



CITY COUNCIL MEETING

Tuesday, May 05, 2026
Regular Meeting - 6:00 PM
City Hall – City Council Chambers
425 Webster Street, Colusa, CA 95932

AGENDA

Mayor – Denise Conrado
Mayor Pro Tem – Dave Markss
Council Member – Daniel Vaca
Council Member – Greg Ponciano
Council Member – Ryan Codorniz

CALL TO ORDER

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)*

PROCLAMATIONS

Proclaim May 2026 as Mental Health Awareness Month

Proclaim May 3-9 as Professional Municipal Clerks Week

Proclaim May 10-16 as National Police Week

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

1. **Receive and File** - Police Dept. March report
2. **Receive and File** - Fire Dept. March and April report
3. **Receive and File** - March Warrants List
4. **Receive and File** - Treasurer's January report
5. **Adopt** - Resolution approving the updated Cell Phone Usage & Stipend Policy.
6. **Adopt** - Ordinance 572 approving the Development Agreement between the City of Colusa and Colusa Triple Crown,

Ordinance 573 amending the rezoning of property within the City of Colusa Sphere of Influence as part of the Wastewater Treatment Plant – Colusa Triple Crown Development Project,

Ordinance 574 adding Appendix A – Chapter 17.5 Ag Agricultural District - Regulations to the Colusa Municipal Code and finding the Ordinance subject to California Environmental Quality Act (CEQA) in which an initial study resulting in a Mitigated Negative Declaration was prepared,

Ordinance 575 amending Appendix A – Chapter 21.5, Cannabis Regulations, Subsection 21.5.01(A), of the Colusa Municipal Code and finding the Ordinance in compliance with the California Environmental Quality Act

COUNCIL CONSIDERATION

7. Consideration of land exchange for the Triple Crown Project and the future development of a City Sports Complex

Recommendation: Council to receive and file this report regarding the City of Colusa’s land exchange associated with the Triple Crown Project and provide direction regarding the planning and public outreach process for the proposed sports complex and community center project.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

DISCUSSION ITEM

Update on all City Projects

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) 458-4941 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.

“This institution is an equal opportunity employer and provider”

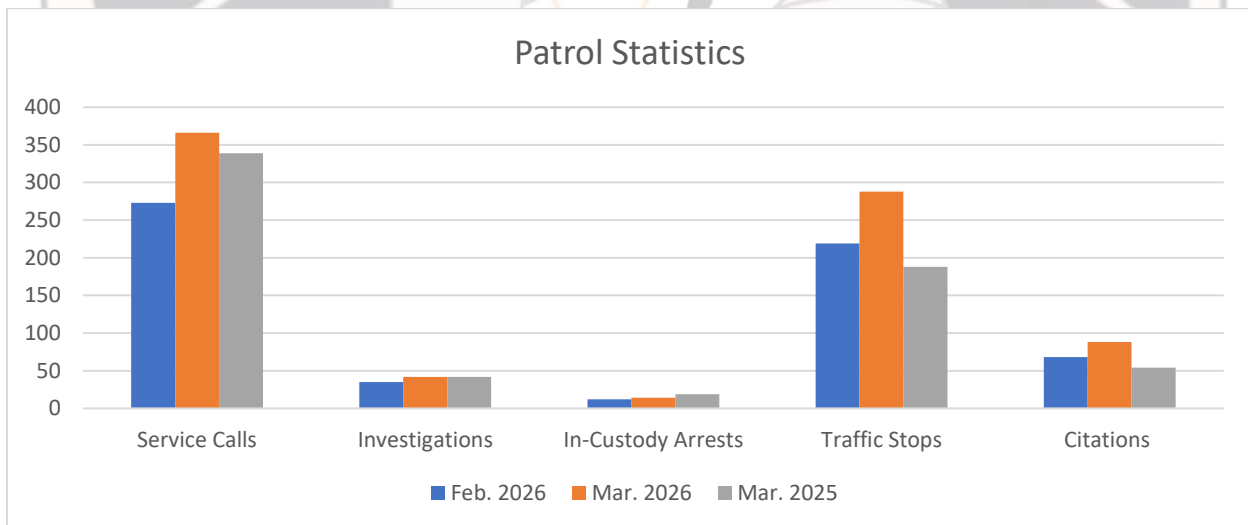
Colusa Police Department

Monthly Report for March 2026

Monthly Activities

- City Council Meetings
- Participated in the School Attendance Review Board (SARB)
- Participated in the annual Little League Parade
- Attended AXON product demonstration
- Attended Colusa County Task Force Steering committee meeting
- Attended meeting for an upcoming income survey

Monthly Statistics



- There were 366 calls for service for patrol officers with 15 agency assists. The call volume in March increased from February. The call volume in 2025 was slightly lower. As the temperature goes up, so does the call volume.
- During March, there were 14 in-custody arrests. There were 6 citations issued in lieu of a subject being booked in jail. There were 2 documented domestic violence related incidents resulting in a report, many of which were violations of restraining orders. There were 42 reports initiated.
- During the month of March, officers initiated 288 traffic enforcement stops. There were 88 citations issued. The citations were issued for various moving and mechanical violations. There were 4 reportable traffic collisions, 3 without injuries and 1 with injuries. 'Hit and Run' collisions are not included in these statistics but instead are included in crime statistics. There were 5 DUI arrests.
- The Police Services Manager handled 74 calls for service during the month of March. These calls for service don't include telephone calls handled by the Police Services Manager.

Items of Interest

- **FIELD TRAINING:** In March, Officer Azevedo and Officer Rodriguez completed their field training program and are now solo patrol officers. Both officers performed well during field training.
- **ADDED PATROL SHIFTS:** With our two new officers completing training, we have been able to add officers during peak hours. A secondary dayshift has been added during weekdays as well as an additional night shift during the weekends. Not only does having more officers on patrol assist with coverage during calls for service, but it also allows increased proactivity such as traffic enforcement stops.
- **BOAT LAUNCH FEES:** Please don't forget to pay your boat launch fees. Once you've paid them, please remember to display the receipt in your vehicle (preferably on the dash). Officers will be checking for fees paid not just in the parking lot of the state park but also along Main Street and the other immediate surrounding areas.
- **CASE OF THE MONTH:** In mid-March, 3 individuals from out of the area used counterfeit bills at various businesses. They were identified as Isaiah Johnson, Jamel Turner, and Oshay Williamson. While the 3 had fled prior to officers' arrival on-scene, they were located in the Colusa area and placed under arrest.
- **SCHOOL PATROL NOTES:** Please don't stop in the roadway and drop off your children. This is not only illegal but dangerous. Please pull to the curbline (not one painted red) or designated drop off/pick up area. **DO NOT BLOCK CROSSWALKS!**
- **JUVENILE DRIVERS:** We have received complaints of students speeding in the area of the high school, primarily at the conclusion of the school day. Please be mindful of the speed limits. Parents shouldn't be allowing their unlicensed child to drive either. A parent allowing their unlicensed child to drive will be charged with violating section 14604(A) of the California Vehicle Code.

Fire Department Monthly Report to City Council

Date: 05-05-2026

To: City Council Members

From: Logan Conley, Fire Chief

Subject: March & April Fire Department Report

2. Department Activities & Training:

- Completed ISO department Audit. I will provide a full report once the audit is finalized and available.
 - 1st warning weed abatement notices are being sent out; follow-up inspections will occur during the month of May.
 - Conducted multiple fire safety inspections of businesses and public buildings, ensuring compliance with fire codes.
 - Routine checks and service were performed on all apparatus and equipment to ensure operational readiness.
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3. Community Engagement, Public Education, and Meetings:

- Attended County Emergency Medical Care Committee (EMCC) Meeting
 - Attended Colusa County Fire Safe Council Meeting
 - Attended Weekly Department and City Staff Meetings
 - Participated in CHS Career Day on March 11th 2026
 - Posted Weed Abatement notices on social media platforms and included a letter with city water bills.
 - Fire personnel working with Colusa High School to put together a program to assist with recruitment and engagement opportunities for the Colusa Senior class.
 - Multiple senior citizens utilized the smoke detector installation program.
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4. Staffing & Apparatus Updates:

- Currently, the department operates with 6 full-time and 19 volunteer firefighters, bringing our roster count to a total of 25 personnel.
- We currently have one Vacant F/F Position that has been filled by Per-Diem F/F's. Staffing the vacant position is an ongoing challenge due to high turnover.
- Our primary Perdiem F/F is attending the 2026 CalFire Academy

- E551 – (2013) Type 1 pumper, first-out for all structural fires and rescue calls.
 - Replaced batteries and repaired driver seat sensors and seat pad.
- E561 – (2007) Type 1 pumper, second out for all structural fires and Rescue calls
- E552 – (2002) Type 1 or 2 pumper, reserve unit, second-out for structure fire calls.
- E553 – (2009) Type 3 Wildland Urban Interface, first-out for grass/wildland fires.
- E556 – (2019) Type 6 quick attack, first-out for non-structural fire calls.

- Scheduled to have transmission and transfer case inspected, 4WD slipping into gear intermittently while driving.
- T571 – (2020) BLS transport unit.
- T572 – (2007) BLS transport unit, reserve unit.
- C770 – (2018) Chief staff unit.

5. Budget & Resource Needs:

- Ladder Truck – A new ladder truck is essential for firefighting, rescues, and elevated access during emergencies. In addition to improving response capabilities, this purchase ensures compliance with NFPA standards and helps maintain our ISO rating of 3.
- Command Vehicle – The Fire Department’s current staff/command vehicle is a 2018 Ford Explorer with nearly 40,000 miles. While this mileage may be considered relatively low compared to civilian use, the vehicle’s engine and idle hours are significantly higher due to the operational demands of emergency services. Extended idling, use of onboard electronics, and high-frequency short trips place greater wear on the drivetrain, cooling, and electrical systems than traditional civilian use.
- Automated External Defibrillators (AEDs) Our current AEDs, which are 10-15 years old, are units donated to us through county OES surplus. I am looking into grant funding through Colusa County OES to purchase AED units.

6. Goals:

- Continue training efforts with a focus on EMS and Firefighting skills.
- Prepare for the ISO audit planned for 2026
- Evaluate and improve emergency response strategies for multi-story multifamily dwellings within the city.

NOTE: PLEASE SEE ATTACHMENT FOR FIRE INCIDENT TYPE BREAKDOWN.

Submitted,

Logan Conley
 Fire Chief
 Colusa Fire Department
Lconley@cityofcolusa.gov

Filter statement

Filters **Alarm Date Range** 1/1/26 to 4/30/26 | **Is Locked** true | **Is Active** true

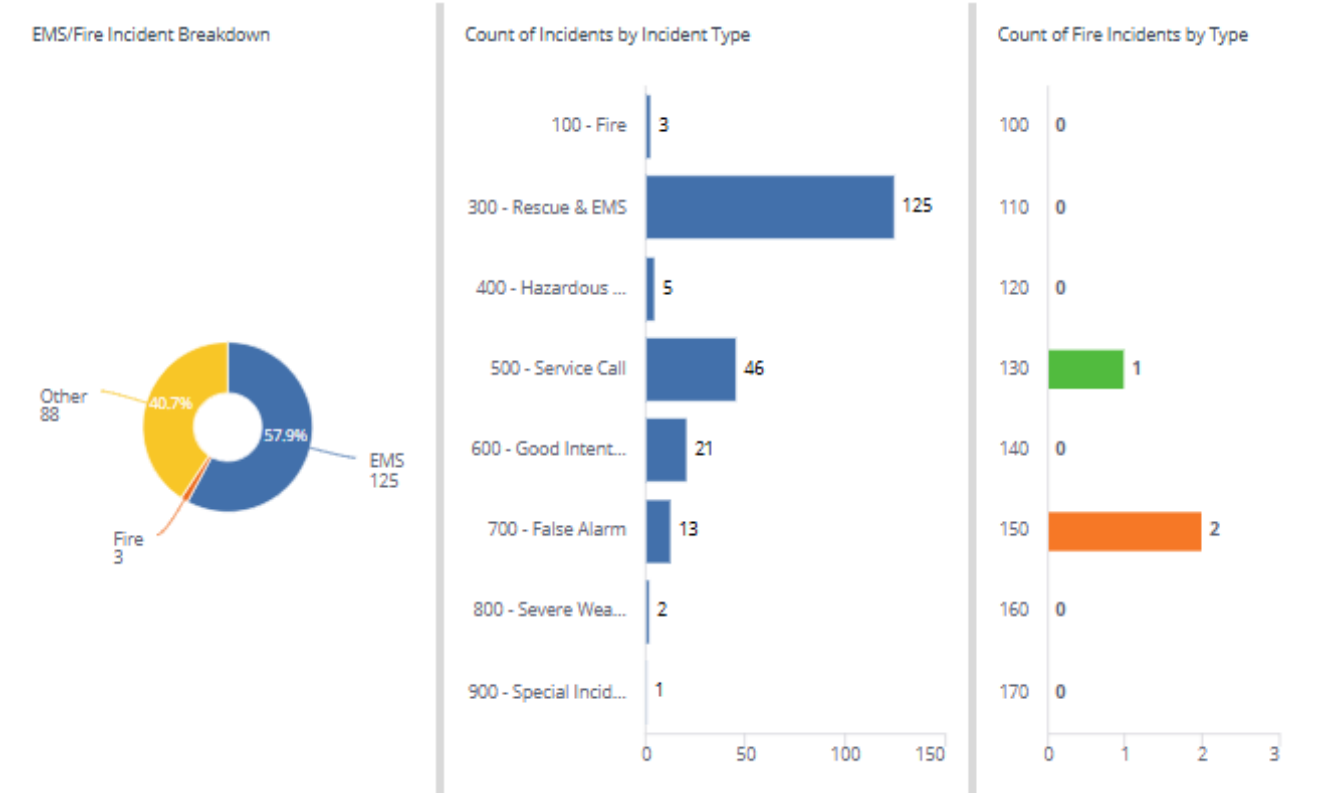
Fire Index - Incident Type Breakdown

This measure comes from the ESO Fire Index.

<p>Count of Total Incidents & Exposures</p> <div style="text-align: center;"> <p>Count of Incidents</p> <h2 style="margin: 0;">216</h2> <p>Additional Exposures 0</p> </div>	<p>Aid Given/Received</p> <div style="text-align: center;"> <p>Aid Given</p> <h2 style="margin: 0;">4</h2> <p>Aid Received 2</p> </div>
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Filter statement

Filters **Alarm Date Range** 1/1/26 to 4/30/26 | **Is Locked** true | **Is Active** true





City of Colusa, CA

Payment Register

Item 3.

APPKT00074 - 03-03-2026

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number	Vendor Name					Total Vendor Amount
COR02	ABIGAIL KAY CORONADO					460.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65765				03/03/2026	460.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2/26/2026	REFERRE FOR BASKETBALL / REC	02/26/2026	02/26/2026	0.00	460.00	

Vendor Number	Vendor Name					Total Vendor Amount
ALLO5	ALLIANT NETWORKING SERVICES, INC.					1,757.61
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65766				03/03/2026	1,757.61
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
16482	MAINTENANCE AGREEMENT MARCH 2026	02/26/2026	02/26/2026	0.00	1,757.61	

Vendor Number	Vendor Name					Total Vendor Amount
AME05	AMERIGAS					2,135.59
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65767				03/03/2026	2,135.59
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3186861927	PROPANE / SEWER	03/02/2026	03/02/2026	0.00	2,135.59	

Vendor Number	Vendor Name					Total Vendor Amount
CIS01	ANA LEAL CISNEROS					200.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65768				03/03/2026	200.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/2/2026	REIMBURSEMENT OF SCOUT CABIN DEPOSIT 2/14/2026	03/02/2026	03/02/2026	0.00	200.00	

Vendor Number	Vendor Name					Total Vendor Amount
AQU04	AQUA SIERRA CONTROLS INC.					1,880.13
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65769				03/03/2026	1,880.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
35635	PROGRAM TS ISSUE / SEWER	03/02/2026	03/02/2026	0.00	1,880.13	

Vendor Number	Vendor Name					Total Vendor Amount
SEL03	ASA SELOVER					90.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65770				03/03/2026	90.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2/24/2026	REFERRE FOR BASKETBALL / REC	02/24/2026	02/24/2026	0.00	90.00	

Vendor Number	Vendor Name					Total Vendor Amount
AUB00	AUBURN CONSTRUCTORS, LLC					75,788.10
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65771				03/03/2026	75,788.10
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/3/2026	COLUSA RECYCLED WATER SYSTEM UPGRADES APP. 16	03/03/2026	03/03/2026	0.00	75,788.10	

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
BEA01	BEAR ELECTRICAL SOLUTIONS, LLC					6,985.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65772	03/03/2026	6,985.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
29272	CONTRACT LUMP SUM	02/26/2026	02/26/2026	0.00	6,985.00	
Vendor Number	Vendor Name					Total Vendor Amount
MAT03	BENJAMIN MATA					270.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65773	03/03/2026	270.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/2/2026	REFERRE FOR BASKETBALL / REC	03/02/2026	03/02/2026	0.00	270.00	
Vendor Number	Vendor Name					Total Vendor Amount
CEC00	CALIFORNIA ENGINEERING COMPANY,INC.					54,967.61
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65774	03/03/2026	54,967.61			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12873	COLUSA CO. OFFICE OF EDUCATION / CITY ENGINEER	03/03/2026	03/03/2026	0.00	300.39	
12909	COLUSA CO. OFFICE OF EDUCATION / CITY ENGINEER	03/03/2026	03/03/2026	0.00	1,619.65	
12955	COLUSA CO. OFFICE EDUATION / CITY ENGINEER	03/03/2026	03/03/2026	0.00	624.32	
13097	PLANNING DEP. SUPPORT	03/02/2026	03/02/2026	0.00	2,098.26	
13098	WELL NO.6 DESIGN/TEST CIP	03/02/2026	03/02/2026	0.00	821.98	
13099	WESCOTT RD. CONSTRUCTION	03/02/2026	03/02/2026	0.00	35,209.50	
13100	COLUSA TOWN CENTER DEV. PROJECT	03/02/2026	03/02/2026	0.00	5,189.00	
13101	KITTLES ALLEYWAY DRAINAGE	03/02/2026	03/02/2026	0.00	7,813.19	
13102	CITY ENGINEER SERVICES	03/02/2026	03/02/2026	0.00	1,291.32	
Vendor Number	Vendor Name					Total Vendor Amount
VUL01	CALMAT CO.					5,146.87
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65775	03/03/2026	5,146.87			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5610861	POWER PATCH TON / STREETS	03/02/2026	03/02/2026	0.00	5,146.87	
Vendor Number	Vendor Name					Total Vendor Amount
CAR08	CARVALHO'S HEATING&AIR CONDITIONING,INC					21,788.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65776	03/03/2026	21,788.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
16693	NEW HVAC NARCOTICS OFFICE / CITY HALL	03/03/2026	03/03/2026	0.00	21,788.00	
Vendor Number	Vendor Name					Total Vendor Amount
CAS04	CASCADE FIRE EQUIPMENT COMPANY					514.11
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65777	03/03/2026	514.11			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV22941	FIREFIGHTER PANT / FIRE	02/26/2026	02/26/2026	0.00	514.11	
Vendor Number	Vendor Name					Total Vendor Amount
CIN00	CINTAS					622.82
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65778	03/03/2026	622.82			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4259937340	LINEN MAINTENANCE	03/02/2026	03/02/2026	0.00	162.93	
4259937610	LINEN MAINTENANCE	03/02/2026	03/02/2026	0.00	148.48	
4260681078	LINEN MAINTENANCE	03/02/2026	03/02/2026	0.00	162.93	
4260681354	LINEN MAINTENANCE	03/02/2026	03/02/2026	0.00	148.48	

Payment Register

Vendor Number CIT10	Vendor Name CITY OF WILLIAMS			Total Vendor Amount 31,657.51	
Payment Type Check	Payment Number 65779		Payment Date 03/03/2026	Payment Amount 31,657.51	
Payable Number 25-03	Description LAFCO COSTS FOR FY 2025-2026	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 31,657.51

