01), site plan review (SPR 25-01), tentative subdivision map (TSM 25-01) and cannabis use permit (Cannabis UP 25-01) which all constitutes as the Project (“Project”); and

WHEREAS, the Planning Commission has considered the Project, the recommendations of the staff report, and comments provided at a public hearing, duly noticed and held in a manner as required by law on March 17, 2026

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

1. The Commission hereby determines and finds that the facts set forth in the recitals above are true and correct and hereby added as substantive findings.
2. Based on all of the above, and based on the findings contained in the attached draft Resolutions and Ordinances prepared for the City Council, the Planning Commission hereby recommends that the City Council approve the Wastewater Treatment Plant Annexation (WWTP #2) – Colusa Triple Crown facility by adopting the attached resolutions and ordinances, amend the General Plan, rezone the Project site, amend portions of and add to the Colusa Municipal Code, approve Tentative Subdivision Map, approve a Cannabis Use

Permit and approve the Development Agreement between Colusa Triple Crown and the City, each attached hereto.

- 3. The Planning Commission hereby specifies that the materials and documents which constitute the record of proceedings upon which its decisions are based are located and under the custody of the City of Colusa.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission Meeting held on the 17th day of March 2026, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed and approved as to form by me on this ____ day of _____ 2026

ATTEST: _____

City Manager, Jesse Cain

Planning Chair, _____
John Martin

RESOLUTION NO. 26 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM THAT WERE PREPARED IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE WASTEWATER TREATMENT PLANT ANNEXATION (WWTP #2) – COLUSA TRIPLE CROWN DEVELOPMENT (“PROJECT”) (State Clearing House Number 20260100440)

WHEREAS, the City of Colusa City Council has authorized the processing of an annexation application for 680.06 acres of land that is west of the city limits and abuts the Wastewater Treatment Plant. The annexation area also includes approximately 14.79 acres of road right-of-way for Will S. Green Road and portions of Westcott Road. Together, all the lands total approximately 694.85 acres and contain 10 Assessor Parcel Numbers 017-020-024, 017-020-025, 017-020-026, 017-020-027, 017-030-079, 017-030-080, 015-130-128, 015-130-129, 015-130-068, 015-130-082; and

WHEREAS, in addition to the annexation (WWTP #2), the Project includes a general plan amendment (GPA 25-01), rezone (RZ 25-01), municipal code amendment (CA 25-01), site plan review (SPR 25-01), tentative subdivision map (TSM 25-01) and cannabis use permit (Cannabis UP 25-01) which all constitutes as the Project (“Project”); and

WHEREAS, the City has prepared an Initial Study/Mitigated Negative Declaration for the Project and a Mitigation Monitoring and Reporting Program for the Project pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Resource Code §2100 et seq.), the CEQA Guidelines (14 Cal. Code Regs., § 1500 et seq.), and the local procedures adopted by the City pursuant thereto; and

WHEREAS, the Initial Study/Mitigated Negative Declaration reflects the City of Colusa’s independent judgment and analysis; and

WHEREAS, the Planning Commission has reviewed, considered, and recommended approval of the Initial Study/Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program for the Project at their March 18, 2026, meeting

WHEREAS, the City Council has reviewed and considered the Initial Study/Mitigated Negative Declaration, related Mitigation Monitoring and Reporting Program for the Project, and other information in the record; and

WHEREAS, the Initial Study/Mitigated Negative Declaration is incorporated by this reference into this Resolution as if fully set forth herein; and

WHEREAS, the Mitigation Monitoring Reporting Program (MMRP) for the project is incorporated as Exhibit I.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUSA AS FOLLOWS:

The City Council hereby approves the Initial Study/Mitigated Negative Declaration and adopts the related Mitigation Monitoring Reporting Program for the Project and makes the following findings:

1. The City Council has independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration, related Mitigation Monitoring and Reporting Program, and other information in the record and has considered the information contained therein, prior to acting upon this Project;
2. The Initial Study/Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program prepared for the Project have been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA;
3. The Initial Study/Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program prepared for the Project represent the independent judgment and analysis of the City of Colusa as the lead agency for the Project;
4. The Planning Commission supports the conclusions of the Initial Study/Mitigated Negative Declaration and the mitigation measures set forth in the Mitigation Monitoring and Reporting Program for the Project, as both documents are supported by substantial evidence;
5. On the basis of the whole record before it, including the Initial Study/Mitigated Negative Declaration and any comments received, there is no substantial evidence that the Project will have a significant effect on the environment with the application of the mitigation measures.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa City Council Meeting held on the ____ day of _____ 2026, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed and approved as to form by me on this ____ day of _____ 2026

ATTEST: _____

City Manager, Jesse Cain

Mayor, _____

Denise Conardo

Exhibit I – Mitigated Monitoring Reporting Plan (MMRP)

FINAL MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

As part of the CEQA environmental review procedures, Section 21081.6 requires a public agency to adopt a monitoring and reporting program to ensure efficacy and enforceability of any mitigation measures applied to the proposed project. The lead agency must adopt an MMRP for mitigation measures incorporated into the project or proposed as conditions of approval. The MMRP must be designed to ensure compliance during project implementation. As stated in Section 21081.6 (a) (1):

The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required to be incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in Initial Study.

The City of Colusa will be the primary agency, but not the only agency responsible for implementing the mitigation measures. In some cases, the City or other public agencies will implement measures. In other cases, the project applicant will be responsible for implementation of measures and the City's role is exclusively to monitor the implementation of the measures. In those cases, the project applicant may choose to require the construction contractor to implement specific mitigation measures prior to and/or during construction. The City will continue to monitor mitigation measures that are required to be implemented during the operation of the project.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

Mitigation Measures: The mitigation measures are taken from the Mitigated Negative Declaration in the same order that they appear in the Initial Study.

Mitigation Timing: Identifies at which stage of the project mitigation must be completed.

Monitoring Responsibility: Identifies the department within the City, project applicant, or consultant responsible for mitigation monitoring.

Compliance Verification Responsibility: Identifies the department of the City or other State agency responsible for verifying compliance with the mitigation. In some cases, verification will include a contract with responsible state and federal agencies.

**TABLE 4.0-1
MITIGATION MONITORING AND REPORTING PROGRAM**

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
1. AESTHETICS			
<p>AESH-1: Dark Sky Compliant</p> <p>To minimize over-lighting and to provide for a quality-built environment, outdoor lighting placed on structures, within parking lots, shall be dark sky compliant (darksky.org), directed downward and contain cut-offs to minimize excessive sources of light and glare. Future building plan submittals shall indicate and provide details on the type of lighting, location, height, size and intensity.</p>	<p>City of Colusa, Building and Planning Departments</p>	<p>Building and improvement plans for the site shall indicate compliance with the mitigation measure prior to issuance of a building permit.</p>	
<p>AESH-2: Lighting Photometric Plan</p> <p>Prior to the issuance of a building permit a photo-metric study or lighting photometric plan shall be submitted for review and approval by the Planning Department. Such a study shall illustrate all outdoor lighting, both on the structures and within parking/vehicle movement areas and shall illustrate a maximum one-half foot candle illumination for every point in the parking lot and that such lighting shall be arranged to reflect the light away from adjoining premises and streets. The absolute minimum amount of lighting shall be utilized, and pole lighting shall be lowered from 50 feet to a height that achieves the maximum of one-half foot candle illumination. Areas of less than one-half foot candle illumination are permitted by approval of Planning Staff in events when such lighting will increase safety.</p>	<p>City of Colusa, Building and Planning Departments</p>	<p>Building and improvement plans for the site shall indicate compliance with the mitigation measure prior to issuance of a building permit.</p>	
<p>AESH-3: Finished Materials</p> <p>All external finishes and materials shall be painted in an earth color tone, such as green, tan or brown or similar as approved by City staff, including roofing material and lighting fixtures. No metal material shall be left in an untreated state and shall be painted with a matted color that does not reflect light.</p>	<p>City of Colusa, Building and Planning Departments</p>	<p>Building and improvement plans for the site shall indicate compliance with the mitigation measure prior to issuance of a building permit.</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
2. AIR QUALITY			
<p>AQ-1: CARB Tier4 Certified Equipment</p> <p>Prior to the certificate of construction related permits for the Triple Crown Cannabis Research and Development Center Project, the Project applicant shall demonstrate to the satisfaction of the City of Colusa Planning Division that the following measure would be implemented during Project construction:</p> <ul style="list-style-type: none"> - All dozers, scrapers, and graders used in Project construction shall be CARB Tier 4 Certified, as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations. 	<p><i>The City of Colusa Building and Planning Departments, Colusa County Air Pollution Control District</i></p>	<p><i>Prior to issuance of a building permit. Building and improvement plans for the site shall indicate compliance with the mitigation measure prior to issuance of a building permit</i></p>	
3. BIOLOGICAL RESOURCES			
<p>BIO-1: Special Status Botanical Species</p> <p>A qualified botanist should conduct a protocol-level botanical survey during the appropriate survey window (i.e. blooming period) for special-status botanical species (i.e. heartscale) to determine presence or absence within the BSA.</p> <ul style="list-style-type: none"> • If special-status botanical species are observed within the BSA, then mitigation measures that are recognized by CDFW will be implemented based on the level of potential impacts. Mitigation options recognized include: <ul style="list-style-type: none"> o The Project should be designed to avoid or minimize impacts to areas where special status botanical species occur and maintain protective elements such as, fencing, open space or conservation easements, and/or buffer zones around suitable habitat where special-status botanical species occur prior to construction activities and throughout construction activities and/or; o If the Project design cannot completely avoid impacts to special-status botanical species, then consultation with the CDFW should be conducted and on-site or off- site compensation (such as 	<p><i>City of Colusa Planning Department</i></p>	<p><i>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance. Letter reports shall be maintained, as applicable, by Planning staff throughout construction.</i></p> <p><i>On going during ground disturbance activities.</i></p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<p>through a mitigation bank) may be required to mitigate for impacts.</p>			
<p>Mitigation Measure BIO-2: Crotch’s Bumble Bee</p> <p>To avoid impacts to Crotch’s bumble bee, the following are recommended avoidance and minimization measures:</p> <ul style="list-style-type: none"> • A qualified biologist should conduct a bumble bee survey during the worker bee active period; (for Crotch’s bumble bee: April-August). • Assume all bumble bees are special-status bees. If CBB or other species of bumble bees are observed during Project activities, allow the bumble bee to leave the work area under its own volition and notify a qualified biologist of the observation to determine appropriate avoidance measures. • If a CBB nest is discovered during surveys or construction activities, the qualified biologist should establish a non-disturbance buffer around the suitable nesting habitat and CDFW should be consulted. No work should occur within the buffer until the nest is confirmed to be inactive. • If CBB are discovered to be present at the site, then it is advised that a CESA incidental Take Permit (ITP) is obtained prior to construction activities occurring in the buffer area defined by the biologist in coordination with CDFW 	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance. Letter reports shall be maintained, as applicable, by Planning staff throughout construction.</p>	
<p>BIO-3: Monarch Butterfly</p> <p>In the event that monarch butterfly is formally listed by the USFWS during development of the project site, the following avoidance and minimization measures are recommended:</p> <ul style="list-style-type: none"> • If monarch butterfly is observed consult with the USFWS on appropriate avoidance, minimization and mitigation measures. 	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or any other ground activities, City staff shall verify that this Mitigation is applicable to the project in that the monarch butterfly is listed by the USFWS or not. In the event it is, City staff will ensure that appropriate mitigation language is placed on all grading, improvement</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<ul style="list-style-type: none"> If any milkweed plants are discovered during survey efforts, then protection buffers should be established around the milkweed plants, as determined by a qualified biologist and consultation with the USFWS should be initiated. If a monarch butterfly is observed during Project activities, allow the monarch butterfly to leave the work area on its own accord. 		<p>and building plans prior to issuance of permits.</p>	
<p>BIO-4: Giant Garter Snake</p> <p>If the proposed project does not involve work in or within 200 feet of the canal/riverine habitat the following avoidance and minimization measures are recommended:</p> <ul style="list-style-type: none"> A pre-construction survey shall be conducted 24 hours before any ground disturbance activities around the creek channel. The survey should be repeated if there is a lapse in construction for A qualified biologist shall be present on-site during vegetation removal to monitor for GGS. If a GGS is encountered during construction activities, then construction shall stop within the area of the sighting until the snake has left the work area or a qualified biologist has determined that there will be no harm to the snake. Any sightings or incidental take shall be reported to the USFWS and CDFW within 24 hours. Before initiating any ground disturbances, restrictive silt fencing will be installed along the construction boundaries to prevent wildlife (i.e., reptiles, mammals, birds, etc.) from entering the construction site from the adjacent aquatic settings and to prevent construction equipment and personnel from entering potential habitat from the construction site. Prior to commencement of construction, contractors and work crews that are onsite for more than 30 minutes, shall go through a worker environmental awareness training (WEAT) regarding avoidance of GGS and the possible penalties for not complying with these requirements. The training can be given by a qualified 	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or any other ground activities, City staff shall verify that Mitigation has been placed on all grading, building and improvement plans and plans identify improvements in relationships to canal/riverine habitat. Mitigation will also be satisfied through the issuance of a written verification from a qualified biologist after the site survey.</p> <p>On going during ground disturbance activities.</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<p>biologist or the Foreman that has been trained by the qualified biologist to conduct the WEAT.</p> <p>If work is proposed to occur in or within 200 feet of the canal/riverine, then consultation with the USFWS and CDFW will be required prior to any ground disturbance or in-water work. Any avoidance, minimization and mitigation measures identified by the results of the consultation with USFWS and CDFW shall be incorporated into the project conditions.</p>			
<p>BIO-5: Northwestern Pond Turtle</p> <p>The following are avoidance and minimization measures recommended in order to avoid and minimize potential impacts to northwestern pond turtle:</p> <ul style="list-style-type: none"> • Immediately prior to conducting vegetation removal or ground-disturbing activities in suitable northwestern pond turtle habitat, a qualified biologist shall conduct a survey to determine the presence or absence of western pond turtles. If western pond turtles are observed where they could be potentially impacted by project activities, as determined by the onsite biologist, then work shall not be conducted within 100 feet of the sighting until the turtle has left the project site or a qualified biologist has relocated the turtle to suitable habitat outside of the project boundary. • If turtle eggs are uncovered during construction activities, then all work shall stop within a 25-foot radius of the nest and the qualified biologist should be notified immediately. The 25-foot buffer should be marked with identifiable markers that do not consist of fencing or materials that may block the migration of young turtles to the water or attract predators to the nest site. No work will be allowed within the 25-foot buffer until consultation with CDFW has occurred. • All portions of the project site that could result in inadvertently trapping turtles, such as open pits, trenches, and dewatered areas will be covered and/or exclusion fencing will be installed to prevent turtles from entering these areas. 	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or any other ground activities, City staff shall verify that Mitigation has been satisfied through the issuance of a written verification from a qualified biologist.</p> <p>On going during ground disturbance activities.</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<ul style="list-style-type: none"> In the event that northwestern pond turtle is formally listed by USFWS prior to or during development of the project site, consultation with USFWS shall be conducted and any avoidance, minimization and mitigation measures identified by the results of the consultation shall be incorporated into the project conditions. 			
<p>BIO-6: Western Burrowing Owl</p> <p>To avoid impacts to WEBO from Project activities, the following are recommended avoidance and minimization measures.</p> <ul style="list-style-type: none"> Per the CDFW Staff Report on Burrowing Owl Mitigation, direct impacts will be avoided by conducting a preconstruction survey within 14 days of the start of Project activities. <ul style="list-style-type: none"> A qualified biologist will conduct the preconstruction survey. The biologist will have familiarity with the species and its local ecology, experience conducting habitat assessments and non-breeding and breeding season surveys, or experience with these surveys conducted under the direction of an experienced surveyor; familiarity with the appropriate state and federal statutes related to burrowing owls, scientific research, and conservation; and experience with analyzing impacts of development on burrowing owls and their habitat. If a burrowing owl or its burrow is observed within the Project limits or within 500 feet of the Project limits, work will stop within 500 feet of the observation, and a no disturbance buffer will be established and consultation with CDFW shall be initiated to identify appropriate avoidance, minimization and mitigation measures, which may include the acquisition of an Incidental Take Permit. 	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or any other ground activities, City staff shall verify that Mitigation has been satisfied through the issuance of a written verification from a qualified biologist.</p> <p>On going during ground disturbance activities.</p>	
<p>Bio-7: Tricolored Blackbird</p> <p>To avoid impacts to TRBL from Project activities, the following are recommended avoidance and minimization measures.</p> <ul style="list-style-type: none"> Conduct a pre-construction survey to determine presence or 	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or any other ground activities, City staff shall verify that Mitigation has been satisfied through the issuance</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<p>absence of nesting tricolored blackbird within 500 feet of mapped potentially suitable habitat. The pre-construction survey will be conducted within 7 days prior to ground-disturbing activities.</p> <ul style="list-style-type: none"> If any tricolored blackbirds' nests are observed within 500 feet of the Project Boundary, the City will be notified and will then consult with CDFW for further guidance. 		<p>of a written verification from a qualified biologist.</p> <p>On going during ground disturbance activities.</p>	
<p>Bio-8: Swainson's Hawk</p> <p>To avoid impacts to Swainson's hawk from Project activities, the following are recommended avoidance and minimization measures:</p> <ul style="list-style-type: none"> If Project activities cannot begin prior to the avian breeding season (March 1 – August 31), then a pre-construction survey will be conducted to determine presence or absence of nesting Swainson's hawks within a quarter-mile of the Project Boundary. The pre-construction survey will be conducted within 7 days prior to ground-disturbing activities. If a Swainson's hawk nest is observed within a quarter-mile radius of the Project Boundary, the City will be notified and will then consult with CDFW for further guidance. 	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or any other ground activities, City staff shall verify that Mitigation has been satisfied through the issuance of a written verification from a qualified biologist.</p> <p>On going during ground disturbance activities.</p>	
<p>Bio-9: Migratory Birds and Raptors</p> <p>To avoid impacts to avian species protected under the MBTA and CFGC, the following avoidance and minimization measures are recommended:</p> <ul style="list-style-type: none"> Project activities, including site grubbing and vegetation removal, should be initiated outside of the bird nesting season (February 1 – August 31) whenever feasible. If Project activities cannot be initiated outside of the bird nesting season, then the following will occur: <ul style="list-style-type: none"> A qualified biologist shall conduct a nesting bird survey within 250 feet of the BSA, where accessible, within 7 	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or any other ground activities, City staff shall verify that Mitigation has been satisfied through the issuance of a written verification from a qualified biologist.</p> <p>On going during ground disturbance activities.</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<p>days prior to the start of Project activities.</p> <ul style="list-style-type: none"> If an active nest (i.e., containing egg[s] or young) is observed within the BSA or in an area adjacent to the BSA where impacts could occur, then a species protection buffer will be established by the qualified biologist and in consultation with appropriate agencies. The species protection buffer will be defined by a qualified biologist based on the species, nest type, and tolerance to disturbance. Construction activity shall be prohibited within the buffer zones until the young have fledged, or the nest fails, as determined by a qualified biologist. Nests shall be monitored by a qualified biologist once per week and a report submitted to the CEQA lead agency weekly. 			
5. CULTURAL RESOURCES			
<p>CULT-1: Construction Notes and Stop Work.</p> <p>A note shall be placed on all grading and construction plans which informs the construction contractor that if any bones, pottery fragments or other potential cultural resources are encountered during construction, all work shall cease within the area of the find pending an examination of the site and materials by a professional archaeologist. If during ground disturbing activities, any bones, pottery fragments or other potential cultural resources are encountered, the developer or their supervising contractor shall cease all work within the area of the find and notify Planning staff at (530) 458-4740. A professional archaeologist who meets the Secretary of the Interior’s Professional Qualification Standards for prehistoric and historic archaeology and who is familiar with the archaeological record of Colusa County, shall be retained by the applicant to evaluate the significance of the find.</p> <p>Site work, within 100 feet of the discovery, shall not resume until the archaeologist conducts sufficient research, testing and analysis of the archaeological evidence to make a determination that the resource is either not cultural in origin or not potentially significant. If a potentially significant resource is encountered, the archaeologist shall prepare a mitigation plan for review and approval by the City of Colusa Staff, including recommendations for chain of command,</p>	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance. Letter reports shall be maintained, as applicable, by Planning staff throughout construction.</p> <p>On going during ground disturbance activities.</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<p>total data recovery, Tribal monitoring, disposition protocol, or avoidance, if applicable. All measures determined by City Staff to be appropriate shall be implemented pursuant to the terms of the archaeologist’s report. The preceding requirement shall be incorporated into construction contracts and plans to ensure contractor knowledge and responsibility for proper implementation.</p>			
<p>CULT-2: Discovery.</p> <p>If archaeological resources are encountered during construction, work shall be temporarily halted within 100 feet of the discovered materials and a qualified archaeologist and the City of Colusa shall notify all the local tribes on the consultation list maintained by the State of California Native American Heritage Commission, to provide local tribes the opportunity to monitor evaluation of the site during underground construction related activities. Construction fencing (4-foot-high orange safety fence) shall be installed around the 100-foot setback of the discovery. Workers shall avoid altering the materials and their context until a qualified professional archaeologist, in collaboration with the local tribes, has evaluated the situation and provided appropriate recommendations. Project personnel shall not collect archaeological resources. [Native American resources include chert or obsidian flakes, projectile points, mortars, and pestles; and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic-period resources include stone or adobe foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old wells or privies.]</p>	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance. Letter reports shall be maintained, as applicable, by Planning staff throughout construction.</p> <p>On going during ground disturbance activities.</p>	
<p>CULT-3: Documentation.</p> <p>Any identified cultural resources shall be recorded on DPR 523 historic resource recordation forms by a qualified archaeologist, available online from the Office of Historic Preservation’s website:</p> <p>http://ohp.parks.ca.gov/default.asp?page_id=1069.</p>	<p>City of Colusa Planning Department</p>	<p>On going during ground disturbance activities.</p>	
<p>6. Energy</p>			

