



CITY COUNCIL MEETING

Tuesday, November 21, 2023
Regular Meeting - 6:00 PM
City Hall – City Council Chambers
425 Webster Street, Colusa, CA 95932

AGENDA

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

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

Zoom: - Passcode: 007745

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

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

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION MEETING – 5:00 PM

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957) Title: City Manager
- CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6) Agency designated representatives: City Manager Jesse Cain and Ryan Jones, City Attorney. Memorandum of Understandings (MOU's) for:
 - Department Heads and Professional Firefighters Association

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENTS *(The public to address any item of City business NOT appearing on this Agenda. Speakers must limit their comments to three (3) minutes each. Please note that per Government Code Section 54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda)*

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

- [1.](#) **Approve** - Council Draft Minutes of November 7th
- [2.](#) **Receive and File** - Police Department October Report
- [3.](#) **Receive and File** - Finance Department October Report
- [4.](#) **Receive and File** - October Warrants List
- [5.](#) **Approve** - Additional street closure for Christmas Tyme in Colusa on December 1st.
- [6.](#) **Adopt** - Resolution approving a 5-year contract with Hunters Service for the injection of the Elm and Hackberry trees.
- [7.](#) **Adopt** - Resolution approving to waive the request for the proposal process and purchase a 2023 Ford Hybrid Truck from Hoblit Motors using Prop 64 Funds
- [8.](#) **Adopt** - Resolution approving a 5-year tentative parcel subdivision map request for an extension on the Cheney-Wilson tentative subdivision map
- [9.](#) **Adopt** - Ordinance 559 amending Appendix A-Zoning by repealing and replacing Sections 21.5 and 33.03 of the Colusa Municipal Code regarding Commercial Cannabis Regulations
- [10.](#) **Adopt** - Ordinance 560 repealing Chapter 12E of the Colusa Municipal Code entitled "Medical Marijuana Cultivation" and reenacting Chapter 12E to be retitled "Personal Cannabis Cultivation"
- [11.](#) **Adopt** - Ordinance 561 amending Section 12 by repealing and replacing Sections 12D and 12F of the Colusa Municipal Code regarding Cannabis Dispensaries and Cannabis Businesses Regulatory Permits

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

CONTINUED PUBLIC HEARINGS

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

Recommendation: Council to take public comments and Council to adopt the Resolution approving a Conditional Use Permit/Cannabis Special Use Permit for special planning area #4 Located at the northeast corner of Colusa east of D street (between East Clay Ave and Sacramento River levee)
- [13.](#) Consideration of an Ordinance approving the Development Agreement ("D.A.") in support of cannabis manufacturing uses in the northeast corner of the city, bordered by the Sacramento River on the north, Clay Street on the south, and D Street on the west in Colusa on property zoned in the Light Industrial (M1) District

Recommendation: Council to take public comments and Council to introduce, read by title only, and waive the full first reading of the Ordinance: Approving a Development between the City of Colusa and Colusa Riverbend Estates L.P. and Pomona Rio Property, LLC relative to the operation of a Cannabis Center Business Park located at the Northeast Corner of the City, boarded by the Sacramento River on the North, Clay Street on the South and D Street on the West in Colusa

COUNCIL CONSIDERATION

14. Consideration of the Resolution approving the Commercial Cannabis application policy.

Recommendation: Council to adopt the Resolution approving the Commercial Cannabis application policy.

15. Consideration of a Resolution to work on an agreement with Colusa Riverbend Estates L.P. and Pomona Rio Property, LLC

Recommendation: Council to adopt the Resolution to work on and enter into an agreement for a Property Exchange with Colusa Riverbend Estates L.P. and Pomona Rio Property LLC within 90 days of adopting this Resolution

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

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

Americans with Disabilities Act

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

“This institution is an equal opportunity employer and provider”



CITY COUNCIL MEETING

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

MINUTES

CALL TO ORDER – Mayor Ponciano called the meeting to order at 5:00 pm

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

PUBLIC COMMENTS – None.

CLOSED SESSION MEETING – 5:00 PM

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

-Department Heads

- Professional Firefighters Association

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

REGULAR MEETING – 6:00 PM

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

ROLL CALL – All present.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – Ben King commented about a study of the city's water quality.

District Supervisor Bell thanked the city for the river park cleanup.

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

1. **Approve** - Council Draft Minutes of October 3 and 17
2. **Receive and File** - Treasurer's September Report
3. **Receive and File** - Fire Department October Report

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

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

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members reported on meetings they each attended.

City Attorney Jones reported new laws that will impact cities in 2024.

City Manager Cain reported on meetings he attended and provided an update on the Mushroom Plant.

Code Enforcement Officer, Manual Soto introduced himself and provided an update in his department.

Police Chief Fitch provided updates in his department.

Fire Chief Conley provided updates in his department.

Grant Writer Ash provided updates on grants and community events.

City Engineer Swartz provided updates in his department.

PUBLIC HEARINGS

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

City Attorney Jones stated this would be an Ordinance (not a Resolution) and would be introduced and to waive the first reading of the Ordinance. The second reading would be at the next meeting. Consultant Ash explained cross-referencing. City Manager Cain stated the Ordinance would support the policies moving forward. Mayor Ponciano thanked the Planning Commission for their hard work on this. The council asked questions, and discussions followed with clarification. The City Attorney explained that the Ordinance could be modified later.

Public Hearing opened at 6:42 pm

Planning Commissioner Cativiela explained the decisions made by the Planning Commission, as a whole.

Citizen Cheryl Goodman commented on potential issues.

Citizen Sean Amsden agreed with the parameters and was a proponent of the changes.

Public Hearing closed at 7:01 pm

ACTION: Motion by Mayor Ponciano, seconded by Council Member Garofalo to waive the first reading of **Ordinance 559** with the amendments to eliminate “The General Commercial District” (Section 21.501, Item B) to “Light Industrial Only” and add “Code Enforcement” approving the revisions to the Planning Zoning Articles 21.5 and 33. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

ABSENT: None.

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

Consultant Ash explained this portion of the Ordinance would be updated to the current state laws.

Public Hearing opened and closed at 7:05 with no public comments.

ACTION: Motion by Council Member Vaca seconded by Council Member Conrado to and introduce, read by title only, and waive the full first reading of **Ordinance 560:** An Ordinance of the City Council repealing Chapter 12E of the Colusa Municipal Code entitled “Medical Marijuana Cultivation” and reenacting Chapter 12E to be retitled “Personal Cannabis Cultivation”. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

ABSENT: None.

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

Consultant Ash explained the amendments and updates to this section, which was duplicative of 21.5 and 33.

Public Hearing opened at 7:10 pm

Sean Amsden inquired about zoning and retail on Main Street.

Council asked Consultant Ash technical questions.

Public Hearing closed at 7:12 pm

ACTION: Motion by Council Member Conrado, seconded by Council Member Codorniz to introduce and waive the first reading of **Ordinance 561** with the amendments: "Limitations on the Number of Cannabis Dispensary Permits" 12D-3 (A.1. and 2.) from two to one and a review at 18-months rather than 24-months of the City Ordinance 12D and 12F. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

ABSENT: None.

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

City Manager Cain explained what was adopted in 2019. Everything would be under the roof in a metal building which is consistent with the General Plan that was previously approved. Mayor Pro-Tem Garofalo read her notes and recommended it be part of the Resolution and Attachment A.

Public Hearing opened at 7:38 and will be continued to November 21st.

Applicant Mike Olivas stated he was surprised by all the additional conditions from Mayor Pro-Tem Garofalo. He asked for a copy, along with additional time. City Attorney Jones recommended this Public Hearing be continued to the next regularly scheduled meeting.

Citizen Ben King discussed D Street, his divided interests, property rights, and the best interest for the city.

Citizen Cathy Yerxa expressed concerns about seepage.

District Supervisor Janice Bell commented on D Street, the source of the water, and other issues.

Citizen Cheryl Goodman expressed her concerns with a Detention Pond being 50 feet from her septic tank. She informed the council to be on notice about this problem.

Citizen John Stuck commented about trading land for land. This project could be moved next to the Treatment Plant where the baseball fields were going to go.

Citizen Matt Simmons commented about the proposed Detention Basin and asked questions of the City Manager for clarification.

ACTION: There was council consensus to continue the Public Hearing to November 21st.

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

City Manager Cain stated this DA had been through the Planning Commission, Council, and the applicants. Mayor Ponciano said he has many questions and concerns about the DA. Applicant Olivas recommended having a Workshop to address all his concerns so he can understand everything. Council and City Attorney Jones agreed to a Workshop before the next regularly scheduled council meeting on November 21st.

Public Hearing opened at 8:17 pm and will be continued to November 21st.

Citizen Ben King commented about credit, business risk, and the city’s protection.

ACTION: There was council consensus to continue this Public Hearing until November 21st.

COUNCIL CONSIDERATION

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

Consultant Ash explained the benefits and provided examples.

ACTION: Motion by Council Member Conrado seconded by Council Member Vaca to adopt **Resolution 23-58** approving the Placer AI Order Form. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

ABSENT: None.

DISCUSSION ITEMS

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

There was council consensus for Council Member Codorniz to attend.

FUTURE AGENDA ITEMS

None.

ADJOURNED at 8:35 pm

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

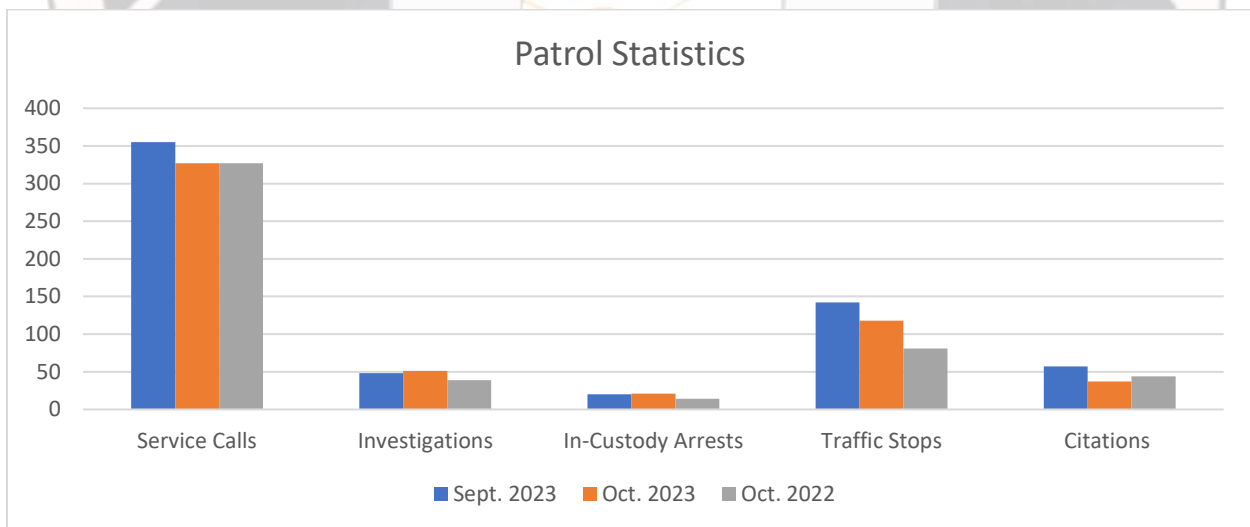
Colusa Police Department

Monthly Report for October 2023

Monthly Activities

- City Council Meetings
- Participated in the Colusa County Office of Education School Attendance Review Board hearing.
- Participated in active shooter training (ALICE training) at Our Lady of Lourdes School
- Participated in the 2nd grade government presentations at City Hall
- Attended Prop. 64 status meeting
- Participated in ‘Trunk or Treat’ events at the Fall Festival and Colusa Medical Center

Monthly Statistics



- There were 327 calls for service for patrol officers with 25 agency assists. The call volume slightly decreased from the month of September which was 355. In October of 2022, there were 327 calls for service which is identical to the call volume of the current year.
- During October 2023, there were 21 in-custody arrests. There were 3 citations issued in lieu of subjects being booked in jail. There was 1 domestic violence related incident reported in October. There were 5 DUI related arrests made. There were 51 reports initiated.
- During the month of October, officers initiated 118 traffic enforcement stops. There were 37 citations issued. Several of the citations issued were for registration violations and stop sign violations. There were no reportable traffic collisions with or without injuries during the month of October.
- The Police Services Manager handled 86 calls for service during the month of October. These calls for service don't include telephone calls handled by the Police Services Manager.

Additionally, she continues to handle a significant number of CCW applications. DOJ clearances for CCW applicants continued to experience some delays. *Note: The Police Services Technician's calls for service are separate from patrol officers' calls for service.*

Items of Interest

- It is not uncommon for the Colusa Police Department to receive complaints about vehicles parked along public roadways that are inoperable or even abandoned. If a vehicle's registration has expired for more than 6 months, it can be towed pursuant to section 22651(o) of the California Vehicle Code. A vehicle can't be parked for more than 120 hours on a per section 11-8(Z) of the Colusa City Code. This excludes vehicles on private property. Should you notice a yellow 'warning' tag on vehicle, if the vehicle is not moved quickly, it will be towed. Often it will be towed without further notice.
- During the month of October, there was 1 death attributed to a fentanyl overdose. Narcan was administered by first responders shortly after arriving on-scene, however it was unsuccessful.
- The Colusa Police Department continues to investigate the murder of Giovanni Alcaraz. Alcaraz was murdered on 3/26/2020, on Wescott Road in front of the Colusa Garden Apartments. The shooting that ultimately claimed the life of Alcaraz occurred in the late afternoon, in broad daylight. The United States Marshal Service is attempting to locate the suspect, Christian Suarez. Suarez is 5-09 in height, 120 pounds, with black hair and brown eyes. He is from the Arbuckle area. An arrest warrant has been issued for Suarez who is pictured below. While the Colusa Police Department will occasionally receive investigative leads, we continue to ask for the public's assistance since it is strongly believed that Suarez remains in contact with family and some friends.

The integrity of Alcaraz's murder investigation is paramount. It is for this reason that specific details surrounding the events that led up to and the murder itself aren't made public. The Colusa Police Department will not engage nor comment on speculation put forth on social media. If anyone has any information related to the location of Suarez and/or the murder of Giovanni Alcaraz, please contact the Colusa Police Department.





City of Colusa
Finance Department
Monthly Staff Report – October 2023

Accounts Payable

- Review Income and Expense statement for October 2023
- October 2023 Warrant Listing.
- 161 accounts payable checks processed.
- Staff training on AP functions cont'd

Payroll

- Prepare September salary allocation transfers.
- October regular Payroll.
- Implement (2) regular salary step increase
- Implement (5) other Payroll Increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

Accounts Receivable

- Provide continued utility billing customer support.
- 2,165 utility bills mailed.
- (3) bad checks processed.
- 1,953 cash payments processed (utilities, bldg. permits, recreation and pool, encroachment, business license, State and County payments, and boat launch fees).
- Boat Launch and State Park Payments
- Mailed backflow letters
- 16 Building Permits
- 111 Credit card Payments
- Addressed zoning questions

City Hall - Customer Services

- 730 customers walk-ins.
- 148 utility late notices.
- 22 Water/Sewer shut off for non-payment.
- 5 open utility accounts & adjustments.
- 7 closed utility accounts.
- 730 received phone calls.

- 8 Events/marque and banner applications processed.
- 6 State Park Reservation & Revenue
- 69 public works service requests
- Issued 16 Building Permits
- 3 Encroach Permit
- 2 Scout Cabin
- 3 Meter Changes
- Certificate of Occupancy
- Use Permit
- Basketball Signups, Karate, and Thai Chi signups

General Ledger

- Various correspondence with staff.
- Review the Income and Expenses
- Bank reconciliation.
- Staff training on General Ledger

Personnel - HR

- Sick leave and vacation leave accrual monthly report update.
- October 2023 MidAmerica retiree health insurance distribution.
- Workers Compensation claims cont. d.
- Cont'd migration of MOUs into Employee Handbook continued
- Review NCCSIF monthly Workers' Compensation & Liability Reports.
- Provide retirement information to retirees and Public Works.
- Employee Income Verification (1).

Recreation Department

- Yoga (Kids and Adults), Thi-Chi (Adult class) and Karate (Adult and Kids are offered at the City Hall Auditorium
- Prepared and distributed Flyers for Fall and Winter programs
- Updated program in What's Happening (monthly calendar)
- Assisted with Basketball sign-ups

CDBG-HOME

- Loan monitoring and correspondence.
- Extended HOME grant for one more year
- Micro-Enterprise loans
- Devonshire apartments monitoring cont'd

- PI and quarterly reports
- Home Loan compliance and reporting requirements
- Work in process for Micro-Enterprise loans
- Three loans are closed and one is in the process

Other

- Permit survey
- Street Sweeping invoice and reconciliation
- Auditor's Field Work
- Processed LIHWAP program Payment and reporting
- Work with Corbin Willits on On-Line Bill Pay scheduled cont'd.
- Input in MOMs
- Attend HDL meeting
- Coordinate and submitted correspondence on several grants
- Numerous public record requests cont'd
- Schedule appointments for the Building Inspector
- Follow up with the customers on plans and permits
- Correspond on several different grants
- Review the water past due accounts
- Back Flow Letters and Notices
- Iworq Portal and training
- Helped customers with zoning, city loans, rec programs and Historic Preservation
- Bulk Water applications
- Quarterly Reports for Finance dept. And Building dept.

Odor Complaints

Complaint period: September, 2023

- 7 total complaints
- 6 Mushroom Smell
- 1 Cannabis smell
- 0 Other

Donations:

None

CITY OF COLUSA

OCTOBER 2023

WARRANT LISTING

Item 4.

Check Number	Check Date	Check Amount	Vendor:	Invoice Number	Fund:	Account	Dept.:	Description				
62309	10/2/2023	839.98	AFLAC	369839	101	22340		P/R Liab - Long Term Disa				
62309 Total		839.98										
62310	10/3/2023	57.46	AIRGAS USA, LLC	914230052	101	52150	320	OXYGEN - FIRE				
62310 Total		57.46										
62311	10/2/2023	1071.6	AMERIGAS	315498610	430	52600	690	PROPANE - SEWER				
62311 Total		1071.6										
62312	10/3/2023	520	SADIE ASH	10/3/2023	101	52500	215	PROP 64, GRANT DEV. & SUBMISSION, TREES PRT, MISC				
62312	10/3/2023	130	SADIE ASH	10/3/2023	101	52500	215	GRANT DEV.				
62312	10/3/2023	2600	SADIE ASH	10/3/2023	101	52500	215	GRANT SUBMISSION				
62312	10/3/2023	65	SADIE ASH	10/3/2023	253	52500	640	TREES PROGRAM PRT				
62312	10/3/2023	2685	SADIE ASH	10/3/2023	101	52500	215	MISC BIWEEKLY CALLS, MEETINGS, STAFF REPORTS				
62312 Total		6000										
62313	10/3/2023	101.5	JEREMY CAIN	10/3/2023	410	51300	670	MEDICAL DMV REPORT REIMBURSEMENT - WATER				
62313 Total		101.5										
62314	10/2/2023	3691.58	CBS LEASING COMPANY	34878625	214	53300	710	CONTRACT AGREEMENT COVERAGE - POLICE				
62314 Total		3691.58										
62315	10/2/2023	760.34	CALIFORNIA ENGINEERING CO	12167	410	62672	620	WELL CONSOLIDATION GRANT				
62315	10/2/2023	923.27	CALIFORNIA ENGINEERING CO	12168	507	52500	620	ARCO GAS STATION DEV. PLAN				
62315	10/2/2023	4453.42	CALIFORNIA ENGINEERING CO	12169	101	52500	220	PLANNING DEPARTMENT SUPPORT				
62315	10/2/2023	361.7	CALIFORNIA ENGINEERING CO	12170	101	52500	620	GENERAL SERVICES				
62315	10/2/2023	361.7	CALIFORNIA ENGINEERING CO	12170	410	52500	620	GENERAL SERVICES				
62315	10/2/2023	362.79	CALIFORNIA ENGINEERING CO	12170	430	52500	620	GENERAL SERVICES				
62315	10/2/2023	6866.14	CALIFORNIA ENGINEERING CO	12171	430	62694	690	WALNUT RANCH SEWER CONSTRUCTION ADMIN.				
62315	10/2/2023	1737.92	CALIFORNIA ENGINEERING CO	12172	410	62003	670	COLUSA WELL NO. 9-5TH STREET				
62315 Total		15827.28										
62316	10/2/2023	45.97	CINTAS	416856341	101	51200	630	LINEN MAINTENANCE				
62316	10/2/2023	45.98	CINTAS	416856341	101	51200	650	LINEN MAINTENANCE				
62316	10/2/2023	69.72	CINTAS	416856352	410	51200	670	LINEN MAINTENANCE				
62316	10/2/2023	69.73	CINTAS	416856352	430	51200	690	LINEN MAINTENANCE				
62316	10/3/2023	45.97	CINTAS	416927244	101	51200	630	LINEN MAINTENANCE - STREETS				
62316	10/3/2023	45.98	CINTAS	416927244	101	51200	650	LINEN MAINTENANCE - PARKS				
62316	10/3/2023	69.72	CINTAS	416927246	410	51200	670	LINEN MAINTENANCE - WATER				
62316	10/3/2023	69.73	CINTAS	416927246	430	51200	690	LINEN MAINTENANCE - SEWER				
62316 Total		462.8										
62317	10/2/2023	282	CITY OF YUBA CITY	30678	430	52520	690	TESTING - SEWER				
62317	10/2/2023	409	CITY OF YUBA CITY	30681	430	52520	690	TESTING - SEWER				
62317	10/2/2023	81	CITY OF YUBA CITY	30696	430	52520	690	TESTING - SEWER				
62317	10/2/2023	102	CITY OF YUBA CITY	30697	410	52520	670	TESTING - WATER				
62317	10/2/2023	81	CITY OF YUBA CITY	30703	430	52520	690	TESTING - SEWER				
62317	10/2/2023	524	CITY OF YUBA CITY	30718	410	52520	670	TESTING - WATER				
62317	10/2/2023	482	CITY OF YUBA CITY	30720	430	52520	690	TESTING - SEWER				
62317	10/2/2023	81	CITY OF YUBA CITY	30738	430	52520	690	TESTING - SEWER				
62317	10/3/2023	102	CITY OF YUBA CITY	30739	410	52520	670	TESTING - WATER				

CITY OF COLUSA

OCTOBER 2023

WARRANT LISTING

Item 4.

62317	10/2/2023	153	CITY OF YUBA CITY	30740	410	52520	670	TESTING - WATER				
62317	10/2/2023	81	CITY OF YUBA CITY	30745	430	52520	690	TESTING - SEWER				
62317	10/2/2023	556	CITY OF YUBA CITY	30765	430	52520	690	TESTING - SEWER				
62317	10/2/2023	194	CITY OF YUBA CITY	30774	430	52520	690	TESTING - SEWER				
62317	10/2/2023	102	CITY OF YUBA CITY	30779	410	52520	670	TESTING - WATER				
62317	10/2/2023	194	CITY OF YUBA CITY	30884	430	52520	690	TESTING - SEWER				
62317	10/2/2023	194	CITY OF YUBA CITY	30895	430	52520	690	TESTING - SEWER				
62317	10/2/2023	102	CITY OF YUBA CITY	30903	410	52520	670	TESTING - WATER				
62317	10/2/2023	81	CITY OF YUBA CITY	30912	430	52520	690	TESTING - SEWER				
62317	10/2/2023	81	CITY OF YUBA CITY	30915	430	52520	690	TESTING - SEWER				
62317 Total		3882										
62318	10/2/2023	340	COLUSA PROFESSIONAL	10/2/2023	101	22400		P/R Liab - Firemen Assoc				
62318 Total		340										
62319	10/3/2023	689.44	DERODA INC.	91068	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62319	10/3/2023	41.34	DERODA INC.	91232	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62319	10/3/2023	54.35	DERODA INC.	92466	101	52110	630	SUPPLIES - STREETS				
62319	10/3/2023	694.61	DERODA INC.	92602	430	52720	690	EQUIPMENT MAINTENANCE - SEWER				
62319	10/3/2023	69.44	DERODA INC.	92643	430	52720	690	EQUIPMENT MAINTENANCE - SEWER				
62319	10/3/2023	76.05	DERODA INC.	92965	430	52720	690	EQUIPMENT MAINTENANCE - SEWER				
62319 Total		1625.23										
62320	10/2/2023	338.51	COMPUTER LOGISTICS	84527	214	52500	710	MONTHLY CLOUD SERVICES FO OCTOBER				
62320 Total		338.51										
62321	10/2/2023	147.42	COMCAST	10/2/2023	101	53200	710	SERVICES FROM SEP. 21- OCT, 20, 2023- POLICE				
62321 Total		147.42										
62322	10/2/2023	319.79	CORBIN WILLITS SYSTEMS IN	C309151	101	53300	230	ENHANCEMENT AND SERVICE FEE OCT. 2023				
62322	10/2/2023	319.79	CORBIN WILLITS SYSTEMS IN	C309151	410	53300	230	ENHANCEMENT AND SERVICE FEE OCT. 2023				
62322	10/2/2023	319.81	CORBIN WILLITS SYSTEMS IN	C309151	430	53300	230	ENHANCEMENT AND SERVICE FEE OCT. 2023				
62322 Total		959.39										
62323	10/2/2023	513.5	COLUSA POLICE ASSOCIATION	10/2/2023	101	22410		P/R Liab - Police Assoc D				
62323 Total		513.5										
62324	10/2/2023	2887.56	DAVIES OIL COMPANY, INC.	72206	101	52270	710	Fuel				
62324	10/2/2023	848.35	DAVIES OIL COMPANY, INC.	72206	101	52270	320	Fuel				
62324	10/2/2023	591.65	DAVIES OIL COMPANY, INC.	72206	101	52270	650	Fuel				
62324	10/2/2023	1452.66	DAVIES OIL COMPANY, INC.	72206	101	52270	630	Fuel				
62324	10/2/2023	439.03	DAVIES OIL COMPANY, INC.	72206	410	52270	670	Fuel				
62324	10/2/2023	1041.2	DAVIES OIL COMPANY, INC.	72206	430	52270	690	Fuel				
62324	10/3/2023	2001.57	DAVIES OIL COMPANY, INC.	397531	430	52270	690	Fuel				
62324	10/3/2023	2600.96	DAVIES OIL COMPANY, INC.	398471	430	52270	690	Fuel				
62324 Total		11862.98										
62325	10/2/2023	11.98	DAVISON DRUG & STATIONERY	189348	430	52110	690	BINDER 3-RING - SEWER				
62325 Total		11.98										
62326	10/3/2023	156	DEPARTMENT OF JUSTICE	PO 64310	101	52430	710	Weapons Permit Police				
62326 Total		156										
62327	10/3/2023	93	DEPARTMENT OF JUSTICE	PO 64312	101	52430	710	INTIAL CCW PERMIT: G. ESTRADA				

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62327 Total		93											
62328	10/3/2023	1295	FASTENAL	AWIA50103	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62328	10/3/2023	14265.49	FASTENAL	CAWIA5010	101	52720	630	EQUIPMENT MAINTENANCE (PAINT) - STREETS					
62328 Total		15560.49											
62329	10/2/2023	521.31	FIDELITY SECURITY LIFE IN	165956558	997	22330		VISION INSURANCE PREMIUMS COVERAGE					
62329 Total		521.31											
62330	10/2/2023	578	THE HARTFORD	10/2/2023	997	22310		LIFE INSURANCE PREMIUM					
62330 Total		578											
62331	10/2/2023	1174.76	KIMBALL MIDWEST	100913981	101	52100	630	SHOP SUPPLIES - STREETS					
62331	10/2/2023	131.13	KIMBALL MIDWEST	100970520	101	52100	630	SHOP SUPPLIES -STREETS					
62331	10/2/2023	19.52	KIMBALL MIDWEST	101093521	101	52100	630	SHOP SUPPLIES (XTREME GREEN) - STREETS					
62331 Total		1325.41											
62332	10/3/2023	214.18	LES SCHWAB TIRE CENTER	621003567	101	52720	650	EQUIPMENT MAINTENANCE - PARKS					
62332	10/3/2023	1239.07	LES SCHWAB TIRE CENTER	621003572	430	52720	690	EQUIPMENT MAINTENANCE - SEWER					
62332 Total		1453.25											
62333	10/2/2023	270.86	MERIDIAN SUPPLY	159849	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62333	10/2/2023	75.06	MERIDIAN SUPPLY	159850	101	52720	630	DRIVE TUBE AND SHAFT - STREETS					
62333 Total		345.92											
62334	10/2/2023	17.39	GEORGE L. MESSICK CO.	593413/1	310	52720	650	EQUIPMENT MAINTENANCE - STATE PARK					
62334	10/2/2023	18.48	GEORGE L. MESSICK CO.	593524/1	310	52110	650	BATTERIES 12PK - STATE PARK					
62334	10/2/2023	105.18	GEORGE L. MESSICK CO.	593724/1	101	52110	630	SUPPLIES - STREETS					
62334	10/2/2023	28.41	GEORGE L. MESSICK CO.	593753/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	34.76	GEORGE L. MESSICK CO.	593818/1	101	52110	630	SUPPLIES - STREETS					
62334	10/2/2023	34.78	GEORGE L. MESSICK CO.	593828/1	101	52110	630	SUPPLIES - STREETS					
62334	10/2/2023	58.53	GEORGE L. MESSICK CO.	593855/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS					
62334	10/2/2023	33.24	GEORGE L. MESSICK CO.	593921/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	8.87	GEORGE L. MESSICK CO.	594001/1	101	52720	630	FASTENERS - STREETS					
62334	10/2/2023	10.86	GEORGE L. MESSICK CO.	594222/1	101	52110	650	SUPPLIES - PARKS					
62334	10/2/2023	31.5	GEORGE L. MESSICK CO.	594338/1	253	52720	640	EQUIPMENT MAINTENANCE - REC					
62334	10/2/2023	15.2	GEORGE L. MESSICK CO.	594356/1	101	52720	630	PRIMER BULB - STREETS					
62334	10/2/2023	60.88	GEORGE L. MESSICK CO.	594421/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	60.38	GEORGE L. MESSICK CO.	594429/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	19.55	GEORGE L. MESSICK CO.	594457/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	10.86	GEORGE L. MESSICK CO.	594601/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS					
62334	10/2/2023	280.52	GEORGE L. MESSICK CO.	594718/1	253	52250	650	CHLORINE - PARKS					
62334	10/2/2023	164.16	GEORGE L. MESSICK CO.	594799/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	30.43	GEORGE L. MESSICK CO.	594887/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	81.5	GEORGE L. MESSICK CO.	594981/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	39.13	GEORGE L. MESSICK CO.	595108/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	45.66	GEORGE L. MESSICK CO.	595479/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS					
62334	10/2/2023	10.85	GEORGE L. MESSICK CO.	596642/1	101	52110	650	SUPPLIES - PARKS					
62334	10/2/2023	43.48	GEORGE L. MESSICK CO.	597112/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS					
62334	10/2/2023	-21.74	GEORGE L. MESSICK CO.	597119/1	101	52720	650	EQUIPMENT MAINT. - PARKS					
62334	10/2/2023	32.61	GEORGE L. MESSICK CO.	597230/1	101	52110	630	SUPPLIES - STREETS					

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62334	10/2/2023	51.06	GEORGE L. MESSICK CO.	597441/1	101	52720	650	EQUIPMENT MAINT. - PARKS			
62334	10/2/2023	10.88	GEORGE L. MESSICK CO.	597454/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62334	10/2/2023	43.46	GEORGE L. MESSICK CO.	597497/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS			
62334	10/3/2023	26.96	GEORGE L. MESSICK CO.	597612/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	34.87	GEORGE L. MESSICK CO.	597650/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	15.21	GEORGE L. MESSICK CO.	597675/1	101	52700	320	HOUSE BRUSH - FIRE			
62334	10/3/2023	29.33	GEORGE L. MESSICK CO.	597715/1	101	52700	320	BELL RESTORATION - FIRE			
62334	10/3/2023	18.48	GEORGE L. MESSICK CO.	597720/1	101	52700	320	EPOXY REMOVER - FIRE			
62334	10/2/2023	5.43	GEORGE L. MESSICK CO.	597722/1	101	52110	630	SUPPLIES - STREETS			
62334	10/3/2023	54.36	GEORGE L. MESSICK CO.	597732/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/2/2023	22.37	GEORGE L. MESSICK CO.	597776/1	310	52720	650	EQUIPMENT MAINTENANCE - STATE PRAK			
62334	10/3/2023	20.63	GEORGE L. MESSICK CO.	597777/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	30.43	GEORGE L. MESSICK CO.	597788/1	101	52700	320	BUILDING PERMIT - FIRE			
62334	10/3/2023	64.14	GEORGE L. MESSICK CO.	597796/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	52.18	GEORGE L. MESSICK CO.	597815/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	2	GEORGE L. MESSICK CO.	598055/1	310	52720	650	FASTENERS - STATE PARK			
62334	10/3/2023	15.2	GEORGE L. MESSICK CO.	598061/1	101	52720	650	NUT DRIVER & FASTENERS - PARKS			
62334	10/3/2023	15.48	GEORGE L. MESSICK CO.	598097/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	41.3	GEORGE L. MESSICK CO.	598151/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62334	10/3/2023	54.88	GEORGE L. MESSICK CO.	598201/1	101	52720	630	SUPPLIES - STREETS			
62334	10/3/2023	39.12	GEORGE L. MESSICK CO.	598215/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	56.53	GEORGE L. MESSICK CO.	598224/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	55.41	GEORGE L. MESSICK CO.	598282/1	101	52110	650	SUPPLIES - PARKS			
62334	10/3/2023	57.6	GEORGE L. MESSICK CO.	598298/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334	10/3/2023	61.94	GEORGE L. MESSICK CO.	598324/1	101	52720	650	BUILDING MAINTENANCE - PARKS			
62334	10/3/2023	42.35	GEORGE L. MESSICK CO.	598341/1	214	52100	710	BATTERIES - POLICE			
62334	10/3/2023	38.05	GEORGE L. MESSICK CO.	598390/1	101	52700	320	BUILDING MAINTENANCE - FIRE			
62334 Total		2215.12									
62335	10/3/2023	410	MESCHER DOOR CO.	142409	101	52700	320	REPLACED BROKEN SPRING DOOR AND NEW 312 HM - FIRE			
62335 Total		410									
62336	10/2/2023	1300	MetLife Investors	10/2/2023	101	22510		P/R Liab - Deferred Comp			
62336 Total		1300									
62337	10/2/2023	578.59	MME, MUNICIPAL MAINT., EQ	-6470	101	52720	630	DROP DOWN CABLE BROKEN (RE-ISSUE) - STREETS			
62337 Total		578.59									
62338	10/3/2023	46.22	MT. SHASTA SPRING WATER	420249	101	53800	320	5 GAL SPRING WATER - FIRE			
62338	10/3/2023	29.25	MT. SHASTA SPRING WATER	420259	214	52100	710	5 GAL PURIFIED - POLICE			
62338 Total		75.47									
62339	10/2/2023	556.06	NCCSIF TREASURER	2736	101	51150	110	WORKERS COMPENSATION DEPOSIT/PREMIUM -CITY CLERK			
62339	10/2/2023	2856.56	NCCSIF TREASURER	2736	101	51150	210	WORKERS COMPENSATION DEPOSIT/PREMIUM - CITY MAN.			
62339	10/2/2023	1180.09	NCCSIF TREASURER	2736	101	51150	215	WORKERS COMPENSATION DEPOSIT/PREMIUM-ECON DEV			
62339	10/2/2023	1391.32	NCCSIF TREASURER	2736	101	51150	220	WORKERS COMPENSATION DEPOSIT/PREMIUM-PLANNING			
62339	10/2/2023	2730.19	NCCSIF TREASURER	2736	101	51150	230	WORKERS COMPENSATION DEPOSIT/PREMIUM- FINANCE			
62339	10/2/2023	1171.09	NCCSIF TREASURER	2736	101	51150	225	WORKERS COMPENSATION DEPOSIT- CODE ENFORCEMENT			
62339	10/2/2023	7141.67	NCCSIF TREASURER	2736	101	51150	320	WORKERS COMPENSATION DEPOSIT/PREMIUM -FIRE			

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62391	10/16/2023	693.56	FRONTIER	10/16/2023	101	53200	320	Communications					
62391	10/17/2023	187.89	FRONTIER	10/17/2023	101	53200	230	Communications					
62391	10/17/2023	111.32	FRONTIER	10/17/2023	101	53200	220	Communications					
62391	10/17/2023	111.32	FRONTIER	10/17/2023	101	53200	610	Communications					
62391	10/17/2023	63.69	FRONTIER	10/17/2023	101	53200	230	Communications					
62391	10/17/2023	63.69	FRONTIER	10/17/2023	101	53200	220	Communications					
62391	10/17/2023	63.69	FRONTIER	10/17/2023	101	53200	650	Communications					
62391	10/17/2023	63.69	FRONTIER	10/17/2023	410	53200	670	Communications					
62391	10/17/2023	63.69	FRONTIER	10/17/2023	430	53200	690	Communications					
62391	10/17/2023	63.69	FRONTIER	10/17/2023	101	53200	310	communications					
62391	10/17/2023	63.69	FRONTIER	10/17/2023	101	53200	640	communications					
62391	10/17/2023	674.15	FRONTIER	10/17/2023	101	53200	710	communications					
62391	10/17/2023	172.39	FRONTIER	10/17/2023	101	53200	320	communications					
62391	10/17/2023	133.61	FRONTIER	10/17/2023	101	53200	630	communications					
62391	10/17/2023	133.61	FRONTIER	10/17/2023	101	53200	650	communications					
62391	10/17/2023	213.62	FRONTIER	10/17/2023	410	53200	670	communications					
62391	10/17/2023	464.98	FRONTIER	10/17/2023	430	53200	690	communications					
62391	10/17/2023	91.92	FRONTIER	10/17/2023	253	53200	640	communications					
62391 Total		3434.2											
62392	10/16/2023	20.37	FULCHER PAINT & SUPPLY	21133	101	52700	630	STREET PAINT - STREETS					
62392	10/16/2023	38.6	FULCHER PAINT & SUPPLY	21153	101	52700	630	STREET PAINT - STREETS					
62392	10/16/2023	35.76	FULCHER PAINT & SUPPLY	21160	101	52700	630	STREET PAINT - STREETS					
62392 Total		94.73											
62393	10/17/2023	58.12	GRIFF'S FEED & SEED	7395	101	52110	650	IRONITE (FERTILIZER) - PARKS					
62393	10/16/2023	45.57	GRIFF'S FEED & SEED	8714	101	52110	650	GRASS SEED - PARKS					
62393	10/16/2023	32.61	GRIFF'S FEED & SEED	8965	101	51200	630	BOOTS (MANUAL) - STREETS					
62393	10/17/2023	21.74	GRIFF'S FEED & SEED	8972	101	52110	630	GLOVES - STREETS					
62393	10/17/2023	21.74	GRIFF'S FEED & SEED	8972	101	52110	650	GLOVES - PARKS					
62393 Total		179.78											
62394	10/17/2023	4250	H & H TRENCHING INC.	2353	430	57200	690	HAMMER THROUGH SLURRY WALL SEWER LATERALS					
62394	10/17/2023	84050	H & H TRENCHING INC.	3936	430	57200	690	SAWCUT, REMOVE, AND DISPOSE , REMOVE SEWER TRENCH					
62394 Total		88300											
62395	10/17/2023	500	HUTCHINS INC	PO 65920	410	53800	670	REIMBURSEMENT OF BULK WATER METER HYDRANT					
62395 Total		500											
62396	10/17/2023	250.7	INTOXIMETERS, INC.	SO-025075	214	52500	710	DRYGAS - POLICE					
62396 Total		250.7											
62397	10/17/2023	10.88	JOHNSON PRINTING & DESIGN	67584	214	52100	710	1 NAME BADGE (CATION) - POLICE					
62397 Total		10.88											
62398	10/17/2023	2051.24	JONES MAYER	118818	101	52500	240	ATTORNEY SERVICES/GENERAL FUND RETAINER					
62398	10/17/2023	2051.24	JONES MAYER	118818	410	52500	240	ATTORNEY SERVICES/WATER FUND RETAINER					
62398	10/17/2023	2020.63	JONES MAYER	118818	430	52500	240	ATTORNEY SERVICES/SEWER FUND RETAINER					
62398	10/17/2023	206.68	JONES MAYER	118818	101	52500	240	COUNTY/ CIP LITIGATION					
62398	10/17/2023	248.02	JONES MAYER	118818	507	52500	240	ARCO DEVELOPMENT					
62398 Total		6577.81											

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62399	10/16/2023	189	LAWRENCE M. HIGHMAN M.D.	10/16/2023	101	51400	320	PHYSICAL MEDICAL EXAM - FIRE			
62399 Total		189									
62400	10/17/2023	474.28	LINCOLN AQUATICS	D7724734	430	52250	690	CHLORINE - SEWER			
62400 Total		474.28									
62401	10/16/2023	500	MARKS, GABRIEL	10/16/2023	310	52500	650	COLUSA STATE PARK CAMP HOST OCT 2023			
62401 Total		500									
62402	10/16/2023	13.04	GEORGE L. MESSICK CO.	595813/1	310	52720	650	EQUIPMENT MAINTENANCE - STATE PARK			
62402	10/16/2023	26.08	GEORGE L. MESSICK CO.	595901/1	430	52720	690	BUILDING MAINTENANCE - SEWER			
62402	10/16/2023	239.21	GEORGE L. MESSICK CO.	595936/1	253	52260	640	CHEMICALS - REC			
62402	10/16/2023	56.53	GEORGE L. MESSICK CO.	596021/1	101	52110	630	TIE DOWN - STREETS			
62402	10/16/2023	47.81	GEORGE L. MESSICK CO.	596050/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/17/2023	18.48	GEORGE L. MESSICK CO.	596068/1	214	52100	710	OFFICE SUPPLIES - POLICE			
62402	10/16/2023	78.27	GEORGE L. MESSICK CO.	596193/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	17.36	GEORGE L. MESSICK CO.	596454/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	31.52	GEORGE L. MESSICK CO.	596525/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	97.85	GEORGE L. MESSICK CO.	596647/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	45.69	GEORGE L. MESSICK CO.	596697/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	165.26	GEORGE L. MESSICK CO.	596886/1	410	52250	670	CHLORINE - WATER			
62402	10/16/2023	19.35	GEORGE L. MESSICK CO.	596981/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	53.23	GEORGE L. MESSICK CO.	597044/1	101	52110	630	SUPPLIES - STREETS			
62402	10/16/2023	100.01	GEORGE L. MESSICK CO.	597083/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	16.26	GEORGE L. MESSICK CO.	597147/1	101	52110	630	SUPPLIES - STREETS			
62402	10/16/2023	117.41	GEORGE L. MESSICK CO.	597457/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	36.96	GEORGE L. MESSICK CO.	597458/1	101	52110	630	SUPPLIES - STREETS			
62402	10/16/2023	43.49	GEORGE L. MESSICK CO.	597502/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	30.43	GEORGE L. MESSICK CO.	597522/1	101	52720	630	CLAMPS - STREETS			
62402	10/16/2023	38.04	GEORGE L. MESSICK CO.	597543/1	430	52110	690	SUPPLIES - SEWER			
62402	10/16/2023	16.29	GEORGE L. MESSICK CO.	597649/1	101	52110	650	SAFETY GLASSES - PARKS			
62402	10/16/2023	27.14	GEORGE L. MESSICK CO.	597687/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	137	GEORGE L. MESSICK CO.	597747/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	35.87	GEORGE L. MESSICK CO.	597766/1	430	52110	690	SUPPLIES - SEWER			
62402	10/16/2023	34.79	GEORGE L. MESSICK CO.	597800/1	101	52700	320	STATION REPAIRS - FIRE			
62402	10/16/2023	13.04	GEORGE L. MESSICK CO.	597811/1	430	52720	690	BUILDING MAINTENANCE - SEWER			
62402	10/16/2023	33.7	GEORGE L. MESSICK CO.	597908/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS			
62402	10/16/2023	145.68	GEORGE L. MESSICK CO.	598000/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS			
62402	10/16/2023	123.94	GEORGE L. MESSICK CO.	598027/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS			
62402	10/16/2023	53.93	GEORGE L. MESSICK CO.	598350/1	101	52170	320	FIRE PREVENTION - FIRE			
62402	10/16/2023	3.25	GEORGE L. MESSICK CO.	598605/1	311	52720	650	EQUIPMENT MAINTENANCE - BOAT RAMP			
62402	10/16/2023	32.59	GEORGE L. MESSICK CO.	598622/1	311	52720	650	EQUIPMENT MAINTENANCE - BOAT RAMP			
62402	10/16/2023	32.61	GEORGE L. MESSICK CO.	598684/1	101	52700	320	SHIFT BEDROOM -FIRE			
62402	10/16/2023	32.61	GEORGE L. MESSICK CO.	598692/1	101	51200	630	WATERPROOF BOOTS - STREETS			
62402	10/16/2023	187.21	GEORGE L. MESSICK CO.	598943/1	101	52700	320	PROJECTOR MOUNT TRAINING - FIRE			
62402	10/16/2023	11.18	GEORGE L. MESSICK CO.	598964/1	101	52700	320	PROJECTOR MOUNT TRAINING - FIRE			
62402	10/16/2023	163.11	GEORGE L. MESSICK CO.	599275/1	101	52700	320	BUILDING MAINTENANCE - FIRE			

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62402	10/16/2023	110.85	GEORGE L. MESSICK CO.	599329/1	101	52700	320	TRAINING PROJECTOR WALL FRAME - FIRE		
62402	10/16/2023	7.6	GEORGE L. MESSICK CO.	599379/1	101	52700	320	E553 WEATHER STRIP - FIRE		
62402 Total		2494.67								
62403	10/16/2023	200	BRANDON PAUL MITCHELL	10/16/2023	410	51200	670	BOOT REIMBURSEMENT - WATER		
62403 Total		200								
62404	10/17/2023	44.54	MT. SHASTA SPRING WATER	414647	101	52100	630	5 GAL SPRING WATER - FINANCE		
62404	10/17/2023	24.85	MT. SHASTA SPRING WATER	416595	101	52100	230	5 GAL SPRING WATER - FINANCE		
62404	10/17/2023	2.15	MT. SHASTA SPRING WATER	416596	101	52100	220	COOLER RENTAL - PLANNING		
62404	10/17/2023	40.25	MT. SHASTA SPRING WATER	420247	101	52100	630	5 GAL SPRING WATER - STREETS		
62404	10/11/2023	24.62	MT. SHASTA SPRING WATER	422408	101	52100	230	5 GAL SPRING WATER - FINANCE		
62404 Total		136.41								
62405	10/17/2023	74.66	NCCSIF TREASURER	2823	101	51150	110	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	340.68	NCCSIF TREASURER	2823	101	51150	210	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	190.37	NCCSIF TREASURER	2823	101	51150	215	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	178.08	NCCSIF TREASURER	2823	101	51150	220	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	582.4	NCCSIF TREASURER	2823	101	51150	230	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	803.68	NCCSIF TREASURER	2823	101	51150	320	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	471.14	NCCSIF TREASURER	2823	101	51150	630	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	236.64	NCCSIF TREASURER	2823	101	51150	650	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	1454.73	NCCSIF TREASURER	2823	101	51150	710	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	341.96	NCCSIF TREASURER	2823	410	51150	670	2022-23 LIABILITY BANKING LAYER 50%		
62405	10/17/2023	325.66	NCCSIF TREASURER	2823	430	51150	690	2022-23 LIABILITY BANKING LAYER 50%		
62405 Total		5000								
62406	10/17/2023	2256.03	PACE SUPPLY CORP.	10/16/2023	410	52520	670	EQUIPMENT MAINTENANCE - WATER		
62406	10/17/2023	300.3	PACE SUPPLY CORP.	10/17/2023	410	52520	670	EQUIPMENT MAINTENANCE - WATER		
62406 Total		2556.33								
62407	10/16/2023	63.84	PACIFIC STORAGE COMPANY	6276	101	52100	230	SERVICE 64 GAL TOTE - FINANCE		
62407 Total		63.84								
62408	10/16/2023	40009.92	PAC MACHINE COMPANY, INC.	92120	430	52700	690	SEWAGE PUMP - SEWER		
62408 Total		40009.92								
62409	10/17/2023	31.61	QUILL CORPORATION	34714157	101	52100	110	OFFICE SUPPLIES - CITY CLERK		
62409	10/17/2023	171.98	QUILL CORPORATION	34714157	101	52100	230	OFFICE SUPPLIES - FINANCE		
62409	10/17/2023	156.18	QUILL CORPORATION	34968178	101	52100	230	OFFICE SUPPLIES - FINANCE		
62409	10/17/2023	76.1	QUILL CORPORATION	34968178	101	52100	640	OFFICE SUPPLIES - REC		
62409	10/17/2023	233.54	QUILL CORPORATION	34968178	410	52100	670	OFFICE SUPPLIES - WATER		
62409	10/17/2023	233.57	QUILL CORPORATION	34968178	430	52100	690	OFFICE SUPPLIES - SEWER		
62409	10/17/2023	413.86	QUILL CORPORATION	34995511	214	52100	710	OFFICE SUPPLIES - POLICE		
62409	10/17/2023	60.89	QUILL CORPORATION	35067386	101	52100	230	OFFICE SUPPLIES - FINANCE		
62409 Total		1377.73								
62410	10/17/2023	1785.6	RDO EQUIPMENT CO.	P0065976	101	52720	630	EQUIPMENT MAINTENANCE - STREETS		
62410 Total		1785.6								
62411	10/17/2023	208.6	READING OIL, INC.	322056	101	52270	630	PROPANE - STREETS		
62411 Total		208.6								
62412	10/17/2023	27.02	SAM'S CLUB/SYNCHRONY BANK	10/17/2023	101	52100	230	OFFICE EXPENSE - FINANCE		

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62412	10/17/2023	27.02	SAM'S CLUB/SYNCHRONY BANK	10/17/2023	410	52100	670	OFFICE EXPENSE - WATER				
62412	10/17/2023	27.04	SAM'S CLUB/SYNCHRONY BANK	10/17/2023	430	52100	690	OFFICE EXPENSE - SEWER				
62412	10/17/2023	161.53	SAM'S CLUB/SYNCHRONY BANK	10/17/2023	101	52100	230	OFFICE EXPENSE - FINANCE				
62412	10/17/2023	16.17	SAM'S CLUB/SYNCHRONY BANK	10/17/2023	101	52100	230	FINANCE CHARGE - FINANCE				
62412 Total		258.78										
62413	10/16/2023	45	SORENSEN PEST CONTROL, IN	1277667	101	52700	320	PEST MONTHLY SERVICE - FIRE				
62413 Total		45										
62414	10/16/2023	125	STATE WATER RESOURCES	PO 65919	430	51300	690	OIT CERTIFICATION (B. MITCHELL) - SEWER				
62414 Total		125										
62415	10/17/2023	16.31	WACM MEDIA INC.	304	101	52160	220	PLANNING COMM. NAME PLATE (S.ANDREOTTI)				
62415 Total		16.31										
62416	10/17/2023	279.9	TRI COUNTIES BANK	10/17/2023	101	52100	210	ZOOM / ADMIN SERVICES				
62416	10/17/2023	9.99	TRI COUNTIES BANK	10/17/2023	101	52500	215	ADOBE / ECON. DEV.				
62416	10/17/2023	45	TRI COUNTIES BANK	10/17/2023	101	52500	215	CONSTACT CONTACT / ECON. DEV.				
62416	10/17/2023	739.44	TRI COUNTIES BANK	10/17/2023	101	52700	630	AMAZON / STREETS				
62416	10/17/2023	63	TRI COUNTIES BANK	10/17/2023	101	52110	650	AMAZON / PARKS				
62416	10/17/2023	69.05	TRI COUNTIES BANK	10/17/2023	101	52100	650	AMAZON / PARKS				
62416	10/17/2023	68.21	TRI COUNTIES BANK	10/17/2023	101	52100	630	AMAZON / STREETS				
62416	10/17/2023	68.21	TRI COUNTIES BANK	10/17/2023	101	52100	650	AMAZON / PARKS				
62416	10/17/2023	68.22	TRI COUNTIES BANK	10/17/2023	101	52100	610	AMAZON / CITY HALL				
62416	10/17/2023	431.97	TRI COUNTIES BANK	10/17/2023	430	53200	690	SUCCEED.NET / SEWER				
62416	10/17/2023	380.49	TRI COUNTIES BANK	10/17/2023	430	52720	690	AMAZON / SEWER				
62416	10/17/2023	229.99	TRI COUNTIES BANK	10/17/2023	410	51300	670	AMERICAN WATER COLLEGE / WATER				
62416	10/17/2023	90.29	TRI COUNTIES BANK	10/17/2023	214	51300	710	HARVEYS / POLICE				
62416	10/17/2023	29	TRI COUNTIES BANK	10/17/2023	214	52100	710	WEHN I WORK / POLICE				
62416	10/17/2023	275	TRI COUNTIES BANK	10/17/2023	101	52850	710	IACP / POLICE				
62416	10/17/2023	116.3	TRI COUNTIES BANK	10/17/2023	101	51300	320	YUBA COLLEGE BOOKSTORE / FIRE				
62416	10/17/2023	2207.63	TRI COUNTIES BANK	10/17/2023	101	52170	320	ALERT ALL CORP / FIRE				
62416	10/17/2023	18.48	TRI COUNTIES BANK	10/17/2023	101	53200	320	AMAZON / FIRE				
62416	10/17/2023	162.9	TRI COUNTIES BANK	10/17/2023	101	53600	640	AMAZON (YOGA) / REC				
62416	10/17/2023	55.2	TRI COUNTIES BANK	10/17/2023	253	53600	640	SAV MO (POOL-SNACK BAR) / FIRE				
62416	10/17/2023	53.06	TRI COUNTIES BANK	10/17/2023	253	53600	640	SAV*MOR(POOL-SNACK BAR) / FIRE				
62416	10/17/2023	21.72	TRI COUNTIES BANK	10/17/2023	253	53600	640	PUMPKIN PLUNGE (AMAZON) - REC				
62416	10/17/2023	13.04	TRI COUNTIES BANK	10/17/2023	253	53600	640	PUMPKIN PLUNGE (AMAZON) - REC				
62416 Total		5496.09										
62417	10/17/2023	334.1	USA BLUEBOOK	151080	410	52520	670	EQUIPMENT MAINTENANCE - WATER				
62417 Total		334.1										
62418	10/17/2023	75	DANIEL VACA	PO 65915	101	53800	640	REFUND- YOUTH BASKETBALL ADRIANA VACA				
62418 Total		75										
62419	10/16/2023	4775.46	CALMAT CO.	73800981	246	57230	630	POWER PATCH TON - STREETS				
62419 Total		4775.46										
62420	10/11/2023	276.23	XEROX CORPORATIONS	4851973	101	53300	215	COPIER LEASE 09/18-10/17				
62420	10/11/2023	276.23	XEROX CORPORATIONS	4851973	101	53300	220	COPIER LEASE 09/18-10/17				
62420	10/11/2023	276.23	XEROX CORPORATIONS	4851973	101	53300	230	COPIER LEASE 09/18-10/17				