Vendor Number CIT08	Vendor Name CITY OF YUBA CITY			Total Vendor Amount 3,753.00	
Payment Type Check	Payment Number 65780		Payment Date 03/03/2026	Payment Amount 3,753.00	
Payable Number 34950	Description TESTING / WATER	Payable Date 03/03/2026	Due Date 03/03/2026	Discount Amount 0.00	Payable Amount 2,332.00
34971	TESTING / SEWER	03/03/2026	03/03/2026	0.00	211.00
34972	TESTING / SEWER	03/03/2026	03/03/2026	0.00	66.00
34977	TESTING / SEWER	03/03/2026	03/03/2026	0.00	66.00
35010	TESTING / SEWER	03/03/2026	03/03/2026	0.00	315.00
35011	TESTING / WATER	03/03/2026	03/03/2026	0.00	104.00
35013	TESTING / SEWER	03/03/2026	03/03/2026	0.00	66.00
35025	TESTING / SEWER	03/03/2026	03/03/2026	0.00	66.00
35034	TESTING / SEWER	03/03/2026	03/03/2026	0.00	211.00
35038	TESTING / SEWER	03/03/2026	03/03/2026	0.00	66.00
35040	TESTING / SEWER	03/03/2026	03/03/2026	0.00	66.00
35042	TESTING / WATER	03/03/2026	03/03/2026	0.00	52.00
35044	TESTING / SEWER	03/03/2026	03/03/2026	0.00	66.00
35047	TESTING / SEWER	03/03/2026	03/03/2026	0.00	66.00

Vendor Number CIV00	Vendor Name CIVICPLUS, LLC			Total Vendor Amount 3,958.50	
Payment Type Check	Payment Number 65781		Payment Date 03/03/2026	Payment Amount 3,958.50	
Payable Number 363745	Description RECODIFICATION,MUNICODE BINDERS &TABS	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 3,958.50

Vendor Number CLA00	Vendor Name CLARK PEST CONTROL			Total Vendor Amount 233.00	
Payment Type Check	Payment Number 65782		Payment Date 03/03/2026	Payment Amount 233.00	
Payable Number 39060315	Description PEST SERVICE / CITY HALL	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 233.00

Vendor Number COL02	Vendor Name COLUSA COUNTY BUILDING DEPARTMENT			Total Vendor Amount 500.00	
Payment Type Check	Payment Number 65783		Payment Date 03/03/2026	Payment Amount 500.00	
Payable Number 114586	Description ALUC REVIEW ZONE DEPOSIT / PLANNING	Payable Date 03/03/2026	Due Date 03/03/2026	Discount Amount 0.00	Payable Amount 500.00

Vendor Number COR01	Vendor Name CORBIN WILLITS SYSTEMS IN			Total Vendor Amount 1,036.14	
Payment Type Check	Payment Number 65784		Payment Date 03/03/2026	Payment Amount 1,036.14	
Payable Number 000C602151	Description MONTHLY SERVICE FEES MARCH 2026	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 1,036.14

Vendor Number DEPO1	Vendor Name DEPARTMENT OF JUSTICE			Total Vendor Amount 104.00	
Payment Type Check	Payment Number 65785		Payment Date 03/03/2026	Payment Amount 104.00	
Payable Number PO 64365	Description CCW RENEWAL PERMIT	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 104.00

Payment Register

Vendor Number COLA5	Vendor Name DERODA INC.					Total Vendor Amount 30.61
Payment Type Check	Payment Number 65786		Payment Date 03/03/2026			Payment Amount 30.61
Payable Number 145868	Description EQUIPMENT MAINTENANCE / STREETS	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 24.87	
146442	SPARK PLUG / PARKS	03/02/2026	03/02/2026	0.00	5.74	

Vendor Number KRU00	Vendor Name ELIZABETH KRUG					Total Vendor Amount 272.00
Payment Type Check	Payment Number 65787		Payment Date 03/03/2026			Payment Amount 272.00
Payable Number 2/26/2026	Description REFERRE FOR BASKETBALL / REC	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 272.00	

Vendor Number FAS02	Vendor Name FASTENAL					Total Vendor Amount 1,252.37
Payment Type Check	Payment Number 65788		Payment Date 03/03/2026			Payment Amount 1,252.37
Payable Number CAYUB105585	Description BATH TISSUE, CONTR.BAG	Payable Date 03/03/2026	Due Date 03/03/2026	Discount Amount 0.00	Payable Amount 1,252.37	

Vendor Number FOR03	Vendor Name For2Fi, Inc.					Total Vendor Amount 51.34
Payment Type Check	Payment Number 65789		Payment Date 03/03/2026			Payment Amount 51.34
Payable Number 80084	Description COMMUNICATIONS- W/S	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 51.34	

Vendor Number REC04	Vendor Name GAVEN REZENDEZ					Total Vendor Amount 162.00
Payment Type Check	Payment Number 65790		Payment Date 03/03/2026			Payment Amount 162.00
Payable Number 2/24/2026	Description REFERRE FOR BASKETBALL / REC	Payable Date 02/24/2026	Due Date 02/24/2026	Discount Amount 0.00	Payable Amount 162.00	

Vendor Number HAC01	Vendor Name HACH COMPANY					Total Vendor Amount 3,109.50
Payment Type Check	Payment Number 65791		Payment Date 03/03/2026			Payment Amount 3,109.50
Payable Number 2243967	Description PROFESSIONAL SERVICES / SEWER	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount -566.50	
3/2/2026	RENEWAL 19-MAR-26 THRU 18-MAR-27 / SEWER	03/02/2026	03/02/2026	0.00	3,676.00	

Vendor Number JLW00	Vendor Name J.L.WINGERT CO. A DXP COMPANY					Total Vendor Amount 5,773.01
Payment Type Check	Payment Number 65792		Payment Date 03/03/2026			Payment Amount 5,773.01
Payable Number 55642698	Description BUILDING MAINTENANCE / WATER	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 186.23	
55656936	PUMP / WATER	03/02/2026	03/02/2026	0.00	5,586.78	

Vendor Number ELE01	Vendor Name JACOB MORLEY					Total Vendor Amount 11,494.25
Payment Type Check	Payment Number 65793		Payment Date 03/03/2026			Payment Amount 11,494.25
Payable Number 3/2/2026	Description PLANNING SERVICES FOR FEB 2026	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 9,346.75	
3/2/26	2420-CTC ANNEXATION	03/02/2026	03/02/2026	0.00	2,147.50	

Payment Register

Vendor Number GAR00	Vendor Name JANELL A. GARCIA			Total Vendor Amount 550.00	
Payment Type Check	Payment Number 65794		Payment Date 03/03/2026	Payment Amount 550.00	
Payable Number 2/26/2026	Description REFERRE FOR OPEN GYM BASKETBALL/ REC	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 550.00

Vendor Number DOU00	Vendor Name JOE CRAIG			Total Vendor Amount 8,694.40	
Payment Type Check	Payment Number 65795		Payment Date 03/03/2026	Payment Amount 8,694.40	
Payable Number 12012	Description INJECTIONS OF TREES / STREETS	Payable Date 03/03/2026	Due Date 03/03/2026	Discount Amount 0.00	Payable Amount 8,694.40

Vendor Number K&L01	Vendor Name K & L SUPPLY, INC.			Total Vendor Amount 7,327.20	
Payment Type Check	Payment Number 65796		Payment Date 03/03/2026	Payment Amount 7,327.20	
Payable Number 47497	Description 5 GAL CITRA SOLVE / SEWER	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 7,327.20

Vendor Number CAS05	Vendor Name KALEB B CASTANON			Total Vendor Amount 198.00	
Payment Type Check	Payment Number 65797		Payment Date 03/03/2026	Payment Amount 198.00	
Payable Number 2/24/2026	Description REFERRE FOR BASKETBALL / REC	Payable Date 02/24/2026	Due Date 02/24/2026	Discount Amount 0.00	Payable Amount 198.00

Vendor Number HSU00	Vendor Name KEVIN HSU			Total Vendor Amount 199.29	
Payment Type Check	Payment Number 65798		Payment Date 03/03/2026	Payment Amount 199.29	
Payable Number INV#00021240	Description BELTS (WHITE & YELLOW)	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 199.29

Vendor Number LAM03	Vendor Name LAMB UNLIMITED INC.			Total Vendor Amount 371,203.71	
Payment Type Check	Payment Number 65799		Payment Date 03/03/2026	Payment Amount 371,203.71	
Payable Number 2/26/2026	Description WESCOTT RD. REHABILITATION APPLICATION #4	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 371,203.71

Vendor Number HUM01	Vendor Name LONDON MATHEW STEVEN HUMPHREY			Total Vendor Amount 108.00	
Payment Type Check	Payment Number 65800		Payment Date 03/03/2026	Payment Amount 108.00	
Payable Number 2/26/2026	Description REFERRE FOR BASKETBALL / REC	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 108.00

Vendor Number PRI05	Vendor Name LUCAS PRICE			Total Vendor Amount 558.00	
Payment Type Check	Payment Number 65801		Payment Date 03/03/2026	Payment Amount 558.00	
Payable Number 2/24/2026	Description REFERRE FOR BASKETBALL / REC	Payable Date 02/24/2026	Due Date 02/24/2026	Discount Amount 0.00	Payable Amount 558.00

Payment Register

Vendor Number DEN01	Vendor Name MARCOS JAVIER DENIZ JR			Total Vendor Amount 838.00	
Payment Type Check	Payment Number 65802			Payment Date 03/03/2026	Payment Amount 838.00
Payable Number 2/26/2026	Description REFERRE FOR BASKETBALL / REC	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 838.00

Vendor Number VIG00	Vendor Name NICOLE VIGNEY			Total Vendor Amount 408.80	
Payment Type Check	Payment Number 65803			Payment Date 03/03/2026	Payment Amount 408.80
Payable Number 3/3/2026	Description KICKBOXING CLASSES JAN-FEB 2026 / REC	Payable Date 03/03/2026	Due Date 03/03/2026	Discount Amount 0.00	Payable Amount 408.80

Vendor Number PAC04	Vendor Name PAC MACHINE COMPANY, INC.			Total Vendor Amount 1,995.23	
Payment Type Check	Payment Number 65804			Payment Date 03/03/2026	Payment Amount 1,995.23
Payable Number 0811187967	Description PIPES FOR STORM DRAINAGE	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 1,995.23

Vendor Number PGE01	Vendor Name PACIFIC GAS AND ELECTRIC			Total Vendor Amount 61,790.08	
Payment Type Check	Payment Number 65805			Payment Date 03/03/2026	Payment Amount 61,790.08
Payable Number 3/2/2025	Description UTILITIES	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 61,790.08

Vendor Number PAX01	Vendor Name PAXTON FAMILY INSPECTION SERVICES			Total Vendor Amount 5,733.84	
Payment Type Check	Payment Number 65806			Payment Date 03/03/2026	Payment Amount 5,733.84
Payable Number 261006	Description BUILDING INSPECTIONS, MILEAGE, PLAN CHECK	Payable Date 03/02/2026	Due Date 03/02/2026	Discount Amount 0.00	Payable Amount 5,733.84

Vendor Number HUM00	Vendor Name PEYTON HUMPHREY			Total Vendor Amount 770.00	
Payment Type Check	Payment Number 65807			Payment Date 03/03/2026	Payment Amount 770.00
Payable Number 2/26/2026	Description BASKETBALL REFERRE / REC	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 770.00

Vendor Number PRE04	Vendor Name PREMIER PRINT & MAIL			Total Vendor Amount 773.65	
Payment Type Check	Payment Number 65808			Payment Date 03/03/2026	Payment Amount 773.65
Payable Number 22602-0087	Description #10 WHITE WINDOW ENVELOPES	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 773.65

Vendor Number BRA02	Vendor Name RODGER EARL BRAYFINDLEY			Total Vendor Amount 823.20	
Payment Type Check	Payment Number 65809			Payment Date 03/03/2026	Payment Amount 823.20
Payable Number 3/3/2026	Description KICKBOXING CLASSES JAN-FEB 2026 / REC	Payable Date 03/03/2026	Due Date 03/03/2026	Discount Amount 0.00	Payable Amount 823.20

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
ASH01	SADIE ASH					6,693.75
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65810	03/03/2026	6,693.75			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/3/2026	PROP 64 GRANT, EHCR GRANT & COHORT, MISC. TASKS	03/03/2026	03/03/2026	0.00	6,693.75	
Vendor Number	Vendor Name					Total Vendor Amount
TAP01	STERLING TAPIA					108.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65811	03/03/2026	108.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/3/2026	BASKETBALL REFERRE / REC	03/03/2026	03/03/2026	0.00	108.00	
Vendor Number	Vendor Name					Total Vendor Amount
AQU05	THIRKETTLE CORPORATION					8,941.72
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65812	03/03/2026	8,941.72			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0112584	METERS / WATER	03/02/2026	03/02/2026	0.00	8,941.72	
Vendor Number	Vendor Name					Total Vendor Amount
VER00	VERIZON WIRELESS					1,359.31
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65813	03/03/2026	1,359.31			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2/26/2026	CITY CELL PHONES	02/26/2026	02/26/2026	0.00	1,359.31	
Vendor Number	Vendor Name					Total Vendor Amount
WAV00	WAVE TECHNOLOGIES					1,090.81
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	65814	03/03/2026	1,090.81			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
DG-8113	CITY PHONE LINES SERVCIES	02/26/2026	02/26/2026	0.00	1,090.81	

Payment Register

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Check	78	50	0.00	716,158.06
Packet Totals:		78	50	0.00	716,158.06

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-716,158.06
Packet Totals:		-716,158.06



City of Colusa, CA

Payment Register

Item 3.

APPKT00075 - 03-04-2026-PAYROLL AP

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number	Vendor Name					Total Vendor Amount
AFL01	AFLAC					1,341.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65815			03/03/2026	1,341.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000032	AFLAC PRETAX	02/26/2026	02/26/2026	0.00	1,144.56	
INV0000033	AFLAC -EMP. PAID	02/26/2026	02/26/2026	0.00	197.08	
COL15	COLUSA COUNTY AUDITOR					37.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65816			03/03/2026	37.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/3/2026	PARKING VIOLATIONS FEB 2026	03/03/2026	03/03/2026	0.00	37.50	
CPOA1	COLUSA POLICE ASSOCIATION					708.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65817			03/03/2026	708.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000029	CPOA DUES	02/26/2026	02/26/2026	0.00	708.50	
COL32	COLUSA PROFESSIONAL					450.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65818			03/03/2026	450.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000030	FIREFIGHTER DUES	02/26/2026	02/26/2026	0.00	450.00	
FID01	FIDELITY SECURITY LIFE INSURANCE CO.					649.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65819			03/03/2026	649.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000028	Vision Insurance	02/26/2026	02/26/2026	0.00	649.23	
FRA02	FRANCHISE TAX BOARD					688.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65820			03/03/2026	688.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000036	EARNING WITHHOLDINGS	02/26/2026	02/26/2026	0.00	588.23	
INV0000037	EARNING WITHHOLDINGS	02/26/2026	02/26/2026	0.00	100.00	
MET00	MetLife Investors					1,750.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65821			03/03/2026	1,750.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000031	Def. Comp	02/26/2026	02/26/2026	0.00	1,750.00	

Payment Register

Vendor Number PRE03	Vendor Name PREMIER ACCESS INSURANCE COMPANY					Total Vendor Amount 7,438.41
Payment Type Check	Payment Number 65822					Payment Date 03/03/2026
Payable Number INV0000026	Description Dental Insurance	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 7,438.41	
						Total Vendor Amount 597.76
Vendor Number RAC00	Vendor Name RACE TELECOMMUNICATIONS, LLC					Total Vendor Amount 597.76
Payment Type Check	Payment Number 65823					Payment Date 03/03/2026
Payable Number RC2015565	Description INTERNET SERVICES	Payable Date 03/03/2026	Due Date 03/03/2026	Discount Amount 0.00	Payable Amount 597.76	
						Total Vendor Amount 250.00
Vendor Number SIE01	Vendor Name SIERRA CENTRAL CREDIT UNION					Total Vendor Amount 250.00
Payment Type Check	Payment Number 65824					Payment Date 03/03/2026
Payable Number 3/3/2026	Description P/R LIAB -CREDIT UNION	Payable Date 03/03/2026	Due Date 03/03/2026	Discount Amount 0.00	Payable Amount 250.00	
						Total Vendor Amount 61.00
Vendor Number STA17	Vendor Name STATE DISBURSEMENT UNIT					Total Vendor Amount 61.00
Payment Type Check	Payment Number 65825					Payment Date 03/03/2026
Payable Number INV0000035	Description Child Support	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 61.00	
						Total Vendor Amount 578.00
Vendor Number HAR04	Vendor Name THE HARTFORD					Total Vendor Amount 578.00
Payment Type Check	Payment Number 65826					Payment Date 03/03/2026
Payable Number INV0000027	Description Life Insurance	Payable Date 02/26/2026	Due Date 02/26/2026	Discount Amount 0.00	Payable Amount 578.00	

Payment Register

APPKT00075 - 03-04-2026

Item 3. P

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Check	14	12	0.00	14,550.27
Packet Totals:		14	12	0.00	14,550.27

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-14,550.27
Packet Totals:		-14,550.27



City of Colusa, CA

Payment Register

Item 3.

APPKT00082 - 03-11-2026

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number: [LOW00](#) Vendor Name: LOWE'S HOME IMPROVEMENT

Total Vendor Amount: 9,694.79

Payment Type: Check Payment Number: [65828](#)

Payment Date: 03/11/2026 Payment Amount: 9,694.79

Payable Number: [3/11/2026](#) Description: MEMORIAL PARK RESTROOMS

Payable Date: 03/11/2026 Due Date: 03/11/2026

Discount Amount: 0.00 Payable Amount: 9,694.79

Payment Register

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Check	1	1	0.00	9,694.79
Packet Totals:		1	1	0.00	9,694.79

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-9,694.79
Packet Totals:		-9,694.79



City of Colusa, CA

Payment Register

Item 3.

APPKT00085 - 3/12/2026

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number: [LOW00](#) Vendor Name: LOWE'S HOME IMPROVEMENT

Total Vendor Amount: 0.00

Payment Type: Check Payment Number: [65828](#)
Payable Number: Description:

Payment Date: 03/11/2026 Payment Amount: -9,694.79
Discount Amount: 0.00 Payable Amount: 0.00

Payable Date Due Date

Check Payment Number: [65829](#)
Payable Number: Description:

Payment Date: 03/11/2026 Payment Amount: -515.61
Discount Amount: 0.00 Payable Amount: 0.00

Payable Date Due Date

Payment Register

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Voided Check	0	2	0.00	-10,210.40
Packet Totals:		0	2	0.00	0.00

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	10,210.40
Packet Totals:		10,210.40



City of Colusa, CA

Payment Register

Item 3.