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<p>(PEIR) ENG-1: Prohibited Energy Sources.</p> <p>Utilization of gas or diesel generators other than for emergency back up power, are prohibited.</p>	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance.</p> <p>On going during construction activities.</p>	
<p>(PEIR) ENG-2: Energy Sources:</p> <p>Energy sources for the project will be provided from any combination of the following sources: (a) on-grid power with 42 percent renewable sources; (b) on-site zero-net-energy renewable sources providing 42 percent of power; or (c) purchase of carbon offsets for any portion of power above 58 percent not from renewable sources; (d) the cultivator must demonstrate that the equipment used is 42 percent more energy efficient compared to standard equipment, using 2014 as a baseline 2 year.</p>	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation is incorporated into the building and improvement plans, prior to City building permit issuance.</p>	
<p>7. GEOLOGY AND SOILS</p>			
<p>GEO-1: Discovery.</p> <p>In the event that fossils or fossil-bearing deposits are discovered during anticipated future construction on-site, the contractor shall notify a qualified paleontologist to examine the discovery and excavations within 50 feet of the find shall be temporarily halted or diverted. The area of discovery shall be protected to ensure that fossils are not removed, handled, altered, or damaged until the Site is properly evaluated and further action is determined. The paleontologist shall document the discovery as needed, in accordance with Society of Vertebrate Paleontology standards (Society of Vertebrate Paleontology 1995), evaluate the potential resource, and assess the significance of the finding under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the project proponent determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project based on the</p>	<p>City of Colusa Planning Department.</p>	<p>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance.</p> <p>On going during ground disturbance activities</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
qualities that make the resource important. The plan shall be submitted to the city for review and approval prior to implementation.			
9. HAZARDS AND HAZARDOUS MATERIALS			
<p>HAZ 1. Prepare and Implement a Construction Traffic Management Plan</p> <p>Prior to issuance of a grading permit, the applicant, in consultation with the City of Colusa Police and Fire Departments, shall prepare a construction traffic management plan that ensures construction-related traffic does not impact vehicle movements along Will S. Green Avenue or Colusa Avenue near Colusa High School. At a minimum, such a Plan should prohibit truck traffic from parking or being stored along Will. S. Green Avenue. The plan should also include additional signage and heighten awareness of high pedestrian points, such as parking or crosswalks. Such signage or heighten awareness can include visibility markers, flags for students to utilize while crossing a cross walk, temporary barriers to ensure parking is separated from vehicle traffic. The Plan shall be shared with all vendors and subcontractors to the site. The Plan shall be approved by City staff.</p>	<p><i>City of Colusa Planning, Police and Fire Departments</i></p>	<p><i>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance.</i></p> <p><i>On going during ground disturbance activities</i></p>	
10. HYDROLOGY AND WATER QUALITY			
<p>HYDR-1: Drought Tolerant Landscaping.</p> <p>Prior to the issuance of a final occupancy permit for structures within the project, the applicant shall ensure that any outdoor landscaping installed are installed pursuant to AB 1881 water usage requirements (the Water Conservation in Landscaping Act of 2006) and will be drought tolerant and on drip irrigation systems with timers.</p>	<p><i>The City of Colusa Planning Department.</i></p>	<p><i>Prior to issuance of grading permits or improvement plans, City staff shall verify that landscaping plans are designed to meet the Mitigation requirement.</i></p>	
18. Tribal Cultural Resources			
<p>TCR- 1: Consult.</p> <p>Consult with Native American Tribes and Prepare and Implement Treatment Plans for any Tribal Cultural Resources (TCR) Identified</p>	<p><i>The City of Colusa Engineering and Planning Department</i></p>	<p><i>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording</i></p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
at the Site. If TCRs are identified through this process, CDFA shall consult and work with the tribes to develop feasible alternatives or mitigation measures that will avoid impacts or develop and implement treatment plans that will substantially lessen the impacts on identified TCRs, in accordance with PRC Sections 21083(b)(2) or 21084.3.		<i>is included on construction or grading plans, prior to City permit issuance.</i> <i>Ongoing during construction activities.</i>	

PROJECT APPLICANT’S INORPORATION OF MITIGATION INTO THE PROPOSED PROJECT:

I have reviewed the Initial Study for the City of Colusa Annexation - Colusa Triple Crown Project t and the mitigation measures identified within. As the applicant for the foregoing, I hereby modify the project on file with the City of Colusa and agree to include and incorporate all mitigation measures as set forth in this document.



 Authorized Signature

Michael S. OLivas

 Printed Name and Date

RESOLUTION NO. 26 - ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A TENTATIVE SUBDIVISION MAP, SITE REVIEW PERMIT, AND A CANNABIS USE PERMIT FOR COLUSA TRIPLE CROWN**

WHEREAS, applications have been received for a Tentative Subdivision Map (TSM 25-01), a Site Review Permit (SRP 25-01), and a Cannabis Use Permit (Cannabis UP 25-01) on approximately 86 acres of land that will be designated Agricultural on the City's General Plan diagram and located in the city's AG – Agricultural zoning district on property on vacant land on Will S. Green Road, directly east of the Wastewater Treatment Plant, identified as Assessor's Parcel No. 017-020-026 (portion of) (the "Project"); and

WHEREAS, under an attached Ordinance, the City Council has considered an amendment to the Colusa Municipal Code (CMC) Appendix A - Section 21.5 to permit cannabis operations subject to issuance of a Cannabis Use Permit.

WHEREAS, under an attached Ordinance, the City Council has considered an addition to the CMC to add Appendix A – Section 17.5 Agricultural regulations, which would permit subdivisions on land zoned AG – Agricultural into parcels with a minimum of 5 acres. In this instance, the proposed TSM would comprise 10 parcels totaling 86.06 acres, ranging from 10.83 to 6.44 acres, with an average parcel size of 8.606 acres.

WHEREAS, Appendix A – Section 17-15 of the CMC allows for the Planning Commission to make written recommendations to the City Council to approve a proposed tentative Map

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUSA AS FOLLOWS:

1. With regard to the Tentative Subdivision Map, the City Council finds that:
 - A. That the proposed subdivision, together with the provisions for its design and improvements, is consistent with the Subdivision Map Act, the General Plan, and all applicable provisions of the Colusa Municipal Code, as well as the Conditions of Approval and the Mitigation Monitoring Reporting Program.
2. With regard to the Site Review Permit, the City Council finds that:
 - A. That the proposed structures are located and designed in a manner to minimize their views from public right of way, in that the heights of the structures are a maximum of 44-feet and are illustrated to be painted in a shade of green to blend into the surroundings. The project has been conditioned to require exterior lighting directed downward and at an intensity in compliance with the Colusa Municipal Code to reduce glare, light pollution, and light trespass on adjacent properties. The project will provide on-site vehicle and bicycle parking, as well as end-of-service improvements to accommodate employees, including shower facilities. The location is not near residential or commercial land uses, nor is it near goods or services that would attract individuals. The proposed designations are consistent with the surrounding land uses as discussed above

- 3. With regards to the Cannabis Use Permit, the City Council finds that:
 - A. That the proposed Cannabis Use Permit, together with its proposed location, is consistent with the Colusa Municipal Code requirements pertaining to operational standards, odor control, building and premises security, as well as state requirements, regulations, licensing and standards as directed by the Medicinal and Adult Use Cannabis Regulations (MAUCRSA) and the Department of Cannabis Control (DCC) and would not be detrimental to the health, safety and welfare of the citizens of the city of Colusa.
 - B. There are no physical or environmental constraints on the property that would prohibit use of the site for a Cannabis operation, as the operation is permitted in the A-G Agricultural zoning district, subject to use permit issuance. The proposed location is not near residential or commercial land uses and is not near goods and services that would attract individuals. The proposed designations are consistent with the surrounding land uses as discussed above.

- 4. Based on all of the above, the City Council hereby approves:
 - A. The City Council approves the Tentative Subdivision Map (TSM 25-01) dated April 9, 2025, as set forth in Exhibit I, attached hereto; and
 - B. The City Council approves a Site Review Permit (SRP 25-01), pages 1 through 9, as set forth in Exhibit II, attached hereto; and
 - C. The City Council approves a Cannabis Use Permit (Cannabis UP 25-01) to be located on APN 017-020-026 (Portion Of), which is directly east of the city’s Wastewater Treatment Plant; and

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa City Council Meeting held on the ____ day of _____ 2026, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed and approved as to form by me on this ____ day of _____ 2026

ATTEST: _____

City Manager, Jesse Cain

Mayor, _____
Denise Conardo

Exhibit I – Tentative Subdivision Map

Exhibit II – Project Details – Elevations – Pages 1 through 9.

LEGEND

- CALCULATED CORNER SYMBOL
- ① MONUMENT DESCRIPTION NUMBER
- FOUND MONUMENT AS DESCRIBED
- △ PROPOSED LOT CORNER SYMBOL
- ✕ SET 5/8" REBAR WITH CAP STAMPED "LS 8401"
- PROPERTY BOUNDARY LINES
- - - PROPOSED LOT LINES
- - - ADJACENT LOT LINE
- - - EASEMENT LINE
- - - TIE LINE
- - - CENTER LINE
- - - EXISTING BUILDING
- - - EXISTING PAVEMENT
- - - EXISTING FENCE - WOOD
- - - EXISTING FENCE - CHAIN LINK
- N.A.P.O. NOT A PART OF
- (EMBRACED) RECORD INFORMATION PER REFERENCES
- UN-EMBRACED MEASURED AND ACCEPTED

REFERENCES

- R1 - PARCEL MAP No. 86-9-1 - A.E. STEIDLMEYER ET AL. (Bk. 3, PARCEL MAPS, Pg. 131).
- R2 - LOT LINE ADJUSTMENT No. 24-XXX

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDENTICAL TO THAT CERTAIN PARCEL MAP, ON FILE IN BOOK 3 OF PARCEL MAPS, AT PAGE 131; SAID BEARING BEING SOUTH 00° 06' 37" EAST.

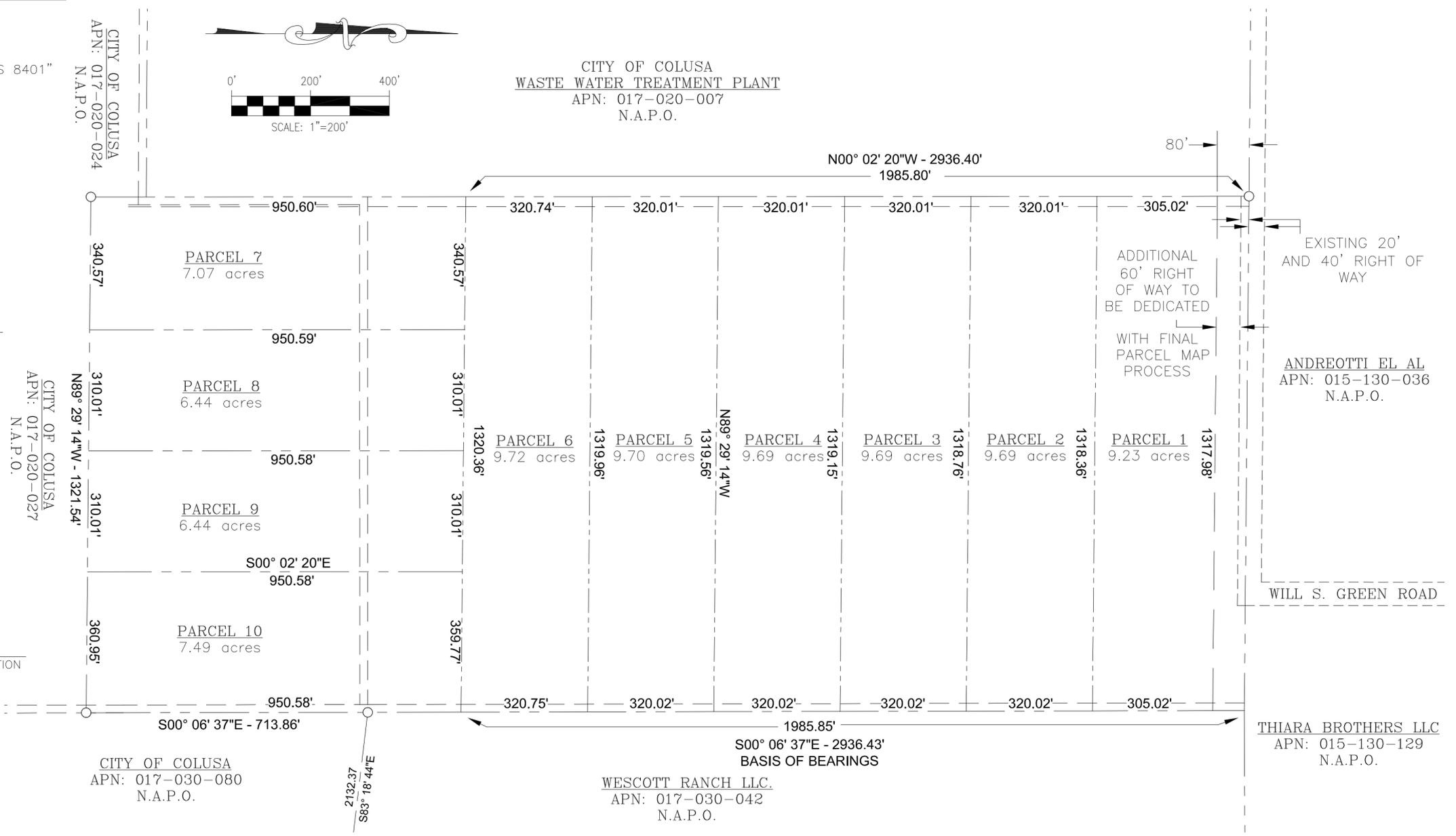
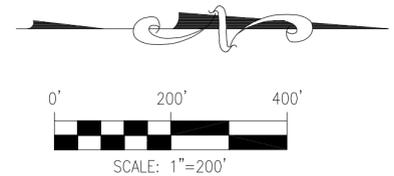
GENERAL INFORMATION