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62420 Total		828.69											
62421	10/30/2023	839.98	AFLAC	722567	101	22340		P/R Liab - Long Term Disa					
62421 Total		839.98											
62422	10/31/2023	63.26	AIRGAS USA, LLC	914323525	101	52150	320	OXYGEN - FIRE					
62422 Total		63.26											
62423	10/26/2023	486.66	ALLIANT NETWORKING SERVIC	14810	101	52500	230	MAINTENANCE AGREEMENT NOV 2023					
62423	10/26/2023	486.66	ALLIANT NETWORKING SERVIC	14810	410	52500	230	MAINTENANCE AGREEMENT NOV 2023					
62423	10/26/2023	486.68	ALLIANT NETWORKING SERVIC	14810	430	52500	230	MAINTENANCE AGREEMENT NOV 2023					
62423 Total		1460											
62424	10/25/2023	8279.7	THIRKETTLE CORPORATION	INV009753	410	57200	670	METERS - WATER					
62424 Total		8279.7											
62425	10/31/2023	26572.56	CASCADE FIRE EQUIPMENT CO	SO14948	101	52200	231	SAFETY EQUIPMENT (WILD LAND PPE)					
62425 Total		26572.56											
62426	10/25/2023	69.72	CINTAS	417138090	410	51200	670	LINEN MAINTENANCE - WATER					
62426	10/25/2023	69.73	CINTAS	417138090	430	51200	690	LINEN MAINTENANCE - SEWER					
62426	10/25/2023	45.97	CINTAS	417138103	101	51200	630	LINEN MAINTENANCE - STREETS					
62426	10/25/2023	45.98	CINTAS	417138103	101	51200	650	LINEN MAINTENANCE - PARKS					
62426	10/30/2023	100.58	CINTAS	417209274	410	51200	670	LINEN MAINTENANCE - WATER					
62426	10/30/2023	100.59	CINTAS	417209274	430	51200	690	LINEN MAINTENANCE - SEWER					
62426	10/30/2023	79.3	CINTAS	417209276	101	51200	630	LINEN MAINTENANCE - STREETS					
62426	10/30/2023	79.31	CINTAS	417209276	101	51200	650	LINEN MAINTENANCE - PARKS					
62426 Total		591.18											
62427	10/30/2023	118.27	CINTAS CORPORATION NO. 2	518027684	101	52150	630	MEDICAL SUPPLIES -STREETS					
62427	10/30/2023	118.28	CINTAS CORPORATION NO. 2	518027684	101	52150	650	MEDICAL SUPPLIES - PARKS					
62427 Total		236.55											
62428	10/25/2023	81	CITY OF YUBA CITY	31011	430	52520	690	TESTING - SEWER					
62428	10/25/2023	81	CITY OF YUBA CITY	31016	430	52520	690	TESTING / SEWER					
62428	10/25/2023	102	CITY OF YUBA CITY	31025	410	52520	670	TESTING / WATER					
62428	10/25/2023	81	CITY OF YUBA CITY	31034	430	52520	690	TESTING / SEWER					
62428	10/25/2023	81	CITY OF YUBA CITY	31045	430	52520	690	TESTING / SEWER					
62428	10/25/2023	102	CITY OF YUBA CITY	31050	410	52520	670	TESTING / WATER					
62428	10/25/2023	81	CITY OF YUBA CITY	31061	430	52520	690	TESTING / WATER					
62428	10/25/2023	272	CITY OF YUBA CITY	31066	430	52520	690	TESTING / SEWER					
62428	10/25/2023	194	CITY OF YUBA CITY	31075	430	52520	690	TESTING / SEWER					
62428	10/25/2023	81	CITY OF YUBA CITY	31080	430	52520	690	TESTING / SEWER					
62428	10/30/2023	102	CITY OF YUBA CITY	31091	410	52520	670	TESTING - WATER					
62428	10/30/2023	412	CITY OF YUBA CITY	31115	430	52520	690	TESTING - SEWER					
62428	10/30/2023	81	CITY OF YUBA CITY	31119	430	52520	690	TESTING - SEWER					
62428	10/30/2023	81	CITY OF YUBA CITY	31120	430	52520	690	TESTING - SEWER					
62428 Total		1832											
62429	10/26/2023	14654.84	COLUSA COUNTY	10/23/2023	430	53740	690	017-020-027					
62429	10/26/2023	14834.78	COLUSA COUNTY	10/24/2023	430	53740	690	017-020-026-000					
62429	10/26/2023	10631.7	COLUSA COUNTY	10/25/2023	430	53740	690	017-020-025-000					
62429	10/26/2023	8213.28	COLUSA COUNTY	10/26/2023	430	53740	690	017-020-024-000					

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62429	10/26/2023	7303.1	COLUSA COUNTY	10/30/2023	430	53740	690	017-030-079-000				
62429	10/26/2023	8924.78	COLUSA COUNTY	10/31/2023	430	53740	690	017-030-080-000				
62429	10/26/2023	210.9	COLUSA COUNTY	15340027	430	53740	690	015-340-027-000				
62429 Total		64773.38										
62430	10/30/2023	340	COLUSA PROFESSIONAL	10/30/2023	101	22400		P/R Liab - Firemen Assoc				
62430 Total		340										
62431	10/25/2023	77.45	COLUSANET, INC	149295	310	52600	650	INTERNET ACCESS, MONTHLY RATE - STATE PARK				
62431 Total		77.45										
62432	10/30/2023	149.26	DERODA INC.	93049	430	52720	690	EQUIPMENT MAINTENANCE - SEWER				
62432	10/30/2023	20.11	DERODA INC.	93080	101	52720	630	OIL FILTER - STREETS				
62432	10/30/2023	39.08	DERODA INC.	93117	101	52110	630	BUGWASH - STREETS				
62432	10/30/2023	467.3	DERODA INC.	93147	430	52720	690	EQUIPMENT MAINTENANCE - SEWER				
62432	10/30/2023	182.63	DERODA INC.	93165	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62432	10/30/2023	1031.06	DERODA INC.	93575	101	52720	630	TOOL BOX - STREETS				
62432	10/30/2023	481.07	DERODA INC.	93631	101	52720	630	EQUIPMENT MAINTENANCE (FLATBED) - STREETS				
62432	10/30/2023	32.61	DERODA INC.	93933	101	52720	630	NAPA SOCKET - STREETS				
62432	10/30/2023	193.21	DERODA INC.	94014	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62432	10/30/2023	20.65	DERODA INC.	94174	430	52720	690	EQUIPMENT MAINTENANCE - SEWER				
62432	10/30/2023	61.95	DERODA INC.	94232	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62432	10/31/2023	81.89	DERODA INC.	94356	101	52720	320	OIL FILTER -FIRE				
62432	10/30/2023	22.29	DERODA INC.	94540	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62432	10/30/2023	159.81	DERODA INC.	94598	101	52110	630	FLOORMAT - STREETS				
62432	10/30/2023	189.77	DERODA INC.	94724	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62432	10/30/2023	139.18	DERODA INC.	94901	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62432 Total		3271.87										
62433	10/26/2023	2800	COMMUNITY FOUNDATION OF	10/26/2023	101	53800	231	SAKE GRANT AWARDING FY 23/24				
62433 Total		2800										
62434	10/30/2023	338.51	COMPUTER LOGISTICS	84617	214	52500	710	MONTHLY CLOUD SERVICES FOR NOV. 2023 - POLICE				
62434 Total		338.51										
62435	10/30/2023	148.16	COMCAST	10/30/2023	101	53200	710	SERVICES FROM OCT. 21- NOV. 20, 2023 - POLICE				
62435 Total		148.16										
62436	10/26/2023	319.79	CORBIN WILLITS SYSTEMS IN	C310151	101	53300	230	ENHANCEMENT AND SERVICES FEES				
62436	10/26/2023	319.79	CORBIN WILLITS SYSTEMS IN	C310151	410	53300	230	ENHANCEMENT AND SERVICES FEES				
62436	10/26/2023	319.81	CORBIN WILLITS SYSTEMS IN	C310151	430	53300	230	ENHANCEMENT AND SERVICES FEES				
62436 Total		959.39										
62437	10/30/2023	513.5	COLUSA POLICE ASSOCIATION	10/30/2023	101	22410		P/R Liab - Police Assoc D				
62437 Total		513.5										
62438	10/30/2023	285.78	L.N. CURTIS AND SONS	INV756211	101	51200	710	PANTS (3) - POLICE				
62438 Total		285.78										
62439	10/30/2023	2574.01	DAVIES OIL COMPANY, INC.	72467	101	52270	710	Fuel				
62439	10/30/2023	686.34	DAVIES OIL COMPANY, INC.	72467	101	52270	320	Fuel				
62439	10/30/2023	664.37	DAVIES OIL COMPANY, INC.	72467	101	52270	650	Fuel				
62439	10/30/2023	1807.23	DAVIES OIL COMPANY, INC.	72467	101	52270	630	Fuel				
62439	10/30/2023	685.42	DAVIES OIL COMPANY, INC.	72467	410	52270	670	Fuel				

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62448	10/31/2023	26.05	GEORGE L. MESSICK CO.	599931/1	101	52700	320	BUILDING MAINTENANCE - FIRE				
62448	10/30/2023	150.2	GEORGE L. MESSICK CO.	599977/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
62448	10/30/2023	43.49	GEORGE L. MESSICK CO.	599984/1	101	52110	630	SUPPLIES - STREETS				
62448	10/30/2023	36.1	GEORGE L. MESSICK CO.	600178/1	101	52110	630	SUPPLIES - STREETS				
62448	10/30/2023	10.86	GEORGE L. MESSICK CO.	600242/1	101	52720	630	METAL NOZZLE - STREETS				
62448	10/31/2023	1.5	GEORGE L. MESSICK CO.	600306/1	101	52700	320	ROPE / FIRE				
62448	10/31/2023	249.04	GEORGE L. MESSICK CO.	600392/1	101	57100	320	20V MAX LED LIT / FIRE				
62448 Total		1225.12										
62449	10/26/2023	64	MESSENGER PUBLISHING GROU	24473	101	53300	220	NOTICE OF PUBLIC COLUSA RIVERBEND ESTATES & POMONA				
62449	10/26/2023	62	MESSENGER PUBLISHING GROU	24474	253	53300	650	PUBLIC NOTICE WIDE TREE INJECTION - PARKS				
62449	10/31/2023	56	MESSENGER PUBLISHING GROU	24511	102	53300	220	NOTICE OF PUBLIC HEARING CITY COUNCIL RESOLUTIONS				
62449	10/30/2023	64	MESSENGER PUBLISHING GROU	24525	410	61011	670	PUBLIC NOTICE- WALNUT RANCH WATER MAIN LINE A				
62449 Total		246										
62450	10/30/2023	1300	MetLife Investors	10/30/2023	101	22510		P/R Liab - Deferred Comp				
62450 Total		1300										
62451	10/31/2023	33.95	MT. SHASTA SPRING WATER	425899	101	53800	320	5 GAL SPRING WATER - FIRE				
62451	10/30/2023	31.4	MT. SHASTA SPRING WATER	425909	214	52100	710	5 GAL PURIFIED - POLICE				
62451	10/30/2023	27.97	MT. SHASTA SPRING WATER	427852	101	52100	230	5 GAL SPRING WATER - FINANCE				
62451 Total		93.32										
62452	10/25/2023	4324.91	PACE SUPPLY CORP.	10/25/2023	410	52700	670	BUILDING MAINTENANCE - WATER				
62452	10/31/2023	532.34	PACE SUPPLY CORP.	10/31/2023	101	52720	650	SPRINKLERS MAINTENANCE - PARKS				
62452	10/25/2023	1861.85	PACE SUPPLY CORP.	88985409	410	52700	670	BUILDING MAINTENANCE - WATER				
62452 Total		6719.1										
62453	10/30/2023	45.92	PACIFIC STORAGE COMPANY	5180188	214	52100	710	SERVICE 64 GAL TORE - POLICE				
62453 Total		45.92										
62454	10/26/2023	45	NAUREEN PACHAKHAIL	PO 65922	253	53600	640	SWIM LESSONS REFUND SESSION 1 - POOL				
62454 Total		45										
62455	10/30/2023	2310.85	PACIFIC GAS AND ELECTRIC	10/30/2023	101	52600	610	Utilities				
62455	10/30/2023	1307.85	PACIFIC GAS AND ELECTRIC	10/30/2023	101	52600	710	Utilities				
62455	10/30/2023	2073.78	PACIFIC GAS AND ELECTRIC	10/30/2023	101	52600	320	Utilities				
62455	10/30/2023	728.07	PACIFIC GAS AND ELECTRIC	10/30/2023	101	52600	630	Utilities				
62455	10/30/2023	17.99	PACIFIC GAS AND ELECTRIC	10/30/2023	620	52600	630	Utilities				
62455	10/30/2023	5723.47	PACIFIC GAS AND ELECTRIC	10/30/2023	241	52600	216	Utilities				
62455	10/30/2023	35.97	PACIFIC GAS AND ELECTRIC	10/30/2023	610	52600	630	Utilities				
62455	10/30/2023	8800.78	PACIFIC GAS AND ELECTRIC	10/30/2023	241	52600	630	Utilities				
62455	10/30/2023	181.94	PACIFIC GAS AND ELECTRIC	10/30/2023	640	52600	630	Utilities				
62455	10/30/2023	1.38	PACIFIC GAS AND ELECTRIC	10/30/2023	101	52600	640	Utilities				
62455	10/30/2023	695.17	PACIFIC GAS AND ELECTRIC	10/30/2023	101	52600	650	Utilities				
62455	10/30/2023	1597.44	PACIFIC GAS AND ELECTRIC	10/30/2023	253	52600	640	Utilities				
62455	10/30/2023	20180.38	PACIFIC GAS AND ELECTRIC	10/30/2023	410	52600	670	Utilities				
62455	10/30/2023	28864.48	PACIFIC GAS AND ELECTRIC	10/30/2023	430	52600	690	Utilities				
62455	10/30/2023	728.38	PACIFIC GAS AND ELECTRIC	10/30/2023	310	52600	640	Utilities				
62455 Total		73247.93										
62456	10/26/2023	1000.23	GREG PONCIANO	10/26/2023	101	51300	120	MEETING/TRAVEL REIMBURSEMENT - CITY COUNCIL				

CITY OF COLUSA
OCTOBER 2023
WARRANT LISTING

Item 4.

62456 Total		1000.23												
62457	10/30/2023	5485.12	PREMIER ACCESS INSURANCE	10/30/2023	997	22320								
62457 Total		5485.12												
62458	10/30/2023	42.98	QUILL CORPORATION	35316260	101	52100	230							
62458 Total		42.98												
62459	10/31/2023	1476.48	RDO EQUIPMENT CO.	W2261676	101	52720	630							
62459	10/31/2023	1476.49	RDO EQUIPMENT CO.	W2261676	101	52720	650							
62459 Total		2952.97												
62460	10/30/2023	5700	RICHARD'S TREE SERVICE,IN	16709	253	52500	630							
62460 Total		5700												
62461	10/30/2023	4598.88	SAN JOAQUIN CHEMICALS, IN	143188	430	52260	690							
62461 Total		4598.88												
62462	10/30/2023	200	SIERRA CENTRAL CREDIT UNI	10/30/2023	101	22500								
62462 Total		200												
62463	10/31/2023	45	SORENSEN PEST CONTROL, IN	1270434	101	52700	320							
62463 Total		45												
62464	10/30/2023	61	STATE DISBURSEMENT UNIT	10/30/2023	101	22520								
62464 Total		61												
62465	10/30/2023	441.79	SUPERIOR TIRE SERVICE	292647	101	52720	630							
62465 Total		441.79												
62466	10/25/2023	217.31	USA BLUEBOOK	158662	430	52720	690							
62466 Total		217.31												
62467	10/30/2023	155	U. S. POST OFFICE	10/30/2023	410	52100	670							
62467	10/30/2023	155	U. S. POST OFFICE	10/30/2023	430	52100	690							
62467 Total		310												
62468	10/30/2023	46.51	VERIZON WIRELESS	10/30/2023	310	53200	650							
62468	10/30/2023	401.39	VERIZON WIRELESS	10/30/2023	101	53200	710							
62468	10/30/2023	47.07	VERIZON WIRELESS	10/30/2023	410	53200	670							
62468	10/30/2023	171.04	VERIZON WIRELESS	10/30/2023	430	53200	690							
62468	10/30/2023	83.02	VERIZON WIRELESS	10/30/2023	101	53200	650							
62468	10/30/2023	219.83	VERIZON WIRELESS	10/30/2023	101	53200	630							
62468	10/30/2023	90.08	VERIZON WIRELESS	10/30/2023	101	53200	210							
62468	10/30/2023	83.39	VERIZON WIRELESS	10/30/2023	430	53200	690							
62468 Total		1142.33												
62469	10/26/2023	3000	VIRGINIA YERXA COMMUNITY	10/26/2023	101	53800	231							
62469 Total		3000												
Grand Total		691298.38												



City of Colusa California

STAFF REPORT

DATE: 21 November 2023
TO: Mayor Ponciano and Members of the City Council
FROM: Joshua Fitch, Police Chief, via Jesse Cain, City Manager

AGENDA ITEM:

Street Closure to facilitate horse and carriage rides during the Christmas in Colusa Event.

Recommendation:

Council to authorize additional street closure in relation to the 2023 Christmas in Colusa event, sponsored by Colusa Lions Club on Friday, December 1, 2023.

BACKGROUND ANALYSIS:

The sponsor is requesting the additional closure of Jay Street between 4th and 7th Streets to accommodate horse and carriage rides during the Christmas in Colusa event. This event and closure of Market Street in relation to this event was previously approved by Council. This would be a secondary closure to facilitate horse and carriage rides.

BUDGET IMPACT:

None.

STAFF RECOMMENDATION:

Staff is recommending Council authorize the street closure as outlined above.

ATTACHMENT:

Event application.
Certificate of Insurance.

RECEIVED City of Colusa

SEP 18 2023

Office Use Only		Item 5.
Date Received	9/18/2023	
Routing Date		
Date approved		
Notice Sent		
Insurance Cert. Rec'd	9/18/2023	

CITY OF COLUSA

Application for

Temporary Street Closure, Parades, Special Events and Festivals

<p>NAME OF EVENT: Christmas Time in Colusa</p> <p>DATE OF EVENT: December 01, 2023</p>
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Please read carefully:

- Application must be filed with the city clerk at least 30 days prior to the event to allow time for review and council action.
- Applications will be returned if incomplete
- There are no fees for street closure services
- Complete in the space provided a narrative explaining the specific purpose of the event including garbage clean-up plans.
- Submit a map in the space provided outlining the event's location and all street and/or parking lot closings
- Submit copies of flyers, posters or other materials that will advertise the event. The organizer is responsible for ensuring that all flyers, posters, etc. advertising the event are removed from public facilities. Failure to comply may impact approvals for future applications.
- Applicants must provide prior to the event a certificate of insurance meeting city insurance requirements—a minimum of \$1 million per occurrence naming the city as additional insured. Limit is subject to increase depending on event. The description must read: "The City of Colusa, its officials, employees and agents are named as Additional Insured with Waiver of Subrogation with respect to general liability."
- All applications are subject to approval by the city council
- Applicants will be notified when the request has been approved or if additional information is required. Inquiries about the status of an application may be directed to the city manager's office.
- All street closures must maintain adequate clearance for emergency vehicle access.
- If event will take place on the state highway, attach a copy of the Caltrans encroachment permit

Contact Information: (Please print)

Organization <u>Colusa Lions Club</u>	Phone (day) <u>530.635.3239</u>
Contact Person <u>Dave Markes</u>	Phone (evening) <u>530.635.3239</u>
Address <u>22 Woodhaven Drive</u>	Fax <u>none</u>
City <u>Colusa</u>	E-mail Address <u>dmarko352@gmail.com</u>
Zip Code <u>95932</u>	
Alternate Contact <u>Jim Pingrey 530.682.9755</u>	
<i>(It is highly recommended that an alternate name & telephone number be provided)</i>	

Event Details:

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
<u>Market Street between Bridge & 10th Street</u>	12.01.2023	5:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	12.01.2023	10:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Electrical: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Selling Liquor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Sound Amplification: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Food & Beverage: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Open Fire: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain (permit may be required))				





City of Colusa California

STAFF REPORT

DATE: November 21, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa approving a 5-year contract with Hunters Service for the injection of the Elm and Hackberry trees.

Recommendation: Council to adopt the Proposed Resolution

BACKGROUND ANALYSIS:

The City of Colusa has been injecting the elm and hackberry trees on an annual basis for a long time. The reason for this is to control the leaf beetle and aphids. Since this is a five-year contract, the City of Colusa put out a request for proposals. The City received two proposals, one from Hunter Services and the other from West Coast Arborists, Inc.

Hunter Services' proposal came in at \$0.65 per inch and West Coast Arborists, Inc. came in at \$5.00 per inch.

BUDGET IMPACT:

\$10,000 a year

STAFF RECOMMENDATION:

Adopt Resolution 23-
Hunter services proposal
West Cost Proposal
2023 tree injection services agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A CONTRACT WITH HUNTER SERVICES FOR THE INJECTIONS OF THE ELM AND HACKBERRY TREES

WHEREAS, on November 21, 2023, the City of Colusa City Council approves the five-year contact for the tree injections with Hunter Services; and

WHEREAS, there is a need to have the elm and hackberry trees injected in order to address leaf beetles and aphids.

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the resolution and contract with Hunter Services, and:
3. Effective Date. This Resolution shall be effective immediately.

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

Passed and adopted this 21st day of November 21, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF COLUSA AND
HUNTER SERVICES**

THIS AGREEMENT (hereinafter referred to as “**Agreement**”) is made and entered into this November 21 2023, by and between the City of Colusa, a municipal corporation, having its principal place of business at 425 Webster Street, Colusa California 95932, (herein “**City**”) and Hunter Services, a California company having a principal place of business at 2060 3rd street Oroville Ca 95966, (herein “**Consultant**”), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein.

WHEREAS, the City proposes enter into a five year contract; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated November 21, 2023, and is duly licensed, qualified and experienced to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. SCOPE OF SERVICES.

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Description of Scope of Services, attached hereto and incorporated herein by this reference as Exhibit A, subject to the direction of the City Contract Administrator, as provided from time to time.

2. CONTRACT ADMINISTRATOR.

Jesse Cain City Manager, at telephone number (530) 458-4740 will administer this Agreement on behalf of City (herein “**Contract Administrator**”). Joe Graig at telephone number (530) 342-8950 Ext #106 is the authorized representative for Consultant and shall administer this Agreement on behalf of Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

3. EXHIBITS.

Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by the Consultant. Said Exhibits are incorporated herein by reference:

Exhibit A. Description of Scope of Services to be performed by Consultant (“**Services**”)

Exhibit B. Insurance Requirements.

4. TIME OF PERFORMANCE.

Consultant shall commence performance after the approval and execution of this Agreement, and receipt of written notice to proceed by the Contract Administrator, and shall thereafter diligently

prosecute the Services through to completion in a prompt and timely manner, unless otherwise directed by City or unless earlier terminated.

5. COMPENSATION OF CONSULTANT.

A. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the Payment Plan incorporated herein as Exhibit B, but in no event shall total compensation exceed \$0.65 per inch without City’s prior written approval.

B. Consultant shall submit monthly invoices during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with Exhibit A and contain a detailed description of the services provided, the amount of time expended in providing such services, and the person providing such services, and other information as the Contractor Administrator may request. City shall make payment of undisputed amounts within forty-five (45) days of receipt of invoices, for services satisfactorily performed and for authorized reimbursable costs incurred.

C. Consultant agrees to provide all Services for the amount specified in this Section without compensation in excess of such amount. Consultant shall not provide additional Services until Consultant has received authorization from the City Council and executed an written amendment to this Agreement. Should the Consultant elect to proceed prior to receiving such authorization, the Consultant does so at Consultant’s own risk.

D. If the work is halted at the request of the City, City shall compensate Consultant for all outstanding costs and reimbursable expenses reasonably incurred for work satisfactorily completed as of the date of the written notice of termination.

E. City’s failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City’s right to request Consultant to correct such work or billings or seek any other legal remedy.

6. INDEPENDENT CONTRACTOR.

Consultant shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by the Consultant are employees and agents of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an

employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

In the event Consultant or any employee, agent, or subcontractor of a Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Agency therefore has no responsibility for such contributions beyond the compensation required under this Agreement.

7. TERMINATION.

This Agreement may be terminated, without cause, at any time by the City upon 60 days' written notice. Upon receipt of such notice, Consultant shall cease all work under this Agreement. In the event of any such termination, the Consultant shall be compensated as provided for in this Agreement. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimated performed to that date in accordance with Section 9 hereof. The obligations of section 16 of this Agreement relating to Consultant's obligations to defend and indemnify the City shall survive any termination of this Agreement.

Notwithstanding any provision of this Agreement, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

8. TIME AND EXTENSION OF TIME.

A. Time is of the essence in the performance of this Agreement. All Services performed by Consultant under this Agreement shall be completed in accordance with the time schedules set forth in Exhibit A or otherwise determined by the Contract Administrator. Consultant may, for good cause, request extensions of time to perform the Services required hereunder.

B. The Contract Administrator may, by written instrument, extend the duration of this Agreement for an additional period not to exceed the lesser of one year or the original term of the Agreement, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 5, Compensation.

9. PROPERTY OF CITY.

All materials prepared by the Consultant under this Agreement shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

10. CONFIDENTIAL MATERIALS.

All materials, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

11. COMPLIANCE WITH LAW AND WARRANTY.

A. Consultant shall (and shall cause its agents and contractors), at its sole cost and expense, to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

B. Consultant represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession, and has the skills, expertise, licenses and permits necessary to perform the Services. Consultant shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

12. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. However, claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

13. INTEREST IN CONTRACT.

A. Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

B. Consultant may serve other clients, but none whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

C. The City has determined, based on the Scope of Services in Exhibit A that the Consultant, or its principal employees on working for the City under this Agreement:

_____ Is required to file a Form 700 because he/she is involved in the making or participating in making of a decision which may foreseeably have a material effect on any financial interest, as further described in the Political Reform Act and implementing regulations.

_____ Is not required to file a Form 700 because he/she is not involved in the making or participating in making of a decision which may foreseeably have a material effect on any financial interest, as further described in the Political Reform Act and implementing regulations.

If it is determined that Consultant is covered by the City’s Conflict of Interest Code at any time after the execution of this Agreement City determines and notifies Consultant in writing that Consultant’s duties under this agreement warrant disclosure by Consultant, Consultant agrees to make all disclosures required by the City’s conflict of interest code in accordance with the Category designated by the City.

14. RECORDS AND AUDITS.

A. Consultant shall establish and maintain records pertaining to this Agreement. Consultant's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, utility bills, invoices and vouchers.

B. Consultant shall permit City and its authorized representatives to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Consultant pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Agreement; and Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.

15. LIABILITY OF CONSULTANT-NEGLIGENCE.

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant’s profession and shall be liable

for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

16. INDEMNIFICATION.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend, with legal counsel reasonably acceptable to the City, indemnify and hold harmless City and its officers, agents, officials, representatives, employees and volunteers (collectively "**Indemnitees**") from and against any and all claims, demands, losses, costs, damages, injuries, (including, without limitation, injury to or death of an employee of Consultant or its subconsultants), expenses and liabilities of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnatee.

17. INSURANCE.

Consultant shall provide insurance in accordance with the requirements of Exhibit C, which is attached hereto and incorporated herein by reference. Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "Insurance Requirements" attached hereto and incorporated herein by reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing, in advance, by City. A lapse in any required insurance coverage during this Agreement shall be breach of this Agreement.

18. PERSONNEL.

A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

B. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's Key Personnel assigned to perform the Services. Key Personnel for this contract are defined to include the following people: Joe Craig. Consultant shall provide City with a minimum twenty (20) days prior written notice of any changes in Consultant's Key Personnel assigned to the provide Services, provided that Consultant receives such notice, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

19. NOTICES.

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Colusa
425 Webster Street
Colusa, CA 95932
ATTN: CITY MANAGER

Consultant: Hunter Services
2060 3rd Street Oroville Ca 95966,
ATTN: Joe Craig

20. CITY NOT OBLIGATED TO THIRD PARTIES.

City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

21. MISCELLANEOUS PROVISIONS.

A. NON-DISCRIMINATION.

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

B. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

C. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

D. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

E. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

F. NO WAIVER OF DEFAULT.

No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

G. ENTIRE AGREEMENT AND AMENDMENT.

This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument signed by both City and Consultant.

H. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

I. APPLICABLE LAW; VENUE; ATTORNEYS' FEES

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Colusa, if in state court, or in the federal court nearest to the City of Colusa, if in federal court. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs.

J. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities,

persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

K. CONFLICTING TERMS.

This Agreement and its Exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by City.

CITY OF COLUSA

CONSULTANT

By:

By:

Jesse Cain, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

By:

Ryan Jones, City Attorney

ATTEST:

By:

Shelly Kittle, City Clerk

[Corporations require signature of two officers]

[SIGNATURES MUST BE NOTARIZED]

CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of this work under this Agreement, and my method of compliance is further described below.

With the above understanding, I certify the following:

- _____ Consultant is insured against liability for workers' compensation.
- _____ Consultant is self-insured for workers' compensation. I will provide a copy of Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations.
- _____ Consultant is a sole proprietor or partnership. I am the owner of the organization or a partner, and Consultant is exempt from the State workers' compensation requirements because we have no employees.

CONSULTANT

By: _____
Title:

EXHIBIT A

Description of Scope of Services to be performed by Consultant

[To Be Inserted; If Excerpt from proposal is to be used as Exhibit A, be sure that Excerpt only includes references to the services. If rates or contracting provisions are included, line through those with black marker to show they are not included terms]

EXHIBIT B

[A listing of hourly rates of Consultant's personnel, and a contract budget for the Services.]

[To Be Inserted; If a provision from the Proposal is to be used, be sure to include the title page and note that this is an excerpt from the proposal]

EXHIBIT C
INSURANCE REQUIREMENTS
TO
CONSULTANT SERVICES AGREEMENT

Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Consultant in excess of the limits and coverage required in this agreement and that is applicable to a given loss will be available to City.

[USE THIS CLAUSE FOR MOST CONTRACTS, EXCLUSIVE OF CONTRACTS FOR CONSTRUCTION OR PROFESSIONAL SERVICES]

1. Commercial General Liability (“CGL”): Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 0001 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than TWO MILLION DOLLARS (\$2,000,000) each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit

[USE THIS CLAUSE FOR PROFESSIONAL SERVICES/SOLE PROPRIETOR CONTRACTS]

1. Commercial General Liability (“CGL”): Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 0001 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than ONE MILLION DOLLARS (\$1,000,000) each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit

2. Automobile Liability: Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than ONE MILLION DOLLARS (\$1,000,000) each occurrence for bodily injury and property damage. If Consultant or its employees will use personal autos in any way related to the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

3. Workers’ Compensation: Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum

limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury or disease. If Consultant is self insured, provide a Certificate of Consent to Self-Insure, signed by the Department of Industrial Relations. Workers' Compensation is not required if the Consultant provides written verification that it has no employees.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the performance of Services pursuant to this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than ONE MILLION (\$1,000,000) per occurrence.

5. Professional Liability Insurance. (Required for all Licensed Consultants). Professional Liability (Errors and Omissions) insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than ONE MILLION (\$1,000,000) per claim and TWO MILLION (\$2,000,000) in the aggregate.

6. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

7. General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

a. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents. Consultant also agrees to require all contractors, and subcontractors to do likewise.

b. Consultant agrees to waive subrogation which any insurer or Consultant may acquire from Consultant by virtue of any payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

c. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

f. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this Agreement in accordance with the provisions of this Agreement.

h. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

i. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

j. Consultant agrees to ensure that subconsultants, and any other party involved with the performance of Services pursuant to this Agreement who is brought onto or involved in such Services by Consultant, provide the same minimum insurance coverage required of Consultant, provided, however, that only subconsultants performing professional service will be required to provide professional liability insurance. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the performance of Services will be submitted to City for review.

k. Any deductibles or self-insured retention must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible

or retention or provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention, or other coverage or solutions.

l. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

m. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

n. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.

o. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

END OF DOCUMENT



HUNTERS SERVICES

COMMERCIAL & RESIDENTIAL

Pests * Termites * Birds * Repairs * Lawn * Trees * Weed

November 3rd, 2023

City of Colusa
RFP - Tree Injection of Elm Trees and Hackberry Trees
425 Webster St
Colusa, CA 95932
530-458-2215
Attn: Jesse Cain

SUBJECT: COMMERCIAL TREE INJECTIONS

INTENT:

We will furnish all materials, labor, equipment, insurance, and State licenses to render the professional service set forth herein.

SCOPE OF SERVICE:

- ◆ Hunters Services will perform a One Time Systemic Tree Injection to approx 212 Elm Trees and 220 Hackberry Trees at noted and listed locations in the City of Colusa for Elm Leaf Beetle and Aphid Control.
- ◆ Hunters Services will Measure Each Tree and Tabulate All Inches for the City of Colusa and will bill out by the Inches in Total.
- ◆ Hunters Services will bill out at \$0.65 per inch.
- ◆ The Scope and Cost for these services will be for a 5-year period 2023-2027
- ◆ Hunters will work with City Staff and the Community to ensure we deliver a service that is proper and safe.



HUNTERS SERVICES

COMMERCIAL & RESIDENTIAL

Pests * Termites * Birds * Repairs * Lawn * Trees * Weed

- ❖ Hunters has a target completion date for this service to be completed before and no later than 12-25-2023

At Hunters, we assign a state licensed representative to all of our accounts. The Field Representative assigned to your account is licensed by the State of California. It is the responsibility of our Field Representative to ensure that all chemical applications are made in accordance with all Local, State, and Federal regulations including those set by the Environmental Protection Agency.

II. Terms of Agreement.

Tree Injection Per Inch Cost: \$0.65 per inch

If you have any questions or concerns in regards to this project or any of our other services we provide, please feel free to contact me.

Sincerely,

Joe Craig

November 3rd, 2023

Accepted By,

Signature: _____

Date : _____

Contact Info:

Hunters Services Inc.
Ph. 530-342-8950 Ext. #106
Fax. 530-342-8952
E. joe@HuntersServices.com



HUNTERS SERVICES

COMMERCIAL & RESIDENTIAL

Pests * Termites * Birds * Repairs * Lawn * Trees * Weed

List of Proposed Principals responsible for the project

- **Project Manager: Joe Craig - QAL(A,B,C,K), Branch 2, Branch 3**
- **Field Supervisor: Jake Smith - Branch 2**
- **Technician: Jose Aceves - Branch 2**
- **Technician: Greg Foley - Branch 2**
- **Technician: Grant Tuter - Branch 2**
- **Technician: Curtis Worthington - Branch 2**
- **Technician: John Favors - Applicator**



HUNTERS SERVICES

COMMERCIAL & RESIDENTIAL

Pests * Termites * Birds * Repairs * Lawn * Trees * Weed

REFERENCES

Jesse Cain
City of Colusa
City-Wide Tree Injections
425 Webster Street
Colusa, CA 95932
530-458-2215

Ashwin Mani- Building Manager
State Capitol
IPM Services/ Small Animal Abatement Services
1000 Capitol Mall
Sacramento, Ca 95814
Ashwin.Mani@dgs.ca.gov
916-869-3486

Carl C. Jungkeit - Facilities Maintenance and Repair
DMV-Sacramento Multiple Location
IPM Services/ Small Animal Abatement Services
916-578-9675
Carl.jungkeit@dmv.ca.gov

Dan Reynolds- Custodial Supervisor
County of Placer Multiple Location
IPM Services/ Small Animal Abatement Services
DReynold@placer.ca.gov
530-308-0576



HUNTERS SERVICES INC.

COMMERCIAL & RESIDENTIAL

*Pests * Termites * Birds * Repairs * Lawn * Trees * Weed*

Chris Porter- OBM III
Department of General Services
Sacramento Multiple Locations
IPM Services/ Small Animal Abatement Services
Christopher.Porter@dgs.ca.gov
916-445-1075

Wanda Wilson - Associate Governmental Program Analyst (AGPA)
California Correctional Center-Multiple Locations
IPM Services/ Small Animal Abatement Services
Wanda.Wilson@cdcr.ca.gov
530-257-2181

Scott Steedman
City of Chico
Pest, Weed, and Tree Control
965 Fir Street
Chico, CA 95928
530-624-1344



City of Colusa

RFP - CITY WIDE TREE INJECTION ELM AND HACKBERRY

Scope of Services

Injection of approximately 212 Elm Trees and 220 Hackberry Tress for Aphid and Elm Leaf Beetle. Merit 75 or Imdacloprid at a 2 gram per inch rate. For a 5-year period 2023-2027.

General Services

Work Plan and Project Approach Methodology

- A)
 1. Obtain Pest Control Advisor Recommendation.
 2. Check the BeeWare website for active hives in the area.
 3. Purchase product (Merit 75 WSP or similar approved chemical with same active ingredient).
 4. Schedule treatments and provide notification 48 hours in advance.
 5. Perform treatments on scheduled days.
 6. Report pesticide use to the County Agricultural Commissioner.
 7. Invoice for the treatments.
- B) Timeline: Apply pesticide via soil injection or other approved method per Pest Control Advisor recommendation and product label in April 2024 or weather permitting earlier or later.
- C) **\$5.00 per diameter inch.** The price per inch accounts for all labor, material, equipment, pesticide use reporting and written pesticide recommendation. The City of Colusa is to provide a source for water. Invoices will be submitted bi-monthly (1st and 15th of each month.)

ADDITIONAL SERVICES AS NEEDED:

1. Arborist Services for additional work as ordered	Per hour	\$175.00
a. (3-hour minimum) Travel included		
2. Construction Project Inspection (3-hour minimum)	Per hour	\$175.00
3. Meetings with City staff and or Contractor(s)	Per hour	\$175.00
4. Presentation to City Staff, City Council, etc. (2-hour minimum)	Per Hour	\$175.00
5. Laboratory testing (i.e., Soil, limb, etc.)	Each	Cost + 15%
6. Provide tree recommendations for planting	Per hour	\$175.00
7. Respond to tree-related emergencies for consultation	Per hour	\$175.00

Patrick Mahoney, President



City of Colusa California

STAFF REPORT

DATE: November 21, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa waiving the request for proposal process and buying a new 2023 Ford F150 Super crew hybrid truck for the code enforcement position from Hoblit Motors using the state concessions and Hoblit discounts. The total cost after taxes is \$63,756.81.

Recommendation: Council to adopt the Proposed Resolution

BACKGROUND ANALYSIS:

The City of Colusa has been awarded a grant through Prop 64 that allows the City's to purchase a hybrid vehicle for the use of code enforcement. Hoblit Motors only has one truck in stock that fits the grant requirements. By waiving the (RFP) request for proposal process this allows the City to purchase locally and meet the grant requirements.

BUDGET IMPACT:

None, this will be purchased from the grant prop 64

STAFF RECOMMENDATION:

Approve Resolution 23-

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING TO WAIVE THE REQUEST FOR PROPOSAL PROCESS AND PURCHASE A 2023 FORD HYBRID TRUCK FROM HOBLIT MOTORS USING THE PROP 64 FUNDS

WHEREAS, on November 21, 2023, the City of Colusa City Council approved to waive the (RFP) process and to purchase a Ford Hybrid Truck from Hoblit Motors.

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the purchase of a hybrid truck from Hoblit motors, and:
3. Effective Date. This Resolution shall be effective immediately.

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

Passed and adopted this 21st day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: November 21, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council approving a 5-year tentative parcel subdivision map request for an extension for the Cheney-Wilson tentative subdivision map

Recommendation: City Council to adopt Resolution No. _____

BACKGROUND ANALYSIS: This tentative map was approved by the City Council on 12/15/2020 via Resolution 20-62. Tentative maps approved by the City remain valid for a period of 24 months, per 66452.6 of the Subdivision Map Act. Jon Cheney submitted a letter (attached) requesting the map be extended. City Ordinance 17-19 requires a public hearing be held to consider this action. The Planning Commission may make a recommendation to the City Council that the tentative map be extended for a period not exceeding a total of five years.

The Planning Commission held a public meeting on December 14, 2022, wherein they took public comment and staff input, as a result of the public hearing the Planning Commission recommended to the City Council to approve a 5-year tentative subdivision map extension.

BUDGET IMPACT: None

ATTACHMENT:

Resolution 23-

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLUSA CITY COUNCIL APPROVING AN
EXTENSION OF THE CHENEY-WILSON TENTATIVE PARCEL MAP FOR A PERIOD
NOT TO EXCEED 5 YEARS

WHEREAS, the City has received a request via a letter from Jon Cheney, one of the owners of the subject property, requesting the existing tentative subdivision map be extended;

WHEREAS, the City has established City Ordinance 17-19, and the California Subdivision Map Act via Section ARTICLE 2. Tentative Maps [66452 - 66452.27] allows for the legislative body to approve such extensions.

WHEREAS, all procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA;

WHEREAS, the Planning Commission has duly called, advertised, and conducted a Public Hearing required by law concerning the proposed, extension request; and

WHEREAS, the City of Colusa Planning Commission has considered public, and staff input and that the Planning Commission recommends that the City Council of the City of Colusa adopt a resolution of approving an extension of the Cheney-Wilson tentative subdivision map for a period not to exceed 5 years.

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the 5-year tentative parcel map extension, and:
3. Effective Date. This Resolution shall be effective immediately.

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

Passed and adopted on November 21, 2023, by the following vote:

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

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk

ORDINANCE NO. 559

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA AMENDING APPENDIX A – ZONING BY REPEALING AND REPLACING SECTIONS 21.5 AND 33.03 OF THE COLUSA MUNICIPAL CODE REGARDING COMMERCIAL CANNABIS REGULATIONS

WHEREAS, the City is updating Section 21.5 of Appendix A – Zoning Code, relative to cannabis regulations;

WHEREAS, the City is updated Section 33.03 of Appendix A – Zoning Code, relative to cannabis dispensary special use permit application and fee

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

The City Council of the City of Colusa, State of California does hereby ordain as follows:

SECTION 1.

Section 21.5, “Cannabis Regulations” of the Colusa Municipal Code is hereby repealed and replaced as set forth below:

Article 21.5 Cannabis Regulations.

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

- (a) Commercial Cannabis business facilities (cultivation, nursery, manufacturing, production, testing, microbusiness) are permitted, only upon the approval of a cannabis business special use permit issued by the city council, in the following zones:

Article 12. M-1 Light Industrial District

Article 13. M-2 General Industrial District

Article 14. M-L Limited Manufacturing District

- (b) Cannabis storefront dispensaries are permitted, only upon the approval of a cannabis dispensary special use permit issued by the city council, in the following zones:

Article 10. C-G General Commercial District

Article 12. M-1 Light Industrial District

- (c) Upon application for a cannabis business special use permit, to be approved directly by the city council without need for a recommendation from the planning commission, the following regulations shall apply as to building type and construction, safety and security, required permits, and other relevant provisions necessary to protect the public health, safety and welfare. In any district where a cannabis business facility is permitted, the regulations of this article shall apply in addition to those hereinbefore specified for such district, provided that if a conflict in regulations occurs the regulations of this article shall govern.

Sec. 21.5.02. Purpose and intent.

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

Sec. 21.5.03. Commercial cannabis special use permit limitations.

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

(a) **Initial Maximum Amount of Cannabis Dispensary Permits.** Upon the effective date of this provision, the City Council may issue a maximum of up to one (1) cannabis business special use permit to a qualified cannabis dispensary. The permit shall be issued in accordance with the application and permit approval process contained in this Chapter 12D and resolutions adopted pursuant to this Chapter. The cannabis dispensary must obtain a cannabis regulatory permit from the City before commencing operations, must be in compliance with all applicable state and federal laws pertaining to its operation, including obtaining all necessary licenses from the state, and shall comply with all applicable operational and zoning requirements set forth in the City of Colusa Municipal Code. Nothing in this Chapter creates a mandate that the City Council must issue one or more cannabis business special use permit and regulatory permit to a cannabis dispensary if the City Council determines that there are no qualified applicants, the proposed locations for cannabis businesses facilities are incompatible with neighboring land uses, or if the City Council determines that the issuance of a cannabis dispensary would have a negative effect on the health, safety, or welfare of the citizens or businesses of the City of Colusa, or for any other reason allowed by law.

(1). **City Council Review and Increased Maximum Number of Cannabis Dispensaries Special Use Permits to be Issued.** Eighteen (18) months after the first cannabis business special use permit for a dispensary is issued, the City Manager shall deliver a report to the City Council during a regular meeting which examines the positive and negative impacts that the cannabis dispensary has had on the community during the preceding eighteen (18) months. The report shall include, among other things, an analysis of how the cannabis dispensary has complied with state and local regulations, any positive or negative community and law enforcement impacts, and any revenue generated. If after hearing the report the City Council makes a determination that there were no significant consequences of allowing cannabis dispensaries to operate in the City, the City Council at its sole discretion may vote to expand the number of authorized cannabis dispensary special use permits to be issued up to a maximum of two (2). If the City Council takes no action, or finds that the impacts are unacceptable, then the maximum number and type of cannabis dispensaries authorized shall continue to be limited to one (1) as provided in subdivision (a) above.

(b) **All Other commercial cannabis facilities.** The Planning Commission may issue permits to other qualified commercial cannabis activity owners or operators to operate cannabis cultivation, manufacturing, distribution, transporting, or testing laboratory businesses within the City of Colusa through the application and permit approval process contained in this Article (21.5), and resolutions adopted pursuant to this Chapter. All commercial cannabis facilities must obtain a cannabis regulatory permit and Certification of Occupancy from the City before commencing operations, must be in compliance with all applicable state and federal laws pertaining to its operation, including obtaining all necessary licenses from the state, and shall comply with all applicable operational and

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

Sec. 21.5.04. Commercial Cannabis Facilities.

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

Sec. 21.5.05. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

(corresponding with State CDFA Cultivation License Type for "Processor") or nursery operations (corresponding with State CDFA Cultivation License Type for "Nursery")

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

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

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

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

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

"Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 21.5.06. Minimum operational requirements and restrictions.

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

- (a) The Act and Other State Laws. The cannabis operations shall at all times be in compliance with the MAUCRSA and the implementing regulations, as they may be amended from time to time, as well as all required state license(s) under the MAUCRSA, and any other applicable state law.
- (b) Marijuana and Cannabis Products Consumption. No marijuana or cannabis products shall be smoked, ingested or otherwise consumed on the premises. Adequate signage of this prohibition shall be displayed throughout the facility.
- (c) Alcoholic Beverages. No cannabis operation shall hold or maintain a retail license from the state department of alcohol beverage control to sell alcoholic beverages or operate a business that sells alcoholic beverages. In addition, alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the premises.
- (d) Transportation. Transportation shall only be conducted according to activity permitted by state law.
- (e) Non-Cannabis Business Activity. No non-commercial or recreational marijuana activity shall occur on the premises.
- (f) Retail Sales. Storefront retail sales and non-storefront delivery only retail sales of any cannabis product are expressly prohibited without a valid city-issued cannabis dispensary regulatory permit and cannabis dispensary special use permit.
- (g) Minors. It shall be unlawful for any operator to employ any person who is not at least eighteen years of age, or any older age if set by the state.
- (h) Distance Separation from Schools. Cannabis operations shall comply with the distance separation requirements from schools as required by state law. In addition, a cannabis business operation shall not be located within one thousand two hundred feet from any existing school or proposed school site as identified in the general plan. Measurements shall be from the property boundary to property boundary. For purposes of this article, school means any public or private school providing instruction in kindergarten or grades 1—12, inclusive, but does not include any private school in which education is primarily conducted in private homes.
- (i) Building and Related Codes. The cannabis operation shall be subject to the following requirements:
 1. The premises in which the cannabis operations occur shall comply with all applicable local, state and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the building official of the city. The operator shall obtain all required building permits and comply with all applicable city standards.
 2. The responsible party shall ensure that the premises have sufficient electrical load for the cannabis operations.
 3. Butane and other flammable materials are permitted to be used for extraction and processing provided the operator complies with all applicable fire and building codes, and any other laws and regulations relating to the use of those products, to ensure the safety of that operation. The Colusa Fire Department shall inspect and approve the premises for

use of the products prior to city's issuance of a certificate of occupancy, or otherwise prior to opening for business, to ensure compliance with this requirement.

4. The operator shall comply with all laws and regulations pertaining to use of commercial kitchen facilities for the cannabis operations.
 5. The operator shall comply with all environmental laws and regulations pertaining to the cannabis operations, including the use and disposal of water and pesticides, and shall otherwise use best practices in the handling and application of pesticides to avoid environmental harm.
- (j) Odor Control. Cannabis operations shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is minimized to the greatest extent practical outside the premises, outside the building housing the cannabis operations, or anywhere on adjacent property or public rights-of-way. As such, cannabis operations must install and maintain the following equipment or any other equipment which the city's building official determines has the same or better effectiveness:
1. An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
 2. An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are minimized outside the cannabis facility.
 3. A City issued Certificate of Occupancy approving installed odor absorbing ventilation, proper exhaust air filtration, and any other odor control equipment, is required before Cannabis operations commence.
- (a) Any Cannabis operation that was existing, open and operating within the City as of December 1, 2017, must file an application with the City for a Certificate of Occupancy. The Certificate of Occupancy constitutes a revocable privilege, which shall be subject to revocation/suspension of any issued Cannabis special use permits.
- (k) Consumable Products. Cannabis operations that manufacture products in the form of food or other comestibles shall obtain and maintain the appropriate approvals from the state department of public health for the provision of food or other comestibles, unless otherwise governed by the Act and licensed by the state.
- (l) Secure Building. All cannabis operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures, and include material strong enough to prevent entry except through an open door. The precise building construction and material to be used shall be identified and provided to the city prior to construction and provided with the application.
- (m) Premises Security. The following security conditions shall apply:
1. Alarm system (both perimeter, fire and panic).
 2. Remote monitoring of alarm systems.
 3. Perimeter lighting systems (motion sensor) for after-hours security.
 4. Perimeter security and lighting as approved by the police chief and community development director.

5. Use of drive gates with card key access or similar to access the facility.
 6. Entrance areas to be locked at all times, and under control of a designated responsible party.
 7. Use of access control systems to limit access to growing and processing areas.
 8. Exterior and interior camera systems approved by the police chief. The camera systems shall meet the minimum requirements of the Act, include interior monitoring of all access points of the site from the interior, and be of a minimum five mega pixels in resolution.
 9. All security systems at the site must be attached to an uninterruptible power supply that provides twenty-four hours of continuous power.
 10. Security patrols by a recognized security company licensed by the California Department of Consumer Affairs or otherwise acceptable to the police chief, in a time, place and manner to the satisfaction of the police chief. All current contact information regarding the security company shall be provided to the police chief.
 11. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
 12. Electronic track and trace systems for cannabis products as approved by the police chief.
 13. Premises may be inspected, and records of the business owner audited by the city for compliance on a quarterly basis.
 14. State-of-the-art network security protocols and equipment need to be in place to protect computer information.
 15. The foregoing requirements shall be approved by the police chief prior to commencing operations. The police chief may supplement these security requirements once operations begin, subject to review by the city council if requested by the business owner.
- (n) The business owner, operator, and all responsible parties shall continually maintain the premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety, and general welfare of employees, patrons, surrounding properties, and the general public. The premises of the cannabis business shall not be maintained in a manner that causes a public or private nuisance.
- (o) Cannabis business operations permitted by this article shall only be allowed in the specific areas designated on the diagram and floor plan of the premises submitted with the application for the regulatory permit under Chapter 12F. The cannabis business shall not operate at any place other than the address of the cannabis operation stated in the regulatory permit.

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

The following rules apply to deliveries and transportation:

- (a) Receiving of transported supplies to the premises of a cannabis business or dispensary shall only occur at the location shown on the diagram and floor plan on file with the city as part of the regulatory permit application. Delivery vehicles shall not have any markings indicating that deliveries are being made to a cannabis operation.
- (b) The transportation of cannabis samples and product to and from a cannabis business or dispensary shall be in unmarked vehicles with no indication that the vehicles are transporting

cannabis samples and products. The responsible party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the police chief.

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

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

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

- (a) Hours of Operation. Storefront cannabis dispensaries or cannabis microbusinesses may be open for access to the public only between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday. Delivery only cannabis dispensaries may operate only during the hours specified in the business's cannabis dispensary use permit if any. If no specific hours of operation are stated in the delivery only use permit or regulatory permit, the delivery only dispensary shall be allowed to operate per the requirements of the underlying zone district and subject to the city's noise and nuisance ordinances.
- (b) Signage shall be considered and approved with the cannabis special use permit.
- (c) No person or entity shall operate a cannabis dispensary within the City of Colusa without first obtaining a cannabis dispensary regulatory permit from the city. The regulatory permit shall be site specific and shall specifically identify the cannabis dispensary activities that will be allowed at that site. No cannabis dispensary activities will be allowed unless specifically identified in the regulatory permit.
- (d) Cannabis dispensaries shall comply with all requirements and shall be subject to all of the regulations set forth in this Section, and Sections 21.5.11 through 21.5.15 below.
- (e) The cannabis dispensaries shall prohibit on-site smoking, ingestion, or consumption of cannabis on the premises of the Retail Cannabis operation.
- (f) The term "premises" as used in this section includes the actual building of the Retail Cannabis Business, as well as any accessory structures, parking areas, and the entire real property on which the Retail Cannabis Business is situated.
- (g). Physician services shall not be provided on the Premises.
 - (g) The Premises and building in which the Retail Cannabis operation is located, as well as the operations conducted therein, shall fully comply with all applicable building codes, all applicable State and Federal environmental laws, the Americans with Disabilities Act, the Act, Program and Guidelines; and the MAUCRSA, as may be amended from time to time.
 - (h) A cannabis dispensary shall ensure that the Limited-access Areas can be securely locked using commercial-grade, nonresidential door locks. A licensee shall also use commercial- grade, nonresidential door locks on all points of entry and exit to the licensed premises.
 - (i) Cannabis dispensary premises shall be alarmed with an alarm system that is operated and monitored by a properly licensed security company.