APPKT00086 - 3-17-26

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number	Vendor Name			Total Vendor Amount
ALLO5	ALLIANT NETWORKING SERVICES, INC.			1,663.50
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65830	03/17/2026	1,663.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
0811187967-1	MAINTENANCE AGREEMENT APRIL 2026	03/16/2026	03/16/2026	0.00 1,663.50

Vendor Number	Vendor Name			Total Vendor Amount
CHE09	AMARJIT CHEEMA			335,130.44
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65831	03/17/2026	335,130.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
26-3649	COLUSA TOWN CENTER DEV. PROJECT	03/17/2026	03/17/2026	0.00 335,130.44

Vendor Number	Vendor Name			Total Vendor Amount
ATT03	AT&T			196.56
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65832	03/17/2026	196.56	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
24870835	CALNET DOJ / POLICE	03/10/2026	03/10/2026	0.00 196.56

Vendor Number	Vendor Name			Total Vendor Amount
GUI01	BENET GUIDERA			145.60
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65833	03/17/2026	145.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
3/12/2026	FINAL CLOSURE OF UTILITY BILL REIMBURSENT	03/12/2026	03/12/2026	0.00 145.60

Vendor Number	Vendor Name			Total Vendor Amount
BUR05	BURTON'S FIRE, INC.			3,424.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65834	03/17/2026	3,424.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
W83145	MOBILE PUMP TEST / FIRE	03/11/2026	03/11/2026	0.00 3,424.00

Vendor Number	Vendor Name			Total Vendor Amount
CIN00	CINTAS			646.98
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65835	03/17/2026	646.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
4261411875	LINEN MAINTENANCE- W/S	03/16/2026	03/16/2026	0.00 162.93
4261412203	LINEN MAINTENANCE	03/16/2026	03/16/2026	0.00 172.64
4262193774	LINEN MAINTENANCE- W/S	03/16/2026	03/16/2026	0.00 162.93
4262194054	LINEN MAINTENANCE	03/16/2026	03/16/2026	0.00 148.48

Vendor Number	Vendor Name			Total Vendor Amount
CIN01	CINTAS CORPORATION NO. 2			197.13
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65836	03/17/2026	197.13	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
5322344702	MEDICAL SUPPLIES	03/16/2026	03/16/2026	0.00 197.13

Payment Register

Vendor Number **Vendor Name** **Total Vendor Amount**
CIT08 CITY OF YUBA CITY 5,208.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check	65837	03/17/2026	5,208.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
35068	TESITNG / SEWER	03/16/2026	03/16/2026	0.00	211.00
35073	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35077	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35078	TESTING / WATER	03/16/2026	03/16/2026	0.00	104.00
35097	TESTING / WATER	03/16/2026	03/16/2026	0.00	550.00
35110	TESTING / SEWER	03/16/2026	03/16/2026	0.00	211.00
35111	TESTING / SEWER	03/16/2026	03/16/2026	0.00	104.00
35115	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35118	TESTING / SEWER	03/16/2026	03/16/2026	0.00	156.00
35121	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35129	TESTING / WATER	03/16/2026	03/16/2026	0.00	104.00
35141	TESTING / SEWER	03/16/2026	03/16/2026	0.00	584.00
35146	TESTING / WATER	03/16/2026	03/16/2026	0.00	484.00
35157	TESTING / SEWER	03/16/2026	03/16/2026	0.00	315.00
35173	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35178	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35181	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35196	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35204	TESTING / WATER	03/16/2026	03/16/2026	0.00	104.00
35226	TESTING / WATER	03/16/2026	03/16/2026	0.00	52.00
35227	TESTING / SEWER	03/16/2026	03/16/2026	0.00	211.00
35236	TESTING / SEWER	03/16/2026	03/16/2026	0.00	434.00
35239	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35248	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35254	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35256	TESTING / WATER	03/16/2026	03/16/2026	0.00	104.00
35257	TESTING / WATER	03/16/2026	03/16/2026	0.00	156.00
35260	TESTING / SEWER	03/16/2026	03/16/2026	0.00	66.00
35268	TESTING / WATER	03/16/2026	03/16/2026	0.00	52.00
35279	TESTING / WATER	03/16/2026	03/16/2026	0.00	480.00

Vendor Number **Vendor Name** **Total Vendor Amount**
END00 CLARK THENHAUS 16,000.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check	65838	03/17/2026	16,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4	SCHEMATIC DESIGN / POLICE	03/11/2026	03/11/2026	0.00	16,000.00

Vendor Number **Vendor Name** **Total Vendor Amount**
CLO03 CLOSE LUMBER INC. 2,251.77

Payment Type	Payment Number	Payment Date	Payment Amount		
Check	65839	03/17/2026	2,251.77		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2603-178791	WOOD STAKES BUNDLE FOR MEMORIAL PARK RESTROOM	03/16/2026	03/16/2026	0.00	264.35
2603-178840	REBAR 1/2X20 (150PC/TON) STREETS	03/16/2026	03/16/2026	0.00	1,674.68
2603-178905	METAL FOUNDATION STAKES / PARKS	03/16/2026	03/16/2026	0.00	312.74

Vendor Number **Vendor Name** **Total Vendor Amount**
COL17 COLUSA COUNTY ARTS COUNCIL 15,000.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check	65840	03/17/2026	15,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
012026-32	LEVITT AMP 2026 COLUSA MUSIC SERIES	03/16/2026	03/16/2026	0.00	15,000.00

Payment Register

Vendor Number COL15	Vendor Name COLUSA COUNTY AUDITOR					Total Vendor Amount 27.97
Payment Type Check	Payment Number 65841		Payment Date 03/17/2026	Payment Amount 27.97		
Payable Number 4638	Description REIMBURSEMENT OF ALTERNATIVE SENTENCING FEB 26"	Payable Date 03/16/2026	Due Date 03/16/2026	Discount Amount 0.00	Payable Amount 27.97	
Vendor Number COM08	Vendor Name COMCAST					Total Vendor Amount 65.26
Payment Type Check	Payment Number 65842		Payment Date 03/17/2026	Payment Amount 65.26		
Payable Number 3/11/2026	Description STANDARD CABLE SERVICES / FIRE	Payable Date 03/11/2026	Due Date 03/11/2026	Discount Amount 0.00	Payable Amount 65.26	
Vendor Number COM06	Vendor Name COMPUTER LOGISTICS					Total Vendor Amount 532.57
Payment Type Check	Payment Number 65843		Payment Date 03/17/2026	Payment Amount 532.57		
Payable Number 86922	Description MONTHLY BILLING FOR MARCH 20226 /POLICE	Payable Date 03/11/2026	Due Date 03/11/2026	Discount Amount 0.00	Payable Amount 532.57	
Vendor Number COL25	Vendor Name COUNTY OF COLUSA/OFFICE OF THE SHERIFF					Total Vendor Amount 42,837.41
Payment Type Check	Payment Number 65844		Payment Date 03/17/2026	Payment Amount 42,837.41		
Payable Number 3/11/2026	Description DISPATCH SERVICES 2N QRT 25-26/ POLICE	Payable Date 03/11/2026	Due Date 03/11/2026	Discount Amount 0.00	Payable Amount 34,089.74	
Payable Number 3/11/26	Description ANIMAL CONTROL SERVICES 2ND QRT FY 25-26 / POLICE	Payable Date 03/11/2026	Due Date 03/11/2026	Discount Amount 0.00	Payable Amount 8,747.67	
Vendor Number DAV09	Vendor Name DAVIES CHEVRON					Total Vendor Amount 60.00
Payment Type Check	Payment Number 65845		Payment Date 03/17/2026	Payment Amount 60.00		
Payable Number 3/10/2026	Description FEB 2026 CARWASH (5) /POLICE	Payable Date 03/10/2026	Due Date 03/10/2026	Discount Amount 0.00	Payable Amount 60.00	
Vendor Number DAV02	Vendor Name DAVIES OIL COMPANY, INC.					Total Vendor Amount 8,563.24
Payment Type Check	Payment Number 65846		Payment Date 03/17/2026	Payment Amount 8,563.24		
Payable Number 420454	Description FUEL / STREETS	Payable Date 03/17/2026	Due Date 03/17/2026	Discount Amount 0.00	Payable Amount 983.57	
Payable Number 420741	Description FUEL / STREETS	Payable Date 03/17/2026	Due Date 03/17/2026	Discount Amount 0.00	Payable Amount 1,175.60	
Payable Number 78867	Description FUEL	Payable Date 03/11/2026	Due Date 03/11/2026	Discount Amount 0.00	Payable Amount 6,404.07	
Vendor Number JOH13	Vendor Name DEERE CREDIT INC.					Total Vendor Amount 2,044.83
Payment Type Check	Payment Number 65847		Payment Date 03/17/2026	Payment Amount 2,044.83		
Payable Number 3135295	Description MOWER LEASE	Payable Date 03/16/2026	Due Date 03/16/2026	Discount Amount 0.00	Payable Amount 2,044.83	
Vendor Number COLA5	Vendor Name DERODA INC.					Total Vendor Amount 257.38
Payment Type Check	Payment Number 65848		Payment Date 03/17/2026	Payment Amount 257.38		
Payable Number 146161	Description LUCAS OIL STABILIZER / POLICE	Payable Date 03/11/2026	Due Date 03/11/2026	Discount Amount 0.00	Payable Amount 64.70	
Payable Number 146835	Description E-561 EQUIPMENT MAINT. / FIRE	Payable Date 03/11/2026	Due Date 03/11/2026	Discount Amount 0.00	Payable Amount 68.27	
Payable Number 147034	Description SPARK PLUG / PARKS	Payable Date 03/16/2026	Due Date 03/16/2026	Discount Amount 0.00	Payable Amount 10.98	
Payable Number 147111	Description E-561 EQUIPMENT MAINT. / FIRE	Payable Date 03/11/2026	Due Date 03/11/2026	Discount Amount 0.00	Payable Amount 41.64	
Payable Number 147465	Description EQUIPMENT MAINT. FOR GRADEALL / WATER	Payable Date 03/16/2026	Due Date 03/16/2026	Discount Amount 0.00	Payable Amount 65.90	

Payment Register

147519	LOCK PIN / WATER	03/16/2026	03/16/2026	0.00		5.89
Vendor Number	Vendor Name					Total Vendor Amount
ES000	ESO SOLUTIONS,INC					5,736.05
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65849			03/17/2026	5,736.05	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
ESO-191649	FIRE REPORTING (INCIDENTS) / FIRE	03/11/2026	03/11/2026	0.00	5,736.05	
Vendor Number	Vendor Name					Total Vendor Amount
FAS02	FASTENAL					4,018.31
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65850			03/17/2026	4,018.31	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CAYUB105767	30X60 FLAG / BOAT RAMP	03/17/2026	03/17/2026	0.00	4,018.31	
Vendor Number	Vendor Name					Total Vendor Amount
MES00	GEORGE L. MESSICK CO.					878.29
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65851			03/17/2026	878.29	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
657046/1	SUPPLIES / WATER	03/16/2026	03/16/2026	0.00	36.95	
657080/1	BUILDING MAINTENANCE / SEWER	03/16/2026	03/16/2026	0.00	74.09	
657112/1	CARWASH SUPPLIES/ FIRE	03/11/2026	03/11/2026	0.00	9.34	
657499/1	ELECTRIC TAPE / SEWER	03/16/2026	03/16/2026	0.00	39.11	
657821/1	EQUIPMENT MAINTENANCE / SEWER	03/16/2026	03/16/2026	0.00	43.24	
658131/1	TRASH BAGS / POLICE	03/10/2026	03/10/2026	0.00	20.65	
658160/1	PADLOCK & UTILITY GLOVE / WATER	03/16/2026	03/16/2026	0.00	71.73	
658176/1	MICE BAIT, RODENT REPELLANT / SEWER	03/16/2026	03/16/2026	0.00	78.27	
658416/1	SEWAGE PUMP / SEWER	03/16/2026	03/16/2026	0.00	326.23	
658422/1	CARWASH / FIRE	03/11/2026	03/11/2026	0.00	9.34	
658565/1	BUILDING MAINT. / SEWER	03/16/2026	03/16/2026	0.00	53.27	
658661/1	VEHICLE&YARD MAINTENANCE / FIRE	03/11/2026	03/11/2026	0.00	41.96	
658666/1	VEHICLE MAINTENANCE (CARWASH SUPPLIES) / FIRE	03/11/2026	03/11/2026	0.00	18.68	
659041/1	PACKING TAPE & BLADE	03/16/2026	03/16/2026	0.00	36.95	
659142/1	HOUSE JANITORIAL SUPPLIES / FIRE	03/11/2026	03/11/2026	0.00	18.48	
Vendor Number	Vendor Name					Total Vendor Amount
HOB03	HOBLOT CHEVROLET BUICK GMC					63.10
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65852			03/17/2026	63.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5001246	EQUIPMENT MAINT. / STREETS	03/16/2026	03/16/2026	0.00	63.10	
Vendor Number	Vendor Name					Total Vendor Amount
CUR00	L.N. CURTIS AND SONS					218.40
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65853			03/17/2026	218.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV1043604	SAFETY CLOTHING / FIRE	03/11/2026	03/11/2026	0.00	218.40	
Vendor Number	Vendor Name					Total Vendor Amount
LEA01	LEAGUE OF CALIF. CITIES					105.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65854			03/17/2026	105.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5464	MEMBERSHIP DUES SAC VALLEY DIVISION 2026/FINANC	03/11/2026	03/11/2026	0.00	105.00	

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
LES01	LES SCHWAB TIRE CENTER					200.22
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65855			03/17/2026	200.22	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
62100421816	VALEO WIPER BALDE / FIRE	03/11/2026	03/11/2026	0.00	65.23	
62100421907	EQUIPMENT MAINT. INTERCEPTOR / POLICE	03/11/2026	03/11/2026	0.00	134.99	
Vendor Number	Vendor Name					Total Vendor Amount
LIFO0	LIFE-ASSIST INC.					642.10
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65856			03/17/2026	642.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2070856	MEDICAL SUPPLIES / FIRE	03/11/2026	03/11/2026	0.00	642.10	
Vendor Number	Vendor Name					Total Vendor Amount
IBA01	NOEMI IBARRA					200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65857			03/17/2026	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/16/2026	REIMBURSEMENT OF SCOUT CABIN DEPOSIT 2/28/2026	03/16/2026	03/16/2026	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
PAC00	PACE SUPPLY CORP.					295.59
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65858			03/17/2026	295.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0811187967-1	PIPES FOR STORM DRAINAGE	03/17/2026	03/17/2026	0.00	295.59	
Vendor Number	Vendor Name					Total Vendor Amount
PAC03	PACIFIC STORAGE COMPANY					62.72
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65859			03/17/2026	62.72	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5303883	SERVICE 64 GAL TOTE / POLICE	03/10/2026	03/10/2026	0.00	62.72	
Vendor Number	Vendor Name					Total Vendor Amount
PAP00	PAPE MACHINERY					269.44
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65860			03/17/2026	269.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
16700922	EQUIPMENT MAINTENANCE FOR MOWER	03/16/2026	03/16/2026	0.00	121.30	
16700954	EQUIPMENT MAINTENANCE FOR MOWER 1600-PARKS	03/16/2026	03/16/2026	0.00	148.14	
Vendor Number	Vendor Name					Total Vendor Amount
PRE04	PREMIER PRINT & MAIL					86.09
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65861			03/17/2026	86.09	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
22602-0161	SIGNATURE STAMPS / COUNCIL	03/16/2026	03/16/2026	0.00	86.09	
Vendor Number	Vendor Name					Total Vendor Amount
BLU01	PRIMO BRANDS					312.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65862			03/17/2026	312.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/10/2026	SPRING WATER, BOTTLE DEPOSIT, AND RENT FEE	03/11/2026	03/11/2026	0.00	237.35	
3/11/2026	SPRING WATER, BOTTLE DEPOSIT, & RENT FEE / FIRE	03/11/2026	03/11/2026	0.00	74.88	

Payment Register

Vendor Number	Vendor Name			Total Vendor Amount
QUI01	QUILL CORPORATION			1,288.59
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65863	03/17/2026	1,288.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
2640285	DRY ERASE BOARD (RETURNED) / ADMIN. SERVICES	03/16/2026	03/16/2026	0.00 -157.87
47918410	OFFICE SUPPLIES	03/16/2026	03/16/2026	0.00 928.46
47960528	OFFICE SUPPLIES / POLICE	03/10/2026	03/10/2026	0.00 153.63
47974054	DRY ERASE BOARD / ADMIN. SERVICES	03/16/2026	03/16/2026	0.00 157.87
48090646	EXPO ERASER / ADMIN SERVICES	03/16/2026	03/16/2026	0.00 7.60
48090804	EPSON CARTRIDGES	03/16/2026	03/16/2026	0.00 198.90

Vendor Number	Vendor Name			Total Vendor Amount
RAC00	RACE TELECOMMUNICATIONS, LLC			597.76
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65864	03/17/2026	597.76	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
RC2067435	INTERNET SERVICES	03/10/2026	03/10/2026	0.00 597.76

Vendor Number	Vendor Name			Total Vendor Amount
REA01	READING OIL, INC.			1,243.61
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65865	03/17/2026	1,243.61	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
226094	FUEL	03/16/2026	03/16/2026	0.00 1,095.35
329367	PROPANE / STREETS	03/16/2026	03/16/2026	0.00 148.26

Vendor Number	Vendor Name			Total Vendor Amount
AZE01	SHELBY AZEVEDO			78.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65866	03/17/2026	78.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
PO 64366	GYM MEMBERSHIP DEC, JAN, FEB	03/12/2026	03/12/2026	0.00 78.00

Vendor Number	Vendor Name			Total Vendor Amount
SIL01	SILICON RANCH CORPORATION			4,652.79
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65867	03/17/2026	4,652.79	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
INV00018345	SERVICES FROM 2/1/2026-2/28/2026	03/16/2026	03/16/2026	0.00 4,652.79

Vendor Number	Vendor Name			Total Vendor Amount
SOR00	SORENSEN PEST CONTROL, INC.			45.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65868	03/17/2026	45.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
1379421	PEST-MONTHLY SERVICE / FIRE	03/11/2026	03/11/2026	0.00 45.00

Vendor Number	Vendor Name			Total Vendor Amount
STA07	STATE WATER RESOURCES CONTROL BOARD			228.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65869	03/17/2026	228.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
3/16/2026	WASTEWATER TREATMENT OPERATOR GRADE 2 (BRAND	03/16/2026	03/16/2026	0.00 228.00

Vendor Number	Vendor Name			Total Vendor Amount
ADV06	SUPERIOR CALIFORNIA OFFICE EQUIPMENT			19.30
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	65870	03/17/2026	19.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
INV181211	COPIER METER READ USAGE / POLICE	03/11/2026	03/11/2026	0.00 19.30

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
SUP01	SUPERIOR TIRE SERVICE					2,499.85
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65871			03/17/2026	2,499.85	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
319995	E-551 BATTERIES / FIRE	03/11/2026	03/11/2026	0.00	466.06	
320275	UNIT 570 NEW TIRES / FIRE	03/11/2026	03/11/2026	0.00	1,259.03	
320775	EQUIPMENT MAINTENANCE / STREETS	03/16/2026	03/16/2026	0.00	774.76	
Vendor Number	Vendor Name					Total Vendor Amount
THE29	THE PIN CENTER					97.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65872			03/17/2026	97.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0326050	250TH PINS,SHIPPING & INSURANCE / CITY CLERK	03/17/2026	03/17/2026	0.00	97.50	
Vendor Number	Vendor Name					Total Vendor Amount
AQU05	THIRKETTLE CORPORATION					8,984.28
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65873			03/17/2026	8,984.28	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0112870	METERS / WATER	03/16/2026	03/16/2026	0.00	8,984.28	
Vendor Number	Vendor Name					Total Vendor Amount
TRA00	TRANSUNION RISK AND ALTERNATIVE					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65874			03/17/2026	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1368807-202602-1	MINIMUM USAGE ADJUSTMENT / POLICE	03/11/2026	03/11/2026	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
TRIO2	TRI COUNTIES BANK					8,437.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65875			03/17/2026	8,437.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/17/2026	OFFICE EXPENSE	03/17/2026	03/17/2026	0.00	8,437.50	
Vendor Number	Vendor Name					Total Vendor Amount
TYL00	TYLER TECHNOLOGIES, INC					6,525.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65876			03/17/2026	6,525.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
025-544625	CRREDIT TOWARDS FOR SAAS FEES	03/16/2026	03/16/2026	0.00	-3,256.92	
025-544626	PERMITTING & LICENSING PRO FEES (ARPA)	03/16/2026	03/16/2026	0.00	3,256.92	
025-544933	ERP PRO CRM UTILITIES	03/16/2026	03/16/2026	0.00	6,525.00	
Vendor Number	Vendor Name					Total Vendor Amount
USP01	U. S. POST OFFICE					1,402.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65877			03/17/2026	1,402.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/11/2026	UTILITY BILL MAILING DEPOSIT MARCH 2026	03/11/2026	03/11/2026	0.00	1,402.64	
Vendor Number	Vendor Name					Total Vendor Amount
WAV00	WAVE TECHNOLOGIES					1,090.81
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65878			03/17/2026	1,090.81	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
DG-8401	CITY PHONE SERVICES	03/16/2026	03/16/2026	0.00	1,090.81	

Payment Register

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Check	118	49	0.00	484,630.81
Packet Totals:		118	49	0.00	484,630.81

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-484,630.81
Packet Totals:		-484,630.81



City of Colusa, CA

Payment Register

Item 3.

APPKT00091 - 3-18-26

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number: [TR102](#) Vendor Name: TRI COUNTIES BANK

Total Vendor Amount: 27,196.36

Payment Type: Check Payment Number: [65879](#)

Payment Date: 03/18/2026 Payment Amount: 27,196.36

Payable Number: [3/18/2026](#) Description: OFFICE EXPENSE

Payable Date: 03/18/2026 Due Date: 03/18/2026

Discount Amount: 0.00 Payable Amount: 27,196.36

Payment Register

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Check	1	1	0.00	27,196.36
Packet Totals:		1	1	0.00	27,196.36

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-27,196.36
Packet Totals:		-27,196.36



City of Colusa, CA

Payment Register

Item 3.