OWNER: CITY OF COLUSA, A MUNICIPAL CORPORATION
ADDRESS: 425 WEBSTER STREET
 COLUSA, CALIFORNIA 95932

SURVEYOR: DAVID L. SWARTZ, PLS #8401
 CALIFORNIA ENGINEERING COMPANY, INC.
ADDRESS: 1110 CIVIC CENTER BLVD., SUITE 404
 YUBA CITY, CALIFORNIA 95993

APN: 017-020-026
ADDRESS: WILL S. GREEN AVENUE
 COLUSA, CA 95932
ZONING: E-A
USE TYPE: AG
FLOOD ZONE: AE - BASE FLOOD ELEVATIONS DETERMINED
SIZE: 86.06± ACRES

PROPOSED:
 PARCEL 1 SIZE: 10.83± ACRES
 PARCEL 2 SIZE: 9.44± ACRES
 PARCEL 3 SIZE: 9.44± ACRES
 PARCEL 4 SIZE: 9.45± ACRES
 PARCEL 5 SIZE: 9.45± ACRES
 PARCEL 6 SIZE: 10.01± ACRES
 PARCEL 7 SIZE: 7.07± ACRES
 PARCEL 8 SIZE: 6.44± ACRES
 PARCEL 9 SIZE: 6.44± ACRES
 PARCEL 10 SIZE: 7.49± ACRES
TOTAL SIZE: 86.06± ACRES



UTILITY REPRESENTATIVES

UTILITY	COMPANY	CONTACT	PHONE
SEWER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
DRAINAGE:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
WATER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
IRRIG. WATER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
FIRE:	COLUSA FIRE DEPARTMENT	STAFF	530-458-5890
CABLE TV:	COMCAST	AGENT	800-934-6489
ELECTRICAL:	PACIFIC GAS & ELECTRIC COMPANY	STAFF	877-743-7782
GAS:	PACIFIC GAS & ELECTRIC COMPANY	STAFF	877-743-7782
PHONE:	AT&T	STAFF	855-637-9525
USA:	UNDERGROUND SERVICE ALERT	STAFF	800-227-2600

TENTATIVE PARCEL MAP
 A PORTION OF SECTION 1 & 12,
 TOWNSHIP 15 NORTH, RANGE 2 WEST, M.D.M.
 COUNTY OF COLUSA, STATE OF CALIFORNIA
 FOR
CITY OF COLUSA,
A MUNICIPAL CORPORATION
 BY
 CALIFORNIA ENGINEERING COMPANY, INC.
 1110 CIVIC CENTER BLVD., SUITE 404
 YUBA CITY, CA 95993
 (530) 751-0952
 APRIL 9, 2025

RESOLUTION NO. 26 - ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING
A GENERAL PLAN AMENDMENT (GPA 25-01)**

WHEREAS, as part of the Wastewater Treatment Plant Annexation (WWTP #2) project, a General Plan Amendment is necessary to change the land use designations and amend the General Plan land use designations including Agricultural (509.92 acres) and Low Density (161.73 acres) as identified as Assessor's Parcel Numbers 017-020-024, 017-020-025, 017-020-026, 017-020-027; 017-030-079, 017-030-080; and 015-130-128, 015-130-129, 015-130-068, and 015-130-082 ("Project")

WHEREAS, the Planning Commission considered the Project, staff report, and comments submitted at a noticed public hearing on March 18, 2026, and recommended approval of the project, including this General Plan Amendment (GPA 25-01)

WHEREAS, under an attached Ordinance, the City Council has considered an amendment to the Colusa Municipal Code (CMC) Appendix A - Section 21.5 to permit cannabis operations subject to issuance of a Cannabis Use Permit.

WHEREAS, under an attached Ordinance, the City Council has considered an addition to the CMC to add Appendix A – Section 17.5 Agricultural regulations, which would permit subdivisions on land zoned AG – Agricultural into parcels with a minimum of 5 acres. In this instance, the proposed TSM would comprise 10 parcels totaling 86.06 acres, ranging from 10.83 to 6.44 acres, with an average parcel size of 8.606 acres.

WHEREAS, Appendix A – Section 17-15 of the CMC allows for the Planning Commission to make written recommendations to the City Council to approve a proposed tentative map.

WHEREAS, the Planning Commission has considered the Initial Study and proposed Mitigated Negative Declaration (MND) and Modified Mitigation Monitoring Reporting Program (MMRP), which concluded that the Project, with mitigation included, will not result in a significant impact on the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUSA AS FOLLOWS:

1. With regard to the General Plan Amendment, the City Council finds that:
 - A. That the proposed General Plan Amendment is consistent with the General Plan, and all provisions of the Colusa Municipal Code, as well as the attached Ordinances amending the Municipal Code and adding Agricultural regulations.
 - B. The City Council has considered the effect of the approval of this General Plan Amendment on the housing needs of the region and balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

- C. The proposed General Plan Amendment is consistent with the goals and policies of the adopted general plan, including the housing element.
- D. The area is physically suited for the land uses allowed by the proposed amendment in terms of topography and availability of services.
- E. The circulation and land uses allowed by the proposed amendment are compatible with land uses existing and permitted on properties in the vicinity, providing the properties are developed in accordance with the policies and requirements of the Colusa General Plan and applicable zoning and subdivision ordinances.
- F. The circulation and land uses allowed by the proposed amendment, and their intensity, are not likely to create serious health problems or nuisances on properties in the vicinity.
- G. The land uses and circulation allowed by the proposed amendment are consistent with and implement the goals and policies of the Colusa General Plan, including the Housing Element.

2. Based on the findings made above, the City Council hereby approves

General Plan Amendment GPA 25-01, as outlined in Exhibit I, attached hereto.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa City Council Meeting held on the ____ day of _____ 2026, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

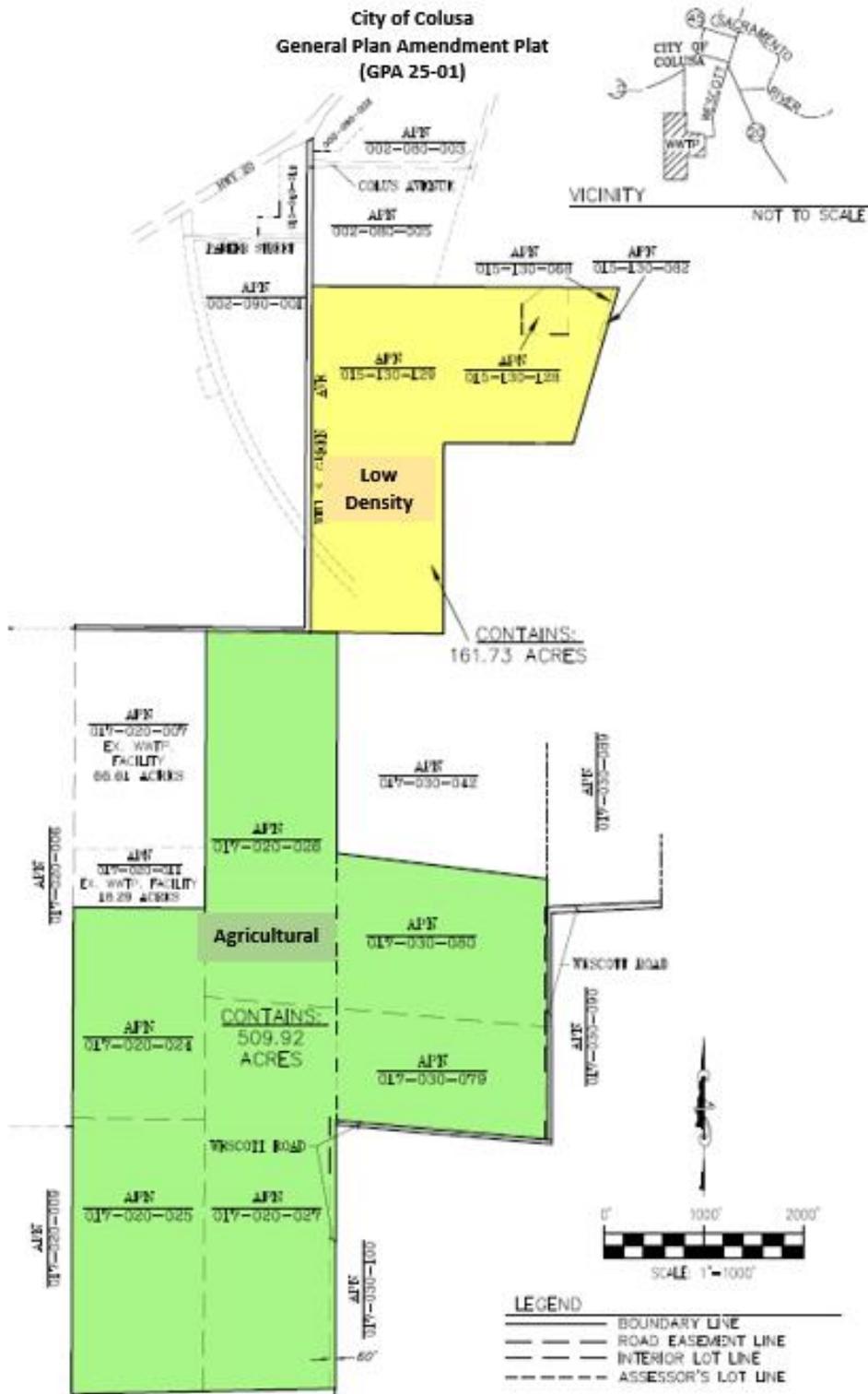
Signed and approved as to form by me on this ____ day of _____ 2026

ATTEST: _____

City Manager, Jesse Cain

Mayor, _____
Denise Conardo

Exhibit I – General Plan Amendment Plat (GPA 25-01)



**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA
APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND COLUSA
TRIPLE CROWN
(DA 25-01)**

WHEREAS, Colusa Triple Crown (“Developer”) applied to the City to enter into a Development Agreement between the City of Colusa and Developer (the “Development Agreement” or “DA”) to facilitate development of a cannabis operation on a portion of property identified as Assessor’s Parcel Number 017-020-026 (Portion of) (“Project”); and

WHEREAS, following a duly noticed public hearing on March 18, 2026, the Planning Commission has recommended approval of the DA by this Council; and

WHEREAS, the Council has reviewed the Development Agreement and finds and declares that the City has complied with all notices, hearings, and procedural requirements as set forth by law, thus allowing the City Council to review and consider the approval of the Development Agreement; and

WHEREAS, in connection with its approval of the DA, this Council finds that the development provided for is consistent with the City’s General Plan, is in the best interest of the City, and will promote public interest and welfare; and

WHEREAS, in accordance with the provisions of the California Environmental Quality Act (CEQA), the City Council adopted an Initial Study resulting in a Mitigated Negative Declaration (IS/MND) and a mitigation monitoring reporting program for the Project; and

WHEREAS, the Council has considered the DA, the recommendations of the staff report, the Planning Commission’s recommendations, and comments at a public hearing, duly noticed and held in a manner required by law.

NOW, THERE, BE IT ORDAINED by the Council of the City of Colusa that:

Section 1: The City Council of the City of Colusa hereby determines and finds that the facts as set forth in the recitals are true and correct and are hereby added as substantive findings.

Section 2: The Development Agreement, as set forth in Exhibit “A” attached hereto, is hereby approved, based on the following specific findings, and conditioned upon completion of annexation of the portions of the Project site now located within the unincorporated areas of the County of Colusa:

- A. The DA is in the best interests of the City and will promote the public interest, welfare, and safety of the City because it would: (i) provide economic opportunities within the city consistent with the General Plan policies noted below; (ii) ensure that the project is more-self-

sustaining and does not overburdened City resources; (iii) provide for a physical location for a cannabis operation that will be within limits but not near residential nor commercial uses; and

B. The DA supports implementation and is consistent with the 2007 General Plan goals, actions, and policies pertaining to the development of projects. In that the project would occur in an orderly, efficient manner so that municipal services and infrastructure can service the project (Goal LU-5), particularly reclaimed purple pipe water from the Wastewater Treatment Plant. Growth shall be limited to lands within the city's sphere of influence (Policy LU 6-1) while ensuring adequate public facilities and services, while protecting the public's health, safety, and welfare (LU 6-3). The project would promote an expanding, diverse local economy to meet the employment needs of local residents, create new jobs while maximizing economic benefits for residents, and strengthen the local tax base (LU-10 and LU-10.1). The project has been conditioned to be in compliance with night sky requirements to minimize glare, light spillage, and confining illumination to the property in which the project is located (CCD-9.5 and CDD 9.7). The project has further been conditioned to join a Community Facilities District (CFD) to ensure the facility maintains and improves the standard of living for the entire community (Goal MFS-1).

Section 3. The Development Agreement is consistent with the provisions of the California Government Code §65864 -§65869.5 and with Appendix A - Article 21.5 Cannabis Regulations of the Colusa Municipal Code.

Section 4. The effectiveness of the Development Agreement is contingent upon completion of the annexation of the portions of the Project site now located within the unincorporated area of the County of Colusa.

Section 5. On or after the effective date of this ordinance, the City Manager is authorized and directed to execute the Development Agreement on behalf of the City of Colusa.

Section 6. Within 10 days after the Development Agreement has been fully executed, the Clerk is authorized and directed to cause it to be recorded in the Office of the Colusa County Recorder.

Section 7. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstances, is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses of this Ordinance or application thereof which can be implemented without the invalid provisions, clause, or application, and to this end such provisions and clauses of the Ordinance are declared to be severable.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen (15) days after passage and adoption as required by law, or in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and, within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of City Clerk.

Section 9. This ordinance shall be effective thirty (30) days following its adoption.

FOREGOING ORDINANCE was adopted by the City Council of the City of Colusa at its meeting held on _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

DISQUALIFIED:

DENISE CONRADO, MAYOR

ATTEST

SHELLY KITTLE, City Clerk

Exhibit I - Development Agreement by and between the City of Colusa and Triple Crown Development

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 _____, 2026 (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 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 section 65864 *et seq.* ("Development Agreement Laws") 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 proposes to develop and operate a business park for cannabis cultivation and processing (the "Cannabis Center") as described in the Final Initial Study and Mitigated Negative Declaration for the City of Colusa Wastewater Control Plan Annexation and Triple Crown Development (State Clearinghouse No. 2026010040) prepared under the California Environmental Quality Act, Public

CANNABIS CENTER

Resources Code section 21000 et seq and accompanying Title 14 of the California Code of Regulations, section 15000 et seq. (the “Final MND”¹).

- D. On April 25, 2024, City and Owner entered the Land Transfer and Exchange Agreement and Joint Escrow Instructions, as subsequently amended on August 13, 2024, September 26, 2024, and _____, 2026 (collectively, the “Land Transfer Agreement”). Pursuant to the Land Transfer Agreement, and subject to approval by the Colusa Local Agency Formation Commission, the City intends to annex 509 acres (APN 017-020-026) of city-owned and private property abutting City’s Wastewater Control Plant extending to the northeast to City limits (the “WWCP Property”). City intends to transfer to Owner a fee interest in 88.97 acres of the WWCP Property, as depicted in Exhibit A and legally described on Exhibit B attached hereto and incorporated herein by this reference, for the Cannabis Center (the “Cannabis Center Property”). In exchange for the Cannabis Center Property, Owner intends to transfer to City a fee interest in 83.66 acres of vacant land (APNs: 002-270-009; 015-130-037; 002-270-010; 002-270-011; 002-270-012; and 002-270-013) on the northeastern side of the City, just north of East Clay Street (the “Owner Site”).
- E. The Cannabis Center will be developed in five (5) phases (each, a “Phase”, together, “Phases”) with approximately 2,120,000 square feet of total 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. The **first phase** will consist of the development of two (2) buildings totaling approximately 440,000 square feet (“Phase 1”); the **second phase** will consist of the development of an additional two (2) buildings totaling approximately 440,000 square feet (“Phase 2”); the **third phase** will consist of the development of an addition of two (2) buildings totaling approximately 440,000 square feet (“Phase 3”); the **fourth phase** will consist of the development of an additional two (2) buildings totaling 400,000 square feet (“Phase 4”); and the **fifth and final phase** will include the addition of two (2) buildings totaling approximately 400,000 square feet (“Phase 5”).
- F. The Cannabis Center will operate in accordance with all applicable state and local cannabis laws and regulations in effect on the Effective Date, as defined in Section 3.0 of this Agreement (collectively, the “State and Local Cannabis Laws”) and obtain any required licenses required by the State and Local Cannabis Laws.
- G. On June 6, 2017, the Colusa City Council (the “City Council”) adopted Ordinance No. 519 attached hereto as Exhibit C and incorporated herein by this reference amending City’s Zoning Code and Municipal Code to permit cannabis-related

¹ The Final IMND is hereby incorporated by this reference as if set forth verbatim.