- (j) The cannabis dispensary shall hire or contract for security personnel who are at least 21 years of age to provide on-site security services during hours of operation. Security personnel must be in uniform and readily identifiable. No security personnel shall be operating in an "undercover" capacity without prior notification to law enforcement. All security personnel shall be in possession of a state-mandated guard card and relevant endorsements as well as acquire a City of Colusa Live Scan Identification.
- (k) All retail activity shall occur within a separate Cannabis dispensing area. No customers, Qualified Patients and/or Primary Caregivers shall be permitted to enter the dispensing area until proper identification is presented to the Retail Cannabis Business staff. The entrance to the Cannabis dispensing area and any storage areas shall be secured at all times, and under the control of cannabis dispensary staff;

Sec. 21.5.10. Cannabis business regulatory permit

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

Sec. 21.5.11. Fees and taxes.

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

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

Sec. 21.5.12. Record keeping.

- (a) The responsible party shall make and maintain complete, accurate and legible records of the permitted cannabis operations evidencing compliance with the requirements of this article. Accounting and transaction records shall be maintained for a minimum of five years. Security surveillance system records shall be kept for a minimum of one year.
- (b) On or before the 10th day of each month, the responsible party shall submit a production and sales report to the city manager or designee disclosing all products manufactured, acquired, sold, and/or distributed by the permitted cannabis operations listed by type of product for the prior month of operations.

Sec. 21.5.13. Inspection.

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

Sec. 21.5.14. Insurance.

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

Sec. 21.5.15. Commercial Cannabis Violations; enforcement.

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

Sec. 21.5.16. Severability.

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

Sec. 21.5.17. Personal Cultivation Allowable Zones

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

Sec. 21.5.18 Medical and Personal Cannabis Maximum Limitation

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

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

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

Sec. 21.5.19 Personal Indoor and Outdoor Cultivation.

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 21.05.20 Personal Cultivation Violations, enforcement

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

SECTION 2.

Section 33.03, "Cannabis and cannabis dispensary special use permit application and fee," of the Colusa Municipal Code is hereby repealed and replaced as set forth below:

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

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

(a) Cannabis business— Special Use Permit Application and Fee.

1. Application for a cannabis business— special use permit shall be made to the city planning department in writing on a form prescribed by the city and shall be accompanied by plans and elevations necessary to show details of the proposed use or building. Such application shall be accompanied by a fee in an amount as established from time to time by resolution of the city council and of which no part shall be returnable to the applicant. The application shall be presented directly to the city council for action.
2. The city council shall hold a public hearing within sixty days after filing of an application for a cannabis business –special use permit. Notice of use shall be given by one publication in a newspaper of general circulation published in the City of Colusa and by mailing notice to the applicant and owners of all property within three hundred feet of any boundary of the lot or parcel for which the cannabis-business— special use permit has been filed, as such owners are shown on the last equalized assessment roll of the County of Colusa. Notice in each case to be given at least ten days prior to such hearing for

categorically exempt applications under CEQA, and twenty-one days for applications under CEQA for negative declarations and/or environmental impact reports prior to such hearing.

- (b) Action by the City Council.
 1. The findings of the city council shall be that the establishment, maintenance or operation of the use or building applied for will or will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or to be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.
 2. After making findings the city council shall either approve, with or without conditions, or deny said cannabis special use permit.
- (c) Revocation.
 1. In any case where the conditions of the granting of a cannabis business—special use permit have not been, or are not, complied with, the city council shall give notice to the permittee of intention to revoke such permit at least ten days prior to a hearing thereon. Following such hearing the city council may revoke such permit.
 2. In any case where a cannabis business—special use permit has not been used within one year after the date of granting thereof, then without further action by the city council the use permit granted shall be null and void.
- (d) Decision of the City Council Final. The decision of the city council shall be a final decision and appeal from said action shall be by writ of mandate in superior court.
- (e) Whenever a cannabis special use permit is granted, the county assessor shall be so notified within thirty days of such action.
- (f) The cannabis business—special use permit shall be issued to the operator, be conditional upon issuance and holding of a valid cannabis regulatory permit, and shall not run with the land.
- (g) No cannabis-business—special use permit shall be issued until the city council approves a development agreement and a regulatory permit for the site, or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis cultivation in the city.
- (h) The cannabis business—special use permit shall run with the regulatory permit and not the land.

SECTION 3. ENVIRONMENTAL DETERMINATION. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this ordinance amending the Municipal Code will have a significant effect on the environment.

SECTION 4. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 5. EXECUTION.

The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

Passed and adopted this 21st day of November 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk

ORDINANCE NO. 560

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Compliance with California Environmental Quality Act.

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

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

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

Chapter 12E – PERSONAL CANNABIS CULTIVATION

12E-010 - Purpose.

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

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

12E-020 - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Generally.

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

B. Cannabis cultivation within residential units, specifically.

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

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

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

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

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

12E-040 - Other applicable regulations.

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

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

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

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

12E-060 - Enforcement, violations and penalties.

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

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

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

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk

ORDINANCE NO. 561

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA AMENDING SECTION 12 BY REPEALING AND REPLACING SECTIONS 12D AND 12F OF THE COLUSA MUNICIPAL CODE REGARDING CANNABIS DISPENSARIES AND CANNABIS BUSINESSES REGULATORY PERMITS

WHEREAS, the City is updating Section 12D of the Colusa Municipal Code relative to cannabis dispensaries;

WHEREAS, the City is updating Section 12F relative to cannabis business's regulatory permits;
and

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

The City Council of the City of Colusa, State of California does hereby ordain as follows:

SECTION 1.

Section 12D, "Cannabis Dispensaries" of the Colusa Municipal Code is hereby repealed and replaced as set forth below:

Chapter 12D - CANNABIS DISPENSARIES

12D-1 - General Provisions.

- A. Purpose and Intent. It is the purpose and intent of this Chapter to provide opportunities for cannabis dispensaries to operate in the City for both adult use cannabis and cannabis products, defined as cannabis or cannabis products that are intended for adults who are 21 years of age and older and who do not possess a physician's recommendation, and medical cannabis and medical cannabis products, while imposing regulations on the use of land to protect the City's neighborhoods, residents, and businesses from negative impacts. It is a further purpose and intent of this Chapter to regulate the retail sales and retail delivery of cannabis and cannabis-related products in a manner which is responsible, which protects the health, safety, and welfare of the residents of Colusa, and to enforce rules and regulations consistent with state law. In part to meet these objectives, an annual permit shall be required in order to own and/or to operate a cannabis dispensary within Colusa. Nothing in this Chapter is intended to authorize the possession, use, or provision of cannabis for purposes which violate state or federal law. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.
- B. It shall be unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City the operation of a cannabis dispensary unless the person first obtains and continues to maintain a valid Cannabis Dispensary Permit from the City as required by this section.
- C. Legal Authority. Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the provisions of the Medicinal and Adult Use of Cannabis Regulation and Safety Act, Cal Bus & Prof Code Section 26000 *et seq.* ("MAUCRSA"), the city is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-

related activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the state, or any of its departments or divisions, shall be the minimum standards applicable in the city to cannabis, and/or cannabis-related activity.

- D. Compliance with Laws. It is the responsibility of the owners and operators of the cannabis dispensary to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions which violate federal, state law or local law with respect to the operation of a cannabis dispensary. It shall be the responsibility of the owners and the operators of the cannabis dispensary to ensure that the cannabis dispensary is, at all times, operating in a manner compliant with all applicable federal, state and local laws, the 2008 Attorney General Guidelines, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the cannabis dispensary permit. Nothing in this Chapter shall be construed as authorizing any actions which violate federal or state law with regard to the operation of a cannabis dispensary.

12D-2 - Definitions.

When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder, and is deemed to include any successor or amended version of the referenced statute or regulatory provision. Any term used in this Chapter not expressly set forth in this section shall have the meaning defined in Chapter 12F.

- A. "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.
- B. "Cannabis activity" includes cultivation, manufacture, processing, laboratory testing, transporting, delivery, distribution, or sale of cannabis or a cannabis product, within the meaning of California Business and Professions Code 26000 et seq.
- C. "Cannabis business" means any business or operation which engages in cannabis activity.
- D. "Cannabis dispensary permit" means a regulatory permit issued by the City of Colusa pursuant to this Chapter to a cannabis dispensary, and is required before any cannabis activity may be conducted in the City. The initial permit and annual renewal of a cannabis dispensary permit is made expressly contingent upon the dispensary's ongoing compliance with all of the requirements of this Chapter and any regulations adopted by the City governing the cannabis activity at issue.
- E. "City" or "City of Colusa" means the City of Colusa, a California general law City.
- F. "Cultivation" and "Commercial Cultivation" are defined as: "Cultivation" means any activity, whether occurring indoors or outdoors, involving the propagation, planting, growing, harvesting, drying, curing, grading, and/or trimming of cannabis plants or any part thereof for any purpose,

including medical marijuana; and "Commercial Cultivation" means only State-licensed Indoor facilities for cannabis cultivation consisting solely of processing (drying, curing, trimming, and packaging of) cannabis flower (corresponding with State CDFA Cultivation License Type for "Processor") or nursery operations (corresponding with State CDFA Cultivation License Type for "Nursery")

- G. "Cultivation site" means a facility where cannabis is cultivated, propagated, planted, grown, harvested, dried, cured, graded, or trimmed, or that does all or any combination of those activities.
- H. "Delivery" means the commercial transfer of cannabis or cannabis products from a dispensary, up to an amount determined to be authorized by the State of California, or any of its departments or divisions, to anyone for any purpose. "Delivery" also includes the use by a dispensary of any technology platform owned, controlled, and/or licensed by the dispensary, or independently licensed by the State of California under the MAUSCRA (as the same may be amended from time-to-time), that enables anyone to arrange for or facilitate the commercial transfer by a licensed dispensary of cannabis or cannabis products.
- I. "Delivery Only Cannabis Dispensary" means a Dispensary that does not have a storefront sales facility open to the public for retail sales.
- J. "Dispensary" means a cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale.
- K. "Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a dispensary.
- L. "Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.
- M. "Marijuana" means "cannabis," as that term is defined in this Chapter.
- N. "Medical cannabis," "medical marijuana," "medical cannabis product" or "medical cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time). For purposes of this Chapter, "medical cannabis" does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.
- O. "Microbusiness" means a location operating as a microbusiness as defined in the state regulations issued by the Bureau of Cannabis Control for cannabis microbusinesses.
- P. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.
- Q. "State License" means a permit or license issued by the State of California, or one of its departments or divisions, under MAUSCRA to engage in cannabis activity.
- R. "Storefront Cannabis Dispensary" means a Dispensary which utilizes a retail storefront operation open to the public for retail sales.

- S. "Topical cannabis" means a product intended for external use. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.
- T. "Transport" means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting cannabis activity authorized by the MAUSCRA.
- U. "Transporter" means a person authorized to transport cannabis or cannabis products in amounts authorized by the State of California, or by one of its departments or divisions under the MAUSCRA.

12D-3 - Limitation on the Number of Cannabis Dispensaries.**A. Initial Maximum Number of Cannabis Dispensary Permits.**

1. Upon the effective date of this provision, the City Council may issue a maximum of up to one (0) cannabis dispensary permits to a qualified storefront retail cannabis dispensary or cannabis microbusiness at any one given time.
2. Upon the effective date of this provision, the City Council may issue a maximum of up to one (1) cannabis dispensary permits to a qualified delivery only cannabis dispensary at any one given time.
3. The dispensary permits shall be issued in accordance with the application and permit approval process contained in this Chapter 12D and resolutions adopted pursuant to this Chapter.
4. The cannabis dispensary must obtain a cannabis dispensary permit from the City before commencing operations, must be in compliance with all applicable state and federal laws pertaining to its operation, including obtaining all necessary licenses from the state, and shall comply with all applicable operational and zoning requirements set forth in the Colusa Municipal Code.
5. No cannabis dispensary permit shall be valid until either the city council approves a development agreement for the site, an operations agreement for a site, or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis dispensaries in the city.
6. Nothing in this Chapter creates a mandate that the City Council must issue one or more cannabis business permit to a cannabis dispensary if the City Council determines that there are no qualified applicants, the proposed locations for cannabis businesses are incompatible with neighboring land uses, or if the City Council determines that the issuance of a cannabis dispensary would have a negative effect on the health, safety, or welfare of the citizens or businesses of Colusa, or for any other reason allowed by law.

- B. City Council Review and Increased Maximum Number of Cannabis Dispensaries to be Issued.** Eighteen (18) months after the first cannabis dispensary permit is issued, the City Manager shall deliver a report to the City Council during a regular meeting which examines the positive and negative impacts that the cannabis dispensary has had on the community during the preceding eighteen (18) months. The report shall include, among other things, an analysis of how the cannabis dispensary has complied with state and local regulations, any positive or negative community and law enforcement impacts, and any revenue generated. If after hearing the report the City Council makes a determination that there are no significant consequences of allowing cannabis dispensaries to operate in the City, the City Council at its sole discretion may vote to expand the number of authorized cannabis dispensary permits to be issued up to a maximum of six dispensary permits. If the City Council takes no action, or finds that the impacts are unacceptable, then the maximum number and type of cannabis dispensaries authorized shall continue to be limited to one (1) retail storefront cannabis dispensary permits as provided in subdivision 1 above, and one (1) delivery only cannabis dispensary permits as provided in subdivision 2 above.

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

1. The City Council shall adopt by resolution the procedures which will govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any cannabis dispensary permit(s). The resolution shall authorize the City Manager or his or her

designee to prepare the necessary forms, adopt any necessary rules, regulations and processes, solicit applications, conduct initial evaluations of the applicants, and to ultimately provide a final recommendation to the City Council of the top applicant for consideration for retail storefront/microbusiness dispensary permits and the top applicants for consideration for delivery only dispensary permits.

2. At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.
3. After the initial review the City Manager or his designee will make a recommendation to the City Council, and the City Council shall make a final determination in accordance with the selection procedure set forth in the Resolution adopted by the City Council.

B. The City's Reservation of Rights:

The City reserves the right to reject any or all applications. The City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided a failure to comply with other requirements in this Chapter, an application RISKS BEING REJECTED for any of the following reasons:

1. Proposal received after designated time and date.
2. Proposal not containing the required elements, exhibits, nor organized in the required format.
3. Proposal considered not fully responsive to this request for permit application.
4. Proposal contains excess or extraneous material not called for in the request for permit application.

C. Expiration of Cannabis Dispensary Permits. A cannabis dispensary permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance. Cannabis dispensary permits may be renewed as provided in subsection E below.

D. Revocation of Permits. Cannabis dispensary permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to this Chapter 12D or applicable sections of Chapter 12F.

E. Renewal Applications.

1. An application for renewal of a cannabis dispensary permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
2. The renewal application shall contain all the information required for new applications.
3. The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter.
4. An application for renewal of a cannabis dispensary permit shall be rejected if any of the following exists:
 - a. The application is filed less than sixty (60) days before its expiration.
 - b. The cannabis dispensary permit is suspended or revoked at the time of the application.

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

12D-5 - Appeals.

- A. Appeals from Decisions of the City Manager or his Designee under this Chapter. Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Chapter from a decision of the City Manager or his or her designee, the appeal shall be conducted as prescribed in this Section.
- B. Written request for Appeal.
 - 1. Within ten (10) calendar days after the date of a decision of the City Manager or his designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.
 - 2. At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.
- C. Appeal Hearing.
 - 1. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the City.

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

12D-6 - Permittee Selection Process.

A. Selection and Review of Finalists.

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

If the selected permittee(s) is/are unable to fulfill all the requirements of obtaining the cannabis dispensary permit(s), the City Council, in its sole discretion, may award the permit to the next highest ranked applicants, or may begin the application process again to allow for selection of a new set of applicants.
6. Issuance of a cannabis dispensary permit does not create a land use entitlement. A cannabis dispensary permit shall only be for a term of twelve (12) months and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this Chapter and of the permit, have been complied with.
7. Notwithstanding anything in this Chapter to the contrary, the City Council reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no

right to a cannabis dispensary permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Chapter.

8. If an application is denied, a new application may not be filed for one (1) year from the date of the denial.
9. A person or entity granted a cannabis dispensary permit shall be required to pay the permit fee established by resolution of the City Council, to cover the costs of administering the cannabis dispensary permit program created in this Chapter."

B. Prohibition on Transfer of Cannabis Dispensary Permits.

1. Cannabis dispensary permits are not a property right, and permittees have no economic interest in any permit issued to them. No person may transfer ownership or control of a cannabis dispensary or transfer any cannabis dispensary permit issued under this Chapter without the express written consent of the City Manager after a finding, based on substantial evidence, that the sale or transfer is for financing or business restructuring purposes which will result in no substantial change of the management of the dispensary from the then current management team.
2. Any attempt to transfer ownership of a cannabis dispensary or of a cannabis dispensary permit without the express written consent of the City Manager shall render the cannabis dispensary permit void.
3. In any situation where a permit has been lost as a result of an attempted transfer of the cannabis dispensary permit or of the cannabis dispensary, or as a result of the abandonment or revocation of the permit, any new permit shall be issued using the standard process for the issuance of permits in the first instance. No preference shall be given to any person proposed as new owner or assignee by the former permit holder. In such case, prior to accepting any new applications, the City shall post the availability of the cannabis dispensary permit at issue on the City's website. The City Manager or his/her designee may take other actions to help ensure the broadest pool of applicants for the new permit.

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

- A. **City Business License.** Prior to commencing operations, a cannabis business shall obtain a City of Colusa business license.
- B. **Building Permits and Inspection.** Prior to commencing operations, a cannabis dispensary shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), fire department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.
- C. **Certification from Planning Director.** Prior to commencing operations, a cannabis dispensary must obtain a certification from the Planning Director certifying that the business is located on a site that meets all of the requirements of the City's Zoning and Municipal Code.
- D. **Right to Occupy and to Use Property.** As a condition precedent to the City's issuance of a cannabis dispensary permit pursuant to this Chapter, any person intending to open and to operate a cannabis dispensary shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from another person, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the cannabis dispensary on the owner's property.
- E. **Limitations on City's Liability.** To the fullest extent permitted by law, the City of Colusa shall not assume any liability whatsoever with respect to having issued a cannabis dispensary permit pursuant

to this Chapter or otherwise approving the operation of any cannabis dispensary. As a condition to the approval of any cannabis dispensary permit, the applicant shall be required to meet all of the following conditions before they can receive the cannabis dispensary permit:

1. They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Colusa, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of the cannabis dispensary permit, the City's decision to approve the operation of the cannabis dispensary or activity, to process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the cannabis dispensary or any of its officers, employees or agents.
2. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city attorney.
3. Reimburse the City of Colusa for all costs and expenses, including but not limited to attorney fees and costs and court costs, which the City of Colusa may be required to pay as a result of any legal challenge related to the City's approval of the applicant's cannabis dispensary permit, or related to the City's approval of a cannabis activity. The City of Colusa may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

12D-8 - Operating Requirements for Cannabis Dispensaries.

- A. Compliance with Laws. It is the responsibility of the owners and operators of the cannabis dispensary to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions which violate state law or local law with respect to the operation of a cannabis dispensary. It shall be the responsibility of the owners and the operators of the cannabis dispensary to ensure that the cannabis dispensary is, at all times, operating in a manner compliant with all applicable state and local laws, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the cannabis dispensary permit. Nothing in this Chapter shall be construed as authorizing any actions which violate state law with regard to the operation of a cannabis dispensary.
- B. Fees, Charges and Taxes.
 1. No person may commence or continue any cannabis activity in the City, without timely paying in full all fees, charges, and any applicable taxes required for the operation of a cannabis dispensary. Fees and charges associated with the operation of a cannabis activity shall be established by resolution of the City Council which may be amended from time to time.
 2. A cannabis dispensary authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Cannabis dispensaries shall cooperate with City with respect to any reasonable request to audit the cannabis dispensary's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.
- C. Hours of Operation. Storefront cannabis dispensaries or cannabis microbusinesses may be open for access to the public only between the hours of 8:00 A.M. and 8:00 P.M. Monday through Sunday. Delivery only cannabis dispensaries may operate only during the hours specified in the business's cannabis dispensary permit.

- D. Restriction on Consumption. Cannabis shall not be consumed on the premises of any cannabis dispensary.
- E. No outdoor storage of cannabis or cannabis products is permitted at any time.
- F. Reporting and Tracking of Product and of Gross Sales. Each cannabis dispensary shall have in place a point-of-sale tracking system to track and report on all aspects of the cannabis dispensary including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The cannabis dispensary shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or his/her designee.
- G. All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- H. Emergency Contact. Each cannabis dispensary shall provide the City Manager or his/her designee(s) with the name, telephone number (mobile preferred, if available) of an owner and or manager to whom emergency notice can be provided at any hour of the day.
- I. Signage and Notices.
1. In addition to the requirements otherwise set forth in this section, dispensary identification signage for a cannabis dispensary shall conform to the requirements of the Colusa Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.
 2. No signs placed on the premises of a cannabis dispensary shall obstruct any entrance or exit to the building or any window.
 3. Each entrance to a cannabis dispensary shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis dispensary is prohibited.
- J. Minors.
1. Persons under the age of eighteen (18) years shall not be allowed on the premises of a cannabis dispensary unless the person is accompanied by their own parent, guardian, or primary caregiver. Persons under the age of eighteen (18) years of age shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a storefront cannabis dispensary who is not at least twenty-one (21) years of age.
 2. The entrance to the cannabis dispensary shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) years of age is permitted to enter upon the premises of the cannabis dispensary unless the person is accompanied by their own parent, guardian, or primary caregiver.
- K. Odor Control. Odor control devices and techniques shall be incorporated in all cannabis dispensaries to ensure that odors from cannabis are not detectable off-site. Cannabis dispensaries shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis dispensary that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis dispensary. As such, a cannabis dispensary must install and maintain the following equipment, or any other equipment which the City Manager or his/her designee(s) determine is a more effective method or technology:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally. The dispensary applicant shall provide a statement from the exhaust air filtration manufacturer that the system has been designed to achieve the above standard based on the specific building size and layout.
 2. An air system that creates negative air pressure between the cannabis dispensary's interior and exterior, so that the odors generated inside the cannabis dispensary are not detectable on the outside of the cannabis dispensary. The dispensary applicant shall provide a statement from the air system manufacturer that the system has been designed to achieve the above standard based on the specific building size and layout.
- L. Display of Permit and City Business License. The original copy of the cannabis business permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the cannabis dispensary in a location readily visible to the public.
- M. Background Check.
1. Pursuant to California Penal Code sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes, and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, or supervisor of the cannabis business must submit fingerprints and other information deemed necessary by the City Manager or his/her designee(s) for a background check by the Colusa Police Department. Pursuant to California Penal Code sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record, no person shall be issued a permit to operate a cannabis business unless they have first cleared the background check, as determined by the Chief of Police, as required by this section.
 2. A fee for the cost of the background investigation, which shall be the actual cost to the City of Colusa to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a cannabis business permit is submitted. The applicant(s) shall provide an initial deposit in an amount the City Manager or his/her designee(s) estimates will cover the cost of the background investigation, which shall be used and drawn upon as a retainer to cover the actual costs of such investigation. If this amount is not sufficient, the applicant shall provide additional amounts that are necessary and if the applicant is unable to provide the additional amounts necessary to complete the investigation, the investigation shall cease and shall not continue until such additional amounts are paid. Upon completion of the investigation or in the event the applicant withdraws their application, any fees paid for this process will be deemed non-refundable.
 3. The City shall not disseminate background check results information to any private party.
 4. When reviewing background check results, the Chief of Police shall verify that applicants have not been convicted of any crimes listed in Business and Professions Code section 26057. Applicants found to have committed any crimes listed in Business and Professions Code Section 26057 shall fail the background and shall be ineligible for a City cannabis business permit.
- N. Loitering. The owner and/or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises of the business.
- O. Permits and other Approvals. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which

may be applicable to the zoning district in which such cannabis business intends to establish and to operate.

- P. All cannabis business permittees other than cannabis dispensary businesses must comply with the following security requirements:
1. A cannabis business permittee shall comply with the security plan that is approved by the City Manager, which plan may include building specifications, lighting, alarms, and state-licensed security personnel.
 2. Each security plan approved by the City Manager must include the following:
 - a. Security surveillance cameras. Security surveillance cameras and a video recording system must be installed to monitor all doors into the buildings on the business site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights of way. The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the business site. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive.
 - b. Security video recording and retention. Video from the security surveillance cameras must be recording at all times (24 hours a day, seven days a week) and the recording shall be maintained for at least 30 days. The video recordings shall be made available to the city upon request.
 - c. Alarm system. Professionally and centrally monitored fire, robbery, and burglar alarm systems must be installed and maintained in good working condition. The alarm system must include a private security company that is required to respond to every alarm.
 3. A cannabis business permittee shall report to the City Police Department all criminal activity occurring on the cannabis business site.

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

- A. Records and Recordkeeping.
1. Each owner and operator of a cannabis dispensary shall maintain accurate books and records, detailing all of the revenues and expenses of the dispensary, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a cannabis business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each cannabis dispensary shall file a sworn statement detailing the number of sales by the cannabis dispensary during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.
 2. Each owner and operator of a cannabis dispensary shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis dispensary, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis dispensary. The register required by this paragraph shall be provided to the City Manager or his/her designee(s) upon a reasonable request.
 3. Each cannabis dispensary shall maintain a record of all persons, patients, collectives and primary caregivers served by the cannabis dispensary, for a period of no less than as required by state law.
 4. Cannabis dispensaries shall maintain records of their inventory acquired, including the name and address of each supplier, the date of acquisition and the quantity acquired from each supplier, and

the location of the cultivation of the supplier, and shall maintain a copy of the supplier's state license to cultivate (if required).

5. Subject to any restrictions under state or federal law, each cannabis dispensary shall allow City of Colusa officials to have access to the dispensary's books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City.

B. Security Measures.

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

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

12D-10 - Delivery by Cannabis Dispensary Permitted.

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

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

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

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

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

12D-12 - Violations and Enforcement.

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

SECTION 2.

Section 12F, "Cannabis Businesses Regulatory Permit," of the Colusa Municipal Code is hereby repealed and replaced as set forth below:

**CHAPTER 12F.
CANNABIS BUSINESSES REGULATORY PERMIT.**

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

Cannabis businesses shall be permitted, in accordance with the criteria and procedures set forth in this Code, upon application and approval of a regulatory permit pertaining to the operation of the facility. Prior to obtaining a regulatory permit under this chapter, all applicants must obtain and maintain a cannabis business special use permit pertaining to the location of the facility or show proof of a business relationship as a tenant or subcontractor of an entity holding a cannabis business special use permit, which has been validly issued by the city per the Code. Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the provisions of the Medicinal and Adult Use of Cannabis Regulation and

Safety Act, Cal Bus & Prof Code Section 26000 et seq. ("MAUCRSA"), the city is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-related activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the state, or any of its departments or divisions, shall be the minimum standards applicable in the city to cannabis, and/or cannabis-related activity.

Sec. 12F-2. Cannabis business facilities.

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

Sec. 12F-3. Regulatory permit required.

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

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

- A. Application. Applications for regulatory permits shall be filed by the proposed business owner(s) with the city manager or designee and include the information set forth herein. The city manager or designee may request such information he or she deems necessary to determine who the applicant is. The applicant shall certify under penalty of perjury that all of the information contained in the application is true and correct. The application shall contain the following items for the business owner, operator and all responsible parties known at the time (if different than the business owner), and any other party designated below, to the extent the same shall apply:
1. The full name, present address, and telephone number, including such information to identify the premises owner.
 2. Date of birth.
 3. Tax identification number.
 4. The address to which notices relating to the application is to be mailed.
 5. Previous addresses for the five years immediately preceding the present.
 6. The height, weight, color of eyes and hair.
 7. Photographs for identification purposes (photographs shall be taken by the police department).
 8. All business, occupation, or employment for the five years immediately preceding the date of submittal of the application form.
 9. The cannabis operation business history, including whether the business owner and responsible parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefor, and the business or activity or occupation subsequent to such action of suspension or revocation.
 10. Complete property ownership and lease details, where applicable. If the business owner is not the premises owner, the application form must be accompanied with a notarized acknowledgment from the premises owner that cannabis operations will occur on its property.
 11. A descriptive business plan for the cannabis operation, including a detailed list of all cannabis business operations and activities proposed to occur on the premises.
 12. A diagram and floor plan of the entire premises, denoting all areas of the site proposed for the cannabis business operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared by a licensed design professional but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.
 13. The name or names of the operator. The operator shall designate one or more responsible parties, one of which shall at all times be available as a point of contact for the city, twenty-four hours per day. The contact information and schedule of the operator and responsible parties shall be provided to the city manager or designee and updated within twenty-four hours of any changes.
 14. The proposed security arrangements for ensuring the safety of persons and to protect the premises from theft.

15. An accurate straight-line drawing prepared within thirty days prior to the application depicting the building and the portion thereof to be occupied by the cannabis operation and the property line of any school as set forth in the operational requirements.
 16. Authorization for the city, its agents and employees to seek verification of the information submitted.
- B. **Improper or Incomplete Application.** If the applicant has completed the application improperly, or if the application is incomplete, the city manager or designee shall, within thirty days of receipt of the original application, notify the applicant of such fact.
 - C. **Changes in Information.** Except as may otherwise be provided, the information provided in this subsection shall be updated to the city manager or designee upon any change within ten days.
 - D. **Other Permits or Licenses.** The fact that an applicant possesses other types of state or city permits or licenses does not exempt the applicant from the requirement of obtaining a regulatory permit.
 - E. **Term of Permits and Renewals.** Regulatory permits issued under this chapter shall expire one year following the date of issuance. Applications for renewal shall be made at least forty-five days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the city manager or designee shall renew annual permits for additional one-year periods if the circumstances and information provided with the initial application have not materially changed.
 - F. **Grounds for Denial of Regulatory Permit.** The grounds for denial of a regulatory permit shall be one or more of the following:
 1. The business or conduct of the business at a particular location is prohibited by any local or state law, statute, rule or regulation.
 2. The business owner or operator has been issued a local or state permit related to cannabis operations in any other location in California, or another state, and that permit was suspended or revoked, or the business owner or operator has had disciplinary action relating to the permit.
 3. The business owner or operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.
 4. Consistent with the Act or other applicable state law, the business owner or operator, or any responsible person, has been:
 - a. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 - b. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
 - c. Convicted of a misdemeanor involving moral turpitude as defined under state law (generally crimes relating to theft and dishonesty) within the five years preceding the date of the application; or
 - d. Convicted of a felony involving the illegal use, possession, transportation, distribution, or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a certificate of rehabilitation as defined in the Act; or

- e. Has engaged in misconduct related to the qualifications, functions, and duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a state license under the Act.
 - f. A conviction within the meaning of this subsection means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
5. Consistent with the Act or other applicable state law, the business owner or operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
 6. The business owner or operator is under eighteen years of age, or any older other age set by the state.
 7. The cannabis operation does not comply with the zoning ordinance standards of the City of Colusa.
 8. The required annual business license fee, annual regulatory fee or revenue raising fee has not been paid.
- G. Notice of Decision and Final Action.
1. Regulatory Permit. Action on the regulatory permit shall be as follows:
 - a. The city manager or designee shall cause a written notice of his or her recommendation on the issuance or denial of a regulatory permit, and the date and time when the city council will consider action on the regulatory permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.
 - b. Following a public hearing before the city council, the council may grant the regulatory permit subject to such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the regulatory permit for any of the grounds specified in this section. The decision of the council shall be final, subject to judicial review below.
- H. Suspension and Revocation of Regulatory Permit.
1. Regulatory Permit. The city council may suspend or revoke the regulatory permit of a commercial cannabis operation when any of the following occur:
 - a. The cannabis operation is conducted in violation of any provision of this section, the Act, or any other applicable state law.
 - b. The cannabis operation is conducted in such a manner as to create a public or private nuisance.
 - c. A failure to pay the regulatory fee required by this section.
 - d. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside or outside the premises, traffic control problems, or obstruction of the operation of another business.
 - e. A failure to comply with the terms and conditions of the regulatory permit or any cannabis business special use permit issued in connection therewith.
 - f. Any act which would be considered grounds for denial of the regulatory permit in the first instance.
 2. Procedures for Revoking Regulatory Permits. For regulatory permits, the procedures for revoking cannabis business special use permits shall be utilized except that the matter shall be

heard by the city council in the first instance and shall be subject to the same judicial process as applied to a cannabis business special use permit.

3. Immediate Suspension. The city manager or designee may immediately suspend or revoke a regulatory permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:
 - a. The business owner or operator is convicted of a public offense in any court for the violation of any law which relates to the cannabis operation.
 - b. The city manager or designee determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The city manager or designee shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.
- I. Effect of Denial or Revocation. When the city council shall have denied a regulatory permit or revoked a regulatory permit, no new application for a regulatory permit shall be accepted and no regulatory permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one year after the action denying or revoking the regulatory permit.
- J. Abandonment. In addition to the suspension or revocation of a regulatory permit, a regulatory permit shall be deemed abandoned if cannabis operations cease for a period of more than ninety consecutive days. Before restarting operations, a new regulatory permit shall be secured. The ninety-day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor; materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.

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

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

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

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

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

Sec. 12F-7. Hours.

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

Sec. 12F-8. Cannabis secured.

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

Sec. 12F-9. Consumable cannabis products.

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

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

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

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

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

Sec. 12F-12. Odor control.

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

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

Sec. 12F-13. Records.

- A. All cannabis business facilities shall perform an inventory on the first business day of each month and shall record the total quantity of each form of cannabis on the premises. These records shall be maintained for two years from the date created and shall be made available to the city manager or designee upon request.

- B. Register of Employees. The operator shall maintain a current register of the names of persons required to have employee permits. The register shall be available to the city manager or designee at all times immediately upon request.

Sec. 12F-14. Community relations.

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

Sec. 12F-15. Compliance.

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

Sec. 12F-16. Inspections and enforcement.

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

5. The cannabis business facility fails to allow inspection of the security recordings, the activity logs, or the premises by authorized city officials.

Sec. 12F-17. Confidentiality statement.

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

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

Notwithstanding the foregoing, the city may disclose confidential information:

- A. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the city shall notify the operator and provide the operator with a reasonable opportunity to obtain a protective order before disclosing the confidential information.
- B. In connection with any city enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the confidential information is relevant to the proceeding.

Sec. 12F-18. Permits not transferable.

Prohibition on Transfer of Cannabis Business Permits.

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

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

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

A. Any violation of any of the provisions of this chapter is unlawful and a public nuisance.

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

Sec. 12F-20. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Colusa.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. ENVIRONMENTAL DETERMINATION. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this ordinance amending the Municipal Code will have a significant effect on the environment.

SECTION 4. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 5. EXECUTION.

The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER 2023 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: November 21, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

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

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

BACKGROUND ANALYSIS:

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

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

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

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

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

Location and Setting

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

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

Greater Project Site (as approved within GDP)



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

ANALYSIS:

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

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

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

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

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

Drainage:

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

Given the higher ground water table at the Project site and the possibility of levee under seepage (as discussed above) the Project will be subject to conditions of approval that require presentation of a thorough and comprehensive storm drainage **plan for the ultimate Project build-out. This drainage plan is required as a component of the conditional use permit**

process prior to issuance of any building permits. Any drainage plan serving the entire Project area (or any portion of the Project area associated with phasing of the development improvements) shall be prepared by a registered civil engineer and submitted to the City Engineer for review and potential approval.

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

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

ENVIRONMENTAL REVIEW:

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

BUDGET IMPACT:

None

STAFF RECOMMENDATION:

Approve Resolution 23-
Conditions of Approval for Conditional Use Permit 01-23

ATTACHMENTS

Mitigation Monitoring and reporting program
Comment Letters
Updated project description

RESOLUTION NO. 23-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the IS/MND prepared for the Project concluded that groundwater elevations beneath the Property were heavily influenced by surface water elevations in the Sacramento River; and

WHEREAS, the Project with all conditions of approval is consistent with the sustainability goals and objectives of the *State of California Sustainable Groundwater Management Act (SGMA)*, effective January of 2015, to avoid chronic lowering of groundwater levels, reduction of groundwater storage, seawater intrusion, land subsidence, water quality degradation, and depletions of interconnected surface water;

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

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

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

Passed and adopted this 21st day of November 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

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

General Conditions

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

Architectural Conditions

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

Access / Parking Conditions

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

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

Drainage / Grading Conditions

1. The owner/developer shall submit a comprehensive storm drainage plan for the ultimate development build out, any interim drainage plan serving the entire project area, or any portion of the project area associated with phasing of the development improvements, and such plan shall be prepared by a registered civil engineer and submitted to the City Engineer for approval. The drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at offsite downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the owner/developer shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures, and detention facilities. The Storm Drainage Plan shall be reviewed and approved by the City Engineer prior to any Project site grading or construction. The storm basin shall be designed and constructed in a manner that does not result in the degradation of quality of the underlying groundwater resource or to nearby domestic wells resulting from operation of the storm water basin.
2. The owner/developer shall pay the cost associated with all improvements required by the Storm Drainage Plan and an appropriate reimbursement agreement shall be drafted to reimburse the owner/developer for oversized improvements on a pro rata basis per the project-level reimbursement agreement.
3. Drainage and stormwater basin system improvements shall be completed prior to any building occupancy.
4. Plans for the project storm water basin are within the jurisdiction of the Colusa County Airport Land Use Commission (ALUC). Such plans shall be reviewed by the ALUC for a determination of consistency with Colusa County Airport Land Use Compatibility Plan

(ALUCP).

Landscaping Conditions

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

Sewer / Water System Conditions

1. The owner/developer shall connect to the City water consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City water system including connection and impact fees. City water shall only provide potable water supply for the Project. If the City water system is to be connected to the Project irrigation system and to used or provide irrigation water for the cultivation of the cannabis crop the property will pay his or her fair share of planning and construction of a new City well, fair share shall be determined highest gallons per minute needed, example of fair share if the project highest demand is 500 gallons a minute and the City designs and constructs a 1,000 gallon per minute well the project would be responsible for 50% of the design and construction of the new well.
2. The owner/developer shall connect to the City sewer system consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City sewer system including connection and impact fees.
3. The owner/developer shall site, obtain a permit, construct, and operate a new groundwater well for irrigation supply on the Property in a manner that will not result in any one of the following undesirable results of the underlying groundwater resource, as defined by SGMA: chronic lowering of groundwater levels, reduction of groundwater storage, seawater intrusion, land subsidence, water quality degradation, and depletions of interconnected surface water. Additionally, construction and operation of the new groundwater well shall not interfere with the function of nearby existing wells.
4. The new groundwater well for the Project shall comply with all requirements of the *California Department of Water Resources Bulletin 118* and subsequent revisions, Colusa County Department of Environmental Health and CGA GSA requirements, the State of California Executive Order N-7-22 (enacted March 28, 2022), and any applicable CEQA requirements.
5. The owner/developer shall properly destroy the existing groundwater well on the Property located adjacent to the toe of the west levee of the Sacramento River within one (1) year of drilling the new groundwater well for Project irrigation water supply. The well shall be properly destroyed in accordance with all requirements of *the California Department of Water Resources Bulletin 118* and subsequent revisions, and Colusa County Department of Environmental Health and CGA GSA requirements.



MO devco LLC
706 Foxglove Cir.
Winters, CA 95694

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

PROJECT NAME
Colusa Farms
PROJECT NO.
001-2023

ISSUE
10/16/2023
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Colusa California

COLUSA FARMS

Pomona Rio Property, LLC
Colusa Riverbend Estates

UPDATED
Design review Package
Date: October , 2023



COVER PAGE

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



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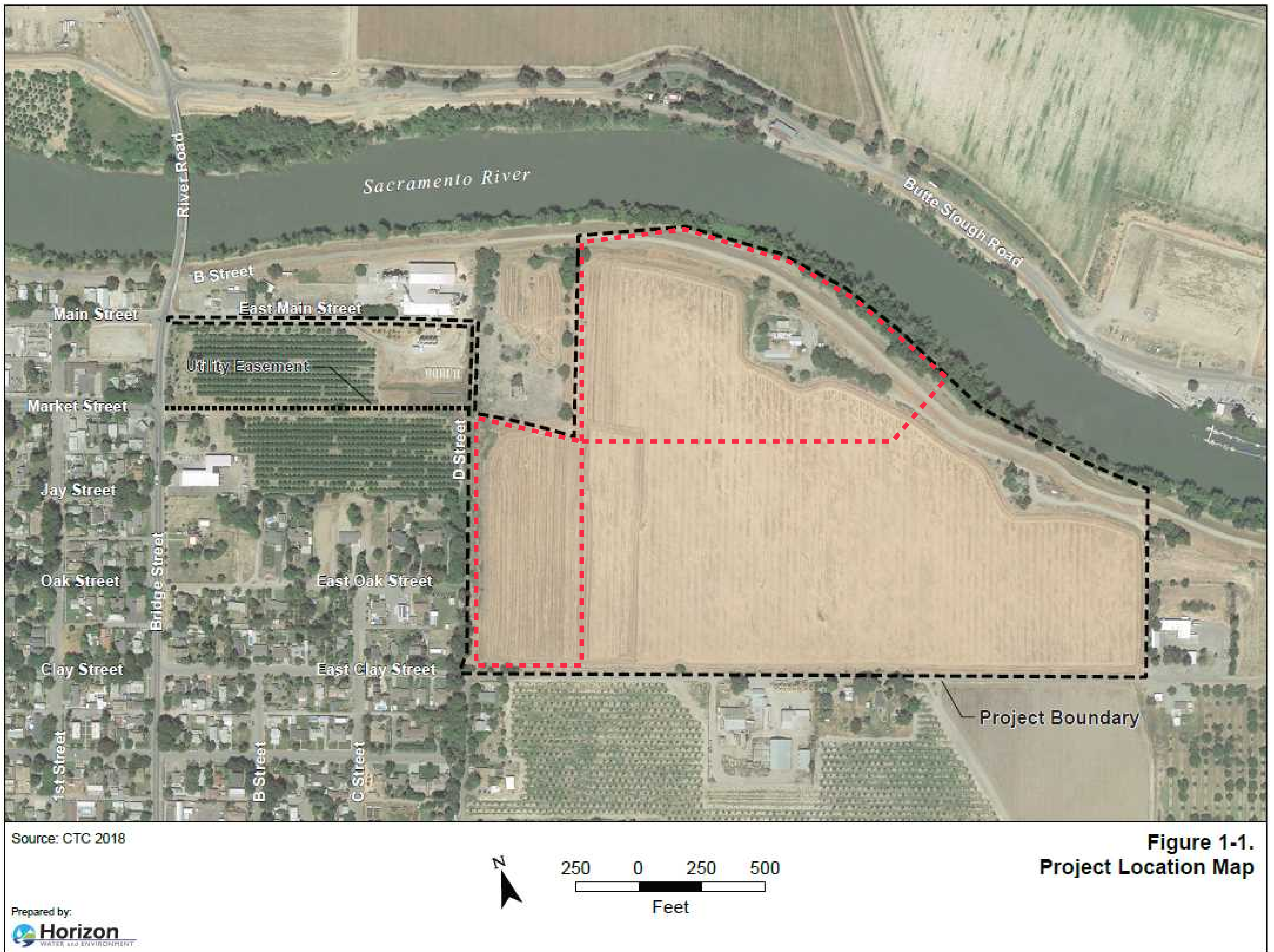
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LOCATION MAPS



COLUSA FARMS



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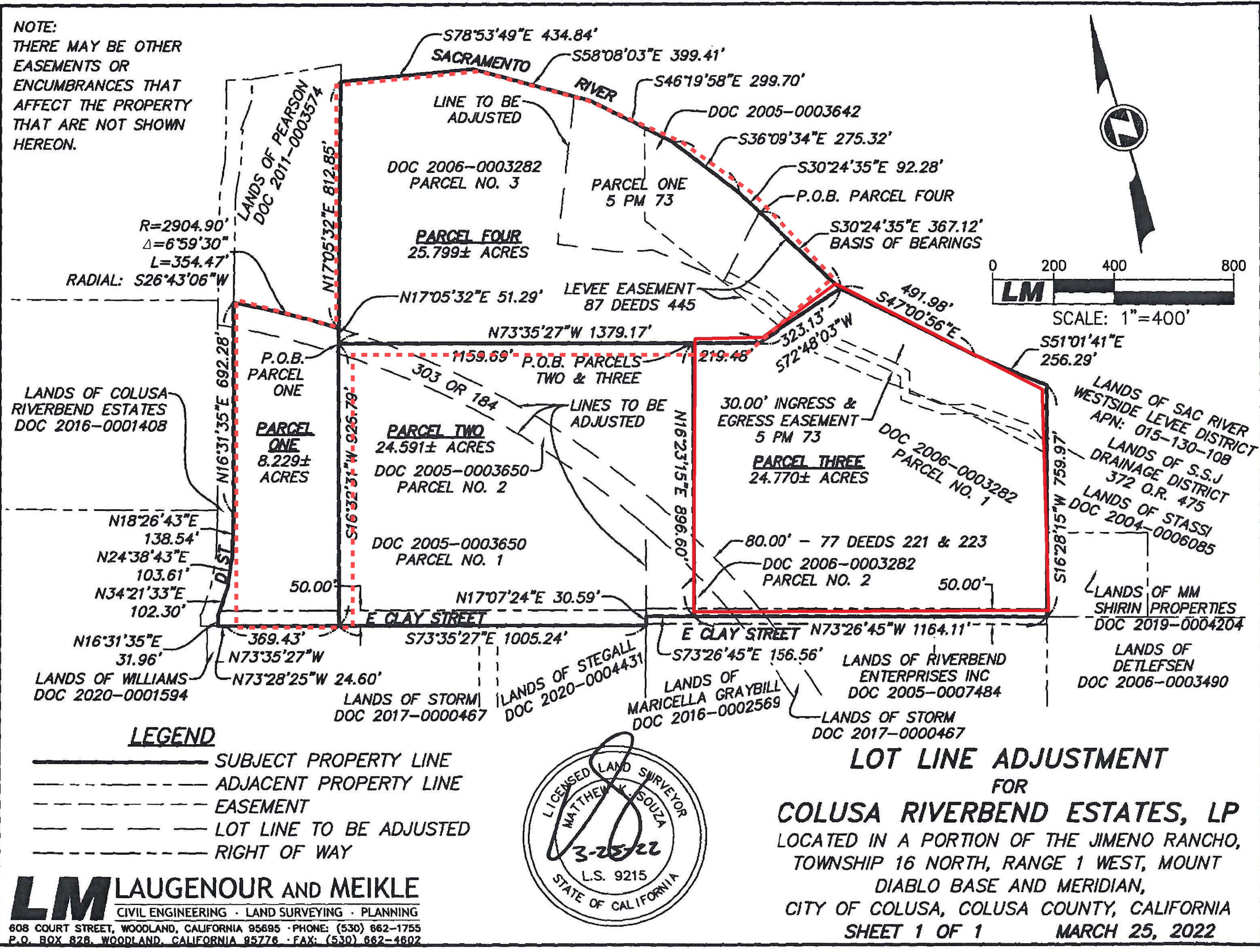
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LOT LINE ADJUSTMENT
PERIMETER PROPERTY LINE

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



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

R=2904.90'
Δ=6°59'30"
L=354.47'
RADIAL: S26°43'06"W

0 200 400 800
LM
SCALE: 1"=400'

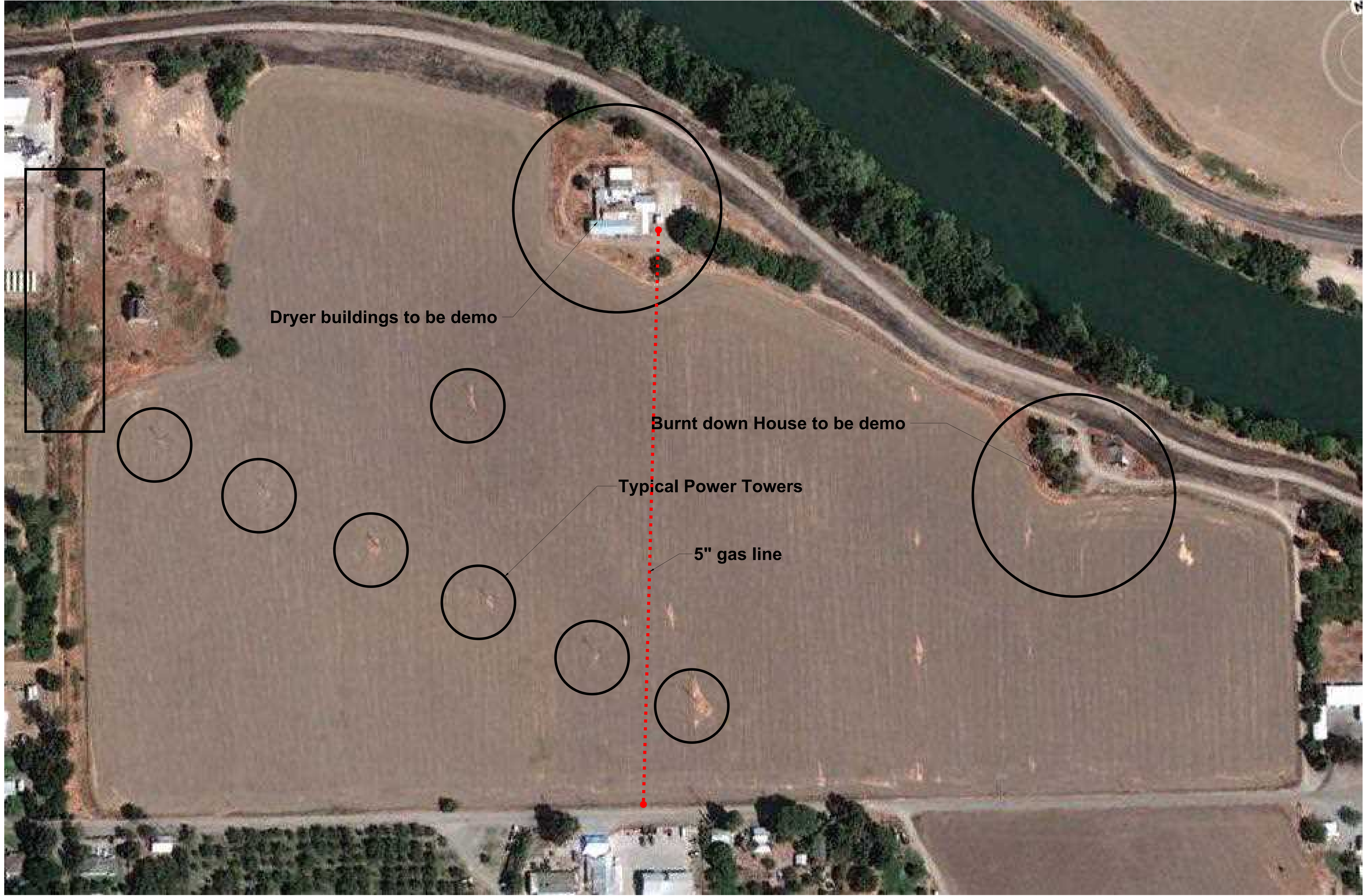
LEGEND

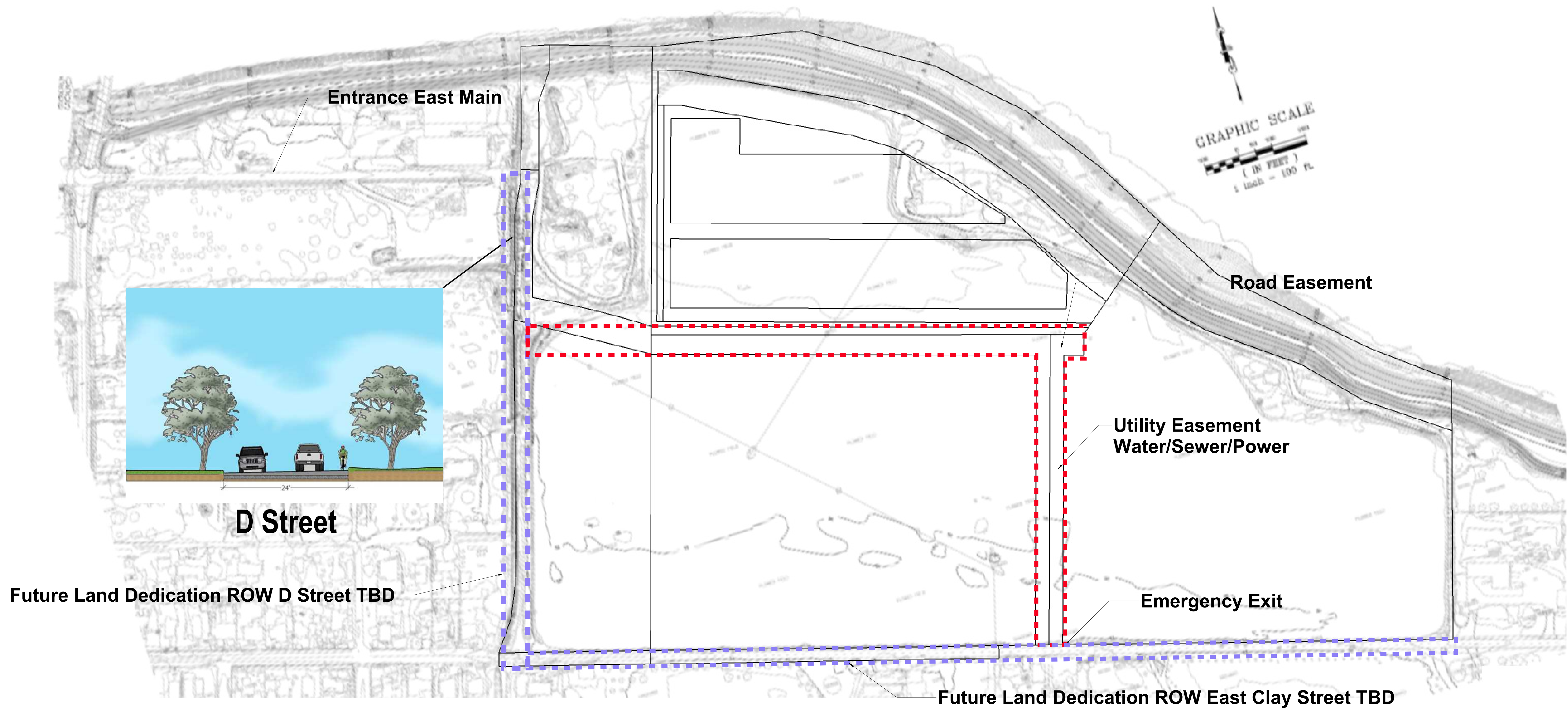
- SUBJECT PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - EASEMENT
- - - LOT LINE TO BE ADJUSTED
- - - RIGHT OF WAY