APPKT00095 - 3-26-26

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number	Vendor Name					Total Vendor Amount
CA102	JESSE CAIN					1,454.89
Payment Type	Payment Number			Payment Date		Payment Amount
Check	65880			03/26/2026		1,454.89
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
3/26/2026	TRAINING AND TRAVEL EXPENSE / ADMIN SERVICES	03/26/2026	03/26/2026	0.00		1,454.89

Payment Register

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Check	1	1	0.00	1,454.89
Packet Totals:		1	1	0.00	1,454.89

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-1,454.89
Packet Totals:		-1,454.89



City of Colusa, CA

Payment Register

Item 3.

APPKT00099 - 3-31-26

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number	Vendor Name					Total Vendor Amount
AIR00	AIRGAS USA, LLC					295.85
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65882				03/31/2026	295.85
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5523262378	OXYGEN / FIRE	03/18/2026	03/18/2026	0.00	295.85	

Vendor Number	Vendor Name					Total Vendor Amount
CHE09	AMARJIT CHEEMA					140,100.30
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65883				03/31/2026	140,100.30
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
26-3644	COLUSA TOWN CENTER OFFSITE IMP.	03/31/2026	03/31/2026	0.00	140,100.30	

Vendor Number	Vendor Name					Total Vendor Amount
ARN01	ARNOLD'S					526.22
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65884				03/31/2026	526.22
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
205039	BATTERY FOR BLUE TRACTOR	03/19/2026	03/19/2026	0.00	233.82	
205040	BATTERY & CABLE / STREETS	03/19/2026	03/19/2026	0.00	292.40	

Vendor Number	Vendor Name					Total Vendor Amount
ATT04	AT&T MOBILITY					331.85
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65885				03/31/2026	331.85
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
287301576390X03102026	WIRELESS SERVICES	03/18/2026	03/18/2026	0.00	331.85	

Vendor Number	Vendor Name					Total Vendor Amount
BRI01	BRIGHT PLANET SOLAR					260.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65886				03/31/2026	260.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/19/2026	PARTIAL REFUND BUILDIBG PERMIT #2500192	03/19/2026	03/19/2026	0.00	260.00	

Vendor Number	Vendor Name					Total Vendor Amount
CAL61	CALIFORNIA CONTAINER COMPANY					60.50
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65887				03/31/2026	60.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/31/2026	STORAGE CONTAINER	03/31/2026	03/31/2026	0.00	60.50	

Vendor Number	Vendor Name					Total Vendor Amount
CEC00	CALIFORNIA ENGINEERING COMPANY, INC.					54,650.48
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65888				03/31/2026	54,650.48
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13147	WELL NO. 6 DEIGN/TEST CIP	03/31/2026	03/31/2026	0.00	5,859.65	
13149	PLANNING DEP. SUPPORT	03/31/2026	03/31/2026	0.00	2,612.34	
13150	WESCOTT RD. CONSTRUCTION	03/31/2026	03/31/2026	0.00	31,837.50	
13153	KITTLES ALLEYWAY DRAINAGE	03/31/2026	03/31/2026	0.00	2,896.46	
13155	GENERAL ENGINEERING SERVICES	03/31/2026	03/31/2026	0.00	624.69	
13157	WELL NO. 9_6A_5_4	03/31/2026	03/31/2026	0.00	1,725.00	

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13158	WWTP LAND ANNEXATION	03/31/2026	03/31/2026	0.00	2,402.44		
13159	COLUSA TOWN CENTER DEV. PROJECT	03/31/2026	03/31/2026	0.00	6,692.40		
Vendor Number	Vendor Name					Total Vendor Amount	
CAS04	CASCADE FIRE EQUIPMENT COMPANY					285.99	
Payment Type	Payment Number	Payment Date	Payment Amount				
Check	65889	03/31/2026	285.99				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV23488	SAFETY EQUIPMENT / FIRE	03/18/2026	03/18/2026	0.00	285.99		
Vendor Number	Vendor Name					Total Vendor Amount	
CIN00	CINTAS					538.81	
Payment Type	Payment Number	Payment Date	Payment Amount				
Check	65890	03/31/2026	538.81				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4259160290	LINEN MAINTENANCE	03/19/2026	03/19/2026	0.00	188.71		
4262908787	LINEN MAINTENANCE	03/19/2026	03/19/2026	0.00	162.93		
4262909074	LINEN MAINTENANCE	03/19/2026	03/19/2026	0.00	187.17		
Vendor Number	Vendor Name					Total Vendor Amount	
CLA00	CLARK PEST CONTROL					233.00	
Payment Type	Payment Number	Payment Date	Payment Amount				
Check	65891	03/31/2026	233.00				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
9240459	TERMITE HOME PROTECTION	03/18/2026	03/18/2026	0.00	233.00		
Vendor Number	Vendor Name					Total Vendor Amount	
CLO03	CLOSE LUMBER INC.					90.05	
Payment Type	Payment Number	Payment Date	Payment Amount				
Check	65892	03/31/2026	90.05				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2603-181087	SUPPLIES FOR MEMORIAL PARK RESTROOMS	03/19/2026	03/19/2026	0.00	90.05		
Vendor Number	Vendor Name					Total Vendor Amount	
COL08	COLUSA COUNTY SHERIFF OFFICE OF					70.00	
Payment Type	Payment Number	Payment Date	Payment Amount				
Check	65893	03/31/2026	70.00				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
5	TOXICOLOGY/BLOWS - POLICE	03/31/2026	03/31/2026	0.00	70.00		
Vendor Number	Vendor Name					Total Vendor Amount	
COL16	COLUSA INDIAN HEALTH CLINIC					135.00	
Payment Type	Payment Number	Payment Date	Payment Amount				
Check	65894	03/31/2026	135.00				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
8568	DMV PHYSICAL	03/19/2026	03/19/2026	0.00	135.00		
Vendor Number	Vendor Name					Total Vendor Amount	
COM06	COMPUTER LOGISTICS					821.13	
Payment Type	Payment Number	Payment Date	Payment Amount				
Check	65895	03/31/2026	821.13				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
86930	MONTHLY BILLING FOR MARCH 2026 / FIRE	03/18/2026	03/18/2026	0.00	288.56		
86976	MONTHLY BILLING FOR APRIL 2026 / POLICE	03/31/2026	03/31/2026	0.00	532.57		
Vendor Number	Vendor Name					Total Vendor Amount	
CRI01	CRITICAL REACH					150.00	
Payment Type	Payment Number	Payment Date	Payment Amount				
Check	65896	03/31/2026	150.00				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4471	APBNET ANNUAL SUPPORT FEE 2026 / POLICE	03/18/2026	03/18/2026	0.00	150.00		

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
DEP01	DEPARTMENT OF JUSTICE					260.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65897			03/31/2026	260.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PO 64367	CCW RENEWAL PERMIT	03/19/2026	03/19/2026	0.00	260.00	
Vendor Number	Vendor Name					Total Vendor Amount
COLA5	DERODA INC.					774.67
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65898			03/31/2026	774.67	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
147046	AIR BRAKE / FIRE	03/18/2026	03/18/2026	0.00	24.95	
147782	EQUIPMENT MAINTENANCE	03/19/2026	03/19/2026	0.00	510.49	
147824	SPARK PLUG / STREETS	03/19/2026	03/19/2026	0.00	21.62	
147856	EQUIPMENT MAINTENANCE	03/19/2026	03/19/2026	0.00	219.44	
147884	HINGE PIN,PLIERS,PINBUSHING KIT / STREETS	03/19/2026	03/19/2026	0.00	-1.83	
Vendor Number	Vendor Name					Total Vendor Amount
DOW00	DOWN RANGE INVESTMENTS					4,696.88
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65899			03/31/2026	4,696.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
833675	CLOTHING / POLICE	03/30/2026	03/30/2026	0.00	4,696.88	
Vendor Number	Vendor Name					Total Vendor Amount
FILO0	FILEONQ,INC					2,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65900			03/31/2026	2,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13571	FILEONQ SOFTWARE MAINTENANCE & SUPPORT / POLICE	03/31/2026	03/31/2026	0.00	2,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
MES00	GEORGE L. MESSICK CO.					1,051.94
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65901			03/31/2026	1,051.94	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
656964/1	PUNCH PRICK / STREETS	03/19/2026	03/19/2026	0.00	46.31	
657014/1	FASTENERS / STREETS	03/19/2026	03/19/2026	0.00	9.57	
657019/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	38.63	
657038/1	EQUIPMENT MAINTNANCE / STATE PARK	03/19/2026	03/19/2026	0.00	4.34	
657189/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	52.10	
657294/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	154.37	
657406/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	9.34	
657442/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	22.79	
657488/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	34.97	
657651/1	EQUIPMENT MAINTENANCE / PARKS	03/19/2026	03/19/2026	0.00	63.12	
657663/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	28.88	
657678/1	EQUIPMENT MAINTENANCE / PARKS	03/19/2026	03/19/2026	0.00	81.52	
657831/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	125.03	
657864/1	SUPPLIES / PARKS	03/19/2026	03/19/2026	0.00	36.51	
657866/1	EQUIPMENT MAINTENANCE / PARKS	03/19/2026	03/19/2026	0.00	48.90	
657899/1	CONCRETE MIX / PARKS	03/19/2026	03/19/2026	0.00	8.69	
658124/1	EQUIPMENT MAINTENANCE / STREETS	03/19/2026	03/19/2026	0.00	117.38	
658194/1	OUTLET DUPLEX / STREETS	03/19/2026	03/19/2026	0.00	10.85	
658258/1	PUSHBROOM & HOUSE CLEANER / STREETS	03/19/2026	03/19/2026	0.00	70.65	
6585000/1	MARKING PAINT,KEY, / STREETS	03/19/2026	03/19/2026	0.00	31.92	
659940/1	LAWN&LEAF BAGS 40PK / FIRE	03/18/2026	03/18/2026	0.00	17.39	
6657847/1	BAGS,GLOVES,RAKE / STREETS	03/19/2026	03/19/2026	0.00	38.68	

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
MUN03	HEATHER MUNOZ					80.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65902			03/31/2026	80.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
28	RECURT SHIRTS / FIRE	03/19/2026	03/19/2026	0.00	80.00	
Vendor Number	Vendor Name					Total Vendor Amount
LIF00	LIFE-ASSIST INC.					180.31
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65903			03/31/2026	180.31	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
53261939-1	MEDICAL SUPPLIES / FIRE	03/18/2026	03/18/2026	0.00	180.31	
Vendor Number	Vendor Name					Total Vendor Amount
SAN20	MIRIAM SANTOS					200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65904			03/31/2026	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/31/2026	REIMBURSEMENT OF SCOUT CABIN DEP. 3/21/26	03/31/2026	03/31/2026	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
NCC02	NCCSIF TREASURER					42,362.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65905			03/31/2026	42,362.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3093	WORKERS COMPENSATION DEPOSIT	03/19/2026	03/19/2026	0.00	42,362.00	
Vendor Number	Vendor Name					Total Vendor Amount
PAC00	PACE SUPPLY CORP.					1,995.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65906			03/31/2026	1,995.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0811187967	PIPES FOR STORM DRAINAGE	03/31/2026	03/31/2026	0.00	1,995.23	
Vendor Number	Vendor Name					Total Vendor Amount
COM12	PARKER,LUCAS AND ASSOCIATES					16,454.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65907			03/31/2026	16,454.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/31/2026	COMMUNITY DEV. SVCS & OPERATING COSTS	03/31/2026	03/31/2026	0.00	16,454.00	
Vendor Number	Vendor Name					Total Vendor Amount
PYR00	PYRO SPECTACULARS NORTH INC.					11,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65908			03/31/2026	11,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S050769	SPECIAL FIREWORKS DISPLAY / ECON. DEV.	03/19/2026	03/19/2026	0.00	11,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
QUI01	QUILL CORPORATION					115.61
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65909			03/31/2026	115.61	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
48111177	OFFICE SUPPLIES / POLICE	03/31/2026	03/31/2026	0.00	115.61	

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
SMI00	SMITH & NEWELL CPA					37,813.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65910			03/31/2026	37,813.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/31/2026	AUDIT AND PREPARATION OF ANNUAL FINANCIAL REPOR	03/31/2026	03/31/2026	0.00	37,813.00	

Vendor Number	Vendor Name					Total Vendor Amount
TIRO0	TIRE HUB, LLC					556.04
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	65911			03/31/2026	556.04	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
56820668	EQUIPMENT MAINTENANCE / POLICE	03/31/2026	03/31/2026	0.00	556.04	

Payment Register

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Check	66	30	0.00	318,088.86
Packet Totals:		66	30	0.00	318,088.86

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-318,088.86
Packet Totals:		-318,088.86



City of Colusa, CA

Payment Register

Item 3.

APPKT00100 - 3-31-26 PAYROLL AP

01 - Vendor Set 01

Bank: Wells Fargo AP - Wells Fargo AP

Vendor Number	Vendor Name					Total Vendor Amount
AFL01	AFLAC					1,352.43
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65912				04/01/2026	1,352.43
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000063	AFLAC PRETAX	03/30/2026	03/30/2026	0.00	1,155.35	
INV0000064	AFLAC -EMP. PAID	03/30/2026	03/30/2026	0.00	197.08	
CPOA1	COLUSA POLICE ASSOCIATION					708.50
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65913				04/01/2026	708.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000060	CPOA DUES	03/30/2026	03/30/2026	0.00	708.50	
COL32	COLUSA PROFESSIONAL					450.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65914				04/01/2026	450.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000061	FIREFIGHTER DUES	03/30/2026	03/30/2026	0.00	450.00	
FID01	FIDELITY SECURITY LIFE INSURANCE CO.					649.23
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65915				04/01/2026	649.23
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000059	Vision Insurance	03/30/2026	03/30/2026	0.00	649.23	
FRA02	FRANCHISE TAX BOARD					100.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65916				04/01/2026	100.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000067	EARNING WITHHOLDINGS	03/30/2026	03/30/2026	0.00	100.00	
MET00	MetLife Investors					1,750.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65917				04/01/2026	1,750.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000062	Def. Comp	03/30/2026	03/30/2026	0.00	1,750.00	
PRE03	PREMIER ACCESS INSURANCE COMPANY					7,438.41
Payment Type	Payment Number				Payment Date	Payment Amount
Check	65918				04/01/2026	7,438.41
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000057	Dental Insurance	03/30/2026	03/30/2026	0.00	7,438.41	

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
SIE01	SIERRA CENTRAL CREDIT UNION					250.00
Payment Type	Payment Number					Payment Date Payment Amount
Check	65919					04/01/2026 250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3/31/2026	P/R LIAB CREDIT UNION	04/01/2026	04/01/2026	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
STA17	STATE DISBURSEMENT UNIT					61.00
Payment Type	Payment Number					Payment Date Payment Amount
Check	65920					04/01/2026 61.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000066	Child Support	03/30/2026	03/30/2026	0.00	61.00	
Vendor Number	Vendor Name					Total Vendor Amount
HAR04	THE HARTFORD					578.00
Payment Type	Payment Number					Payment Date Payment Amount
Check	65921					04/01/2026 578.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000058	Life Insurance	03/30/2026	03/30/2026	0.00	578.00	

Payment Register

APPKT00100 - 3-31-26

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Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Wells Fargo AP	Check	11	10	0.00	13,337.57
Packet Totals:		11	10	0.00	13,337.57

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-13,337.57
Packet Totals:		-13,337.57



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

ITEM FOR MAY 5, 2026

To: Colusa City Council Members

Re: Treasurer’s Report for month ending January, 2026

Please find the attached financial reports for your review. Based on the information provided to me by the finance department at the direction of the City Manager, I am only able to verify the cash accounts balances, LAIF balance, and petty cash balance as of January 31, 2026.

I have included a summary below:

Cash Accounts as of January 31, 2026:

Wells Fargo Checking Acct Public Funds (0028)	\$	0.00
Wells Fargo Checking Acct Public Funds (7143)	\$	50.45
Wells Fargo Sweep Account (0028)	\$	2,942,916.88
Funds Pending Sweep	\$	(34,470.82)
Outstanding payables as presented	\$	(126,678.06)

City Investments:

Local Agency Investment Fund – CA State Controller – Interest Rate ____%	
Previous Balance	9,003,074.28
Interest earned for Quarter ending December, 2025	108,465.48
Transfer out January 13, 2026	<u>-1,500,000.00</u>
Balance as of January 31, 2026	7,611,539.76

Petty Cash as of January 31, 2026 500.00

Balance as presented as of January 31, 2026 \$ 10,393,858.21

Respectfully submitted,

Devin Kelley
Devin Kelley, City Treasurer

**CITY OF COLUSA, CALIFORNIA
BANK RECONCILIATION
FOR THE MONTH OF JANUARY 2026**

Bank Records:

Wells Fargo Bank Balance - January 31, 2026	\$	-
Wells Fargo (#7143)	\$	50.45
WF Sweep Account Balance - January 31, 2026		2,942,916.88
Funds Pending Redemption- Sweep		(34,470.82)
ADD / SUBTRACT:		
Outstanding Accounts Payable		(124,872.30)
Outstanding Payroll Payable		(1,805.76)
Reconciling Items:		
<hr/>		
Reconciled Checking Balance - Wells Fargo Bank - January 31, 2026		2,781,818.45
LAIF Balance - January 31, 2026		7,611,539.76
Petty Cash Balance - January 31, 2026		500.00
<hr/>		
Total Reconciled Bank Balances - January 31, 2026	\$	<u><u>10,393,858.21</u></u>

City Records (Post Journal Entries):

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$	4,458,083.38
10300- Wells Fargo	\$	50.45
10995 - LAIF		7,611,539.76
10100 - Petty Cash		500.00
Accounts Payable through Tyler		(1,430,400.63)
Payroll & Vendor Pmt through Tyler		(457,639.32)
<hr/>		
Total Checking and LAIF	\$	10,182,133.64
ADD / SUBTRACT:		
Credit Card Deposits in MOMS - Not In Bank		(6,456.92)
Credit Card not posted		(5,739.98)
Posted in Tyler- paid February EFT		223,921.47
Total Reconciled Book Balance - January 31, 2026	\$	<u><u>10,393,858.21</u></u>



City of Colusa California

STAFF REPORT

DATE: May 5, 2026
TO: Mayor Conrado and Members of Council
FROM: Jesse Cain, City Manager

AGENDA ITEM: Adoption of Updated Cell Phone Usage & Stipend Policy Adoption of Updated Cell Phone Usage & Stipend Policy

Recommendation: Adopt Resolution No. 2026-__ approving the updated Cell Phone Usage & Stipend Policy.

BACKGROUND ANALYSIS:

The City of Colusa currently maintains a Cell Phone Stipend Policy originally adopted in 2012. Due to advancements in technology, evolving workplace practices, and updated legal requirements, the existing policy requires modernization.

The proposed policy update reflects current operational needs and aligns with best practices among public agencies. It also addresses increasing reliance on mobile communication and ensures appropriate safeguards for the use of both personal and City-issued cellular devices.

The updated policy establishes clear expectations and standards for employees who use cellular devices for City business.

Key components of the policy include:

- A standardized \$50 per month stipend for eligible employees using personal devices
- Defined eligibility criteria and annual review requirements
- Clear employee responsibilities for personally owned devices
- Restrictions on personal cell phone use during work hours, limiting use to breaks and meal periods unless otherwise authorized
- Compliance requirements under the California Public Records Act
- Data protection and security expectations
- Use limitations for City-issued devices, including:
 - Prohibition of personal applications (e.g., TikTok, Facebook, Instagram, Snapchat, X, etc.), unless expressly authorized by the City Manager or designee for official business purposes
 - Restriction of personal use to minimal incidental use
 - No expectation of privacy for City-issued devices

The policy also maintains flexibility by allowing the City to modify or terminate the program as operational needs change.

BUDGET IMPACT: The fiscal impact is minimal. The stipend program is generally offset by reduced costs associated with issuing and maintaining City-owned cellular devices.

STAFF RECOMMENDATION: Approve Resolution No. 26-____ adopting an updated Cell Phone Usage & Stipend Policy.