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 new Section 33.03 to the Zoning Code authorizing issuance of Cannabis Manufacturing Special Use Permits; (3) added new Article 21.5 to the Zoning Code providing regulations regarding Cannabis Manufacturing Special Use Permits; (4) added 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 Laws”).

H. The following approvals are necessary to implement the City of Colusa Wastewater Control Plan Annexation and Triple Crown Development, which includes the Cannabis Center. These approvals are collectively referred to as the “Project Approvals”:

1. Rezoning of approximately 672 total acres of land, including 509 acres owned by City, as noted in Recital D, above, and 162 acres known as Brookins Ranch in the General Plan, subject to approval by Colusa County LAFCO.
2. Annexation of approximately 672 total acres of land, including 509 acres owned by City, as noted in Recital D, above, and 162 acres known as Brookins Ranch in the General Plan, subject to approval by Colusa County LAFCO.
3. Amendment of City’s Municipal Code to include an A-G zoning district.
4. Amendment of City’s General Plan land use designation to Agricultural and zoning designation to A-G Agricultural for the WWCP Property.
5. Amendment of City’s Municipal Code, Appendix A, Section 21.5.01 to permit commercial cannabis facilities (cultivation, nursery, manufacturing, production, testing, microbusiness) in the A-G Agricultural zoning district subject to a special use permit from City.
6. Tentative Subdivision Map for the WWCP Property for phased development of the Cannabis Center (the “Tentative Subdivision Map”), as depicted in Exhibit D.
7. Tentative Parcel Map for the Owner Site, as depicted in Exhibit E.
8. Cannabis Manufacturing Special Use Permit for the Cannabis Center (the “Special Use Permit”).
9. Cannabis Business Regulatory Permit under the City’s Municipal Code Chapter 12F (the “City Cannabis Permit”).

CANNABIS CENTER

- 10. This Agreement.
- 11. Any amendments to City Approvals, as defined in Recital J, or subsequent City land use approvals, actions, agreements, permits or other entitlements that are necessary or desirable in connection with the Cannabis Center, including but not limited to use and grading permits, lot line adjustments, sewer and water connections, design review, building permits and certificates of occupancy, including all conditions of approval imposed in connection therewith (collectively “Subsequent Approvals”) .
 - I. After conducting a duly noticed hearing, on _____, the City’s Planning Commission reviewed, considered and recommended approval of this Agreement to the City Council.
 - J. On _____, the City Council held a duly noticed public hearing and took the following actions, collectively referred to as “City Approvals”.
 - 1. Resolution No. _____ adopting the Final MND, a Mitigation Monitoring and Reporting Program, and the City of Colusa Wastewater Control Plan Annexation and Triple Crown Development.
 - 2. Resolution No. _____ adopting a Resolution to Amend the City of Colusa General Plan.
 - 3. Resolution No. _____ approving the rezoning of approximately 672 total acres of land, including 510 acres owned by City, as noted in Recital D, above, and 162 acres known as Brookins Ranch.
 - 4. Resolution No. _____ adopting a Resolution of Application by the City of Colusa Requesting the Colusa County Local Agency Formation Commission Initiate Proceedings for Annexation of Territory to the City for the annexation of approximately 672 total acres of land, including 509 acres owned by City, as noted in Recital D, above, and 162 acres known as Brookins Ranch.
 - 5. Resolution No. _____ approving the Special Use Permit to allow the Cannabis Center uses proposed by Owner., subject to approval of the annexation by Colusa County LAFCO.
 - 6. Resolution No. _____ approving the City Cannabis Permit to allow the Cannabis Center uses proposed by Owner, subject to approval of the annexation by Colusa County LAFCO.
 - K. The City Council held a duly noticed public hearing for a second reading of Ordinance No. _____ to Approve the Development Agreement and authorizing its execution (the “Adopting Ordinance). The City Council considered the Planning Commission recommendations and testimony and information submitted by City

CANNABIS CENTER

staff, Owner, and members of the public. Having duly considered this Agreement and having held the required noticed public hearings, City finds and declares that the provisions of this Agreement are consistent with the Development Agreement Laws, and the maps and text of City's General Plan.

- L. City, in entering into this Agreement, acknowledges that certain City obligations assumed will bind City and future City Councils to the obligations undertaken in this Agreement, and that this Agreement will 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 Cannabis Center 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 Cannabis Center absent City approving this Agreement to assure Owner that it may exercise the development rights in this Agreement.
- M. City agrees that Owner's land use entitlements for the Cannabis Center will vest for the Term of this Agreement as described below.

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. Exhibits to Agreement. The Exhibits to this Agreement are as follows:

- Exhibit A - Map of WWCP Property
- Exhibit B - Legal Description of WWCP Property
- Exhibit C - Ordinance No. 519
- Exhibit D - Tentative Subdivision Map for WWCP Property
- Exhibit E - Tentative Parcel Map for the Owner Site
- Exhibit F - Fee Schedule

2. 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 of the Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Cannabis Center Property. Except as otherwise provided in Section 14 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all Successors,

as defined in Section 14, and constitute covenants that 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 includes successor owners, apart from government or quasi-public agencies, of any portion of the Cannabis Center Property. Should the size or orientation of any component of the Cannabis Center or Cannabis Center Property be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement will not be deemed to have been affected or invalidated, but the rights and obligations of the Parties and Successors will remain as provided herein.

3. Relationship of the Parties. It is understood and acknowledged that the Cannabis Center is a private project and that neither City nor Owner will be deemed to be the agent of the other for any purpose whatsoever. The Parties 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 will be construed as making the Parties joint venturers or partners.

4. Term. This Agreement will commence upon the effective date of the Adopting Ordinance approving this Agreement, which date is _____, 2026 (the "Effective Date"). Upon becoming operative, this Agreement will continue in force for a period of forty (40) years from the Effective Date unless terminated as provided herein (the "Term"). Following expiration of the Term, or if sooner terminated, this Agreement will have no force and effect, subject however, to post-termination obligations of Owner, if any. Notwithstanding this Section 4, and in compliance with Government Code section 65865, subdivision (a), in no event will this Agreement become effective until and unless Owner has acquired the fee interest in the Cannabis Center Property pursuant to the terms of the Land Transfer Agreement and all amendments to the Land Transfer Agreement.

4.1. Term Extension – Third Party Issues. Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Cannabis Center'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 will be extended for any delay arising from or related to any Development Limitation that follows in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Owner.

4.1.1. 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, the City Approvals, the Subsequent Approvals, any actions or omissions by Colusa County LAFCO, or any other subsequent approval by a local, state, or federal agency required in connection with the Cannabis Center or the City of Colusa Wastewater Control Plan Annexation and Triple Crown Development, or third party-initiated litigation having the actual effect of delaying the Cannabis Center's development. This extension period includes any time during which appeals may be filed or are pending.

4.1.2. 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, are beyond the reasonable control of Owner.

4.1.3. 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 Owner.

4.2. Term Extensions. The Term of this Agreement may be extended as follows:

4.2.1. Request of Owner. This Agreement’s Term may be extended by the City Council for one (1) additional ten (10) year period following the expiration of the initial Term upon the occurrence of all of the following:

4.2.2. Written Notice. Owner will give written notice to City of a request to extend the Term no later than sixty (60) days before the expiration of the Term and the City Council agrees to act upon the request prior to expiration of the Term; and

4.2.3. No Default by Owner. Owner will 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 such default during the period to cure provided herein to City’s satisfaction.

4.3. Termination of Agreement.

4.3.1. Upon the termination of this Agreement, either by expiration or otherwise, Owner will have no right to engage in cannabis cultivation or manufacturing at the Cannabis Center Property, except as may otherwise be allowed by then-applicable City ordinance, law or separate development agreement.

4.4. City Approvals.

4.4.1. Term of City Approvals. Notwithstanding anything to the contrary in the Applicable Law (as defined in Section 6.1), including without limitation City Cannabis Laws, each of the Project Approvals, including any Subsequent Approvals, will vest consistent with Section 6, 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.

4.4.2. Tenants. Owner may lease all or portions of the Cannabis Center to one or more tenants (such lessees and/or their sublessees are collectively

identified as “Tenants”). Tenants may be required to obtain one or more Subsequent Approvals, including a Special Use Permit or a City Cannabis Permit, subject to the limitations on New Rules in Section 8. Compliance with this Agreement will be the responsibility of Owner, including Successors and/or Tenants, as set forth in Section 14.

4.4.3. Automatic Renewal of City Approvals. Notwithstanding any provision of Chapter 12 F - 4.E of City’s Municipal Code, any permit or other approval obtained by Owner or Tenants under City Cannabis Law will continue in force and automatically renew annually with a written application for renewal, if required, provided the permit holder has paid all renewal fees due and payable, unless the permit holder is found to be in default of this Agreement or in violation of any State or Local Cannabis Laws after notice of such default or violation and a reasonable opportunity to cure (which cure period will not be less than sixty (60) days) and such cure is not continuously and actively being pursued and the annual renewal fees have been paid.

4.4.4. City Permit Fees. Fees charged by City for the initial issuance or annual renewal of a permit or other approval under City Cannabis Law will not exceed the amounts established by resolution of the City Council as of the Effective Date for a period of ten years from the Effective Date. Beginning on the 10th anniversary of the Effective Date, and every ten (10) years thereafter for the remainder of the Term, the City Permit Fees shall be adjusted to reflect then-current City Permit Fees in effect at the time of each such adjustment.

5. Cannabis Center Payments and Traffic Commitments. In consideration of City entering into this Agreement and authorizing development and operation of the Cannabis Center, City will receive the following:

5.1. City Compensation. The Cannabis Center will be developed in five phases, with maximum square footage of building area permitted for two “buildings” in each phase, as further described in Recital E. Owner or Tenants will submit payment to City for each “building”, or smaller sections of a building, that may be less than the maximum square footage allowed, based on the final as-built square footage that is in operation, which will be calculated at a prorated share of \$1.67 per square foot of gross building area (GBA) (the “City Compensation”). Payment will be due and payable on the date that is six (6) months after City issues a Notice of Completion and a certificate of occupancy for each building, or section of a building, that is in operation, along with all required City permits or other approvals for that building, or section of a building, consistent with the terms of this Agreement. A breakdown of the City Compensation is set forth below. Excluding the fair share contribution in Section 5.4.2 and the exceptions to Applicable Law set forth in Section 6.3, the City Compensation will be the only fee, tax, assessment or other charge collected by City from Owner or Tenants for the Cannabis Center.

BUILDINGS	DEVELOPMENT PHASE	BUILDING SQUARE FOOTAGE²	CITY FEE
Building One	One	240,000	\$333,333
Building Two	One	200,000	\$333,333
Building Three	Two	240,000	\$333,333
Building Four	Two	200,000	\$333,333
Building Five	Three	240,000	\$333,333
Building Six	Three	200,000	\$333,333
Building Seven	Four	200,000	\$250,000
Building Eight	Four	200,000	\$250,000
Building Nine	Five	200,000	\$250,000
Building Ten	Five	200,000	\$250,000

5.2. City Compensation Rate Adjustment Procedure. During the Term, the City Manager and Owner will meet and confer every five (5) years from the Effective Date (no later than sixty (60) days following the anniversary of the Effective Date) to reconfirm or reestablish the City Compensation based on the most recent California Consumer Price index (the “CPI”). In no event will the adjustment be lower than three percent (3%) nor greater than six percent (6%).

5.3. Construction Commitment. Notwithstanding the no requirement to development in Section 9.1, Owner or Tenants must obtain from City a Notice of Completion for at least four hundred thousand (400,000) square feet of gross building area for the Cannabis Center on or before ten (10) years after the Effective Date (the “Construction Commitment”), which such notice(s) will not be unreasonably withheld by City. If the Construction Commitment is not satisfied, and none of the circumstances allowing for extension of the Term in Section 4.1 are present, the City Compensation will then be payable to City in the amount of one million dollars (\$1,000,000) per year until a

² The proposed project contemplates two buildings per phase, but the developer may elect to construct additional buildings in a phase, however, any such election will not exceed the maximum building square footage set forth below.

minimum of 400,000 square feet of gross building area for the Cannabis Center has been completed, and thereafter the City Compensation will resume pursuant to Section 5.1.

5.4. Traffic Commitments.

5.4.1. Owner will improve Will. S. Green Road starting from the end of the current paving fronting the High School football field south to the Cannabis Center. Such improvements to include a 2” overlay of asphalt 24”-0 and will be designed to the City of Colusa standards and approved by the City Engineer prior to start of construction. A 12-foot section of paving from the end of the football field to the Cannabis Center entrance will commence either before or concurrently with Phase 1 of the Cannabis Center.

5.4.2. Owner will pay a fair share contribution for improvements to both Colusa Avenue and 8th Street from Sioc Street to Colusa Avenue. The fair share contribution will be calculated based on the percentage of traffic generated by the Cannabis Center on the streets analyzed in the Traffic Impact Study prepared by GCW Engineers/Surveyors dated April 28, 2025. The fair share contribution will be paid when City initiates the improvements to the roadways described in this Section 5.

5.5. Maintenance of Records. Owner and Tenants will maintain complete records of their operations necessary to document compliance with this Agreement. Owner and Tenants will maintain such records in a form and location reasonably accessible to City, following reasonable notice to Owner or Tenants, for a period of five (5) years.

6. Vested Rights/Use of the Property/Applicable Law/Processing.

6.1. Right to Develop and Operate. Owner will have the vested right to develop and operate the Cannabis Center on the Cannabis Center Property in accordance with, and subject only to, the terms and conditions of this Agreement, the City Approvals, and any Subsequent Approvals. For the Term, the City’s ordinances, codes, resolutions, rules, regulations, and official policies governing the development, construction, subdivision, occupancy and use of the Cannabis Center and the Cannabis Center Property, including without limitation the General Plan, the Municipal Code, and City Cannabis Laws, and Fee Schedule in Exhibit F will be those that are in force and effect on the Effective Date (collectively, the “Applicable Laws”). Notwithstanding anything to the contrary contained herein, this Agreement will not supersede any other rights Owner may obtain pursuant to City’s approval of a vesting tentative map for the Cannabis Center or a portion of the Cannabis Center.

6.2. Permitted Uses. The permitted uses of the Cannabis Center, density and intensity of use of the Cannabis Center 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 (e.g., the levee to surround the Cannabis Center Property) and public utilities, and other terms and conditions of development and operation applicable to the

Cannabis Center and the Cannabis Center Property, will be those set forth in the City Approvals, this Agreement, and any existing or future agreements between the Parties related to the development and operation of the Cannabis Center or the Cannabis Center Property, including, but not limited to, the Land Transfer and Exchange Agreement, including subsequent amendments³, and a future agreement related to levee maintenance⁴.

6.3. Exceptions to Applicable Laws. Notwithstanding anything to the contrary, the following exceptions and modifications to the provisions in the Applicable Laws will apply to development and operation of the Cannabis Center and Cannabis Center Property.

6.3.1. Odor Control. City agrees that the odor control requirements in Section 12F-12 and Section 21.5.06(n) of the City’s Zoning Code, adopted as part of the City Cannabis Laws, will adequately control odors. City acknowledges the Final MND determined that odors from the Cannabis Center would have a less than significant impact.

6.3.2. Applicable Fees, Exactions and Dedications. City acknowledges and agrees that any typical development impact fees associated with the construction of a building will be deferred until one year after receipt of the Notice of Completion for that building. Furthermore, City acknowledges and agrees that development impact fees for any other improvements on the Cannabis Center Property will be due after receipt of the Notice of Completion for such improvement.

6.3.3. Environmental Mitigation and Conditions. 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 Cannabis Center Property if legally required to mitigate specific environmental or other impacts of Subsequent Approvals and consistent with the terms and conditions of this Agreement.

6.3.4. Nothing restricts the ability of City to impose conditions or fees on the issuance of building permits 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)

³ The Parties agree to negotiate and execute a third amendment to the Land Transfer & Exchange Agreement that includes the carve out of approximately 6 acres from parcel 002-270-013.

⁴ The Parties agree to negotiate and execute a future levee maintenance agreement that will define the respective responsibilities and procedures for performing levee maintenance activities. Such activities shall include, without limitation: erosion repair; slope stabilization and maintenance; removal of debris; animal control; vegetation management; maintenance of grass or sod cover; repair of cracks; and remediation of ruts and depressions.

failing to impose the condition or fee would place occupants of the Cannabis Center or the community in a condition dangerous to their health or safety.

6.3.5. 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 Effective Date will be levied against the Cannabis Center Property, the Cannabis Center or Owner except as specified in this Agreement. No increase in an existing tax, assessment or other charge will be levied, including, but not limited to, any fee City might adopt or increase regarding cannabis related activities or the Special Use Permit.

7. Construction Codes.

7.1.1. Uniform Codes Applicable. Notwithstanding the provisions of Section 6.1 above, to the extent Applicable Laws include requirements under the state or locally adopted building, plumbing, mechanical, electrical and fire codes (collectively the "Construction Codes"), the Construction Codes included will be those in force and effect at the time Owner submits its application for the relevant building, grading, or other construction permits to City for the Cannabis Center; provided, in the event of a conflict between the Construction Codes and the City Approvals, the City Approvals will, to the maximum extent allowed by law, prevail.

7.1.2. 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 will 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.

8. New Rules and Regulations. During the Term, City may apply to the Cannabis Center Property and the Cannabis Center 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 Effective Date and thus not part of the Applicable Laws (collectively, "New Rule") 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 will thereafter become part of the Applicable Laws for the remaining Term.