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



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





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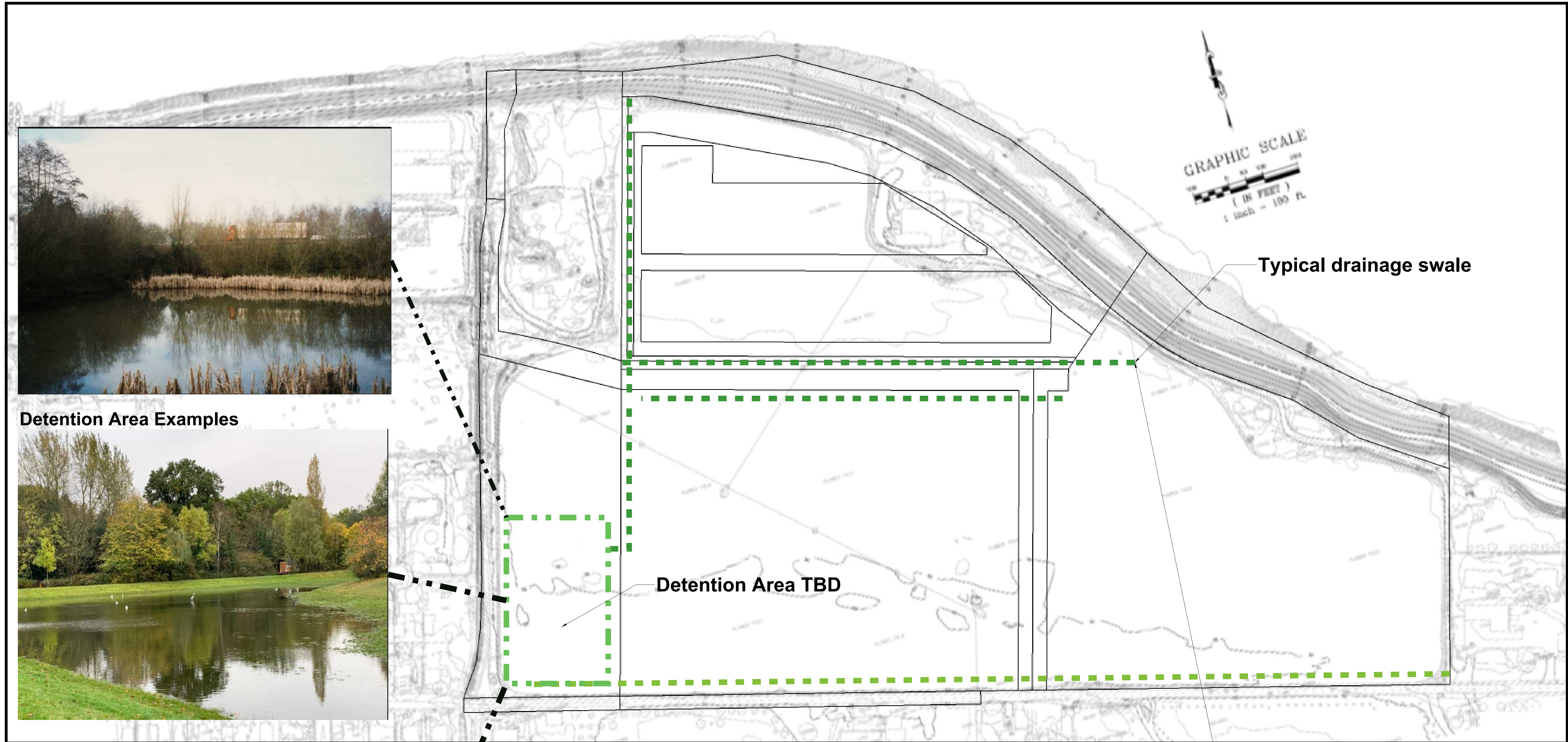
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**PROPOSED EASEMENTS
 (ROAD & UTILITIES)**

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

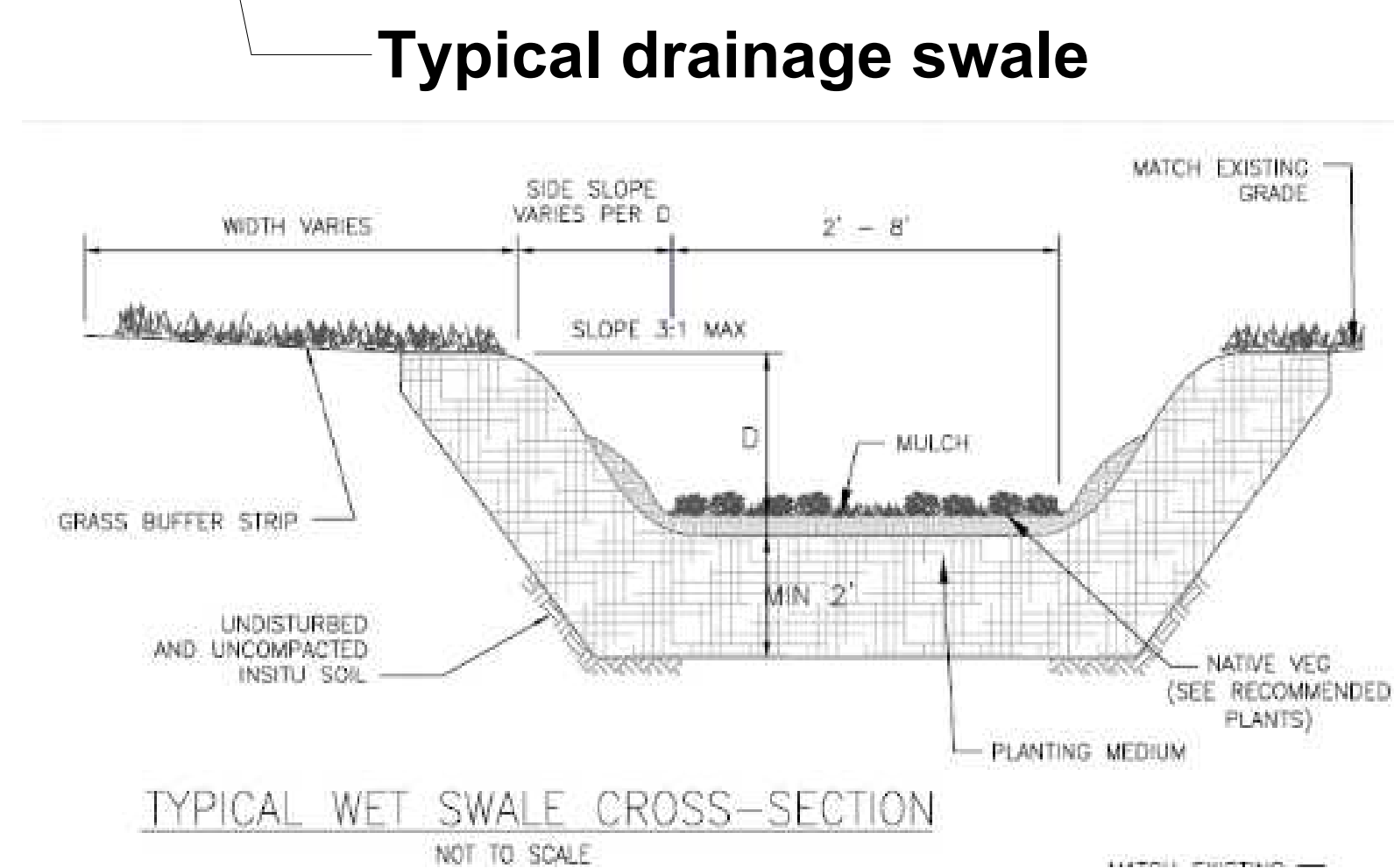
All roads within the Colusa Farms Business Park are private roads and will be maintained by the property owners. The project will provide an emergency road for local Public Service that will extend through the project and circulate around the project turning south until intersecting with East Clay. The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



Detention Area Examples



Detention Area Example





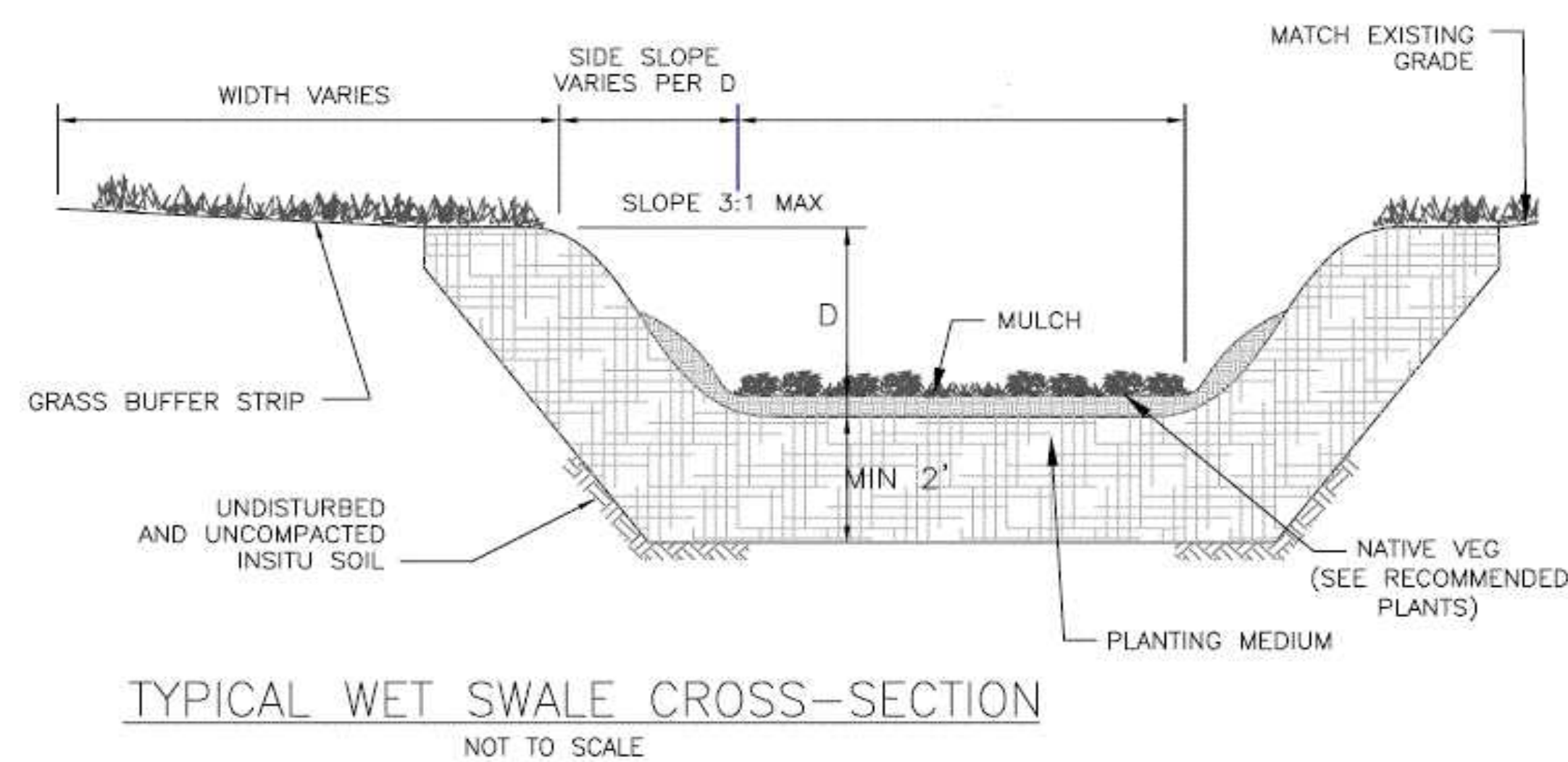
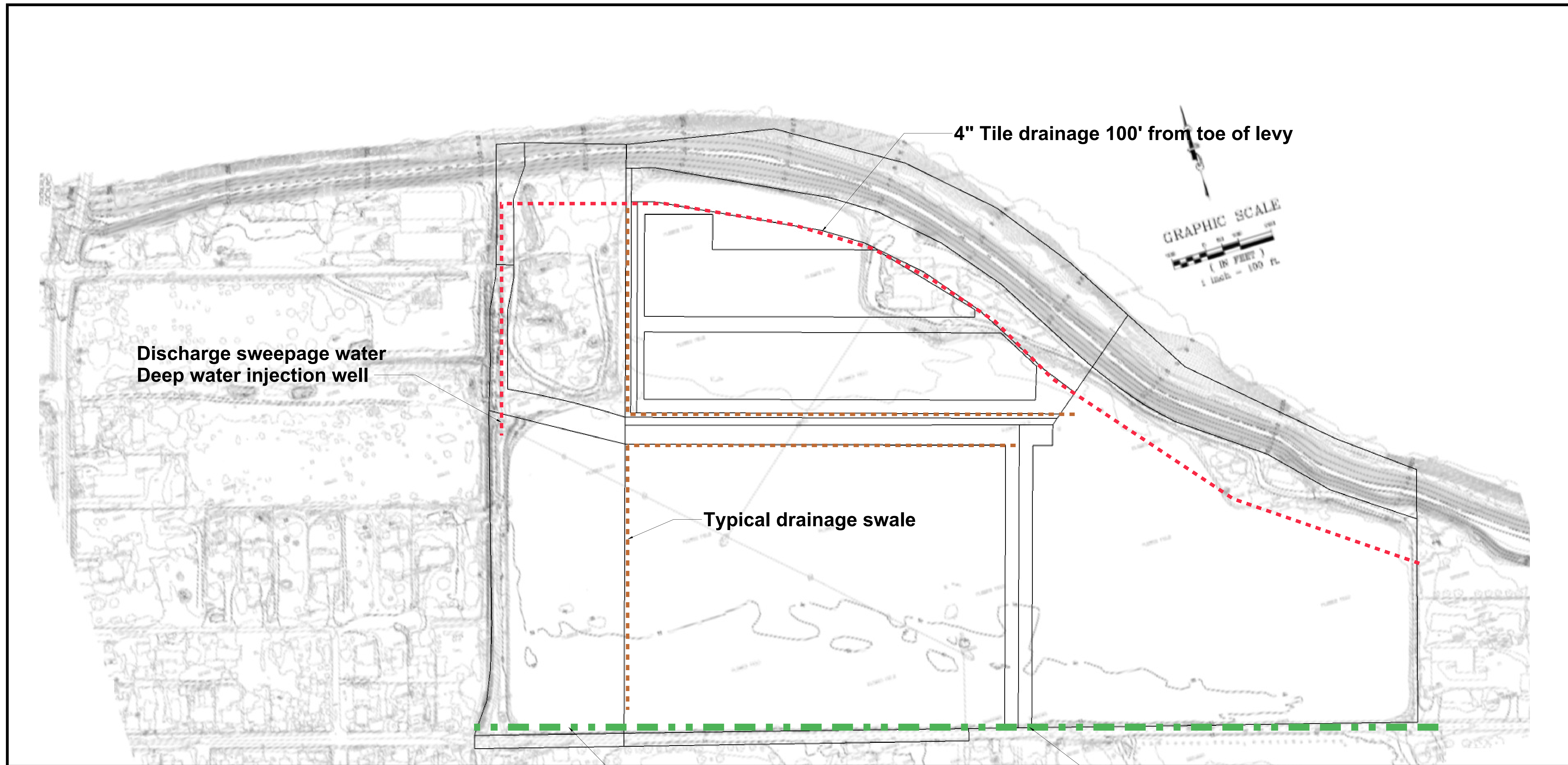
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STORM DRAINAGE SYSTEM (M-1)



Drainage Swale (Typical Wet Swale)

Connect to existing 16" CP culverts (2)

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



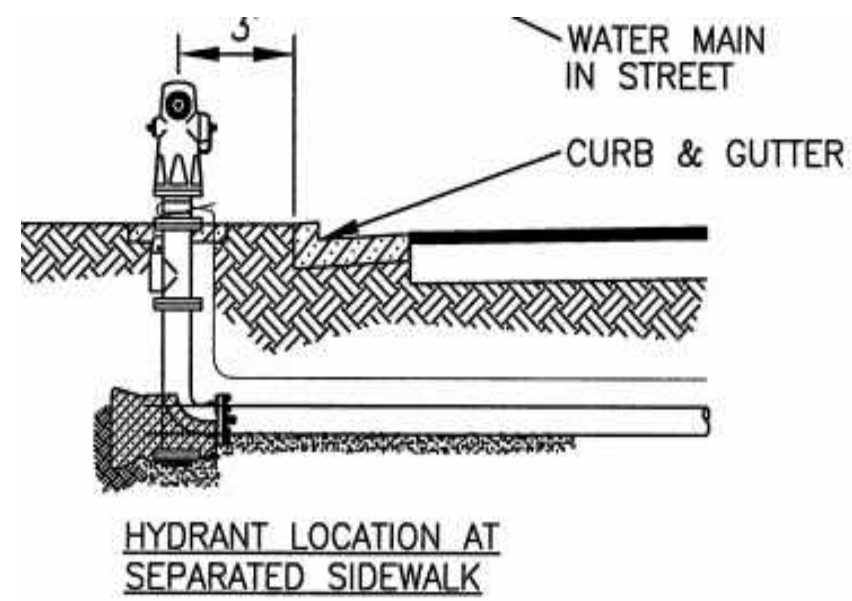
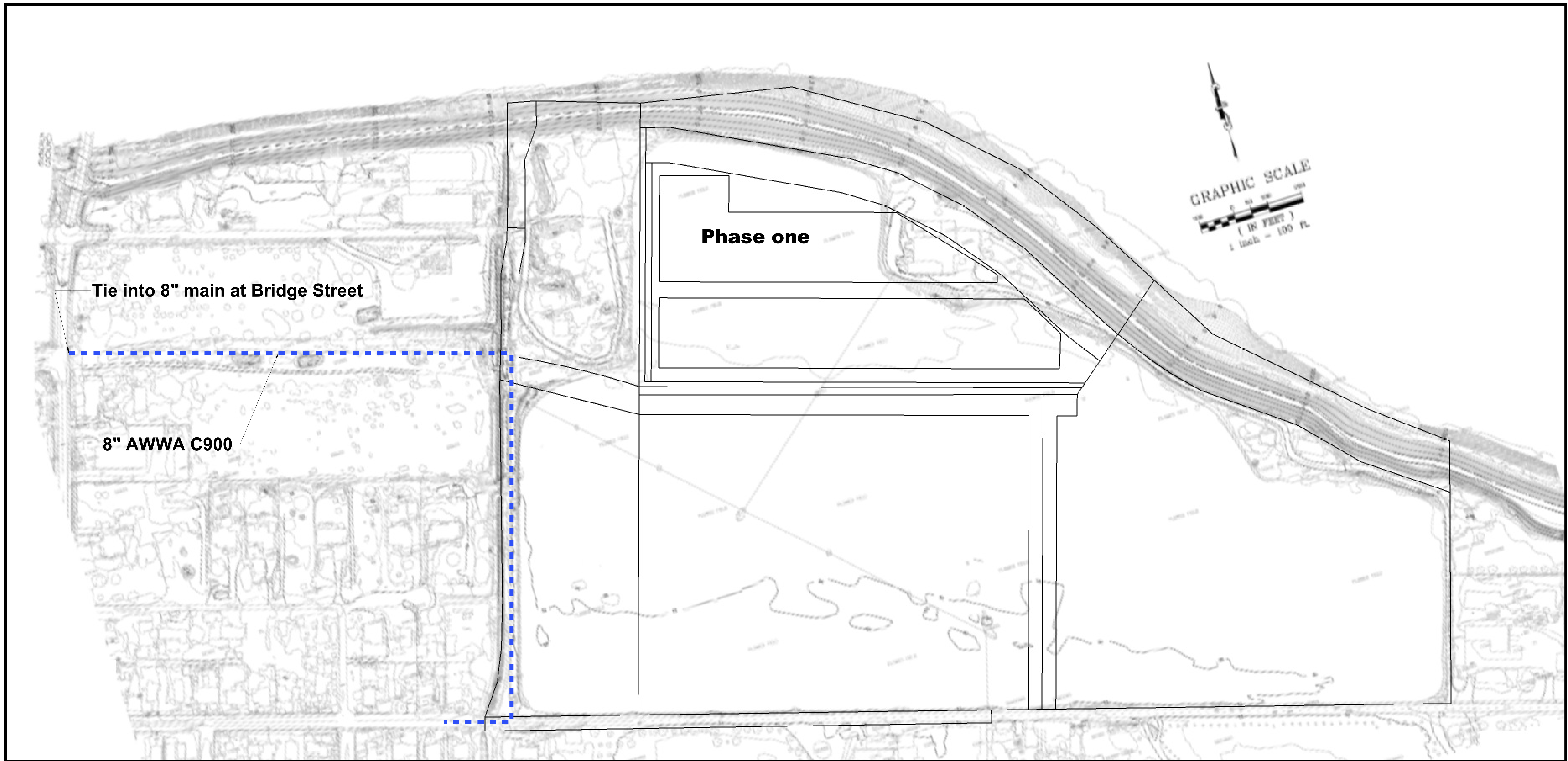
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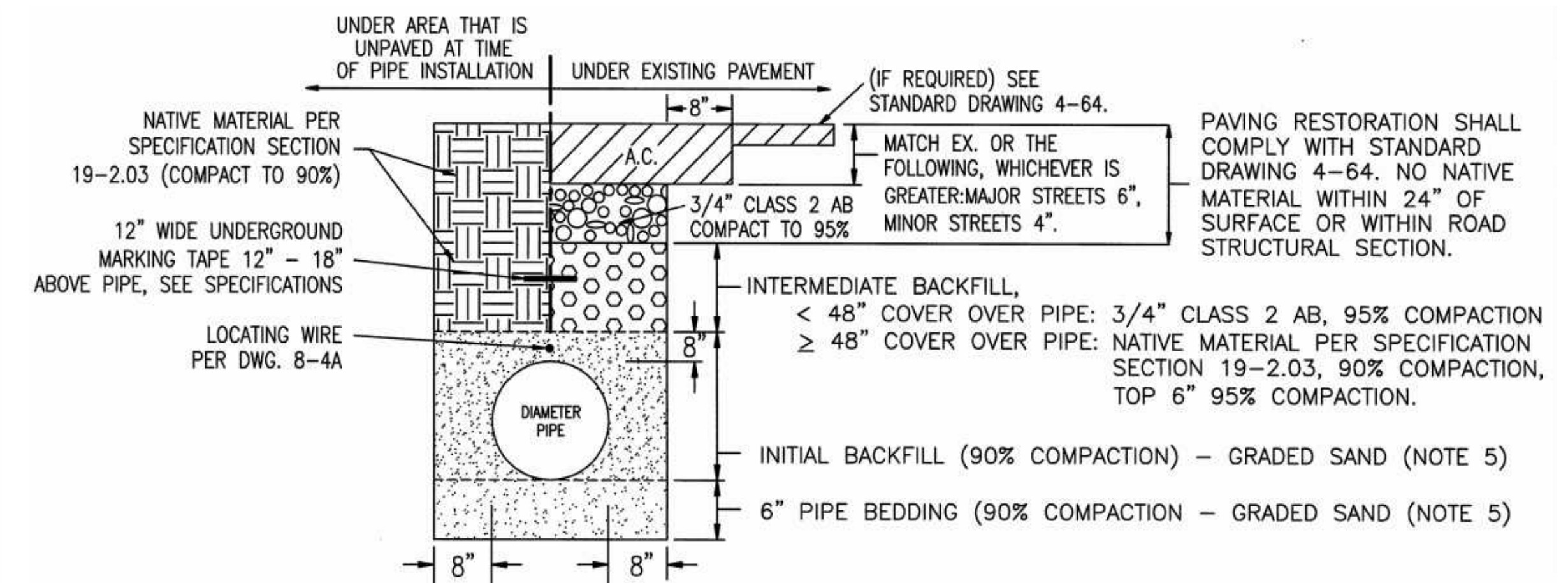
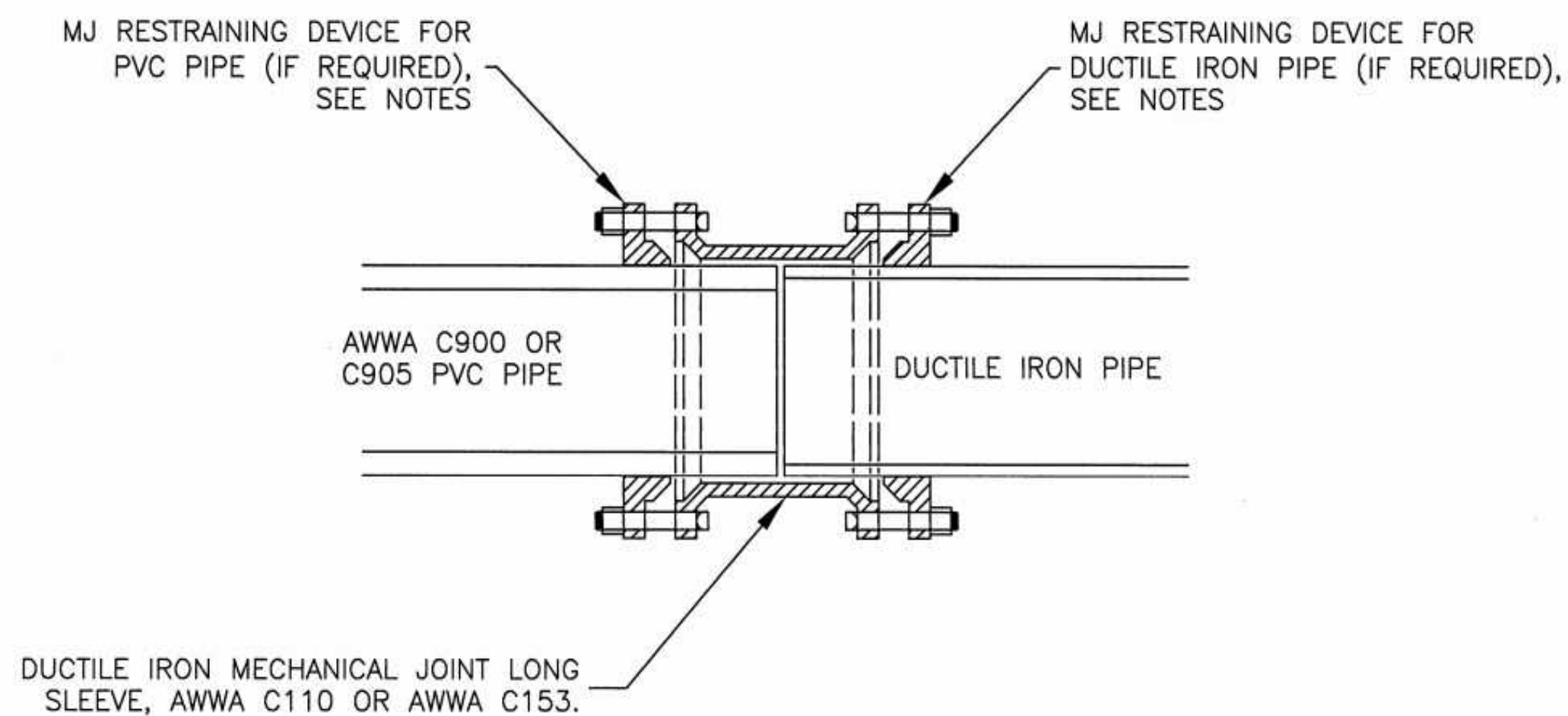
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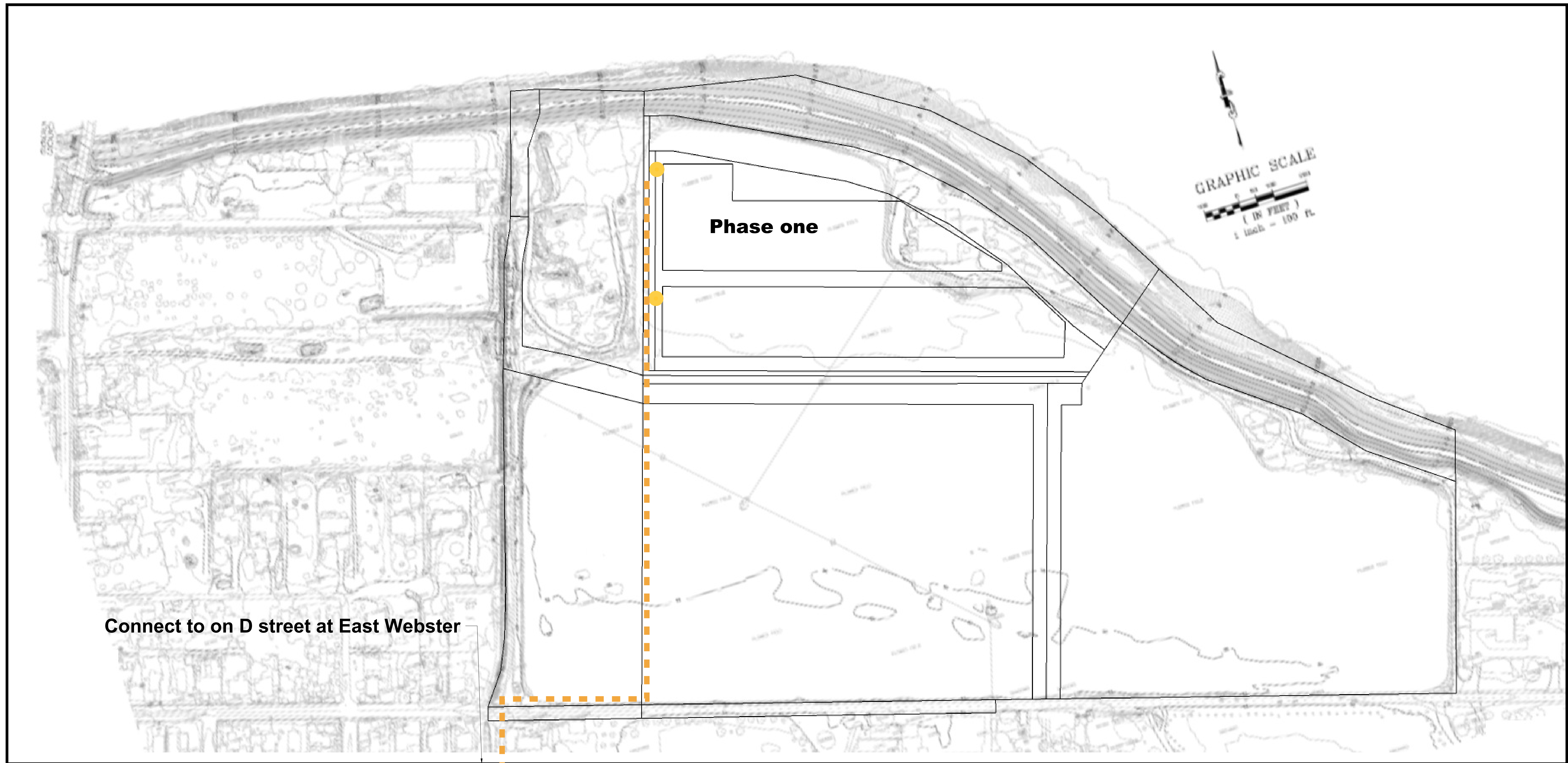
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WATER SYSTEM (M-1)



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





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

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

Features

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

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

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

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

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



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SEWER SYSTEM (M-1)

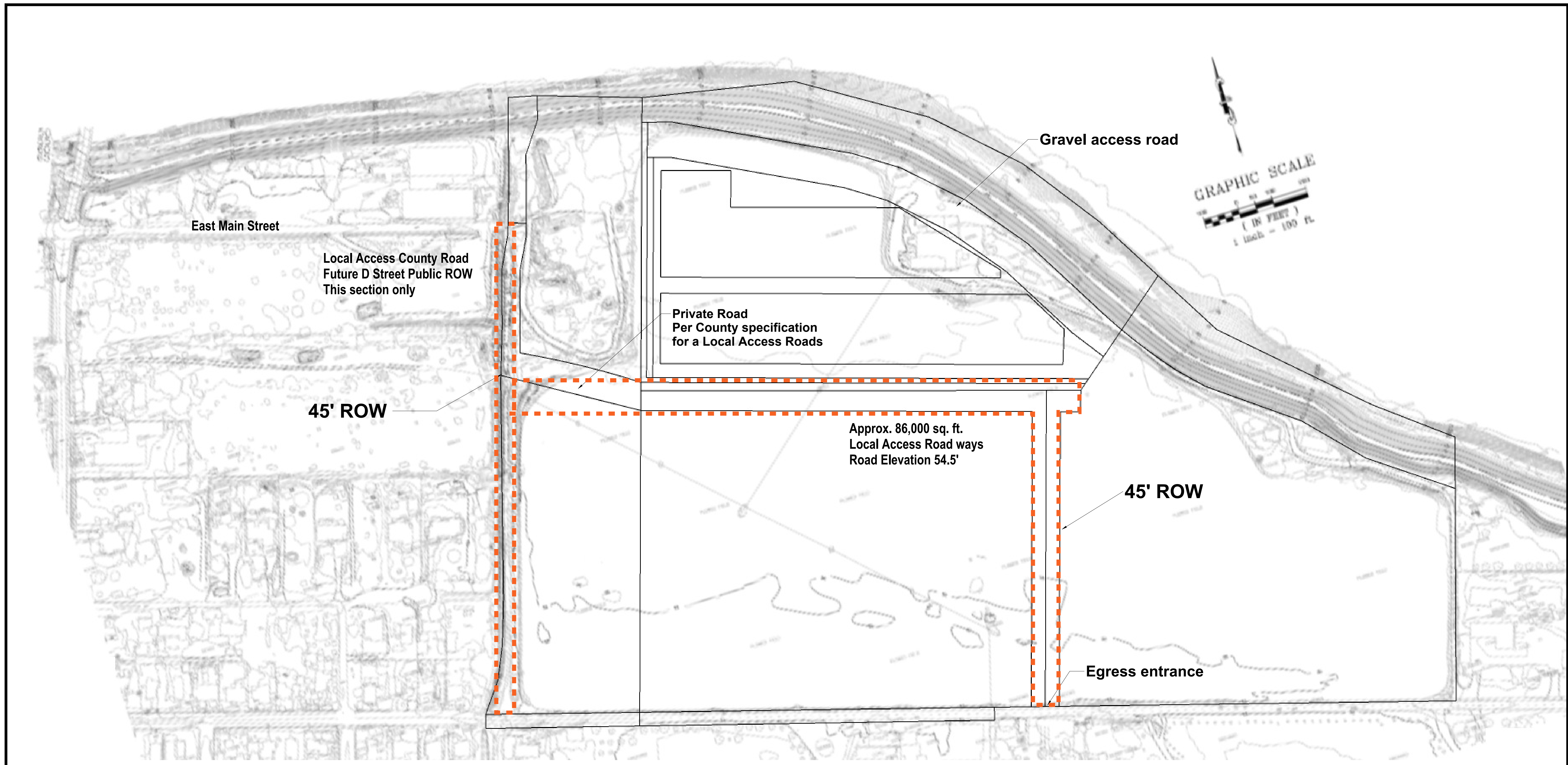


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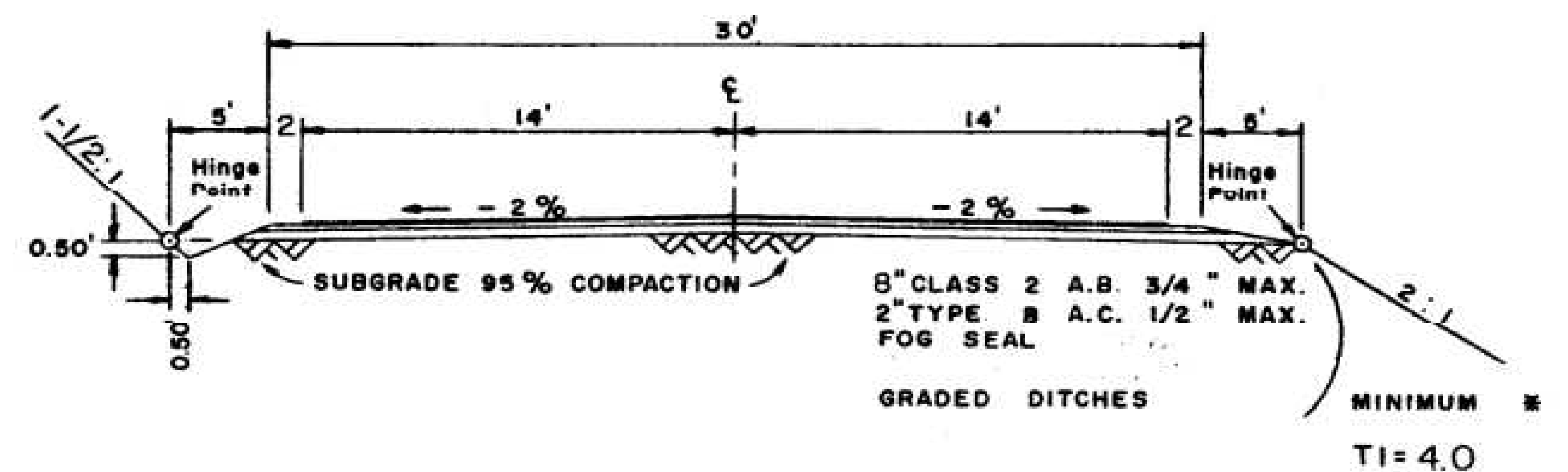
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COUNTY OF COLUSA		DEPARTMENT OF PUBLIC WORKS	
TITLE	TYPICAL SECTIONS SUBDIVISION ROADS	STANDARD NO.	RS-3
		SCALE :	1" = 8' - 0"

-80-



LOCAL ACCESS ROAD

CIRCULATION PLAN (M-1)

100% Build Out
DEMAND LOAD IS 8,238KVA

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

DEMAND LOAD IN AMPS @ 12KV IS 397 AMPS

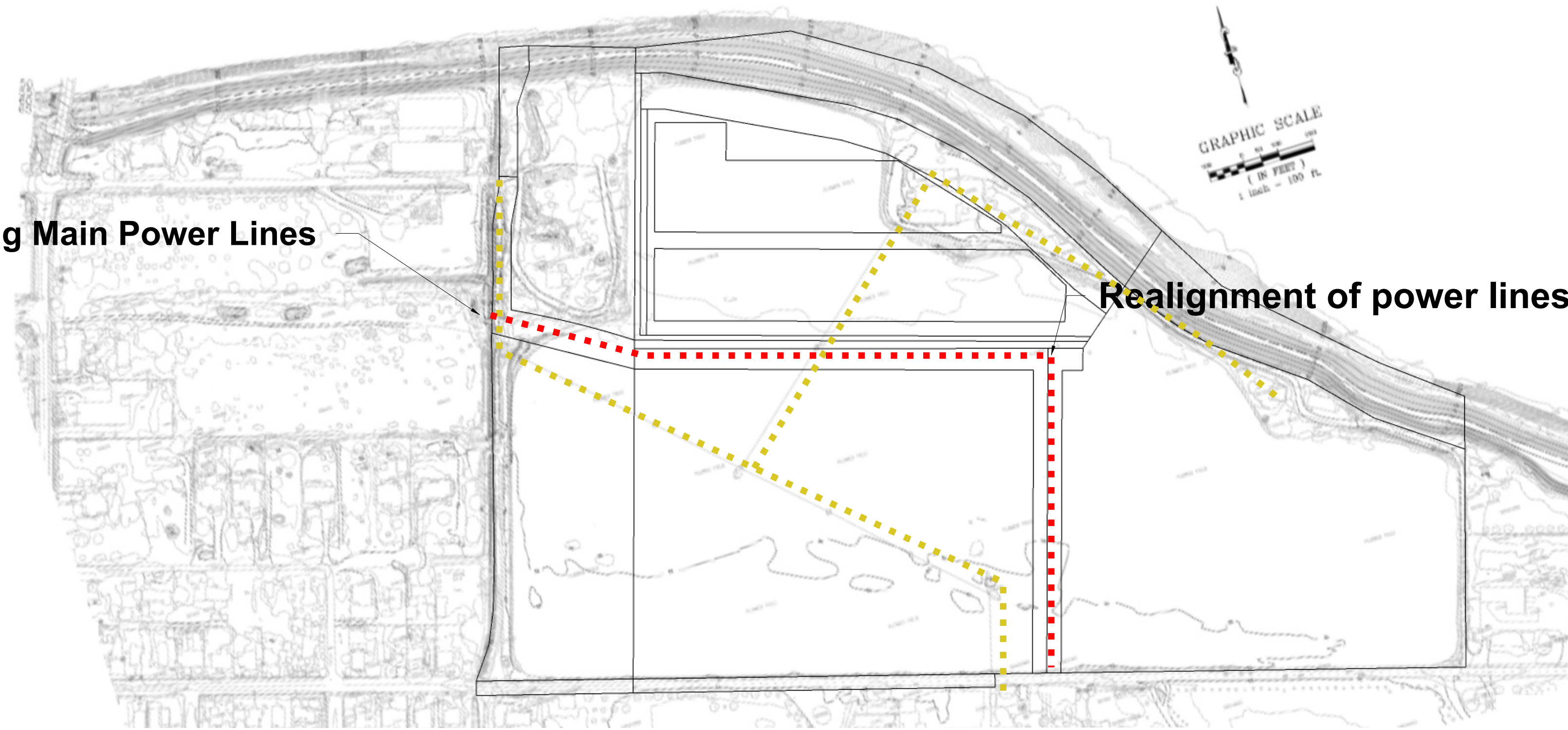
50% Build Out
TOTAL DEMAND LOAD @ 100% IS = 8,238KVA

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

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

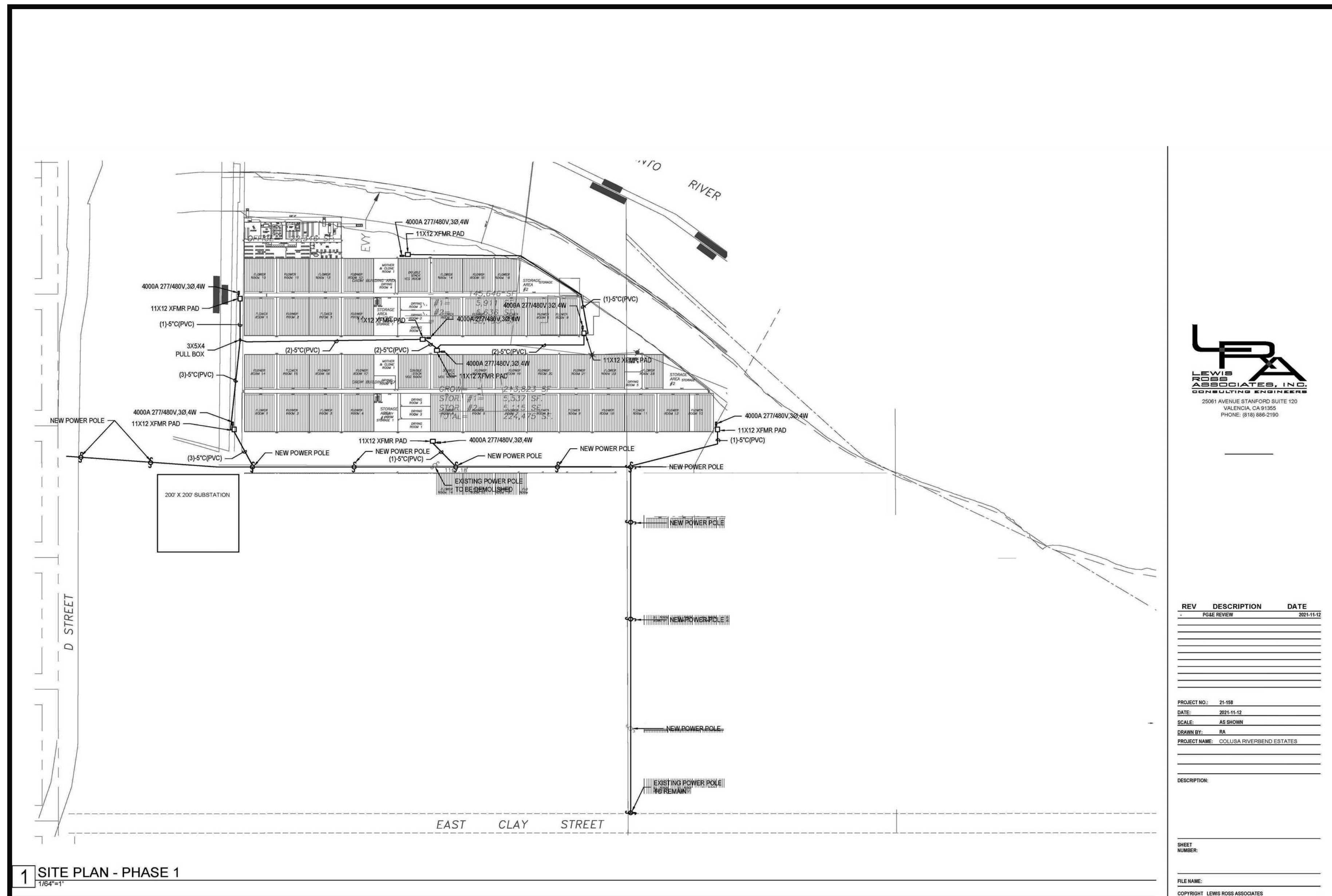
Existing Main Power Lines

Realignment of power lines



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

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



REV	DESCRIPTION	DATE
1	FILE REVIEW	2021-11-18

PROJECT NO.: 21-18
DATE: 2021-11-18
SCALE: AS SHOWN
DRAWN BY: BA
PROJECT NAME: COLUSA RIVERBEND ESTATES

DESCRIPTION:

SHEET NUMBER:

FILE NAME:
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	EQUIPMENT NAME	AMOUNT OF EQUIPMENT	QTY	AMPS	VOLTS	TOTAL AMPS	CONNECTED LOAD KVA	DEMAND	100% DEMAND CONNECTED LOAD	ITEMS NOT INSTALLED FOR 50%
1	SUN SYSTEM WINDOW DE	INCLUDES VEG AND MOM = 5528	5528	2.3	480	7349	6103	50%	3051	1573
2	50 TON TRANE PACKAGE	4 PER FLOWER +2 MOM +7VEG =73	73	125	480	9125	7577	65%	4546	2429
3	PATTERSON FANS 32"	12 per room + 6mom + 1veg = 212	212	3.5	208	185	154	100%	154	80
4	QUEST 506 DEMUS	5X16 rooms =80	80	11	240	254	211	50%	105	53
5	PHILLIPS VEG LED LIGHTS			0.7	400					
6	MICRO COOL	Rough Estimate=6	6	4.8	480/115	29	24	25%	6	
7	CONTROL TRANE GROW LINK	12.5T units X 10	16	5	120	12	10	100%	10	5
8	COMFORT COOLING OFFICE STORAGE DRYTRIM	12.5T units X 10	10	25	480	481	200	100%	400	62
9	FERTIGATION SKID PUMPS AND AIR COMPRESSOR	LOW LINK/COMPRESSO	2	5/15.9	230	9	7	100%	7	3
10	WATER ROOM PUMPS		15	15	8	115	14	50%	7	
11	DO SYSTEM	NEO 250 75,000 gpd -	1	9.5	460	9.5	7.5	100%	8	
12	RO SYSTEM	HL 13502-43,200gpd -	1		480			100%		
13	WELL WATER BOOSTER PUMP HL SKID	HL 13707 - 1	1	1	460			100%		
14	CO2 SYSTEM COOLING	vaporizer/Condensor-	1	30/40	480	70	58	100%	58	
15	AIR SCRUBBERS IONIZERS		35	35	1.13	120	6	100%	5	2
16	PACKAGING MACHINE PACKLEAF		1	1	30	480	30	25	13	
17	INTERNET	3-20amp dedicated breakers =3	3	20	115	3	2	100%	2	
18	CAMERAS DVR VOICE		135					100%		
19	FOARMERS		3	3	66	115	9	7.6	2	
20	T24 LIGHTING	(80 on 24/7) - 244	244	0.5	480	71	59	50%	29	9
21	GREEN WORKING LIGHTS IN FLOWER ROOMS		144	144	0.16	120	3	3	25%	1
22	WATER HEATERS FOR RESTROOMS		2	2	15	120	9	4	100%	1
23	MISC POWER FOR OPERATIONS		1	1	120	277	40	33	50%	16
24	MISC POWER ADMIN		1	1	50	277	17	14	50%	7
25	EXTERIOR FACILITY LIGHTING		35	35	0.43	277	4	4	40%	2

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



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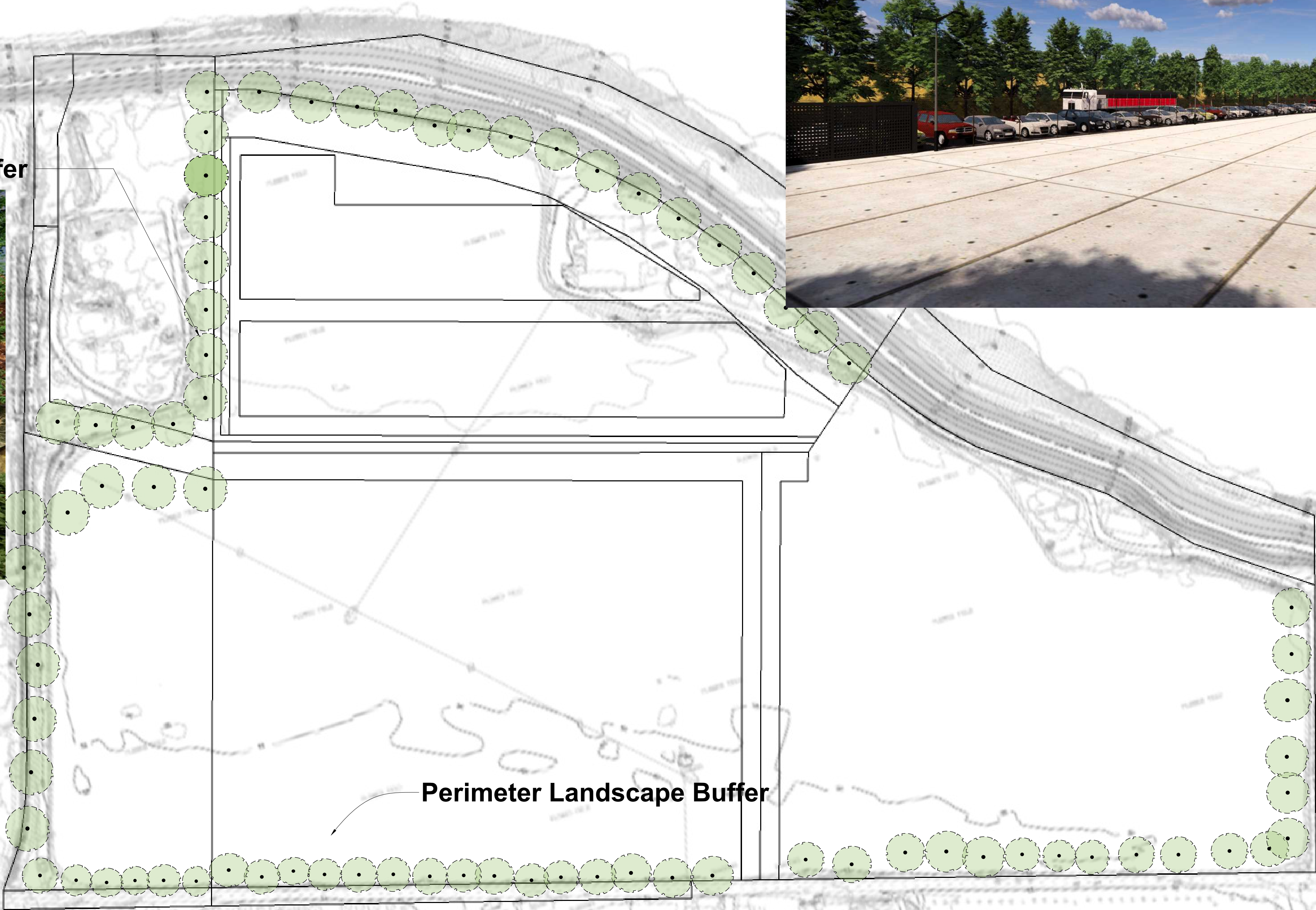
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POWER SYSTEM AND RELOCATION



Entrance off D Street



Landscape Buffer

Perimeter Landscape Buffer



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LANDSCAPE EXHIBIT

Development Standards and permitted uses

Land Use	Criteria	JAC Industries Phase One
Cultivation	P	X
Processing	P	X
Nursery	P	X
Manufacturing	P	x
Research	P	X
Development	P	X
Distribution and sales	P	X
Warehouse	P	X
Administration	P	X
Recycling area	P	X
Loading areas	P	X
Food service	P	x
Minimum Setbacks from the perimeter property lines		
Cultivation	55'	X
Processing	55'	X
Nursery	55'	X
Manufacturing	40'	X
Research	40'	X
Development	40'	X
Distribution and sales	40'	X
Warehouse	40'	X
Administration	40'	X
Recycling area	55'	X
Loading areas	40'	X
Food service	40'	X
<i>No structures are allowed within 100' of the levy toe See Exhibit Map</i>		
Maximum Height		
Cultivation	30'	X
Processing	30'	X
Nursery	30'	X
Manufacturing	45'	X
Research	45'	X
Development	45'	X
Distribution and sales	45'	X
Warehouse	45'	X
Administration	45'	X
Recycling area	30'	x
Loading areas	30'	X
Food service	45'	X