ATTACHMENTS:

1. Resolution No. 26-____
2. Exhibit A – Cell Phone Usage & Stipend Policy

RESOLUTION NO. 26-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA ADOPTING AN
UPDATED CELL PHONE USAGE & STIPEND POLICY**

WHEREAS, the City of Colusa (“City”) recognizes the importance of cellular communication in supporting efficient municipal operations; and

WHEREAS, the City desires to establish clear guidelines governing the use of personal and City-issued cellular devices; and

WHEREAS, the City Council finds that updating the existing Cell Phone Stipend Policy is necessary to reflect current technology, operational needs, and legal requirements, including compliance with the California Public Records Act; and

WHEREAS, the updated policy provides a standardized stipend structure and establishes clear expectations regarding employee use, data security, and accountability;

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

1. The City Council hereby finds that the above recitals are true and correct and are incorporated herein by reference.
2. The City Council hereby adopts the Cell Phone Usage & Stipend Policy, attached hereto as Exhibit A and incorporated herein by this reference.
3. This policy supersedes all prior Cell Phone Stipend Policies previously adopted by the City.
4. The City Manager or their authorized designee is hereby authorized to administer, interpret, and implement the policy.
5. If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions.
6. This Resolution shall take effect immediately upon adoption.

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 5th day of May 2026, by the following vote:

AYES:
NOES:
ABSENT:

DENISE CONRADO, MAYOR

Shelly Kittle, City Clerk



Cell Phone Usage & Stipend Policy

I. PURPOSE

The City of Colusa recognizes that certain job responsibilities require the use of a cellular phone. This policy establishes guidelines for:

- Providing a stipend for employees using personally owned devices for City business
- Governing the use of City-issued cellular devices
- Ensuring compliance with data security and public records requirements

Participation in the stipend program is voluntary and subject to approval.

II. SCOPE

This policy applies to all City employees who:

- Use personal cell phones for City business, or
- Are issued a City-owned cellular device

III. POLICY

The City may provide a monthly stipend to eligible employees for the use of a personally owned cellular phone for City business. This allowance is intended to offset business-related use and does not cover full costs.

The City may also issue cellular devices for operational needs, including public safety, on-call staff, and supervisory roles.

The City reserves the right to modify or terminate this program at any time.

IV. ELIGIBILITY

Eligibility shall be determined by the Department Head and approved by the City Manager based on business need, including but not limited to:

- Field-based positions
- Critical decision-making roles
- Required availability outside normal work hours
- Operational efficiency or service delivery needs

Eligibility shall be reviewed at least annually.

V. STIPEND PLAN:

If an employee meets the eligibility requirements for a cell phone stipend, a stipend may be requested through the employee's Department Head.

- Once approved, the stipend amount will be added to the employee's regular pay and does not impact retirement or overtime calculations
- The City will pay only the agreed amount, and all costs associated directly or indirectly with the employee's cellular telephone contract above the amount paid by the allowance is the responsibility of the employee
- Eligible employees may receive a monthly stipend as follows:
 - Voice & Data - \$50 per month

VI. PERSONAL DEVICE RESPONSIBILITIES

Employees receiving a stipend must:

- Maintain an active and reliable cellular service
- Provide their phone number to their supervisor
- Notify their supervisor of any number changes within 24 hours
- Secure their device (password protection, updates, etc.)
- Work directly with their carrier for service issues

The City is not responsible for:

- Device purchase, repair, or replacement
- Service interruptions
- Carrier disputes
- Device accessories (protective cases, power cord, etc)

VII. PUBLIC RECORDS COMPLIANCE

All City-related communications conducted on personal devices may be subject to disclosure under the California Public Records Act.

Employees must:

- Retain business-related communications (texts, emails, etc.)
- Provide records upon request
- Separate personal and business communications when possible

VIII. EMPLOYEE RESPONSIBILITIES

- The employee may, at his or her own expense, add extra services or equipment features, as desired. If there are problems with service, the employee is expected to work directly with the

carrier for resolution.

- Support from the City's Information Technology (IT) Department (if applicable) is limited to connecting a personally owned Smartphone to City-provided services, including email, calendar, and contacts.
- If the employee terminates the wireless contract at any point, they must notify their supervisor within five (5) business days to terminate the stipend.
- The City does not accept any liability for claims, charges or disputes between the service provider and the employee. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination.
- Employees are expected to delete all City data from the cell phone when their employment with the City is severed, except when required to maintain that data in compliance with litigation hold notice.
- The employee may not transmit materials electronically through the City's network that would violate any City policy. Doing so shall subject the employee to disciplinary actions, up to and including termination.
- It is not expected that the amount of the allowance will always cover the total cost of the service plan, since it is expected that the cellular phone will be used for personal as well as business use.
- Personal cell phone use during work hours shall be limited to official City business. Personal use is restricted to designated break periods and meal periods, unless otherwise authorized by a supervisor.

IX. CITY-OWNED CELL PHONES

Authorized Use:

- City-issued devices are provided for official business purposes.

Prohibited Use:

- Installation or use of personal applications (e.g., TikTok, Facebook, Instagram, Snapchat, X, etc.) is prohibited unless expressly authorized in advance by the City Manager or their authorized designee for official City business purposes
- Downloading unauthorized apps
- Personal use beyond minimal incidental use

Application Control:

- Only City-approved applications may be installed
- The City may remove or restrict applications at any time

Monitoring & Privacy:

- No expectation of privacy
- City may access and monitor communications

X. CANCELLATION

Any stipend agreement will be immediately cancelled if:

- An employee receiving a cell phone stipend terminates employment with the City. The employee changes position within the City which no longer requires the use of a cell phone for business reasons. However, in the event an employee transfers to a position where it is determined by the City that they no longer satisfy the criteria for receiving an allowance, the City shall provide the employee with a written thirty (30) day notice that they are no longer deemed eligible for the allowance and the allowance shall be terminated at the end of the thirty (30) day period.
- There is misuse/misconduct with the phone.
- A decision by management (unrelated to employee misconduct) results in the need to end the program or there is a change in the employee's duties
- The employee does not want to retain the current cell phone contract for personal purposes.

XI. EXPECTATION OF PRIVACY

By accepting the stipend, the City employee acknowledges that the City retains the right to search all business email and text communications sent from and saved within the Device, subject to the employee's ability to redact personal information.

XII. POLICY VIOLATIONS

Failure to comply may result in:

- Loss of stipend or device privileges
- Disciplinary action, up to and including termination



City of Colusa, California

STAFF REPORT

DATE: May 5, 2026

TO: City Council – Final reading for Ordinances pertaining to the Wastewater Treatment Plant Annexation – Colusa Triple Crown Development.

FROM: Jake Morley, Planning Consultant

AGENDA ITEM: Final Ordinances pertaining to the Wastewater Treatment Plant Annexation – Colusa Triple Crown Development

Report in Brief: This is the final reading and adoption of Ordinances pertaining to the Wastewater Treatment Plant Annexation – Colusa Triple Crown Development

Recommendation: The City Manager recommends that the City Council adopt the ordinances by reading the title only:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND COLUSA TRIPLE CROWN

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

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

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

BACKGROUND:

On April 21, 2026, the City Council voted (5-0) on each action and adopted various ordinances pertaining to the Wastewater Treatment Plant Annexation – Colusa Triple Crown Development. The ordinance includes a Development Agreement with Colusa Triple Crown, amending the rezoning of property that is within the Sphere of Influence, adding Appendix A – Chapter 17.5 AG Agricultural District regulations to the Colusa Municipal Code and amending Appendix A – Chapter 21.5 Cannabis Regulations, Subsection 21.5.01(A) of the Colusa Municipal Code

PUBLIC CONTACT

A public notice is not required for final reading and adoption of an ordinance.

ENVIRONMENTAL REVIEW

On April 21, 2026, the Council adopted an Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring Reporting Program in accordance with the California Environmental Quality Act (CEQA).

BUDGET IMPACT

None Expected

ATTACHMENTS

1. Ordinance of the City Council – Development Agreement
2. Ordinance of the City Council – Rezoning
3. Ordinance of the City Council - Adding Appendix A – Chapter 17.5 AG Agricultural District to the Colusa Municipal Code
4. Ordinance of the City Council – Amending Appendix A – Chapter 21.5, Cannabis Regulations, subsection 21.5.01(A) of the Colusa Municipal Code

ORDINANCE NO. 572

Item 6.

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

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

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

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

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

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

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

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

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

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

- A. The DA is in the best interests of the City and will promote the public interest, welfare, and safety of the City because it would: (i) provide economic opportunities within the city consistent with the General Plan policies noted below; (ii) ensure that the project is more-self-sustaining and does not overburdened City resources; (iii) provide for a physical location for a cannabis operation that will be within limits but not near residential nor commercial uses; and
- B. The DA supports implementation and is consistent with the 2007 General Plan goals, actions, and policies pertaining to the development of projects. In that the project would occur in an orderly, efficient manner so that municipal services and infrastructure can service the project (Goal LU-5), particularly reclaimed purple pipe water from the Wastewater Treatment Plant. Growth shall be limited to lands within the city's sphere of influence (Policy LU 6-1) while ensuring adequate public facilities and services, while protecting the public's health, safety, and welfare (LU 6-3). The project would promote an expanding, diverse local economy to meet the employment needs of local residents, create new jobs while maximizing economic benefits for residents, and strengthen the local tax base (LU-10 and LU-10.1). The project has been conditioned to be in compliance with night sky requirements to minimize glare, light spillage, and confining illumination to the property in which the project is located (CCD-9.5 and CDD 9.7). The project has further been conditioned to join a Community Facilities District (CFD) to ensure the facility maintains and improves the standard of living for the entire community (Goal MFS-1).

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

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

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

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

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

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

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

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

- AYES:
- NOES:
- ABSENT:

DENISE CONRADO, MAYOR

ATTEST

SHELLY KITTLE, City Clerk

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

City of Colusa
425 Webster Street
Colusa CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2026 (the "Execution Date"), by and between the CITY OF COLUSA, a California municipal corporation ("City") and COLUSA RIVERBEND ESTATES L.P., a California limited partnership, and POMONA RIO PROPERTY, LLC a California limited partnership (collectively, "Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code section 65864 *et seq.* ("Development Agreement Laws") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner proposes to develop and operate a business park for cannabis cultivation and processing (the "Cannabis Center") as described in the Final Initial Study and Mitigated Negative Declaration for the City of Colusa Wastewater Control Plan Annexation and Triple Crown Development (State Clearinghouse No. 2026010040) prepared under the California Environmental Quality Act, Public

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

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

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

activities and authorize issuance of cannabis-related permits, which among other things: (1) created a new “CM” Cannabis Manufacturing Combining District zoning district (the “CM Combining District”); (2) added new Section 33.03 to the Zoning Code authorizing issuance of Cannabis Manufacturing Special Use Permits; (3) added new Article 21.5 to the Zoning Code providing regulations regarding Cannabis Manufacturing Special Use Permits; (4) added new Chapter 12F to the Municipal Code authorizing issuance of Cannabis Manufacturing Facilities Regulatory Permits and providing regulations regarding such permits; and (5) added and amended certain defined terms related thereto (collectively, the “City Cannabis Laws”).

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

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

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

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

- L. City, in entering into this Agreement, acknowledges that certain City obligations assumed will bind City and future City Councils to the obligations undertaken in this Agreement, and that this Agreement will limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Cannabis Center will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Cannabis Center absent City approving this Agreement to assure Owner that it may exercise the development rights in this Agreement.
- M. City agrees that Owner's land use entitlements for the Cannabis Center will vest for the Term of this Agreement as described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. Exhibits to Agreement. The Exhibits to this Agreement are as follows:
 - Exhibit A - Map of WWCP Property
 - Exhibit B - Legal Description of WWCP Property
 - Exhibit C - Ordinance No. 519
 - Exhibit D - Tentative Subdivision Map for WWCP Property
 - Exhibit E - Tentative Parcel Map for the Owner Site
 - Exhibit F - Fee Schedule

2. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same. The Parties further agree to the incorporation by reference of the Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Cannabis Center Property. Except as otherwise provided in Section 14 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all Successors, as defined in Section 14, and constitute covenants that run with the Property. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa

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

3. Relationship of the Parties. It is understood and acknowledged that the Cannabis Center is a private project and that neither City nor Owner will be deemed to be the agent of the other for any purpose whatsoever. The Parties renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith will be construed as making the Parties joint venturers or partners.

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

4.1. Term Extension – Third Party Issues. Notwithstanding the Parties’ expectation that there will be no limit or moratorium upon the Cannabis Center’s development or the issuance of building or other development related permits (a “Development Limitation”) during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term will be extended for any delay arising from or related to any Development Limitation that follows in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Owner.

4.1.1. Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement, the Project Approvals, the City Approvals, the Subsequent Approvals, any actions or omissions by Colusa County LAFCO, or any other subsequent approval by a local, state, or federal agency required in connection with the Cannabis Center or the City of Colusa Wastewater Control Plan Annexation and Triple Crown Development, or third party-initiated litigation having the actual effect of delaying the Cannabis Center’s development. This extension period includes any time during which appeals may be filed or are pending.

4.1.2. Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third-party governmental agency, quasi-public entity or public utility, are beyond the reasonable control of Owner.

4.1.3. Force Majeure. Any delay resulting from war; insurrection; strikes; lock outs; picketing; other labor disputes; riots; floods; earthquakes; fires; other acts of mother nature; casualties; contamination; supernatural causes; acts of the “public enemy”; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials, supplies or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of Owner.

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

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

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

4.2.3. No Default by Owner. Owner will not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure such default during the period to cure provided herein to City’s satisfaction.

4.3. Termination of Agreement.

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

4.4. City Approvals.

4.4.1. Term of City Approvals. Notwithstanding anything to the contrary in the Applicable Law (as defined in Section 6.1), including without limitation City Cannabis Laws, each of the Project Approvals, including any Subsequent Approvals, will vest consistent with Section 6, for the longer of: (a) the then-remaining Term of this Agreement as it may be extended; or (b) the term of the particular approval.

4.4.2. Tenants. Owner may lease all or portions of the Cannabis Center to one or more tenants (such lessees and/or their sublessees are collectively identified as “Tenants”). Tenants may be required to obtain one or more Subsequent

Approvals, including a Special Use Permit or a City Cannabis Permit, subject to the limitations on New Rules in Section 8. Compliance with this Agreement will be the responsibility of Owner, including Successors and/or Tenants, as set forth in Section 14.

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

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

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

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

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

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

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

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

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

5.4. Traffic Commitments.

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

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

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

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

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

6.2. Permitted Uses. The permitted uses of the Cannabis Center, density and intensity of use of the Cannabis Center Property, the maximum height, bulk and size of proposed buildings, the general provisions for reservation or dedication of land for public purposes and for the location and maintenance of on-site and off-site improvements (e.g., the levee to surround the Cannabis Center Property) and public utilities, and other terms and conditions of development and operation applicable to the

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

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

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

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

6.3.3. Environmental Mitigation and Conditions. This Agreement does not limit City’s discretion to impose or require payment of fees, dedication of land, or construction of public improvements or facilities in connection with development of the Cannabis Center Property if legally required to mitigate specific environmental or other impacts of Subsequent Approvals and consistent with the terms and conditions of this Agreement.

6.3.4. Nothing restricts the ability of City to impose conditions or fees on the issuance of building permits based on a finding that the condition or fee is necessary because (i) it is required in order to comply with state or federal law, or (ii) failing to impose the condition or fee would place occupants of the Cannabis Center or the community in a condition dangerous to their health or safety.

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

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

6.3.5. New Taxes and Assessments. To the extent allowed by state or federal law, no new taxes, assessments or other charges not in force and effect as of the Effective Date will be levied against the Cannabis Center Property, the Cannabis Center or Owner except as specified in this Agreement. No increase in an existing tax, assessment or other charge will be levied, including, but not limited to, any fee City might adopt or increase regarding cannabis related activities or the Special Use Permit.

7. Construction Codes.

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

7.1.2. Rules for Public Improvements. For construction of public infrastructure, the Construction Codes along with any ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to such construction will be those in force and effect at the time of execution of the applicable improvement agreement between City and Owner, or at the time of permit approval if there is no improvement agreement.

8. New Rules and Regulations. During the Term, City may apply to the Cannabis Center Property and the Cannabis Center new or modified ordinances, resolutions, rules, regulations, standards, policies, conditions, specifications, new or amended general plan, specific plan and zoning provisions, new or amended fees or other exactions of the City which were not in force and effect on the Effective Date and thus not part of the Applicable Laws (collectively, “New Rule”) only if (a) the New Rule is consented to in writing by Owner in Owner’s sole and absolute discretion; or (b) it is otherwise expressly permitted by this Agreement. If City adopts a New Rule, Owner in its sole and absolute discretion may elect to comply with and receive the benefits of any New Rule by providing written notice to City of said election, after which such New Rule will thereafter become part of the Applicable Laws for the remaining Term.

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

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

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

8.1.3. The Construction Codes addressed in Section 7; or

8.1.4. Required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health and safety of the surrounding community.

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

8.2. Other Emergency Restrictions. Notwithstanding anything to the contrary contained herein, if an ordinance, resolution, policy, directive or other measure is enacted or becomes effective, whether by action of City, by initiative, referendum, or otherwise, and if it imposes a building moratorium, a limit on the rate, timing, phasing or sequencing of development, a restriction on operations, or a voter-approval requirement which affects all or any part of the Cannabis Center Property or Owner's ability to develop and operate the Cannabis Center (collectively, the "Restrictions"), City agrees that such Restrictions will not apply to the Cannabis Center, the Cannabis Center Property, this Agreement, the City Approvals or any Subsequent Approvals unless the Restrictions are imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code section 8558, provided that to the extent it applies to all or any part of the Cannabis Center then the Term will automatically be extended for a period of time equal to the period during which the Restrictions apply.

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

9. Development of the Project; Phasing; Timing.

9.1. No Requirement to Develop. Notwithstanding any provision of this Agreement, City and Owner expressly agree that there is no requirement that Owner must initiate or complete any action, including without limitation development of the Cannabis Center or any portion or phase of the Cannabis Center, within any period of time set by City, and City will not impose such a requirement on any City Approval or subsequent approval related to the Cannabis Center except as needed to ensure that necessary infrastructure is completed in an orderly fashion. Nothing in this Agreement is intended to create nor will it be construed to create any affirmative development obligations to develop the Cannabis Center at all or in any particular order or manner, or liability in Owner under this Agreement if the development fails to occur. It is the intention of this provision that

Owner be able to develop the Cannabis Center Property in accordance with its own time schedules and the City Approvals. City acknowledges that Owner at this time cannot predict when or the rate at which or the order in which portions or phases of the Cannabis Center will be developed, and City recognizes that many factors affect such actions that may not be within Owner's control, including but not limited to market orientation and demand, interest rates and funding availability, and competition. Nothing in this Agreement will exempt Owner from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof, nor will this Section 9.1 affect the conditions of approval of any related City Approvals or Subsequent Approvals related to the Cannabis Center.

9.2. No Restriction on Timing. City agrees that Owner will be able to develop in accordance with Owner's own time schedule as such schedule may exist from time to time, and Owner will determine which part of the Cannabis Center to develop first, and in what sequence, and at Owner's chosen schedule. In particular, and not in limitation of any of the foregoing, because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to avoid that result by acknowledging that Owner will have the right to develop the Cannabis Center Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment, and that the timing, rate or sequence of development and occupancy of the Cannabis Center will not be restricted or dictated by any means other than as specifically may be recognized in this Agreement.

9.3. Processing and City Discretion.

9.3.1. Nothing in this Agreement will be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to any Subsequent Approvals related to the Cannabis Center that require the exercise of discretion by City, including but not limited to compliance with the California Environmental Quality Act (CEQA), provided that such discretion will be exercised consistent with the vested rights granted by this Agreement, the Applicable Laws and the City Approvals, and City will apply the Applicable Laws as the controlling body of law. City will rely on the Final MND to fullest extent permitted by law for any Subsequent Approvals related to the Cannabis Center, but nothing in this Agreement limits City from exercising its discretion to conduct environmental review as required under CEQA.

9.4. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies not within City's control may possess authority to regulate aspects of development of the Cannabis Center Property, and this Agreement does not limit such authority of other public agencies. The Parties understand and agree that no development is allowed within the Airport's Area of Influence until said proposed project to be developed has obtained Airport Land Use Committee (ALUC) review and approval, if

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

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

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

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

10.3. Hold Harmless Owner will defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities to the extent arising from the Cannabis Center, this Agreement, the approval of the Cannabis Center, and the activities of Tenants, their members, officers, employees, agents, contractors, invitees and any third parties on the Cannabis Center Property, from and against any challenges to the validity of this Agreement or any Subsequent Approvals; provided, Owner reserves the right to unilaterally abandon the Project Approvals and Subsequent Approvals instead of proceeding with the defense and indemnification obligations set forth in this Section 10.3. Owner will have no obligation to defend, indemnify or hold harmless the Indemnified Parties arising from the negligence or wrongful misconduct of the Indemnified Parties. To the extent that Owner sells a portion of the Cannabis Center Property, the Successors, as defined in Section 14, bear the responsibility of Owner under this Section 10.3 rather than Owner or any other buyer. The obligations of Owner under this Section 10.3 will survive the expiration or any earlier termination, as applicable, of this Agreement.