8.1. City will not be precluded from applying any New Rule to the Cannabis Center or the Cannabis Center Property under the following circumstances, where the New Rule is:

8.1.1. Specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date pursuant to Government Code section 65869.5;

8.1.2. Specifically mandated by a court of competent jurisdiction taking into consideration the vested rights protection provided by this Agreement and the Development Agreement Laws;

8.1.3. The Construction Codes addressed in Section 7; or

8.1.4. 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.

8.1.5. Included in City staff's proposed amendments to Chapters 12.E, 12.F and Section 21.5.06(n) in City's Zoning Code that will apply citywide, if adopted prior to the date Owner or Tenants apply for their first building permit.

8.2. 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 Cannabis Center Property or Owner's ability to develop and operate the Cannabis Center (collectively, the "Restrictions"), City agrees that such Restrictions will not apply to the Cannabis Center, the Cannabis Center Property, this Agreement, the City Approvals or any Subsequent Approvals unless the Restrictions are 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 Cannabis Center then the Term will automatically be extended for a period of time equal to the period during which the Restrictions apply.

8.3. Future Conflicting Initiatives or Referenda. If any New Rules are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, such New Rules will not apply to the Cannabis Center Project or Cannabis Center Property. The Parties, however, acknowledge that the City's approval of this Agreement and one or more of the City Approvals are legislative actions may be subject to referendum.

9. Development of the Project; Phasing; Timing.

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 Cannabis Center or any portion or phase of the Cannabis Center, within any period of time set by City, and City will not impose such a requirement on any City Approval or subsequent approval related to the Cannabis Center except as needed to ensure that necessary infrastructure is completed in an orderly fashion. Nothing in this Agreement is intended to create nor will it be construed to create any affirmative development obligations to develop the Cannabis Center 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 Cannabis Center Property in accordance with its own time schedules and the City 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 Cannabis Center 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 will exempt Owner from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof, nor will this Section 9.1 affect the conditions of approval of any related City Approvals or Subsequent Approvals related to the Cannabis Center.

9.2. No Restriction on Timing. City agrees that Owner will be able to develop in accordance with Owner's own time schedule as such schedule may exist from time to time, and Owner will determine which part of the Cannabis Center to develop first, and in what sequence, and at Owner's chosen schedule. In particular, and not in limitation of any of the foregoing, because 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 will have the right to develop the Cannabis Center 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 Cannabis Center will not be restricted or dictated by any means other than as specifically may be recognized in this Agreement.

9.3. Processing and City Discretion.

9.3.1. Nothing in this Agreement will 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 any Subsequent Approvals related to the Cannabis Center that require the exercise of discretion by City, including but not limited to compliance with the California Environmental Quality Act (CEQA), provided that such discretion will be exercised consistent with the vested rights granted by this Agreement, the Applicable Laws and the City Approvals, and City will apply the Applicable Laws as the controlling body of law. City will rely on the Final MND to fullest extent permitted by law for any Subsequent Approvals related to the Cannabis Center, but nothing in this Agreement limits City from exercising its discretion to conduct environmental review as required under CEQA.

9.4. 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 Cannabis Center 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, if

required, or should the ALUC not approve, approval by the City Council of an override of the ALUC decision.

10. Covenants of Owner. During the Term, Owner covenants and agrees with the City as follows:

10.1. Implementation. Notwithstanding the no requirement to develop provisions in Section 9.1, Owner will use commercially reasonable efforts to pursue the implementation of the Cannabis Center as expeditiously as feasible, consistent with and subject to this Agreement, the City Approvals, the Applicable Laws, and all state and federal laws.

10.2. Maintain & Operate Cannabis Center. Owner and Tenants will maintain and operate the Cannabis Center on the Cannabis Center Property, once constructed, throughout the Term, in accordance with this Agreement, the City Approvals, the Applicable Laws, and all state laws.

10.3. Hold Harmless Owner will 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 Cannabis Center, this Agreement, the approval of the Cannabis Center, and the activities of Tenants, their members, officers, employees, agents, contractors, invitees and any third parties on the Cannabis Center Property, from and against any challenges to the validity of this Agreement or any Subsequent Approvals; provided, Owner reserves the right to unilaterally abandon the Project Approvals and Subsequent Approvals instead of proceeding with the defense and indemnification obligations set forth in this Section 10.3. Owner will have no obligation to defend, indemnify or hold harmless the Indemnified Parties arising from the negligence or wrongful misconduct of the Indemnified Parties. To the extent that Owner sells a portion of the Cannabis Center Property, the Successors, as defined in Section 14, bear the responsibility of Owner under this Section 10.3 rather than Owner or any other buyer. The obligations of Owner under this Section 10.3 will survive the expiration or any earlier termination, as applicable, of this Agreement.

11. Covenants of City. During the Term, City covenants and agrees with Owner as follows:

11.1. Expeditious Services. City will process applications and address questions and concerns raised by Owner or Tenants, or their representatives, at the "counter" at City Hall as expeditiously as reasonably possible. Upon a request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City will 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 Cannabis Center plans as described herein. Compensation of such Private Contractors will be at Owner or Tenants' sole cost and

CANNABIS CENTER

expense, inclusive of any administrative cost to City of integrating services by Private Contractors into Cannabis Center's development processing. Owner or Tenants will pay such costs and expenses of Private Contractors and reimburse City for such cost per City's applicable policies and procedures. City will have absolute discretion in the selection of such Private Contractors; provided Owner or Tenants will have the right to reject the use of one or more particular Private Contractors in their reasonable discretion, in which case City will select another Private Contractor not rejected by Owner or Tenants.

11.2. Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the City Approvals, the Applicable Laws and the Construction Codes, and Subsequent Approvals; and (b) payment of the processing fees charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, City will in good faith expeditiously process and issue to Owners or Tenants all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Cannabis Center, or any portion thereof, as applied for, including connection to all utility systems under 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 Cannabis Center).

11.3. Right to Rebuild. City agrees that Owner, in Owner's sole discretion, may renovate or rebuild the Cannabis Center or portions thereof should it become necessary due to natural disaster, changes in seismic, flood or other requirements, fire, or other causes. Any such renovation or reconstruction will comply with the terms of this Agreement and may be subject to compliance with CEQA.

12. Effect of Agreement.

12.1. Grant of Right. This Agreement constitutes a part of the Adopting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Cannabis Center and use the Cannabis Center Property pursuant to specified and known criteria and rules as set forth in the City Approvals and the Applicable Laws, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

13. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Owner and Tenants. It is anticipated due to the term of this Agreement that refinements to the City Approvals may be appropriate with respect to the details of performance of the City or Tenants. To the extent allowable by law, the Owners and Tenants will 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 Owners or Tenants find it necessary or appropriate to make changes, adjustments or clarifications, the Parties will enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section 13. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings will not be required. The City Attorney will be authorized upon consultation with Owners or Tenants,

to determine whether a requested clarification may be effectuated pursuant to this Section 13 or whether the requested clarification is of such character to constitute an amendment to this Agreement that requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is delegated to the City Manager, and the City Manager is authorized to execute any Operating Memoranda hereunder without further action by the City Council. Where Tenants request Operating Memoranda, such Operating Memoranda will be subject to review and approval by the Owner of the subject portion of the Cannabis Center.

14. Assignment and Transfer of Rights. Except as otherwise provided in this Section 14, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties (“Successors”) and constitute covenants that run with the Cannabis Center Property. Owner, for itself, its heirs, distributes, 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 City Approvals and any Subsequent Approvals (“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. Without limiting the foregoing, Owner may lease portions of the Cannabis Center Property to Tenants and/or sell portions of the Cannabis Center Property to Successors who thereafter will assume the obligations and enjoy the rights of this Agreement. Any lease or sale agreement will require Successors and Tenants to cooperate with Owner, City and other Tenants and Successors in all respects with matters pertaining to this Agreement.

15. Review for Compliance.

15.1. Periodic Review. Pursuant to Government Code section 65865.1, City will conduct 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 and requested by Owner, a hearing before the City Council. In the event City fails to formally conduct such annual review, Owner will be deemed to be in full compliance with the Agreement. If Owner sells a portion of the Cannabis Center Property or Cannabis Center to Successors, the Periodic Review as to that portion will be between City and the applicable Successors (but with notice to Owner), and any results of such Periodic Review will only involve and affect that portion and Successors and not affect Owner or the remainder of the Cannabis Center Property and Cannabis Center.

16. Amendment or Cancellation.

16.1. Amendment of Agreement.

16.1.1. Modification Because of Conflict with State or Federal Laws. An amendment to this Agreement resulting from a change in law will be governed by Section 8.

16.1.2. 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.

16.1.3. Amendment as to Portion of Property. When a Party that is successor to Owner as to a portion of the Cannabis Center Property ("Portion") seeks an amendment to this Agreement, 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 will 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 will be deemed to be the "owner" of that Portion of the Property for the purpose of amending this Agreement. Notice will be given to Owner and all Parties owning Portions of the Property of any attempt to amend this Agreement as to a Portion, who will have the right to intervene based on the claim that the amendment will affect rights or obligations as to the remainder of the Property.

16.1.4. Administrative Agreement Amendments. Notwithstanding the provisions of Section 16.1.2, 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 Cannabis Center 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"). Except to the extent otherwise required by law, an Administrative Agreement Amendment will not require notice or public hearing. The Director will evaluate and apply the term "substantially affect" in the context of the Project as a whole.

16.1.5. Amendment Exemptions. No amendment of any of the City Approvals or Subsequent Approvals, whether done as an administrative amendment or otherwise, will require an amendment to this Agreement. Instead, any such matter automatically will be deemed to be incorporated into the Cannabis Center Project and vested under this Agreement when written and executed by the Parties.

16.2. Amendment of Project Approvals. To the extent permitted by law, any of the City Approvals or Subsequent Approvals may, from time to time, be amended or modified in the following manner.

CANNABIS CENTER

16.2.1. Administrative Project Amendments. Upon written request by Owner for an amendment or modification to any City Approvals or Subsequent Approvals, the Director will determine (a) whether the requested amendment or modification is minor when considered in light of the Cannabis Center Project as a whole, and (b) whether the requested amendment or modification is consistent with this Agreement, the Applicable Laws, Construction Codes, and state and federal law. If the Director finds that the proposed amendment or modification satisfies the terms of this Section 16.2.1, and will result in no new significant environmental impacts not addressed and mitigated in the Final MND or mitigated by conditions to any of the City Approvals or Subsequent Approvals, it will 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 Cannabis Center 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 Cannabis Center Project, variations in the location or installation of utilities and other infrastructure that do not substantially alter the design concepts of the Cannabis Center Project, and minor adjustments to the Cannabis Center Property site diagram or legal description will be treated as Administrative Project Amendments.

16.2.2. Non-Administrative Project Amendments. Any amendment or modification to any of the City Approvals or Subsequent Approvals that is determined not to be an Administrative Project Amendment pursuant to Section 16.2.1 will be subject to review, consideration and action pursuant to the Applicable Laws and this Agreement.

17. Notices. All notices or other communications required or permitted hereunder will be in writing and will 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:

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

COLUSA RIVERBEND ESTATES L.P., a
California limited partnership,

Michael Olivas
12 Abbey Street and 706 Foxglove Cir
Winters, CA 95694
E-Mail: 56mikeolivas@gmail.com

And

POMONA RIO PROPERTY, LLC a
California limited liability company

Courtney Dubar
Chris Evans
1799 APOLLO COURT
SEAL BEACH, CA 90740
E-Mail: courtney@massiveprints.net
E-Mail: chris@llcmgmt.com

Notices sent in accordance with this Section 17 will 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 will be given by written notice in the manner detailed in this Section.

18. Breach and Remedies.

18.1. Subject to extensions of time by mutual consent in writing, failure or delay by either Party not released from this Agreement to perform any term or provision of this Agreement, will constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach will give the other Party not less than sixty (60) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be cured. During any such sixty (60) day period, the Party charged will not be considered in default for purposes of termination or institution of legal proceedings.

18.2. After notice and expiration of the sixty (60) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may, at their option, institute legal proceedings pursuant

to this Agreement or give notice of its intent to terminate this Agreement pursuant to Government Code section 65868 and any regulations of the City implementing said Government Code section. Following notice of intent to terminate, or prior to instituting legal proceedings, the matter will be scheduled for consideration and review in the manner set forth in Government Code sections 65865, 65867, and 65868 and City regulations implementing said sections by the City within thirty (30) calendar days.

18.3. Following consideration of the evidence presented in said review before the City and an additional 30-day period to cure, either party alleging the default by the other Party may institute legal proceedings or may give written notice of termination of this Agreement to the other party; provided, however, an Owner may only give such notice with respect to such portion of the Cannabis Center Property in which the Owner owns an interest.

18.4. Notwithstanding subsection 18.2, if any Tenant's default results in City terminating that Tenants' rights under this Agreement as to a portion of the Cannabis Center occupied by the defaulting Tenant, Owner may reactivate such rights for the remaining Term either by occupying and operating the defaulting Tenant's portion of the Cannabis Center or by leasing it to one or more Tenants that qualify under this Agreement. Recognizing the substantial benefit City obtains through continued operation of the Cannabis Center under this Agreement, Owner will not be required to cure any former Tenant's default to exercise this right.

18.4.1. Notwithstanding subsection 18.2, if the default of one or more of Owner's successors results in City terminating the successor's rights under this Agreement as to a portion of the Cannabis Center owned by the successor, Owner may reactivate such rights for the remaining Term by obtaining title to the successor's portion of the Cannabis Center and thereafter either operating such portion, leasing it to Tenants, or selling it to another successor owner. Owner will not be required to cure the successor's default to exercise this right in recognition of the substantial benefit the City obtains through continued operation of the Cannabis Center under this Agreement.

18.5. Except as specified in Section 18.4.1, no default in performance of a covenant or obligation with respect to a particular portion of the Cannabis Center Property will constitute a default applicable to any other portion of the Cannabis Center Property, and any remedy arising by reason of such default will be applicable solely to the portion of Cannabis Center Property where the default has occurred. Similarly, the obligations of the Owner and Tenants will be severable and no default hereunder in performance of a covenant or obligation by any one of them will constitute a default applicable to any successor in interest who is not affiliated with such defaulting Owner or Tenants.

18.6. 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 will 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 will not preclude actions to enforce payments of monies owed under this Agreement.

19. 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.

20. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, will 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, will not be affected thereby and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

21. 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 will 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 will be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and will 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 will include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

22. 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.

23. Execution of Agreement. The Parties will sign this Agreement on or within five (5) business days of the Approval Date.

24. Estoppel Certificate. City will, at any time and from time to time within ten (10) days after receipt of written notice from a successor Owner or Tenants so requesting,

execute, acknowledge and deliver to the successor Owner or Tenants 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 Owner or Tenants 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 Cannabis Center Property. Upon a successor Owner or Tenants written request, City will issue a certificate of performance evidencing completion of any obligation(s) under this Agreement.

25. Encumbrances on Real Property.

25.1. Discretion to Encumber. The Parties agree this Agreement will not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Cannabis Center 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") will be entitled to the following rights and privileges.

25.2. Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Owner may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. 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 Owner will be made without Owner's approval in its sole discretion.

25.3. Mortgage Protection. This Agreement will be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement will 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 Cannabis Center Property or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) will be subject to all of the terms and conditions of this Agreement.

25.4. Mortgagee Not Obligated. Notwithstanding the provisions of Section 25.3, 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 will 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 Cannabis Center 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 Cannabis Center Property.

25.5. Written Notice of Default. Each mortgagee will 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 will 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 Cannabis Center Property or any portion thereof will be waived; provided, however, the non-payment of money will not be deemed a non-curable default.

26. Governing Law and Venue. This Agreement and the legal relations between the Parties will 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.

27. 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.

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 will 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, will 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 will 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 will 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 will 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 will 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 will not become binding and will 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: _____, 2025

By: _____
Ryan Codorniz, Mayor

Attest:

By: _____
Shelly Kittle
City Clerk

Approved as to form:

JONES & MAYER

By: _____
Ryan R. Jones, Esq.
City Attorney

“OWNER”

COLUSA RIVERBEND ESTATES L.P., a
California limited partnership,

Date: _____, 2023

By: _____
Managing Member

POMONA RIO PROPERTY, LLC a
California limited liability company

Courtney Dubar

LEGEND

- PROPERTY BOUNDARY LINES
- - - ADJACENT LOT LINE
- CENTER LINE
- N.A.P.O. NOT A PART OF
- (EMBRACED) RECORD INFORMATION PER REFERENCES
- UN-EMBRACED MEASURED AND ACCEPTED

REFERENCES

R1 - PARCEL MAP No. 86-9-1 - A.E. STEIDLMAYER ET AL.
(Bk. 3, PARCEL MAPS, Pg. 131).

BASIS OF BEARING

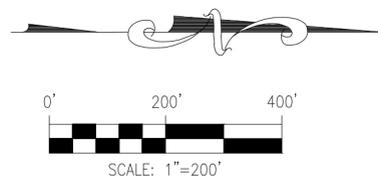
THE BASIS OF BEARING FOR THIS SURVEY IS IDENTICAL TO THAT CERTAIN PARCEL MAP, ON FILE IN BOOK 3 OF PARCEL MAPS, AT PAGE 131; SAID BEARING BEING SOUTH 00° 06' 37" EAST.