Site Coverage Maximum

	JAC Industries Phase One
Cultivation	22.00%
Processing	5.00%
Nursery	10.00%
Manufacturing	12.00%
Research	12.00%
Development	12.00%
Distribution and sales	11.00%
Warehouse	11.00%
Administration	3.00%
Recycling area	10.00%
Loading areas	10.00%
Food service	2.00%

Interior setbacks between buildings

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

Standards for roadways

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

See Exhibit Map

Landscape Standards

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

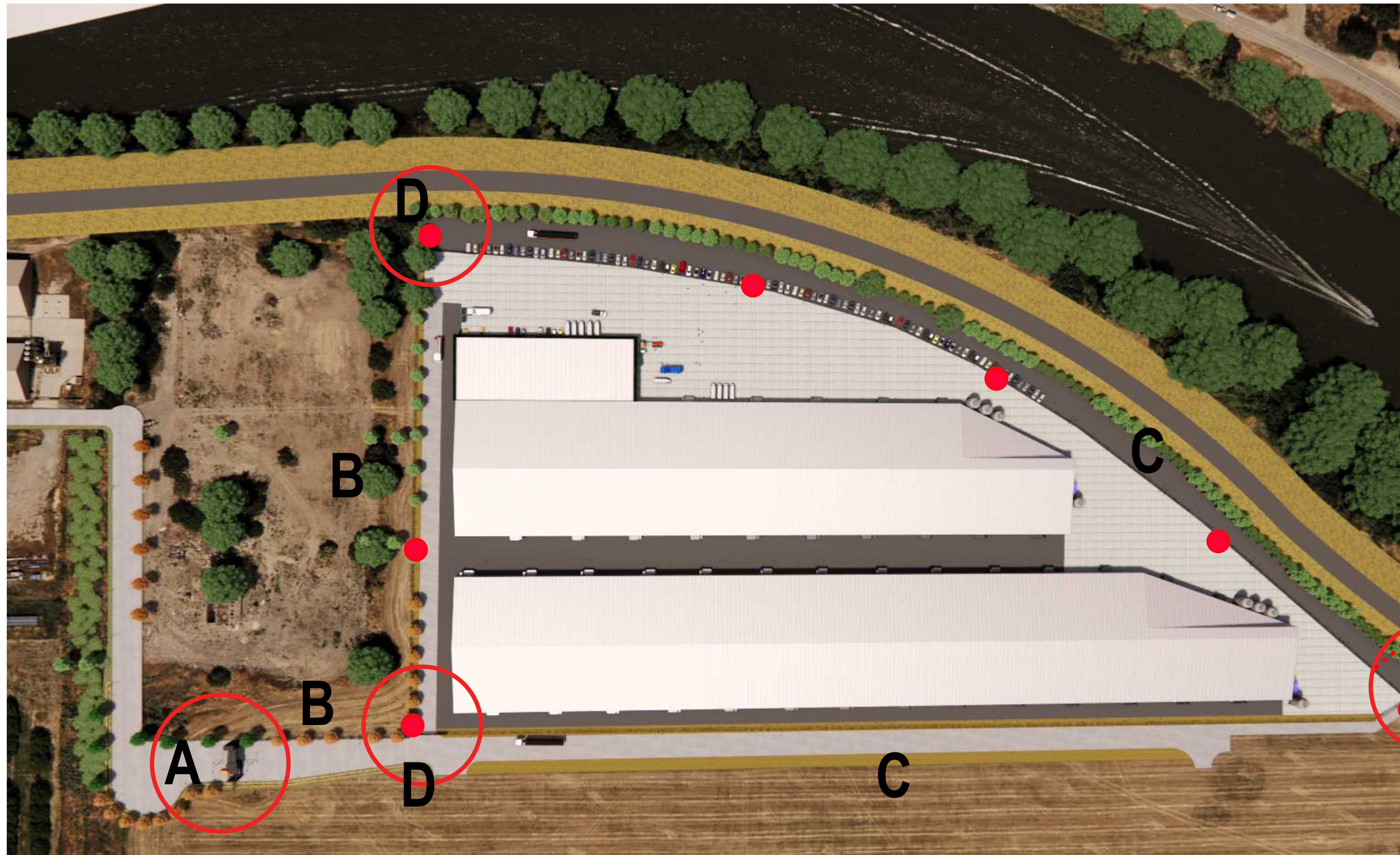
See Exhibit Map

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Typical Camera on on Light Posts



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Fencing and gate system



Main Gate A



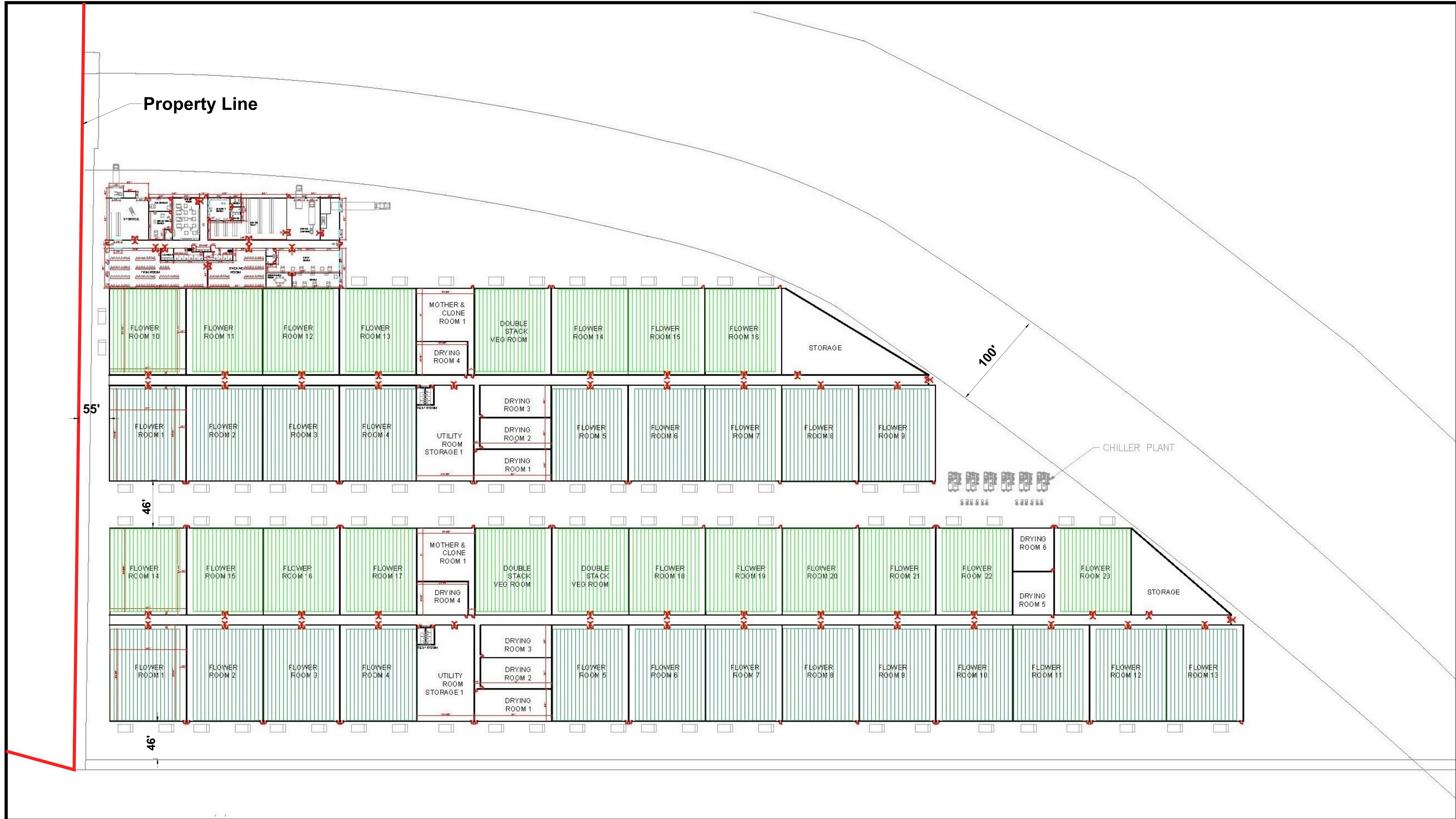
Perimeter Fence Type B



Perimeter Fence Type C



Exit Gates Type D



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Colusa Farms**

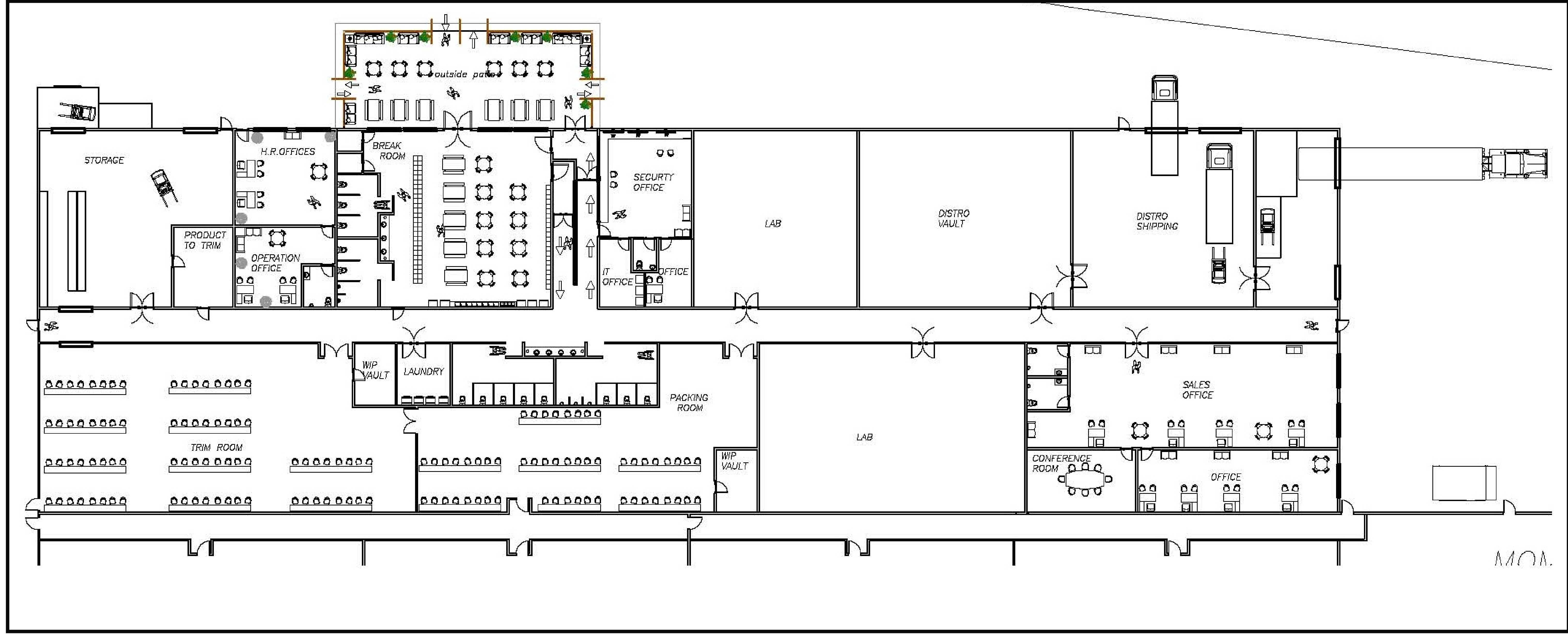
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Phase One build out



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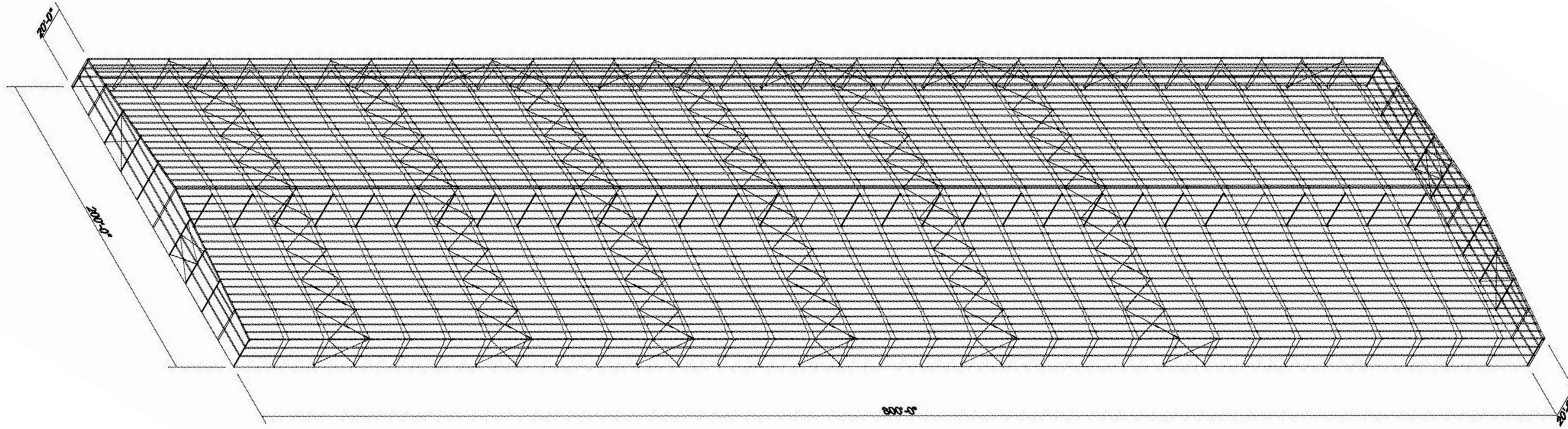
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**Administration, Warehouse
 Processing etc.**



LEGEND

BSW
LEW → REW
FSW

800'-0" STEEL LINE TO STEEL LINE

18'-10"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

18'-10"

ANCHOR BOLT PLAN
NOTE: All Base Plates @ 100'-0" (U.N.)

Finished Floor @ 100'-0"

DRAWING STATUS

FOR APPROVAL: THESE DRAWINGS BEING FOR APPROVAL ARE BY DEFINITION NOT FOR CONSTRUCTION. ANY CHANGES TO THESE DRAWINGS FOR THE PURPOSE OF CONSTRUCTION SHALL BE MADE TO THE PROJECT DOCUMENTS. ONLY DRAWINGS ISSUED FOR CONSTRUCTION CAN BE CONSIDERED AS COMPLETE.

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REVISION HISTORY

REV.	DESCRIPTION	DATE

200'-0" x 800'-0" x 20'-0"
DATE: 7/14/21 REVISION: 0
ENG: DWN: APPD:

Typical layout

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F.O. Scott

VARCO PRUDEN

Building Solutions. Together.™

FRAMING SOLUTIONS

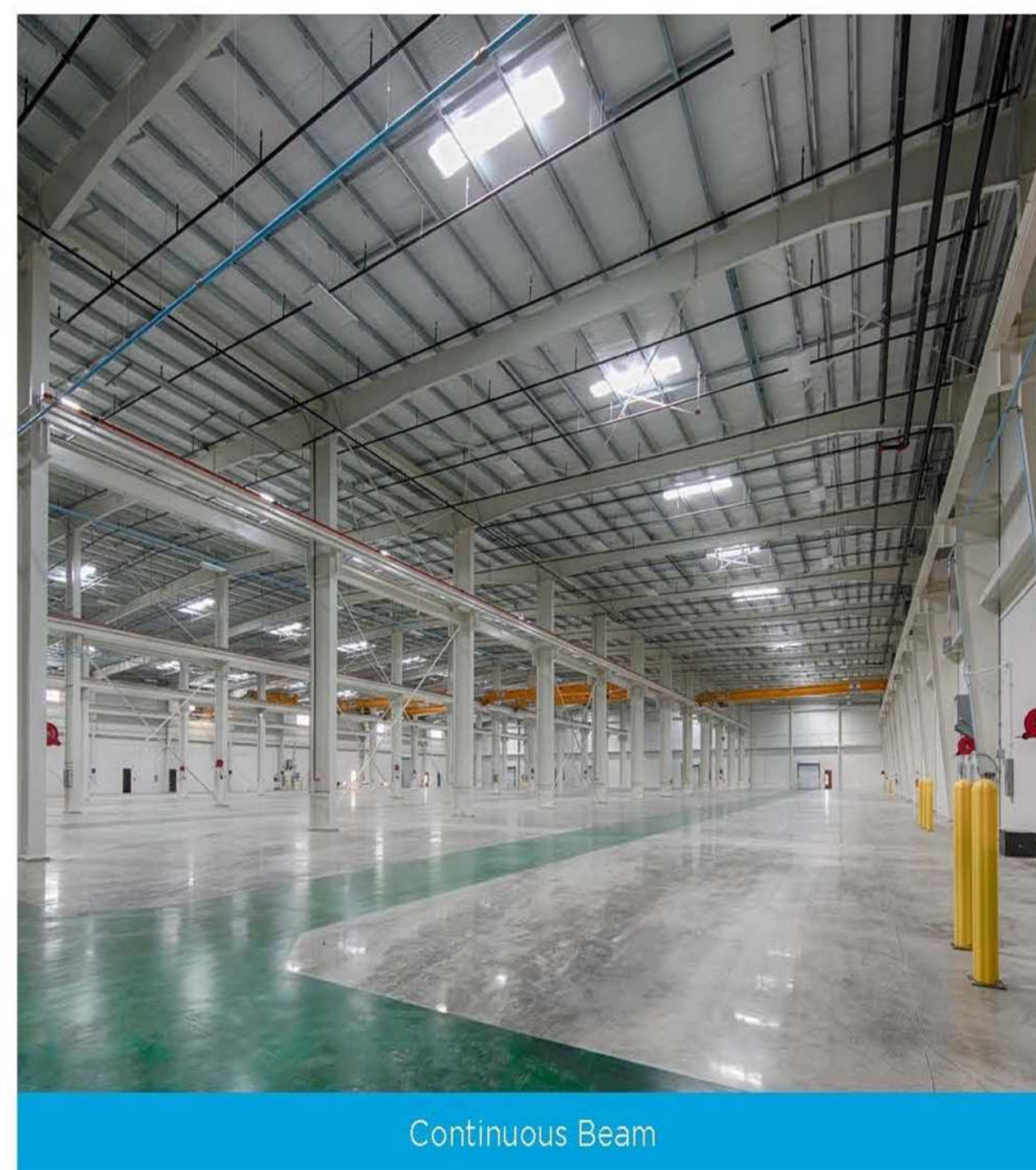
PRIMARY FRAMING SOLUTIONS

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

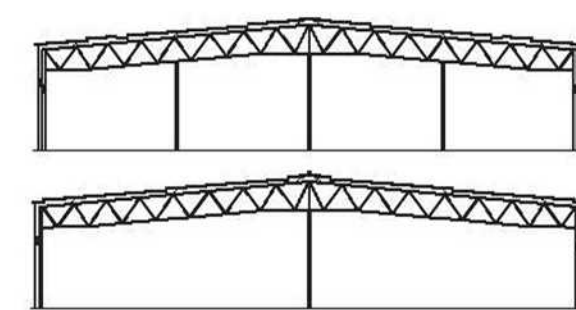
Features

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

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



Continuous Beam



Continuous Truss

Benefits

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

Continuous Truss

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

IMPRESSACLAD™ WALL PANEL

Embossed surface helps with local code restrictions.

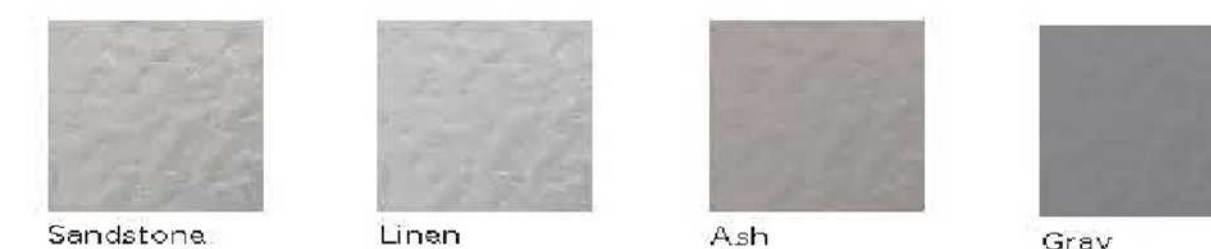
Features

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



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

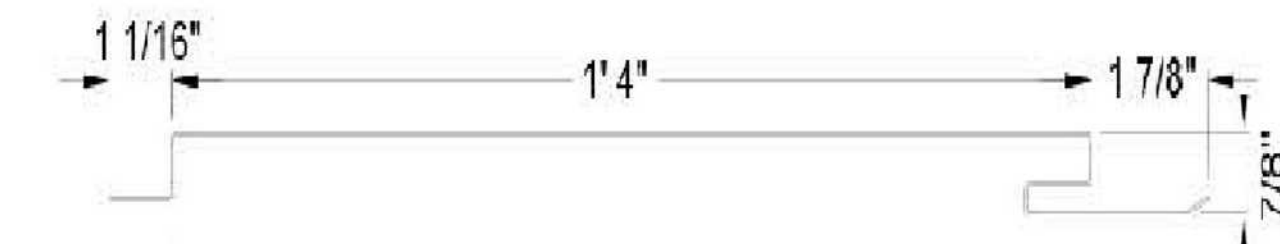
The panels are available in 4 standard Kynar colors (custom colors available). Kynar paint finishes are respected for their durability, resistance and color retention. The swatches shown below are an approximation of actual paint colors. Variations may occur between sample materials and finished product.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



Benefits

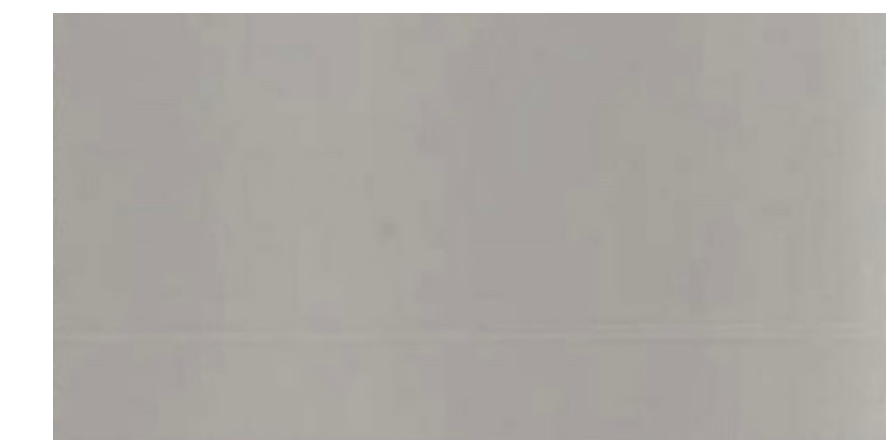
- Interlocking panel and concealed fasteners provide secure installation
- Embossed surface provides attractive architectural appearance
- Lightweight and stackable, ideal for applications up to six stories
- Works great as a soffit panel
- Can be installed over hat channels to achieve thicker insulation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

ImpressaClad Panel Profile



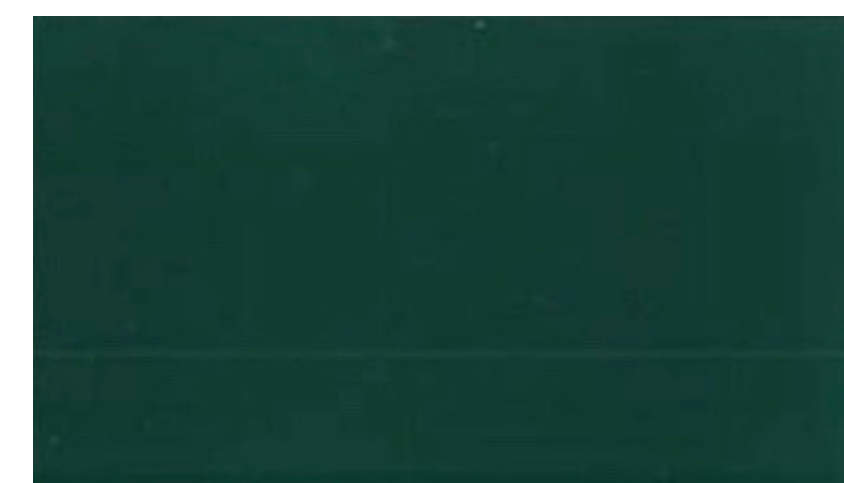
VARCO PRUDEN

Siding Color Ash Gray

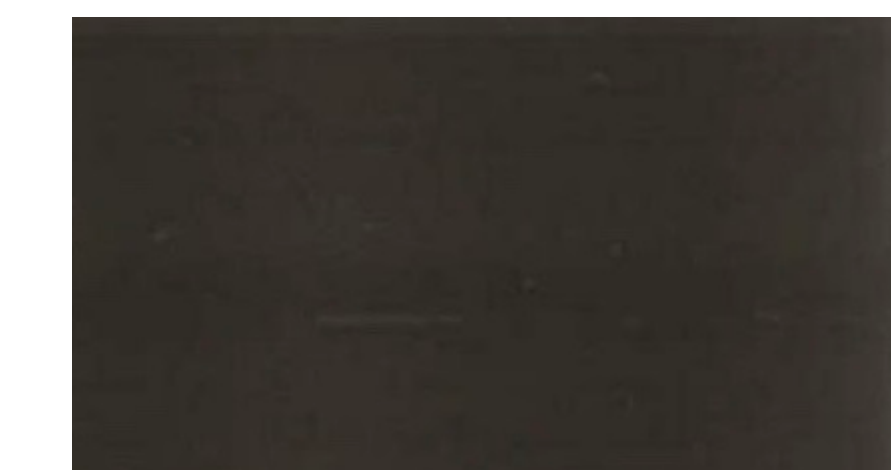


Accent Colors

Evergreen



Burnished Slate



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Product Information
Framing and Siding

SSR™ STANDING SEAM ROOF

Features

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

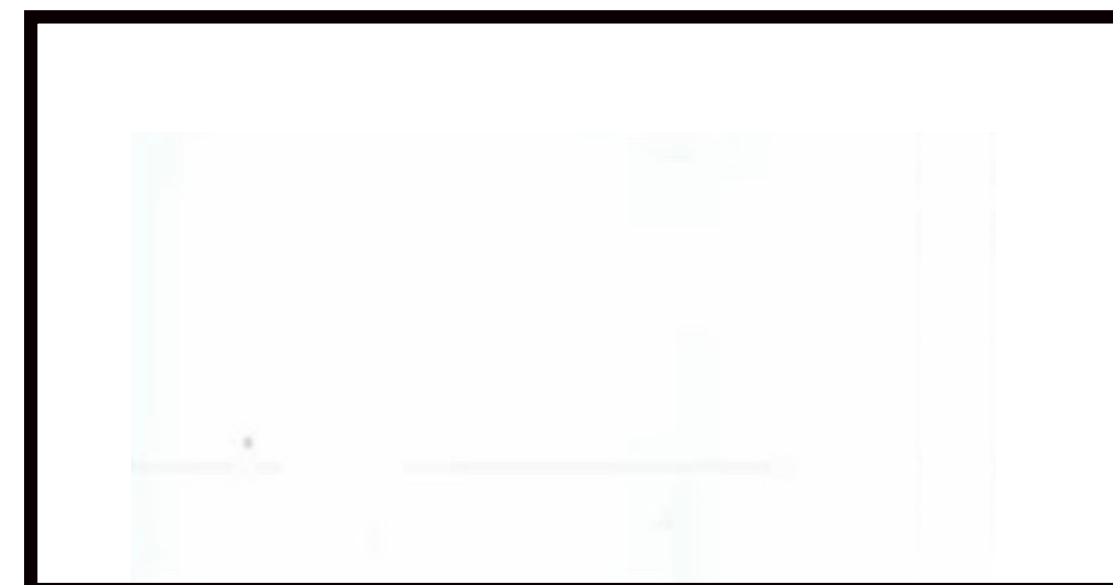


Benefits

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

VARCO PRUDEN™

Roof Color Arctic White

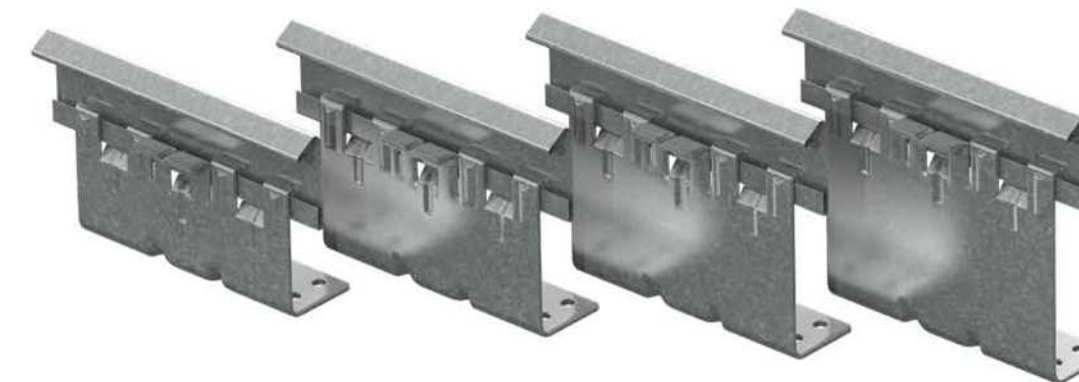
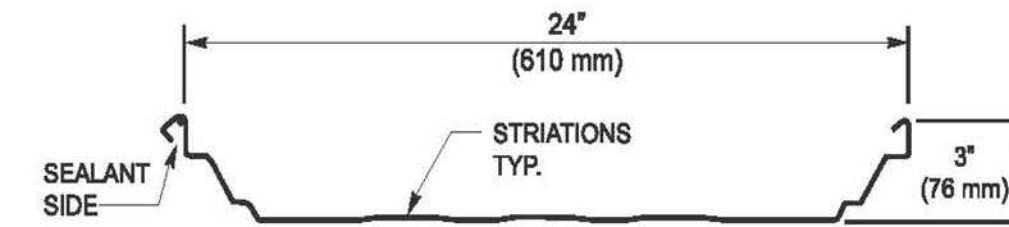


LONG-TERM, LOW MAINTENANCE, WEATHERTIGHT PERFORMANCE

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

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

SSR ROOF PROFILE



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



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



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

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

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

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

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Product Information
Roofing



Greenhouse Light Deprivation: Pros

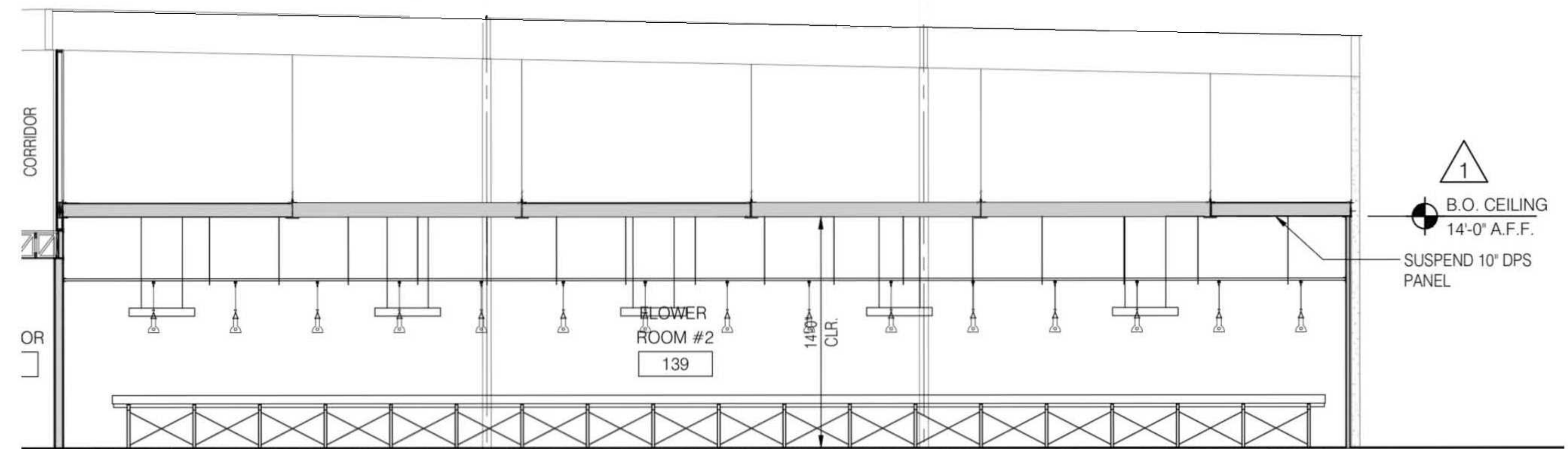
- Energy Efficient when Sun is Available
- Quality Product when Sun is Available

Greenhouse Light Deprivation: Cons

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



Sealed Indoor Cultivation Room vs. Greenhouse Light Deprivation



Sealed Indoor Cultivation: Pros

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

Sealed Indoor Cultivation: Cons

- Upfront Cost
- Material Availability
- Power Availability

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

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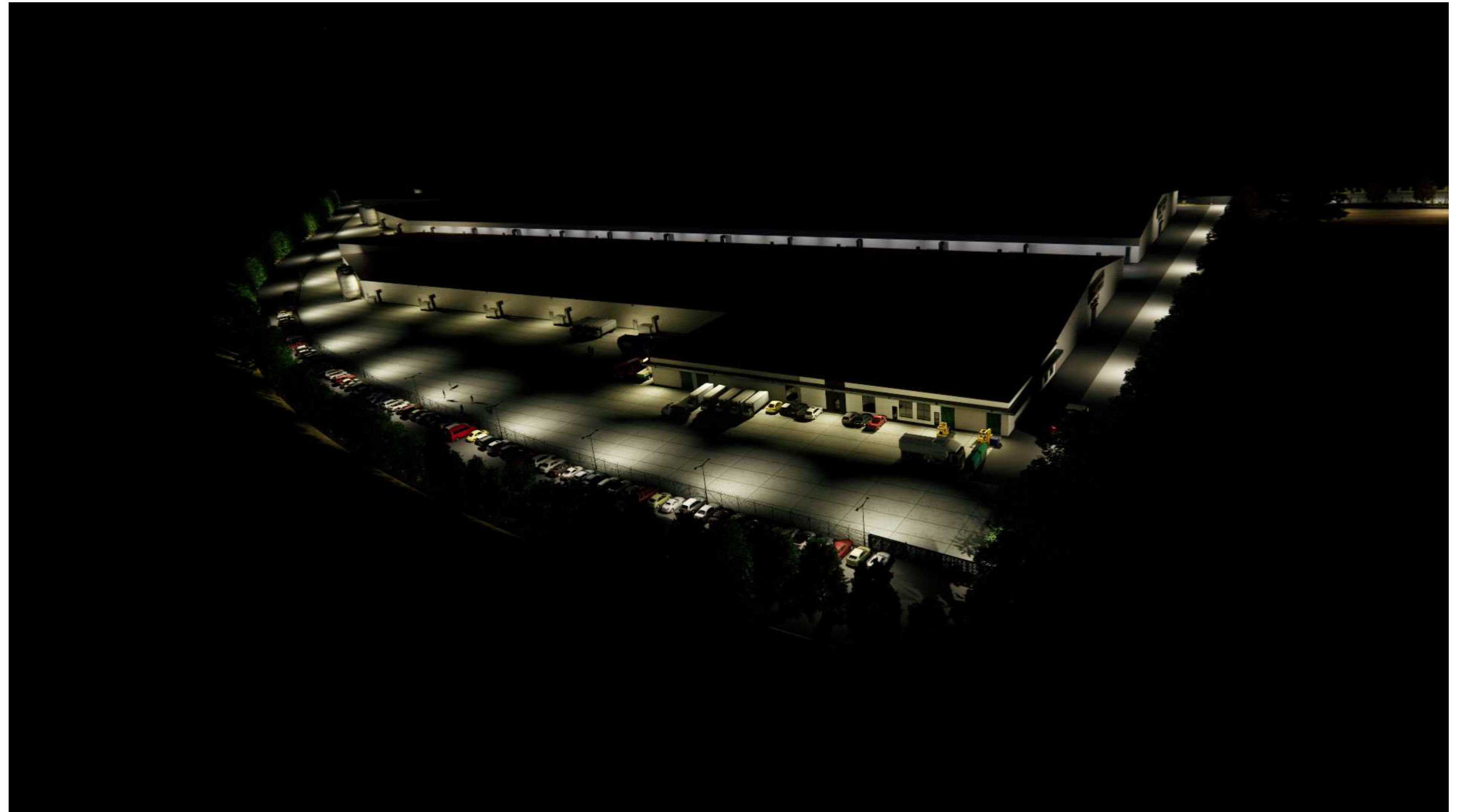
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Typical Cultivation Unit



South East View



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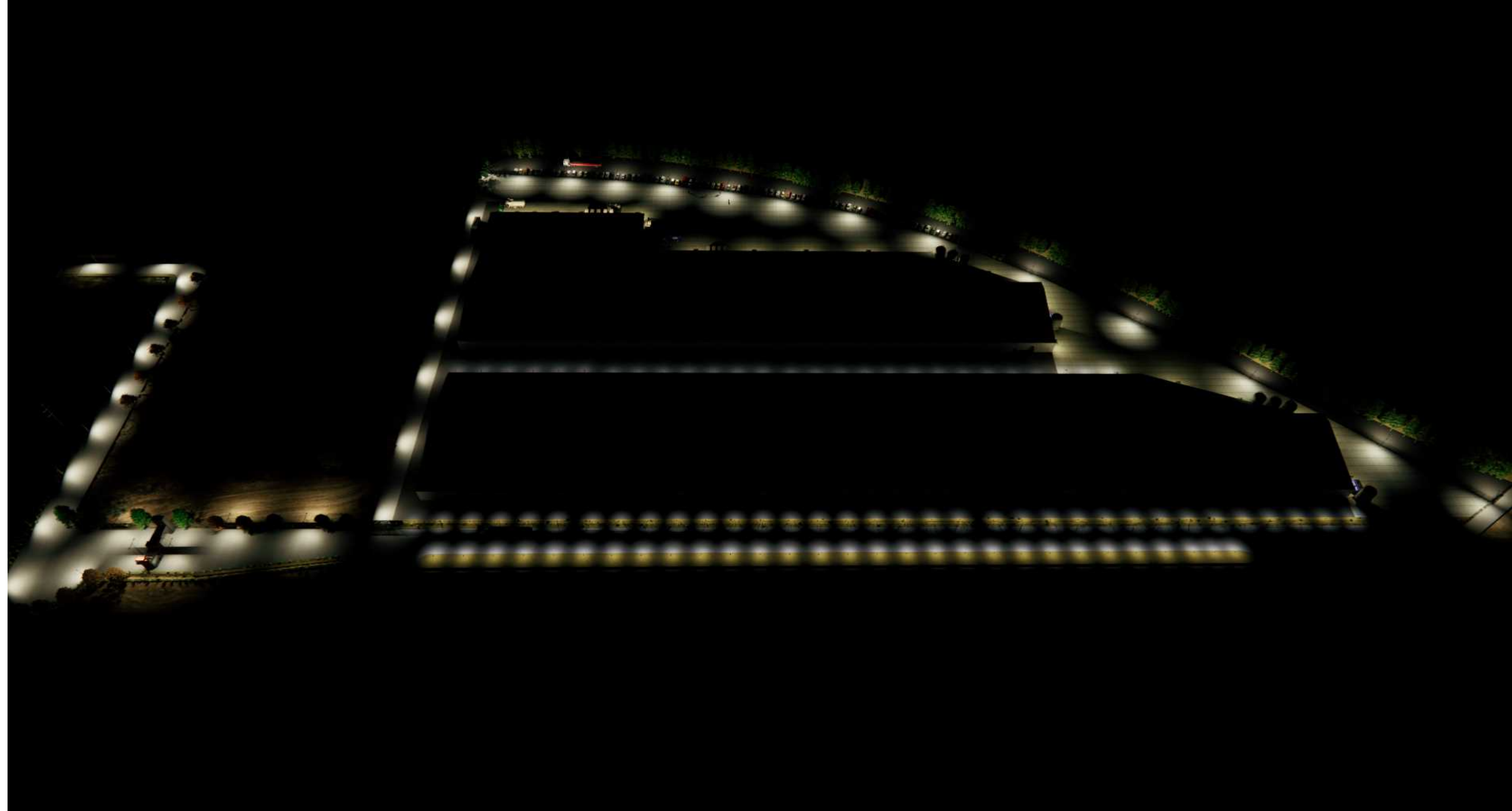
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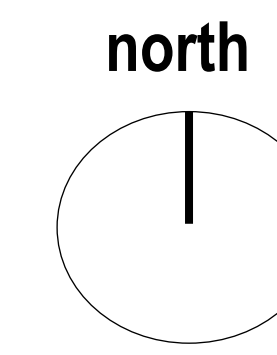
Light studies



North View



North View
10:00 PM



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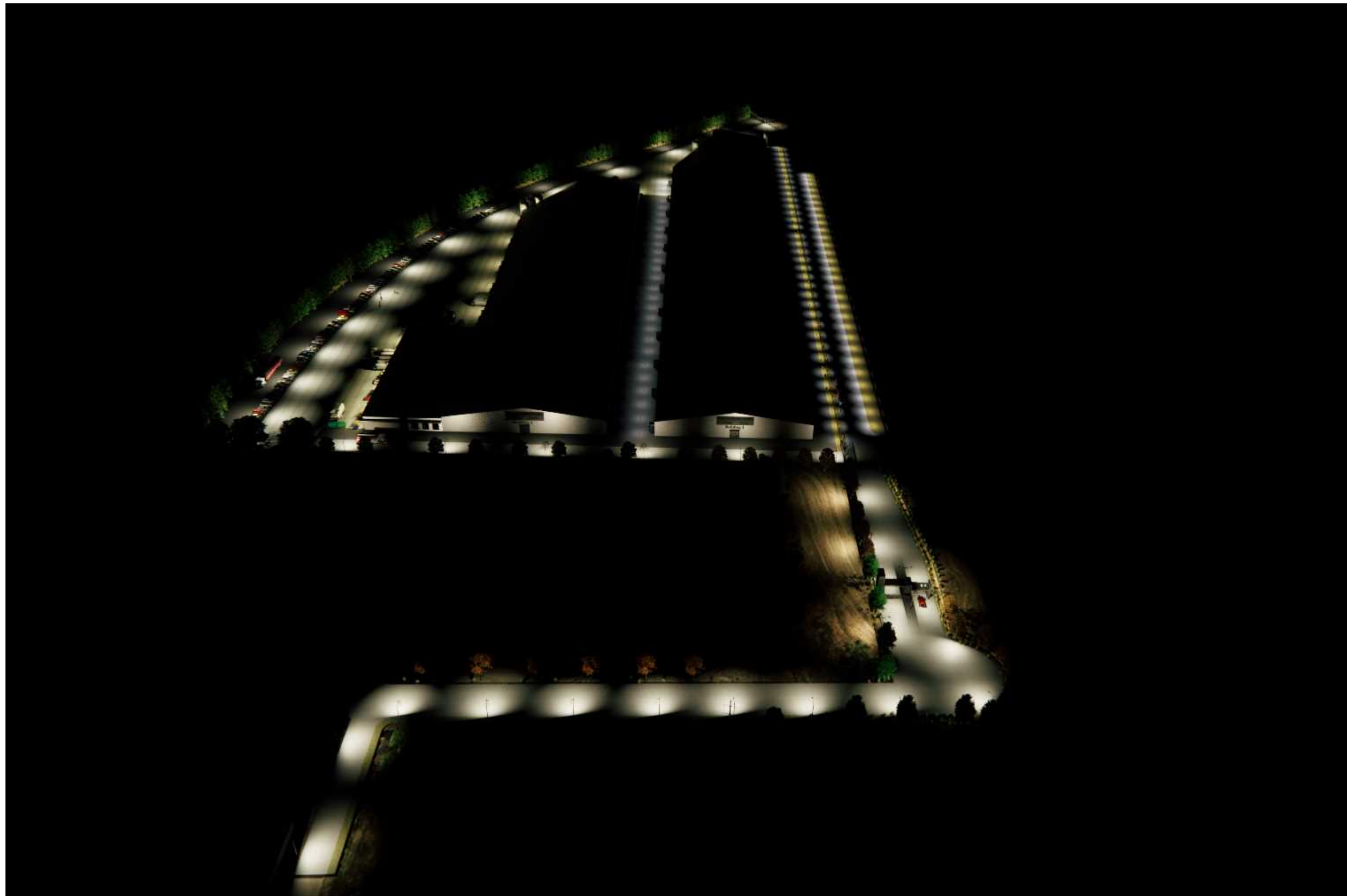
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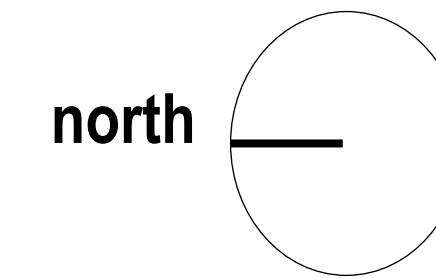
**Aerial Perspective
North View**



East View



East View
10:00 PM



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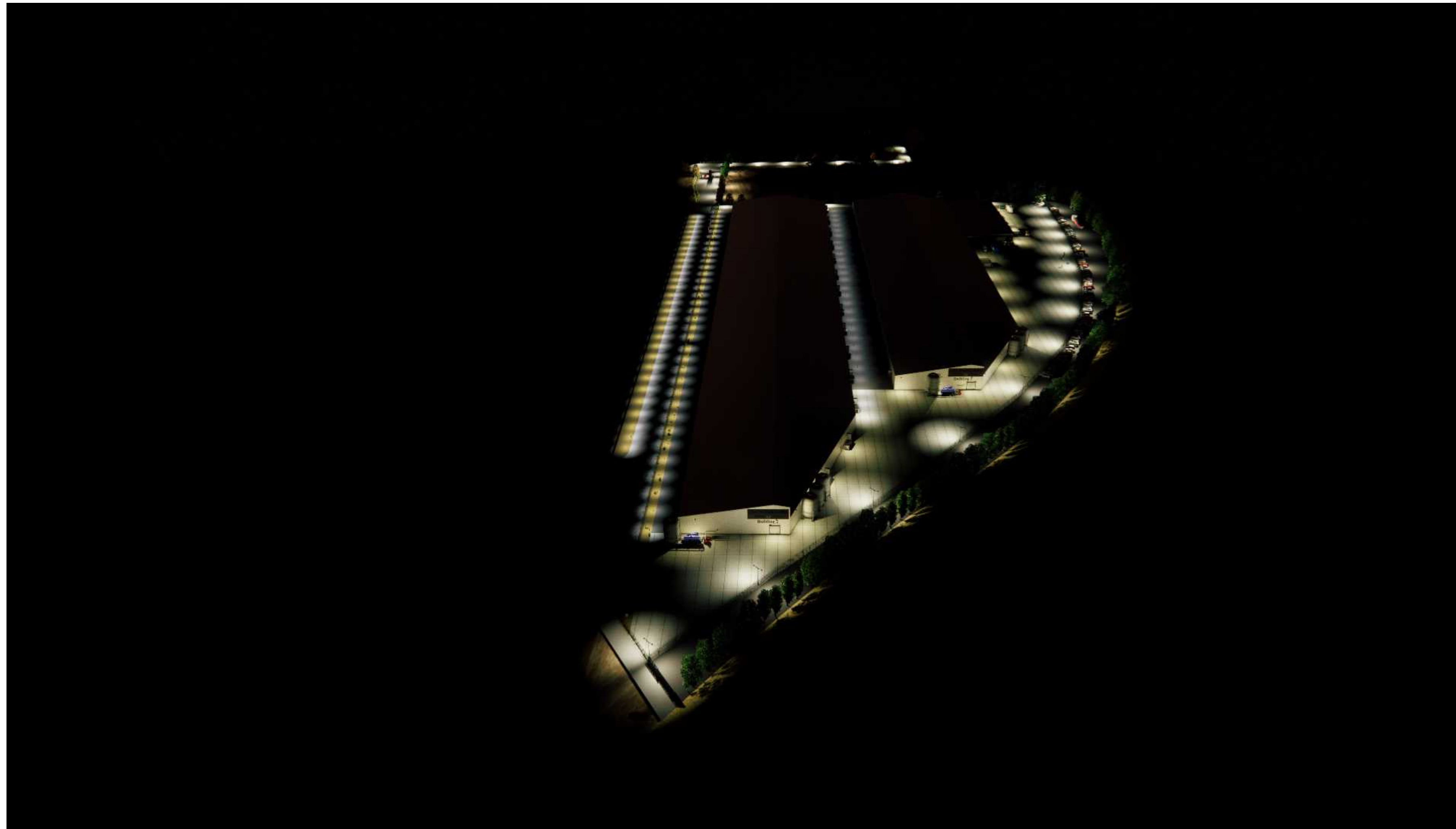
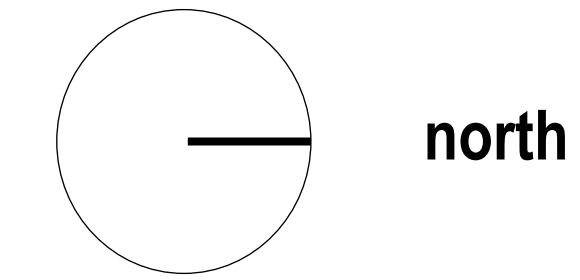
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**Aerial Perspective
East View**



West View



West View
7:00 PM

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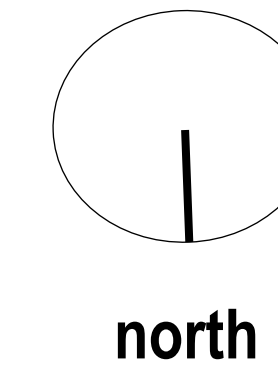
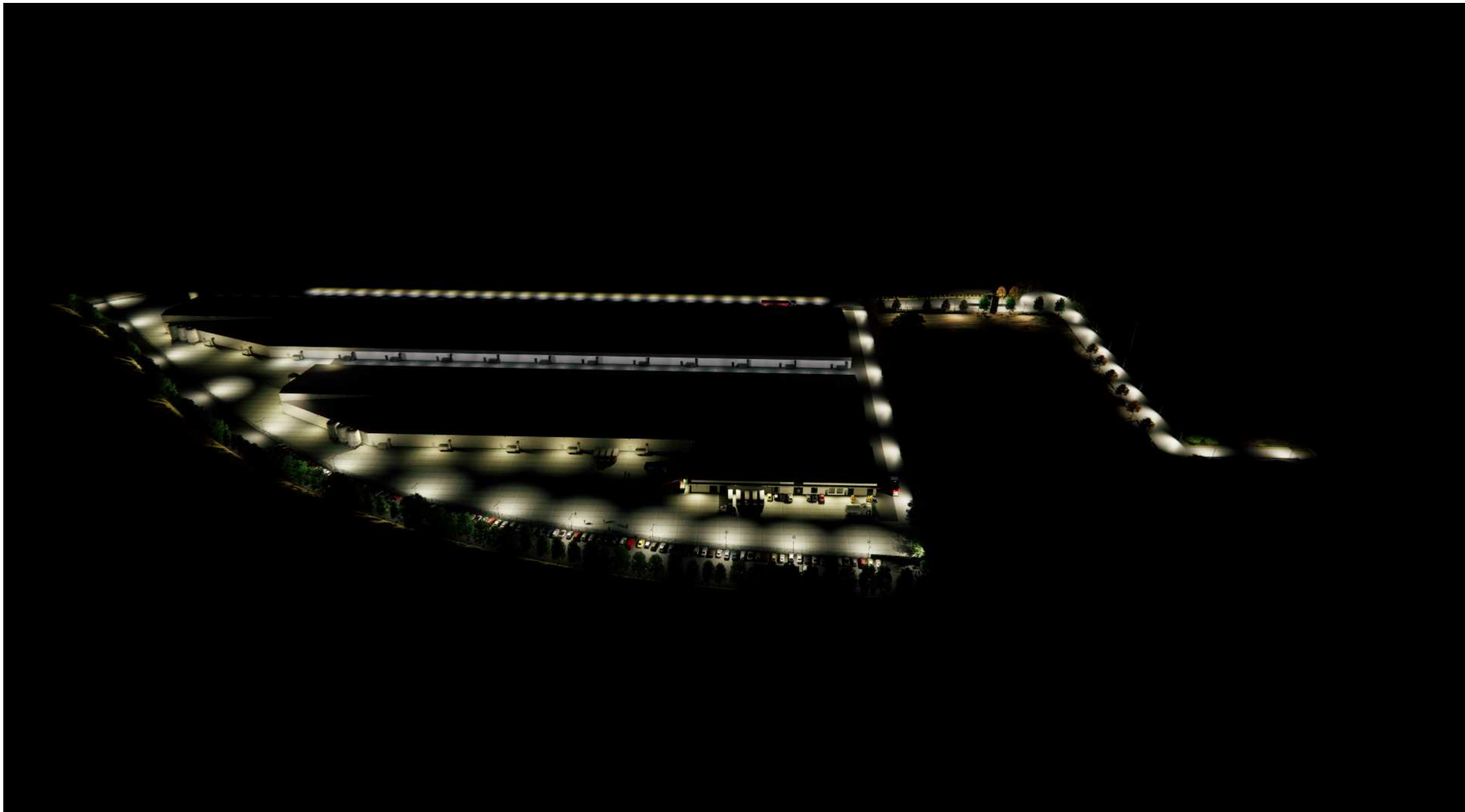
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**Aerial Perspective
West View**



South View



South View 10:00 PM

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**Aerial Perspective
 South View**

ATTACHMENT A

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

General Conditions

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

Architectural Conditions

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

Access / Parking Conditions

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

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

Drainage / Grading Conditions

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

Landscaping Conditions

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

Sewer / Water System Conditions

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

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Colusa Riverbend Estates LLC