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

11.1. Expeditious Services. City will process applications and address questions and concerns raised by Owner or Tenants, or their representatives, at the "counter" at City Hall as expeditiously as reasonably possible. Upon a request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City will expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the Cannabis Center plans as described herein. Compensation of such Private Contractors will be at Owner or Tenants' sole cost and

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

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

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

12. Effect of Agreement.

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

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

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

14. Assignment and Transfer of Rights. Except as otherwise provided in this Section 14, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties (“Successors”) and constitute covenants that run with the Cannabis Center Property. Owner, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, may at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement and under the City Approvals and any Subsequent Approvals (“Assignable Rights”) to a third party, a subordinate entity, or a related entity (an “Assignee”) in its sole discretion and without the prior written consent of City in each instance but with prior notice to City; provided any such Assignee must fully comply with all applicable terms of this Agreement. Without limiting the foregoing, Owner may lease portions of the Cannabis Center Property to Tenants and/or sell portions of the Cannabis Center Property to Successors who thereafter will assume the obligations and enjoy the rights of this Agreement. Any lease or sale agreement will require Successors and Tenants to cooperate with Owner, City and other Tenants and Successors in all respects with matters pertaining to this Agreement.

15. Review for Compliance.

15.1. Periodic Review. Pursuant to Government Code section 65865.1, City will conduct an annual review of this Agreement, on or before the anniversary of the Effective Date, in order to ascertain Owner’s good faith compliance with its terms (the “Periodic Review”). Any initial finding of non-compliance will entitle Owner to reasonable good faith discussions with City staff to resolve the issue, and if necessary and requested by Owner, a hearing before the City Council. In the event City fails to formally conduct such annual review, Owner will be deemed to be in full compliance with the Agreement. If Owner sells a portion of the Cannabis Center Property or Cannabis Center to Successors, the Periodic Review as to that portion will be between City and the applicable Successors (but with notice to Owner), and any results of such Periodic Review will only involve and affect that portion and Successors and not affect Owner or the remainder of the Cannabis Center Property and Cannabis Center.

16. Amendment or Cancellation.

16.1. Amendment of Agreement.

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

16.1.2. Amendment or Cancellation by Mutual Consent. This Agreement may be amended (in whole or part) in writing from time to time by mutual consent of the Parties and in accordance with the procedures of Government Code section 65868. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by an action which complies with Government Code section 65868.

16.1.3. Amendment as to Portion of Property. When a Party that is successor to Owner as to a portion of the Cannabis Center Property ("Portion") seeks an amendment to this Agreement, then such Party may only seek amendment of this Agreement as directly relates to the Portion, and the Party or Parties owning the remainder of the Property will not be required or entitled to be a signatory or to consent to an amendment that affects only the other Party's Portion so long as such amendment does not directly or indirectly affect the rights or obligations of the Parties owning the remainder of the Property. If any Portion of the Property is subject to a document which creates an association which oversees common areas and any construction or reconstruction on or of the same, then the association will be deemed to be the "owner" of that Portion of the Property for the purpose of amending this Agreement. Notice will be given to Owner and all Parties owning Portions of the Property of any attempt to amend this Agreement as to a Portion, who will have the right to intervene based on the claim that the amendment will affect rights or obligations as to the remainder of the Property.

16.1.4. Administrative Agreement Amendments. Notwithstanding the provisions of Section 16.1.2, the City Manager or designee ("Director") may, except to the extent otherwise required by law, enter into certain amendments to this Agreement on behalf of City so long as such amendment does not substantially affect: (a) the Term; (b) the permitted uses of the Cannabis Center Property; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Property; (e) the maximum height or size of proposed buildings; or (f) monetary contributions by Owner as provided in this Agreement (an "Administrative Agreement Amendment"). Except to the extent otherwise required by law, an Administrative Agreement Amendment will not require notice or public hearing. The Director will evaluate and apply the term "substantially affect" in the context of the Project as a whole.

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

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

16.2.1. Administrative Project Amendments. Upon written request by Owner for an amendment or modification to any City Approvals or Subsequent Approvals, the Director will determine (a) whether the requested amendment or modification is minor when considered in light of the Cannabis Center Project as a whole, and (b) whether the requested amendment or modification is consistent with this Agreement, the Applicable Laws, Construction Codes, and state and federal law. If the Director finds that the proposed amendment or modification satisfies the terms of this Section 16.2.1, and will result in no new significant environmental impacts not addressed and mitigated in the Final MND or mitigated by conditions to any of the City Approvals or Subsequent Approvals, it will be determined to be an “Administrative Project Amendment” and the Director may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice or public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Cannabis Center Project, minor alterations in vehicle or pedestrian circulation patterns or access points, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Cannabis Center Project, variations in the location or installation of utilities and other infrastructure that do not substantially alter the design concepts of the Cannabis Center Project, and minor adjustments to the Cannabis Center Property site diagram or legal description will be treated as Administrative Project Amendments.

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

17. Notices. All notices or other communications required or permitted hereunder will be in writing and will be either personally delivered (which may include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by email, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

City of Colusa
Attention: City Manager
425 Webster Street
Colusa CA 95932
Email: citymanager@cityofcolusa.com

With copy to:
Jones & Mayer, City Attorney
Attention: Ryan R. Jones, Esq.
6549 Auburn Blvd.
Citrus Heights, California 95621

Email: rjr@jones-mayer.com

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

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

And

POMONA RIO PROPERTY, LLC a
California limited liability company

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

Notices sent in accordance with this Section 17 will be deemed delivered upon the: (a) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (b) date of actual receipt (if personally delivered by other means); (c) date of transmission (if sent by email or Fax), if received before 5:00p.m. on a regular business day, otherwise on the next regular business day, so long as sender receives actual confirmation that the transmission was received; or (d) date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address will be given by written notice in the manner detailed in this Section.

18. Breach and Remedies.

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

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

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

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

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

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

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

18.6. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by a non-breaching Party for an alleged breach of this Agreement will be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement, or to terminate this Agreement, and not by a claim or action for monetary

damages against the breaching Party; provided, this limitation on damages will not preclude actions to enforce payments of monies owed under this Agreement.

19. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

20. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, will to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, will not be affected thereby and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

21. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees will be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and will include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions will include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

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

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

writing: (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are no uncured defaults on the part of the Owner or Tenants or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Cannabis Center Property. Upon a successor Owner or Tenants written request, City will issue a certificate of performance evidencing completion of any obligation(s) under this Agreement.

25. Encumbrances on Real Property.

25.1. Discretion to Encumber. The Parties agree this Agreement will not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Cannabis Center Property or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Property or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Property or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") will be entitled to the following rights and privileges.

25.2. Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Owner may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments. Notwithstanding the above, no change to this Agreement requested by Owner will be made without Owner's approval in its sole discretion.

25.3. Mortgage Protection. This Agreement will be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement will defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Cannabis Center Property or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) will be subject to all of the terms and conditions of this Agreement.

25.4. Mortgagee Not Obligated. Notwithstanding the provisions of Section 25.3, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee

such performance, except that to the extent that mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, and the performance thereof will continue to be a condition precedent to City's performance hereunder. No mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Cannabis Center Property or any portion thereof. Uncured monetary defaults will terminate the rights under this Agreement and mortgagee's right to operate, to the extent such default relates to all or a portion of the Cannabis Center Property.

25.5. Written Notice of Default. Each mortgagee will be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such mortgagee has delivered a written request to City for such notice. Each mortgagee will have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to mortgagee's acquisition of title to the Cannabis Center Property or any portion thereof will be waived; provided, however, the non-payment of money will not be deemed a non-curable default.

26. Governing Law and Venue. This Agreement and the legal relations between the Parties will be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Colusa County, California.

27. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

28. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assignees. No other person or entity will have any right of action based upon any provision of this Agreement.

29. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other Party, or the failure by a Party to exercise its rights upon the breach or default of the other Party, will not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter, or be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

30. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

31. Recordation of Agreement. This Agreement and any amendment or cancellation thereof will be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

32. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and will not be used in its construction.

33. Jointly Drafted. It is agreed among the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it will not be interpreted or construed in favor of or against any Party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever will this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

34. Independent Legal Counsel. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

35. Further Cooperation. The Parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

36. Enforceability. This Agreement will not become binding and will have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the Parties hereto.

[Remainder of page left blank. Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

“CITY”

CITY OF COLUSA, CA
a California Municipal Corporation

Date: _____, 2026

By: _____
Denise Conrado, Mayor

Attest:

By: _____
Shelly Kittle, City Clerk

Approved as to form:

JONES & MAYER

By: _____
Robert Wakefield, City Attorney

“OWNER”

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

Date: _____, 2026

By: _____
Managing Member

POMONA RIO PROPERTY, LLC a
California limited liability company

Courtney Dubar

ACKNOWLEDGEMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

LEGEND

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

REFERENCES

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

BASIS OF BEARING

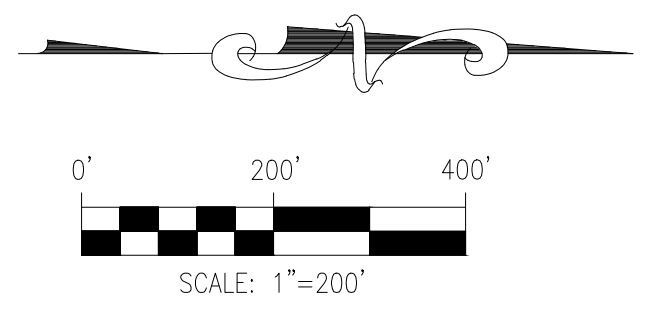
THE BASIS OF BEARING FOR THIS SURVEY IS IDENTICAL TO THAT CERTAIN PARCEL MAP, ON FILE IN BOOK 3 OF PARCEL MAPS, AT PAGE 131; SAID BEARING BEING SOUTH 00° 06' 37" EAST.

GENERAL INFORMATION

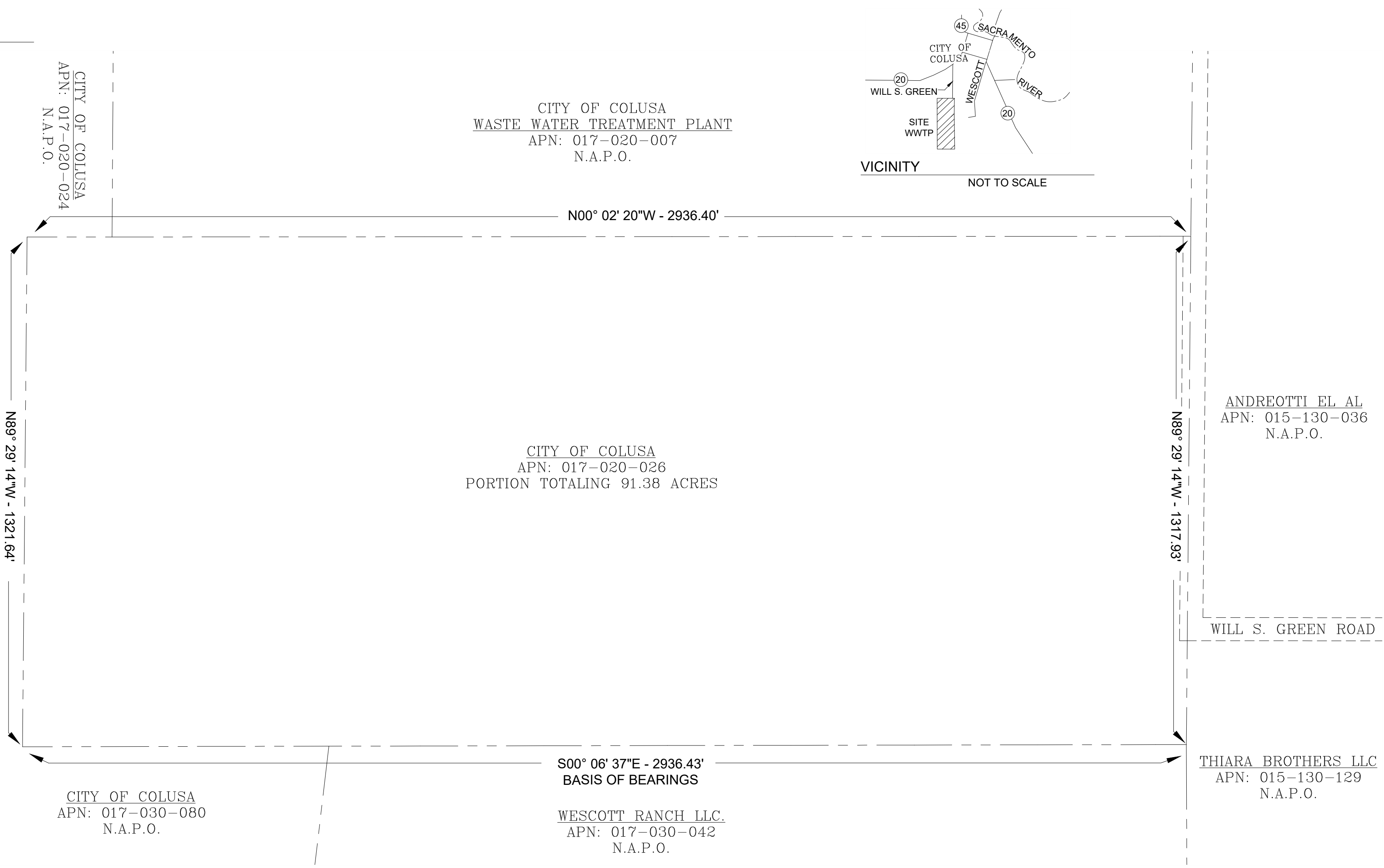
OWNER: CITY OF COLUSA, A MUNICIPAL CORPORATION
 ADDRESS: 425 WEBSTER STREET
 ADDRESS: COLUSA, CALIFORNIA 95932

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

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



APN: 017-020-026



UTILITY REPRESENTATIVES

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

EXHIBIT A

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

FOR
CITY OF COLUSA,
A MUNICIPAL CORPORATION

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

JOB #23-105

SHEET 1 OF 1

“EXHIBIT B”

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

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

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

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

All total containing 91.38 acres.

ORDINANCE NO. 519

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the electorate of the State of California voted and approved in November 2016 the Adult Use of Marijuana Act ("AUMA"). The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana, including marijuana products. Adults, age 21 and older, will be allowed to possess marijuana and grow certain amounts at home for personal use.

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

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

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

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

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

SECTION 1. Incorporation of Recitals.

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

SECTION 2. CEQA.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 5060(c)(3) (the activity

is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cannabis manufacturing special use permits, which may be revocable, conditional or valid for a term period, may be issued by the city council for any of the uses or purposes for which such permits are required or permitted by the terms of this ordinance. Guarantees to insure compliance with terms and conditions may be required by the city council.

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

- (b) Action by the City Council.

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

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

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

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

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

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

AYES: Womble, Reische, Ponciano and Kelleher
ABSTAIN: Markss
ABSENT: None
NOES: None

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

AYES: Womble, Reische, Ponciano, Markss and Kelleher.
NOES: None.
ABSENT: None.
ABSTAIN: None.



KIRK KELLEHER, MAYOR

ATTEST:



SHELLY KITTLE, City Clerk

EXHIBITS:

- Exhibit A: Cannabis Manufacturing Use Regulations
- Exhibit B: Chapter 12F, Cannabis Manufacturing Facilities Regulatory Permit

EXHIBIT A

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

Sec. 21.5.01. - Regulations generally.

In any district with which is a combined "CM" district, the following regulations shall apply as to building type and construction, safety and security, required permits, and other relevant provisions necessary to protect the public health, safety and welfare. In any district with which is combined with any "CM" district, the regulations of this article shall apply in addition to those hereinbefore specified for such district, provided that if conflict in regulations occurs the regulations of this article shall govern.

Sec. 21.5.02. - Purpose and intent.

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

Sec. 21.5.03. – Cannabis Manufacturing Special Use Permit.

(a) Prior to, or concurrently with, application for a Regulatory Permit, the Applicant shall process and be issued a Cannabis Manufacturing Special Use Permit as required by this Article and Article 33, Section 33.03 of this code. Information that may be duplicative in the two applications can be incorporated by reference. The Cannabis Manufacturing Special Use Permit shall run with the Regulatory Permit and not the land.

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

Sec. 21.5.04. - Cannabis Manufacturing Facilities.

Cannabis manufacturing facilities permitted under this chapter include facilities where cannabis is manufactured into cannabis products, tested, and distributed, and may also include the associated activities of planting, growing, harvesting, trimming and grading, and transporting, that holds a valid cannabis manufacturing special use permit pursuant to this

Article, and a regulatory permit as required by this Code, subject to the provisions of the Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5), the Medical Marijuana Program Act (California Health and Safety Code Sections 11362.7 through 11362.83), the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008, the Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643), and all statutes and regulations promulgated to implement the AMUA, and any other state laws pertaining to cultivating cannabis.

Sec. 21.5.05. - Definitions

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

"AUMA" means the Adult Use of Marijuana Act, approved by California voters in November 2016, with the express purpose to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana, including marijuana products. Adults, age 21 and older, will be allowed to possess marijuana and grow certain amounts at home for personal use.

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

"Business Owner" means the owner(s) of the Cannabis Manufacturing Operation. For corporations and limited liability companies, Business Owner means the President, Vice President, and any shareholder owning a 10% or greater share of the corporation or company. For partnerships, Business Owner means all general partners and managing partners.

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

"City" means the City of Colusa.

"Cannabis Manufacturing Facility" or *"Cannabis Operation(s)"* means a Cannabis Manufacturing facility permitted under this chapter where cannabis is manufactured into cannabis products, tested, and distributed, and may also include the associated activities of planting, growing, harvesting, trimming and grading, and transporting, as further defined in Sec. 21.5.04 above.

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

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

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

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

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

"Premises" or "Site" means the actual building(s), and/or designated units/suites, as well as any accessory structures, parking areas, or other immediate surroundings, and includes the entire parcel of property used by the Business Owner in connection with the Cannabis Operations.

"Premises Owner" means the fee owner(s) of the Premises where Cannabis Operations are occurring.

"Responsible Party" shall mean the Business Owner, Operator, manager(s), and any employee having significant control over the Cannabis Operations.

Sec. 21.5.06. - Minimum Operational Requirements and Restrictions.

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

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

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

(b) *Signage.* There shall be no signage or markings on the Premises, or off-site, which in any way evidences that Cannabis Operations are occurring on the property. Interior building signage is permissible provided the signage is not visible outside of the building.

(c) **Marijuana and Cannabis Products Consumption.** No marijuana or cannabis products shall be smoked, ingested or otherwise consumed on the Premises. Adequate signage of this prohibition shall be displayed throughout the facility.

(d) **Alcoholic Beverages.** No Cannabis Operation shall hold or maintain a retail license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.

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

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

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

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

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

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

(k) **Distance separation from schools.** Cannabis Operations shall comply with the distance separation requirements from schools as required by State law. In addition, a Cannabis Manufacturing Operation shall not be located within 1200 feet from any existing school or proposed school site as identified in the General Plan. Measurements shall be from the property boundary to property boundary. For purposes of this Article, school means any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

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

(m) Building and Related Codes. The Cannabis Operation shall be subject to the following requirements;

1. The Premises in which the Cannabis Operations occur shall comply with all applicable local, state and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.
2. The Responsible Party shall ensure that the Premises has sufficient electrical load for the Cannabis Operations.
3. Butane and other flammable materials are permitted to be used for extraction and processing provided the Operator complies with all applicable fire and building codes, and any other laws and regulations relating to the use of those products, to ensure the safety of that operation. The Colusa Fire Department shall inspect and approve the Premises for use of the products prior to City's issuance of a certificate of occupancy, or otherwise prior to opening for business, to ensure compliance with this requirement.
4. The Operator shall comply with all laws and regulations pertaining to use of commercial kitchen facilities for the Cannabis Operations.
5. The Operator shall comply with all environmental laws and regulations pertaining to the Cannabis Operations, including the use and disposal of water and pesticides, and shall otherwise use best practices in the handling and application of pesticides to avoid environmental harm.