GENERAL INFORMATION

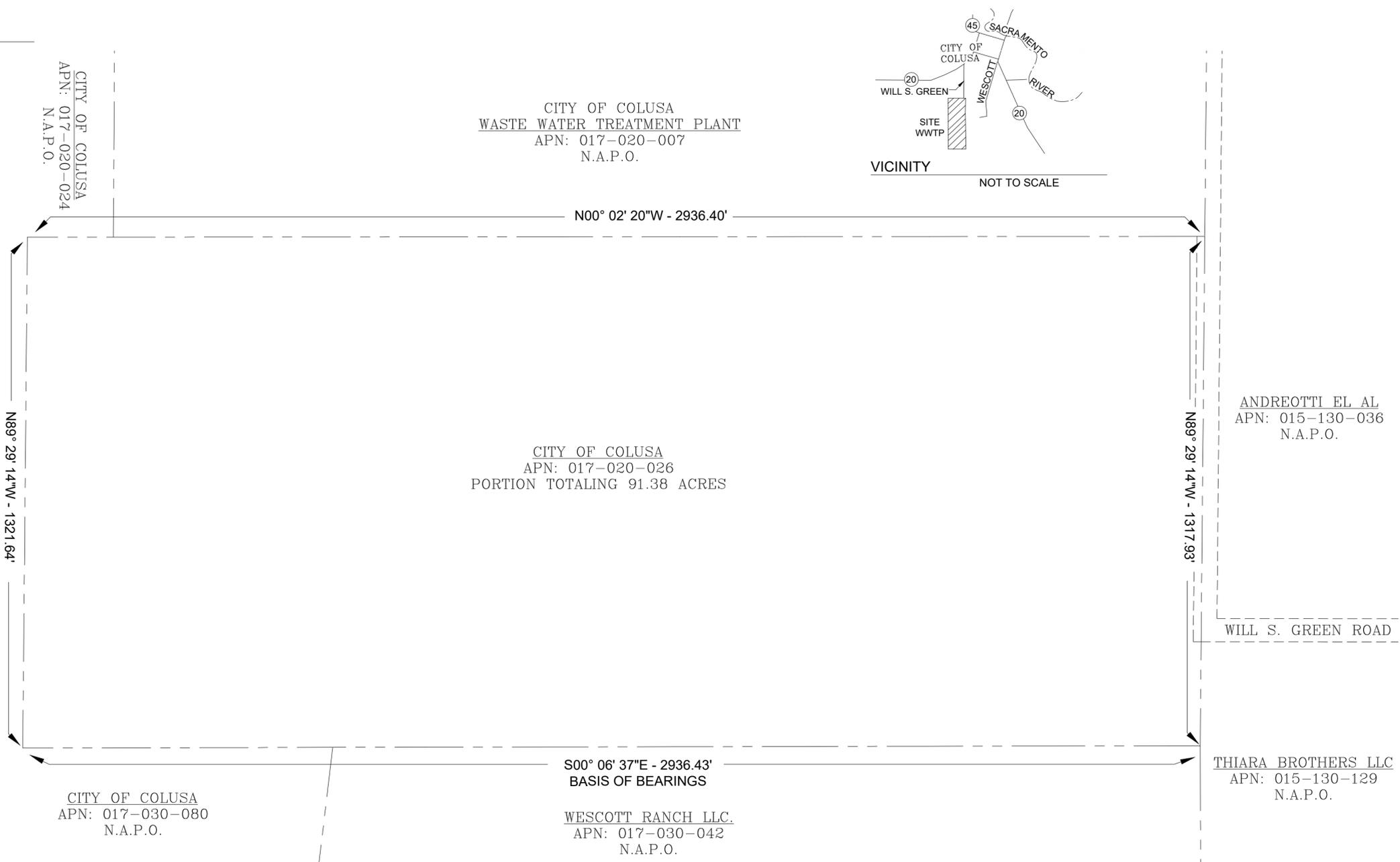
OWNER: CITY OF COLUSA, A MUNICIPAL CORPORATION
 ADDRESS: 425 WEBSTER STREET
 ADDRESS: COLUSA, CALIFORNIA 95932

SURVEYOR: DAVID L. SWARTZ, PLS #8401
 COMPANY: CALIFORNIA ENGINEERING COMPANY, INC.
 ADDRESS: 1110 CIVIC CENTER BLVD., SUITE 404
 ADDRESS: YUBA CITY, CALIFORNIA 95993

APN: 017-020-026
 ADDRESS: WILL S. GREEN AVENUE
 ADDRESS: COLUSA, CA 95932
 ZONING: E-A
 USE TYPE: AG
 FLOOD ZONE: AE - BASE FLOOD ELEVATIONS DETERMINED
 SIZE: 91.38 ACRES



APN: 017-020-026



UTILITY REPRESENTATIVES

UTILITY	COMPANY	CONTACT	PHONE
SEWER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
DRAINAGE:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
WATER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
IRRIG. WATER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
FIRE:	COLUSA FIRE DEPARTMENT	STAFF	530-458-5890
CABLE TV:	COMCAST	AGENT	800-934-6489
ELECTRICAL:	PACIFIC GAS & ELECTRIC COMPANY	STAFF	877-743-7782
GAS:	PACIFIC GAS & ELECTRIC COMPANY	STAFF	877-743-7782
PHONE:	AT&T	STAFF	855-637-9525
USA:	UNDERGROUND SERVICE ALERT	STAFF	800-227-2600

EXHIBIT A

A PORTION OF SECTION 1 & 12,
 TOWNSHIP 15 NORTH, RANGE 2 WEST, M.D.M.
 COUNTY OF COLUSA, STATE OF CALIFORNIA

FOR
CITY OF COLUSA,
A MUNICIPAL CORPORATION

BY
 CALIFORNIA ENGINEERING COMPANY, INC.
 1110 CIVIC CENTER BLVD., SUITE 404
 YUBA CITY, CA 95993
 (530) 751-0952
 FERUARY 10, 2026

JOB #23-105

SHEET 1 OF 1

“EXHIBIT B”

**DESCRIPTION OF
Transfer Parcel
as shown on
Exhibit A dated 02/10/2026**

All that certain real property situate in the County of Colusa, State of California within Section 1, Township 15 North, Range 2 West, Mount Diablo Meridian described as follows:

A Portion of Parcel 4 as said parcel is shown upon that certain map entitled “Parcel Map 86-9-1 for A.E. Steidlmayer Et Al.” filed in the Office of the Recorder in the County of Colusa, State of California on February 24, 1988 in Book 3 of Parcel maps at Page 131 and being more particularly described as follows:

Beginning at the northeast corner of the above said Section 1; thence southerly along the easterly line of said Section 1 and the northeasterly line of above said Parcel 4 South $00^{\circ}06'37''$ East a distance of 2936.43 feet; thence leaving the easterly line of said Section 1 North $89^{\circ}29'14''$ West a distance of 1321.64 feet to a point on the westerly line of above Parcel 4; thence northerly along the westerly line of the above said Parcel 4 North $00^{\circ}02'20''$ West a distance of 3016.40 feet to the northwest corner of said Parcel 4 and the north line of said Section 1; thence along the north line of both the afore mentioned and said Parcel 4 and Section 1 South $89^{\circ}29'14''$ East a distance of 1317.93 to the Point of Beginning.

All total containing 91.38 acres.

ORDINANCE NO. 519

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA, CALIFORNIA AMENDING VARIOUS SECTIONS AND ADDING ARTICLE 21.5 TO THE CITY ZONING CODE AND AMENDING SECTIONS AND ADDING CHAPTER 12F TO THE CITY OF COLUSA MUNICIPAL CODE ALL REGARDING CANNABIS MANUFACTURING USE AND REGULATORY PERMITS.

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 *et seq.* and entitled “The Compassionate Use Act of 1996”); and,

WHEREAS, the intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law; and,

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program (“MMP”), codified as Health and Safety Code Section 11362.7 *et seq.*, which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the Penal Code; and,

WHEREAS, neither the Compassionate Use Act (“CUA”) nor the MMP require nor impose an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction; and,

WHEREAS, in May 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, holding that cities have the authority to regulate or ban outright medical marijuana land uses; and,

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 *et seq.*, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and

WHEREAS, on October 9, 2015, Governor Jerry Brown signed the “Medical Marijuana Regulation and Safety Act” (“Act”) into law; and,

WHEREAS, the Act became effective January 1, 2016 and contains provisions which allow for local governments to regulate licenses and certain activities thereunder; and,

WHEREAS, the Act contains a provision which sets forth that the State shall become the sole authority for regulation under certain parts of the Act, unless local governments have “land use regulations or ordinances regulating or prohibiting the cultivation of marijuana...” (Health and Safety Code §11362.777(c)(4); and,

WHEREAS, on June 27, 2016, the Governor signed SB 837, effective immediately, changing the terms in the Act from "medical marijuana" or "marijuana" to "medical cannabis" or "cannabis", and making other technical changes to the Act. SB 83 7 also adopted regulations relating to the use and diversion of water in connection with the cultivation of cannabis; and

WHEREAS, the electorate of the State of California voted and approved in November 2016 the Adult Use of Marijuana Act ("AUMA"). The purpose of AUMA is 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 21 and older, will be allowed to possess marijuana and grow certain amounts at home for personal use.

WHEREAS, outdoor cultivation of marijuana plants can produce a strong odor, which can be detectable far beyond property boundaries; and,

WHEREAS, without regulation, the indoor cultivation and manufacturing of marijuana and subsequent testing, distribution, and transportation has potential adverse effects to the health and safety of the occupants; including structural damage to the building due to increased moisture and excessive mold growth which can occur and can pose a risk of fire and electrocution; additionally, the use of pesticides and fertilizers can lead to chemical contamination within the structure, and adequate security is necessary; and,

WHEREAS, the regulatory requirement imposed upon issuance or approval of special use permits and regulatory permits for cannabis cultivation, manufacturing, distribution, testing, and transportation facilities will combat any potential threat to public health, safety, or welfare; and,

WHEREAS, the City intends to adopt a new Chapter 12F Cannabis Manufacturing Facilities Regulatory Permit, establishing a regulatory permit scheme for cannabis cultivation, manufacturing, distribution, testing, and transportation facilities; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals.

The City Council hereby adopts the foregoing recitals as its findings in support of the following regulations and further finds that the following regulations are necessary and appropriate to protect the health, safety and welfare of the residents and businesses of Colusa from the identified adverse impacts of cannabis cultivation, processing, dispensing, delivery, and distribution within the City limits.

SECTION 2. CEQA.

The City Council finds that 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 5060(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.

SECTION 3. Amendment to Article 2 of the Zoning Code of the City of Colusa.

Article 2, Section 2.02 of the Zoning Code of the City of Colusa, Special Combining Districts is hereby amended, adding a new Special Combining District to the table of Special Combining Districts as CM, Cannabis Manufacturing Combining District.

SECTION 4. Amendment to Article 4 of the Zoning Code of the City of Colusa.

Article 4, Section 2.02 of the Zoning Code of the City of Colusa, Definitions, Part C, definitions "C" is hereby amended to add the following new definitions:

Cannabis Manufacturing means the cultivation, processing, extraction, manufacturing, testing, distribution, and transportation of cannabis and cannabis products.

Cannabis Manufacturing Special Use Permit means a special use permit issued submitted directly to, and issued by, the City Council after a public hearing.

SECTION 5. Amendment to Article 4 of the Zoning Code of the City of Colusa.

Article 4, Section 2.02 of the Zoning Code of the City of Colusa, Definitions, Part M, definitions "M", medical marijuana dispensary is hereby amended as follows (underlined text):

Medical marijuana dispensary. Medical marijuana dispensary or dispensary means (1) any facility, building, structure or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical marijuana to three (3) or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with California Health and Safety Code Section 11362.5 et seq.; or (2) any facility, building, structure or location, whether fixed or mobile, where qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively, distribute, sell, dispense, transmit, process, deliver, exchange or give away marijuana for medicinal purposes pursuant in California Health and Safety Code Section 11362.5 et seq. and such group is organized as a medical marijuana cooperative or collective as set forth in the Attorney General Guidelines. The terms "primary caregiver," "qualified patient," and "person with an identification card" shall be as defined in California Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a "medical marijuana dispensary" shall not include the following uses, as long as the location of such uses are otherwise regulated by applicable law and complies strictly with applicable law, including but not limited to, California Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code;
2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code;

3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code;
4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code a residential hospice, or a home health agency licensed pursuant to Chapter 8 of the California Health and Safety Code.
5. A Cannabis Manufacturing facility authorized by a Cannabis Manufacturing Special Use Permit granted by the City Council and operating with a valid cannabis manufacturing regulatory permit issued by the City.

SECTION 6. Amendment to Article 33 of the Zoning Code of the City of Colusa.

Article 33, Use Permits, of the Zoning Code of the City of Colusa is hereby amended to add a new Section 33.03 to read as follows:

Article 33, Section 33.03 Cannabis Manufacturing Special Use Permit Application and Fee.

Cannabis manufacturing 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 terms of this ordinance. Guarantees to insure compliance with terms and conditions may be required by the city council.

- (a) Cannabis manufacturing special use permits application and fee.
 1. Application for a cannabis manufacturing 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 manufacturing 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 manufacturing 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 manufacturing special use permit.
- (c) Revocation.
1. In any case where the conditions of the granting of a cannabis manufacturing 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 manufacturing 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 manufacturing special use permit is granted, the county assessor shall be so notified within thirty days of such action.
- (f) The cannabis manufacturing special use permit shall be issued to the business operator, be conditional upon issuance and holding of a valid cannabis manufacturing regulatory permit, and shall not run with the land.
- (g) No Cannabis Manufacturing Special User Permit shall be issued until either the City Council approves a Development Agreement for the site, an operations agreement for the site approved directly by the City Council, or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis cultivation in the City.
- (h) The Cannabis Manufacturing Special Use Permit shall run with the Regulatory Permit and not the land.

SECTION 7. Adding a New Article 21.5 to the Zoning Code of the City of Colusa.

The Zoning Code of the City of Colusa is hereby amended to add a new Article 21.5, Cannabis Manufacturing Use Regulations, as set forth in the attached Exhibit A, which is incorporated herein by this reference.

SECTION 8. Adding a New Chapter 12F to the Municipal Code of the City of Colusa.

The Municipal Code of the City of Colusa is hereby amended to add a new Chapter 12F, Cannabis Manufacturing Facilities Regulatory Permit, as set forth in the attached Exhibit B that is incorporated herein by this reference.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on May 16, 2017, by the following vote:

AYES: Womble, Reische, Ponciano and Kelleher

ABSTAIN: Markss

ABSENT: None

NOES: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on June 6, 2017, by the following vote:

AYES: Womble, Reische, Ponciano, Markss and Kelleher.

NOES: None.

ABSENT: None.

ABSTAIN: None.

KIRK KELLEHER, MAYOR

ATTEST:

SHELLY KITTLE, City Clerk

EXHIBITS:

Exhibit A: Cannabis Manufacturing Use Regulations

Exhibit B: Chapter 12F, Cannabis Manufacturing Facilities Regulatory Permit

EXHIBIT A

Article 21.5. - "CM" Cannabis Manufacturing Combining District—Regulations.

Sec. 21.5.01. - Regulations generally.

In any district with which is a combined "CM" district, 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 with which is combined with any "CM" district, the regulations of this article shall apply in addition to those hereinbefore specified for such district, provided that if conflict in regulations occurs the regulations of this article shall govern.

Sec. 21.5.02. - Purpose and intent.

Cannabis Manufacturing Facilities shall be permitted, in accordance with the criteria and procedures set forth in this code, upon application and approval of a cannabis manufacturing special use permit and a regulatory permit, pertaining to the location and operation of the facility. The regulations set forth in Chapter 12 D and Chapter 12 E shall not be applicable to any Cannabis Manufacturing facility subject to a valid Cannabis Manufacturing Special Use Permit and a Cannabis Manufacturing Regulatory Permit, and the regulations set forth in this Article 21.5 and Chapter 12 F of the municipal code shall control the location and operation of a Cannabis Manufacturing facility, notwithstanding the regulations set forth in Chapter 12 D and Chapter 12 E.

Sec. 21.5.03. – Cannabis Manufacturing Special Use Permit.

(a) Prior to, or concurrently with, application for a Regulatory Permit, the Applicant shall process and be issued a Cannabis Manufacturing 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 Manufacturing Special Use Permit shall run with the Regulatory Permit and not the land.

(b) No Cannabis Manufacturing Special User Permit shall be issued until either the City Council approves a Development Agreement for the site, a license agreement for the site, or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis cultivation in the City.

Sec. 21.5.04. - Cannabis Manufacturing Facilities.

Cannabis manufacturing facilities permitted under this chapter include facilities where 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, that holds a valid cannabis manufacturing 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

"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 21 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 Manufacturing Operation. For corporations and limited liability companies, Business Owner means the President, Vice President, and any shareholder owning a 10% 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.

"City" means the City of Colusa.

"Cannabis Manufacturing Facility" or *"Cannabis Operation(s)"* means a Cannabis Manufacturing facility permitted under this chapter where 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.

"Cannabis Manufacturing Regulatory Permit" or *"Regulatory Permit"* means the permit required under this Article and Chapter 12F of this code to operate a Cannabis Manufacturing facility, or to undertake any subcomponent of Cannabis Manufacturing which is done within the Cannabis Manufacturing facility by a subcontractor or tenant of the holder of a Cannabis Manufacturing Special Use Permit.

"Non-Commercial and Recreational Marijuana Activity" means all uses not included within the definition of Cannabis Manufacturing, including the personal use, cultivation, or consumption of marijuana, whether medical or recreational.

"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 Manufacturing Ordinance".

"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.

Sec. 21.5.06. - Minimum Operational Requirements and Restrictions.

The following operational requirements and restrictions shall apply to all Cannabis Manufacturing:

(a) *The Act and Other State Laws.* The Cannabis Operations shall at all times be in compliance with the Act and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under the Act, and any other applicable State law.

As recreational cannabis becomes lawful in California, and the Operator uses the approved Cannabis Operations for commercial recreational cannabis, the Operator shall comply with all statutes and regulations promulgated to implement the AMUA, and shall meet or exceed the health and safety requirements of the Act in any operations relating to recreational marijuana.

(b) *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.

(c) **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.

(d) **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.

(e) **Transportation.** Transportation shall only be conducted according to activity permitted by State law.

(f) **Distribution.** There shall be no deliveries from the Premises of cannabis or cannabis containing products except to another State or local licensed or permitted cannabis business.

(g) **Non-Cannabis Manufacturing Activity.** No Non-Commercial or Recreational Marijuana Activity shall occur on the Premises.

(h) **Store Front Retail Sales.** Store front retail sale of any cannabis product is expressly prohibited.

(i) **Public Access.** There shall be no public access to the Premises.

(j) **Minors.** It shall be unlawful for any Operator to employ any person who is not at least eighteen (18) years of age, or any older age if set by the State.

(k) **Distance separation from schools.** Cannabis Operations shall comply with the distance separation requirements from schools as required by State law. In addition, a Cannabis Manufacturing Operation shall not be located within 1200 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.

(l) Hours of Operation. Cannabis Manufacturing shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances.

(m) 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 has 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.

(o) 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 not detected 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 not detectable outside the cannabis facility.

(p) **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.

(q) **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.

(r) **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 5 mega pixels in resolution.
9. All security systems at the site must be attached to an uninterruptible power supply that provides 24 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.

Sec. 21.5.07. - Deliveries of Supplies and Transportation of Product.

The following rules apply to the deliveries and transportation:

(a) Deliveries to the Premises of supplies shall only occur as provided for in 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 the Premises 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. - Premises Maintenance.

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 Cannabis Manufacturing shall not be maintained in a manner that causes a public or private nuisance.

Sec. 21.5.09. - Location of Uses.

Cannabis Manufacturing operations permitted by this Article shall only be allowed in the locations designated on the diagram and floor plan of the Premises submitted with the application for a Regulatory Permit. The Cannabis Manufacturing shall not operate at any place other than the address of the Cannabis Operation stated in the Regulatory Permit.

Sec. 21.5.10. - Cannabis Manufacturing Regulatory Permit.

No person or entity shall operate a Cannabis Manufacturing facility within the City of Colusa without first obtaining a Cannabis Manufacturing 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 Manufacturing activities that will be allowed at that site. No Cannabis Manufacturing activities will be allowed unless specifically identified in the Regulatory Permit. In addition, all persons or entities who undertake any subcomponent of Cannabis Manufacturing performed by a subcontractor or tenant of the holder of a Cannabis Manufacturing Special Use Permit within the Cannabis Manufacturing facility shall first obtain a Cannabis Manufacturing 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) 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.

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

Sec. 21.5.13. - Inspection.

Cannabis Operations shall be open for inspection by any City law enforcement officer or City code enforcement officer at any time the Cannabis Operation 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 Operation 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 (\$1,000,000) 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 (30) 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. - 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 (\$1,000) 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.

End of Document

EXHIBIT B

Chapter 12F - CANNABIS FACILITIES REGULATORY PERMIT

12F-1 Purpose and intent.

Cannabis Manufacturing facilities 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 Manufacturing 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 Manufacturing Special Use permit, which has been validly issued by the city per the code.

12F-2 Cannabis manufacturing facilities.

Cannabis manufacturing 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.

12F-3 Regulatory permit required.

A. Prior to initiating operations and as a continuing requisite to operating a cannabis manufacturing facility, the legal representative of the persons wishing to operate a cannabis manufacturing 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 manufacturing, 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.

12F-4 - Cannabis Manufacturing 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

EXHIBIT B

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 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 (5) 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 (5) 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 therefore, 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 Manufacturing operations and activities proposed to occur on the Premises.
12. 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, 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 (6) 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, 24 hours per day. The contact information

EXHIBIT B

and schedule of the Operator and Responsible Parties shall be provided to the city manager or designee and updated within twenty-four (24) hours of any changes.

14. The proposed security arrangements for insuring the safety of persons and to protect the Premises from theft.
15. 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.
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 (30) days of receipt of the original application, notify the applicant of such fact.

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 (10) 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 (1) year following the date of issuance. Applications for renewal shall be made at least forty-five (45) 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 (45) 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

EXHIBIT B

- 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 (5) 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 (18) 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.
- G. Notice of Decision and Final Action.

EXHIBIT B**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 manufacturing 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 manufacturing special use permits shall be utilized except that the matter shall be heard by the City Council

EXHIBIT B

in the first instance, and shall be subject to the same judicial process as applied to a Cannabis manufacturing 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 (1) 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 (90) consecutive days. Before restarting operations, a new Regulatory Permit shall be secured. The 90 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.

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 manufacturing 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 manufacturing facility;

EXHIBIT B

- 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.

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 manufacturing facility in addition to those specified in this chapter.

12F-7 - Hours.

All Cannabis Manufacturing shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances.

12F-8- Cannabis secured.

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

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.

12F-10 – Taxes to be paid.

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

12F-11 - Point of sale system.

Cannabis manufacturing 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.

12F-12 - Odor control.

Cannabis manufacturing facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis manufacturing facility that is distinctive to its operation is not detected outside the cannabis manufacturing 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

EXHIBIT B

located within the same building as the cannabis manufacturing facility. As such, cannabis manufacturing 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 manufacturing facility's interior and exterior so that the odors generated inside the cannabis manufacturing facility are not detectable outside the cannabis manufacturing facility.

12F-13 - Records.

A. All cannabis manufacturing 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.

12F-14 - Community relations.

Each cannabis manufacturing 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 manufacturing facility or refer members of the public who may have any concerns or complaints regarding the operation of the cannabis manufacturing facility. Each cannabis manufacturing facility shall also provide the above information to its business neighbors located within one hundred (100) feet of the cannabis manufacturing facility as measured in a straight line without regard to intervening structures, between the front doors of each establishment.

12F-15 - Compliance.

All cannabis manufacturing 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.

12F-16 - Inspections and enforcement.

A. Recordings made by security cameras at any cannabis manufacturing 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.

EXHIBIT B

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 manufacturing 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 manufacturing 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 manufacturing 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 (90) calendar days, including during change of ownership proceedings;
3. Ownership is changed without securing a regulatory permit;
4. The cannabis manufacturing facility fails to maintain two hundred forty (240) continuous hours of security recordings; or
5. The cannabis manufacturing facility fails to allow inspection of the security recordings, the activity logs, or the premises by authorized city officials.

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

EXHIBIT B

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.

12F-18 - Permits not transferable.

Regulatory permits issued pursuant to this chapter are not transferable.

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 (\$1,000.00), 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 (\$1,000.00) 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.

12F-20 - Definitions.

EXHIBIT B

"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 21 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 Manufacturing Operation. For corporations and limited liability companies, Business Owner means the President, Vice President, and any shareholder owning a 10% 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.

"City" means the City of Colusa.

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

"Cannabis Manufacturing Regulatory Permit" or **"Regulatory Permit"** means the permit required under Article 21.5 and Chapter 12F of this code to operate a Cannabis Manufacturing facility, or to undertake any subcomponent of Cannabis Manufacturing which is done within the Cannabis Manufacturing facility by a subcontractor or tenant of the holder of a Cannabis Manufacturing Special Use Permit.

"Operator" means the Business Owner and any other person designated by the Business Owner as responsible for the day to day Cannabis Operations.

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

EXHIBIT B

"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.

- LEGEND**
- CALCULATED CORNER SYMBOL
 - ① MONUMENT DESCRIPTION NUMBER
 - FOUND MONUMENT AS DESCRIBED
 - △ PROPOSED LOT CORNER SYMBOL
 - ✕ SET 5/8" REBAR WITH CAP STAMPED "LS 8401"
 - PROPERTY BOUNDARY LINES
 - - - PROPOSED LOT LINES
 - - - ADJACENT LOT LINE
 - - - EASEMENT LINE
 - - - TIE LINE
 - - - CENTER LINE
 - - - EXISTING BUILDING
 - - - EXISTING PAVEMENT
 - - - EXISTING FENCE - WOOD
 - x - EXISTING FENCE - CHAIN LINK
 - N.A.P.O. NOT A PART OF
 - (EMBRACED) RECORD INFORMATION PER REFERENCES
 - UN-EMBRACED MEASURED AND ACCEPTED

- REFERENCES**
- R1 - PARCEL MAP No. 86-9-1 - A.E. STEIDLMEYER ET AL. (Bk. 3, PARCEL MAPS, Pg. 131).
 - R2 - LOT LINE ADJUSTMENT No. 24-XXX

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDENTICAL TO THAT CERTAIN PARCEL MAP, ON FILE IN BOOK 3 OF PARCEL MAPS, AT PAGE 131; SAID BEARING BEING SOUTH 00° 06' 37" EAST.

GENERAL INFORMATION

OWNER: CITY OF COLUSA, A MUNICIPAL CORPORATION
 ADDRESS: 425 WEBSTER STREET
 ADDRESS: COLUSA, CALIFORNIA 95932

SURVEYOR: DAVID L. SWARTZ, PLS #8401
 COMPANY: CALIFORNIA ENGINEERING COMPANY, INC.
 ADDRESS: 1110 CIVIC CENTER BLVD., SUITE 404
 ADDRESS: YUBA CITY, CALIFORNIA 95993

APN: 017-020-026
 ADDRESS: WILL S. GREEN AVENUE
 ADDRESS: COLUSA, CA 95932
 ZONING: E-A
 USE TYPE: AG
 FLOOD ZONE: AE - BASE FLOOD ELEVATIONS DETERMINED
 SIZE: 88.97± ACRES NEST

PROPOSED:

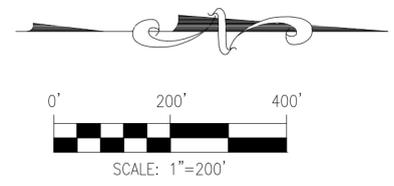
PARCEL 1 SIZE:	9.23± ACRES
PARCEL 2 SIZE:	9.69± ACRES
PARCEL 3 SIZE:	9.69± ACRES
PARCEL 4 SIZE:	9.69± ACRES
PARCEL 5 SIZE:	9.70± ACRES
PARCEL 6 SIZE:	9.72± ACRES
PARCEL 7 SIZE:	8.06± ACRES
PARCEL 8 SIZE:	7.33± ACRES
PARCEL 9 SIZE:	7.33± ACRES
PARCEL 10 SIZE:	8.53± ACRES
TOTAL SIZE:	88.97± ACRES

ROAD R.O.W. DEDICATION 2.42± ACRES (105431.33 sq. ft.)

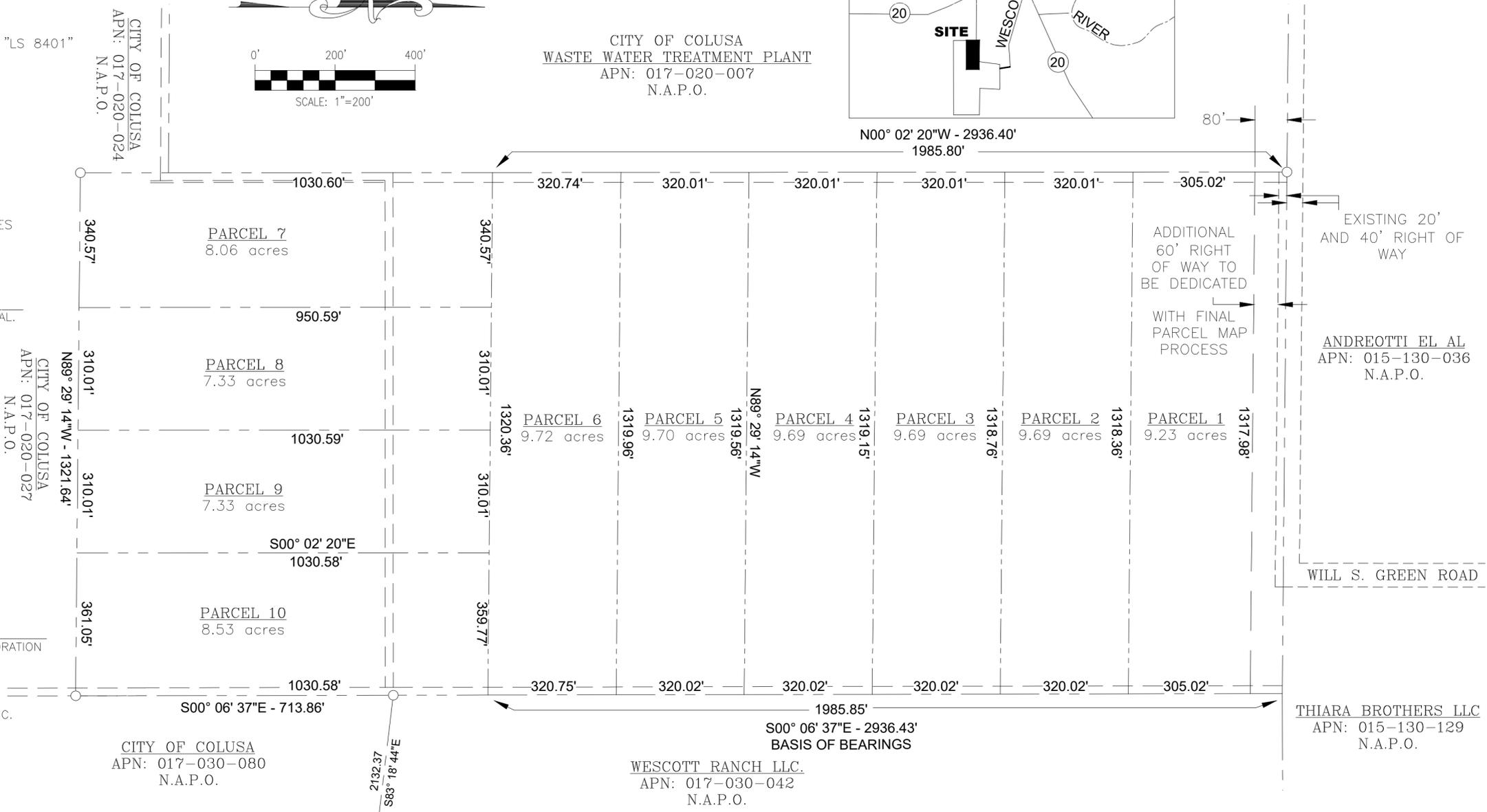
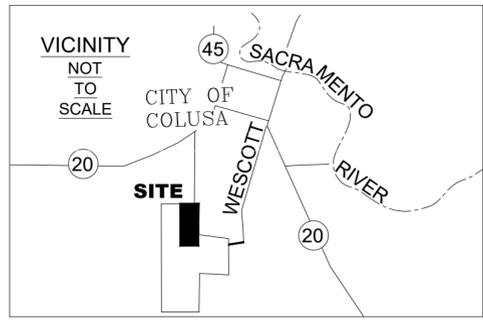


UTILITY REPRESENTATIVES

UTILITY	COMPANY	CONTACT	PHONE
SEWER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
DRAINAGE:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
WATER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
IRRIG. WATER:	CITY OF COLUSA PUBLIC WORKS	STAFF	530-458-4941
FIRE:	COLUSA FIRE DEPARTMENT	STAFF	530-458-5890
CABLE TV:	COMCAST	AGENT	800-934-6489
ELECTRICAL:	PACIFIC GAS & ELECTRIC COMPANY	STAFF	877-743-7782
GAS:	PACIFIC GAS & ELECTRIC COMPANY	STAFF	877-743-7782
PHONE:	AT&T	STAFF	855-637-9525
USA:	UNDERGROUND SERVICE ALERT	STAFF	800-227-2600



CITY OF COLUSA
 WASTE WATER TREATMENT PLANT
 APN: 017-020-007
 N.A.P.O.



**EXHIBIT B
 TENTATIVE SUBDIVISION MAP**

A PORTION OF SECTION 1 & 12,
 TOWNSHIP 15 NORTH, RANGE 2 WEST, M.D.M.
 COUNTY OF COLUSA, STATE OF CALIFORNIA

FOR
**CITY OF COLUSA,
 A MUNICIPAL CORPORATION**

BY
 CALIFORNIA ENGINEERING COMPANY, INC.
 1110 CIVIC CENTER BLVD., SUITE 404
 YUBA CITY, CA 95993
 (530) 751-0952
 OCTOBER 30, 2025

Table 2
City of Colusa
Recommended Development Impact Fees

	Single Family		Multifamily	Office	Retail	Industrial
	Per Unit ¹	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Water Connection				based on water meter size		
1"	\$3,597.33		3,597.33	3,597.33	3,597.33	3,597.33
1.5"			7,194.68	7,194.66	7,194.66	7,194.66
2"			11,511.46	11,511.46	11,511.46	11,511.46
3"			23,022.92	23,022.92	23,022.92	23,022.92
4"			35,973.32	35,973.32	35,973.32	35,973.32
6"			71,946.64	71,946.64	71,946.64	71,946.64
Wastewater Connection				based on water meter size		
1"	8,476.72		8,476.72	8,476.72	8,476.72	8,476.72
1.5"			16,953.44	16,953.44	16,953.44	16,953.44
2"			27,125.51	27,125.51	27,125.51	27,125.51
3"			54,251.02	54,251.02	54,251.02	54,251.02
4"			84,767.21	84,767.21	84,767.21	84,767.21
6"			169,534.42	169,534.42	169,534.42	169,534.42
Storm Drain	per acre (lot size) ²			per acre (lot size)		
Eastern Corridor	8,427.62		8,427.62	8,379.89	8,916.81	10,073.75
Central Corridor	12,119.11		12,119.11	8,805.39	8,977.27	8,834.08
Western Corridor	18,179.80		18,179.80	20,857.89	18,666.00	*
Parks and Recreation	2,996.02	1.50	2.73	0.00	0.00	0.00
Capital Facilities Fee						
City Hall	1,720.92	0.86	1.56	0.92	0.92	0.40
Police	1,807.55	0.90	1.64	0.97	0.97	0.42
Fire Protection	2,457.89	1.23	2.22	1.32	1.32	0.57
Community Center	1,382.23	0.69	1.25	0.00	0.00	0.00
Corp. Yard Relocation	1,157.27	0.58	1.05	0.62	0.62	0.27
Streets	2,131.53	\$1.07	\$1.44	\$3.15	\$5.20	\$2.05
Total Single Family (Eastern Corridor)	\$27,834.37					

1 - Based on a unit with 2,000 sq ft of indoor space and 1/4 acre total lot size
 2 - Storm drain fee is prorated based on lot size
 * The City does not expect any industrial development in the Western Corridor

ORDINANCE NO. _____
(Uncodified)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA
AMENDING THE ZONING OF PROPERTY WITHIN THE CITY OF COLUSA SPHERE OF
INFLUENCE AS PART OF THE WASTEWATER TREATMENT PLANT – COLUSA TRIPLE CROWN
DEVELOPMENT PROJECT

BE IT ORDAINED by the Council of the City of Colusa that:

Section 1. The zoning of all that real property identified as Assessor’s Parcel Nos 017-020-024, 017-020-025, 017-020-026, 017-020-027; 017-030-079, 017-030-080; and 015-130-128, 015-130-129, 015-130-068, and 015-130-082 is amended as depicted in Exhibit I.

Section 2. The City Council finds that:

- A. The rezoning is consistent with the General Plan as it would apply zoning districts that are consistent with the proposed General Plan diagram; and 1) a Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA; and 2) that the Mitigated Negative Declaration represents the independent judgment and analysis of the city as lead agency for the Project; and 3) that on the basis of the whole record before it, there is no substantial evidence that the project will have a significant effect on the environment with the application of mitigation measures.
- B. The site is physically suitable for the pattern of zoning classifications and anticipated development resulting therefrom, including the Colusa Triple Crown development on vacant property at the southern Will S. Green Road abutting the Wastewater Treatment Plant. The site is served by existing utilities, including power, water, and sewer. The sites are compatible with existing and adjoining land uses: the 161.73 acre site known as Brookins Ranch will receive an R-1 Single-Family zoning designation, and the 509.92 city-owned agricultural lands will receive an A-G Agricultural zoning designation. The site is flat and does not contain any physical constraints such as steep slopes, wetlands, or woodlands. There are no physical constraints to the site that would prohibit development or agricultural uses.

Section 3. This ordinance shall become effective 30 days following the date of its adoption.

THE FOREGOING ORDINANCE was adopted by the City Council of the City of Colusa at its meeting held on _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

DISQUALIFIED:

DENISE CONRADO, MAYOR

ATTEST

SHELLY KITTLE, City Clerk

Exhibit I – Zoning Map

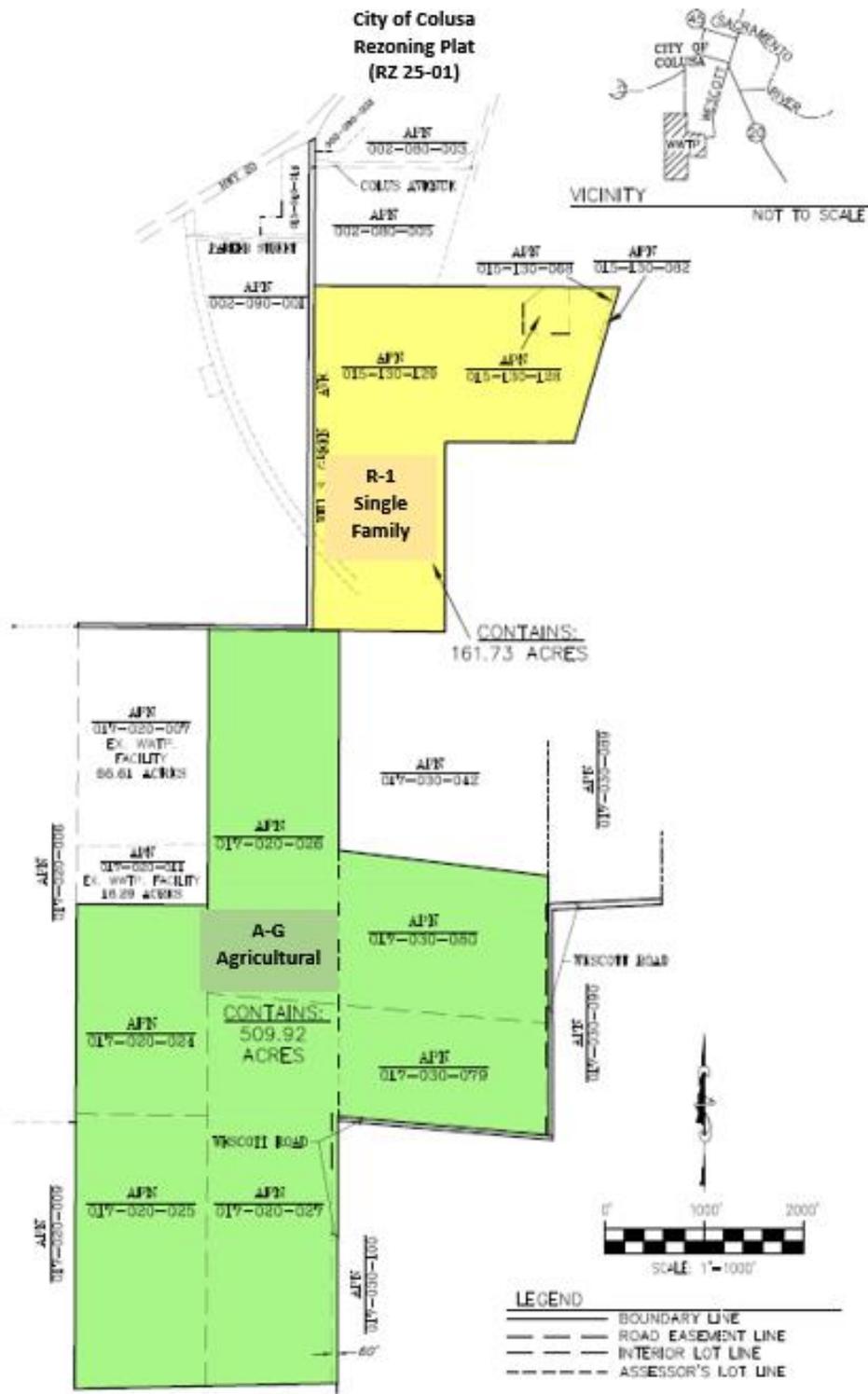


Exhibit I – Rezoning Plat

ORDINANCE NO. _____
(Uncodified)

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA
 ADDING APPENDIX A – CHAPTER 17.5 AG AGRICULTURAL DISTRICT - REGULATIONS TO THE
 COLUSA MUNICIPAL CODE AND FINDING THE ORDINANCE SUBJECT TO CALIFORNIA
 ENVIRONMENTAL QUALITY ACT (CEQA) IN WHICH AN INITIAL STUDY RESULTING IN A
 MITIGATIVE NEGATIVE DECLARATION WAS PREPARED.**

WHEREAS, this Ordinance adds Appendix A – Chapter 17.5 – AG Agricultural District to the Colusa Municipal Code to allow the regulation of land uses and development within agricultural-zoned property located within the city of Colusa; and

WHEREAS, this Ordinance advances and protects agricultural uses and agricultural operations in areas where fertile soils particularly suited to crop production are present, areas where agriculture is the natural and desirable primary land use, and where the protection of agriculture from the encroachment of incompatible land uses is essential to the general welfare and economic prosperity of the County; and

WHEREAS, this Ordinance has been processed in connection with the Wastewater Treatment Plant Annexation – Colusa Triple Crown Development project (Project) in which an Initial Study /Mitigated Negative Declaration (IS/MND) was prepared to analyze any environmental impacts; and

WHEREAS, the Initial Study/Mitigated Negative Declaration determined that the proposed Project would not result in any environmental impacts that could not be mitigated to a less than significant level; and

WHEREAS, on March 18, 2026, the Planning Commission conducted a duly noticed public hearing to consider the staff report, staff recommendation, and public testimony concerning the ordinance. Following the public hearing, the Planning Commission voted to recommend forwarding the ordinance to the City Council with a recommendation in favor of its adoption; and

BE IT ORDAINED by the City Council of the City of Colusa, that:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA and 2) that the Mitigated Negative Declaration represents the independent judgment and analysis of the city as lead agency for the Project and that 3) on the basis of the whole record before it, there is no substantial evidence that the project will have a significant effect on the environment with the application of mitigation measures.

Section 3. In accordance with the State of California Government Code commencing with section

65800, the City of Colusa City Council finds that:

1. **Municipal Code Amendment:** The amendments to the Colusa Municipal Code (CMC) are consistent with the General Plan and are found to be consistent with and advances economic related policies for the City of Colusa as outlined in the Land Use (LU-5, LU-5.3, LU-6.1, LU-6.3, LU-10, LU-10.1) and Community Character (CCD-9.5 and CCD-9.7) Elements portions of the General Plan.
2. **Health, Safety, and Welfare; Illogical Land Use Pattern:** Adoption of this ordinance will not adversely affect the public health, safety, and welfare, as it updates the Colusa Municipal Code to include agricultural practices within city limits. This ordinance will not result in an illogical land-use pattern, as the subject land, to which the AG-Agricultural designation will be applied, is already designated E-A (Exclusive Agriculture) in the county, is currently owned by the City of Colusa, and is actively used for agricultural production.
3. This ordinance is consistent with Appendix A of the Colusa Municipal Code with the purpose of the district is to protect agricultural uses and operations in areas where fertile soils particularly suited to crop production are present, areas where agriculture is the natural and desirable primary land use and where the protection of agriculture from the encroachment of incompatible land use is essential to the general welfare and economic prosperity of the city. and intent of does not alter or revise the type of intensity of allowed uses in any commercial and residential zoning districts

Section 4 Code Amendment. Chapter 17.5 is hereby added in its entirety to Appendix A – Zoning of the Colusa Municipal Code to read as follows:

17.5 A-G Agricultural District - Regulations

Sec 17.5.01 Purpose of district.

The purpose of the A-G zone is to protect agricultural uses and agricultural operations in areas where fertile soils particularly suited to crop production are present, areas where agriculture is the natural and desirable primary land use, and where the protection of agriculture from the encroachment of incompatible land uses is essential to the general welfare and economic prosperity of the City.

Sec 17.02 Regulations generally.

- (a) General Standards. Allowed uses and associated structures shall comply with the following development standards, in addition to any other applicable requirements of this Title. Table 17.5.02-1 identifies the development standards applicable to the agricultural zones.

Table 17.5.02-1 Development Standards in the Agricultural Zones

Development Standards – Agricultural (A-G)			
Zoning Classification			
		A-G	Special Regulations
Minimum Parcel Size		5 ac	
Minimum Parcel Width		100 ft	
Minimum Parcel Depth		200ft	
Setback and Height Standards			
Minimum Setbacks for Agricultural Structures	Front	25 ft	
	Rear	20 ft	
	Side	10 ft	
Minimum Setbacks for Agricultural Structures	Front	25 ft	
	Rear	25 ft	
	Side	25 ft	
Maximum Height of Agricultural Structures		50 ft	
Maximum Accessory Agricultural Structure Height		100 ft	
Maximum Height for Nonagricultural Structures		30 ft	

- (b) Performance Standards. The following performance standards apply to permitted uses and uses allowed with an administrative permit in the agricultural zones as required in Table 17.5.02-1. Projects that cannot meet the following performance standards shall be elevated to a Minor Use Permit.
- (1) Maximum Noise Levels. Maximum noise levels shall meet the requirements of General Plan Table 7.4. Further, maximum noise levels shall not exceed 60 dB at the property line of adjacent uses that are not in an agricultural or industrial zone.
 - (2) Maximum Daily Trips. New daily trips shall not exceed an additional one hundred car or light truck vehicle trips or an additional seventy heavy truck or bus vehicle trips, or a combination of the two over existing or previously established traffic volumes.
 - (3) Drainage and Water Quality. There shall be no net increase in off-site drainage flows, including peak flows during a storm event, and water quality measures shall be implemented to reduce stormwater pollutants.

- (4) Roadway and Access Improvements. The project shall demonstrate adequate roadway and access improvements consistent with City standards to accommodate the maximum daily trips to the satisfaction of the Director of Public Works.

Sec 17.5.03 Allowed Uses in the Agricultural Zones

Table 17.5.03-1 Allowed Uses in the Agricultural Zones

Permitted Uses – Agricultural (A-G)		
P = Permitted M = Minor Use Permit U = Use Permit T = Temporary Use Permit - = Use Not Allowed	Zoning Classifications	
	A-G	Special Regulations
Agricultural Processing, Off-Site Products	A	
Agricultural Processing, On-Site Products	P	
Animal Grazing	P	
Animal Processing and Rendering	U	
Apiaries	P	
Crop Production and Cultivation, including Orchards and Vineyards	P	
Intensive Animal Operations	U	
Nurseries and Greenhouses	P	
Stables, Commercial	P	
Stables, Private	P	
Visitor-Serving Agricultural Support Use	P	
Wineries	P	
Natural Resource Uses		
Energy Generation for Off-Site Use	U	
Energy Generation for On-Site Use	P	
Forestry and Logging	P	
Mining	U	
Oil and Gas Extraction	U	
Timber Processing	U	
Commercial Uses		
Agricultural Product Sales, Off-Site	M	
Agricultural Product Sales, On-Site	P	

Agricultural Auction and Sales Yard	M	
Agricultural Chemicals Commercial Storage and Distribution	U	
Animal Hospitals and Kennels	M	
Commercial Recreation, Outdoors	U	
Construction, Maintenance and Repair Services	M	
Farm Equipment: Sale, Rental, Repair and Supplies	U	
Nursery, Retail	M	
Tasting Rooms	M	
Industrial Uses		
Warehousing, Wholesaling and Distribution	U	
Transportation, Communication, and Utility Uses		
Composting Facilities and Soil Amendment Facilities	U	
Telecommunications Facilities	M	
Utilities, Minor	P	

THE FOREGOING ORDINANCE was adopted by the City Council of the City of Colusa at its meeting held on _____, 2026 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINED:
- DISQUALIFIED:

DENISE CONRADO, MAYOR

ATTEST

SHELLY KITTLE, City Clerk

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA
AMENDING APPENDIX A – CHAPTER 21.5, CANNABIS REGULATIONS, SUBSECTION
21.5.01(A), OF THE COLUSA MUNICIPAL CODE AND FINDING THE ORDINANCE IN
COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, this Ordinance modifies subsection 21.5.01(a) of Appendix A – Chapter 21.5 Cannabis Regulations of the Colusa Municipal Code to allow cannabis operations in the AG-Agricultural zoning district, subject to securing a cannabis special use permit; and

WHEREAS, this Ordinance modification has been processed in connection with the Wastewater Treatment Plant Annexation (WWTP #2) – Colusa Triple Crown Development project (“Project”) in which a Mitigated Negative Declaration (IS/MND) was prepared to analyze any environmental impacts; and

WHEREAS, the Mitigated Negative Declaration determined that the proposed Project would not result in any environmental impacts that could not be mitigated to a less than significant level; and

WHEREAS, on March 18, 2026, the Planning Commission conducted a duly noticed public hearing to consider the staff report, staff recommendation, and public testimony concerning the ordinance. Following the public hearing, the Planning Commission voted to recommend forwarding the ordinance to the City Council with a recommendation in favor of its adoption; and

BE IT ORDAINED by the City Council of the City of Colusa finds that:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA and 2) that the Initial Study/Mitigated Negative Declaration represents the independent judgment and analysis of the city as lead agency for the Project and 3) that on the basis of the whole record before it, there is no substantial evidence that the project will have a significant effect on the environment with the application of mitigation measures.

Section 3. In accordance with the State of California Government Code commencing with section 65800, the City of Colusa Council finds that:

1. Municipal Code Amendment: The ordinance amendments to the Colusa Municipal Code (CMC) are consistent with the General Plan and are found to be consistent with and

advances economic related policies for the City of Colusa as outlined in the Land Use (LU-5, LU-5.3, LU-6.1, LU-6.3, LU-10, LU-10.1) and Community Character (CCD-9.5 and CCD-9.7) Elements portions of the General Plan.

2. Health, Safety, and Welfare; logical Land Use Pattern: Adoption of this ordinance will not adversely affect the public health, safety, and welfare, as it updates the Colusa Municipal Code to include cannabis permits in agricultural zoning districts subject to the issuance of a special conditional use permit.
3. This ordinance is consistent with Appendix A of the Colusa Municipal Code, with the purpose of the modification to permit cannabis business in A-G Agricultural zoning districts, subject to approval of a cannabis special use permit.

Section 4 Code Amendment. Colusa Municipal Code subsection 21.5.01(a) of Appendix A - Article 21.5 – Cannabis Regulations is hereby amended to read as follows:

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.

[Article 17.5 A-G Agricultural District.](#)

Section 5. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen (15) days after passage and adoption as required by law, or in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and, within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of City Clerk.

Section 6. This ordinance shall be effective thirty (30) days following its adoption.

THE FOREGOING ORDINANCE was adopted by the City Council of the City of Colusa at its meeting held on _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

DISQUALIFIED:

DENISE CONRADO, MAYOR

ATTEST

SHELLY KITTLE, City Clerk