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

Opposed

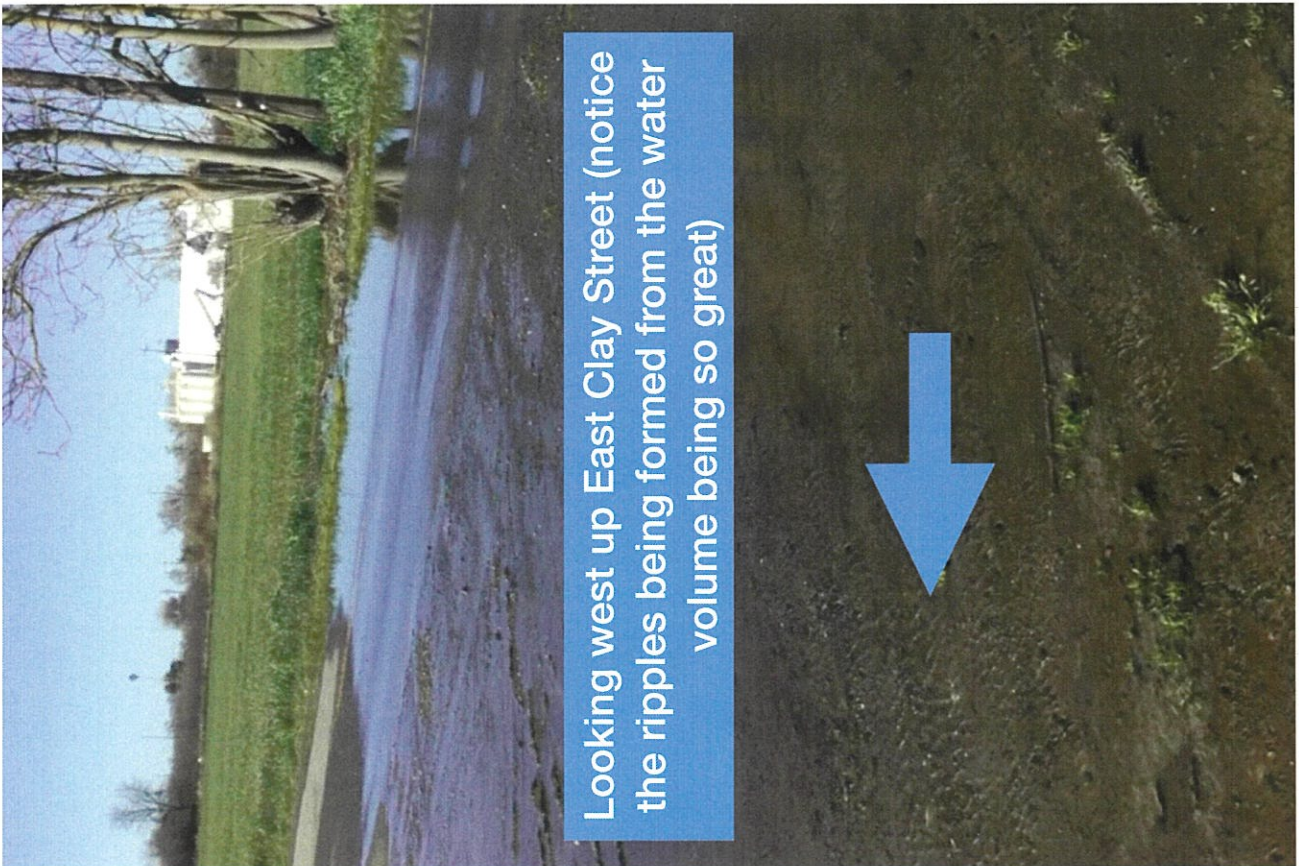
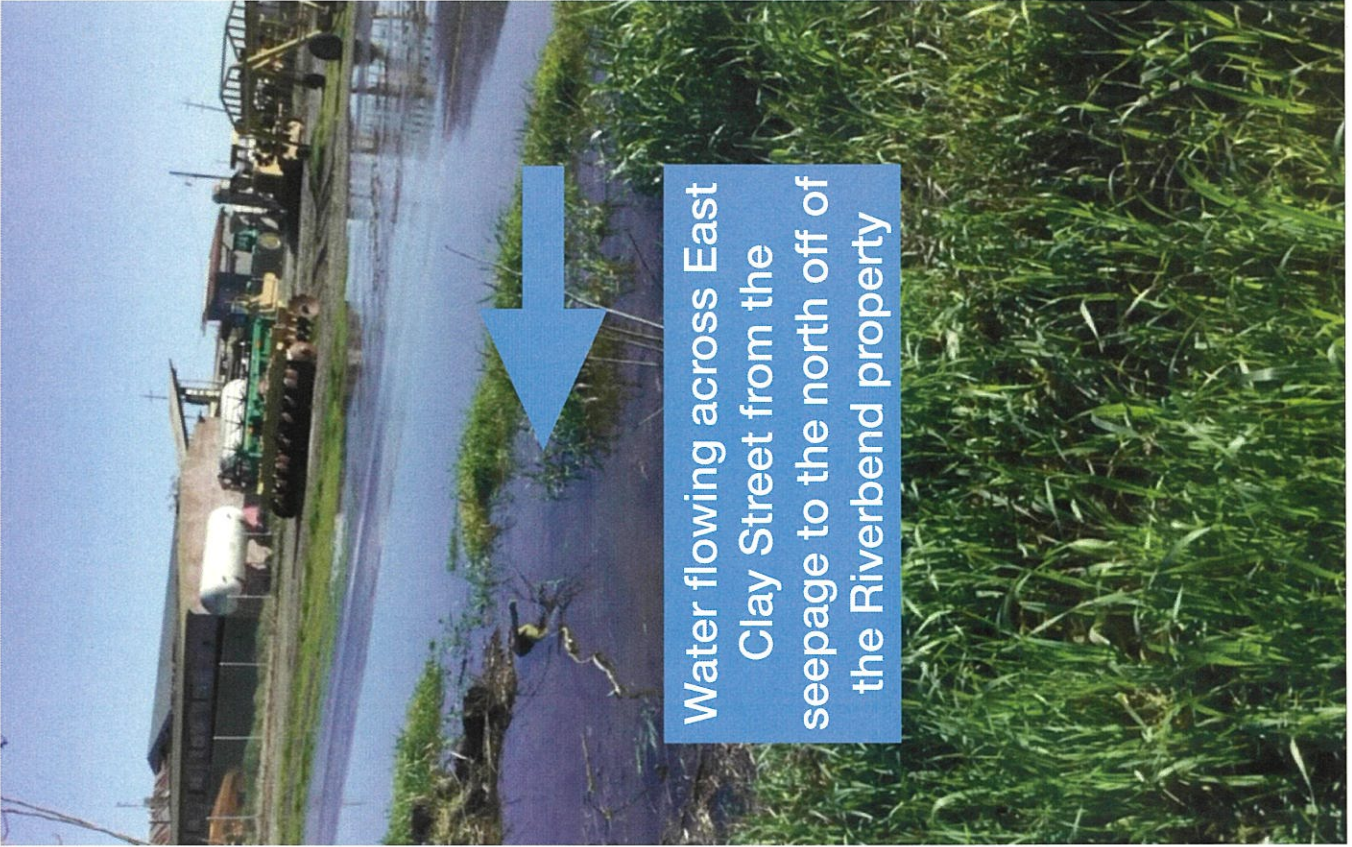
Colusa Triple Crown
Cannabis Research and
Development Business Park
Project
Mike Olivas (530) 400 6092
Project sponsor

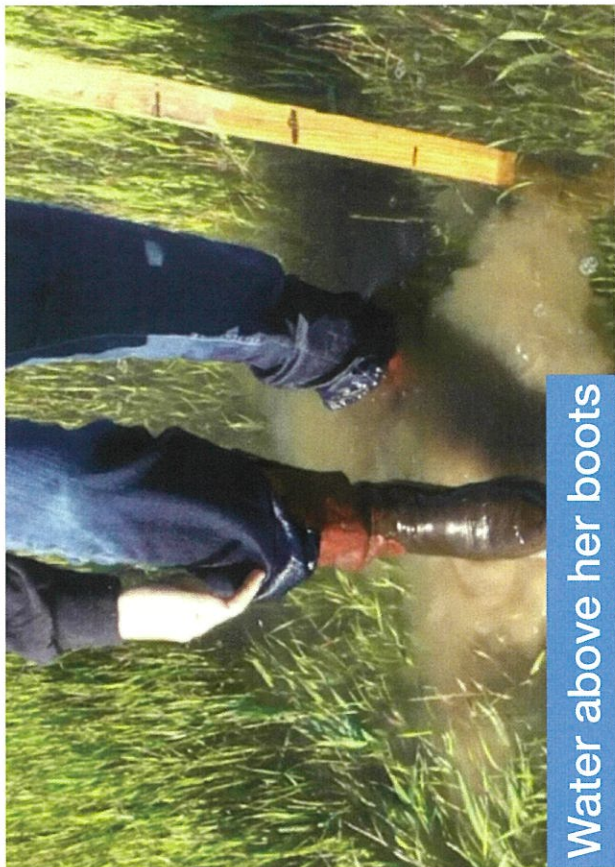


East Clay Street Seepage



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





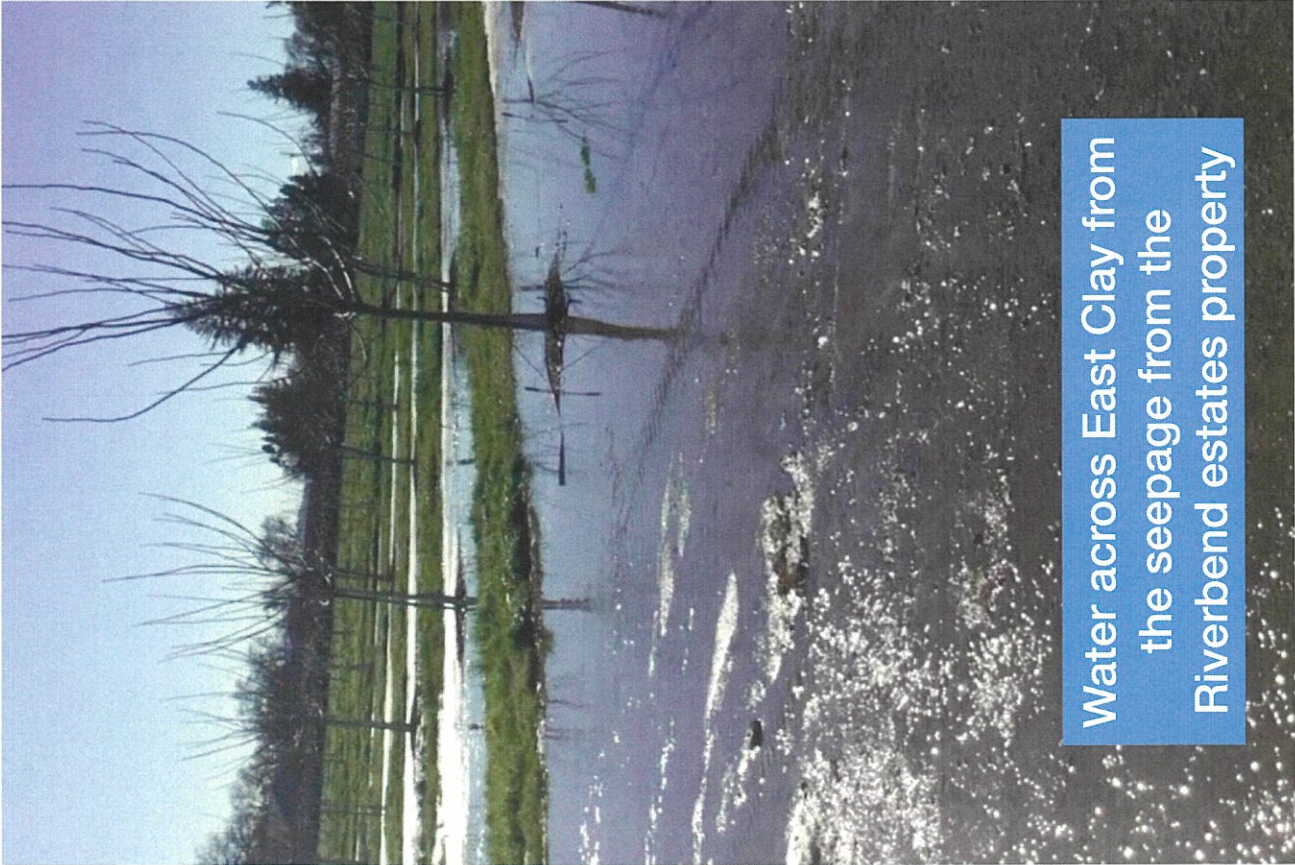
Water above her boots



14" deep



Making a measuring stick to show water depth



Conclusions

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



PARTNERSHIP TO PRESERVE COMMUNITY INTEGRITY

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

City of Colusa
425 Webster Street
Colusa, CA 95932

April 12, 2022

Good day:

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

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

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

Sincerely,

Janice Bell

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

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

Employment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ditch use

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

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

Crime

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

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

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

Road use

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

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

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

Trespassers

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

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

Impact to environment

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

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

Alluvial ponds in the area may be diminished or destroyed

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

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

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

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

Animal Control Services

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

Health & Safety

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

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

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

Emergency Services

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

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

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

Levee

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

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

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

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

Water Rates

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

Established family homes- currently a relatively drug free environment

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

Property values

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

Scenic Vista and Viewshed

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

Noise

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

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

Lights

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

Odors

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

Violations of City Codes, Project not consistent with General Plan

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

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

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

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

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

Brown Act Violations

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

Exemptions from CEQA

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

Morals

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

May 30, 20022

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

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

Dear Bryan,

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

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

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

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

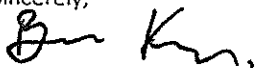
7. **The Project is Too Large for the General Welfare of the City** - This project essentially establishes a new business park for the City of Colusa without full public engagement and exposes the City to a material negative outcome if the project fails to be completed and/or is mismanaged. Dedicating 34 acres to cannabis is much too large for the City of Colusa. It is foreseeable that the project will not be completed for a variety of causes such as lack of financing or another systemic economic event or a geopolitical crisis affecting the source of potential foreign investor capital. A 3 acre site would be a reasonable risk to the general welfare but one ten times the size would not since a failed Project that is not fully constructed would be devastating to the local Project area. ***Request – Please make the determination that a cannabis Project of this size meets the general welfare standard to issue a Conditional Use Permit or reject the application.***
8. **The Project Is A Nuisance To The Adjacent Housing and Detrimental To The Riparian Ecosystem Next To The Sacramento River** - In addition to the odor and overbearing night lighting need for security, the Project poses significant risks to the adjacent riparian ecosystem. My family has owned the adjacent parcels for over 100 years and I grew up on these parcels. I can personally attest to the native vegetation of blackberries, elderberry and milkweed that would be at risk but also attest to a robust daylight and nocturnal ecosystem that would be at risk from the Project and its night time light pollution. ***Request – please make the determination that the project has met the nuisance standard to grant the Conditional Use Permit or reject the application.***
9. **The Project Is Not Consistent With The General Plan And Future Development Of The Colusa Riverfront District** - As mentioned previously, the General Plan has designated the area as residential housing. There is no viable industrial properties in the area – only abandoned industrial sites and housing on both the north and south of the Project Area. The Project will be detrimental to the successful implementation of the Colusa Riverfront District because it will limit the beneficial use of the riparian area south of the City due to the likely odor from the facility, intrusive night time security lighting and imposing incongruous warehouses overpowering the natural beauty of the riparian area. Please note that since this Project has been considered in 2012, all the industrial properties in the Project area have failed and are now in disrepair. The rice mill at the end of East Main is now abandoned and was the site of illegal activity but more importantly it now does not pose any hazard or nuisance to future housing from rice milling dust as was the case when the Project type was first proposed. ***Request – please make the determination that the Project meets the standard that it is consistent with the General Plan and the Special Colusa Riverfront District to grant the Conditional Use Permit or reject the application.***
10. **The Project Does Not Have An Adequate Drainage Plan** - The Project area has relied upon the conveyance ditch built by the Colusa Irrigation Company in 1907 for the natural drainage of the area. The County of Colusa uses the Colusa Irrigation Company ditch to drain East Main Street and has a pipe on the south side of Main Street into the ditch for drainage. Our adjacent parcels also drain into the Colusa Irrigation Ditch. The Project proponent has not submitted a drainage plan but instead claims ownership of the Ditch and intends to use the site of the ditch for Project access. This is not only an attempt to claim property that is not legally owned but will leave the area without adequate drainage. ***Request – please require the Project proponent to develop a reasonable drainage plan that does not impair the current drainage infrastructure of the Project area before granting a Conditional Use Permit.***

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

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

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

Sincerely,



Ben King

EXHIBIT A

EXHIBIT A.

Downloaded MAY 23, 2022

CITY OF COLUSA PLANNING WEBSITE

2.0 LAND USE

A

Draft Land Use Diagram

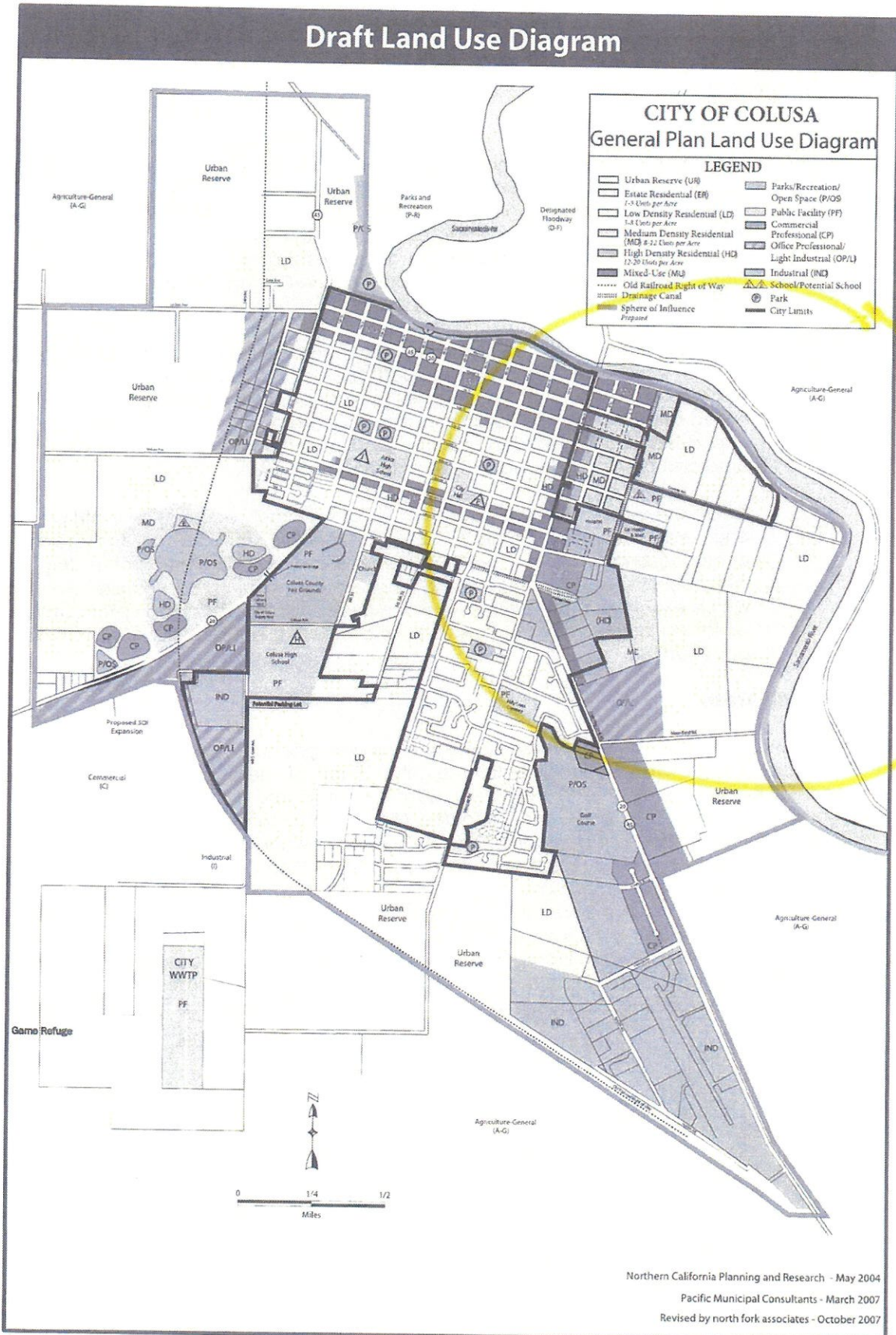


FIGURE 2.3
GENERAL PLAN LAND USE DIAGRAM



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2.0 LAND USE

Riverfront District

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

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

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

New Growth Areas

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

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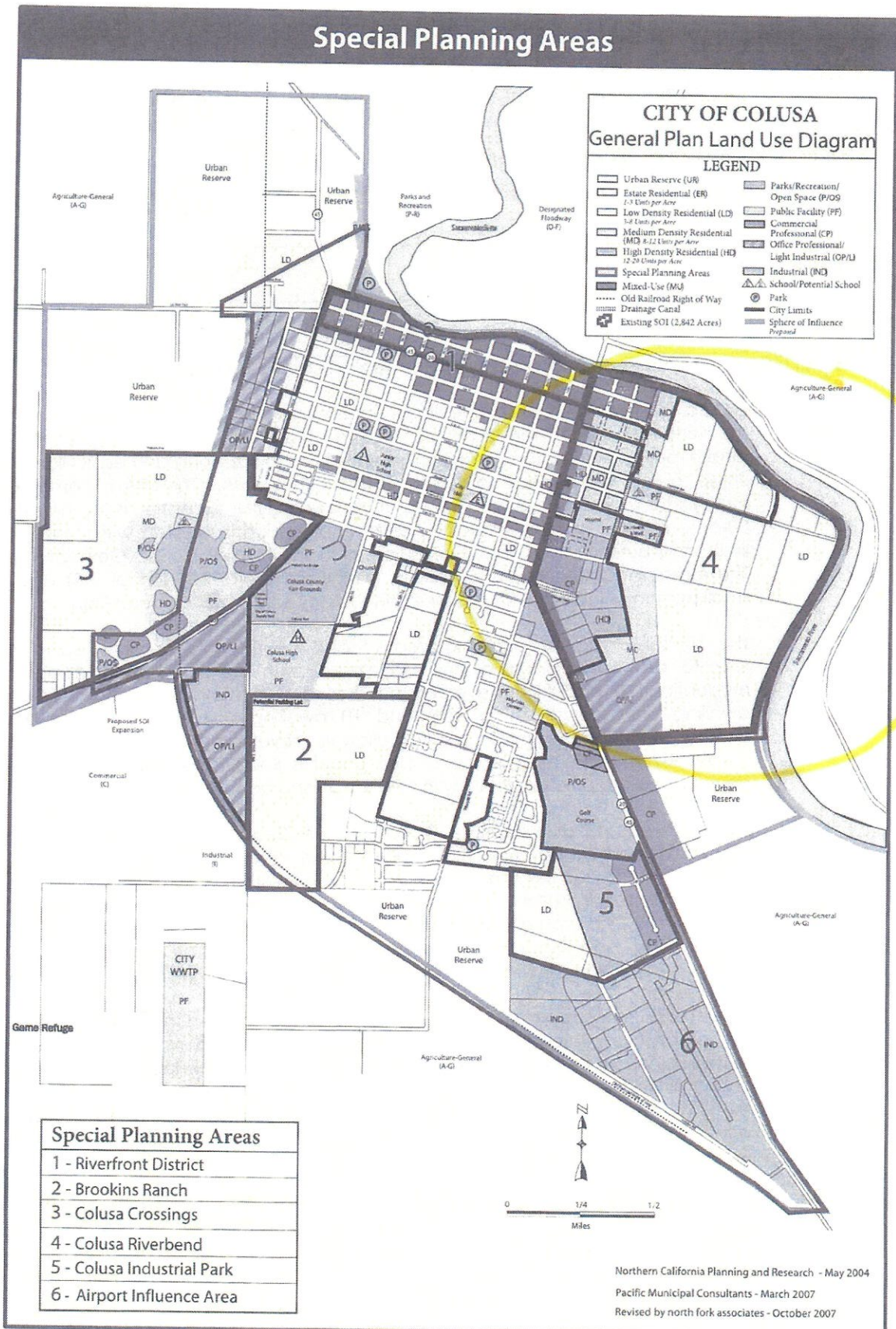


FIGURE 2.4
SPECIAL PLANNING AREAS
PMC

A

2.0 LAND USE

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

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

SPA 4: *Colusa Riverbend* – Colusa Riverbend encompasses approximately 442 acres in the northeast and eastern portion of Colusa's Planning Area. The aggregate of land is roughly bounded by the Sacramento River to the north and east, Highway 20/45 to the west, and Moon Bend Road to the south. This SPA is comprised mostly of unincorporated land with multiple owners; the exception is the northern 80-acre parcel (formerly known as Riverbend), which is located within the City limits and presently designated Residential in the *City of Colusa General Plan*. The remaining unincorporated land is designated Rural Residential (RR) and a small portion of Industrial (to the south) in the *Colusa County General Plan*.

The City's intent for this planning area is that the entire area be annexed to the City to be master-planned and developed with low- and medium-density residential (LDR and MDR) development. Based on a mid-range density of six (6) dwelling units per acre for LDR and 10 dwelling units per acre for MDR development, the General Plan would allow for development of up to 2,530 units. Colusa Riverbend would be developed under a Specific Plan or as a planned development to provide flexibility in site design and density distribution.

Colusa Riverbend Development Proposal The 76-acre parcel presently in the City limits would be developed as a planned development during the first phase of development of this plan area. A Colusa Riverbend Specific Plan will be prepared to serve as the City's long-range plan for development of the portion of Colusa Riverbend area outside the existing City limits. The Specific Plan would be the planning and regulatory document for the purpose of implementing the City's General Plan, providing a bridge between the broad policies contained in this General Plan and any detailed project-specific development plan proposal(s). In accordance with California Government Code §65450-65457, which provides guidelines for specific plan preparation and implementation, the plan would include landscaping and design guidelines, development standards, and a financing plan that identifies funding for new infrastructure and public services. This specific plan would be adopted by the City of Colusa, consistent with the General Plan, and serve as the policy document to accomplish buildout within the Colusa Riverbend area.

Another component of the proposed Colusa Riverbend project is a Land Use Plan, which provides for a range of residential housing types at a density ranging from six (6)-10 dwelling units per acre. Under the specific plan's buildout scenario, this would result in approximately 2,530 single-family, detached units. It also proposes an elementary school, parks, and open space land uses for the 442-

A

2.0 LAND USE

acre area. City storm drainage, water, and sewer facilities would be upgraded as needed prior to development in order for the City to serve the new residents.

The conceptual land use plan shows a macro grid street system, consistent with the City's Circulation Map (see Chapter 4). This would include: 1) a North-South Collector extending east from Market Street into the middle of Colusa Riverbend, then heading south to Moon Bend Road; 2) the extension of Darling Lane from Bridge Street (at the intersection with Carson Street) to the North-South Collector; 3) extension of D Street from Darling Lane to the North-South Collector.

Prior to annexation and development of the unincorporated areas, the 80-acre Cribari property—a portion of Colusa Riverbend that is already within the City limits—will be proposed for development under a separate planning application. The project will propose subdivision and development of this land under a planned development— 360 residential units with eight acres of parks, open space, an enhanced drainage corridor, and river access. The development would be consistent with, and eventually be integrated into, the ultimate Colusa-Riverbend Specific Plan area.

SPA 5: *Colusa Industrial Park* – Colusa Industrial Park, located adjacent to the south of Colusa's city limits, comprises approximately 137.5 acres of the 1,049-acre Colusa Industrial Properties (CIP) complex. The site is roughly bounded by State Route 20/45 to the east, Colusa Golf Club to the north, Wescott Road to the west, and CIP's agricultural lands to the south. Existing businesses and an agricultural service complex are located on the northern portion of the site, while approximately 127 acres are presently vacant. The site is currently designated as Industrial (I) in the *Colusa County General Plan*.

The City's intent for this planning area is that it be annexed to the City with a mix of land uses including low-density residential (LDR) on the western portion of the site; commercial professional (CP) along the SR 20/45 corridor; and Parks, Recreation and Open Space (P/OS). Portions of this SPA are situated within the Colusa County Airport Comprehensive Land Use Plan (CLUP) safety zones—the clear zone, approach/depart zone and overflight zone, as shown in **Figure 2.5**. At a mid-range density of six (6) dwelling units per acre and commercial intensity of between .25 and .5 FAR, the General Plan would allow for development of 253 residential units and up to 827,640 square feet of commercial space. Colusa Industrial Park would be developed as a planned development to provide flexibility in site design.

Colusa Industrial Park Proposal A proposal to develop the site with a mix of residential, commercial, and recreation uses is currently being processed through the County of Colusa Planning Department. The project, if approved, would result in an urbanized development outside of the city limits, consisting of approximately 50 acres of residential land to be developed with 200 single-family homes; a high-density residential complex; approximately 28 acres of commercial uses (e.g., motel, restaurant, and other highway commercial services); approximately 56 acres of open space to be developed as a nine-hole golf course facility, and a separate wastewater treatment plant.

The City of Colusa is currently unable to provide domestic wastewater treatment capacity for the CIP proposal. Thus, CIP has proposed two alternatives: The first is

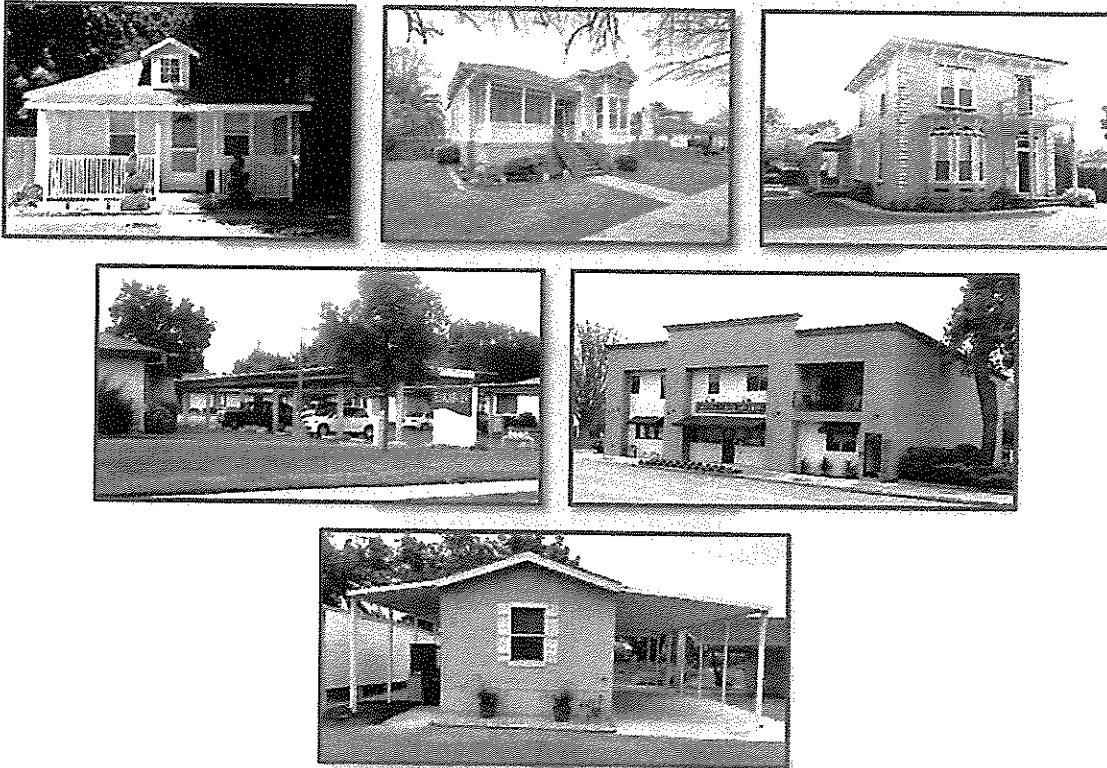
EXHIBIT B.

DOWNLOADED MAY 23, 2022



City of Colusa
Planning Department
425 Webster Street
P.O. Box 1063
Colusa, CA 95932-1063
<http://www.cityofcolusa.com/>

HOUSING ELEMENT UPDATE 2020-2028



PLANNING COMMISSION DRAFT

ADOPTED ON TBA

CITY COUNCIL RESOLUTION TBA

B

9.2 REGULATORY FRAMEWORK

A. AUTHORITY

California Government Code § 65302(c) requires every county and city in the state to include a "Housing Element" as part of its adopted General Plan. In stipulating the content of this Housing Element, Article 10.6 of the Government Code indicates that the Housing Element shall consist of "identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives and scheduled programs for the preservation, improvement and development of housing." This legislation further states that the Housing Element "shall identify adequate sites for housing, including rental housing, factory-built housing and mobile homes, and shall make adequate provision for the existing and projected needs of all economic segments of the community." This Housing Element was adopted on December 1, 2020. In accordance with state law, this Housing Element has been updated for the 6th Housing Cycle, valid between December 31, 2018 and June 15, 2028.

B. STATE HOUSING GOALS

According to the California Statewide Housing Plan Update, it is the goal of the State to "ensure to all Californians the opportunity to obtain safe, adequate housing in a suitable living environment." In addition, HCD has established the following four primary goals:

- Provision of new housing
- Preservation of existing housing and neighborhoods
- Reduction of housing costs
- Improvement of housing conditions for special needs groups

C. RECENT LEGISLATION

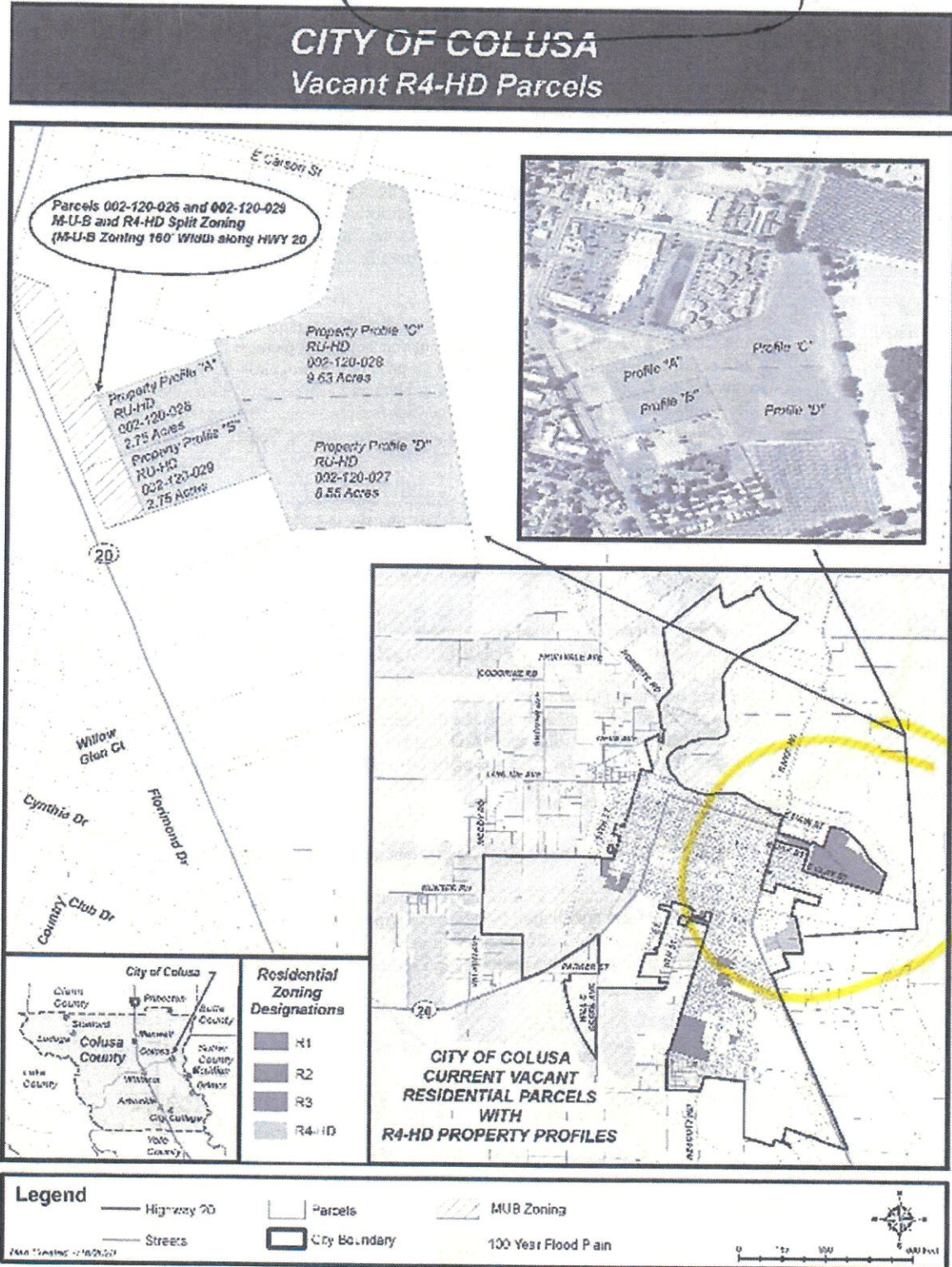
Recent legislation, pertinent to the preparation of the Housing Element and housing element law, include the following:

- SB 2135 (California Government Code § 54220) – Requires the City of Colusa to provide opportunity to provide affordable housing on surplus City property.
- SB 1069 (California Government Code § 65852) – Accessory Dwelling Units
- AB 1397 (California Government Code §§ 65580, 65583 and 65583.2) – Housing Package that includes accelerating affordable housing development, revises methodology for determining realistic development capacity, reduces constraints to the production of affordable housing and creates new opportunities for housing development.
- AB 2248 (California Government Code § 65583) – Land Inventory Requirements
- AB 1233 (California Government Code § 65583) – Provision of Adequate Sites for Regional Housing Needs Allocation (RHNA)



B

Figure 9.5-2. Vacant R-4-HD Lands Map



B



CALIFORNIA RURAL LEGAL ASSISTANCE, INC
FIGHTING FOR JUSTICE, CHANGING LIVES
SINCE 1966

B. Program H-2

Program H-2 required the City to analyze and potentially revise the "Zoning Code as appropriate, to promote flexibility in densities and uses, to improve incentives for affordable housing production and to bring applicable codes into compliance with State Law." (HE, p. 85.) The analysis indicates that the City did not complete this program and that it has been revised and replaced by Program H-2 in the current draft Housing Element.

In *Building Blocks*, HCD states that Housing Element programs should contain, among other things, a "description of the specific action steps to implement the program."¹ The lack of concrete steps defined to meet the purpose of this program was likely a contributing factor in the City's failure to implement it. In order to ensure the revised program's efficacy in the current cycle the City must provide further concrete steps that it will take to meet the deadlines it has set to amend the Zoning Code.

C. Program H-4

Program H-4 contemplated Public Works standards adopted in 2007 and required the City to establish these standards "in a manner that encourages the creation of housing, minimizes impacts on the cost and supply of housing and maximizes land resources." (HE, p. 85.)

The City's analysis of Program H-4 is vague as to the City's actions to attempt to complete this program, merely stating that "standards were reviewed for housing production impacts and found not to need amending." (HE, p. 85.) In fact, the analysis does not even seem to address the program's objective of implementing these standards as described above. This is likely because the program itself provided no framework for implementation, review, timeline, or schedule of actions. This failure of specificity makes it impossible to know what, if any, actions were taken to implement this program.

D. Program H-20

Program H-20 of the previous Housing Element required the City to

work cooperatively with local growers, agricultural-related businesses, such as packing and distribution facilities, the farm bureau and advocates for farm workers, such as California Rural Legal Assistance, Inc, for the purpose of determining available resources and shortfalls to address farm workers housing needs.

¹ <https://www.hcd.ca.gov/community-development/building-blocks/program-requirements/program-overview.shtml>



COMMENT
ASSUMED
RESIDENTIAL



EXHIBIT C

EXHIBIT C

Business

UCC

Login

MAY 26, 2022

Business Search SEARCH

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

JAC Industries

Advanced ▾

Results: 36

C

Login

Business

UCC

1/1/2022

1/1/2022

1/1/2022

1/1/2022

1/1/2022

BILL JACK
 INDUSTRIES
 (236023)

> 05/04/1949

Terminated

Stock
 Corporation
 - CA -
 General

CALIFORNIA

BILL JACK
 INDUSTRIES
 (315390)

> 02/01/1956

Suspended
 - FTB

Stock
 Corporation
 - CA -
 General

CALIFORNIA

CLAY JACKSON
 INDUSTRIES
 (NC) (1336360)

> 04/08/1985

Terminated

Stock
 Corporation
 - CA -
 General

CALIFORNIA

MARSHA L
 JACKSON

JAC INDUSTRIES
 CORP (4825246)

> 01/01/2022

Active

Stock
 Corporation
 - CA -
 General

CALIFORNIA

JERRY BINJUN
 ZHU

JAC INDUSTRIES
 LLC
 (201508610002)

> 12/31/2014

Suspended
 - FTB/SOS

Limited
 Liability
 Company -
 CA

CALIFORNIA

CHRISTOPHER
 MARTIN

JACAERC
 INDUSTRIES
 LLC
 (201020310174)

> 07/22/2010

Active

Limited
 Liability
 Company -
 CA

CALIFORNIA

JORDYN
 FARRISS

JACE
 INTERNATIONAL
 INDUSTRIES
 LIMITED
 (655247)

> 12/26/1972

Suspended
 - FTB

Stock
 Corporation
 - CA -
 General

CALIFORNIA

JACE B BARRY
 INDUSTRIES LLC
 (201803910350)

> 01/24/2008

Suspended
 - FTB

Limited
 Liability
 Company -
 CA

CALIFORNIA

MICHAEL W
 FENTON

JACE ANTHONY
 INDUSTRIES
 (NC) (812495)

> 03/28/1977

Active

Stock
 Corporation
 - CA -
 General

CALIFORNIA

V CATHLEEN
 ANTHONY

JACK BARRY
 INDUSTRIES
 (NC) (176133)

> 06/12/1974

Terminated

Stock
 Corporation
 - CA -
 General

CALIFORNIA

PATTE BARRY

JACK
 INDUSTRIES
 LLC
 (201052110040)

> 11/16/2010

Suspended
 - FTB

Limited
 Liability
 Company -
 CA

CALIFORNIA

DORA ALICIA
 ANZALDO
 CAMPOS

JACK
 INDUSTRIES
 LLC
 (201052110040)

> 04/20/2016

Active

Limited
 Liability
 Company -
 CA

CALIFORNIA

RAFFERTY
 JACKSON

JACK
 INDUSTRIES
 (NC) (277227)

> 09/23/2005

Suspended
 - FTB

Stock
 Corporation
 - CA -
 General

CALIFORNIA

LAWRENCE C
 DURAN

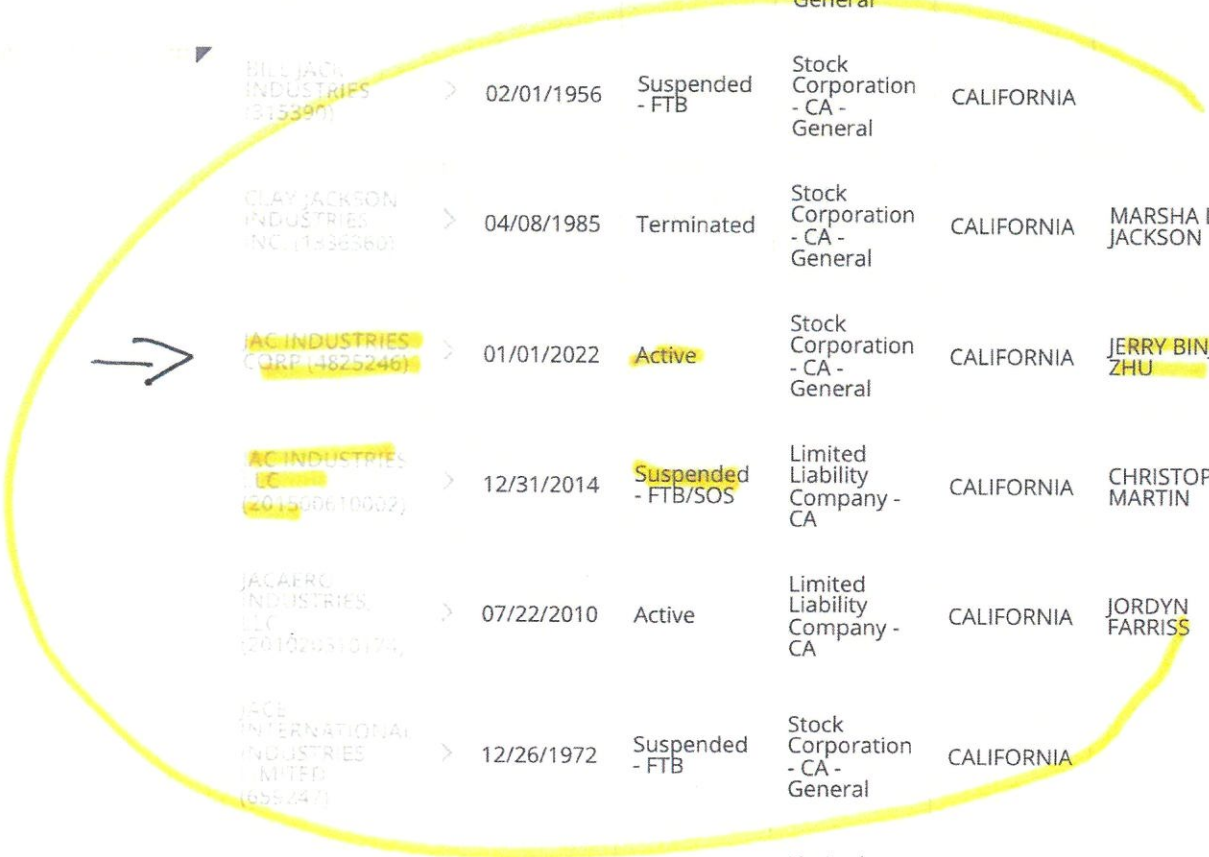
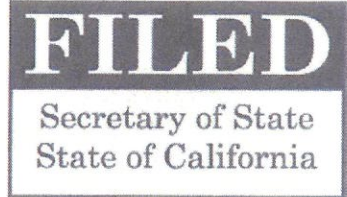


EXHIBIT D



D

California Secretary of State Electronic Filing



General Stock Corporation - Articles of Incorporation

Entity Name: JAC INDUSTRIES CORP
 Entity (File) Number: C4825246
 File Date: 01/01/2022
 Entity Type: General Stock Corporation
 Jurisdiction: California

Detailed Filing Information

1. Corporate Name: JAC INDUSTRIES CORP
2. Business Addresses:
 - a. Initial Street Address of Corporation: 422 CARBONIA AVE
WALNUT, California, 91789
United States of America
 - b. Initial Mailing Address of Corporation: 422 CARBONIA AVE
WALNUT, California, 91789
United States of America
3. Agent for Service of Process:

Individual Agent: JERRY BINJUN ZHU
422 CARBONIA AVE
WALNUT, California, 91789
United States of America
4. Shares: 1000000
5. Purpose Statement: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.
6. Future File Date Of: 01/01/2022

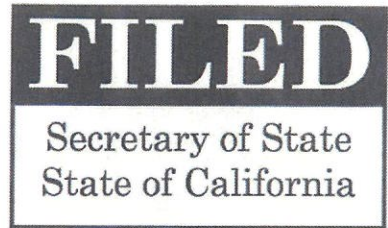
NOT
SUNSET BEACH
P.O. BOX

The incorporator affirms the information contained herein is true and correct.

Incorporator: JERRY BINJUN ZHU



**California Secretary of State
Electronic Filing**



D

Corporation - Statement of Information

Entity Name: JAC INDUSTRIES CORP

Entity (File) Number: C4825246

File Date: 01/04/2022

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: H081348

Detailed Filing Information

- 1. Entity Name: JAC INDUSTRIES CORP
- 2. Business Addresses:
 - a. Street Address of Principal Office in California: 422 CARBONIA AVE
WALNUT, California 91789
United States of America
 - b. Mailing Address: 422 CARBONIA AVE
WALNUT, California 91789
United States of America
 - c. Street Address of Principal Executive Office: 422 CARBONIA AVE
WALNUT, California 91789
United States of America
- 3. Officers:
 - a. Chief Executive Officer: JERRY BINJUN ZHU
422 CARBONIA AVE
WALNUT, California 91789
United States of America
 - b. Secretary: CARRIE YIQING CUI
422 CARBONIA AVE
WALNUT, California 91789
United States of America

Document ID: H081348

D



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

CARRIE YIQING CUI
422 CARBONIA AVE
WALNUT, California 91789
United States of America

4. Director:

JERRY BINJUN ZHU
422 CARBONIA AVE
WALNUT, California 91789
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

JERRY BINJUN ZHU
422 CARBONIA AVE
WALNUT, California 91789
United States of America

6. Type of Business:

BUSINESS CONSULTING

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: JERRY BINJUN ZHU

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: H081348

D



California Secretary of State
Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. CARRIE YIQING CUI
422 CARBONIA AVE
WALNUT, California 91789
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: H081348

EXHIBIT E.

EXHIBIT E.

COVID-19: Northern California COVID Updates Continuing Coverage

ACTION NEWS NOW: Download Our Apps

https://www.actionnewsnow.com/news/5-people-arrested-in-connection-to-large-scale-marijuana-grow-in-colusa/article_2d9c3c46-c2a3-11ec-bda2-2b6e6bf80cfe.html

5 people arrested in connection to large-scale marijuana grow in Colusa

By: Ariana Powell

Apr 22, 2022



COLUSA, Calif. - The Colusa County Sheriff's Office served a search warrant and arrested five suspects connected with a large-scale, illegal indoor marijuana grow operation on Thursday at around 7 a.m. inside an old rice mill on the 200 block of E. Main St. in Colusa.

The illegal operation had been taking place for several months, according to the Colusa County Sheriff's Office.



E

The marijuana grow operation has been connected to other operations in the San Joaquin County area. The San Joaquin County Task Force helped with the investigation after the connection was discovered.

The investigation resulted in the confiscation of 4,832 mature marijuana plants and the arrest of five suspects, Bo Sen Tan, 45 of San Leandro; Zhui Gou Hiu, 43, of Brooklyn, New York; Hong Pin Zhen, 52; Guo Ming Zhang, 56; and Xin Shi Yu, 45.



E

All suspects were arrested during the service of the search warrant and were booked into the Colusa County Jail on the charges of conspiracy to commit a crime and the illegal cultivation of marijuana, according to the Colusa County Sheriff's Office.



The investigation is ongoing.

If anyone has information about the illegal marijuana grow operation, please contact Sergeant Arnold Navarro at 530-458-0200.

Ariana Powell

Weekend assignment desk editor and web producer

EXHIBIT F.

City Council approves zoning for cannabis park

By Susan Meeker

July 24, 2019

EXHIBIT F

The Colusa City Council last week rezoned about 84 acres adjacent to the Sacramento River on East Clay Street from residential to light industrial to pave the way for the proposed 1.4 million square-foot Triple Crown Cannabis Research and Development Park.

The rezoning would allow the developers to scrap their previous plan to build a large residential project, originally pitched to the city during the booming housing market, in order to invest in the growing cannabis market.

Instead of 257 new homes, the Triple Crown project would include 14 to 17 "state-of-the-art" greenhouses for the cultivation of marijuana, as well as facilities for the manufacturing, research, and development of cannabis products, and a "state-of-the-art" testing lab.

The City Council also voted 4-0, with Councilman Dave Markss absent, to adopt the mitigated negative declaration prepared by Oakland-based Horizon Water and Environment, LLC, who determined that the impacts of such a large marijuana operation on air quality, water quality, utility and service systems, greenhouse gas emissions, storm drainage, wildlife, recreation, traffic, public health, and public safety would be insignificant with proper mitigation.

A monitoring and reporting program to ensure that the mitigation measures identified in the report are carried out as the project develops was also approved 4-0, upon the recommendation of the Colusa Planning Commission.

The Triple Crown project would be constructed in phases as market and investment opportunities demand, and would be subject to a host of required state and local permits, officials said.

According to Horizons report, the project could include, in addition to greenhouses for marijuana cultivation and processing, a 45,000 square-foot facility for research, development, and training, a 40,000 square-foot warehouse and distribution center, and a 30,000 square-foot administration building.

Seepage of water under the levee, odor, human exposure to hazardous materials, noise, and traffic are among the major challenges that will have to be mitigated, according to the report.

"I personally dont care if they have marijuana processing there, residential housing, or 18 skyscrapers," said Woody Yerxa, who spoke at the July 16 public hearing. "The seepage has to be dealt with.

City officials said concerns about the project, particularly water seepage, would be dealt with during the permitting phase, once the property owner actually submits a project description and design, which has not yet been done.

"Once that does happen, we will assure the seepage is handled," said City Manager Jesse Cain. "Everything is resolvable.

A Colusa resident, who lives on East Clay across from the property, said he is deeply concerned about the impact a marijuana project of this size would have on the city, not to mention his own familys quality of life and his property values.

"I dont like it," he said. "I dont think it is in the best interest of the community.

Among the publics concern with a potentially large cannabis operation within city limits is the odor, as the mitigated negative declaration indicates that just 90 percent " not 100 percent " of marjuanas pungent odor could be filtered to a less than significant level.

In a letter to Colusa officials, Colusa County Community Services Direct Greg Plucker said he also had concerns about the project and the negative mitigated declaration, which he said was not entirely supported by the evidence.



F



Plucker requested that the Colusa Planning Commission require a full Environmental Impact Report before they approve such a large project. Among his concerns is the use of highly volatile chemicals, solvents, fertilizers, and pesticides routinely used in the cannabis manufacturing industry.

City officials, however, said the state has stringent criteria for cannabis manufacturing, which includes the handling of chemicals, as well as restrictions on the total number of licenses each cannabis business can hold.

Colusa Mayor Greg Ponciano said each phase of the project would also have to go through the Planning Commission and City Council, and would be regulated and permitted each step of the way.