(o) Odor Control. Cannabis Operations shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the Premises, outside the building housing the Cannabis Operations, or anywhere on adjacent property or public rights-of-way. As such, Cannabis Operations must install and maintain the following equipment or any other equipment which the City's Building Official determines has the same or better effectiveness:

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

(p) **Consumable Products.** Cannabis Operations that manufacture products in the form of food or other comestibles shall obtain and maintain the appropriate approvals from the State Department of Public Health for the provision of food or other comestibles, unless otherwise governed by the Act and licensed by the State.

(q) **Secure Building.** All Cannabis Operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures, and include material strong enough to prevent entry except through an open door. The precise building construction and material to be used shall be identified and provided to the City prior to construction and provided with the application.

(r) **Premises Security.** The following security conditions shall apply:

1. Alarm System (both perimeter, fire and panic).
2. Remote monitoring of alarm systems.
3. Perimeter lighting systems (motion sensor) for after-hours security.
4. Perimeter security and lighting as approved by the Police Chief and Community Development Director.
5. Use of drive gates with card key access or similar to access the facility.
6. Entrance areas to be locked at all times, and under control of a designated Responsible Party.
7. Use of access control systems to limit access to grow and processing areas.
8. Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of the Act, include interior monitoring of all access points of the site from the interior, and be of a minimum 5 mega pixels in resolution.
9. All security systems at the site must be attached to an uninterruptible power supply that provides 24 hours of continuous power.
10. Security patrols by a recognized security company licensed by the California Department of Consumer Affairs or otherwise acceptable to the

Police Chief, in a time, place and manner to the satisfaction of the Police Chief. All current contact information regarding the security company shall be provided to the Police Chief.

11. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
12. Electronic track and trace systems for cannabis products as approved by the Police Chief.
13. Premises may be inspected and records of the Business Owner audited by the City for compliance on a quarterly basis.
14. State of the art network security protocols and equipment need to be in place to protect computer information.
15. The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the Business Owner.

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

The following rules apply to the deliveries and transportation:

(a) Deliveries to the Premises of supplies shall only occur as provided for in the diagram and floor plan on file with the City as part of the regulatory permit application. Delivery vehicles shall not have any markings indicating that deliveries are being made to a Cannabis Operation.

(b) The transportation of cannabis samples and product to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.

Sec. 21.5.08. - Premises Maintenance.

The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety, and general welfare of employees, patrons, surrounding properties, and the general public. The Premises of Cannabis Manufacturing shall not be maintained in a manner that causes a public or private nuisance.

Sec. 21.5.09. - Location of Uses.

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

Sec. 21.5.10. - Cannabis Manufacturing Regulatory Permit.

No person or entity shall operate a Cannabis Manufacturing facility within the City of Colusa without first obtaining a Cannabis Manufacturing Regulatory Permit from the City as set forth in Chapter 12F of the municipal code. The Regulatory Permit shall be site specific and shall specifically identify the Cannabis Manufacturing activities that will be allowed at that site. No Cannabis Manufacturing activities will be allowed unless specifically identified in the Regulatory Permit. In addition, all persons or entities who undertake any subcomponent of Cannabis Manufacturing performed by a subcontractor or tenant of the holder of a Cannabis Manufacturing Special Use Permit within the Cannabis Manufacturing facility shall first obtain a Cannabis Manufacturing Regulatory Permit from the City.

Sec. 21.5.11. - Fees and Taxes.

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

(a) Business License Fee. The Business Owner shall at all times maintain a current and valid business certificate and pay all business taxes pertaining to Business Licensing.

(b) Regulatory License Fee. The Business Owner shall pay an annual regulatory license fee ("Regulatory Fee") to cover the costs of anticipated enforcement relating to the Cannabis Operation. The amount of the fee shall be set by Resolution of the City Council and be supported by the estimated additional costs of enforcement and monitoring associated with the Cannabis Operation. The Regulatory Fee shall be due and payable prior to opening for business and thereafter on or before the anniversary date. The Regulatory Fee may be amended from time to time based upon actual costs.

Sec. 21.5.12. - Record Keeping.

The Responsible Party shall make and maintain complete, accurate and legible records of the permitted Cannabis operations evidencing compliance with the requirements of this Article. Accounting and transaction records shall be maintained for a minimum of five years. Security surveillance system records shall be kept for a minimum of one year

Sec. 21.5.13. - Inspection.

Cannabis Operations shall be open for inspection by any City law enforcement officer or City code enforcement officer at any time the Cannabis Operation is operating, at any other time upon responding to a call for service related to the property where the Cannabis Operation is occurring, or otherwise upon reasonable notice. Recordings made by security cameras at any Cannabis Operation shall be made immediately available to the Police Chief upon verbal request. No search warrant or subpoena shall be needed to view the recorded materials.

Sec. 21.5.14. - Insurance.

(a) The Business Owner shall at all times carry a comprehensive general liability policy in the minimum amount of One Million Dollars (\$1,000,000) combined single limit policy, as shall protect the Business Owner and City from claims for such damages, and which policy shall be issued by an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. The City Manager, in consultation with City's Risk Manager, may allow the Business Owner to obtain lesser amounts of insurance where multiple Business Owners are operating on the Premises, provided at all times the minimum insurance set forth herein is applicable to the Cannabis operations.

(b) The Business Owner shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination.

(c) Coverage provided hereunder by the Business Owner shall be primary insurance and not be contributing with any insurance maintained by the City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City.

Sec. 21.5.15. - Violations: Enforcement.

(a) Any person that violates any provision of this Article shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.

(b) Any use or condition caused or permitted to exist in violation of any of the provisions of this Article shall be and is hereby declared a public nuisance and may be summarily abated by the City pursuant to the City of Colusa Municipal Code.

(c) Any person who violates, causes, or permits another person to violate any provision of this Article commits a misdemeanor.

(d) The violation of any provision of this Article shall be, and is hereby declared to be, contrary to the public interest and shall, at the discretion of the City, create a cause of action for injunctive relief.

(e) In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this Article may be subject to an administrative fine of up to one thousand dollars (\$1,000) for each violation and for each day the violation continues to persist.

Sec. 21.5.16. - Severability.

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

End of Document

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Chapter 12F - CANNABIS FACILITIES REGULATORY PERMIT

12F-1 Purpose and intent.

Cannabis Manufacturing facilities shall be permitted, in accordance with the criteria and procedures set forth in this code, upon application and approval of a regulatory permit pertaining to the operation of the facility. Prior to obtaining a regulatory permit under this chapter, all applicants must obtain and maintain a Cannabis Manufacturing special use permit pertaining to the location of the facility, or show proof of a business relationship as a tenant or subcontractor of an entity holding a Cannabis Manufacturing Special Use permit, which has been validly issued by the city per the code.

12F-2 Cannabis manufacturing facilities.

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

12F-3 Regulatory permit required.

A. Prior to initiating operations and as a continuing requisite to operating a cannabis manufacturing facility, the legal representative of the persons wishing to operate a cannabis manufacturing facility shall first obtain a regulatory permit from the city manager or designee under the terms and conditions set forth in this chapter. The legal representative shall file an application with the city manager or designee upon a form provided by the city and shall pay an application fee as established by resolution adopted by the city council as amended from time to time. An application for a regulatory permit shall include, but shall not be limited to, the following information:

B. The initial regulatory permit application period for cannabis manufacturing, facilities will not begin until either the city council approves a development agreement for the site, an operations agreement for a site, or until after the effective date of an approved ballot measure authorizing the taxation of commercial cannabis cultivation, manufacturing, distribution, testing, or transportation facilities in the city.

12F-4 - Cannabis Manufacturing Regulatory Permit Application and Responsible Party Designation.

A. Application. Applications for Regulatory Permits shall be filed by the proposed Business Owner(s) with the city manager or designee and include the information set forth herein. The city manager or designee may request such information he or she deems necessary to determine who the applicant is. The

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applicant shall certify under penalty of perjury that all of the information contained in the application is true and correct. The application shall contain the following items for the Business Owner, Operator and all Responsible Parties known at the time (if different than the Business Owner), and any other party designated below, to the extent the same shall apply:

1. The full name, present address, and telephone number, including such information to the Premises Owner.
2. Date of birth.
3. Tax identification number.
4. The address to which notices relating to the application is to be mailed.
5. Previous addresses for the five (5) years immediately preceding the present.
6. The height, weight, color of eyes and hair.
7. Photographs for identification purposes (photographs shall be taken by the Police Department).
8. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.
9. The Cannabis Operation business history, including whether the Business Owner and Responsible Parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.
10. Complete property ownership and lease details, where applicable. If the Business Owner is not the Premises Owner, the application form must be accompanied with a notarized acknowledgment from the Premises Owner that Cannabis Operations will occur on its property.
11. A descriptive business plan for the Cannabis Operation, including a detailed list of all Cannabis Manufacturing operations and activities proposed to occur on the Premises.
12. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis Operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus six (6) inches.
13. The name or names of the Operator. The Operator shall designate one or more Responsible Parties, one of which shall at all times be available as a point of contact for the City, 24 hours per day. The contact information

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

14. The proposed security arrangements for insuring the safety of persons and to protect the Premises from theft.
15. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Cannabis Operation and the property line of any school as set forth in the Operational Requirements.
16. Authorization for the City, its agents and employees to seek verification of the information submitted.

B. Improper or Incomplete Application. If the applicant has completed the application improperly, or if the application is incomplete, the city manager or designee shall, within thirty (30) days of receipt of the original application, notify the applicant of such fact.

C. Changes in Information. Except as may otherwise be provided, the information provided in this subsection shall be updated to the city manager or designee upon any change within ten (10) days.

D. Other Permits or Licenses. The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a Regulatory Permit.

E. Term of Permits and Renewals. Regulatory Permits issued under this Chapter shall expire one (1) year following the date of issuance. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the city manager or designee shall renew annual permits for additional one year periods if the circumstances and information provided with the initial application have not materially changed.

F. Grounds for Denial of Regulatory Permit. The grounds for denial of a Regulatory Permit shall be one or more of the following:

1. The business or conduct of the business at a particular location is prohibited by any local or State law, statute, rule or regulation.
2. The Business Owner or Operator has been issued a local or state permit related to Cannabis Operations in any other location in California, or another state, and that permit was suspended or revoked, or the

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- Business Owner or Operator has had disciplinary action relating to the permit.
3. The Business Owner or Operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.
 4. Consistent with the Act or other applicable State law, the Business Owner or Operator, or any Responsible Person, has been:
 - a. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 - b. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
 - c. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
 - d. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or
 - e. Has engaged in misconduct related to the qualifications, functions and duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under the Act.
 - f. A conviction within the meaning of this subsection means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
 5. Consistent with the Act or other applicable State law, the Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
 6. The Business Owner or Operator is under eighteen (18) years of age, or any older other age set by the State.
 7. The Cannabis Operation does not comply with the zoning ordinance standards of the City of Colusa.
 8. The required annual business license fee, annual regulatory fee or revenue raising fee has not been paid.
- G. Notice of Decision and Final Action.

EXHIBIT B**1. Regulatory Permit. Action on the Regulatory Permit shall be as follows:**

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

H. Suspension and Revocation of Regulatory Permit.**1. Regulatory Permit. The City Council may suspend or revoke the Regulatory Permit of a Commercial Cannabis Operation when any of the following occur:**

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

2. Procedures for Revoking Regulatory Permits. For Regulatory Permits, the procedures for revoking cannabis manufacturing special use permits shall be utilized except that the matter shall be heard by the City Council

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in the first instance, and shall be subject to the same judicial process as applied to a Cannabis manufacturing special use permit.

3. Immediate Suspension. The city manager or designee may immediately suspend or revoke a Regulatory Permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:
 - a. The Business Owner or Operator is convicted of a public offense in any court for the violation of any law which relates to the Cannabis Operation.
 - b. The city manager or designee determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The city manager or designee shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.

I. Effect of Denial or Revocation. When the City Council shall have denied a Regulatory Permit or revoked a Regulatory Permit, no new application for a Regulatory Permit shall be accepted and no Regulatory Permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one (1) year after the action denying or revoking the Regulatory Permit.

J. Abandonment. In addition to the suspension or revocation of a Regulatory Permit, a Regulatory Permit shall be deemed abandoned if Cannabis Operations cease for a period of more than ninety (90) consecutive days. Before restarting operations, a new Regulatory Permit shall be secured. The 90 day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor; materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.

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

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

- A. Execute an agreement indemnifying the city from any claims, damages, etc., associated with the operation of the cannabis manufacturing facility;

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

12F-6 - Additional terms and conditions.

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

12F-7 - Hours.

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

12F-8- Cannabis secured.

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

12F-9- Consumable cannabis products.

Cannabis Operations that manufacture products in the form of food or other comestibles shall obtain and maintain the appropriate approvals from the State Department of Public Health for the provision of food or other comestibles, unless otherwise governed by the Act and licensed by the State.

12F-10 – Taxes to be paid.

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

12F-11 - Point of sale system.

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

12F-12 - Odor control.

Cannabis manufacturing facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis manufacturing facility that is distinctive to its operation is not detected outside the cannabis manufacturing facility, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit

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located within the same building as the cannabis manufacturing facility. As such, cannabis manufacturing facilities must install and maintain the following equipment or any other equipment which the city manager or designee determines has the same or better effectiveness:

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

12F-13 - Records.

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

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

12F-14 - Community relations.

Each cannabis manufacturing facility shall provide the city manager or designee with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom the city can provide notice if there are operating problems associated with the cannabis manufacturing facility or refer members of the public who may have any concerns or complaints regarding the operation of the cannabis manufacturing facility. Each cannabis manufacturing facility shall also provide the above information to its business neighbors located within one hundred (100) feet of the cannabis manufacturing facility as measured in a straight line without regard to intervening structures, between the front doors of each establishment.

12F-15 - Compliance.

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

12F-16 - Inspections and enforcement.

A. Recordings made by security cameras at any cannabis manufacturing facility shall be made immediately available to the police chief upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials.

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B. Subject to provisions of the regulatory permit regarding the use and handling of Confidential Information below, the Permittee shall provide IP access for remote monitoring of security cameras by the Colusa Police Department or Department designee.

C. The city manager or designee shall have the right to enter all cannabis manufacturing facilities from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter.

D. Operation of the cannabis manufacturing facility in non-compliance with any conditions of approval or the provisions of this chapter shall constitute a violation of the municipal code and shall be enforced pursuant to the provisions of this code.

E. The city manager or designee may summarily suspend or revoke a medical cannabis regulatory permit if any of the following, singularly or in combination, occur:

1. The city manager or designee determines that the cannabis manufacturing facility has failed to comply with this chapter or any condition of approval or a circumstance or situation has been created that would have permitted the city manager or designee to deny the permit under Section 5.68.090;
2. Operations cease for more than ninety (90) calendar days, including during change of ownership proceedings;
3. Ownership is changed without securing a regulatory permit;
4. The cannabis manufacturing facility fails to maintain two hundred forty (240) continuous hours of security recordings; or
5. The cannabis manufacturing facility fails to allow inspection of the security recordings, the activity logs, or the premises by authorized city officials.

12F-17 - Confidentiality Statement.

The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the Premises and video and/or audio feeds or recordings of the Premises ("Recipients") may receive or be provided with confidential information relating to the Cannabis Operations, which may include the following: data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "Confidential Information").

To the extent Confidential Information is acquired without a warrant from access to the Premises and video and/or audio feeds or recordings as authorized under this section, the Recipients shall, to the maximum extent possible, keep such Confidential Information confidential and not disclose the Confidential Information to any third parties. Provided, however, that the Recipients may disclose Confidential Information to the State or Federal courts in California in

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connection with any criminal law enforcement action against the Business Owner or Operator, (including its employees, contractors and agents conducting business within the Premises) arising from or related to the Cannabis Operations, but only to the extent it is necessary and relevant to such criminal prosecution, and the Recipients shall file any such documents under seal to the extent they contain any Confidential Information.

Notwithstanding the foregoing, the City may disclose Confidential Information:

A. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the Operator and provide the Operator with a reasonable opportunity to obtain a protective order before disclosing the Confidential Information.

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

12F-18 - Permits not transferable.

Regulatory permits issued pursuant to this chapter are not transferable.

12F-19- Violations.

- A. Any violation of any of the provisions of this chapter is unlawful and a public nuisance.
- B. Any violation of any of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- C. In lieu of issuing a misdemeanor citation, the city may issue an administrative citation, and/or assess an administrative fine of up to one thousand dollars (\$1,000.00) for each violation of this chapter pursuant to the procedures set forth in Title 3.
- D. A separate offense occurs for each day any violation of this chapter is continued and/or maintained.
- E. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

12F-20 - Definitions.

EXHIBIT B

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

"AUMA" means the Adult Use of Marijuana Act, approved by California voters in November 2016, with the express purpose to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana, including marijuana products. Adults, age 21 and older, will be allowed to possess marijuana and grow certain amounts at home for personal use.

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

"Business Owner" means the owner(s) of the Cannabis Manufacturing Operation. For corporations and limited liability companies, Business Owner means the President, Vice President, and any shareholder owning a 10% or greater share of the corporation or company. For partnerships, Business Owner means all general partners and managing partners.

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

"City" means the City of Colusa.

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

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

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

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

EXHIBIT B

"Premises" or "Site" means the actual building(s), and/or designated units/suites, as well as any accessory structures, parking areas, or other immediate surroundings, and includes the entire parcel of property used by the Business Owner in connection with the Cannabis Operations.

"Premises Owner" means the fee owner(s) of the Premises where Cannabis Operations are occurring.

"Responsible Party" shall mean the Business Owner, Operator, manager(s), and any employee having significant control over the Cannabis Operations.

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

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

BASIS OF BEARING

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

GENERAL INFORMATION

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

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

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

PROPOSED:

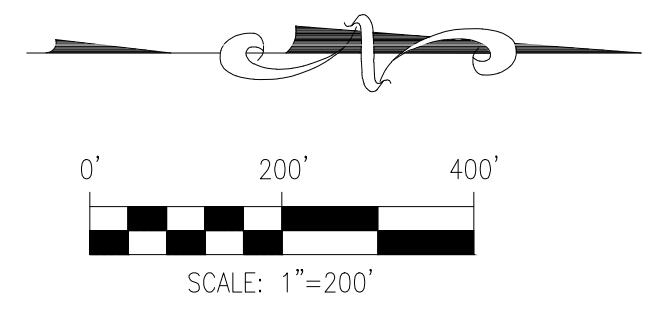
PARCEL 1 SIZE:	9.23± ACRES
PARCEL 2 SIZE:	9.69± ACRES
PARCEL 3 SIZE:	9.69± ACRES
PARCEL 4 SIZE:	9.69± ACRES
PARCEL 5 SIZE:	9.70± ACRES
PARCEL 6 SIZE:	9.72± ACRES
PARCEL 7 SIZE:	8.06± ACRES
PARCEL 8 SIZE:	7.33± ACRES
PARCEL 9 SIZE:	7.33± ACRES
PARCEL 10 SIZE:	8.53± ACRES
TOTAL SIZE:	88.97± ACRES

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

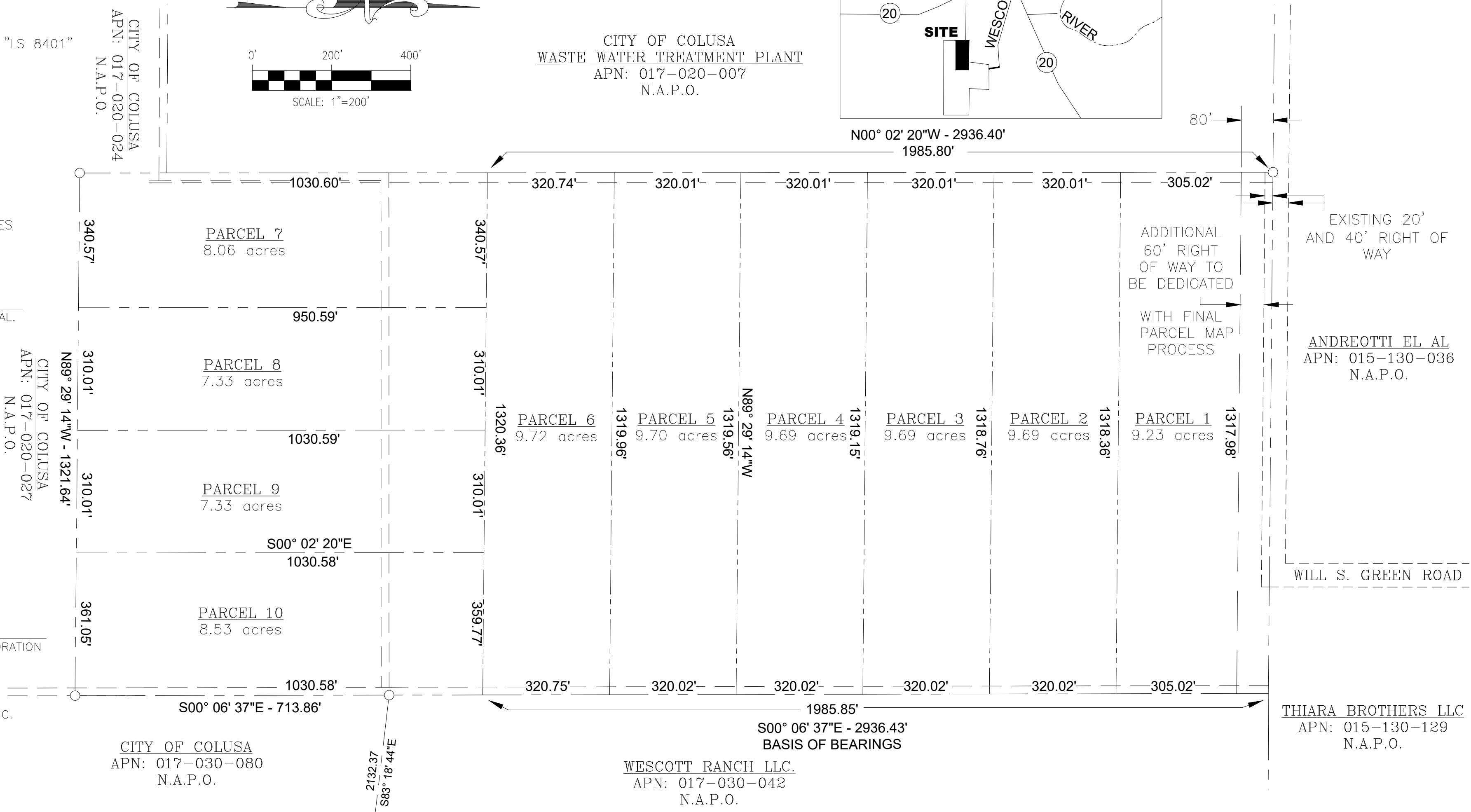
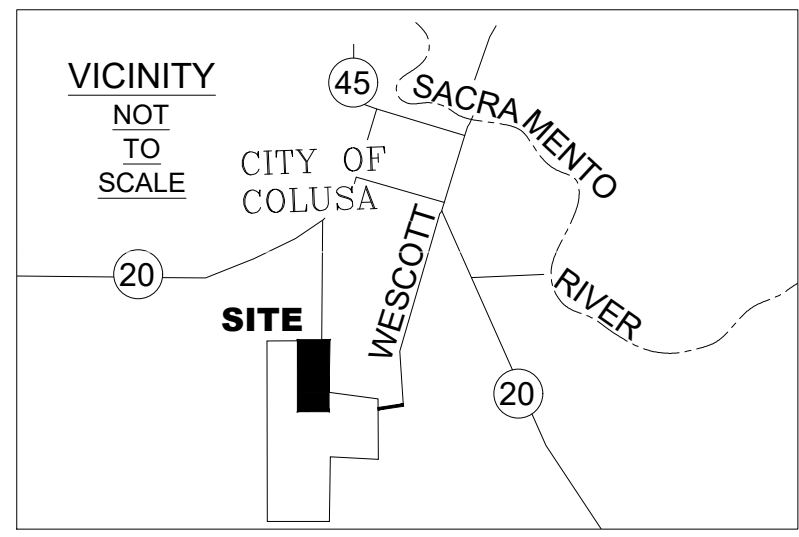


UTILITY REPRESENTATIVES

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



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



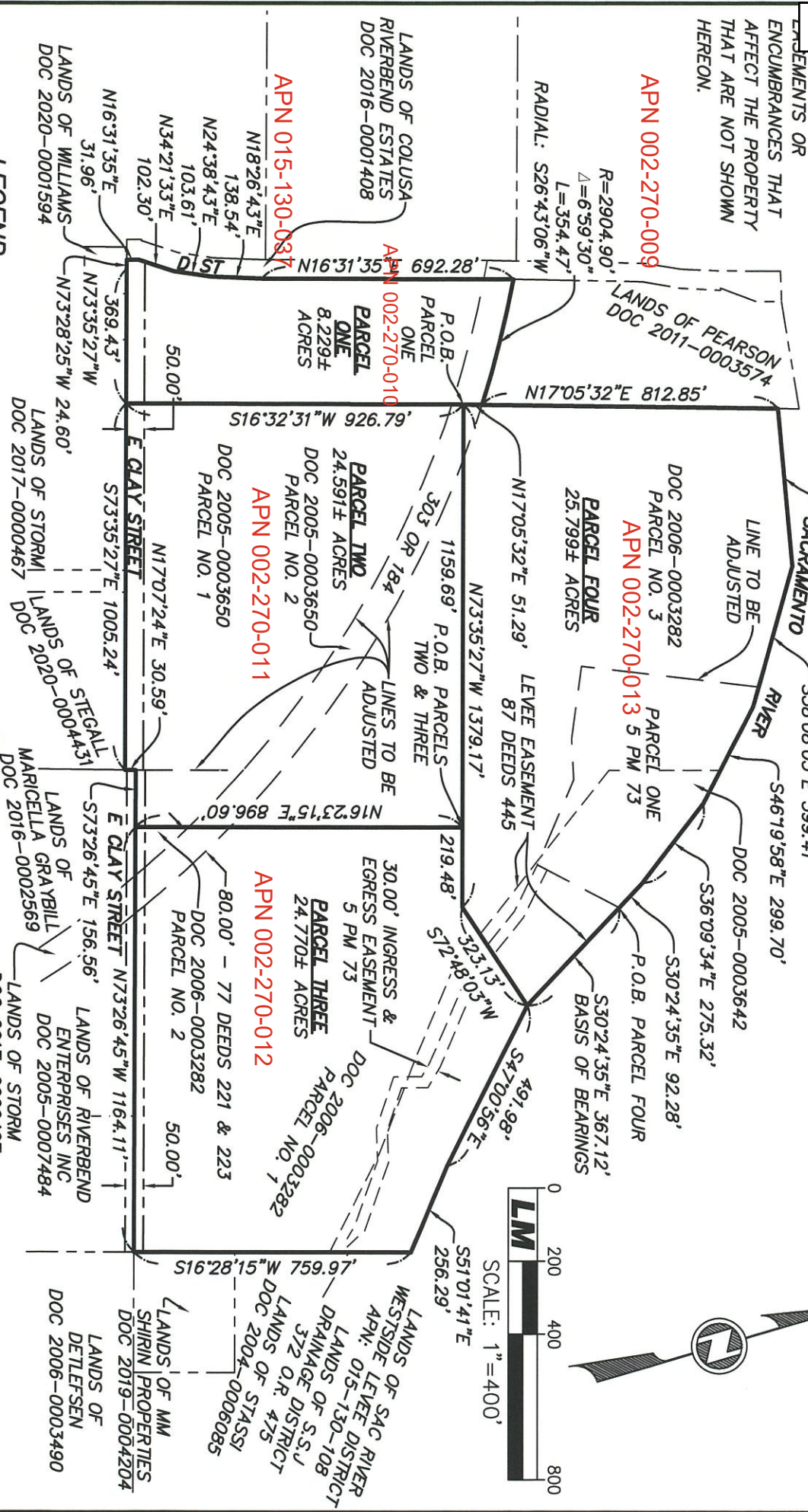
**EXHIBIT B
 TENTATIVE SUBDIVISION MAP**

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

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

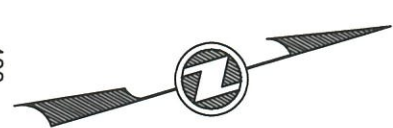
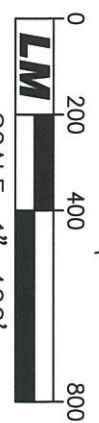
BY
 CALIFORNIA ENGINEERING COMPANY, INC.
 1110 CIVIC CENTER BLVD., SUITE 404
 YUBA CITY, CA 95993
 (530) 751-0952
 OCTOBER 30, 2025

Item 6.
 THERE MAY BE OTHER ENCUMBRANCES OR EASEMENTS OR ENCUMBRANCES THAT AFFECT THE PROPERTY THAT ARE NOT SHOWN HEREON.



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) 662-1755
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

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

Table 2
City of Colusa
Recommended Development Impact Fees

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

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

ORDINANCE NO. 573

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

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

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

Section 2. The City Council finds that:

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

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

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

AYES:

NOES:

ABSENT:

DENISE CONRADO, MAYOR

ATTEST

SHELLY KITTLE, City Clerk

Exhibit I – Zoning Map

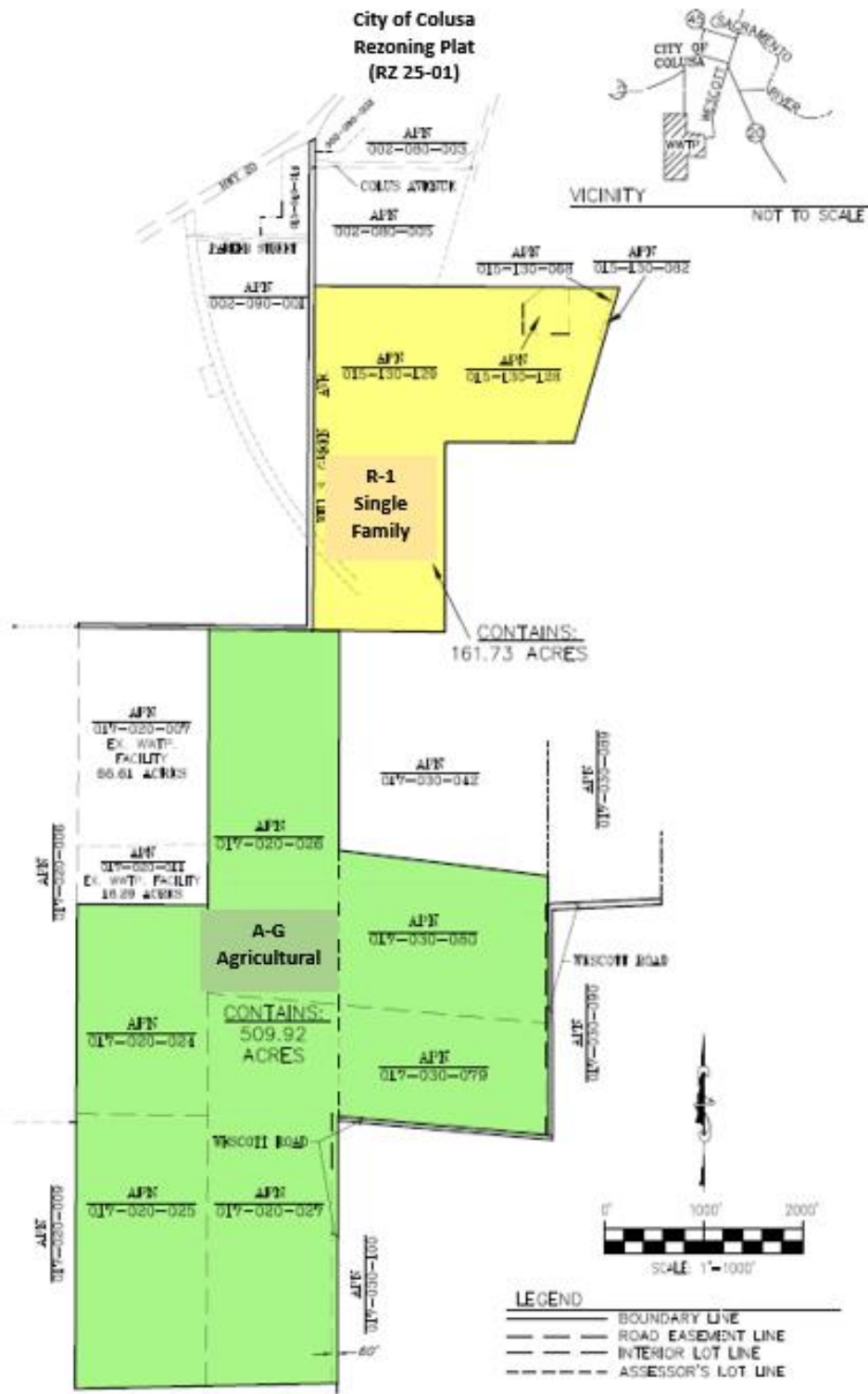


Exhibit I – Rezoning Plat

ORDINANCE NO. 574

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

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

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

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

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

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

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

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

Section 2. The Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA and 2) that the Mitigated Negative Declaration represents the independent judgment and analysis of the city as lead agency for the Project and that 3) on the basis of the whole record

before it, there is no substantial evidence that the project will have a significant effect on the environment with the application of mitigation measures.

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

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

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

17.5 A-G Agricultural District - Regulations

Sec 17.5.01 Purpose of district.

The purpose of the A-G zone is to protect agricultural uses and agricultural operations in areas where fertile soils particularly suited to crop production are present, areas where agriculture is the natural and desirable primary land use, and where the protection of agriculture from the

encroachment of incompatible land uses is essential to the general welfare and economic prosperity of the City.

Sec 17.02 Regulations generally.

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

Table 17.5.02-1 Development Standards in the Agricultural Zones

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

- (b) Performance Standards. The following performance standards apply to permitted uses and uses allowed with an administrative permit in the agricultural zones as required in Table 17.5.02-1. Projects that cannot meet the following performance standards shall be elevated to a Minor Use Permit.

- (1) Maximum Noise Levels. Maximum noise levels shall meet the requirements of General Plan Table 7.4. Further, maximum noise levels shall not exceed 60 dB at the property line of adjacent uses that are not in an agricultural or industrial zone.

- (2) Maximum Daily Trips. New daily trips shall not exceed an additional one hundred car or light truck vehicle trips or an additional seventy heavy truck or bus vehicle trips, or a combination of the two over existing or previously established traffic volumes.
- (3) Drainage and Water Quality. There shall be no net increase in off-site drainage flows, including peak flows during a storm event, and water quality measures shall be implemented to reduce stormwater pollutants.
- (4) Roadway and Access Improvements. The project shall demonstrate adequate roadway and access improvements consistent with City standards to accommodate the maximum daily trips to the satisfaction of the Director of Public Works.

Sec 17.5.03 Allowed Uses in the Agricultural Zones

Table 17.5.03-1 Allowed Uses in the Agricultural Zones

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

Energy Generation for On-Site Use	P	
Forestry and Logging	P	
Mining	U	
Oil and Gas Extraction	U	
Timber Processing	U	
Commercial Uses		
Agricultural Product Sales, Off-Site	M	
Agricultural Product Sales, On-Site	P	
Agricultural Auction and Sales Yard	M	
Agricultural Chemicals Commercial Storage and Distribution	U	
Animal Hospitals and Kennels	M	
Commercial Recreation, Outdoors	U	
Construction, Maintenance and Repair Services	M	
Farm Equipment: Sale, Rental, Repair and Supplies	U	
Nursery, Retail	M	
Tasting Rooms	M	
Industrial Uses		
Warehousing, Wholesaling and Distribution	U	
Transportation, Communication, and Utility Uses		
Composting Facilities and Soil Amendment Facilities	U	
Telecommunications Facilities	M	
Utilities, Minor	P	

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

AYES:

NOES:

ABSENT:

DENISE CONRADO, MAYOR

ATTEST

SHELLY KITTLE, City Clerk

ORDINANCE NO. 575

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 21.5. Cannabis Regulations

Sec. 21.5.01. Commercial cannabis activity and cannabis dispensaries allowable zones; regulations generally.

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

Article 12. M-1 Light Industrial District.

Article 13. M-2 General Industrial District.

Article 14. M-L Limited Manufacturing District.

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

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

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

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

AYES:

NOES:

ABSENT:

DENISE CONRADO, MAYOR

ATTEST

SHELLY KITTLE, City Clerk



City of Colusa California

STAFF REPORT

DATE: May 5, 2026
TO: Mayor and Members of Council
FROM: Jesse Cain, City Manager

AGENDA ITEM: Land Exchange for Triple Crown Project and Future Development of City Sports Complex

RECOMMENDATION: Receive and file this report regarding the City of Colusa's land exchange associated with the Triple Crown Project and provide direction regarding the planning and public outreach process for the proposed sports complex and community center project.

BACKGROUND ANALYSIS:

The City of Colusa has recently completed a land exchange associated with the Triple Crown Project, resulting in the city acquiring ownership of approximately 84 acres located on East Clay Street. The exchange involved the city swapping 84 acres for 84 acres, allowing the city to consolidate land ownership in an area better suited for future community recreational development.

For several years, the city has discussed the need for expanded recreational facilities to serve residents of Colusa and the surrounding region. The newly acquired property on East Clay Street provides an ideal location for the development of a regional sports complex and community recreation area.

The city has been planning for the development of a multi-use sports complex on the 84-acre site. Preliminary concepts for the facility include:

- Multiple baseball fields
- Multiple softball fields
- Soccer fields
- Open recreational space
- Parking and supporting infrastructure
- A community center capable of hosting recreation programs, meetings, and community events

This project is intended to expand recreational opportunities for residents, support youth and adult sports programs, and create a destination facility capable of hosting tournaments and regional events that could benefit local businesses and the overall community.

City staff are currently preparing to pursue a State Parks Grant in the amount of approximately \$8.5 million to assist with funding the development of the sports complex.

State grant programs typically require significant community engagement and public input as part of the application process. These funds could significantly reduce the financial burden on the City while allowing the community to develop a high-quality recreational facility.

Over the next several months, the city will hold multiple public meetings and community workshops to gather feedback from residents, youth sports organizations, and other stakeholders. These meetings will help shape the final design and priorities for the project.

Public input will also be an important component of the grant application process, demonstrating community support and ensuring that the project reflects the needs and interests of Colusa residents.

Next Steps

1. Begin public outreach and community meetings.
2. Develop preliminary conceptual plans for the sports complex.
3. Prepare and submit the State Parks Grant application.
4. Return to City Council with project updates and potential funding strategies.

Staff will continue working on the planning process and will return to the City Council with updates as the project progresses.

The acquisition of the 84 acres on East Clay Street represents an important opportunity for the City of Colusa to invest in long-term recreational infrastructure. Development of a sports complex and community center could provide lasting benefits to residents while enhancing quality of life and supporting local economic activity

BUDGET IMPACT:

The land exchange itself does not create an immediate fiscal impact beyond administrative costs associated with the transaction.

If awarded, the \$8.5 million State Parks Grant would provide a substantial funding source for the project. Additional funding strategies may include future grants, partnerships, and phased construction approaches.

STAFF RECOMMENDATION:

Provide staff with directions on public outreach

RESOLUTION NO. 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING
STAFF TO PROCEED WITH PLANNING AND GRANT APPLICATIONS FOR A
FUTURE SPORTS COMPLEX AND COMMUNITY CENTER

WHEREAS, the City of Colusa has almost completed a land exchange associated with the Triple Crown Project in which approximately 84 acres were exchanged for 84 acres to better position the City for future community development; and

WHEREAS, as a result of the exchange, the City of Colusa will now own approximately 84 acres of property located on East Clay Street; and

WHEREAS, the City has identified this property as a suitable location for the future development of a community sports complex and recreation area; and

WHEREAS, the proposed sports complex may include baseball fields, softball fields, soccer fields, supporting infrastructure, and a community center to serve the recreational needs of the residents of Colusa and the surrounding region; and

WHEREAS, the City desires to pursue funding opportunities to assist with the development of the project, including applying for a State Parks Grant in the amount of approximately \$8.5 million; and

WHEREAS, the grant application process requires community engagement and public participation to ensure that the project reflects the needs and priorities of the community; and

WHEREAS, the City intends to conduct multiple public meetings and community outreach efforts over the coming months to gather input and support for the proposed project.

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 authorizes staff to prepare and submit grant applications, including but not limited to a State Parks Grant 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 5th Day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DENISE CONRADO, MAYOR

Shelly Kittle, City Clerk