" We have some safeguards if this was to go forward," Ponciano said. " There would be some safeguards, and part of those safeguards would be the developer agreement and licensing. And it is incumbent on the applicant to mitigate those things, like smell, like security! We are not going into this blindly.

Cain said Colusas cannabis ordinance is written so that the city can review projects annually and ask all cannabis developers to " beef up" mitigation efforts if issues occur at their facilities.

Because last weeks City Council action was only to rezone the property and not to consider any actual project - cannabis or otherwise - city officials were not hesitant to express their relief that the large scale housing project the public has fought against for a decade has effectively been taken off the table.

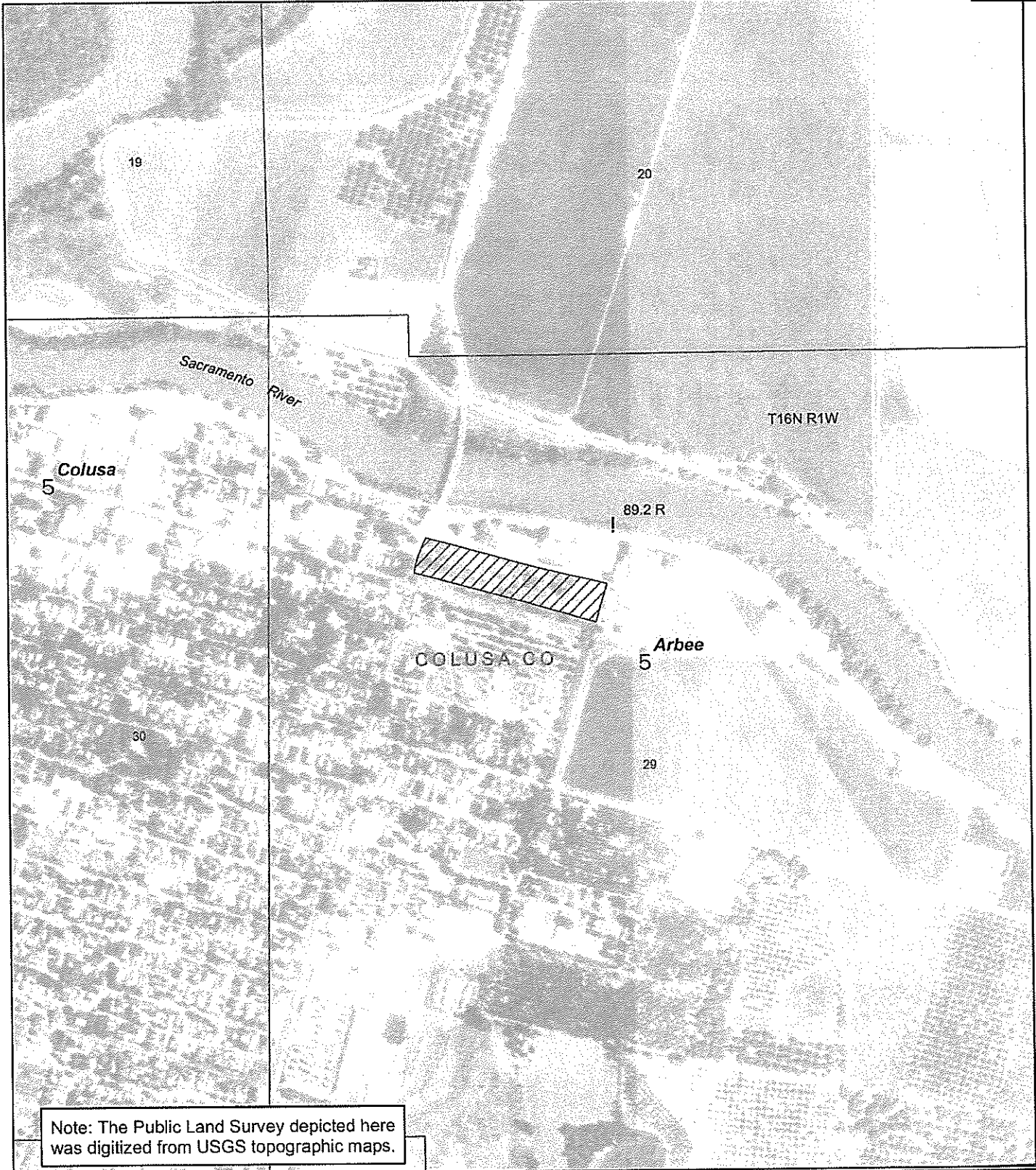
" Im very comfortable making the adjustment from residential," said Councilman Tom Reische. -

26

EXHIBIT G

EXHIBIT G



Item 12.

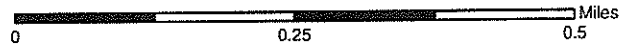


Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

King, Laura

Contract No. 14-06-200-1086Z-R-1
Exhibit B

-  Contractor's Service Area
-  Point of Diversion



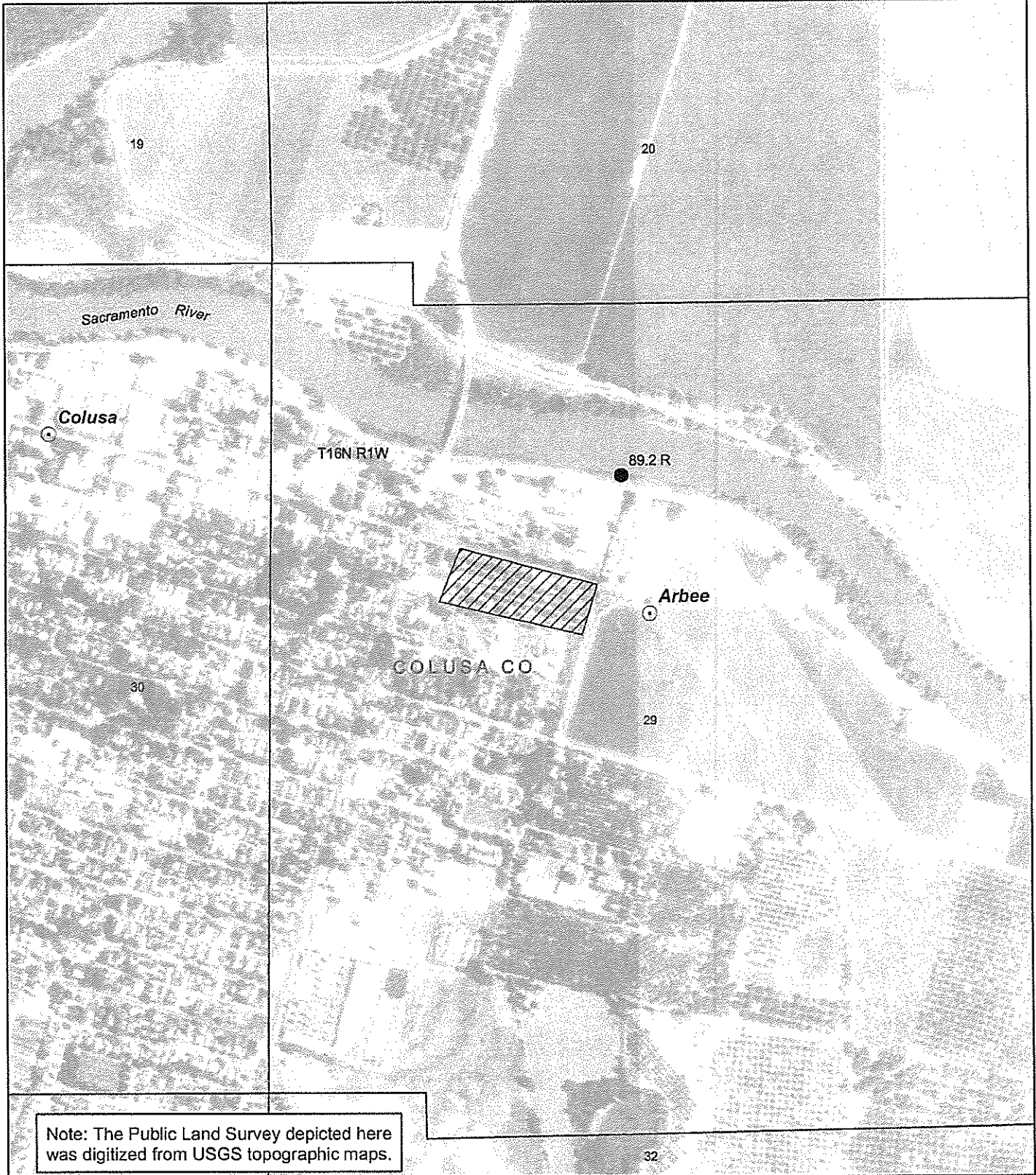
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725-202-80



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EXHIBIT G

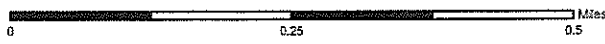
Item 12.



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

-  Contractor's Service Area
-  Point of Diversion

King, Benjamin and Laura
Contract No. 14-06-200-1086Y-R-1
Exhibit B



Date: November 9, 2004
File Name: N:\districts\contracts\king_benjamin_and_laura\king_benjamin_and_laura.mxd

725-202-79

DATE May 31, 2022

TO: The City of Colusa Planning Commission

SUBJECT: Colusa Triple Crown Cannabis Research and Development Business Park

I attended the May 11, 2022, Planning Commission meeting in regard to the Colusa Triple Crown Cannabis Research and Development Business Park ("project"). The City of Colusa is using a 2019 Initial Study/Mitigated Negative Declaration (2019 IS/MND) to address project impacts, as required under the California Environmental Quality Act (CEQA). I stated during the May 11 meeting that the 2019 document does not sufficiently describe the proposed action based on the 2022 design, and as a result the analysis of impacts is insufficient. Differences in the 2019 proposed action and the current design proposal include: the 2019 proposed action had the buildings spread across the project area in three different locations, while the current proposal has most of the buildings concentrated in the northwest corner of the property; and the 2019 schedule and phasing covered five (5) phases over the course of eight (8) years while the current proposed design is reduced to three (3) phases, which implies more rapid construction schedule, thus compressing the impacts to a shorter time frame. Additionally, it was stated during the May 11 meeting that the analysis within the 2019 document was based on modeling and documentation conducted for a previous proposed project, the 2010 Riverbend Estates, formerly Colusa River Bend Phase II (the housing development.) The housing development was a completely different proposed project, therefore any modeling (such as how surface water flows across and off the property) conducted for that project would be inconsistent with the current proposed project impacts on resources. In addition, modeling conducted over 10+ years ago should not be considered the most up-to-date science and analysis. Beyond that, from my review of the 2019 document none of the modeling was appended to the CEQA document for the public to review, nor does the document indicate that the modeling used for analysis was conducted several years prior to the development of the proposed action. During the May 11 meeting, it was stated by the applicant that the "Hydrology and Water Quality" analysis was based upon the decade old modeling from the housing development, when in fact the 2019 document states that the analysis was based upon information from FEMA mapping, the Sacramento Valley Groundwater Basin subbasin designation, and other generalized regulatory characterizations (pg. 3-96 to 3-104).

There is a limitation period on the use of CEQA documents (see CEQA Statute and Guidelines § 21157.6). CEQA documents must be supplemented, updated, include an addendum, or be redone if the approval of the project was not as described in the master environmental impact report. Specifically, the Guidelines state:

"The master environmental impact report shall not be used for the purposes of this chapter if either of the following has occurred: (1) The certification of the master environmental impact report occurred more than five years prior to the filing of an application for the subsequent project. (2) The filing of an application for the subsequent project occurs following the certification of the master environmental impact report, and the approval of a project that was not described in the master environmental impact report, may affect the adequacy of the environmental review in the master environmental impact report for any subsequent project."

Additionally, the CEQA Statute and Guidelines (§ 21166) states that: "When an environmental impact report has been prepared for a project pursuant to this division, no subsequent or supplemental

environmental impact report shall be required by the lead agency or by any responsible agency, unless one or more of the following events occurs: (a) Substantial changes are proposed in the project which will require major revisions of the environmental impact report. (b) Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report. (c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available."

To adequately follow the CEQA Statute and Guidelines, the City of Colusa must take a hard look at the current proposed project to see if it truly fits within bounds of the 2019 IS/MND and accompanying environmental assessment.

I would also like to raise some issues to the Planning Commission's attention, beyond that the 2019 CEQA document does not adequately describe the current proposed action.

Valley Elderberry Longhorn Beetle: The 2019 IS/MND states that there are two elderberries of note, one within project boundaries, one directly adjacent to the project boundaries. The elderberry is the host plant to the federally protected valley elderberry longhorn beetle (*Desmocerus californicus*) (VELB). The document states that the elderberries are isolated from intact riparian habitat. However, one is located within the dense vegetation growing along the north-northeast of the project boundary, near the buildings to be demolished. While this stand of vegetation is not cohesive with the riparian vegetation on the water side of the levee, it is close enough to provide similar habitat benefits to those wildlife species that utilize the area. If the plans handed out during the May 11, 2022, meeting are accurate, that elderberry shrub and the surrounding vegetation will be removed, triggering the need to mitigate for the impacts to VELB via the host elderberry plant, if not for the impacts to the surrounding vegetation.

If there are impacts to elderberries, it is required to consult with U.S. Fish and Wildlife Service (USFWS) under Section 10 due to anticipated impacts to VELB, a species listed under the Endangered Species Act, prior to any action taken against elderberries, the host plant of the VELB. Nowhere in the documentation do I see that the applicant or the City of Colusa Planning Commission has started the required consultation process with USFWS under Section 10 of the Endangered Species Act for effects to the listed VELB. Nor is the USFWS listed on page 3-2 of the document as an "Other Public Agency whose Approval or Input May Be Needed". If "take" (i.e., "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct") occurs without consultation with USFWS under Section 10 of the Endangered Species Act, criminal violations may result in imprisonment and a fine of up to \$50,000.

If impacts to any elderberry shrub is not avoidable (e.g., shrub must be removed or heavily trimmed), and Mitigation Measure BIO-2 is implemented, applicant must consult with USFWS under Section 10 of the Endangered Species Act to coordinate appropriate mitigation prior to any action taken. USFWS will need to approve location for transplantation of shrub(s) and likely notify the applicant of appropriate mitigation for transplantation (often either buying credits from a mitigation bank or adding additional plantings of elderberry shrubs and/or other riparian plants in conjunction with the transplanted shrub.) Mitigation of a single elderberry shrub can cost between \$10,000 and \$50,000, depending on the mitigation compensation agreed upon under consultation with USFWS.

Western Yellow-billed Cuckoo: Western yellow-billed cuckoo (*Coccyzus americanus*) is listed as Threatened under the Federal Endangered Species Act and listed as Endangered in California under the California Endangered Species Act. The riparian corridor to the north provides suitable stopover habitat, along with the vegetation near and on the north-northeastern edge of the project footprint. The project occurs well within the defined summer range for the yellow-billed cuckoo; transient individuals and nesting pairs could use the area for foraging and migration corridors. The document states that, while nesting impacts are not anticipated (due to BIO-3), it is possible that noise and vibration could have impacts, and that the implementation of mitigation measures BIO-1 through BIO-5 would reduce these impacts to less than significant with mitigation (pg. 3-173). Bio-1 and Bio-2 refer to impacts to VELB and the host elderberry plant. Bio-3 is appropriate in regard to bird surveys noting potential nests but has nothing to do with the reduction of noise or vibration effects on sensitive bird species such as the Western yellow-billed cuckoo. Bio-4 is for Swainson's Hawk only. There is no BIO-5 mitigation measure in the document. None of the above impacts address non-nesting impacts to the Western yellow-billed cuckoo. NOI-1 is the Implementation of Buffers between Sensitive Receptors and the Proposed Project Construction Equipment; however, the document does not list wildlife as a sensitive receptor, and in the case of Endangered Species listed species, they should be considered as such. The document does not detail how mitigation measures such as NOI-1 might reduce impacts of noise and vibration on ESA listed species, which could lead to "take" and a violation under the Endangered Species Act. The applicant should consult with USFWS on potential affects to the Western yellow-billed cuckoo to avoid take on the listed species.

Migratory Bird Surveys: Typical nesting surveys should be done within 48 hours of commencing activity/work on the ground, not two weeks. Two weeks is long enough to allow nesting migratory birds enough time to build a nest and lay eggs. Once the nest is active, the buffer must be established and maintained until baby birds have fledged.

Bats: The table "Mitigation Monitoring and Reporting Program" is missing mitigation measures for bats. Several species of bat are identified by California Department of Fish and Wildlife (CDFW) as species of special concern. Mature trees that may provide suitable roost cavities for pallid bats (*Antrozous pallidus*) and other trees with suitable foliage for roosting by western red bats (*Lasiurus blossevillii*) occur in and adjacent to the project area. It is possible this habitat would support a maternity colony; removal of a maternity colony could result in loss of a large number of individuals of special-status bats, potentially having a substantial adverse impact on the local population under CEQA. Implementing mitigation measures will reduce potentially significant effects on roosting special-status bats under CEQA to a less-than-significant level by implementing appropriate buffers around active roosts that could be affected by project activities. Some example language from similar documentation that could be utilized to reduce impacts to sensitive bat species follows:

- o The applicant will implement the following measures, to avoid and minimize effects on special-status bats:
 - Wherever feasible, the applicant will conduct construction activities outside of the pupping season for bats (generally April 1 to August 31).
 - Designated environmental biologists will specify which trees slated for removal contain suitable bat roosting habitat. Trees indicated for removal that are not identified as suitable bat habitat can be removed using normal methods.
 - Live trees that are indicated to contain roosting habitat shall be removed in a two-phase process. The first day, under the supervision of the biological monitor, remove limbs and branches that do not contain cavities, cracks, crevices, or deep bark fissures that can provide roosting habitat. On the second day remove the remainder of the tree by gently

lowering the tree to the ground, under the supervision of the biological monitor. If it is not feasible to remove a tree using the two-phased approach, limbs containing habitat features should be removed and gently lowered to the ground in a location where they are not likely to be crushed or disturbed by the felling of the tree and left undisturbed for the next 48-hours.

- Standing dead trees or snags with habitat features should be removed over a single day by gently lowering the tree or snag to the ground. The tree or snag should be left undisturbed on the site for the next 48-hours.
- For trees containing suitable bat roosting habitat that will be trimmed, trimming shall be conducted in the presence of a biological monitor. If trimming results in the removal of vegetation that contains potential bat habitat, vegetation should be gently lowered to the ground and left near the tree for 48-hours prior to removal, if feasible. If the vegetation cannot be left for 48-hours, the biological monitor shall survey the vegetation for the presence of bats. If any bats are found within the vegetation, the vegetation must be left for 48-hours (or CDFW should be called for guidance regarding relocation of the bat dependent on urgency for removal).
- If removal of trees must occur during the bat pupping season, within 30 days of tree removal activities, all trees to be removed will be surveyed by a qualified biological monitor for the presence of features that may function as special-status bat maternity roosting habitat. Trees that do not contain potential special-status maternity roosting habitat may be removed. For trees that contain suitable special-status bat maternity roosting habitat, surveys for active maternity roosts shall be conducted by the designated biological monitor in trees designated for removal. The surveys shall be conducted from dusk until dark.
- If any special-status species bat maternity roost is located, appropriate buffers must be established by clearly marking the buffer area. The buffer area must be a minimum of 100 feet outside the tree containing the maternity roost. No contract activities shall commence within the buffer areas until the end of pupping season (September 1st), or the biological monitor confirms that the maternity roost is no longer active.
- If construction activities must occur within the buffer, the biological monitor must monitor activities either continuously or periodically during the work, which will be determined by the biological monitor. The biological monitor would be empowered to stop activities that, in their opinion, would cause unanticipated adverse effects on special status bats. If construction activities are stopped, the biological monitor would inform the City of Colusa Planning Commission, and CDFW would be consulted to determine appropriate measures to implement to avoid adverse effects.
- The biological monitor must attend a meeting with Planning Commission's designated environmental personnel prior to tree removal to discuss the intent and implementation of measures to protect special status bat species. This can be part of the preparatory meeting held prior to tree removal.
- The designated environmental personnel will provide the biological monitor with data sheets that must be used to document removal of trees identified as potential roosting habitat. At minimum, the biological monitor should document the following information: weather conditions, date, and time of removal for each tree, method(s) of removal for each tree and reasoning, equipment used, and any other biological observations of note. The biological monitor should also take photos pre- and post-felling of each tree identified as potential roosting habitat.

- Biological monitors for tree removal outside pupping season must have familiarity with bat ecology and habitat requirements. Biological monitors for tree removal during pupping season must have prior experience surveying and monitoring for bats and must be approved by the City of Colusa Planning Commission. The biological monitors must also have a degree (Bachelors of Science or higher) in biology, ecology, wildlife biology, or related fields. They must have a minimum of 3 years field experience using USFWS and CDFW techniques and experience with the wildlife species likely to be encountered on the site.

Burrowing Owls: The 2019 document does not discuss burrowing owls (*Athene cunicularia*), which are a state special species of concern and have also been petitioned to be listed under the California Endangered Species Act. The areas within the project footprint that have been left undisturbed, such as the areas near the levee and amongst the old buildings to the north-northeast, are areas that would have potential to have burrowing owls. Impacts to burrowing owls and their habitat and the mitigation for those impacts must be coordinated with CDFW. Recommended mitigation measures from similar documentation could include:

- Prior to the implementation of construction, surveys would be conducted to determine the presence of burrows or signs of burrowing owls at the project site. A habitat assessment and any proceeding surveys would be conducted in accordance with Appendix D of the Staff Report on Burrowing Owl Mitigation (CDFG 2012).
- If burrowing owls are observed, coordination with the California Department of Fish and Wildlife (CDFW) would be initiated to determine the appropriate actions to take or any additional avoidance and minimization measures that may need to occur. These measures may include creating a protective buffer around occupied burrows during the duration of the breeding/juvenile rearing season and biological monitoring of active burrows to ensure that construction activities do not result in adverse effects on nesting burrowing owls.
- If potential burrows are present, all on-site construction personnel would be instructed on the potential presence of burrowing owls, identification of these owls and their habitat, and the importance of minimizing impacts on burrowing owls and their habitat.

Tribal Consultation: In 2019, six tribes (provided in a list from the Native American Heritage Commission) were notified of the project through mailed letters. At the time of the publication of the 2019 IS/MND, none of the tribes that were contacted had responded. Given the period of time that has elapsed since then and the changes in design from 2019 to 2022, it would behoove the applicant and the Planning Commission to reach out to the tribes again and recommend calling and/or emailing the tribal environmental and/or cultural staff for each listed tribe, beyond just mailing letters for a true good faith effort in the state mandated tribal consultation (i.e., tribal consultation under AB 52)¹. It is highly recommended by cultural resources professionals to send more than one consultation notice to ensure the tribes receive the notice. On a note related to tribes and cultural resources, nowhere in the document does it state that the applicant would have a cultural resources monitor on site during construction, monitoring for potential cultural resources. Without a cultural monitor, Mitigation

¹ Please note: For compliance under AB-52 Tribal Consultation, within 14 days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a lead entity or agency must provide formal notification to the designated contact or tribal representative of traditionally and culturally affiliated California native American Tribes that have requested notice.

Measures CR-1 through CR-3 would need to be determined by non-trained personnel, which could lead to missing or misidentifying cultural resources during construction.

I strongly urge the City of Colusa Planning Commission to consider the above when deciding the sufficiency of the 2019 IS/MND to cover activities being proposed in the current design. If the Planning Commission decides to move forward with the current proposed project using the 2019 IS/MND, I urge the Commission to consider the issues listed above for biological and cultural/tribal resources.

Thank you,

Mariah Brumbaugh

Email: mariahgarr@yahoo.com

Phone: 530-570-3764

Colusa Planning

From: Julie Garofalo <jagarofalo85@gmail.com>
Sent: Thursday, June 16, 2022 6:30 PM
To: rselover@selovers.com; City Manager; Colusa Planning; City Clerk; rrj@jones-mayer.com
Subject: Riverbend Estates, LLC - Planning Commission Public Comment (6/22/2022)
Attachments: JGarofalo_PlanningCommission_PublicComment_June22_2022.pdf;
FEMA_Firm_Map_Released_June10_2022.pdf

Hi All,

Thank you for listening to my public comments during the May 11, 2022 Planning Commission meeting. I have attached those comments, as well as my revised responses following that meeting, as Exhibit A.

Since the May meeting, there have been very recent developments regarding the FEMA flood zone designation in the Colusa area. On June 10, 2022, FEMA publicly released the new flood maps, which indicate the proposed project area for Riverbend Estates is located in Flood Zone AE, with base flood elevations determined during a 100-year storm event.

Prepared by a reputable civil engineer with 20+ years of experience in levee design and flood protection infrastructure projects, I have attached Exhibit B that provides design considerations and concerns for this project based on the new flood mapping.

While the purpose of this project on the agenda is to pass a Development Agreement to allow cannabis cultivation on this property, I believe that the City and the landowner should re-engage with the USACE and the CVFPB, and other agencies as appropriate, as soon as possible to determine if the project, as proposed, would have any impacts to through seepage or underseepage and/or the integrity of the levee, based on results of the updated FEMA flood mapping. Setback criteria may have changed, and the project design may need to change (potentially significantly) to meet any new criteria or address flooding concerns.

I am requesting that this email and all attachments to this email are incorporated into the public record and provided to the Planning Commission for the meeting to be held on June 22, 2022.

Thank you,

--

Julie A. Garofalo, PG, CHG
Associate Hydrogeologist
Ph: 916.752.2617

June 16, 2022

City of Colusa – Planning Commission
425 Webster St.
Colusa, CA 95932

RE: Public Comment and Response to Riverbend Estates, LLC’s Cannabis Research and Development Business Park – Planning Commission Meeting on June 22, 2022

Dear Planning Commission,

I am a licensed Professional Geologist and Certified Hydrogeologist in the State of California, with over ten years’ experience in preparing groundwater evaluations for water supply assessments, environmental document preparation, and surface water-groundwater interaction.

I have reviewed the IS/MND report (2019) prepared for the proposed Triple Crown Cannabis Research and Development Business Park, and the revised design for the JAC/Colusa Farms Cannabis Facility (as presented at the May 11, 2022, Planning Commission meeting). My public comments from the May 11th meeting and my follow-up comments are provided in **Exhibit A** (attached). My independent review indicates there was inadequate analysis of the groundwater-surface water interaction and potential impacts during operation of the agricultural well, failure to assess impacts to neighboring properties’ shallow domestic wells and septic systems from the 13-acre detention basin, and failure to assess for changes in flow patterns of levee through-seepage and underseepage water due to the planned construction of impervious surfaces.

FEMA has very recently completed its flood modeling and evaluation for the Colusa area and publicly released an updated flood zoning map on June 10, 2022. The majority of the total 83-acre project area, formerly mapped in Zone X, is now located in Zone AE (see attached **Exhibit B**). The design documents for this project indicate a finished building pad elevation of 56 feet, with adjacent site grading likely to be lower, all below the 100-year base flood elevation of 57 feet (NAVD88). Furthermore, the planned sewer pipes are within Zone AE, which could impact downstream City sewer lines, or the sewer pipes would become unavailable for discharge of excess irrigation water from the project during flood events.

An independent review by a reputable civil engineer with 20+ years of experience in levee design and flood protection infrastructure indicates that this project, as proposed, has the potential to exacerbate the underseepage and affect the level of protection provided by the Sacramento River levee.

Since the FEMA flood zoning has changed since the release of the IS/MND report, it is imperative that the City and the landowner re-engage with the U.S. Army Corps of Engineers (USACE) and the Central Valley Flood Protection Board (CVFPB) to determine how the proposed project may impact underseepage and flooding potential, and to ensure that public safety in our community is maintained.

I appreciate your consideration in addressing these concerns and am available to answer any questions.

Thank you,



Julie A. Garofalo, PG, CHG

EXHIBIT A

Public Comment and Response to Colusa Triple Crown Cannabis Research and Development Business Park IS/MND Report (2019), following the May 11, 2022 Planning Commission Meeting

I, Julie Garofalo, am a licensed Professional Geologist and Certified Hydrogeologist in the State of California. In my professional career, I have had the opportunity to work with many different land developers on the water supply side of projects. I have experience in preparing Water Supply Assessments, and environmental documents such as Notice of Exemption (NOI) and Initial Study/Mitigated Negative Declaration (IS/MND) reports. Upon review of the IS/MND report prepared in February 2019 for this project, I have identified several deficiencies in the report and project design that cause great concern.

I. Groundwater-Surface Water Interaction

- 1) The IS/MND report suggests that **groundwater levels within the proposed Project area are heavily influenced by surface water elevations in the Sacramento River**. No analysis was provided to support this finding or show the correlation between groundwater and surface water elevations, or showing historical seasonal highs and lows of the groundwater table during wet and dry periods.

- 2) The Project identifies an existing agricultural well to provide irrigation water for cannabis plant cultivation. The report indicates the well has a reported capacity of 1,450 gallons per minute (gpm), but no information was provided on the construction details of the well, such as how deep the well was drilled, the depth of the well screen intervals where the well is drawing groundwater from the aquifers, or the depth of the cement sanitary seal to protect against contamination from the surface. The well is located adjacent to the levee of the Sacramento River. **No analysis was provided in the IS/MND regarding the potential connection of the Property agricultural well to the Sacramento River.**

- 3) Page 3-106 of the IS/MND states that *“The Proposed Project’s location in close proximity to the Sacramento River may also mitigate any localized lowering of the groundwater table that could occur, since groundwater levels in this area are heavily influenced by the river. Overall, this impact would be less than significant.”* This statement implies a connection of the well’s aquifers to the streamflow from well operation. **No analysis was provided to quantify the potential for surface water-groundwater interaction during operation of the Property agricultural well to support that statement.** ANY degree of streamflow depletion is considered an environmental impact that should be quantified in the IS/MND. Furthermore, the determined surface water-groundwater interaction should be confirmed if the proposed project will meet the goals and objectives of the Sustainable Groundwater Management Act (SGMA) and the Groundwater Sustainability Agencies (GSAs) within the Colusa Subbasin.

II. Property Water System

- 4) Page 2-16 states that for startup operations, “approximately 20-percent of [the total water supply] water would be discharged from the cultivation and nursery facilities (27,808 gpd and 7,400 gpd, respectively)... Once the facilities are in operation... approximately 85-percent of the discharged water would be recycled.” **The report does not state WHERE the remaining excess irrigation water would be discharged to** from these cultivation and nursery facilities, so the potential risk or impacts from the discharged water from the Property cannot be fully assessed from this IS/MND unless the discharge location is stated.
- a. Follow-up from the Planning Commission’s meeting on May 11, 2022: The Project owner stated during public comment that the excess irrigation water would be discharged to the sewer force main, which ultimately directs waste out to the City’s Water Treatment Plant. The Project owner did not state what potential chemicals and/or contaminants, if any, could be in the discharged water, or who would be responsible for water quality monitoring of the discharge. Depending on the final design, the sewer pipes may become unavailable for discharge during 100-year flood events, based on recent FEMA flood elevation mapping.

III. Property Storm Drain System

- 5) The Proposed Project indicates that a 13-acre stormwater detention area would be constructed near the southwest corner of the property, and a lift pump station would direct stormwater from the basin into a new City 10-inch force main that connects to the City’s existing 42-inch main line on Bridge Street. Following work on the storm drain line along Bridge Street, localized areas of flooding from backup of the storm drain system have been observed to still occur during high precipitation events. The Proposed Project also indicates that a swale would be constructed along the southern site boundary, and that in the event of overflow from the detention area, the swale would convey excess flows to two existing 18-inch culverts under East Clay Street. Since this IS/MND was released, these culverts are overgrown, and some areas have been backfilled south of the Proposed Project. The second culvert beneath Oak Street has since been filled in during recent planting of an orchard. **The Proposed Project currently does not have a backup discharge location should the City’s storm drain system be stressed at capacity.**
- a. Follow-up from the Planning Commission’s meeting on May 11, 2022: The Project owner stated that he would just have the culvert under Oak Street dug out again, with the ultimate location out to Lindhurst’s pond located on private property (part of a former slough channel). The Project owner had a written agreement in place for discharging excess surface water runoff from the Project to his pond; however, the property owner has since passed away. The Project owner claims that the property owner’s daughter may be willing to uphold the discharge agreement. In my opinion, the Project owner should be required by the City to supply an updated agreement with the current property owner. **Having a definitive location (with redundancy) to discharge surface water runoff is a critical aspect of this Project to avoid negative impacts to neighboring properties.**

- 6) **No analysis was provided to indicate the volume the lift pump station would need to operate at to prevent overflow of the proposed detention basin, and no contingencies plans are in place to mitigate flooding risks to residences located adjacent to the Proposed Project.** (The potential volumes of water in storage in the onsite reservoir could be: 13ac x 1' depth = 4.2 MG; x 2' depth = 8.5 MG; x 3' depth = 12.7 MG. For reference, the Colusa elevated storage tanks have a combined capacity of 250,000 gal).
- a. Follow-up from the Planning Commission's meeting on May 11, 2022: Although the IS/MND states that the final engineering design of the detention basin would be completed at a later date, the City is not requiring the Project owner to submit final engineering design documents to the City Planning Commission for approval. Since the proposed Project has the potential to impact neighboring residents with flooding, and because the Project is proposing to discharge water from the detention basin to the City's force main, **it is in my opinion that the City should request final engineering design documents be submitted by the Project owner to the City for pre-approval prior to construction.**
- 7) The underlying static groundwater levels were reported in the IS/MND to be at depths of approximately 4.5-5.5 feet below ground surface in April of 2011, which was the onset of the 2011-2014 drought. During wet years, the groundwater levels can be near or even at ground surface, and underflow seepage and overland flow have been visually observed by residents across the Project property and flowing over the surface of Oak Street towards the south. **The proposed 13-acre detention basin poses significant potential risk for contamination by having the potential to create a direct connection between runoff water retained in the Project basin to the underlying groundwater aquifer system.**
- 8) The IS/MND study failed to identify nearby domestic wells and septic systems that are adjacent to and in close proximity to the proposed Project. DWR Water Well Driller's Reports (which are publicly available and easy to locate online) indicates that domestic wells exist immediately adjacent to the proposed 13-acre detention basin. All the residences in the Goad's Extension (eastside of Bridge Street) are on septic systems. **No analysis was conducted to determine the potential impacts to water quality of nearby domestic wells or for the potential to cause migration of nitrate plumes from the septic systems from the hydrostatic pressures that may be induced from the adjacent 13-acre detention basin, or the changed flow patterns of underseepage from the construction of impervious surfaces across the entire 83-acre project area.**

IV. Local Laws, Regulations, and Policies

- 9) The City of Colusa General Plan's Land Use Chapter, Policy LU 4-2, states that *"The City shall require a 200-500 foot residential buffer, based on the type of agricultural use and the method of pesticide application."* **Several private residences are located within that 200-500-foot buffer immediately adjacent to (west and south) of the Project that the IS/MND failed to identify and assess for potential impacts as they relate to the proposed land use.**

- 10) The City of Colusa General Plan’s Parks, Recreation and Resource Conservation Chapter includes goals, policies, and implementing actions for open space. The City’s Policy PRC-1 states that *“The City shall require that new development be designed and constructed to preserve the types of areas and features as open space to the maximum extent feasible... including scenic corridors, and wetlands and riparian vegetation.”* The Sacramento River levee is a scenic corridor that provides a beautiful path for residents to enjoy a walk or bike ride along the river. Furthermore, wildlife, such as deer and coyotes, are a common site as they cross the levee to graze in fields adjacent to the levee. The iconic Sutter Buttes serve as the backdrop behind the levee that residents along Oak Street have the pleasure of seeing. **The Proposed Project with an iron-barricaded 83-acre facility with the City’s approval of up to 40-foot-tall structures does not support the preservation of our scenic corridor and is inconsistent with the City’s General Plan policies.** Our beautiful riverfront is unique, and the dozen or so residents I have personally talked to, whether they are in support or are against cannabis operations within the City, state that the Riverbend area is not an appropriate place to have cannabis operations, as the Project would ruin the aesthetics of our scenic river corridor along the levee and would not promote a desirable and unique family-oriented outdoor recreational area that Colusa is known for.

V. Conclusion

I do not believe that the City can enter an agreement to allow this Project, as designed, without conducting further assessment and evaluating the Project design while considering the updated FEMA flood mapping. We cannot make such heavy-weight decisions now and figure out the rest of the details later. This approach has not worked well for the City thus far, with several years of ongoing citizen complaints for pungent odors emanating from cannabis facilities within the City, despite the City’s promise to the public that the cannabis project owners would be held accountable. The impact to crime rate within the City from additional cannabis operations has not been adequately studied, nor the potential impacts to our local police force, which is currently severely understaffed with only seven full-time officers (including the Police Chief), with a reported total of 12 officers recommended for our City.

To help protect the citizens of Colusa and the environment in which we live, we kindly request the following of the City:

- 1) **Require the Project Owner conduct further detailed assessment of potential impacts of their Proposed Project that were deficient in the IS/MND and propose mitigation strategies that adequately address such.**
- 2) **The City and property owner should coordinate with the USACE and CVFPB, and other appropriate flood protection agencies, to evaluate the new FEMA flood mapping and determine how the proposed project may affect the current level of flood protection to our community.**
- 3) **We ask that the City not enter into any additional agreements, including for this project, or approve any additional cannabis ordinances until the issues with the existing cannabis facilities within the City have been satisfactorily addressed.**

EXHIBIT B

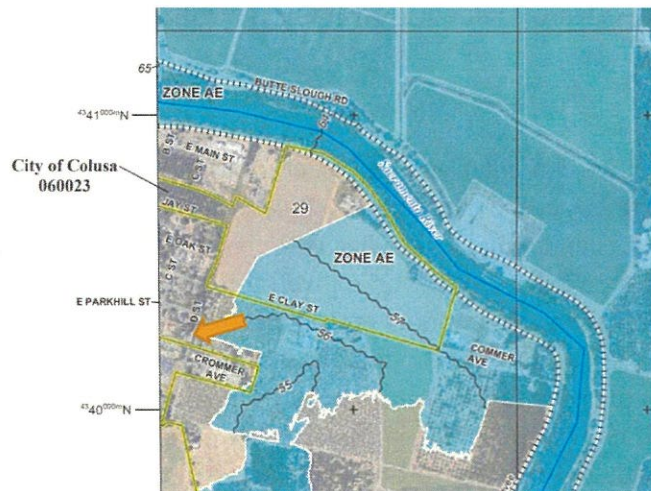
Comments Regarding the JAC/Colusa Farms Project Site Drainage, Site Flooding and Levee Considerations

Site Drainage

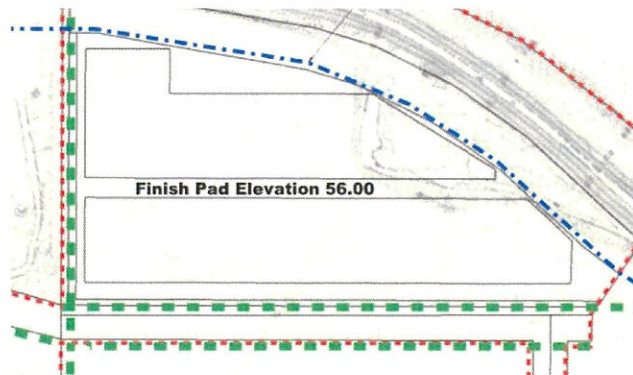
The exhibits do not provide details regarding how on-site drainage is to be addressed. There is a proposed tile drainage system located 100 feet from the levee toe to receive and convey seepage water from the Sacramento River right bank levee, but no details are provided for this system. Questions include how is the seepage water ultimately disposed of? What flow or volume of seepage water is anticipated during a highwater event? How does the site intend to drain and treat (per California Regional Water Quality Requirements) local runoff?

Site Flooding

Parts of the property are situated in FEMA Zone AE with respect to flooding. The base flood elevation has been determined (recently) to be elevation 57 feet (NAVD88):



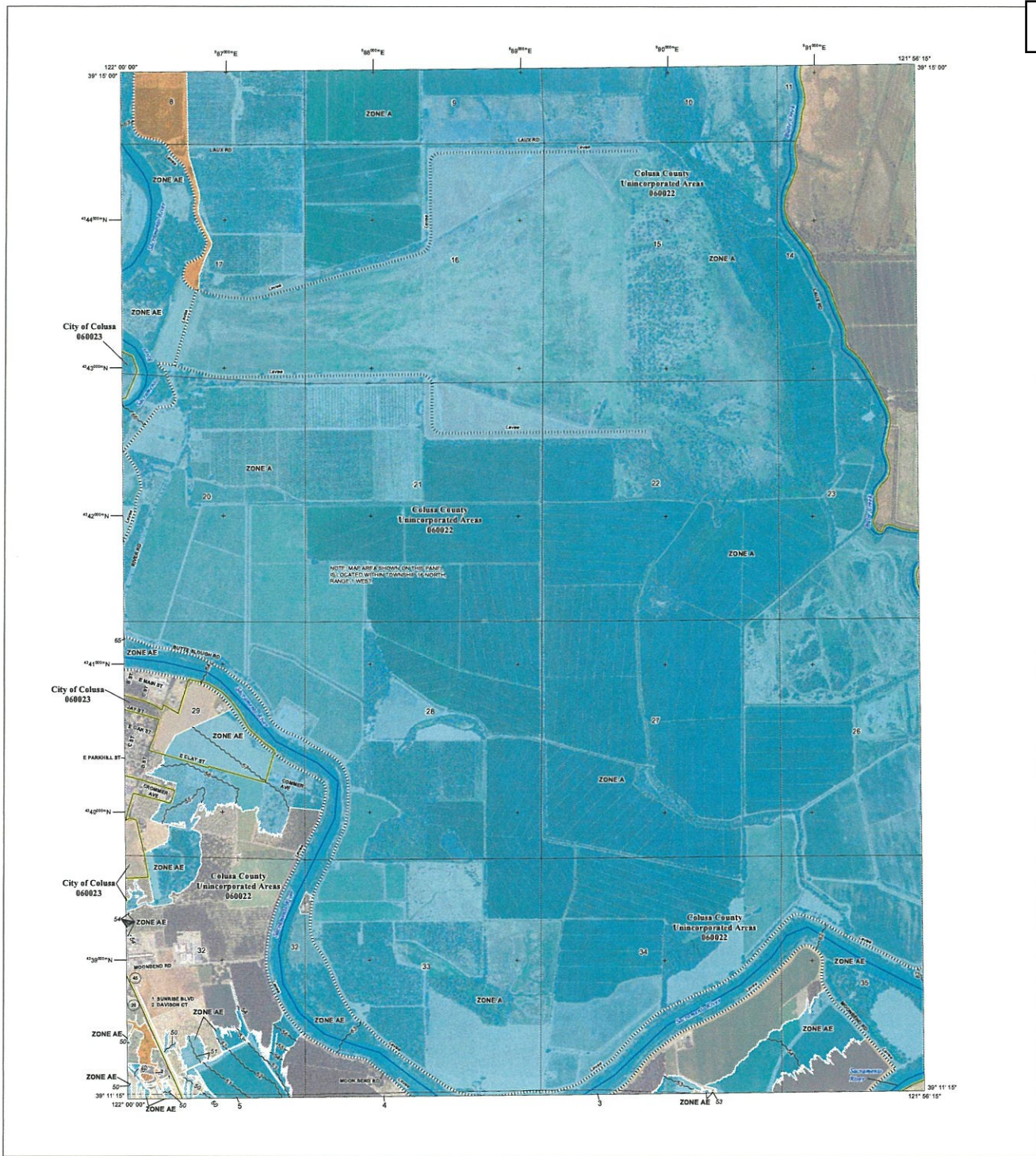
The building pads are currently established at 56 feet. Datum information is not provided in the exhibits but is assumed to be NAVD 88 (similar to FEMA Mapping in the area), which could place them in the floodplain. See snippet below from Design Review Exhibits:



Levee Considerations

The Sacramento River right bank levee is under the jurisdiction of the US Army Corps of Engineers (Sacramento River Flood Control Project) and operated and maintained by the State of California. **Given its current condition (or lack of information showing the levee meets FEMA standards), the levee is not certifiable at this time.** A future project must be initiated to ensure that the levee provides a 100-year level of protection.

If (when) a project to improve the levee is initiated, **levee improvements may require more than the 100-foot of setback currently shown in the design exhibits.** To address the underseepage susceptibility noted above, either a cutoff wall or seepage berm would be required. Geotechnical analysis of the levee may indicate that a berm 300' wide would be required. Alternatively, a cutoff wall could be used to address underseepage, but may be more expensive depending on the availability of soil material in the area. **It is typical (and codified in DWR Urban Levee Design Criteria) to provide a future needs area landward of the improved levee of at least 4x the height of the levee (beyond the levee improvements).**



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone X
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D
 - Areas of Minimal Flood Hazard Zone X
 - Area of Undetermined Flood Hazard Zone D
- OTHER AREAS OF FLOOD HAZARD**
 - NO SCREEN
- OTHER AREAS**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
- GENERAL STRUCTURES**
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Profile Baseline
 - Hydrographic Feature
 - Base Flood Elevation Line (BFE)
- OTHER FEATURES**
 - Limit of Study
 - Jurisdiction Boundary

NOTES TO USERS

For information and questions about the Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP), in general, please call the FIRM Mapping and Insurance Helpline at 1-877-FIRM-1 (1-877-336-8277) or visit the FIRM Map Service Center website at <https://firmservice.gov>. Available products may include previously issued Labels of Map Change, a Flood Insurance Study Report, and/or digital versions of the map. Many of these products can be ordered or obtained directly from the website.

Communities ordering hard or softcover FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

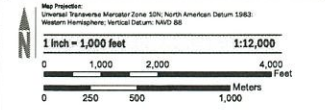
For community and countywide map date refer to the Flood Insurance Study Report for the jurisdiction.

To determine if Flood Insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6022.

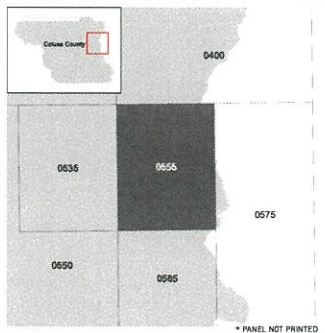
Base map information shown on this FIRM was provided in digital format by the United States Department of Agriculture Farm Service Agency (FSA). This information was derived from digital orthorectification of a 1:50,000 scale topographic map dated 2016.

NON-ACCREDITED LEVEL SYSTEM: This panel contains a levee system that has not been accredited and is therefore not recognized as reducing the 1-percent annual chance flood hazard.

SCALE



PANEL LOCATOR



FEMA
 National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP

COLUSA COUNTY, CALIFORNIA
 And Incorporated Areas

PANEL 555 of 875

COMMUNITY	NUMBER	PANEL	SUFFIX
COLUSA CITY OF COLUSA COUNTY	060023	0555	6
	060022	0556	6

PRELIMINARY
 6/10/2022

VERSION NUMBER
 2.6.4.6
 MAP NUMBER
 0601100555G
 MAP REVISED



City of Colusa California

STAFF REPORT

DATE: November 21, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain City Manager

AGENDA ITEM:

Public Hearing for a proposed development agreement (“D.A.”) in support of cannabis manufacturing uses in the northeast corner of the city, bordered by the Sacramento River on the north, Clay Street on the south and D street on the west in Colusa on property zoned in the Light Industrial (M1) District

Recommendation: Open the public hearing and introduce, read by title only and waive the full first reading of the proposed Ordinance approving a Development Agreement.

BACKGROUND ANALYSIS:

The property in question was originally zoned R1. In 2019, at the request of the City Council after public input, the property owner and the City of Colusa went through the process to do a general plan amendment and rezone the property to Planned Development / Light Industrial for the purpose of cannabis production. As required by the City’s zoning code for Planned Development areas, a General Development Plan was prepared and approved by the City Council by Ordinance 537.

To obtain a Cannabis Special Use Permit and Cannabis Business Regulatory Permit, the City and applicant are required to enter into a Development Agreement (“DA”). As drafted, the term of the DA would last forty years. The DA contains mutually agreeable terms and provisions defining the obligations and contributions applicable to the City and the Owner. The DA establishes performance requirements, reporting and auditing procedures, monetary compensation to the City, regulations, “City Covenants,” and specific development criteria for the project.

At the August 10th 2022 planning commission meeting the planning commission voted 4-0 recommending to the City Council to enter into a Development Agreement with Colusa Riverbend Estates L.P and Pomona Rio property, LLC. Since that time the Development that is now in front of the City Council has had some minor changes that better suites the City of Colusa, I have include both DA’s, the amended DA and the DA that the planning commission recommended to the City Council for Council review.

BUDGET IMPACT: none

STAFF RECOMMENDATION: Approve an Ordinance of the City Council approving a development agreement between the City of Colusa and Colusa Riverbend Estates and Pomona Rio Property, LLC

ATTACHMENT:

Draft Ordinance

Draft DA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND COLUSA RIVERBEND ESTATES L.P AND POMONA RIO PROPERTY, LLC RELATIVE TO THE OPERATION OF A CANNABIS CENTER BUSINESS PARK LOCATED AT THE NORTHEAST CORNER OF THE CITY, BORDERED BY THE SACRAMENTO RIVER ON THE NORTH, CLAY STREET ON THE SOUTH, AND D STREET ON THE WEST IN COLUSA

The City Council of the City of Colusa does ordain as follows:

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because:

1. October 30, 2007, the City of Colusa in its capacity as CEQA Lead Agency certified a Master Environmental Impact Report for the City of Colusa General Plan (SCH 2005072145), which document was prepared in accordance with CEQA Guidelines section 15175 and 15176.
2. The City of Colusa, as “Lead Agency,” commissioned the preparation of an Initial Study/Mitigated Negative Declaration (“IS/MND”), dated February 2019, and incorporated herein by reference, to evaluate the potential environmental impacts associated with the Colusa Triple Crown Cannabis Business Park.
3. The IS/MND was prepared in compliance with CEQA Guidelines Sections 15152 & 15168, and identified mitigation measures that would avoid or mitigate the potential environmental effects of the Project to a point where clearly no significant effects would occur, and such mitigation measures are incorporated to the Project herein by reference.
4. On July 16, 2019, in compliance with to CEQA Guidelines Section 15074, the City Council passed Resolution 19-19, adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Colusa Triple Crown Cannabis Business Park and no further environmental review is required.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the 85.60 acre property in the City of Colusa located in the northeast corner of the City, bordered by the Sacramento River on the north, Clay Street on the south, and D Street on the west (“Site”).

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on August 24, 2022, passed a resolution by a vote of 4-0 recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance and the Development Agreement, attached hereto and incorporated by reference herein, by and between the City of Colusa and Colusa Riverbend Estates, LP and Pomona Rio Property. LLC relative to the cultivation and manufacturing of cannabis and cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and Colusa Riverbend Estates, LP and Pomona Rio Property, LLC relative to cannabis manufacturing on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on November 21, 2023, by the following vote:

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

Greg Ponciano, Mayor

ATTEST:

SHELLY KITTLE, City Clerk

First Reading:

Second Reading:

Effective Date:

ATTACHED:

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND
COLUSA RIVERBEND ESTATES, LP AND POMONA RIO PROPERTY, LLC

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Colusa
425 Webster Street
Colusa CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2023 (the "**Execution Date**"), by and between the **CITY OF COLUSA, a California municipal corporation ("City")** and **COLUSA RIVERBEND ESTATES L.P., a California limited partnership**, and **POMONA RIO PROPERTY, LLC a California limited partnership** (collectively, "**Owner**"). Although this Agreement is entered into between particular named parties, it runs with the land. City and Owner are sometimes referenced together herein as the "**Parties.**" In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "**Party.**" The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("**Development Agreement Statutes**") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner owns approximately 85.60 acres in the City of Colusa located in the northeast corner of the City, bordered by the Sacramento River on the north, Clay Street on the south, and D Street on the west, known herein as "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4", as depicted on **Exhibit A** and legally described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Property**").

- D. Owner proposes to develop and operate a business park for cannabis cultivation and processing (the “**Cannabis Center**” or “**Project**”) on approximately 85.60 acres of the Property, as described in **Exhibit C** attached hereto and incorporated herein by this reference.
- E. The Cannabis Center will be developed in three (3) phases (each, a “Phase”, together, “Phases”) with approximately a total of 1,469,546 square feet of building space containing cultivation structures, drying and processing space, warehouses, manufacturing and research facilities, plus a drainage basin, which may be used for all or a combination of such activities as cannabis planting, growing, harvesting, drying, curing, grading, trimming, extracting, manufacture into cannabis products, testing, distribution and transportation. Phase 1 of the Project shall consist of the development of two (2) buildings totaling approximately 401,165 square feet (“**Phase 1**”); Phase 2 of the Project shall consist of the development of an additional four (4) buildings totaling approximately 560,000 square feet (“**Phase 2**”); and Phase 3 of the Project shall consist of the development of a final addition of four (4) buildings totaling approximately 522,680 square feet (“**Phase 3**”) (for a total of approximately 1,483,845 square feet in ten (10) buildings).
- F. The Cannabis Center shall operate in accordance with all applicable cannabis laws promulgated in the State of California and in effect on the Execution Date of this Agreement (collectively, the “California Cannabis Laws”).
- G. Owner may lease all or portions of the Cannabis Center (such lessees and/or their sublessees are identified here in as “**Tenants**”). Owner may also sell all or portions of the Cannabis Center to third parties (“**Buyers**”). Prior to operating a cannabis manufacturing facility, Tenants and Buyers shall be required to obtain a cannabis manufacturing facility regulatory permit from the City of Colusa. Where appropriate, Owner, Tenants and Buyers shall collectively be referred to in this Agreement as “**Developers**”. Compliance with this Agreement shall be the responsibility of the Owner, which may eventually be the Owner’s successor or successors.
- H. Developers will also be required to obtain licenses from the State of California the City’s Cannabis Business Regulatory Permits, to the extent such licenses are required by the California Cannabis Laws and are being issued.
- I. On June 6, 2017, the City Council of City adopted Ordinance No. 519 attached hereto as **Exhibit D** and incorporated herein by this reference amending the City Zoning Code and Municipal Code to permit cannabis-related activities and authorize issuance of cannabis-related permits, which among other things: (1) created a new “CM” Cannabis Manufacturing Combining District zoning district (the “**CM Combining District**”); (2) added a new Section 33.03 to the City Zoning Code authorizing issuance of Cannabis Manufacturing Special Use Permits; (3) added a new Article 21.5 to the Zoning Code providing regulations regarding Cannabis Manufacturing Special Use Permits; (4) added a new Chapter 12F to the Municipal Code authorizing issuance of Cannabis Manufacturing Facilities Regulatory

Permits and providing regulations regarding such permits; and (5) added and amended certain defined terms related thereto (collectively, (the “**City Cannabis Law**”).

J. Land Use Entitlements.

1. Owner has applied to City for the following approvals needed to develop and operate the Project: A General Plan Amendment **was approved and adopted July 16, 2019 Resolution 19-20** to change the land use designation of the Cannabis Center from “Low Density Residential” to “Industrial District” (the “**General Plan Amendment**”).
2. Rezoning **has been approved** to change the zoning for the Cannabis Center from “Planned Development (P-D) District” to “Light Industrial (M-1) District” (the “**M-1 Rezoning**”) (but not mentioning the CM District).
3. Lot line adjustment to merge and reconfigure eight legal parcels into four legal parcels, and to divide the Cannabis Center area into four parcels intended to develop the Project in Phases (the “**Lot Line Adjustment**”).
4. Cannabis Manufacturing Special Use Permit for the Cannabis Center (the “**Special Use Permit**”), submitted with the design review application to the City on March 21, 2022.
5. Cannabis Manufacturing Facilities Regulatory Use Permit for the Cannabis Center (the “**Regulatory Permit**”).
6. This Development Agreement for the Project.

K. As part of adopting the City of Colusa General Plan, City previously prepared and certified a Master Environmental Impact Report (the “**MEIR**”) pursuant to California Public Resources Code §21000 *et seq.* (the California Environmental Quality Act or “**CEQA**”) and Title 14 of the California Code of Regulations, Chapter 3, §15000 *et seq.* (the “**CEQA Guidelines**”). The MEIR evaluated environmental effects of development allowed under the General Plan and identified mitigation measures. The MEIR included analysis of a residential development proposed for the Property (the “**Prior Project**”).

L. Pursuant to CEQA, City prepared a draft Initial Study (“**IS**”) and proposed Mitigated Negative Declaration (“**MND**”) for the Project (State Clearinghouse No. 2019029059, taking into consideration the MEIR’s analysis of the Prior Project and incorporating mitigation measures from the MEIR to the extent applicable to the Project (the “**IS/MND**”). The IS/MND was made available for public review for the period February 13 to March 15, 2019, during which time City received comments. City subsequently considered the comments and prepared responses as appropriate.

- M. City and Owner have agreed that, as a condition of allowing the Cannabis Center, and due to the unique circumstances of the proposed Project, Developers shall pay to the City an annual fixed fee per Phase of the Project, which will cover all activities, including but not limited to, cultivation, manufacturing, warehouse, distribution and sale (but no on-site dispensary), research and development, processing, nursery and administration.
- N. Following recommendations by the Colusa Planning Commission adopted at its hearing on May 22, 2019, the Colusa City Council on July 16, 2019, held a duly noticed public hearing and took the following actions requested by Owner (the “**Initial Approvals**”, and together with approval of this Agreement, the “**Project Approvals**”):
1. **Mitigated Negative Declaration.** After considering the public comments received by City and in compliance with CEQA, adopted Resolution No. 19-19: (a) adopting the MND as adequate under CEQA to consider approval of the Project Approvals; (b) adopting findings as required by CEQA supporting adoption of the MND; (c) accepting mitigation measures recommended by the MND; and (d) adopting a mitigation monitoring and reporting program (“**Mitigation Program**”) to be applied to the Property and the Project.
 2. **Rezoning.** Introduced Ordinance No. 537 (a) approving a General Development Plan Rezoning the Property to M1-PD to allow the Cannabis Center uses proposed by Owner and to the Cannabis Center Site (the “**Rezoning**”), which Ordinance No. 537 at its second reading was adopted by the City Council at a duly noticed public hearing on August 6, 2019 approving the Rezoning. As part of approving the Rezoning, the City Council acknowledged that adopting the City Cannabis Law allowing and regulating cannabis cultivation served to supersede earlier adopted Section 12E of the Municipal Code which purported to prohibit cannabis cultivation, even though Ordinance 519 did not expressly identify or delete Section 12E, so that the Project and the Project Approvals are not inconsistent with or in violation of the Municipal Code notwithstanding Section 12E remaining part of the Code.
 3. **Cannabis Manufacturing Special Use Permit.** Adopted Resolution No. _____ approving the Special Use Permit to allow the Cannabis Center uses proposed by Owner.
 4. **Cannabis Manufacturing Facilities Regulatory Permit.** Adopted Resolution No. _____ approving the Regulatory Use Permit to allow the Cannabis Center uses proposed by Owner.
- O. On _____, the City Engineer approved the Lot Line Adjustment pursuant to the California Subdivision Map Act and City Code, which does not require action by the Planning Commission or City Council.

- P. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City’s General Plan, zoning code and municipal ordinances.
- Q. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.
- R. The City agrees that Owner’s land use entitlements for the Project shall vest for the Term of this Agreement as described below.
- S. After conducting a duly noticed hearing, on August 24, 2022 the Planning Commission of the City reviewed, considered and recommended approval of the Development Agreement and recommended approval of the execution of this Agreement to the City Council. The Planning Commission found the Development Agreement: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized by the zoning code; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- T. After conducting a duly noticed hearing on _____, 2023, and after independent review and consideration, the City Council introduced Ordinance No. _____ to approve this Agreement (the “**Enacting Ordinance**”). On _____, 2023 (the “**Approval Date**”), the City Council held a duly noticed public hearing for a second reading, considered the adopted MND as it applied to this Agreement, and adopted Ordinance No. _____ approving this Agreement and authorizing its execution. As part of its approval, the City Council made the findings required by the Development Agreement Statute and City Code with respect to this Agreement, and among other attributes found this Agreement and the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in

conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents. The City Council additionally conducted independent review and consideration of the potential environmental effects that might be caused by the Project and this Agreement, and as part of the Initial Approvals imposed mitigation measures to avoid or reduce potential impacts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Property as described in **Exhibit A** and shown in **Exhibit B**. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Property. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word “Owner” as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Property. Should the size or orientation of any Property component specified above be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Owner hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. The effective date of this Agreement (“**Effective Date**”) shall be thirty (30) days after the Approval Date as defined in Recital T. Except as otherwise specified herein, the term of this Agreement (the “**Term**”) shall be forty (40) years from the Effective Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided, however, notwithstanding any other term in this Agreement, including but not limited to delay from any cause or reason, the expiration of the Term of this Agreement shall be the 40th year from the Effective Date unless extended under the express provisions of section 3.2 below.

3.1. Term Extension – Third Party Issues. Notwithstanding the Parties’ expectation that there will be no limit or moratorium upon the Project’s development or the issuance of building or other development related permits (a “**Development**

Limitation) during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1. Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement, the Project Approvals or any subsequent City approval required in connection with the Project's development, or third party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2. Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3. Force Majeure. Any delay resulting from war; insurrection; strikes; lock outs; picketing; other labor disputes; riots; floods; earthquakes; fires; other acts of mother nature; casualties; contamination; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials, supplies or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of Developers.

3.2. Term Extensions. The Term of this Agreement may be extended in either of the following ways:

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

3.2.2. Written Notice. Owner shall give written notice to City of a request for the Term Extension no later than fifteen (15) days before the expiration of the Term; and

3.2.3. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.4. Mutual Agreement of Parties. This Agreement's Term may be extended by mutual agreement of the Parties.

3.3. Termination of Agreement.

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

3.4. Project Approvals.

3.4.1. Term of Project Approvals. Notwithstanding anything to the contrary in the Applicable Law (as defined below), including without limitation the City Cannabis Law, each of the Project Approvals, including any Subsequent Approvals and including any approvals or permits obtained by Tenants and Buyers, shall vest for the longer of (a) the then-remaining Term of this Agreement as it may be extended or (b) the term of the particular approval.

3.4.2. Regulatory Permits Applications. Each Tenant and Buyer shall be required to obtain a separate City of Colusa and State Regulatory Permit.

1. Complete property ownership and lease details, where applicable. If the Business Owner is not the Premises Owner, the applications form must be accompanied with a notarized acknowledgment from the Premises Owner that Cannabis Operations will occur on its property.
2. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis Operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared by a registered design professional, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus twenty-four (24) inches.
3. The proposed security arrangements for ensuring the safety of persons and to protect the Premises from theft will be approved by the Police Chief.
4. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Cannabis Operation and the property line of any school as set forth in the Operational Requirements.

3.4.3. Automatic Renewal of Regulatory Permits. Notwithstanding any provision of Chapter 12 F - 4.E of the Municipal Code of the City of Colusa each Regulatory Permit for Tenants and Buyers shall continue in force and automatically renew annually with a written application for renewal, provided the permit holder has paid all renewal fees due and payable, unless the permit holder is found to be in default of the Agreement, violation of applicable State regulations or the Existing City Law (as defined below) after notice of such violation and a reasonable opportunity for cure (which cure

period shall not be less than sixty (60) days), unless such cure is continuously and actively being pursued and the annual renewal fees have been paid.

3.4.4. Regulatory Permit Fees. Fees charged by City for the initial issuance or annual renewal of a Regulatory Permit for Tenants and Buyers shall not exceed the amounts established by resolution of the City Council.

4. Cannabis Center City Compensation Payments. In consideration of City’s entering into this Agreement and authorizing development and operation of the Project, the requirements for City services created by the Project, the City ensuring Developers’ compliance with this Agreement, the California Cannabis Laws, the City Cannabis Law and the Applicable Law (as defined below), throughout the Term of this Agreement, Developers shall make the following payments to City:

4.1. Phasing of City Compensation Amounts. Owners (or their successor) shall pay compensation to the City according to the building development schedule upon completion of construction of each building in each Phase of the Project, as shown in the example for Phase 1 below. The Project consists of three Phases and each building in each Phase of the Project will be assessed a fixed annual compensation (the “**City Compensation**”) in the amount of \$6.00 per square foot (the “**City Compensation Rate**”) of Gross Building Area (“**GBA**”), subject to the adjustment process set forth in this Agreement. Gross Building Area means the total area of all floors, measured in square feet, of a building enclosed by the outside surface of exterior walls thereof. The square footage of the floor area of mezzanines shall be included in Gross Building Area. Payment of the City Compensation for each building will be due upon receipt from the City of a Notice of Completion for each building in each Phase or building, along with the issuance of all regulatory license(s) approval, and annually thereafter for the remaining Term of this Agreement. Note that each payment is in advance of any production at each building. An example Compensation Rate Schedule for Phase 1 is shown below.

Colusa Farms			
Phase 1	Square Feet	City Compensation Rate	City Compensation
Building 1	184,000	Fixed fee	\$500,000
Building 2	217,000		\$500,00
Total	401,165		\$1,000.00

Colusa Farms

Phase 2	Square Feet	City Compensation Rate	City Compensation
Building 1	180,000	Fixed	\$333,333
Building 2	180,000	Fixed	\$333,333
Building 3	180,000	Fixed	\$333,334
Total	540,000		\$1,000,000

Colusa Farms

Phase 3	Square Feet	City Compensation Rate	City Compensation
Building 1	110,000	Fixed	\$237,000
Building 2	172,100	Fixed	\$371,270
Building 3	182,200	Fixed	\$391,173
Total	464,300		\$1,000,000

City Compensation Rate Adjustment Procedure. During the Term of this Agreement, the City Manager and Developer shall meet and confer, at least three (3) months prior to the date which is every 5th anniversary of the Term (each such date, a “**Rate Adjustment Date**”), to reconfirm or reestablish the City Compensation. Within six.

4.2. Timeline to Construct: Owners must obtain the issuance of a building permit to start construction of Phase 1 of the Project within 10 years of the execution date of this Agreement. Failure to obtain this permit will result in breach of this Agreement, and therefore termination of the Agreement.

4.3. Requirement to Complete Construction of Phase 1. To vest the City Compensation Rate set forth in Section 4.1 above, Developer shall have received a

Notice of Completion for at least 400,000 square feet of GBA on or before the 10th anniversary of the Effective Date of this Agreement. If Developer fails to receive a Notice of Completion for at least 400,000 square feet of GBA on or before the 10th anniversary of the Effective Date of this Agreement, then the City Compensation Rate shall then be, payable to the City on an annual basis, the amount of one million dollars per year until such time as a minimum of 400,000 square feet of GBA has been completed. Upon completion of 400,000 square feet of GBA, the City Compensation Rate shall be the amount pursuant to section 4.1 above. If and when 400,000 square feet has been completed and a certification of occupancy has been issued, all other phases shall pay a rate of \$3.00 per square foot of (GBA) gross building area annually.

4.4. No Double Taxation. No City Compensation shall be assessed for any sale of cultivated product to an on-site manufacturing operator.

4.5. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require each Tenant and Buyer to certify that the Tenant and Buyer is not income tax exempt under State or Federal Law and will not file for such an exemption.

4.6. Annual Compensation Payments. The City Compensation shall be the only fee, tax, assessment or other charge owed by Developers and Owner regarding operation or use of the Cannabis Center, and specifically excluding any fee or tax the City might adopt or increase regarding cannabis-related activities and any periodic charge related to renewing or maintaining in effect the Special Use Permit. Annual Payments of the City Compensation Rate set forth in Section 4.1, as amended from time to time in accord with the procedures of Section 4.2, shall be made to the City within thirty (30) calendar days prior to each anniversary date of receipt by Owner of the Notice of for each building, on a building-by-building basis.

4.7. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Developers. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following submission of the Certified Report to which the records apply.

4.8. Survival. The obligations of Developers, Owner and City under this Section 4 shall survive the expiration or any earlier termination, as applicable, of this Agreement.

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

5.1. Right to Develop and Operate. Owner shall have the vested right to develop and operate the Project on the Property in accordance with, and subject only to,

the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. For the Term of this Agreement, the City's ordinances, codes, resolutions, rules, regulations and official policies governing the development, construction, subdivision, occupancy and use of the Project and the Property including without limitation the Colusa General Plan, the Colusa Municipal Code, and the City Cannabis Law, shall be those that are in force and effect on the Approval Date (collectively, the "Applicable Law"). Notwithstanding anything to the contrary contained herein, this Agreement shall not supersede any other rights Owner may obtain pursuant to City's approval of a vesting tentative map for the Project or a portion of the Project.

5.2. Permitted Uses. The permitted uses of the Property, density and intensity of use of the Property, the maximum height, bulk and size of proposed buildings, the general provisions for reservation or dedication of land for public purposes and for the location and maintenance of on-site and off-site improvements and public utilities, and other terms and conditions of development and operation applicable to the Property and the Project, shall be those set forth in the Project Approvals and this Agreement.

5.3. Exceptions to Applicable Law. Notwithstanding anything to the contrary, the following exceptions and modifications to the provisions in the Applicable Law shall apply to development and operation of the Property and Project.

5.3.1. Odor Control. City agrees that the odor control requirements of Section 12F-12 and Section 21.5.06(n) of the Zoning Code of the Municipal Code, adopted as part of the City Cannabis Law, will adequately control odors. Furthermore, City also acknowledges that the IS/MND in Section III(f) determined that odors from the Project would have a less than significant impact given cultivation will be indoors and buildings will have air filtration and ventilation systems to control odors.

5.4. Applicable Fees, Exactions and Dedications. The City acknowledges and agrees that any typical development impact fees associated with the construction of building will be deferred until one year after receipt of the Notice of Completion. Furthermore, City acknowledges and agrees that development impact fees for any other improvements on the Property shall due after receipt of the Notice of Completion by Developer.

5.4.1 This Agreement does not limit City's discretion to impose or require payment of fees, dedication of land, or construction of public improvements or facilities in connection with development of the Property that are identified as required to mitigate specific environmental and other impacts of a Subsequent Approval, so long as not inconsistent with the terms and conditions of this Agreement.

5.4.2 Nothing shall restrict the ability of City to impose conditions or fees on the issuance of building permits that lawfully could have been imposed as conditions of approval of an approved tentative map based on a finding that the condition or fee is necessary because (i) it is required in order to comply with state or federal law,

or (ii) failing to impose the condition or fee would place occupants of the Project or the community in a condition dangerous to their health or safety.

5.5. New Taxes and Assessments. To the extent allowed by state or federal law, no new taxes, assessments or other charges not in force and effect as of the Approval Date shall be levied against the Property, the Project or Owner except as specified in this Agreement. No increase in an existing tax, assessment or other charge shall be levied. If any City-wide assessments or taxes are levied after execution of this Agreement, Owners are not exempt from payment thereof.

5.6. Construction Codes.

5.6.1. Uniform Codes Applicable. Notwithstanding the provisions of Section 5.2 above, to the extent Applicable Law includes requirements under the state or locally adopted building, plumbing, mechanical, electrical and fire codes (collectively the "**Construction Codes**"), the Construction Codes included shall be those in force and effect at the time Owner submits its application for the relevant building, grading, or other construction permits to City; provided, in the event of a conflict between such Construction Codes and the Project Approvals, the Project Approvals shall, to the maximum extent allowed by law, prevail.

5.6.2. Rules for Public Improvements. For construction of public infrastructure, the Construction Codes along with any ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to such construction shall be those in force and effect at the time of execution of the applicable improvement agreement between City and Owner, or at the time of permit approval if there is no improvement agreement.

5.7. New Rules and Regulations. During the term of this Agreement, City may apply to the Property and the Project new or modified ordinances, resolutions, rules, regulations, standards, policies, conditions, specifications, new or amended general plan, specific plan and zoning provisions, new or amended fees or other exactions of the City which were not in force and effect on the Approval Date and thus not part of the Applicable Law (collectively, "**New Rules**") only if (a) the New Rule is consented to in writing by Owner in Owner's sole and absolute discretion; or (b) it is otherwise expressly permitted by this Agreement. If City adopts a New Rule, Owner in its sole and absolute discretion may elect to comply with and receive the benefits of any New Rule by providing written notice to City of said election, after which such New Rule shall thereafter become part of the Applicable Law for the remaining Term of this Agreement.

5.7.1. City shall not be precluded from applying any New Rules to the Project or the Property under the following circumstances, where the New Rules are:

(a) Specifically mandated by changes in state or federal laws or regulations adopted after the Approval Date pursuant to Government Code section 65869.5;

(b) Specifically mandated by a court of competent jurisdiction taking into consideration the vested rights protection provided by this Agreement and the Development Agreement Statutes;

(c) Changes to the Uniform Building Code or similar uniform construction codes, or to City’s local construction standards for public improvements so long as such code or standard has been adopted by City and is in effect on a City-wide basis; or

(d) Required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health and safety of the surrounding community.

(e) The City is currently preparing amendments to Chapters 12.E,12.F and Section 21.5.06(n) of the Zoning Code of the City Municipal Code which will be of citywide applicability, and Developer agrees that any changes to Chapter 12.E and 12.F and Section 21.5.06(n) of the Zoning Code approved by the City Council prior to the date Developer applies for their first building permit will be applicable to the Project.

5.8. Other Emergency Restrictions. Notwithstanding anything to the contrary contained herein, if an ordinance, resolution, policy, directive or other measure is enacted or becomes effective, whether by action of City, by initiative, referendum, or otherwise, and if it imposes a building moratorium, a limit on the rate, timing, phasing or sequencing of development, a restriction on operations, or a voter-approval requirement which affects all or any part of the Property or Owner’s ability to develop and operate the Project (collectively, “**Restrictions**”), City agrees that such Restrictions shall not apply to the Project, the Property, this Agreement, the Project Approvals or the Subsequent Approvals unless it is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code section 8558, provided that to the extent it applies to all or any part of the Project then the Term shall automatically be extended for a period of time equal to the period during which the Restriction applies.

5.9. Development of the Project; Phasing; Timing.

5.9.1. No Requirement to Develop. Notwithstanding any provision of this Agreement, City and Owner expressly agree that there is no requirement that Owner must initiate or complete any action, including without limitation development of the Project or any portion or phase of the Project, within any period of time set by City, and City shall not impose such a requirement on any Project Approval or Subsequent Approval except as needed to ensure that necessary infrastructure is completed in an orderly fashion. Nothing in this Agreement is intended to create nor shall it be construed to create any affirmative development obligations to develop the Project at all or in any particular order or manner, or liability in Owner under this Agreement if the development fails to occur. It is the intention of this provision that Owner be able to develop the Property in accordance with its own time schedules and the Project Approvals. City acknowledges that Owner at this time cannot predict when or the rate at which or the order in which

portions or phases of the Project will be developed, and City recognizes that many factors affect such actions that may not be within Owner's control, including but not limited to market orientation and demand, interest rates and funding availability, and competition. Nothing in this Agreement shall exempt Owner from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof, nor shall this Section 5.8 affect the Term of this Agreement or of any related Project Approvals or Subsequent Approvals.

5.9.2. No Restriction on Timing. City agrees that Owner shall be able to develop in accordance with Owner's own time schedule as such schedule may exist from time to time, and Owner shall determine which part of the Property to develop first, and in what sequence, and at Owner's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to avoid that result by acknowledging that Owner shall have the right to develop the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment, and that the timing, rate or sequence of development and occupancy of the Project shall not be restricted or dictated by any means other than as specifically may be recognized in this Agreement.

5.10. Processing and City Discretion.

5.10.1. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to those Subsequent Approvals that require the exercise of discretion by City, provided that such discretion shall be exercised consistent with the vested rights granted by this Agreement, the Applicable Law and the Project Approvals, and City shall apply the Applicable Law as the controlling body of law.

5.10.2. Owner acknowledges that implementation of the Project will require City's consideration and approval of applications for Subsequent Approvals and that City will complete environmental review in connection with those Subsequent Approvals as required by CEQA and other applicable federal, state and local laws and regulations. City's environmental review of the Subsequent Approvals pursuant to CEQA shall utilize the MEIR and the MND to the fullest extent permitted by law; provided, however, nothing in this Agreement shall be deemed to limit the legal authority of City to conduct any environmental review required under CEQA or other applicable laws and regulations.

5.11. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies not within City's control may possess authority to regulate aspects of development of the Property, and this Agreement does not limit such authority of other public agencies. The Parties understand and agree that no development is allowed within the Airport's Area of Influence until said proposed project to be developed has obtained

Airport Land Use Committee (ALUC) review and approval, or should the ALUC not approve, approval by the City Council of an override of the ALUC decision. The Parties further understand and agree the final design of the road section of East Main Street located in the County of Colusa shall be designed to the satisfaction of the County of Colusa’s Public Works Director.

6. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

6.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, consistent with and subject to this Agreement, the Project Approvals and the Applicable Law.

6.2. Maintain & Operate Project. Developers shall maintain and operate the Project on the Property, once constructed, throughout the Term of this Agreement, in accordance with this Agreement, the Project Approvals, the Applicable Law, and all State and Federal laws.

6.3. Hold Harmless Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the “**Indemnified Parties**”) harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs), damages (including, without limitation, consequential damages), claims and liabilities to the extent arising from the Project, this Agreement, the approval of the Project, and the activities of Tenants, their members, officers, employees, agents, contractors, invitees and any third parties on the Cannabis Center Site, from and against any challenges to the validity of this Agreement or other Project Approvals; provided, Owner shall have no such obligation arising from the negligence or wrongful misconduct of the Indemnified Parties. To the extent that Owner sells a portion of the Project to a Buyer, that Buyer and its successors in interest shall bear the responsibility of Owner under this Section 6.3 rather than Owner or any other Buyer. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

7. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

7.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers’ representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon a Developer’s request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors (“**Private Contractors**”) to perform such services as may be necessary to assist in processing the Project plans as described herein. Compensation of such Private Contractors shall be at the Developer’s sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the Project's development processing. The Developer shall pay such costs and expenses of

Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors; provided the Developer shall have the right to reject the use of one or more particular Private Contractors in its reasonable discretion, in which case City shall select another Private Contractor not rejected by the Developer.

7.2. Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals, the Applicable Law and the Construction Codes; and (b) payment of the Processing Fees pursuant to Section 5.4.3 charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall in good faith expeditiously process and issue to Developers all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

7.3. Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project and the operation of the Cannabis Center shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Applicable Law, but the procedures for processing applications for such permits or approvals shall be governed by such ordinances and regulations as may then be applicable to the extent not inconsistent with this Agreement.

7.4. Right to Rebuild. City agrees that Owner, in Owner's sole discretion, may renovate or rebuild the Project or portions thereof during the Term should it become necessary due to natural disaster, changes in seismic, flood or other requirements, fire, or other causes. Any such renovation or reconstruction shall comply with the terms of this Agreement, and may be subject to CEQA as may be required under applicable law.

8. Effect of Agreement.

8.1. Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Applicable Law, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

8.2. Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, or by referenda, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, Owner has obtained, subject to the terms and conditions of this Agreement, a vested right

to proceed with its development and operation of the Project as set forth in the Project Approvals and the Applicable Law, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

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

9. Permitted Delays; Supersedure by Subsequent Laws.

9.1. Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Developers and City shall be excused from performance of their obligations hereunder during any period of delay caused by Force Majeure as defined in Section 3.1.3, litigation, acts or neglect of the other Party, any referendum elections held on the Enacting Ordinance or the Applicable Law, or any other matter affecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities other than City, enactment of conflicting provisions of the Constitution or laws of the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "**Laws**"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Developers, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

9.2. Supersedure of Subsequent Laws or Judicial Action.

9.2.1. The provisions of this Agreement or of the Project Approvals shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new state or federal law or regulation or an action of a state or federal agency ("**Non-City Law**") or decision issued by a court of competent jurisdiction (a "**Decision**"), enacted or made after the Effective Date which is determined to be applicable and prevents or precludes compliance with one or more provisions of this Agreement or of a Project Approval (such Non-City Law or Decision, a "**Change in Law**").

9.2.2. Promptly after a Party learns of any such Change in Law, that Party shall provide the other Party written notice and a copy, together with a statement identifying how it conflicts with or affects the provisions of this Agreement or of a Project Approval. The Parties thereafter shall promptly meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement or the Project Approval, and shall make a reasonable attempt to modify or suspend this

Agreement or the Project Approval to comply with such Change in Law in a manner that protects, to the greatest extent feasible, the vested rights of Owner under this Agreement. Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or Project Approval. If the Parties cannot agree on a manner or method to comply with the Change in Law, the Parties may but shall not be required to engage in alternative dispute resolution.

9.2.3. During the interim until this Agreement or the Project Approval is so amended, or for the remainder of the Term if this Agreement or Project Approval is not so amended, the provisions at issue shall be deemed suspended but the remainder of this Agreement or Project Approval shall remain in full force and effect to the extent it is not inconsistent with such Change in Law and to the extent such Change in Law does not render such remaining provisions impractical to enforce; provided, Owner retains the right in Owner's sole discretion to terminate this Agreement and Owner's obligations hereunder in response to suspension of such provisions.

9.2.4. Owner and City shall have the right to challenge the new Change in Law preventing compliance with the terms of this Agreement or a Project Approval. In the event that such challenge is successful, this Agreement or the Project Approval shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to the extent such challenge delayed the implementation of the Project or delayed or temporarily halted or curtailed operation of the Cannabis Center.

10. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers find it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("**Operating Memoranda**") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to this Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memoranda hereunder without further City Council action. Where Tenants request Operating Memoranda, they shall be subject to review and approval by the Owner of the subject portion of the Project.

11. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the Construction Codes, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

12. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Property. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, may at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement and under the Special Use Permit (“**Assignable Rights**”) to a third party, a subordinate entity, or a related entity (an “**Assignee**”) in its sole discretion and without the prior written consent of City in each instance but with prior notice to City; provided any such Assignee must fully comply with all applicable terms of this Agreement, including without limitation the requirement to obtain a Regulatory Permit. Without limiting the foregoing, Owner may lease portions of the Project to Tenants and/or sell portions of the Property to Buyers, who thereafter shall assume the obligations and enjoy the rights of this Agreement (except as this Agreement may reserve such rights or obligations to Owner). Any lease or sale agreement shall require Tenants and Buyers to cooperate with Owner, City and other Tenants and Buyers in all respects with matters pertaining to this Agreement.

13. Review for Compliance.

13.1. Periodic Review. Pursuant to Section 65865.1 of the Development Agreement Statutes, City shall engage in an annual review of this Agreement, on or before the anniversary of the Effective Date, in order to ascertain Owner’s good faith compliance with its terms (the “**Periodic Review**”). Any initial finding of non-compliance will entitle Owner to reasonable good faith discussions with City staff to resolve the issue, and if necessary, a hearing before the City Council. In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement. If Owner sells a portion of the Property or Project to a Buyer, the Periodic Review as to that portion shall be between City and that Buyer (but with notice to Owner), and any results of such Periodic Review shall only involve and affect that portion and that Buyer and not affect Owner or the remainder of the Property and Project.

14. Amendment or Cancellation.

14.1. Amendment of Agreement.

14.1.1. Modification Because of Conflict with State or Federal Laws. An amendment to this Agreement resulting from a Change in Law shall be governed by Section 12.2.

14.1.2. Amendment or Cancellation by Mutual Consent. This Agreement may be amended (in whole or part) in writing from time to time by mutual consent of the Parties and in accordance with the procedures of Government Code section 65868. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by an action which complies with Government Code section 65868.

14.1.3. Amendment as to Portion of Property. When a Party that is successor to Owner as to a portion of the Property ("**Portion**") seeks such an amendment, then such Party may only seek amendment of this Agreement as directly relates to the Portion, and the Party or Parties owning the remainder of the Property shall not be required or entitled to be a signatory or to consent to an amendment that affects only the other Party's Portion so long as such amendment does not directly or indirectly affect the rights or obligations of the Parties owning the remainder of the Property. If any Portion of the Property is subject to a document which creates an association which oversees common areas and any construction or reconstruction on or of the same, then the association shall be deemed to be the "owner" of that Portion of the Property for the purpose of amending this Agreement. Notice shall be given to Owner and all Parties owning Portions of the Property of any attempt to amend this Agreement as to a Portion, who shall have the right to intervene based on the claim that the amendment will affect rights or obligations as to the remainder of the Property.

14.1.4. Administrative Agreement Amendments. Notwithstanding the provisions of Section 17.1.2, the City Manager or designee ("**Director**") may, except to the extent otherwise required by law, enter into certain amendments to this Agreement on behalf of City so long as such amendment does not substantially affect (a) the Term; (b) the permitted uses of the Property; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Property; (e) the maximum height or size of proposed buildings; or (f) monetary contributions by Owner as provided in this Agreement (an "**Administrative Agreement Amendment**"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the Parties may execute an amendment hereto. The Director shall evaluate and apply the term "substantially affect" in the context of the Project as a whole.

14.1.5. Amendment Exemptions. No amendment of an Initial Approval or Subsequent Approval, whether done as an administrative amendment or otherwise, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by the Parties.

14.1.6. Amendment Limitations. In consideration of the scope of benefits to City provided by this Agreement and the Project, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to impacts on City directly attributable to such amendment.

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

14.2.1. Administrative Project Amendments. Upon written request by Owner for an amendment or modification to an Initial Approval or Subsequent Approval, the Director shall determine (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole, and (b) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable Construction Codes, and State and Federal law. If the Director finds that the proposed amendment or modification satisfies the terms of this Section 15.2.1, and will result in no new significant environmental impacts not addressed and mitigated in the MND or mitigated by conditions to any Project Approval, it shall be determined to be an **“Administrative Project Amendment”** and the Director may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice or public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle or pedestrian circulation patterns or access points, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure that do not substantially alter the design concepts of the Project, and minor adjustments to the Project site diagram or Property legal description shall be treated as Administrative Project Amendments.

14.2.2. Non-Administrative Project Amendments. Any request of Owner for an amendment or modification to an Initial Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment pursuant to Section 15.2.1 shall be subject to review, consideration and action pursuant to Applicable Law and this Agreement.

15. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which may include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by email, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to City: City of Colusa
 Attention: City Manager
 425 Webster Street
 Colusa CA 95932
 Email:
 citymanager@cityofcolusa.com

With copy to:

Jones & Mayer, City Attorney
 Attention: Ryan R. Jones, Esq.
 6549 Auburn Blvd.
 Citrus Heights, California 95621
 Email: rjr@jones-mayer.com

If to Owner: COLUSA RIVERBEND ESTATES
 L.P., a California limited partnership,

And

POMONA RIO PROPERTY, LLC a
 California limited liability company
 Courtney Dubar

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or Fax), if received before 5:00p.m. on a regular business day, otherwise on the next regular business day, so long as sender receives actual confirmation that the transmission was received; or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

16. Breach and Remedies.

16.1. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner and the defaulting Developer that specifies the nature of such default. If such default is not cured by the defaulting Developer within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, the defaulting Developer fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate the defaulting Developer's rights under this Agreement. Owner reserves the right but is not obligated to cure any default of a defaulting Developer so as to allow the Developer to remain in the Project with the rights and obligations of this Agreement.

16.1.1. Notwithstanding subsection 15.1, if a Tenant's default results in City terminating the Tenant's rights under this Agreement as to a portion of the Project occupied by the Tenant, Owner may reactivate such rights for the remaining Term

either by occupying and operating the former Tenant's portion of the Project or by leasing it to another Tenant that qualifies under this Agreement. Recognizing the substantial benefit the City obtains through continued operation of the Project under this Agreement, Owner shall not be required to cure the former Tenant's default to exercise this right.

16.1.2. Notwithstanding subsection 15.1, if a Buyer's default results in City terminating the Buyer's rights under this Agreement as to a portion of the Project owned by the Buyer, Owner may reactivate such rights for the remaining Term by obtaining title to the former Buyer's portion of the Project and thereafter either operating such portion, leasing it to a Tenant, or selling it to another Buyer. Owner shall not be required to cure the former Buyer's default to exercise this right. Recognizing the substantial benefit the City obtains through continued operation of the Project under this Agreement,

16.2. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Property owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Property not owned by such Assignee or successor.

16.3. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by a non-breaching Party for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement, or to terminate this Agreement, and not by a claim or action for monetary damages against the breaching Party; provided, this limitation on damages shall not preclude actions to enforce payments of monies owed under this Agreement.

17. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

18. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret

any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

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

22. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from a Developer so requesting, execute, acknowledge and deliver to the Developer a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of the Developer hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Property. Upon a Developer's written request, City shall issue a certificate of performance evidencing completion of any of the Developer's obligation(s) under this Agreement.

23. Encumbrances on Real Property.

23.1. Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("**Mortgage**") securing financing with respect to the Property or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Property or

any portion thereof or any improvements thereon and its successors and assigns (“**Mortgagee**”) shall be entitled to the following rights and privileges.

23.2. Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments. Notwithstanding the above, no change to this Agreement requested by a Tenant or Buyer shall be made without the Owner’s approval in its sole discretion.

23.3. Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee’s sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

23.4. Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.3, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, and the performance thereof shall continue to be a condition precedent to City’s performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Property or any portion thereof. Uncured monetary defaults will terminate the rights under this Agreement and Mortgagee’s right to operate, to the extent such default relates to all or a portion of the Property.

23.5. Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee’s acquisition of title to the Property or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

24. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

25. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Colusa County, California.

26. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

27. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement (“**Successors**”). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Property or any portion thereof. From and after recordation of this Agreement, this Agreement shall impute notice to all persons and entities in accord with the recording laws of this State

28. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

29. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement’s provisions by the other Party, or the failure by a Party to exercise its rights upon the breach or default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter, or be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

30. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

31. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

32. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

33. Jointly Drafted. It is agreed among the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any Party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

34. Independent Legal Counsel. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

35. Further Cooperation. The Parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

36. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the Parties hereto.

[Remainder of page left blank. Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

“CITY”

CITY OF COLUSA, CA
a California Municipal Corporation

Date: _____, 2023

By: _____
Greg Ponciano, Mayer

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

EXHIBIT B

Legal Description of the Parcels

[See Attached]



4571
March 25, 2022

EXHIBIT "A"
LAND DESCRIPTION
PARCEL ONE

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, also being portions of Parcel No. 1 and Parcel No. 2, as described in Document No. 2005-0003650, said County Records, and being more particularly described as follows:

BEGINNING at a point on the Southwesterly projection of the Northwesterly line of Parcel No. 3, as described in Document No. 2006-0003282, said County Records, said point being distant the following three (3) courses and distances from the most Easterly corner of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records: 1) along the Northeasterly line of Parcel No. 1 as described in said Document No. 2006-0003282, South 30°24'35" East 367.12 feet; 2) leaving said Northeasterly line, South 72°48'03" West 323.13 feet; and 3) North 73°35'27" West 1,379.17 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, South 16°32'31" West 926.79 feet to the Southerly line of said Parcel No. 1 as described in said Document No. 2005-0003650; thence, along said Southerly line the following two (2) courses and distances: 1) North 73°35'27" West 369.43 feet; and 2) North 73°28'25" West 24.60 feet to the Southwest corner of said Parcel No. 1; thence, along the West line of said Parcel No. 1 the following four (4) courses and distances: 1) North 16°31'35" East 31.96 feet; 2) North 34°21'33" East 102.30 feet; 3) North 24°38'43" East 103.61 feet; and 4) North 18°26'43" East 138.54 feet; thence, along said West line and the West line of said Parcel No. 2, North 16°31'35" East 692.28 feet to the Northwest corner of said Parcel No. 2; thence, along a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 26°43'06" West, said curve having a radius of 2,904.90 feet, through a central angle of 06°59'30", and having an arc distance of 354.47 feet, to the most Westerly corner of said Parcel No. 3; thence, along the Southwesterly projection of the Northwesterly line of said Parcel No. 3, South 17°05'32" West 51.29 feet to the POINT OF BEGINNING.




Matthew K. Souza, L.S.

3-25-22
Date

EXHIBIT "A"
LAND DESCRIPTION
PARCEL TWO

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, also being portions of Parcel No. 1 and Parcel No. 2, as described in Document No. 2005-0003650, said County Records, and also being portions of Parcel No. 1, Parcel No. 2, and Parcel No. 3, as described in Document No. 2006-0003282, said County Records, and being more particularly described as follows:


BEGINNING at a point within said Parcel No. 1 as described in said Document No. 2006-0003282, said point being distant the following three (3) courses and distances from the most Easterly corner of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records: 1) along the Northeasterly line of said Parcel No. 1 as described in said Document No. 2006-0003282, South 30°24'35" East 367.12 feet; 2) leaving said Northeasterly line, South 72°48'03" West 323.13 feet; and 3) North 73°35'27" West 219.48 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, North 73°35'27" West 1,159.69 feet; thence South 16°32'31" West 926.79 feet to the Southerly line of said Parcel No. 1 as described in said Document No. 2005-0003650; thence, along said Southerly line the following two (2) courses and distances: 1) South 73°35'27" East 1,005.24 feet; and 2) North 17°07'24" East 30.59 feet to the Southwest corner of said Parcel No. 2 as described in said Document No. 2006-0003282; thence, along the South line of said Parcel No. 2 as described in said Document No. 2006-0003282, South 73°26'45" East 156.56 feet; thence, leaving said South line, North 16°23'15" East 896.60 feet to the POINT OF BEGINNING.

Containing 24.591 acres of land, more or less.

The basis of bearings for this description is South 30°24'35" East, being the Northeasterly line of the Designated Remainder Parcel, as shown said Book 5 of Parcel Maps at Page 73, said County Records.

End of description.




Matthew K. Souza, L.S.

3-25-22
Date



4571
March 25, 2022

EXHIBIT "A"
LAND DESCRIPTION
PARCEL FOUR

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of Parcel No. 2, as described in Document No. 2005-0003650, said County Records, also being portions of Parcel No. 1 and Parcel No. 3, as described in Document No. 2006-0003282, said County Records, and also being all of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records, and being more particularly described as follows:

BEGINNING at the most Easterly corner of said Parcel One; thence, from said POINT OF BEGINNING, and along the Northeasterly line of said Parcel No. 1, South 30°24'35" 367.12 feet; thence, leaving said Northeasterly line, South 72°48'03" West 323.13 feet; thence North 73°35'27" West 1,379.17 feet to the Southwesterly projection of the Northwesterly line of said Parcel No. 3; thence, along said Southwesterly projection, North 17°05'32" East 51.29 feet to the most Westerly corner of said Parcel No. 3; thence, along said Northwesterly line, North 17°05'32" East 812.85 feet to the most Northerly corner of said Parcel No. 3; thence, along the Northeasterly line of said Parcel No. 3, South 78°53'49" East 434.84 feet; thence, along said Northeasterly line and the Northeasterly line of said Parcel One, South 58°08'03" East 399.41 feet; thence, along said Northeasterly line of said Parcel One the following three (3) courses and distances: 1) South 46°19'58" East 299.70 feet; 2) South 36°09'34" East 275.32 feet; and 3) South 30°24'35" East 92.28 feet to the POINT OF BEGINNING.

Containing 25.799 acres of land, more or less.

The basis of bearings for this description is South 30°24'35" East, being the Northeasterly line of the Designated Remainder Parcel, as shown said Book 5 of Parcel Maps at Page 73, said County Records.

End of description.




Matthew K. Souza, L.S.

3-25-22
Date

EXHIBIT C

Site Plan of the Project

EXHIBIT D
Ordinance 519



City of Colusa California

STAFF REPORT

DATE: November 21, 2023,
TO: Mayor Ponciano and Councilmembers
FROM: Sadie Ash, through City Manager Jesse Cain

AGENDA ITEM: Consideration of a Resolution adopting a Commercial Cannabis Application Policy

Recommendation: Council to adopt the Resolution approving the Commercial Cannabis application policy.

BACKGROUND ANALYSIS:

As a part of the review of Planning Articles 21.5 and 33, City Ordinance Chapters 12E, 12D, 12F, City Staff created an updated application and application processes to streamline any and all Commercial Cannabis that comes into the city going forward.

The policy presented to Council includes requirements for application, an updated responsibility and task of the Cannabis Commission, and creating an application submission window.

BUDGET IMPACT: None

STAFF RECOMMENDATION:

Staff recommends Council approve the new Cannabis Resolution 23- adopting the Application Policy, with direction regarding submission windows proposed.

ATTACHMENT:

Cannabis Application Policy
City of Colusa Cannabis Application
Resolution 23-

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY OF COLUSA CITY COUNCIL APPROVING THE
COMMERCIAL CANNABIS APPLICATION POLICY**

WHEREAS, the city staff has presented a fully thought-out policy for commercial cannabis application submission; and

WHEREAS, the City Council has the authority to open application submission time frame; and

WHEREAS, the City Council has the authority to specify which Cannabis Activities are available to be applied to each year.

NOW, THEREFORE, BE IT RESOLVED by the City of Colusa City Council that the above recitals are hereby approved.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa City Council held on the 21st day of November 2023, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

GREG PONCIANO, MAYOR

ATTEST

Shelly Kittle, City Clerk

City of Colusa
425 Webster Street
Colusa, Ca 95932



COMMERCIAL CANNABIS BUSINESS APPLICATION

New Application Fee \$5,000

Renewal Fee \$3500

Application Activity (mark all that apply)

Cannabis Cultivation

Cannabis Manufacturing*

Cannabis Distribution/Transportation

Cannabis Testing

Cannabis Dispensary

Non-Store Front Delivery

*For Manufacturing, circle one: Volatile Non-Volatile

A. Information on Commercial Cannabis Business Location

Commercial Cannabis Site/Business Name:

Property Location:

Assessor Parcel Number:

Zoning Designation:

Characteristics of the neighborhood or surrounding area:

B. Information on Applicant

Name of Person completing the application:	
Title:	DOB:

If applicant is a not for profit, corporation or other business entity, please identify:

Name of Business Entity:
Type of Ownership:
Mailing Address:
Primary Phone No:
Email address:
Preferred method of contact: (mail, phone, email)

C. Information on Co-Applicant(s)

Name of Person completing the application:	
Title:	DOB:
Mailing Address:	
Primary Phone No:	
Email address:	
Preferred method of contact: (mail, phone, email)	

Please attach additional sheets if there are more than 2 applicants

D. Information on Property Owner or Landlord

Name:

Mailing Address:

Primary Phone No:

If the applicant is not the legal owner of the property, the application must be accompanied by a notarized Owner's Statement of Consent to operate a commercial cannabis business on the property.

E. Conditional Use Permit

F. Required Submissions

Please attach the following documents to your application

- Proof of Non-Profit Status:** A description of the statutory entity or business form that will serve as the legal structure for the applicant and a copy of its formation and organizing documents, including but not limited to articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement, and fictitious business name statement.
- Neighborhood Responsibility Plan:** A plan to address the adverse impacts of cannabis cultivation / manufacturing on the surrounding area, as required for a Conditional Use Permit (CUP), including how the exterior areas and surrounding public areas will be managed to avoid becoming a nuisance and having adverse impacts on neighbors and the surrounding community. Specifically, how the applicant will contribute to the surrounding community.
- Security Plan:** A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the cultivation site. The security plan must be prepared by a qualified professional.
- Commercial Cannabis Business Performance Agreement:** A detailed plan outlining a schedule for beginning operation, including a narrative outlining any proposed construction and/or improvements and a timeline for completion showing major milestones.
- Floor Plan:** A scaled floor plan for each level of each building that makes up the cultivation / manufacturing site, including the entrances, exits, walls and cultivation / manufacturing areas. The floor plan must be professionally prepared by a licensed civil engineer or architect.

- Site Plan:** A scaled site plan of the cultivation / manufacturing site, including all buildings, structures, driveways, parking lots, landscape areas and boundaries. The site plan must be professionally prepared by a licensed civil engineer or architect.

- Lighting Plan:** A detailed lighting plan showing existing and proposed exterior and interior lights that will provide adequate security lighting for the cultivation/ manufacturing site.

- Water Efficiency Plan:** A detailed plan describing how the cultivation / manufacturing site will conform to all design guidelines, promote water conservation, and avoid or minimize any potential adverse environmental effects of operating acultivation / manufacturing site.

- Odor Control Plan:** A detailed plan describing how the applicant will preventall odors generated from the cultivation / manufacturing and storage of cannabis from escaping from the buildings on the cultivation / manufacturing site, such that the odor cannot be detected by a reasonable person of normal sensitivity outside the buildings.

- Energy Efficiency Plan:** Documentation that the applicant has contacted PG&E for help finding the best way to provide reliable and efficient energy solutions for their business. The applicant must provide the date they contacted PG&E and the name of the PG&E representative.

- Business Operations Plan**
 - Business Plan:** A plan describing how the commercial cannabis business will operate in accordance with this code, state law, and other applicable regulations. The business plan must include plans for transporting cannabis and cannabis products to and from the cultivation / manufacturing site.

 - Community Relations Plan:** A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted.

 - State Licenses:**Copies of the state licenses relating to marijuana, including cultivation licenses, the applicant holds (when available).

 - Tax Compliance:** A current copy of the applicant’s city business operations tax certificate, state sales tax seller’s permit, and the applicant’s most recent year’s financial statement and tax returns (for first time applicants, the business operations tax account will be set up in-house after the application has been submitted).

 - Insurance:** The applicant’s certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cultivation business.

 - Budget:** A copy of the applicant’s most recent annual budget for operations (if available).

 - Price List:** A list of the most recent prices for all products and services provided by the applicant.

- Statement of Owner's Consent:** A notarized written consent form signed by the owner or the landlord of the proposed site to operate a commercial cannabis business, specifying the street address and parcel number.

G. License Revocation

The applicant or any of its managers has been associated with a business that has had its cultivation permit revoked.

- Yes No (if yes, please provide the following_

City or County: _____ Date: _____

Please attach additional sheets if necessary.

H. City Authorization

- I, the applicant, provide authorization and consent for the City Manager or his/her designee to see verification of the information contained on this application

I. Indemnification

- I, the applicant, release the City of Colusa, its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from
 - (a) any repeal or amendment of chapter 12F of the Colusa Municipal Code or any provision of other codes relating to medical marijuana dispensaries and cultivation, and (b) any arrest or prosecution of the applicant or its managers, employees, or members for violation of state or federal laws; and I will defend, indemnify, and hold harmless the city and its agents, officers, elected officials, and employees from and against any and all claims or actions: (a) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from operations at the dispensary location, and (b) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of medical marijuana produced at the location.

J. Applicant's Certification

- I certify under penalty of perjury under the laws of the State of California, that I have personal knowledge of the information contained in this application, and that the information contained herein is true and correct.

Signature: _____ Date: _____

GENERAL POLICY

The purpose of this Policy is to provide an impartial and transparent process for the consideration and approval of cannabis business permit applications submitted following the City's adoption of the Cannabis Business Ordinance additions and revisions in 2023.

PROVISIONS

A. Policy Guidelines

1. All applicants seeking to operate a cannabis business in the City of Colusa must be approved for a permit from the City before commencing cannabis business operations. All cannabis businesses operating in the City without a city and local permit are unlawful and subject to administrative and/or criminal code enforcement action.

2. All applicants must submit the following application requirements and information to the City Manager:

1. Proof of Non-Profit Status
2. Neighborhood Responsibility Plan
3. Security Plan
4. Commercial Cannabis Business Performance Agreement
5. Floor Plan
6. Site Plan
7. Lighting Plan
8. Water Efficiency Plan
9. Odor Control Plan
10. Energy Efficiency Plan
11. Business Operation Plan, including
 - a. Business Plan
 - b. Community Relations Plan
 - c. State License
 - d. Tax Compliance
 - e. Insurance
 - f. Budget
 - g. Price List
12. Statement of Owners Consent

3. Fees must be paid in full at the time of submittal of the application. Fees are set by the City Council pursuant to annual Fee Schedule resolution in June of each year for the following fiscal year, and a copy of the fee schedule is available on the City website.

4. Incomplete applications will be returned to the applicant by the City Manager. Applicant has 30 days from the date of return to correct errors or supply missing documents and resubmit the application. After that period, an application may not be submitted, and applicant must reapply. Complete applications that do not meet the minimum qualifications as determined by the City Manager will be rejected. The City Manager is expressly delegated the power to determine whether applications are incomplete, complete, or meeting minimum qualifications.

5. Applicants who submit a completed applications but are determined to not meet the minimum qualifications may appeal the decision of the City Manager. All appeals shall be subject to the procedures set forth in Chapter 12B, Section 11-13 of the City of Colusa Municipal Code. The minimum qualifications are set forth in City of Colusa municipal Code, Articles 21.5, 33, and Ordinance Chapters 12E, 12D, 12F.

6. All applications deemed complete by the City Manager and meeting the minimum qualifications will be sent to the City's Cannabis Commission for review and ranking. The Commission will assess the applications against a set of criteria which include but are not limited to 1) safety, security, operational ability, and 2) what most benefits the City, and then rank the applications for recommended approval.

7. All applicants will be required to enter into and execute a development agreement with the City.

8. All applications will be sent to the Planning Commission for review and recommendation to the City Council approval.

9. All applications recommended by the Planning Commission shall be forwarded to the City Council for review. City Council shall conduct a public hearing where the staff would present their and Cannabis Commission's recommendations as to each applicant. Council will approve, disapprove, or approve of each permit subject to conditions and accompanying development agreement by ordinance.

10. The window for applications shall open on December 1st of each year and close on January 31 of the following calendar year. After January 31st no new applications will be accepted. Applications shall be accepted during the corresponding two-month windows, unless changed by City Council action.

11. The approved window for applications shall be approved by City Council Action in November of each year, listing the specific Cannabis Businesses that are open to application submission and review by City Manager and Cannabis Commission.



City of Colusa California

STAFF REPORT

DATE: November 21, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa to work on an agreement with Colusa Riverbend Estates L.P and Pomona Rio Property, LLC

Recommendation: Council to adopt the Proposed Resolution

BACKGROUND ANALYSIS:

The Colusa Riverbend estates located on east clay street on approximately 84 acres, This property has always had major concerns from the City Council and the public with any type of development. The property has been planned and zoned for houses; multifamily homes that faced citizen concerns now the property has been rezoned to light industrial for a planned development of cannabis this type of use now has public concerns.

The City owns 594 acres next to the wastewater treatment plant that we acquired so that we could control the sewer rates in the future. The City is also in the beginning stages of planning a sports complex on 25 acres next to the wastewater treatment plant. At the Council meeting on November 7, 2023, a citizen made a comment on why don't we do a property swap with Riverbend Estates L.P and Pomona Rio Property, LLC and move the cannabis project next to the wastewater treatment plant and move the sports complex to the East Clay Street property. That comment got people asking questions.

Since the November 7th council meeting, the City Manager has been meeting with the applicant for the East Clay Street cannabis project; he is in agreement that a property swap could be good for the city overall but he would like to enter into an agreement with the City of Colusa that ensures them that the City will issue a use permit and a development agreement on the new proposed property.

The City Manager is proposing the City of Colusa City Council adopt the attached resolution that states that the City of Colusa City Council will work on and enter into an agreement for the property swap within 90 days of the adopted resolution.

The property in question that the City owns is still in the Colusa County's jurisdiction so we would have to pre-zone the property and annex into the City limits. Just give some context to the location of the City owned property it is located at the end of Will S. Green Avenue, just west of the City

limits and the property line is 3,519 feet from the far south edge of Colusa High School, our current cannabis states no cannabis can be any closer than 1,200 feet from a school.

BUDGET IMPACT:

None at this time

STAFF RECOMMENDATION:

Approve Resolution 23-

Appoint two council members to work with the city manager and applicant on an agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA CITY COUNCIL TO WORK ON AND ENTER INTO AN AGREEMENT FOR A PROPERTY EXCHANGE WITH COLUSA RIVERBEND ESTATES L.P AND POMONA RIO PROPERTY LLC WITHIN 90 DAYS OF ADOPTING THIS RESOLUTION

WHEREAS, on November 21, 2023, the City of Colusa City Council agrees to work on and with Colusa Riverbend Estates and Pomona Rio Property LLC for an acre-for-acre property exchange; and

WHEREAS, The City of Colusa City Council will ensure that the agreement will include a path for a new development agreement and a conditional use permit.

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the resolution that will create an agreement with Colusa Riverbend estates L.P and Pomona Rio Properties LLC for the cannabis project and property exchange within 90 days of adopting this resolution, and:
3. Effective Date. This Resolution shall be effective immediately.

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

Passed and adopted this 21st day of November, 2023, by the following vote:

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

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk