



## CITY COUNCIL MEETING

Tuesday, August 16, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### AGENDA

**PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES WITH ONE (1) COMMENT, PER AGENDA ITEM**

**Members of the public can view the regular meeting live through Zoom:**

<https://us06web.zoom.us/j/86465138081>

**Or, join from a phone:** (346) 248-7799, (720) 707-2699, (646) 558-8656

Webinar ID: 864 6513 8081

Mayor – Thomas Reische  
Mayor Pro Tem – Daniel Vaca  
Council Member – Denise Conrado  
Council Member – Greg Ponciano  
Council Member – Joshua Hill

#### 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)*

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

1. **Approve** - July 19th Council Draft Minutes
2. **Receive and File** - July Finance Department Monthly Report
3. **Receive and File** - July Warrants List
4. **Adopt** - Ordinance 554 approving a Development Agreement between the City of Colusa and Hunny Pot Farms relative to the operation of a cannabis manufacturing facility located at 2949 Niagara Avenue in Colusa.

#### **COUNCIL MEMBER AND CITY MANAGER REPORTS**

#### **PUBLIC HEARING**

5. Public Hearing for the first reading of a proposed Ordinance approving a Development Agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2881 Niagara Avenue.

**Recommendation:** Council to open the public hearing, and

Council to introduce, read by title only, and waive the full first reading of the proposed Ordinance: An Ordinance of the City Council of the City of Colusa approving a Development Agreement between the City of Colusa and RHF Partners, LLC Relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2881 Niagara Ave in Colusa

Council to adopt a Resolution of the City Council approving a Special Use Permit and a Regulatory Use Permit, Relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2881 Niagara Ave in Colusa

6. Public Hearing for a proposed first reading of an Ordinance approving a Development Agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2876 Niagara Avenue.

**Recommendation:** Council to open the public hearing, and introduce, read by title only, and waive the full first reading of the proposed Ordinance: An Ordinance of the City Council of the City of Colusa approving a Development Agreement between the City of Colusa and Genesis Extracts relative to the establishment and operation of a cannabis facility located at 2876 Niagara Avenue in Colusa.

Council to adopt a Resolution of the City Council approving Special Use Permit and Regulatory Use Permit, relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2876 Niagara Ave. in Colusa

### **COUNCIL CONSIDERATION**

7. Procedure to track and report nuisance odors in the City of Colusa

**Recommendation:** Council to approve procedure as follows for the reporting and tracking of nuisance odors in the City of Colusa.

8. Possible planning and construction of Electric Vehicle (EV) charging infrastructure in the City of Colusa

**Recommendation:** Council to provide direction about the future of charging infrastructure in the City of Colusa and identify partners and stakeholders that would like to participate in the planning and implementation process.

9. Council to consider the Resolution to provide the city's response for the 2021-22 Colusa County Grand Jury Final Report

**Recommendation:** Council to review Letter and adopt the Resolution to provide the city's response for the 2021-22 Colusa County Grand Jury Final Report

### **DISCUSSION ITEMS**

- 10. Council Member needed for the GSA Groundwater Authority
- 11. Cannabis Update
- 12. Events Update
- 13. RACE Communications Update
- 14. Staff Vacancies

### **FUTURE AGENDA ITEMS**

### **ADJOURNMENT**



SHELLY KITTLE, CITY CLERK

#### **Notice of Meetings and Agendas**

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

#### **Americans with Disabilities Act**

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

"This institution is an equal opportunity employer and provider"



## CITY COUNCIL MEETING

Tuesday, July 19, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### MINUTES

#### CALL TO ORDER

Mayor Pro-Tem Vaca called the meeting to order at 6:00 pm.

#### ROLL CALL

##### PRESENT

Council Members, Ponciano, Vaca, Conrado and Hill.

##### ABSENT

Mayor Reische (excused by Mayor Pro-Tem Vaca)

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

There was council consensus on the agenda approval.

**PUBLIC COMMENTS** – Citizen Beth Young commented about the smell and taste of the water, and the smell of the mushroom plant and cannabis.

#### PRESENTATIONS

Mayor Pro-Tem Vaca read the 5-year Service Award for Newbrian Lee, who was not present.

Proclamation declaring July as Parks Make Life Better Month - read by Mayor Pro-Tem Vaca.

Proclamation declaring July as Sexual Assault Awareness Month - read by Mayor Pro Tem Vaca.

**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.*

4. **Approve** - Council Draft Minutes from June 21st
5. **Receive and File** - Fire Department June Report
6. **Receive and File** - Police Department June Report
7. **Receive and File** - Finance Department June Report
8. **Receive and File** - June Warrants List



9. **Receive and File** - City Treasurer's April and May Reports
10. **Adopt** - Resolution amending the contract for City Project Number 2020-001 the 2020 Wastewater Improvements Project to include the text of the Davis Bacon Wage rates.
11. **Adopt** - Resolution to authorize project acceptance and release of retention to R & R Horn General Contractor, Inc.
12. **Adopt** - Resolution for the City to provide Valley Vision with a letter of support to apply for the CRF planning grant.
13. **Adopt** - Ordinance 552 amending Article VIII of Chapter 8 of the Municipal Code to impose a transaction and use tax.

ACTION: Item 13 pulled by Council Member Ponciano. Motion by Hill, seconded by Conrado to approve Items 1-12 of the consent calendar. Motion passed unanimously.

ACTION: After Councilmember Ponciano's question was answered, Ponciano made a motion, to approve Item 13, seconded by Hill. Motion passed unanimously.

### **COUNCIL MEMBER /CITY MANAGER REPORTS and STAFF COMMENTS**

Council Members provided updates on meetings they attended.

Staff provided updates in their department.

City Treasurer Kelley did not have a report.

### **PUBLIC HEARINGS**

14. Consideration to authorize placement of solid waste liens from Recology to be placed on the 2022-23 County Property Tax Roll.

Public Hearing opened at 6:17 pm.

Finance Director Aziz-Khan explained Recology's process.

Citizen Craig Hill encountered issues with Recology's new billing system.

Citizen John Rogers expressed the same issues with the billing system.

Consultant Sadie Ash recommended the city conduct an audit.

Finance Director Aziz-Khan invited citizens with multiple properties to meet with her so they could clarify their issues and concerns.

ACTION: Motion by Ponciano, seconded by Conrado to **continue** the Public Hearing to August 2, 2022. Motion passed 3-0 by the following roll-call vote:

AYES: Ponciano, Conrado and Vaca.

NOES: None.

ABSTAIN: Hill.

ABSENT: Reische.

15. Consideration of approving engineer's reports, confirming diagram maps, and order the levy on parcels for FY 2022-23 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

Public Hearing opened and closed at 6:33 pm with no public comments.

ACTION: Motion by Ponciano, seconded by Vaca to adopt **Resolution 22-40 - A** Resolution of The City Council of the City of Colusa to levy and collect Assessments for Fiscal Year 2021-22 For the Colusa Meadows West and Hoblit Subdivision Assessment Districts. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca.

NOES: None.

ABSENT: Reische.

16. Consideration of approving engineer's reports, confirming diagram maps, and order the levy on parcels for FY 2022-23 for the City of Colusa Parks, Trees, and Improvement District.

Public Hearing opened at 6:35 pm with the following comments:

Citizen Jim White commented why the amount collected has been the same for the past 18 years. He stressed the importance of keeping up with inflation.

Citizen Cynthia White commented on the need for an increase.

Citizen Thomas Roach commented about options for a future increase.

Public Hearing closed at 6:42 pm.

ACTION: Motion by Conrado, seconded by Vaca to adopt **Resolution 22-41 - A** Resolution of the City Council of the City of Colusa to levy and collect Assessments for Fiscal Year 2022-23 for the City of Colusa Parks, Trees and Improvement District. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca.

NOES: None.

ABSENT: Reische.

17. Consideration of approving engineer's reports, confirming diagram maps, and order the levy parcels for FY 2022-23 for the Walnut Ranch Landscape and Lighting District.

DISCUSSION: City Engineer Swartz explained a correction would be made that reflects the amount of \$400 to \$332.22.

Public Hearing opened and closed at 6:45 with no public comments.

ACTION: Motion by Hill, seconded by Ponciano to adopt the **amended Resolution 22-42** – A Resolution of the City Council of the City of Colusa to levy and collect Assessments for Fiscal Year 2022-23 for the Walnut Ranch Landscape and Lighting District with the amended amount to be \$332.22. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca.

NOES: None.

ABSENT: Reische.

18. Consideration of approving engineer's reports, confirming diagram maps, and order the levy on parcels for FY 2022-23 for the City of Colusa Community Facilities District (CFD) 2-2020.

City Engineer Swartz reported CFD formation in 2020 with the potential to expand.

Public Hearing opened at 6:51 pm

Citizen Cynthia White inquired why the developer does not pay the fees

Public Hearing closed at 6:52.

ACTION: Motion by Conrado, seconded by Vaca to adopt **Resolution 22-43** - A Resolution of the City Council of the City of Colusa to levy and collect Assessments for Fiscal Year 2022-23 for the City of Colusa Community Facilities District 2-2020. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca.

NOES: None.

ABSENT: Reische.

### **COUNCIL CONSIDERATION**

19. Consideration of Commission Appointments

City Clerk Kittle reported on the vacancies and introduced the applicants. Each applicant stated why they were interested in serving on the Planning Commission.

ACTION: Motion by Vaca seconded by Conrado to appoint Vicky Willoh and Thomas Roach for a four-year term. Ponciano made a secondary motion to appoint Jean Pierre Cativiela. With no second, the original motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca

NOES: None.

ABSENT: Reische.

Council to review two applications and appoint one applicant to the Parks, Recreation and Tree (PRT) Commission for a four-year term.

ACTION: Motion by Hill, seconded by Conrado to appoint Patti Hickel to the Parks, Recreation and Tree Commission for a four-year term. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca

NOES: None.

ABSENT: Reische.

PUBLIC COMMENTS:

Citizen Julie Garafolo - not a proponent of serving on multiple commissions.

Citizen Thomas Roach expressed his willingness and enthusiasm to serve on both the Planning and the PRT Commission.

Citizen Janice Bell appreciated the applicants who applied and their eagerness to serve.

Citizen John Rogers - not a proponent of serving on multiple commissions

Sadie Ash commented on communications between commissions.

Citizen Cativiela was happy to see the increase in advertising for the positions.

City Attorney Jones confirmed he did not see a conflict in serving on both commissions.

ACTION: Motion by Conrado, seconded by Vaca that the previous motions stand.

Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca

NOES: None.

ABSENT: Reische.

20. First reading of an Ordinance regarding AB 481- Military Equipment Policy for the Police Department.

City Attorney Jones provided details about the proposed Ordinance and the state law requirements.

PUBLIC COMMENTS: Citizen Jim White questioned the list of equipment used in Colusa.

Citizen Janice Bell cautioned about sharing too much detail, while still abiding by the law.

**ACTION:** Motion by Ponciano, seconded by Vaca to read by title and waive the first reading of **Ordinance 553** An Ordinance of the City Council of the City of Colusa, California, adopting a Military Equipment Policy of the City of Colusa, California governing the use of military equipment. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado, and Vaca.

NOES: None.

ABSENT: Reische.

## 21. US Department of Transportation (DOT) Safe Streets and Roads for All (SS4A) Planning Grant

Grant Writer Vanetta provided a report. She explained 20% match, safety action plans for the commitment of zero fatalities.

Citizen Vicky Willoh inquired about the grant.

Citizen Sean Amsden expressed his support for street safety, especially having a traffic light at 10<sup>th</sup> and Fremont.

**ACTION:** Motion by Conrado, seconded by Vaca Council to approve **Resolution 22-44** for the City of Colusa to submit a grant bid to the DOT for a planning grant for a Comprehensive Safety Action Plan for the City's Transportation Infrastructure. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca.

NOES: None.

ABSENT: Reische.

**ACTION:** Motion by Conrado, seconded by Vaca Council to approve **Resolution 22-45** making a commitment to set a goal for zero fatalities and serious injuries on the roads of the City of Colusa. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca

NOES: None.

ABSENT: Reische.

## 22. Consideration of Resolution approving the Proposed budget as recommended by City Manager and City Staff.

Finance Director Aziz-Khan reported the two changes made since the last meeting.

**ACTION:** Motion by Conrado, seconded by Hill to adopt **Resolution 22-46** adopting the Proposed Budget for Fiscal Year 2022-23. Motion passed 3-0 by the following roll-call vote:

AYES: Hill, Conrado and Vaca.

NOES: Ponciano.

ABSENT: Reische.

**ACTION:** Motion by Conrado, seconded by Vaca to adopt **Resolution 22-47** establishing Proposed Budget appropriation the appropriation (GANN) limit for the fiscal year 2022-2023 and the correction factor for the fiscal year 2021-2022. Motion passed 4-0 by the following roll-call vote:

AYES: Hill, Ponciano, Conrado and Vaca.

NOES: None.

ABSENT: Reische.

Mayor Pro-Tem Vaca called for a five-minute recess at 7:36 pm and called the meeting back to order at 7:41 pm.

### **DISCUSSION ITEMS**

23. Discussion on all commissions at least two members may live within two miles of the city limits or must live within the Sphere of influence.

City Manager Cain defined the "Sphere of Influence" as potential properties that could be annexed into the city within the next 20 years. City Attorney Jones stated the Sphere of Influence could be changed from year-to-year.

Public Comments were received.

The consensus of the council was to bring this back when all council members were present.

24. Discussion on using our current cannabis AD-HOC members to evaluate cannabis activities or create a new AD-HOC

Susan Meeker, Editor with Pioneer Review stated Ad Hoc Committee suggested a Standing Committee or an Advisory Committee.

Public Comments were received.

**ACTION:** The consensus of the council was to have the Cannabis Ad Hoc report back their recommendations to Council.

25. Events Update

Sadie Ash provided an overview and a financial update on the 4<sup>th</sup> of July event. She also provided details on the upcoming Taco Festival.

City Treasurer Kelley recommended the public receive the information provided to the City Manager and council on the expenses.

**FUTURE AGENDA ITEMS**

Electric Charging Station Downtown

Pirelli Building update

Race Communications

Discussion Item on the number of cannabis companies allowed in the city limits

RFP for cannabis operations audit

**ADJOURNED at 8:47 pm**

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THOMAS REISCHE, MAYOR

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Shelly Kittle, City Clerk



***City of Colusa***  
***Finance Department***  
***Monthly Staff Report – July 2022***

**CDBG-HOME**

- Loan monitoring and correspondence.
- HOME 2018 NOFA Award general conditions setup cont'd.
- Devonshire apartments monitoring cont'd
- PRA and quarterly reports
- Home Loan compliance and reporting requirements

**Accounts Payable**

- Review Income and Expense statement July 2022
- July 2022 Warrant Listing.
- 98 accounts payable checks processed.
- Staff training on AP functions cont'd

**Payroll**

- Prepare June salary allocation transfers.
- April regular payroll.
- Implement (3) regular salary step increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.
- Quarterly reports

**Accounts Receivable**

- Provide continued utility billing customer support.
- 2,182 utility bills mailed.
- (3) bad checks processed.
- 2,473 cash payments processed (utilities, bldg. permits, recreation and pool, encroachment, business license, State and County payments, and boat launch fees.
- Boat Launch and State Park Payments
- Updated Backflow record
- 5 Building Permits
- 93 Credit card Payments

**City Hall - Customer Services**

- 506 customers walk-ins.



- 159 utility late notices.
- 84 Water/Sewer shut off for non-payment.
- 8 open utility accounts & adjustments.
- 7 closed utility accounts.
- 535 received phone calls.
- 10 Events/marque and banner applications processed.
- 3 State Park Reservation & Revenue
- 29 public works service requests
- Issued 23 Building Permits
- 4 Encroach Permits

### **General Ledger**

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

### **Personnel - HR**

- Sick and vacation leave accrual monthly report update.
- July 2022 MidAmerica retiree health insurance distribution.
- Workers Compensation claims cont. d.
- Begin migration of MOUs into Employee Handbook continued.
- Employee termination.
- Assistance with employee retirement
- Assist with the disability application
- Review NCCSIF monthly Workers Compensation & Liability Reports.
- Provide retirement information to retirees and Public Works.
- Employee Income Verification (3).
- Analysis of vacation accrual and maximum

### **Recreation Department**

- Monthly Calendar – Colusa Outlook.
- Assist with new recreation programs cont'd
- Processed recreation programs request
- Updated the information in Rec Desk
- Posted the payment receive in person and through the Rec. Desk

## Other

- Various Grants reimbursement reports and follow up
- Quarterly reports for business and building
- Sewer Arrearage grant reporting requirement
- Applied for LIHWAP program
- Work with Corbin Willits on On-Line Bill Pay scheduled for end of April cont'd.
- Begin July 2022 OPEB Valuation due June 30<sup>th</sup>, 2032. CERBT data extract report cont'd..
- NCCSIF vehicle-renewal policy and certification.
- Sunrise Landing Developer Payment reconciliation and request.
- NCCSIF inquiry about Pool contract with Swim Team and insurance requirements.
- Input in MOMs
- Budget Analysis and Input in MOMS
- Attend HDL meetings
- Participated in ARPA funding requirements
- Work in progress with all city assessment districts, public notices, and staff reports
- Numerous public record requests cont'd
- The Community Foundation of Colusa County paid \$2,178.07 for 2 Skylights, Keypad, and misc. material for shade installment
- Donation received \$1,500 from Colusa Firefighters Association for Cinderella Project
- Donation received \$300 from Jean-Pierre Cativiela & Lora Weeks for a Free Swim Day
- Donation received \$2,000 from Compose Leaf for 4<sup>th</sup> of July
- Input and fiscal year 2022-23 budget in MOMS and assembled for the package
- Weekly meeting with iworq software technicians

## CITY OF COLUSA

JULY 2022

Item 3.

## WARRANT LISTING

Check Number	Check Date	Check Amount	Vendor:	Invoice Number	Fund:	Account	Dept.:	Description		
60704	7/12/2022	\$ 57.60	AIRGAS USA, LLC	912721716	101	52150	320	OXYGEN / FIRE		
60704	7/12/2022	\$ 101.76	AIRGAS USA, LLC	998978711	101	52150	320	OXYGEN / FIRE		
60704	7/12/2022	\$ 129.80	AIRGAS USA, LLC	998981851	101	52150	320	OXYGEN / FIRE		
<b>60704 Total</b>		\$ 289.16								
60705	7/11/2022	\$ 6,821.50	ALLIANT INSURANCE SERVICE	2003250	101	52800	230	RENEWAL PHYSICAL PREMIUM 7/1/22-7/1/23 INS.		
60705	7/11/2022	\$ 3,410.75	ALLIANT INSURANCE SERVICE	2003250	410	52800	670	RENEWAL PHYSICAL PREMIUM 7/1/22-7/1/23 INS.		
60705	7/11/2022	\$ 3,410.75	ALLIANT INSURANCE SERVICE	2003250	430	52800	690	RENEWAL PHYSICAL PREMIUM 7/1/22-7/1/23 INS.		
<b>60705 Total</b>		\$ 13,643.00								
60706	7/12/2022	\$ 1,446.28	AQUA SIERRA CONTROLS INC.	32634	430	52500	690	TROUBLESHOOT VALVE ACTING / SEWER		
60706	7/12/2022	\$ 615.00	AQUA SIERRA CONTROLS INC.	32649	430	52500	690	TROUBLESHOOT / SEWER		
<b>60706 Total</b>		\$ 2,061.28								
60707	7/13/2022	\$ 243.71	ARNOLD'S	98335	430	52720	690	SCRAPER BLADE / PARKS		
<b>60707 Total</b>		\$ 243.71								
60708	7/12/2022	\$ 347.09	AT&T	18424418	101	53200	710	CALNET DOJ 06/01/2022-06/30/2022 - POLICE		
<b>60708 Total</b>		\$ 347.09								
60709	7/13/2022	\$ 700.00	BRIAN BASSETT	PO 65215	101	53600	640	CONCERT IN THE PARK 7/13/2022 / REC		
<b>60709 Total</b>		\$ 700.00								
60710	7/11/2022	\$ 169.21	JOHN BURGER HEATING AND A	62140	430	52720	690	REPLACED CONTRACTOR 30/40 / SEWER		
<b>60710 Total</b>		\$ 169.21								
60711	7/11/2022	\$ 500.00	MIGUEL CALLADO	PO 65209	101	53800	640	SCOUT CABIN RENTAL REFUND( CANCELLED)/ REC		
<b>60711 Total</b>		\$ 500.00								
60712	7/11/2022	\$ 91.66	CIVICPLUS, LLC	230952	101	52100	110	MUNICODE SUPPORT FEE		
60712	7/11/2022	\$ 91.66	CIVICPLUS, LLC	230952	410	52100	670	MUNICODE SUPPORT FEE		
60712	7/11/2022	\$ 91.68	CIVICPLUS, LLC	230952	430	52100	690	MUNICODE SUPPORT FEE		
<b>60712 Total</b>		\$ 275.00								
60713	7/13/2022	\$ 3.34	COLUSA COUNTY AUDITOR	4093	101	53800	650	REIMBURSEMENT OF ALTERNATIVE SENTENCING JUN-22		
<b>60713 Total</b>		\$ 3.34								
60714	7/13/2022	\$ 14,724.00	COUNTY OF COLUSA/OFFICE O	7/12/2022	101	52540	710	DISPATCH SVC 4TH QRT FISCAL 2021-2022 / POLICE		
60714	7/13/2022	\$ 7,671.00	COUNTY OF COLUSA/OFFICE O	7/13/2022	101	52541	710	ANIMAL CONTROL 4TH QRT FY 2021-22 / POLICE		
<b>60714 Total</b>		\$ 22,395.00								
60715	7/11/2022	\$ 77.45	COLUSANET, INC	147912	310	52600	650	INTERNET ACCESS, MONTHLY RATE / STATE PARK		
<b>60715 Total</b>		\$ 77.45								
60716	7/12/2022	\$ 3.86	DERODA INC.	65129	410	52720	670	EQUIPMENT MAINT. / WATER		
60716	7/12/2022	\$ 166.28	DERODA INC.	65400	430	52720	690	EQUIPMENT MAINT. / SEWER		
60716	7/12/2022	\$ 29.47	DERODA INC.	65422	101	52720	630	EQUIPMENT MAINT. / STREETS		
60716	7/12/2022	\$ (18.76)	DERODA INC.	65425	101	52720	630	EQUIPMENT MAINT. / STREETS		
60716	7/12/2022	\$ 28.94	DERODA INC.	65433	101	52720	630	EQUIPMENT MAINT. / STREETS		
60716	7/12/2022	\$ 371.92	DERODA INC.	65894	410	52720	670	EQUIPMENT MAINT. / WATER		
60716	7/12/2022	\$ 12.11	DERODA INC.	65902	410	52720	670	EQUIPMENT MAINT. / WATER		
60716	7/12/2022	\$ 52.54	DERODA INC.	65913	101	52720	630	EQUIPMENT MAINT. / STREETS		
60716	7/12/2022	\$ 566.29	DERODA INC.	65919	410	52720	670	EQUIPMENT MAINT. / WATER		
60716	7/12/2022	\$ 7.72	DERODA INC.	65942	101	52720	630	SPARK PLUG / STREETS		
<b>60716 Total</b>		\$ 1,220.37								

## CITY OF COLUSA

JULY 2022

## WARRANT LISTING

Item 3.

60717	7/11/2022	\$ 325.00	COMPUTER LOGISTICS	83436	214	52500	710	MONTHLY BILLING JULY 2022 / POLICE	
<b>60717 Total</b>		\$ 325.00							
60718	7/11/2022	\$ 147.94	COMCAST	7/11/2022	101	53200	710	SERVICES JUN. 21-JULY 20, 2022 - POLICE	
60718	7/11/2022	\$ 80.62	COMCAST	7/12/2022	101	53200	630	SERVICES FROM JUL 01- JUL 30, 2022 /STREETS	
<b>60718 Total</b>		\$ 228.56							
60719	7/12/2022	\$ 7,104.03	L.N. CURTIS AND SONS	INV604000	101	57100	320	LEEVE FIRE (MACHINERY & EQUIPMENT) / FIRE	
60719	7/12/2022	\$ 183.40	L.N. CURTIS AND SONS	INV604580	101	52200	320	SAFETY EQUIPMENT / FIRE	
60719	7/12/2022	\$ 1,694.55	L.N. CURTIS AND SONS	INV605241	101	57100	320	LEEVE FIRE (HOSE LINE VALVE) / FIRE	
60719	7/11/2022	\$ 2,022.30	L.N. CURTIS AND SONS	PINV73396	101	51200	710	UNIFORMS / POLICE	
<b>60719 Total</b>		\$ 11,004.28							
60720	7/13/2022	\$ 109.22	DARREN RAM	7/13/2022	214	51300	710	TRAINING (SFST TRAINING) / POLICE	
<b>60720 Total</b>		\$ 109.22							
60721	7/11/2022	\$ 136.80	DAVIES OIL COMPANY, INC.	68650	101	52270	310	Fuel	
60721	7/11/2022	\$ 3,797.10	DAVIES OIL COMPANY, INC.	68650	101	52270	710	Fuel	
60721	7/11/2022	\$ 2,531.56	DAVIES OIL COMPANY, INC.	68650	101	52270	320	Fuel	
60721	7/11/2022	\$ 359.07	DAVIES OIL COMPANY, INC.	68650	101	52270	650	Fuel	
60721	7/11/2022	\$ 1,216.21	DAVIES OIL COMPANY, INC.	68650	101	52270	630	Fuel	
60721	7/11/2022	\$ 851.36	DAVIES OIL COMPANY, INC.	68650	410	52270	670	Fuel	
60721	7/11/2022	\$ 1,560.81	DAVIES OIL COMPANY, INC.	68650	430	52270	690	Fuel	
<b>60721 Total</b>		\$ 10,452.91							
60722	7/11/2022	\$ 37.10	DAVISON DRUG & STATIONERY	113390	430	52110	690	3 BLACK BINDERS / SEWER	
60722	7/12/2022	\$ 20.57	DAVISON DRUG & STATIONERY	114688	101	52100	320	OFFICE SUPPLIES / FIRE	
<b>60722 Total</b>		\$ 57.67							
60723	7/12/2022	\$ 60.00	DAVIES CHEVRON	7/12/2022	101	52720	710	CARWASH (6) / POLICE	
<b>60723 Total</b>		\$ 60.00							
60724	7/12/2022	\$ 52.00	DEPARTMENT OF JUSTICE	PO 64265	101	52430	710	Weapons Permit Police / E. VARGAS	
60724	7/12/2022	\$ 52.00	DEPARTMENT OF JUSTICE	PO 64266	101	52430	710	Weapons Permit Police / B. PEARSON	
60724	7/12/2022	\$ 52.00	DEPARTMENT OF JUSTICE	PO 64266	101	52430	710	Weapons Permit Police / C. MEYERS	
60724	7/12/2022	\$ 52.00	DEPARTMENT OF JUSTICE	PO 64266	101	52430	710	Weapons Permit Police / P. HARMON	
<b>60724 Total</b>		\$ 208.00							
60725	7/11/2022	\$ 156.00	FRUIT GROWERS LABORATORY	273952A	430	52520	690	TESTING / SEWER	
60725	7/11/2022	\$ 41.00	FRUIT GROWERS LABORATORY	273953A	430	52520	690	TESTING / SEWER	
60725	7/11/2022	\$ 55.00	FRUIT GROWERS LABORATORY	274174A	430	52520	690	TESTING / SEWER	
<b>60725 Total</b>		\$ 252.00							
60726	7/12/2022	\$ 705.24	FRONTIER	7/11/2022	101	53200	320	Communications	
<b>60726 Total</b>		\$ 705.24							
60727	7/13/2022	\$ 828.00	GALLAWAY ENTERPRISES	4663	535	52500	620	21-137 WESCOTT SUBDIVISION / CITY ENGINEER	
<b>60727 Total</b>		\$ 828.00							
60728	7/11/2022	\$ 61.03	GRIFF'S FEED & SEED	1721	101	51200	630	SHORTS FOR J. AINGER / STREETS	
<b>60728 Total</b>		\$ 61.03							
60729	7/13/2022	\$ 3,503.09	HACH COMPANY	13125924	430	52720	690	CABLE ASSEMBLY / SEWER	
<b>60729 Total</b>		\$ 3,503.09							
60730	7/11/2022	\$ 79.47	HOBLIT MOTORS	5076	410	52720	670	OIL FILTER / WATER	
<b>60730 Total</b>		\$ 79.47							

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60731	7/12/2022	\$ 1,181.83	HOBLIT CHEVROLET BUICK GM	12658	101	52720	710	EQUIPMENT MAINTENANCE / POLICE		
<b>60731 Total</b>		\$ 1,181.83								
60732	7/11/2022	\$ 171.79	INTOXIMETERS, INC.	709661	214	52200	710	SAFETY EQUIPMENT / POLICE		
<b>60732 Total</b>		\$ 171.79								
60733	7/11/2022	\$ 1,426.87	J.L.WINGERT CO	3022309	410	52700	670	BUILDING MAINT. / WATER		
60733	7/11/2022	\$ 17,227.49	J.L.WINGERT CO	3022356	410	52250	670	CHLORINE / WATER		
<b>60733 Total</b>		\$ 18,654.36								
60734	7/11/2022	\$ 7.18	JOHN DEERE FINANCIAL	2662147	310	59200	650	MOWER LEASE PAYMENT		
60734	7/11/2022	\$ 136.31	JOHN DEERE FINANCIAL	2662147	310	59100	650	MOWER LEASE PAYMENT		
60734	7/11/2022	\$ 32.32	JOHN DEERE FINANCIAL	2662147	253	59200	650	MOWER LEASE PAYMENT		
60734	7/11/2022	\$ 613.38	JOHN DEERE FINANCIAL	2662147	253	59100	650	MOWER LEASE PAYMENT		
60734	7/11/2022	\$ 32.32	JOHN DEERE FINANCIAL	2662147	101	59200	650	MOWER LEASE PAYMENT		
60734	7/11/2022	\$ 613.39	JOHN DEERE FINANCIAL	2662147	101	59100	650	MOWER LEASE PAYMENT		
<b>60734 Total</b>		\$ 1,434.90								
60735	7/12/2022	\$ 200.00	JOSE LUIS HERNANDEZ JUARE	PO 65210	101	53800	640	RETURN SCOUT CABIN DEPOSIT / REC		
<b>60735 Total</b>		\$ 200.00								
60736	7/13/2022	\$ 50.00	KITTLE'S OUTDOOR & SPORT	604423	101	52160	710	LEE NEWBRIAN GIFTCARD / POLICE		
<b>60736 Total</b>		\$ 50.00								
60737	7/11/2022	\$ 496.99	KUUBIX GLOBAL LLC ATTN:FI	PO 65206	101	53800	310	REFUND FOR PERMIT 22-026 / BLDG. INSPECTOR		
<b>60737 Total</b>		\$ 496.99								
60738	7/11/2022	\$ 1,166.66	JENNIFER LAY-SCHNYDER	7/11/2022	101	52500	640	RECREATION CORDINATOR FEES JULY 2022 / REC		
<b>60738 Total</b>		\$ 1,166.66								
60739	7/12/2022	\$ 23.45	LES SCHWAB TIRE CENTER	621003188	214	52720	710	BATTERY / POLICE		
60739	7/11/2022	\$ 59.99	LES SCHWAB TIRE CENTER	621003204	430	52720	690	SERVICE CALL / SEWER		
<b>60739 Total</b>		\$ 83.44								
60740	7/11/2022	\$ 500.00	MARKS, GABRIEL	7/11/2022	310	52500	650	COLUSA STATE PARK CAMP HOST JULY 2022		
<b>60740 Total</b>		\$ 500.00								
60741	7/12/2022	\$ 38.59	GEORGE L. MESSICK CO.	559202/1	101	52700	320	BUILDING MAINT. / FIRE		
60741	7/12/2022	\$ 5.62	GEORGE L. MESSICK CO.	559851/1	101	52700	320	BUILDING MAINT. / FIRE		
60741	7/12/2022	\$ 43.94	GEORGE L. MESSICK CO.	562999/1	101	52180	630	SMALL TOOLS / STREETS		
60741	7/12/2022	\$ 35.38	GEORGE L. MESSICK CO.	563059/1	101	52720	650	EQUIPMENT MAINT. / PARKS		
60741	7/12/2022	\$ (17.16)	GEORGE L. MESSICK CO.	563066/1	101	52720	650	EQUIPMENT MAINT. / PARKS		
60741	7/12/2022	\$ 10.71	GEORGE L. MESSICK CO.	563205/1	101	52720	215	EQUIPMENT MAINT. / ECON. DEV.		
60741	7/12/2022	\$ 8.70	GEORGE L. MESSICK CO.	563602/1	253	52700	640	BUILDING MAINT. / RECREATION		
60741	7/12/2022	\$ 19.88	GEORGE L. MESSICK CO.	563622/1	253	52700	640	BUILDING MAINTENANCE / REC		
60741	7/11/2022	\$ 7.50	GEORGE L. MESSICK CO.	563664/1	101	52110	610	SUPPLIES / CITY HALL		
60741	7/12/2022	\$ 15.00	GEORGE L. MESSICK CO.	563686/1	430	52110	690	CLEANING SUPPLIES / SEWER		
60741	7/12/2022	\$ 72.91	GEORGE L. MESSICK CO.	563687/1	253	52250	640	CHLORINE / RECREATION		
60741	7/12/2022	\$ 15.00	GEORGE L. MESSICK CO.	563689/1	101	52110	630	PAPER TOWELS / STREETS		
60741	7/12/2022	\$ 68.60	GEORGE L. MESSICK CO.	563690/1	101	52110	610	SUPPLIES / CITY HALL		
60741	7/12/2022	\$ 78.24	GEORGE L. MESSICK CO.	563714/1	221	52200	320	SAFETY EQUIPMENT / FIRE		
60741	7/12/2022	\$ 35.36	GEORGE L. MESSICK CO.	563968/1	101	52110	630	CLEANING SUPPLIES / STREETS		
60741	7/12/2022	\$ 16.44	GEORGE L. MESSICK CO.	K62959/1	253	52110	640	SUPPLIES / RECREATION		
<b>60741 Total</b>		\$ 454.71								

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60742	7/11/2022	\$ 1,311.13	MOTOROLA SOLUTIONS, INC.	7/11/2022	214	52200	710	BATTERIES / POLICE		
<b>60742 Total</b>		\$ 1,311.13								
60743	7/12/2022	\$ 18.19	MT. SHASTA SPRING WATER	400202	101	53800	320	5 GAL SPRING WATER / FIRE		
60743	7/11/2022	\$ 50.25	MT. SHASTA SPRING WATER	400207	214	52100	710	5 GAL PURIFIED / POLICE		
60743	7/11/2022	\$ 25.15	MT. SHASTA SPRING WATER	401934	101	52100	230	5 GAL SPRING WATER / FINANCE		
<b>60743 Total</b>		\$ 93.59								
60744	7/11/2022	\$ 199,305.00	NCCSIF TREASURER	2562	101	52800	230	LIABILITY ADMIN. DEPOSITS		
60744	7/11/2022	\$ 99,653.00	NCCSIF TREASURER	2562	410	52800	670	LIABILITY ADMIN. DEPOSITS		
60744	7/11/2022	\$ 99,653.00	NCCSIF TREASURER	2562	430	52800	690	LIABILITY ADMIN. DEPOSITS		
60744	7/11/2022	\$ 516.62	NCCSIF TREASURER	2581	101	51150	110	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 2,393.47	NCCSIF TREASURER	2581	101	51150	210	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 1,009.54	NCCSIF TREASURER	2581	101	51150	215	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 1,225.00	NCCSIF TREASURER	2581	101	51150	220	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 3,797.95	NCCSIF TREASURER	2581	101	51150	230	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ -	NCCSIF TREASURER	2581	101	51150	310	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 6,220.12	NCCSIF TREASURER	2581	101	51150	320	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 3,163.81	NCCSIF TREASURER	2581	101	51150	630	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 555.27	NCCSIF TREASURER	2581	101	51150	640	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 1,643.72	NCCSIF TREASURER	2581	101	51150	650	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 12,144.29	NCCSIF TREASURER	2581	101	51150	710	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 2,448.53	NCCSIF TREASURER	2581	410	51150	670	WORKERS COMPENSATION ADMIN. DEPOSIT		
60744	7/11/2022	\$ 3,168.43	NCCSIF TREASURER	2581	430	51150	690	WORKERS COMPENSATION ADMIN. DEPOSIT		
<b>60744 Total</b>		\$ 436,897.75								
60745	7/11/2022	\$ 5,764.69	NOR CAL RENTALS & SALES I	23485	410	57100	670	TRUCK BED - WATER		
60745	7/11/2022	\$ 5,764.69	NOR CAL RENTALS & SALES I	23485	430	57100	690	TRUCK BED - SEWER		
<b>60745 Total</b>		\$ 11,529.38								
60746	7/12/2022	\$ 57.83	ON-SITE SAFETY SERVICES,	44002	101	52150	320	MEDICAL SUPPLIES / FIRE		
<b>60746 Total</b>		\$ 57.83								
60747	7/11/2022	\$ 203.68	PACE SUPPLY CORP.	7/11/2022	410	52720	670	EQUIPMENT MAINTENANCE / WATER		
<b>60747 Total</b>		\$ 203.68								
60748	7/11/2022	\$ 42.56	PACIFIC STORAGE COMPANY	5114854	214	52100	710	SERVICE 64 GAL TOTE / POLICE		
<b>60748 Total</b>		\$ 42.56								
60749	7/11/2022	\$ 36,996.17	PAC MACHINE COMPANY, INC.	87191	430	52700	690	BUILDING MAINT. / SEWER		
<b>60749 Total</b>		\$ 36,996.17								
60750	7/11/2022	\$ 384.38	PAPE MACHINERY	391323	101	52720	650	EQUIPMENT MAINT. / PARKS		
60750	7/11/2022	\$ 418.91	PAPE MACHINERY	391368	101	52720	650	REPLACE TELESCOPING TUBE / PARKS		
60750	7/11/2022	\$ 178.53	PAPE MACHINERY	13695413	101	52720	650	MOWER BLADE / PARKS		
<b>60750 Total</b>		\$ 981.82								
60751	7/11/2022	\$ 6,383.86	WYATT PAXTON	560	101	52500	310	JUNE 2022 EMAILS, INSPECTIONS / BLDG. INSPECTOR		
<b>60751 Total</b>		\$ 6,383.86								
60752	7/11/2022	\$ 8,625.00	PYRO SPECTACULARS NORTH I	7397	101	53400	215	FIREWORKS DISPLAY JULY 2022 / ECON. DEV.		
<b>60752 Total</b>		\$ 8,625.00								
60753	7/12/2022	\$ 11.18	QUILL CORPORATION	26087218	101	52100	710	OFFICE SUPPLIES / POLICE		
60753	7/12/2022	\$ 13.10	QUILL CORPORATION	26124230	101	52100	710	OFFICE SUPPLIES / POLICE		

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60753	7/12/2022	\$ 552.25	QUILL CORPORATION	26129492	101	52100	710	OFFICE SUPPLIES / POLICE		
<b>60753 Total</b>		\$ 576.53								
60754	7/11/2022	\$ 166.95	READING OIL, INC.	316420	101	52720	630	PROPANE / STREETS		
<b>60754 Total</b>		\$ 166.95								
60755	7/11/2022	\$ 50.00	CECILIA RUIZ	PO 65867	101	53800	640	REFUND FOR SOCCER / RECREATION		
<b>60755 Total</b>		\$ 50.00								
60756	7/12/2022	\$ 230.00	STATE WATER RESOURCES	PO 65212	430	51300	690	JEREMY CAIN III TEST / SEWER		
<b>60756 Total</b>		\$ 230.00								
60757	7/11/2022	\$ 2,811.00	SUN RIDGE SYSTEMS, INC.	7083	101	53300	710	ANNUAL SUPPORT SVC JULY 01, 2022-JUNE 30, 2023		
<b>60757 Total</b>		\$ 2,811.00								
60758	7/12/2022	\$ 65.67	SUPERIOR TIRE SERVICE	276932	430	52720	690	FLAT REPAIR / SEWER		
<b>60758 Total</b>		\$ 65.67								
60759	7/12/2022	\$ 230.00	SWRCB-DWOC	PO 65211	430	51300	690	TIM BYBEE III TEST / SEWER		
<b>60759 Total</b>		\$ 230.00								
60760	7/11/2022	\$ 2,359.50	THE HOSE SHOP	73959	430	52700	690	AIR/WATER HOSE / SEWER		
<b>60760 Total</b>		\$ 2,359.50								
60761	7/11/2022	\$ 380.00	TIM GANGL WEB DEVELOPMENT	SITE006	101	52500	215	UPDATING NEWSLETTER, REC PROGRAM, ECT- ECON. DEV.		
<b>60761 Total</b>		\$ 380.00								
60762	7/11/2022	\$ 75.00	TRANSUNION RISK AND ALTER	7/11/2022	214	52500	710	MINIMUM USAGE / POLICE		
<b>60762 Total</b>		\$ 75.00								
60763	7/13/2022	\$ 279.90	TRI COUNTIES BANK	7/13/2022	101	52100	210	ZOOM / ADMIN SERVICES		
60763	7/13/2022	\$ 34.28	TRI COUNTIES BANK	7/13/2022	253	52110	640	AMAZON SUPPLIES FOR POOL / REC		
60763	7/13/2022	\$ 58.98	TRI COUNTIES BANK	7/13/2022	253	52110	640	AMAZON SUPPLIES FOR POOL / REC		
60763	7/13/2022	\$ 455.97	TRI COUNTIES BANK	7/13/2022	430	53200	690	SUCCEEDNET / SEWER		
60763	7/13/2022	\$ 39.66	TRI COUNTIES BANK	7/13/2022	253	52110	640	AMAZON / REC		
60763	7/13/2022	\$ 34.42	TRI COUNTIES BANK	7/13/2022	101	51300	230	DON HABANEROS / FINANCE		
60763	7/13/2022	\$ 34.43	TRI COUNTIES BANK	7/13/2022	101	51300	220	DON HABANEROS / PLANNING		
60763	7/13/2022	\$ 257.63	TRI COUNTIES BANK	7/13/2022	253	52720	640	AMAMZON / REC		
60763	7/13/2022	\$ 22.52	TRI COUNTIES BANK	7/13/2022	253	52720	640	AMAMZON / REC		
60763	7/13/2022	\$ 43.90	TRI COUNTIES BANK	7/13/2022	253	52720	640	AMAMZON / REC		
60763	7/13/2022	\$ 29.00	TRI COUNTIES BANK	7/13/2022	214	52100	710	WHEN I WORK / POLICE		
60763	7/13/2022	\$ 468.98	TRI COUNTIES BANK	7/13/2022	214	51300	710	HOLIDAY INN EXPRESS / POLICE		
60763	7/13/2022	\$ 14.01	TRI COUNTIES BANK	7/13/2022	214	52100	710	AMAZON / POLICE		
60763	7/13/2022	\$ 337.50	TRI COUNTIES BANK	7/13/2022	214	51300	710	AXON / POLICE		
60763	7/13/2022	\$ 150.14	TRI COUNTIES BANK	7/13/2022	101	52140	710	BORWNELLS / POLICE		
60763	7/13/2022	\$ 179.88	TRI COUNTIES BANK	7/13/2022	101	52100	320	ADOBE / POLICE		
60763	7/13/2022	\$ 31.96	TRI COUNTIES BANK	7/13/2022	101	53800	320	SAV MOR / FIRE		
60763	7/13/2022	\$ 175.89	TRI COUNTIES BANK	7/13/2022	101	53800	320	ROCCO'S / FIRE		
60763	7/13/2022	\$ 592.61	TRI COUNTIES BANK	7/13/2022	221	53200	320	LOVES (SIGNAL BOOSTER) / FIRE		
60763	7/13/2022	\$ 592.61	TRI COUNTIES BANK	7/13/2022	221	53200	320	LOVES (SIGNAL BOOSTER) / FIRE		
60763	7/13/2022	\$ 15.00	TRI COUNTIES BANK	7/13/2022	101	52500	215	BUFFER / ECON. DEV.		
60763	7/13/2022	\$ 9.99	TRI COUNTIES BANK	7/13/2022	101	52500	215	ADOBE / ECON. DEV.		
60763	7/13/2022	\$ 45.00	TRI COUNTIES BANK	7/13/2022	101	52500	215	CONSTANT CONTACT / ECON. DEV.		
<b>60763 Total</b>		\$ 3,904.26								

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60764	7/11/2022	\$ 718.36	USA BLUEBOOK	11198	410	52520	670	TESTING / WATER		
60764	7/11/2022	\$ 323.98	USA BLUEBOOK	13019	430	52520	690	TESTING / SEWER		
60764	7/11/2022	\$ 46.80	USA BLUEBOOK	27995	430	52720	690	EQUIPMENT MAINT. / SEWER		
60764	7/13/2022	\$ 679.81	USA BLUEBOOK	33860	430	52720	690	REPLACEMENT MEMBRANE / SEWER		
60764	7/13/2022	\$ 3,535.05	USA BLUEBOOK	35556	430	52720	690	DIGITAL CONTROLLER / SEWER		
<b>60764 Total</b>		\$ 5,304.00								
60765	7/11/2022	\$ 502.95	U. S. POST OFFICE	7/11/2022	410	52100	670	BULK POSTAGE FOR UTILITY BILLS/WATER		
60765	7/11/2022	\$ 502.95	U. S. POST OFFICE	7/11/2022	430	52100	690	BULK POSTAGE FOR UTILITY BILLS/ SEWER		
<b>60765 Total</b>		\$ 1,005.90								
60766	7/11/2022	\$ 45.00	VALLEY TOXICOLOGY SERVICE	4513	214	52500	710	BLOWS-- JUNE / POLICE		
<b>60766 Total</b>		\$ 45.00								
60767	7/11/2022	\$ 2,250.00	VIKING WOODWORKS & LEARNI	277	101	53600	640	SUMMER CAMP JULY MAD SCIENCE / RECREATION		
<b>60767 Total</b>		\$ 2,250.00								
60768	7/12/2022	\$ 60.00	COLUSA COUNTY PIONEER REV	2022-0680	101	53100	230	LEGAL NOTICE SOLID WASTE DELINQUENT / FINANCE		
60768	7/11/2022	\$ 850.00	COLUSA COUNTY PIONEER REV	2022-0689	101	53100	215	4TH OF JULY CELEBRATION / ECON. DEV.		
60768	7/11/2022	\$ 48.00	COLUSA COUNTY PIONEER REV	2022-0698	101	53100	220	LEGAL NOTICE PLANNING COMMISSION / PLANNING		
60768	7/11/2022	\$ 60.00	COLUSA COUNTY PIONEER REV	2022-0700	101	53100	110	LEGAL NOTICE OF ELECTION / CITY CLERK		
60768	7/11/2022	\$ 72.00	COLUSA COUNTY PIONEER REV	2022-0701	660	53100	620	LEGAL NOTICE WALNUT RANCH DISTRICT / CITY ENGINEER		
60768	7/11/2022	\$ 72.00	COLUSA COUNTY PIONEER REV	2022-0702	253	53100	620	LEGAL NOTICE PARKS & TREES - CITY ENGINEER		
60768	7/11/2022	\$ 72.00	COLUSA COUNTY PIONEER REV	2022-0703	620	53100	620	LEGAL NOTICE HOBLIT PUBLIC FACILITY/ CITY ENGINEER		
60768	7/11/2022	\$ 72.00	COLUSA COUNTY PIONEER REV	2022-0704	610	53100	620	LEGAL NOTICE- COLUSA MEADOWS / CITY ENGINEER		
60768	7/11/2022	\$ 72.00	COLUSA COUNTY PIONEER REV	2022-0705	640	53100	620	LEGAL NOTICE FACILITIES DISTRICT/ CITY ENGINEER		
60768	7/13/2022	\$ 108.00	COLUSA COUNTY PIONEER REV	2022-0706	101	53100	220	LEGAL NOTICE- HUNNY POT FARMS / PLANNING		
60768	7/13/2022	\$ 60.00	COLUSA COUNTY PIONEER REV	2022-0707	101	53100	220	LEGAL NOTICE PATRICK BARROS / PLANNING		
60768	7/13/2022	\$ 60.00	COLUSA COUNTY PIONEER REV	2022-0708	101	53100	220	LEGAL NOTICE-ORGANIC CROP SOLUTIONS / PLANNING		
60768	7/13/2022	\$ 72.00	COLUSA COUNTY PIONEER REV	2022-0709	101	53100	220	LEGAL NOTICE-PLANNING COMMISSION N.LASHWAY		
60768	7/13/2022	\$ 60.00	COLUSA COUNTY PIONEER REV	2022-0714	101	53100	220	LEGAL NOTICE-SUTTER EQUITIES / PLANNING		
<b>60768 Total</b>		\$ 1,738.00								
60769	6/29/2022	\$ 111.23	BRIZIA MARTINEZ	000C20701	410	20310		MQ CUSTOMER REFUND FOR MAR0094		
<b>60769 Total</b>		\$ 111.23								
60770	7/20/2022	\$ 300.00	STEVEN DAVIS JR.	7/20/2022	101	53601	215	DJ SERVICE 4TH OF JULY EVENT / ECON D		
<b>60770 Total</b>		\$ 300.00								
60771	7/25/2022	\$ 2,925.00	SADIE ASH	7/25/2022	101	52500	640	PARKS & REC / REC		
60771	7/25/2022	\$ 325.00	SADIE ASH	7/25/2022	101	52500	215	COMMUNICATIONS / ECON. DEV.		
60771	7/25/2022	\$ 750.00	SADIE ASH	7/25/2022	101	52500	210	OPERATIONS / ADMIN SERVICES		
<b>60771 Total</b>		\$ 4,000.00								
60772	7/26/2022	\$ 150.30	CALIFORNIA BLDG STANDARDS	7/26/2022	101	52400	310	BUILDING STANDARDS FEE APRIL-JUNE 2022		
<b>60772 Total</b>		\$ 150.30								
60773	7/26/2022	\$ 495.00	CALIFORNIA RURAL WATER AS	5199	410	51300	670	EXPO ATTENDE-JESSE CAIN / WATER		
<b>60773 Total</b>		\$ 495.00								
60774	7/26/2022	\$ 367.56	DEPT. OF CONSERVATION	7/26/2022	101	52400	310	SEISMIC HAZARD MAPPING FEE APRIL-JUNE 2022		
<b>60774 Total</b>		\$ 367.56								
60775	7/26/2022	\$ 5.20	DIVISION OF THE STATE ARC	7/26/2022	101	52800	230	DISABILITY ACCESS & EDUCATION FEE 04/2022-06/2022		
<b>60775 Total</b>		\$ 5.20								



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60776	7/25/2022	\$ 5,537.10	EMPLOYMENT DEVELOPMENT DE	7/25/2022	101	51140	215	UNEMPLOYMENT INS. BENEFIT 1/1/22-3/31/22		
<b>60776 Total</b>		\$ 5,537.10								
60777	7/26/2022	\$ 2,520.38	STALKER RADAR	S273207	214	57100	710	ANTENNA RADAR SYSTEM- POLICE		
<b>60777 Total</b>		\$ 2,520.38								
60778	7/25/2022	\$ 84.00	COLUSA COUNTY ENVIRONMENT	PO 65192	101	53601	215	COMMUNITY EVENT COORDINATOR AUG 6TH TACO FEST		
<b>60778 Total</b>		\$ 84.00								
60779	7/25/2022	\$ 1,920.00	NICHOLAS ALEXIS KAPLAN	PO 65216	221	50106	320	STRIKE TEAM 6/29-7/1/22 RICES FIRE		
<b>60779 Total</b>		\$ 1,920.00								
60780	7/25/2022	\$ 800.00	TRUE MANAGEMENT SERVICES,	PO 65198	101	53600	640	CONCERT IN THE PARK PERFORMANCE 7/28/22- REC		
<b>60780 Total</b>		\$ 800.00								
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28533	430	52520	690	TESTING / SEWER		
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28540	430	52520	690	TESTING / SEWER		
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28542	430	52520	690	TESTING / SEWER		
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28559	430	52520	690	TESTING / SEWER		
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28570	430	52520	690	TESTING / SEWER		
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28575	430	52520	690	TESTING / SEWER		
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28602	430	52520	690	TESTING / SEWER		
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28607	430	52520	690	TESTING / SEWER		
60781	7/25/2022	\$ 60.00	CITY OF YUBA CITY	28617	430	52520	690	TESTING / SEWER		
<b>60781 Total</b>		\$ 540.00								
60782	7/25/2022	\$ 30.00	FRUIT GROWERS LABORATORY	274219A	410	52520	670	TESTING / WATER		
60782	7/25/2022	\$ 138.00	FRUIT GROWERS LABORATORY	274220A	430	52520	690	TESTING / SEWER		
60782	7/25/2022	\$ 55.00	FRUIT GROWERS LABORATORY	274255A	430	52520	690	TESTING / SEWER		
60782	7/25/2022	\$ 55.00	FRUIT GROWERS LABORATORY	274436A	430	52520	690	TESTING / SEWER		
60782	7/25/2022	\$ 55.00	FRUIT GROWERS LABORATORY	274604A	430	52520	690	TESTING / SEWER		
60782	7/25/2022	\$ 30.00	FRUIT GROWERS LABORATORY	274611A	410	52520	670	TESTING / WATER		
60782	7/25/2022	\$ 138.00	FRUIT GROWERS LABORATORY	274612A	430	52520	690	TESTING / SEWER		
60782	7/25/2022	\$ 41.00	FRUIT GROWERS LABORATORY	274613A	430	52520	690	TESTING / SEWER		
60782	7/28/2022	\$ 55.00	FRUIT GROWERS LABORATORY	274812A	430	52520	690	TESTING / SEWER		
60782	7/25/2022	\$ 15.00	FRUIT GROWERS LABORATORY	274989A	410	52520	670	TESTING / WATER		
60782	7/25/2022	\$ 55.00	FRUIT GROWERS LABORATORY	275085A	430	52520	690	TESTING / SEWER		
60782	7/25/2022	\$ 55.00	FRUIT GROWERS LABORATORY	275107A	430	52520	690	TESTING / SEWER		
<b>60782 Total</b>		\$ 722.00								
60783	7/25/2022	\$ 3,892.24	JONES MAYER	110730	101	52500	240	GENERAL RETAINER		
60783	7/25/2022	\$ 3,892.24	JONES MAYER	110730	410	52500	240	WATER FUND RETAINER		
60783	7/25/2022	\$ 3,834.15	JONES MAYER	110730	430	52500	240	SEWER FUND RETAINER		
60783	7/25/2022	\$ 39.37	JONES MAYER	110730	101	52500	240	COUNTY/CIP LIT		
<b>60783 Total</b>		\$ 11,658.00								
60784	7/25/2022	\$ 56.53	GEORGE L. MESSICK CO.	560354/1	253	52700	640	BUILDING MAINTENANCE / REC		
60784	7/25/2022	\$ 8.57	GEORGE L. MESSICK CO.	560613/1	253	52110	640	SUPPLIES / REC		
60784	7/25/2022	\$ 26.80	GEORGE L. MESSICK CO.	560661/1	253	52110	640	SUPPLIES / REC		
60784	7/25/2022	\$ 8.57	GEORGE L. MESSICK CO.	560680/1	253	52700	640	BUILDING MAINTENANCE / REC		
60784	7/26/2022	\$ 34.31	GEORGE L. MESSICK CO.	560714/1	410	52720	670	EQUIPMENT MAINT. / WATER		
60784	7/25/2022	\$ 37.49	GEORGE L. MESSICK CO.	560733/1	101	52700	650	BUILDING MAINTENNCE / PARKS		

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60784	7/26/2022	\$ 91.13	GEORGE L. MESSICK CO.	560752/1	430	52110	690	SUPPLIES / SEWER		
60784	7/25/2022	\$ 10.29	GEORGE L. MESSICK CO.	560775/1	101	52110	650	SUPPLIES / PARKS		
60784	7/26/2022	\$ 34.30	GEORGE L. MESSICK CO.	560885/1	410	52110	670	SUPPLIES / WATER		
60784	7/26/2022	\$ 65.38	GEORGE L. MESSICK CO.	560929/1	430	52720	690	EQUIPMENT MAINTENANCE / SEWER		
60784	7/25/2022	\$ 9.64	GEORGE L. MESSICK CO.	561265/1	101	52700	610	BUILDING MAINTENANCE / CITY HALL		
60784	7/25/2022	\$ 29.91	GEORGE L. MESSICK CO.	561375/1	253	52110	640	SUPPLIES / REC		
60784	7/25/2022	\$ 804.38	GEORGE L. MESSICK CO.	561406/1	101	52110	650	SUPPLIES / PARKS		
60784	7/25/2022	\$ 7.50	GEORGE L. MESSICK CO.	561408/1	253	52110	640	SUPPLIES / REC		
60784	7/25/2022	\$ 13.92	GEORGE L. MESSICK CO.	561438/1	101	52110	630	SUPPLIES / STREETS		
60784	7/25/2022	\$ 32.16	GEORGE L. MESSICK CO.	561542/1	101	52700	650	EQUIPMENT MAINTENANCE / PARKS		
60784	7/25/2022	\$ 28.94	GEORGE L. MESSICK CO.	562552/1	101	52110	650	SUPPLIES / PARKS		
60784	7/25/2022	\$ 24.66	GEORGE L. MESSICK CO.	563026/1	101	52700	650	BUILDING MAINTENANCE / PARKS		
60784	7/25/2022	\$ 16.08	GEORGE L. MESSICK CO.	563057/1	310	52700	650	BUILDING MAINTENANCE / PARKS		
60784	7/26/2022	\$ 201.92	GEORGE L. MESSICK CO.	K60330/1	430	52720	690	EQUIPMENT MAINTENANCE / SEWER		
60784	7/25/2022	\$ 16.63	GEORGE L. MESSICK CO.	K61781/1	253	52700	640	BUILDING MAINTENANCE / REC		
60784	7/25/2022	\$ 23.58	GEORGE L. MESSICK CO.	K61782/1	253	52260	640	CHEMICALS / REC		
60784	7/25/2022	\$ 35.37	GEORGE L. MESSICK CO.	K61804/1	101	52100	630	SUPPLIES / STREETS		
60784	7/25/2022	\$ 10.71	GEORGE L. MESSICK CO.	K62941/1	101	52110	650	SUPPLIES / PARKS		
60784	7/25/2022	\$ 8.57	GEORGE L. MESSICK CO.	K62985/1	101	52700	610	BUILDING MAINTENANCE / CITY HALL		
<b>60784 Total</b>		\$ 1,637.34								
60785	7/26/2022	\$ 22.00	MT. SHASTA SPRING WATER	400199	101	53300	630	5 GAL SPRING WATER / STREETS		
60785	7/25/2022	\$ 26.29	MT. SHASTA SPRING WATER	494157	101	53300	630	5 GAL SPRING WATER / STREETS		
<b>60785 Total</b>		\$ 48.29								
60786	7/26/2022	\$ 430.51	ALLIANT NETWORKING SERVIC	13932	101	52500	230	MAINTENANCE AGREEMENT AUG 2022		
60786	7/26/2022	\$ 430.51	ALLIANT NETWORKING SERVIC	13932	410	52500	230	MAINTENANCE AGREEMENT AUG 2022		
60786	7/26/2022	\$ 430.52	ALLIANT NETWORKING SERVIC	13932	430	52500	230	MAINTENANCE AGREEMENT AUG 2022		
<b>60786 Total</b>		\$ 1,291.54								
60787	7/26/2022	\$ 136.00	JOHN BURGER HEATING AND A	62313	101	52700	610	PERFORMED SYSTEM DIAGNOSTIC / CITY HALL		
<b>60787 Total</b>		\$ 136.00								
60788	7/25/2022	\$ 4,113.75	CBS LEASING COMPANY	32004298	214	53300	710	AGREEMENT PAYMENT / POLICE		
<b>60788 Total</b>		\$ 4,113.75								
60789	7/25/2022	\$ 1,455.82	CHARLIE'S ELECTRIC, INC	22134	101	52700	630	WIRE NEW VEHICLE LIFT / STREETS		
<b>60789 Total</b>		\$ 1,455.82								
60790	7/25/2022	\$ 8.25	DERODA INC.	66185	101	52720	630	EQUIPMENT MAINTENANCE / STREETS		
60790	7/25/2022	\$ 41.76	DERODA INC.	66324	101	52720	630	EQUIPMENT MAINTENANCE / STREETS		
60790	7/25/2022	\$ 20.41	DERODA INC.	66381	101	52720	630	EQUIPMENT MAINTENANCE / STREETS		
<b>60790 Total</b>		\$ 70.42								
60791	7/25/2022	\$ 236.81	COMCAST	7/25/2022	101	53200	230	SERVICES FROM 7/13/22-8/12/22 / FINANCE		
<b>60791 Total</b>		\$ 236.81								
60792	7/25/2022	\$ 160.72	FRONTIER	7/25/2022	101	53200	230	Communications		
60792	7/25/2022	\$ 93.59	FRONTIER	7/25/2022	101	53200	220	Communications		
60792	7/25/2022	\$ 93.59	FRONTIER	7/25/2022	101	53200	610	Communications		
60792	7/25/2022	\$ 53.77	FRONTIER	7/25/2022	101	53200	230	Communications		
60792	7/25/2022	\$ 53.77	FRONTIER	7/25/2022	101	53200	220	Communications		

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60792	7/25/2022	\$ 53.77	FRONTIER	7/25/2022	101	53200	650	Communications		
60792	7/25/2022	\$ 53.77	FRONTIER	7/25/2022	410	53200	670	Communications		
60792	7/25/2022	\$ 53.77	FRONTIER	7/25/2022	430	53200	690	Communications		
60792	7/25/2022	\$ 53.77	FRONTIER	7/25/2022	101	53200	310	Communications		
60792	7/25/2022	\$ 53.78	FRONTIER	7/25/2022	101	53200	640	Communications		
60792	7/25/2022	\$ 617.11	FRONTIER	7/25/2022	101	53200	710	Communications		
60792	7/25/2022	\$ 222.38	FRONTIER	7/25/2022	101	53200	320	Communications		
60792	7/25/2022	\$ 117.27	FRONTIER	7/25/2022	101	53200	630	Communications		
60792	7/25/2022	\$ 117.27	FRONTIER	7/25/2022	101	53200	650	Communications		
60792	7/25/2022	\$ 160.36	FRONTIER	7/25/2022	410	53200	670	Communications		
60792	7/25/2022	\$ 409.80	FRONTIER	7/25/2022	430	53200	690	Communications		
60792	7/25/2022	\$ 157.86	FRONTIER	7/25/2022	253	53200	640	Communications		
<b>60792 Total</b>		\$ 2,526.35								
60793	7/26/2022	\$ 1,661.14	HdL Coren & Cone	SIN019885	101	52500	230	CONTRACT SVC PROPERTY TAX:JULY-SEPT 2022		
<b>60793 Total</b>		\$ 1,661.14								
60794	7/26/2022	\$ 2,461.30	LINCOLN AQUATICS	SNO085503	253	52250	640	CHLORINE / REC		
<b>60794 Total</b>		\$ 2,461.30								
60795	7/25/2022	\$ 792.00	MASA GLOBAL BUILDING	1279137	101	22550		MEDICAL AIR SERVICES		
<b>60795 Total</b>		\$ 792.00								
60796	7/25/2022	\$ 9.61	GEORGE L. MESSICK CO.	563427/1	101	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 4.27	GEORGE L. MESSICK CO.	563590/1	101	52700	650	BUILDING MAINTENANCE / PARKS		
60796	7/25/2022	\$ 30.53	GEORGE L. MESSICK CO.	563624/1	101	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 13.32	GEORGE L. MESSICK CO.	563634/1	101	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 21.43	GEORGE L. MESSICK CO.	563976/1	101	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 0.74	GEORGE L. MESSICK CO.	563982/1	101	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 80.43	GEORGE L. MESSICK CO.	564006/1	101	52700	650	BUILDING MAINTENANCE / PARKS		
60796	7/25/2022	\$ 34.20	GEORGE L. MESSICK CO.	564053/1	101	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 4.28	GEORGE L. MESSICK CO.	564057/1	101	52110	630	SUPPLIES / STREETS		
60796	7/25/2022	\$ 47.17	GEORGE L. MESSICK CO.	564127/1	101	52720	650	EQUIPMENT MAINTENANCE / PARKS		
60796	7/25/2022	\$ 1.49	GEORGE L. MESSICK CO.	564153/1	310	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 191.96	GEORGE L. MESSICK CO.	564188/1	253	52700	640	BUILDING MAINTENANCE / REC		
60796	7/25/2022	\$ 227.31	GEORGE L. MESSICK CO.	564188/1	253	52250	640	CHLORINE / REC		
60796	7/25/2022	\$ 22.89	GEORGE L. MESSICK CO.	564225/1	310	52700	650	BUILDING MAINT. / PARKS		
60796	7/25/2022	\$ 37.52	GEORGE L. MESSICK CO.	564246/1	310	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 42.87	GEORGE L. MESSICK CO.	564279/1	253	52250	640	CHLORINE / REC		
60796	7/25/2022	\$ 18.22	GEORGE L. MESSICK CO.	564324/1	101	52720	650	EQUIPMENT MAINT. / PARKS		
60796	7/25/2022	\$ 8.97	GEORGE L. MESSICK CO.	564333/1	310	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 2.27	GEORGE L. MESSICK CO.	564335/1	101	52720	650	EQUIPMENT MAINTENANCE / PARKS		
60796	7/25/2022	\$ 3.21	GEORGE L. MESSICK CO.	564338/1	310	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 2.98	GEORGE L. MESSICK CO.	564348/1	310	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 93.28	GEORGE L. MESSICK CO.	564549/1	101	52700	630	BUILDING MAINTENANCE / STREETS		
60796	7/25/2022	\$ 53.61	GEORGE L. MESSICK CO.	564551/1	101	52700	610	BUILDING MAINTENANCE / CITY HALL		
60796	7/25/2022	\$ 8.57	GEORGE L. MESSICK CO.	564641/1	101	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 837.60	GEORGE L. MESSICK CO.	564675/1	101	52110	650	SUPPLIES / PARKS		

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60796	7/25/2022	\$ 40.69	GEORGE L. MESSICK CO.	564712/1	101	52110	650	SUPPLIES / PARKS		
60796	7/25/2022	\$ 53.60	GEORGE L. MESSICK CO.	564820/1	310	52110	650	SUPPLIES / STATE PARK		
<b>60796 Total</b>		\$ 1,893.02								
60797	7/25/2022	\$ 509.62	NORTHERN CALIFORNIA WATER	10175	410	52400	670	2022 VOTING MEMBERSHIP FIANL INSTALLMENT/ WATER		
<b>60797 Total</b>		\$ 509.62								
60798	7/25/2022	\$ 335.05	PACE SUPPLY CORP.	87880368	410	52700	670	BUILDING MAINTENANCE / WATER		
<b>60798 Total</b>		\$ 335.05								
60799	7/25/2022	\$ 45.85	VERIZON WIRELESS	7/25/2022	310	53200	650	CITY CELL PHONES		
60799	7/25/2022	\$ 394.37	VERIZON WIRELESS	7/25/2022	101	53200	710	CITY CELL PHONES		
60799	7/25/2022	\$ 86.99	VERIZON WIRELESS	7/25/2022	410	53200	670	CITY CELL PHONES		
60799	7/25/2022	\$ 167.32	VERIZON WIRELESS	7/25/2022	430	53200	690	CITY CELL PHONES		
60799	7/25/2022	\$ 81.16	VERIZON WIRELESS	7/25/2022	101	53200	650	CITY CELL PHONES		
60799	7/25/2022	\$ 146.84	VERIZON WIRELESS	7/25/2022	101	53200	630	CITY CELL PHONES		
60799	7/25/2022	\$ 89.42	VERIZON WIRELESS	7/25/2022	101	53200	210	CITY CELL PHONES		
<b>60799 Total</b>		\$ 1,011.95								
60800	7/26/2022	\$ 2,250.00	VIKING WOODWORKS & LEARNI	278	101	53600	640	SUMMER CAMP AUGUST ART 2022 / REC		
<b>60800 Total</b>		\$ 2,250.00								
60801	7/25/2022	\$ 272.41	XEROX CORPORATIONS	3335200	101	53300	215	LEASE PAYMENT 06/18-07/17		
60801	7/25/2022	\$ 272.41	XEROX CORPORATIONS	3335200	101	53300	220	LEASE PAYMENT 06/18-07/17		
60801	7/25/2022	\$ 272.43	XEROX CORPORATIONS	3335200	101	53300	230	LEASE PAYMENT 06/18-07/17		
<b>60801 Total</b>		\$ 817.25								
<b>Grand Total</b>		\$ 670,966.76								

## ORDINANCE NO.554

### AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND HUNNY POT FARMS RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2949 NIAGARA AVENUE IN COLUSA

The City Council of the City of Colusa does ordain as follows:

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because the Project is exempt from further environmental review under CEQA. City of Colusa Planning Staff have concluded with certainty that the Project would have no significant effect on the environment, pursuant to Guidelines Section 15061 (b) (3), because there is no development associated with the proposed draft Ordinance.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the property located at 2949 Niagara Avenue (“Site”).

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on April 13, 2022, passed a resolution by a vote of 5-0 recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance for the Development Agreement, attached hereto and incorporated by reference herein, by and between the City of Colusa and Hunny Pot Farms relative to the manufacturing of cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and Hunny Pot Farms relative to cannabis manufacturing on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on the 19<sup>th</sup> day of July 2022, by the following vote:

AYES: Hill, Ponciano, Conrado and Vaca,

NOES: None.

ABSENT: Reische.

ABSTAIN: None.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on the \_\_\_\_ day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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THOMAS REISCHE, MAYOR

ATTEST:

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SHELLY KITTLE, City Clerk

ATTACHED: DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND HUNNY POT FARMS

**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 this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Execution Date"), by and between the **CITY OF COLUSA, a California municipal corporation** ("City") and **Hunny Pot Farms, Inc.** ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

**RECITALS**

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner intends to develop, in phases, multiple buildings totaling 92,400 square feet on 5.94 acres of a currently vacant industrial lot (APN: 017-130-028-000) for the purposes of cannabis cultivation. Owner may expand operations in future phases to include other cannabis uses. The site is more fully described in Exhibit A and shown on the map in Exhibit B.
- D. Owner intends to operate a Cannabis Manufacturing Facility as defined in the City of Colusa City Code. Such Cannabis Manufacturing Facilities shall operate in accordance with the California State cannabis laws, creating a unified regulatory structure for adult use and medical cannabis. Prior to operating a cannabis facility,

Tenants shall be required to obtain a special use permit and regulatory permit from City. Owner and Tenants (if any) shall collectively be referred to in this Agreement as Developers.

- E. Ultimately, Developer intends to obtain all necessary state licenses issued pursuant to MAUCRSA to operate the Cannabis Manufacturing Facility at the Site once such licenses are being issued.
- F. Developers presently intend to develop and open a Cannabis Manufacturing Facility on the Site (featuring up to 92 employees) consistent with the California Marijuana Laws and Project Approvals (known as the “Project” as further described below).
- G. On July 18, 2017, City adopted Ordinance 519 permitting Cannabis Manufacturing Facilities in strict compliance with the applicable California laws regulating cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions. Currently, City is updating the City Code to comply with new State cannabis regulations that are in effect as of the date of this Agreement.
- H. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City quarterly fees based on the gross revenue of the Cannabis Manufacturing operations as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Manufacturing Facilities.
- I. The City of Colusa, as “Lead Agency,” has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- J. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan, zoning code and municipal ordinances.
- K. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date.



The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.

- L. The City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below.
- M. After conducting a duly noticed hearing on April 13, 2022, the Planning Commission of the City reviewed, considered and voted 5-0, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on, August 2, 2022 and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents.
- O. Production Fee. "Production Fee" shall mean any cannabis cultivation, processing, testing, distribution, and transportation of cannabis and cannabis products.

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

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word "Owner" as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, *e.g.*, changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

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

3. Term. Except as otherwise specified herein, the term of this Agreement (the "Term") is 10 years from the date the Owner begins commercial operation at the Project Site ("Operation Date"). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

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

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third-party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

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

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

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

3.2.2 Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Cannabis Manufacturing, notwithstanding that the Cannabis Manufacturing may not be in precise technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in Cannabis Manufacturing at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Developers on a form acceptable to the City's Director of Finance to report to the City of the Cannabis Manufacturing distribution and sales, as defined herein, in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly authorized officer of Owner.

4.2. Production Fee. "Production Fee" shall mean a quarterly fee remitted to the City by Owner based on the gross wholesale receipts of its operations, as defined below, in the amount of 3% of gross sales from operations to begin after 8 months of commencement of operation.

4.3. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.4. Land Use Regulations. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation

or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. "Land Use Regulations" do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.4.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.4.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.4.3. The control and abatement of nuisances.

4.4.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.4.5. The exercise of the power of eminent domain.

4.5. "Existing Land Use Regulations" means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.6. Operational Quarter. "Operational Quarter" shall mean any calendar quarter during which any gross revenue of the Project is produced.

5. Fee Payments by Owner. In consideration of City's entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Developers compliance with this Agreement, California medical marijuana laws and the City's municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Quarterly payments of the Production Fee by Owner to the City as specified in Section 6 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis Manufacturing operations.

6. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

6.1. Remittance of Fees; Certified Reports. Within thirty (30) calendar days following the end of each quarterly period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production and Manufacturing, Cultivation and Distribution Fees for that Operational Period as identified in the Certified Report. Owner shall pay Fees to the City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified

Report and any failure to pay Fees when due shall constitute events of default by Developers subject to the default provisions of this Agreement.

6.2. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

6.3. Audit. Within ninety (90) calendar days following the end of each Operational Quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers records regarding Certified Reports and the Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Fees, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production or Nursery Fees, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payment of Fees.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

7.1.1. Developer shall comply with all applicable state regulations governing its manufacturing operations. If permanent regulations are not in place at the time operations commence, Developer shall comply with whatever temporary, interim, or urgency regulations that are in effect pending the State's consideration and adoption of permanent regulations.

7.2. Enhanced Design Requirement. Owner shall submit a design plan for the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum, security fencing and landscaping improvements consistent with the policies in the City's General Plan.

7.3. Maintain & Operate Project. Owner and Tenants shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.

7.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the “Indemnified Parties”) harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers representatives at the “counter” at City Hall as expeditiously as reasonably possible. Upon Owner’s request, or if, in an exercise of City’s own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors (“Private Contractors”) to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner’s sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project’s development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City’s applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Manufacturing Operating Standards adopted by the City Council, which may be amended at the City’s discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner’s compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for,

including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") 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, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a

moratorium or to impose any other limitation that may affect the Project.

10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or



any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

#### 11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

12. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby

authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent which consent will not be unreasonably withheld, provided the entity receiving the Assignment is qualified to conduct business under all City codes and ordinances, and obtains all required state and City permits. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

17.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

17.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

18. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS] ), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

**If to City:** City of Colusa  
425 Webster Street  
Colusa CA 95932  
Attention: City Manager

With copy to: Jones & Mayer, City Attorney

8150 Sierra College Blvd., Suite 190  
Roseville California 95661  
Attention: Ryan R. Jones, Esq.

**If to Owner:** Hunny Pot Farms, Inc.  
2949 Niagara Ave  
Colusa, CA 95932

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

19. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. 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 Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

20. 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.

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

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

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

23. 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.

24. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

25. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner 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 Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

26. Encumbrances on Real Property.

26.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site 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 Site 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 Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

26.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

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

26.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.2, 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, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

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

27. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

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

29. 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.

30. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation

of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

31. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

32. 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 default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

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

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

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

36. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

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

38. 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.



39. 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.

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

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

***Signatures on Next Page***

“CITY”

CITY OF COLUSA, CA  
a California Municipal Corporation

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Mayor

Attest:

By: \_\_\_\_\_

City Clerk

*Approved as to form:*

Jones & Mayer

By: \_\_\_\_\_

Ryan R. Jones, Esq.  
City Attorney

“Authorized Agent”

Ray Davis

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Attorney for Owner

### 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

### 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

## EXHIBIT “A”

Item 4.

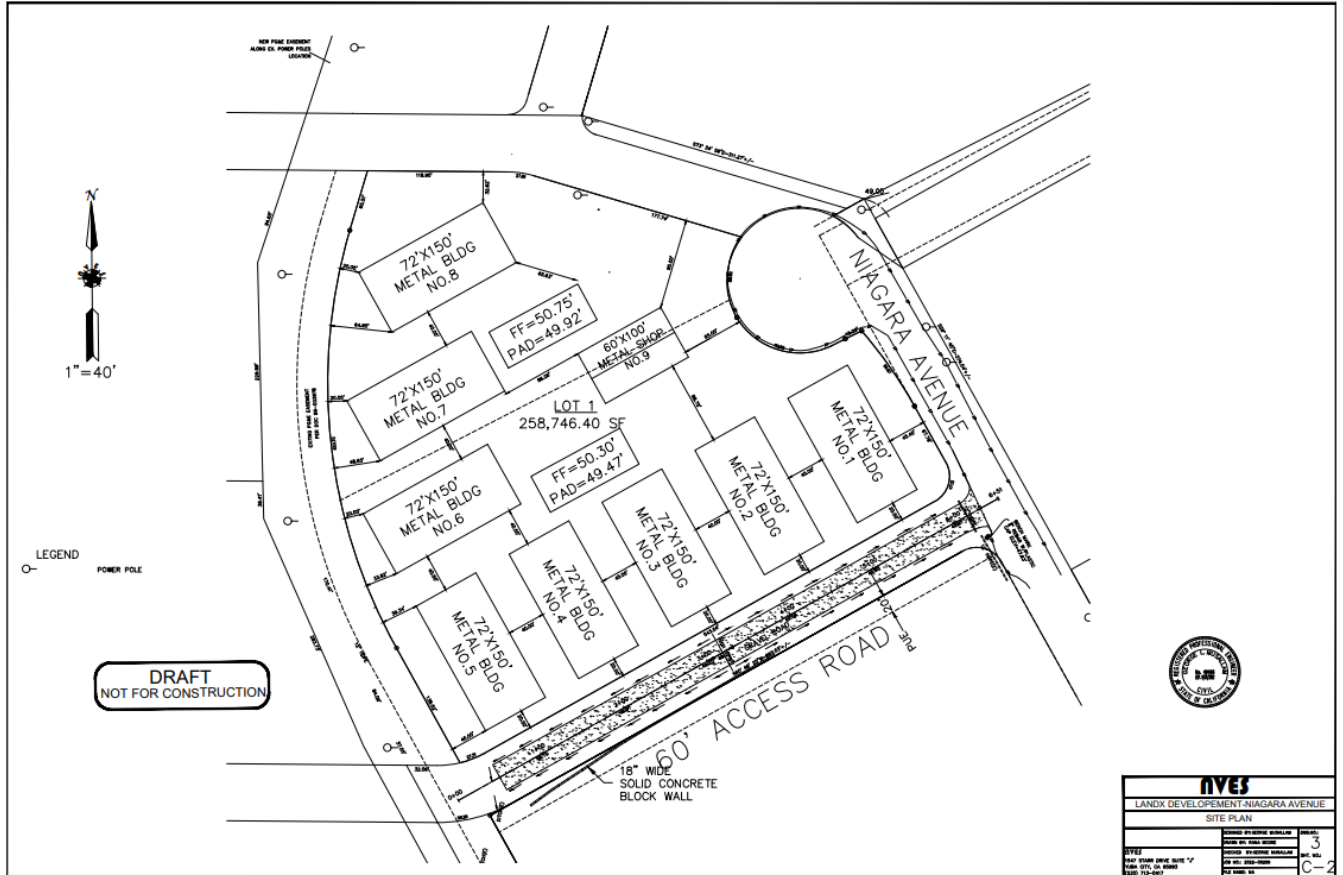
### Legal Description

pending

# EXHIBIT "B"

Item 4.

## Boundary Map



HUNNY POT FARMS, INC. / CITY OF COLUSA DEVELOPMENT AGREEMENT

Page 24 of 24



## City of Colusa California

### STAFF REPORT

**DATE:** August 16, 2022  
**TO:** Mayor Reische and member of the City Council  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: Public Hearing for the first reading of a proposed Ordinance approving a development agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2881 Niagara Avenue.

**Recommendation:** Council to Open the public hearing, and

Council to introduce, read by title only, and waive the full first reading of the proposed Ordinance: An Ordinance of the City Council of the City of Colusa approving a Development Agreement between the City of Colusa and RHF Partners, LLC Relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2881 Niagara Ave in Colusa

**Recommendation:** Council to adopt Resolution 22-\_\_\_\_ A Resolution of the City Council approving a Special Use Permit and a Regulatory Use Permit, Relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2881 Niagara Ave in Colusa

#### **BACKGROUND ANALYSIS:**

The subject property (the "Site") is located on 5 acres within the southern portion of the Colusa Industrial Park (CIP) at 2881 Niagara Avenue and surrounded by existing industrial land uses to the north, west and south. Agricultural land and undeveloped industrial properties are located to the west of the Site.

There are two existing buildings on the Site. One is approximately 50,000 square feet and not a part of this proposal. The other, Project building totals approximately 11,200 square feet within which the Owner plans to remodel, install equipment for, and operate a cannabis nursery at the Site (the "Project"). Sufficient paved parking space is available to accommodate the Project's 15 employees projected to work at the site. With approval of the Project, cannabis would be cultivated, dried and processed within the facility as described within their detailed business plan (attached). Finished cannabis products would be transported from the site from time to time.

RHF Partnership LLC (the “Owner”) requests a development agreement (“DA”), Cannabis Business Regulatory Permit, and Cannabis Business Special Use Permit approval as required by City Code to operate their cannabis business.

#### Development Agreement

As drafted, the term of the DA would last ten years. The DA contains mutually agreeable terms and provisions defining the obligations and contributions applicable to the City and the Owner. The DA establishes performance requirements, reporting and audition procedures, monetary compensation to the City (in the form of Production Fees), regulations, “City Covenants,” and specific development criteria of the project.

#### Use Permits

The extraction of cannabis products is considered “manufacturing,” and one of many permitted uses, within the City’s cannabis regulations, following approval of a DA, special use permit, and regulatory permit by the City Council. The scope of the Owner’s Project is limited to how it is described above in compliance with State and City regulations including the Zoning Ordinance. Multiple conditions of any use permit approval would apply to the project (if approved) and are included within the draft resolution. These include requiring detailed plans for security and safety, odor control, premises layout, and parking.

Staff considers the proposed use of the site, DA, special use permit and regulatory permit to be consistent with the City Code, Zoning Ordinance and General Plan

#### ENVIRONMENTAL REVIEW:

City Staff considers approval of this Development Agreement to be exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15332, which reads as follows:

*Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.*

*(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

*(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.*

*(c) The project site has no value, as habitat for endangered, rare or threatened species.*

*(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

*(e) The site can be adequately served by all required utilities and public services.*

Staff considers the development of the Project to be exempt as provided above since for the following reasons: It is consistent with the general plan designation & policies as well as with applicable zoning designation and regulations; The Project Site, as previously developed, has no value, as habitat for endangered, rare or threatened species; Operations within the limited, 11,200-square-foot building with conditions would generate negligible traffic, noise, air quality, or water quality, impacts; and all utilities and public services are already at the Site.



**PUBLIC COMMENT:**

Staff received comments on the proposed Project.

**PLANNING COMMISSION ACTION:**

During their meeting of April 13, 2022, the Planning Commission considered a Planning Department staff report and public testimony in support of the Project. Following the public hearing, the Planning Commission voted 5-0 to pass a Resolution recommending City Council approval of the proposed DA. Under the City Code, the Planning Commission does not review cannabis-related use permits.

**BUDGET IMPACT:**

If adopted, this ordinance and DA may facilitate new sources of revenue (over a longer period of time) to the City of Colusa from future cannabis cultivation/manufacturing activities associated with this Project.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider the analysis, project staff report, and public testimony. Should the City Council support such analysis and the proposed project, staff recommends that the City Council approve the following:

1. FIRST READING BY TITLE ONLY AND SET FOR SECOND READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND RHF PARTNERS, LLC RELATIVE TO THE ESTABLISHMENT AND OPERATION OF A CANNABIS MANUFACTURING / BUSINESS FACILITY LOCATED AT 2881 NIAGARA AVE. IN COLUSA
2. A RESOLUTION OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT AND A REGULATORY USE PERMIT, RELATIVE TO THE ESTABLISHMENT AND OPERATION OF A CANNABIS MANUFACTURING / BUSINESS FACILITY LOCATED AT 2881 NIAGARA AVE. IN COLUSA

**ATTACHMENT:**

Ordinance No \_\_\_\_ approving Development Agreement

Resolution No \_\_\_\_ for Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF COLUSA AND RHF PARTNERSHIP, LLC  
RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING FACILITY  
LOCATED AT 2881 NIAGARA AVENUE IN COLUSA

The City Council of the City of Colusa does ordain as follows:

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because the Project is exempt from further environmental review under CEQA. City of Colusa Planning Staff have concluded with certainty that the Project would have no significant effect on the environment, pursuant to Guidelines Section 15061 (b) (3), because there is no development associated with the proposed draft Ordinance.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the property located at 2881 Niagara Avenue (“Site”).

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on April 13, 2022, passed a resolution by a vote of 5-0 recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance for the Development Agreement, attached hereto and incorporated by reference herein, by and between the City of Colusa and RHF Partnership, LLC relative to the manufacturing of cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and RHF Partnership, LLC relative to cannabis manufacturing on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

ATTEST:

\_\_\_\_\_  
SHELLY KITTLE, City Clerk

First Reading:

Second Reading:

Effective Date:

ATTACHED:

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND RHF PARTNERSHIP, LLC

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Colusa  
425 Webster Street  
Colusa, CA 95932

Attention: City Clerk

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

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Execution Date"), by and between the **CITY OF COLUSA, a California municipal corporation** ("City") and **RHF Partnership LLC.** ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

**RECITALS**

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner intends to convert, through the course of two phases, an existing 11,200-square-foot industrial building at 2881 Niagara Avenue (APN: 017-130-012-000) into a cannabis manufacturing facility for the purposes of cannabis cultivation. Owner may expand operations in future phases to include other cannabis uses. The site is more fully described in Exhibit A and shown on the map in Exhibit B.
- D. Owner intends to operate a Cannabis Manufacturing Facility as defined in the City of Colusa City Code. Such Cannabis Manufacturing Facilities shall operate in accordance with the California State cannabis laws, creating a unified regulatory structure for adult use and medical cannabis. Prior to operating a cannabis facility,

Tenants shall be required to obtain a special use permit and regulatory permit from City. Owner and Tenants (if any) shall collectively be referred to in this Agreement as Developers.

- E. Ultimately, Developer intends to obtain all necessary state licenses issued pursuant to MAUCRSA to operate the Cannabis Manufacturing Facility at the Site once such licenses are being issued.
- F. Developers presently intend to develop and open a Cannabis Manufacturing Facility on the Site (featuring up to 15 employees) consistent with the California Marijuana Laws and Project Approvals (known as the “Project” as further described below).
- G. On July 18, 2017, City adopted Ordinance 519 permitting Cannabis Manufacturing Facilities in strict compliance with the applicable California laws regulating cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions. Currently, City is updating the City Code to comply with new State cannabis regulations that are in effect as of the date of this Agreement.
- H. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City quarterly fees based on the gross revenue of the Cannabis Manufacturing operations as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Manufacturing Facilities.
- I. The City of Colusa, as “Lead Agency,” has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- J. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan, zoning code and municipal ordinances.
- K. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date.

The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.

- L. The City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below.
- M. After conducting a duly noticed hearing on April 13, 2022, the Planning Commission of the City reviewed, considered and voted 5-0, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on, May 17, 2022 and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents.
- O. Production Fee. "Production Fee" shall mean any cannabis cultivation, processing, testing, distribution, and transportation of cannabis and cannabis products.

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

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word "Owner" as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, *e.g.*, changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

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

3. Term. Except as otherwise specified herein, the term of this Agreement (the "Term") is 10 years from the date the Owner begins commercial operation at the Project Site ("Operation Date"). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

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

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

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

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

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

3.2.2 Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Cannabis Manufacturing, notwithstanding that the Cannabis Manufacturing may not be in precise technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in Cannabis Manufacturing at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Developers on a form acceptable to the City's Director of Finance to report to the City of the Cannabis Manufacturing distribution and sales, as defined herein, in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly authorized officer of Owner.

4.2. Production Fee. "Production Fee" shall mean a quarterly fee remitted to the City by Owner based on the gross wholesale receipts of its operations, as defined below, in the amount of 3% of gross sales from operations to begin after 8 months of commencement of operation.

4.3. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.4. Land Use Regulations. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation



or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. "Land Use Regulations" do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.4.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.4.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.4.3. The control and abatement of nuisances.

4.4.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.4.5. The exercise of the power of eminent domain.

4.5. "Existing Land Use Regulations" means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.6. Operational Quarter. "Operational Quarter" shall mean any calendar quarter during which any gross revenue of the Project is produced.

5. Fee Payments by Owner. In consideration of City's entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Developers compliance with this Agreement, California medical marijuana laws and the City's municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Quarterly payments of the Production Fee by Owner to the City as specified in Section 6 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis Manufacturing operations.

6. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

6.1. Remittance of Fees; Certified Reports. Within thirty (30) calendar days following the end of each quarterly period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production and Manufacturing, Cultivation and Distribution Fees for that Operational Period as identified in the Certified Report. Owner shall pay Fees to the City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified

Report and any failure to pay Fees when due shall constitute events of default by Developers subject to the default provisions of this Agreement.

6.2. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

6.3. Audit. Within ninety (90) calendar days following the end of each Operational Quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers records regarding Certified Reports and the Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Fees, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production or Nursery Fees, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payment of Fees.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

7.1.1. Developer shall comply with all applicable state regulations governing its manufacturing operations. If permanent regulations are not in place at the time operations commence, Developer shall comply with whatever temporary, interim, or urgency regulations that are in effect pending the State's consideration and adoption of permanent regulations.

7.2. Enhanced Design Requirement. Owner shall submit a design plan for the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum, security fencing and landscaping improvements consistent with the policies in the City's General Plan.

7.3. Maintain & Operate Project. Owner and Tenants shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.

7.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the “Indemnified Parties”) harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers representatives at the “counter” at City Hall as expeditiously as reasonably possible. Upon Owner’s request, or if, in an exercise of City’s own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors (“Private Contractors”) to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner’s sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project’s development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City’s applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Manufacturing Operating Standards adopted by the City Council, which may be amended at the City’s discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner’s compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for,

including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

## 9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referenda, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") 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, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a

moratorium or to impose any other limitation that may affect the Project.

10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or

any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

#### 11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

12. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby

authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City’s municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement (“Assignable Rights”) to a third party, a subordinate entity, or a related entity (make an “Assignment”) without the prior written consent of City in each instance, which consent which consent will not be unreasonably withheld, provided the entity receiving the Assignment is qualified to conduct business under all City codes and ordinances, and obtains all required state and City permits. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City’s prior written consent.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner’s good faith compliance with its terms (the “Periodic Review”). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

17.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

17.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

18. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS] ), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:



**If to City:** City of Colusa  
425 Webster Street  
Colusa CA 95932  
Attention: City Manager

With copy to: Jones & Mayer, City Attorney

8150 Sierra College Blvd., Suite 190  
Roseville California 95661  
Attention: Ryan R. Jones, Esq.

**If to Owner:** RHF Partnership, LLC.  
2881 Niagara Ave  
Colusa, CA 95932

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

19. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. 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 Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

20. 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.

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

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

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

23. 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.

24. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

25. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner 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 Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

26. Encumbrances on Real Property.

26.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site 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 Site 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 Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

26.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

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

26.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.2, 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, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

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

27. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

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

29. 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.

30. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation

of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

31. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

32. 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 default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

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

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

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

36. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

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

38. 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.

39. 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.

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

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

***Signatures on Next Page***

“CITY”

CITY OF COLUSA, CA  
a California Municipal Corporation

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Mayor

Attest:

By: \_\_\_\_\_

City Clerk

*Approved as to form:*

Jones & Mayer

By: \_\_\_\_\_

Ryan R. Jones, Esq.  
City Attorney

“Authorized Agent”

Brad Ravin

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

Paul Hand

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Attorney for Owner

### 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



### 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)

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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

**EXHIBIT “A”**  
**Legal Description**

pending

## EXHIBIT "B"

Item 5.

### Boundary Map



## RESOLUTION NO. 22-

### A RESOLUTION OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT AND A REGULATORY USE PERMIT, RELATIVE TO THE ESTABLISHMENT AND OPERATION OF A CANNABIS MANUFACTURING / BUSINESS FACILITY LOCATED AT 2881 NIAGARA AVE. IN COLUSA

Whereas, RHF Partners (the “Owner”) has applied to the City to develop and open a cannabis manufacturing facility at 2881 Niagara Ave, Colusa, CA consistent with California laws regulating cannabis manufacturing (the “Project”); and

Whereas, the Project will include cultivation, drying and processing and related cannabis manufacturing activities in compliance with state and local law, but would not include the dispensing or sale to individual qualified persons at the facility.

Whereas, the City of Colusa has adopted City Code Article 21-5, and added Section 33.03 to the City of Colusa Zoning Code, setting forth requirements for cannabis manufacturing regulations and a requirement to obtain a Cannabis Special Use Permit respectively; and

Whereas, the City of Colusa also added a new Chapter 12F to the City of Colusa Municipal Code setting forth requirements for a Cannabis Regulatory Permit; and

Whereas, the Owner must be granted both a Cannabis Special Use Permit and a Cannabis Regulatory Permit by the City of Colusa City Council.

Now therefore, the City Council of the City of Colusa does resolve as follows:

Section 1. The City Council finds that the establishment, maintenance and operation of the Project applied for is consistent with the City’s General Plan and zoning for the site.

Section 2. The City Council finds that the establishment, maintenance and operation of the Project applied for will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or to be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.

Section 3. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the project is categorically exempt under CEQA guidelines sec. City Staff considers approval of this Development Agreement to be exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15332, because staff considers the development of the Project to be exempt as provided above since for the following reasons: It is consistent with the general

plan designation & policies as well as with applicable zoning designation and regulations; The Project Site, as previously developed, has no value, as habitat for endangered, rare or threatened species; The limited, 11,200-square-foot building with conditions would generate negligible traffic, noise, air quality, or water quality, impacts; and all utilities and public services are already at the Site.

Section 4. The City Council hereby approves a cannabis special use permit for the Project, subject to the following conditions:

1. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis Operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared by a licensed design professional, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus six (6) inches.
2. A Security and Safety Plan for insuring the safety of persons and to protect the Premises from theft meeting all of the requirements of Article 21-5.06 subsections (q) and (r) to be reviewed and approved by the City of Colusa Police Chief.
3. Odor Control Plan. Cannabis Operations shall provide 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:
  - a. An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
  - b. 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.
4. Hazardous Materials Safety Plan. 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. Submit a hazardous materials safety plan depicting the location and safety measures to be used for review and approval by the City of Colusa Fire Chief.
5. Proof of Insurance meeting the requirements of Colusa Municipal Code Article 21.5. Section 14.
6. A facility parking plan shall be submitted to, and approved by, the Planning Department prior to occupancy of the project site.

Section 5. The City Council hereby approves a cannabis manufacturing regulatory permit for the Project.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of August 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

ATTEST:

\_\_\_\_\_  
Shelly Kittle, City Clerk

# **BUSINESS PLAN**

**Prepared by:**

**RHF Partnership, LLC**  
2881 Niagara Avenue  
City of Colusa, California 95932

Revised December 21, 2021

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## **1.0 INTRODUCTION**

RHF Partnership, LLC (RHF), a California Corporation, was established in 2020 with the objective of operating a cannabis cultivation facility that adheres to strict industry standards and uses best available control technology to supply high quality cannabis products to California's cannabis market. RHF aims to meet this objective through the application of scientific knowledge, cannabis industry best practices, and legal compliance.

RHF has prepared this Business Plan to obtain a Special Use Permit for indoor cannabis cultivation facility located at 2881 Niagara Avenue, Colusa, California 95932 (Project Site). RHF's cultivation facility will provide jobs and tax revenue to the City of Colusa (City), which will contribute to the City's strong financial foundation and long-term financial stability.

The purpose of this Business Plan is to demonstrate RHF's ability to meet our objective while complying with the City's cannabis facilities requirements. This Business Plan discusses the proposed project and operation, organizational structure, cultivation operations, odor management, security measures, waste management, inventory tracking, and recordkeeping.

### **1.1 REGULATORY COMPLIANCE**

The Business Plan is intended to comply with the following agency permit requirements and regulations:

- City of Colusa Cannabis Facilities Regulatory Permit and other relevant City Codes.
- Department of Cannabis Control Specialty or Small Indoor Cultivation License. California Code of Regulations, Title 3, Division 8 Sections 5000-5814.

Any changes to this Business Plan will be submitted to the City for review and approval prior to implementation.

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## **2.0 PROJECT DESCRIPTION**

The project description provides an overview of the existing conditions and proposed project.

### **2.1 EXISTING CONDITIONS**

The Assessor Parcel Number is 017-130-012-000. The Project Site is nearly level, approximately 5 acres, and consists of two buildings that were used for storage of agricultural products. RHF's proposed operations will be conducted in the smaller structure located on the northwest portion of the property as shown in Figure 1 below. The proposed building is approximately 11,200 square feet, and there are no shared uses or common areas within the building. The other building on the property is approximately 50,000 square feet.

This property was strategically identified and selected to provide safe operations. Access to the Project Site is provided by Niagara Avenue and West Niagara Avenue, which connect to State Highway 20. The Project Site is zoned industrial and is located adjacent to industrial, warehousing, and agricultural uses. The proposed building is located approximately 1,140 feet away from a small airstrip and 1,800 feet from State Highway 20. Figure 1 below shows the Project Site in relationship to the surrounding area.

The Project Site is not located near any sensitive receptors or schools. The nearest school is Colusa High School, which is approximately 1.74 miles to the northwest of the Project Site (measured from the nearest property lines). A depiction of the distance to Colusa High School is shown in Figure 2.

The Project Site has existing heating, ventilation and air conditioning (HVAC) systems located outside the building. Additionally, there are existing exhaust fans and ventilation ports located on the roof. The exterior of the building also has existing lighting.

Electricity is provided by Pacific Gas and Electric Company and includes an existing 400-amp meter supplied by a three-phase 480-volt connection. Additionally, there is an existing solar photovoltaic array on the roof of the building.

Water and sewer are provided by the City of Colusa, and the building already has an existing restroom. Trash and recycling are serviced by Recology or other local waste provider.

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**Figure 1.** Aerial view of 2881 Niagara Avenue (Google Earth, 2021).

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**Figure 2.** Distance of Project Site to Colusa High School (Google Earth, 2021).

## 2.2 PROPOSED PROJECT AND OPERATIONS

RHF proposes to cultivate a total of approximately 4,896 square feet of mature flowering cannabis canopy in two phases. Phasing the project allows RHF time to structure their operations in a manner that promotes operational efficiency and financial stability in an evolving cannabis industry.

Phase 1 construction will be implemented following project approval. RHF anticipates that the buildout and operation of Phase 1 will occur within 6 to 9 months following approval of the Development Agreement and Special Use Permit. Phase 1 improvements will include the following:

1. Construction of two 1,482 square foot cultivation rooms, for a total floor space of 2,964 square feet. Each cultivation room will have approximately 1,040 square feet of flowering canopy, for a total canopy of approximately 2,080 square feet.
2. Construction of a 780 square foot supportive (ancillary) nursery.
3. Construction of a 260 square foot drying room.



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4. Construction of a 260 square foot processing room for trimming, curing, storage, and processing of non-manufactured cannabis products.
5. Construction of a 260 square foot office space and secure product storage.
6. Additional improvements include:
  - a. a delivery loading/unloading area;
  - b. access (e.g., parking and walkways);
  - c. installation of security equipment, fencing, and lighting;
  - d. installation of cultivation equipment (e.g., irrigation equipment, lights, fans/filters, etc.); and
  - e. installation of mechanical equipment for heating, ventilation, and air conditioning (HVAC).
7. The building has an existing restroom that is approximately 130 square feet and will be used for the project.

Phase 2 construction will be implemented approximately one year from the start of operations associated with Phase 1. RHF anticipates that the buildout and operation of Phase 2 will occur within 2 years following approval of the Development Agreement and Special Use Permit. Phase 2 improvements will include the following:

1. Construction of two 1,950 square foot cultivation rooms, for a total floor space of 3,900 square feet. Each cultivation room will have approximately 1,408 square feet of flowering canopy, for a total canopy of approximately 2,816 square feet.
2. Additional improvements include:
  - a. installation of additional cultivation equipment (e.g., irrigation equipment, lights, fans/filters, etc.);
  - b. installation of additional HVAC equipment; and
  - c. additional power upgrade, as necessary

### 2.2.1 CULTIVATION AND HARVESTING

At full buildout, there will be a total of four rooms to cultivate flowering plants, for a total of approximately 4,896 square feet of canopy.

During Phase 1, two cultivation rooms will be constructed, for a total of approximately 2,080 square feet of mature cannabis canopy. Each room is expected to have approximately 65 lights, for a total of 130 lights, and each light covers 16 square feet of canopy (or 4 X 4-foot area).

During Phase 2, two additional cultivation rooms will be constructed for a total of approximately 2,816 square feet of mature cannabis canopy. Each room is expected to have approximately 88 lights, for a total of 176 lights, and each light covers 16 square feet of canopy (or 4 X 4-foot area).

Additional information on RHF's cultivation operations is discussed further below in Section 4.0.

RHF's minimum production goal is to harvest each room 4 times per year and produce a 1.5 pounds per light. Overall annual harvest production is based on the canopy size, cannabis strain being cultivated (which is typically based on market demand), proper plant management, and number of harvests per year.



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Based on the number of lights in each room and minimum production goals, RHF anticipates producing the 1,836 pounds per year at full buildout. This estimate is based on the following calculations:

Phase 1: 130 lights X 1.5 pounds per light X 4 harvests per year = **780 pounds per year**.

Phase 2: 176 lights X 1.5 pounds per light X 4 harvests per year = **1,056 pounds per year**.

Total: 780 pounds + 1,056 pounds = **1,836 pounds**.

A discussion on the projected annual gross revenue is discussed further below in Section 2.2.17.

### 2.2.2 DRYING AND PROCESSING

As part of Phase 1, there will be a 260-square foot room for drying the cannabis plants once they are harvested. Additionally, there will be a 260-square foot room for processing to trim, cure, store, and process non-manufactured cannabis products once the cannabis plants are dried. Having a separate drying and processing room will ensure efficient operations and allow RHF to maximize the number of harvests per year.

### 2.2.3 ANCILLARY NURSERY

As part of Phase 1, there will be a 760 square foot nursery room to support the ongoing cultivation operations. The nursery room be used to cultivate mother plants, clones, and teens. All nursery plants will remain in a vegetative state and will not be used for flower production. Having a nursery room will ensure efficient operations and allow RHF to maximize the number of harvests per year.

Additional information on RHF's cultivation operations is discussed further below in Section 4.0.

### 2.2.4 OFFICE AND STORAGE

As part of Phase 1, there will be a 260-square foot room for general office use, storage of video surveillance recordings and equipment, and secure storage of cannabis products.

Video surveillance secure storage of cannabis products is discussed further below in Section 7.0.

### 2.2.5 HOURS OF OPERATION

Hours of operation will be from 8 a.m. to 6 p.m., Monday through Sunday, for all activities occurring onsite. However, there may be job specific requirements and general maintenance duties that require employees to work outside these hours.

All visitors entering and exiting the site will occur between the hours of 9 a.m. to 5 p.m., Monday through Friday.

### 2.2.6 DELIVERIES

Deliveries of non-cannabis goods (e.g., cultivation equipment and office supplies) will occur during operating business hours. All vehicles making deliveries of non-cannabis products will make deliveries to the designated loading and unloading area. All deliveries will be coordinated with the General Manager or their authorized designee.

Deliveries of cannabis products to and from the Project Site will occur during operating business hours. All vehicles making deliveries of cannabis products will make deliveries to the designated loading and unloading area. Only authorized employees will be present when cannabis products are being delivered. Deliveries of cannabis products will be accompanied by a transportation manifest and will be tracked and traced according to state requirements.

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### 2.2.7 DOORS, GATE, ENTRY, AND EXIT

The facility premise will be secured by fencing and a rolling gate, which will only allow authorized personnel to enter the premise. The building will have one main entry/exit door for all employees and visitors. The building will also have one roll-up door for deliveries. All interior doors will be accessible to authorized employees.

Security and authorized access areas are discussed further below in Section 7.0.

### 2.2.8 WASTE STORAGE

Trash and recycling dumpsters will be placed in receptacles located inside and outside the building. Cannabis waste will be stored inside the building and disposed in accordance with federal, state, and local waste regulations.

Waste management is discussed further below in Section 6.0.

### 2.2.9 PARKING, CIRCULATION, AND EMERGENCY ACCESS

There will be a total of a minimum of 11 designated parking spaces. This is consistent with the City's parking standards for industrial/warehousing uses, which requires one parking space every 1,000 feet of gross floor area. Additionally, the Project Site has adequate space for additional parking if needed. Parking is for RHF managers, employees, contractors, and agency inspectors. Public parking will not be available unless a visit has been approved by the General Manager.

Access to the Project Site will be from Niagara Avenue. The Project Site driveway provides a turnaround to allow for emergency vehicle ingress and egress. A Knox Box will be located the driveway gates to allow for emergency access. RHF will coordinate with emergency services for Knox Box location and emergency access.

### 2.2.10 LIGHTING

Exterior lighting will be used for security purposes and normal business operations. All exterior lighting will be and shielded downward in compliance with City requirements to minimize offsite lighting and glare.

Interior lighting for cultivation will consist of light emitting diode (LED) technology, which are more efficient and reduce energy consumption. Cultivation operations are discussed further below in Section 4.0.

### 2.2.11 LANDSCAPING AND SIGNAGE

RHF does not propose landscaping or signage.

### 2.2.12 ENERGY USE AND CONSERVATION MEASURES

The Project Site currently has an existing 480-volt service and 400-amp electrical meter that will supply power to the building. Electrical improvements will be installed to provide power for lighting, ancillary equipment (e.g., HVAC, fans, security equipment, etc.), and normal business operations. It is anticipated that an electrical service upgrade will be needed for implementation of Phase 2.

RHF is dedicated to minimizing energy use as part of operations. To minimize energy use, and to the maximum amount feasible, RHF will implement the following:

1. Use energy efficient lighting fixtures for normal business operations.

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2. Use LED lighting fixtures for cultivation operations.
3. Utilize best available environmental control systems to minimize use of heating and cooling.
4. Use energy efficient mechanical equipment.
5. Utilize the existing solar power.

Additionally, RHF proposes to install a backup generator in the event of a power outage. The backup generator will not be used for normal operations.

### 2.2.13 WATER USE AND CONSERVATION MEASURES

The Project Site has existing water service to serve the project. RHF will use a reverse osmosis system to purify the water for irrigation activities. Irrigation water will be stored in tanks located inside the building, and fertilizers will be added to the tanks prior to watering the plants.

The amount of water used for irrigation is dependent on the canopy size, size of the plant, life cycle of the plant (i.e., vegetative, or flowering stage), and environmental factors (i.e., temperature and humidity).

In order to minimize water use, RHF will implement the following:

1. Install water fixtures that minimize water consumption, such as low-flow toilets and sink aerators in compliance with the California Building Code.
2. Irrigate cultivation areas using drip irrigation, to the maximum extent feasible.
3. Monitor water usage and adjust as necessary to ensure plants are not overwatered.
4. Utilize best available environmental control systems to control temperature and humidity.
5. Recycle and reuse irrigation water, to the maximum extent feasible.
6. Develop procedures for inspecting and maintaining all irrigation equipment.

### 2.2.14 WASTEWATER, RUNOFF, AND STORMWATER

Wastewater from restroom activities will be managed through an existing sewer connection.

Plants will be irrigated using a drip system, and runoff will be minimal. Any excess runoff will drain into portable buckets and will either be reused or disposed of in accordance with agency regulations.

RHF does not propose any substantial grading, the creation of impervious surfaces, or changes to the Project Site that will create additional stormwater runoff from current existing site conditions.

### 2.2.15 PROPERTY MAINTENANCE

RHF will keep the Project Site in a clean and safe condition by, at a minimum, performing all of the following tasks:

1. Cleanup and dispose of all trash, litter, and debris at the end of each business day.
2. Provide security lighting at the Project Site to ensure the safety of the public and the employees.
3. Perform facility and equipment inspections and maintenance on a regularly scheduled basis.
4. Otherwise operate in a manner that does not create or result in any significant adverse impacts at the Project Site or its adjacent areas.

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**2.2.16 SUPPLY CHAIN**

RHF has been in contact with existing licensed distributors to purchase their cannabis flowers and non-manufactured cannabis products once they are ready for market. All shipments of cannabis products will be entered into the state's track and trace system (i.e., Metrc System). Inventory Management is discussed further below in Section 8.0.

**2.2.17 GROSS REVENUE**

RHF's projected gross revenues are based on the current market price of cannabis flower, which is dictated by market demand and the quality of the cannabis product, and the total output of cannabis flowers calculated in Section 2.2.1 above. Currently, and based on discussions with existing licensed distributors, the current market price of cannabis flower is \$2,000 a pound. Based on RHF's projected flower production output and the current market price for a pound of cannabis, RHF estimates annual gross revenues of \$1,560,000 following implementation of Phase 1, and \$3,672,000 following the implementation of Phase 2. These numbers are based on the following calculations:

Phase 1 – 780 pounds X \$2,000 a pound = **\$1,560,000**

Phase 2 – 1,056 pounds X \$2,000 a pound = **\$2,112,000**

Total – \$1,560,000 + \$2,112,000 = **\$3,672,000**

It should be noted that the estimated annual gross revenues are subject to change with any changes in the market price or flower production output.

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### **3.0 ORGANIZATIONAL STRUCTURE**

RHF has developed a team of industry leaders in cannabis cultivation, business management, and regulatory compliance. RHF's organizational structure is set up to ensure operations meet the highest standard for quality, safety, and professionalism, and regulatory compliance.

#### **3.1 COMMUNITY RELATIONS LIAISON**

RHF understands the need for open communication with regulatory agencies and the public. RHF will have a dedicated on-call Community Relations Liaison in the event there are problems, concerns, or complaints associated with the operations. In addition, RHF will have a secondary liaison in the event the primary liaison is unavailable.

RHF's liaison contact information will be provided to the City, neighbors within 100 feet of the Project Site (as measured in a straight line without regard to intervening structures, between the front doors of each establishment), and any member of the public that needs to contact RHF on matters regarding their operations. The two current Community Relations Liaisons are:

##### **Primary Liaison**

Brad Ravin – Chief Executive Officer  
Tel: (925) 785-4869  
Email: wbravin925@gmail.com

##### **Secondary Liaison**

Paul Hand – Chief Operations Officer / General Manager  
Tel: (209) 217-6756  
Email: paul9hand@yahoo.com

Any changes to the above Community Relations Liaisons will be provided to the City and neighbors within 100 feet of the Project Site.

#### **3.2 RESPONSIBILITY OF MANAGERS**

General Managers are those individuals who, directly or indirectly, are engaged in the management or oversight of RHF's activities. RHF's General Manager will be responsible for overseeing the daily activities, including cultivation operations, inventory control, employee hiring and training, security, and compliance and recordkeeping. The General manager may elect to authorize another person or persons to act in the various management capacities as discussed below.

##### **3.2.1 CULTIVATION MANAGER**

The Cultivation Manager oversees the day-to-day cultivation operations at the facility, including but not limited to, management of the staff, scheduling, planting, harvesting, maintenance, fertilizer and pesticide application, and cannabis waste.

##### **3.2.2 INVENTORY CONTROL MANAGER**

The Inventory Control Manager is responsible for ensuring inventory is entered into the California track and trace system. The Inventory Control Manager will be responsible for coordinating and tracking the

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delivery of cannabis products. The Inventory Control Manager will also be responsible quality assurance, diversion prevention, and disposal of expired, deteriorated, or damaged cannabis products.

**3.2.3 EMPLOYEE TRAINING MANAGER**

The Employee Training Manager is responsible for ensuring that employees authorized to track and trace cannabis products using the track and trace system are trained per state guidelines. They will also be responsible for ensuring that employees are trained on their roles and responsibilities, compliance, security, and record keeping.

**3.2.1 SECURITY MANAGER**

The Security Manager is responsible for ensuring that security measures are up to date and systems are functioning properly. The Security Manager will be responsible for notifying state and local agencies of any security breaches.

**3.2.2 COMPLIANCE OFFICER**

The Compliance Officer is responsible for regulatory compliance, reporting, agency notifications, and recordkeeping. In the event of a regulatory audit, the Compliance Officer will be responsible for providing agencies with the requested documents.

**3.3 STAFFING**

At full buildout, RHF proposes to have up to 15 employees composed of a varying number of full-time and part-time staff. The General Manager will assign responsibilities to employees, including which areas employees are authorized to work.

RHF employees will be 21 years of age or older. All employees will be required to go through an employment review process that includes being interviewed by the General Manager, providing employment references, and providing a government issued identification card.

RHF will maintain a current register of the names of persons required to have employee permits. The register will always be available to the City Manager or designee immediately upon request.

In accordance with state and local law, RHF will enter into a labor peace agreement if the organization employs at least twenty people. RHF will follow all federal, state, and local labor and wage laws.

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**3.5 TRAINING**

Once hired, employees will receive training pertaining to their authorized job duties. Training will follow regulatory agency requirements, as required. Training will include, but is not limited to, the following:

1. Laws and regulations regarding cannabis cultivation and activities.
2. Job specific procedures for cultivation and transportation.
3. Inventory tracking.
4. Security and emergency procedures.
5. Use and application of pesticides and fertilizers.
6. Personal protective equipment, as needed.
7. Compliance.
8. Waste management.
9. Record keeping.
10. Quality assurance and control.

Training requirements for the above-mentioned topics are also discussed further below.

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## **4.0 CULTIVATION OPERATIONS**

RHF is committed to designing a cultivation process that uses best-available control technology, industry best practices, is environmentally friendly, and produces the highest quality cannabis possible. To do this, RHF will implement cultivation activities consistent with this section and will comply with the applicable laws and regulations pertaining to the proposed cultivation facility.

### **4.1 VEGETATIVE PHASE**

RHF's 780-square foot ancillary nursery will be used to support the ongoing flowering operations at the site. Nursery plants will be maintained in a vegetative state. Plants in the vegetative phase will receive 18-24 hours of light and 0-6 hours of darkness until they are ready to be flowered. Nursery plants will consist of mother plants, clones, and teens.

Mother plants that are female plants used in the cloning process. Mother plants are grown in the vegetative state to a point where they are large enough to allow cuttings, or clones, to be taken off the plant. Clones are then dipped into a solution that promotes root development. The dipped clones are then put into a propagation media, such as rockwool, to allow root development to occur. Another option is to propagate the clones via aeroponics using machines developed specifically for cloning, such as an EZCloner.

Once clones have developed roots, they are ready to be transplanted to another soilless growing media such as rockwool, coco coir, or soilless media mix. Once these plants grow taller, they are considered teens. Once the teens have reached the desired height, they will be transferred to one of the four flowering rooms.

### **4.2 FLOWERING PHASE**

Once both phases are complete, RHF will cultivate approximately 4,896 square feet of mature flowering cannabis canopy in four rooms. Plants are in the flowering phase for approximately 7-9 weeks depending on the strain of cannabis. During the flowering phase plants will receive 12 hours of light and 12 hours of darkness. Flowering plants will be harvested once they reach their maturation point.

### **4.3 HARVESTING**

Upon completion of Phase 2, RHF anticipates harvesting each flower room in a cycle so that one of the four flowering rooms is harvested approximately every 20 days, and each room is harvested approximately once every three months. Harvested plants will be transferred to the drying room and then the trim room for further processing (i.e., drying, trimming, curing, storage, etc.).

Once the product is ready for market, it will be packaged and stored in the secure storage office.

### **4.4 PRUNING**

Pruning is a process that is required on a regular basis to maintain healthy plants. The lower region of the plant will be pruned of all leaves and smaller branches, which in turn promotes upward growth. Additionally, leaves are removed from the upper and lower portions of the plant to allow for maximum light penetration. Pruning allows the plant to utilize its resources and energy toward growing healthy flowers.



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**4.5 EQUIPMENT**

RHF is committed to using equipment that minimizes inputs, reduces energy and water demand, and meets the objective of cultivating the highest quality cannabis on the market.

**4.5.1 LIGHTING SYSTEMS**

RHF will cultivate both nursery plants and flowering plants using LED light fixtures. LED lights use less energy than traditional high pressure sodium light fixtures because they require less amperage to operate, and because they produce less heat and require less air conditioning to keep the rooms cool.

LEDs for the ancillary nursery will utilize 18-watt fixtures for clones and 645-watt fixtures for mother plants and teens. LEDs for flowering plants will utilize 720-watt lights.

**4.5.2 FERTIGATION AND GROW MEDIA**

Fertigation equipment will be installed and operated in accordance with the manufacturer's guidelines and comply with federal, state, and local agency regulations. Fertigation equipment will include, but is not limited to, the following:

1. Water storage tanks.
2. Drip irrigation tubing.
3. Fertilizers.
4. Sensors, gauges, pumps, and other ancillary equipment necessary to measure fertilizers and maintain pressure and flow for irrigation lines.

Plants will be grown in pots containing soil or other soilless medium such as coco or rockwool.

**4.5.3 EQUIPMENT CLEANING AND MAINTENANCE**

RHF will need to clean equipment and cultivation areas to maintain a clean, healthy, and contaminant-free environment. Cleaning agents can include, but are not limited to, biodegradable soaps, citric acid, hydrogen peroxide, chlorine dioxide, or other chemicals approved by federal and state regulations.

All equipment used will be cleaned and maintained in compliance with the manufacturer's recommendations, or as needed. Employees responsible for inspecting and cleaning equipment will be trained prior to working. RHF will contract with qualified persons for maintenance requiring a licensed professional.

RHF will maintain facility and equipment maintenance logs as part of its quality assurance program. Inspection records will be kept as part of the RHF's record keeping process discussed herein.

**4.6 FERTIGATION**

Fertigation activities include the mixing of water and fertilizers and delivering the mixture to the plants. Water is supplied to the water purification filters prior to entering the clean water storage tanks. Water is then pumped from the storage tanks to a separate tank where it is mixed with fertilizers. This mix is then distributed to cultivated plants using pumps, irrigation lines, and drip nozzles. This process allows for precise control over the amount of nutrients and water used to irrigate plants and minimizes waste.

Any runoff or discharge of irrigation water will be collected and reused or disposed of in accordance with local and state regulations.

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### 4.7 FERTILIZER STORAGE

Fertilizers will be stored in a designated area. Fertilizers will be stored in their original containers within locked cabinets. This will provide secondary containment and minimize the potential for spills and accidental exposure. Fertilizer will be properly labeled and stored in compliance with the manufacturer's guidelines. Only authorized personnel have access to fertilizers.

### 4.8 ENVIRONMENTAL CONDITIONS

RHF will use HVAC equipment, dehumidifiers, sensors, monitoring equipment, and related hardware and software to maintain ambient air conditions suitable for plant growth. This includes maintaining and monitoring the amount of light, temperature, relative humidity, and air movement. Ambient air conditions will be adjusted based on preferred conditions for plant growth.

### 4.9 PESTICIDE MANAGEMENT

RHF will not use pesticides, insecticides, herbicides, fungicides, and rodenticides (collectively referred to as "pesticides") prohibited by federal, state, or local agency regulations, or in a manner that is inconsistent with the manufacturer's recommendations.

Pesticides will be applied to control pests and plant disease, as necessary. RHF will use pesticides with ingredients that are approved by the California Department of Food and Agriculture (CDFA) as being exempt from residual tolerance requirements, and either exempt from registration requirements or registered for a use that's broad enough to include use on cannabis.

#### 4.9.1 ROLES, RESPONSIBILITIES, AND TRAINING

The following will be performed for employees responsible for pesticide application:

1. RHF will designate employees to apply pesticides in accordance with the manufacturer's labeling.
2. RHF will ensure that designated employees are trained on the handling, use, and application rate of all pesticides used for cultivation at the Project Site.
3. RHF will supply personal protective equipment (PPE) and ensure that designated employees follow PPE requirements as determined by the manufacturer's PPE requirements.
4. Employees will be trained on proper PPE use as required by the manufacturer.
5. Employees will be trained on safety and documentation procedures for pesticide application.
6. Training and pesticide application records will be kept as part of the RHF's record keeping process.

#### 4.9.2 CULTURAL PEST-MANAGEMENT CONTROL METHODS

RHF will use climate control techniques as part of its integrated pest management (IPM) program. RHF will develop procedures and install the necessary monitoring devices to ensure environmental conditions such as lighting, temperature, relative humidity, and air circulation are maintained to minimize exposure to pests, bacteria, and fungus.

RHF will develop procedures to ensure employees use proper PPE and maintain good hygiene while working in cultivation rooms. Cultivation rooms will be kept free of debris to minimize exposure to pests, bacteria, and fungus.

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**4.9.3 BIOLOGICAL PEST-MANAGEMENT CONTROL METHODS**

RHF will use biological controls, such as predatory insects as part of its IPM. Examples of predatory insects include predatory nematodes, predatory aphids, or ladybugs. RHF will also use beneficial bacteria and fungus that aid plant health and help control harmful plant disease and pests.

**4.9.4 CHEMICAL PEST-MANAGEMENT CONTROL METHODS**

RHF will use chemical pest control methods as part of its IPM. All proposed chemical ingredients are listed by the CDFA as allowed for use on cannabis. Chemical pesticides will be applied either through nozzle sprayers, foggers, drip irrigation (i.e., chemigation), or other application means in accordance with the manufacturer's guidelines.

**4.9.5 PESTICIDE STORAGE**

Pesticides will be stored in a designated area. Pesticides will be stored in their original containers and within a locked cabinet that provides secondary containment, which minimizes the potential for spills and accidental exposure. Pesticide containers will be properly labeled. The storage of pesticides will follow their manufacturer's guidelines. Only authorized personnel will have access to the cabinets containing pesticides.

Pesticides, emptied containers or parts thereof, or equipment that holds or has held a pesticide, will not be stored, handled, emptied, disposed of, or left unattended in such a manner that it presents a hazard to persons, animals, food, crops or property.

**4.9.6 PESTICIDE SIGNAGE**

RHF will post visible signs around all areas where pesticides are stored. Signs will be of such size that it is readable at a distance of 25 feet and will state the following:

"DANGER"  
"POISON STORAGE AREA"  
"ALL UNAUTHORIZED PERSONS KEEP OUT"  
"KEEP DOOR LOCKED WHEN NOT IN USE"

The notice shall be repeated in an appropriate language other than English when it may reasonably be anticipated that persons who do not understand the English language will come to the enclosure.

**4.9.7 PESTICIDE SPILLS**

As stated previously, and pesticides will be stored in secure containers that restrict access to unauthorized personnel and provide secondary containment in the event of container leaks. In addition, the RHF will do the following to mitigate the potential for spills and minimize environmental exposure:

1. Develop procedures for the handling, storage, and inspection of pesticide.
2. Develop procedures for PPE, spill response, and spill reporting and record keeping.
3. Provide spill response equipment, such as spill kits and emergency wash and eyewash stations.
4. Keep updated Safety Data Sheets (SDS) for pesticides and chemicals stored on-site.
5. Provide emergency contact information in the event of a spill that threatens the environment or life safety.

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## **5.0 ODOR MANAGEMENT**

The purpose of this section is to identify potential cannabis related odor sources and mitigate the potential for odor detection outside of designated areas. RHF will comply with the City's odor management requirements for cannabis activities. Any required changes to odor mitigation controls will be submitted to the City for review and approval.

### **5.1 ODOR SOURCES**

RHF will conduct cannabis cultivation operations that have the potential to create odors. Potential sources of odor include the following:

1. Flowering cannabis within the cultivation rooms.
2. Harvesting operations.
3. Cannabis that is drying or being processed.
4. Post processed cannabis storage.
5. Packaging of cannabis flower.
6. Cannabis waste storage.
7. Activities that include transferring cannabis material from one area to another within the facility.

### **5.2 ODOR MITIGATION**

RHF will cultivate, harvest, process, and store cannabis flowers, and produce cannabis waste, on a continual basis. Therefore, there is the potential for cannabis odors at any given time.

The timing of odors varies on the activities occurring at the facility but the engineering and administrative controls for mitigating potential odors will be the same, as discussed below.

#### **5.2.1 ENGINEERING CONTROLS**

RHF will use best control technology to ensure odors are not detectable outside of the facility or in common areas such as the visitor lobby or walkways located outside of odor emitting areas. To achieve odor control, doors will be used to separate areas where odors have the potential to be emitted. Only authorized personnel will be able to enter these areas using a keycard/keypad used to open doors.

In addition, RHF will use fans and carbon air filters in every room that has the potential to emit odors. A fan is used to push or pull air through the carbon filter. Carbon filters use activated carbon to neutralize odors as air passes through the filter. Carbon filters and fans will be used to "scrub" and recirculate air in the room. Additionally, fans and carbon filters may be used to exhaust air outside the building (e.g., through the roof). This displacement of air causes negative pressure in the room. For example, if the fan and filter remove 1,000 cubic feet of air per minute from a room, then there is a net difference of 1,000 cubic feet of air needing to be supplied to the room. This negative pressure causes air from outside the room to be pulled in; therefore, air and odors do not escape. The number and placement of carbon filters will be determined by the size of the room (in cubic feet) and air flow within each room.

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### 5.2.2 ADMINISTRATIVE CONTROLS

Procedures to ensure odors are not emitted outside of their respective rooms includes, but is not limited to, the following:

1. Isolate odor-emitting activities from other areas by having doors that separate each room. Doors will always remain closed except for entry and exit by authorized personnel.
2. Ensure that authorized personnel work in their designated areas.
3. Establish procedures to inspect doors and odor control equipment (e.g., carbon air filters and fans) and maintain and/or replace equipment according to the manufacturer's recommendations.
4. Establish procedures to manage odor complaints and train employees on odor mitigation.

### 5.3 MANAGING ODOR COMPLAINTS

RHF will perform the following to manage potential odor complaints:

1. RHF will provide the General Manager's contact information to the City and neighboring businesses within 100 feet of the Project Site in the event of an odor complaint. Additionally, RHF will ensure that either the General Manager or their authorized designee has the contact information for the City where a person can be reached regarding odor complaints.
2. RHF will have the General Manager or authorized designee onsite during operational hours to ensure odor complaints can be answered and managed accordingly.
3. All odor complaints will be addressed within 24 hours of receiving the complaint.
4. The General Manager or authorized designee will identify the location of where the odor is causing a nuisance and inspect the outside area of the facility for detection.
5. The General Manager or authorized designee will inspect all doors and areas of potential for odor-emitting activities and will ensure these areas are properly isolated. If it is found that isolation is not performed correctly, the General Manager will investigate the reason and do one of the following:
  - a. Talk with staff about the need to keep doors closed for odor-emitting areas. If necessary, retrain staff on administrative odor controls discussed herein.
  - b. Contact a licensed contractor to fix broken doors or seals.
  - c. If necessary, contact a licensed contractor to install self-closing doors or equipment to ensure doors are automatically closed after being opened.
6. The General Manager or authorized designee will also inspect engineering controls to ensure all equipment is functioning properly. This will include, but is not limited to, the following:
  - a. Ensuring equipment is turned on and working properly.
  - b. Inspecting equipment to ensure fans, filters, and ducting are attached correctly.
  - c. Inspecting equipment maintenance logs to ensure filters have been replaced as required by manufacturer.

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- d. Replacing filters as necessary.
- e. Replacing broken fans or ducting that has been damaged.
- 7. All odor complaints will be documented, including:
  - a. The person making the complaint.
  - b. Where the complaint occurred.
  - c. The date and time of the complaint.
  - d. The person that received the complaint.
  - e. The date and time the complaint was investigated.
  - f. Engineering controls that were inspected and administrative controls that were assessed.
  - g. Identification of engineering and/or administrative controls causing the odor.
  - h. Actions taken to correct the problem, including the work performed, equipment needed, and any additional training.
  - i. Recommendations and actions taken to ensure the problem does not continue.

**5.4 CONTINGENCY ODOR MANAGEMENT**

If odor nuisances continue after implementing the administrative and engineering controls discussed herein, RHF will perform one or more of the following:

1. Purchase additional filters and fans as backup in the event the equipment breaks, or replacement is necessary.
2. Add additional charcoal filters and fans, or upgrade to larger size filter and fans in areas with odor-emitting activities.
3. Contract with a licensed mechanical engineer to assess air movement and determine if additional fan and carbon filter combinations are necessary, or if there is additional best available control technology that can be installed. All additional equipment will be installed according to the manufacturer's recommendations, and RHF will use licensed contractors, as required.
4. Contract with a professional odor management specialist to assess and determine what additional measures and equipment can be added to ensure adequate odor mitigation is achieved.

Each one of the above-mentioned steps will be assessed and monitored to determine if the modifications are effective in mitigating odors.

RHF will notify the City of any changes to equipment and procedures used to mitigate odors. Any changes will be added to RHF's inspection procedures and training processes.

**5.5 ODOR MANAGEMENT TRAINING**

The General Manager or their authorized designee will be trained on the following:

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1. The measures listed in Sections 4.3.2 through 4.3.4. These measures will be part of an inspection checklist that will include a site plan and the location of odor control devices.
2. Location of the maintenance logs.
3. Type and function of odor control equipment, the manufacturer's recommendations for filter replacement, location of user manuals, and manufacturer's contact information if technical assistance is needed.
4. Where to purchase replacement equipment.
5. The location of contact information of a local licensed contractor that can perform maintenance, as necessary.

Staff will be trained on the procedures for mitigating odors, will be familiar with odor control equipment, and will be instructed to notify the General Manager or authorized designee if they notice equipment malfunction, suspect odor controls are not effective, or detect odors outside designated areas.

The General Manager or their designee will be responsible for training all new employees prior to beginning work in areas where there is potential for odor-emitting activities. All training will be documented, and the records will be kept as part of RHF's record keeping procedures.

**5.6 ODOR MANAGEMENT RECORDKEEPING**

Records pertaining to this Odor Management Plan will include, but are not limited to, the following:

1. Performed maintenance logs for mechanical equipment. Timing of maintenance will follow the manufacturer recommendations.
2. Records of purchases for maintenance equipment (e.g., carbon filter and replacement).
3. Documentation and notification of equipment malfunctions.
4. Documentation of odor complaints.
5. Employee training logs.
6. Documentation for review and changes to engineering and administrative controls.

Records will be kept for a period of two years, or for a length of time as required by the City or other agency with regulatory oversight. Records will be available in either hard copy or electronic format for review by agency personnel upon request.

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## **6.0 WASTE MANAGEMENT**

Waste streams will be managed by the type of waste and agency requirements. Waste types associated with the facility include:

1. cannabis waste,
2. solid waste,
3. liquid waste, and
4. universal waste.

### **6.1 CANNABIS DERIVED WASTE**

Cannabis related waste associated with the activities described above include:

1. Leaves, flowers, stems, and root balls.
2. Non-manufactured cannabis waste.
3. Any event resulting in exposure or compromise of cannabis products.
4. Any event where the destruction of cannabis products is required by state or local regulatory agencies, such as cannabis product reaching its best-by, sell-by, or expiration date, if any.

#### **6.1.1 CANNABIS WASTE DISPOSAL**

Cannabis waste will be disposed of in designated waste receptacles inside the facility. Cannabis waste receptacles will only be accessible to authorized personnel. RHF will dispose of cannabis waste in compliance with local and state requirements. RHF will ensure that cannabis waste is disposed of at a licensed facility using one of the following methods:

1. Contract with Recology or other a local licensed waste services provider.
2. Contract with a licensed disposal company that specializes in cannabis waste disposal.
3. Self-haul cannabis waste to a licensed disposal or compost facility.

RHF will dispose of cannabis waste on an as needed basis. If using a contracted licensed waste hauler, RHF will coordinate the day and time for pickup. An RHF employee authorized to dispose of cannabis waste will be present during the designated pickup time.

Cannabis waste will be rendered unrecognizable and unusable by mixing the cannabis waste with 50 percent of non-cannabis waste by weight. The following non-cannabis mediums may be used in the mixture:

1. Paper waste.
2. Plastic waste.
3. Cardboard waste.
4. Food waste.
5. Grease or other compostable oil waste.
6. Bokashi or other compost activators.



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7. Soil.

8. Other state-approved medium that will render cannabis waste unusable and unrecognizable.

In addition, RHF will perform the following:

1. Record the name of the entity hauling the waste.
2. Obtain documentation from the entity hauling the waste that indicates the date and time of each collection of cannabis waste at the licensed premises.
3. Obtain a copy of the certified weight ticket, or other documentation prepared by the entity hauling or receiving the waste, confirming receipt of the cannabis waste.
4. Track all cannabis waste in accordance with state track and trace requirements.
5. Keep records of cannabis waste disposal.

### 6.2 SOLID WASTE

Consistent with typical business operations, RHF will generate solid waste consisting of normal refuse, such as paper products, discarded packaging, plastics, building materials, food, broken equipment, and recyclable materials. Solid waste does not include cannabis waste.

#### 6.2.1 SOLID WASTE DISPOSAL

Products that cannot be recycled will be discarded in trash receptacles designated for solid waste. Solid waste bins will be located inside the facility and emptied on a weekly basis, or as needed, into the outside dumpster or solid waste receptacle. Solid waste will be picked up by a local waste hauler on a weekly basis.

Products such as paper, cardboard, plastics, bottles etc. will be recycled to the maximum extent feasible. Recycling bins will be in the facility and emptied on a weekly basis, or as needed, into the outside recycling dumpster or recycling receptacle. Recycling waste will be picked up by a local waste hauler on a weekly basis.

### 6.3 LIQUID WASTE

Liquid waste associated with the facility operations will include domestic wastewater and irrigation runoff. RHF proposes to minimize liquid waste by implementing the following:

1. Install water fixtures that minimize water consumption, such as low-flow toilets and sink aerators.
2. Follow manufacturer specifications for cleaning of equipment.
3. Utilize drip irrigation and best available control technology as part of RHF's fertigation program, which will minimize irrigation runoff.

#### 6.3.1 LIQUID WASTE DISPOSAL

Domestic waste resulting from normal restroom, cleaning, and other typical business uses will be discharged into the sewer system.

Irrigation runoff will be reused to the maximum extent feasible. Any irrigation runoff requiring disposal will be disposed of in accordance with local and state regulations.

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**6.4 UNIVERSAL WASTE**

Universal waste is common waste that is considered hazardous but can be disposed at a licensed disposal facility. Universal wastes can include, but is not limited to, the following:

1. Batteries.
2. Compact fluorescent or LED light bulbs.
3. Electronics and light fixtures.
4. Ink cartridges.

RHF will coordinate with Recology or other local waste service provider for pickup of universal waste, or RHF will self-haul the waste to a licensed disposal facility. Universal waste will be disposed of in compliance with federal and state regulations.

**6.5 WASTE TRAINING**

RHF will develop training and procedures to manage wastes appropriately, which can include, but is not limited to, the following:

1. Designate authorized personnel to manage and track cannabis waste in compliance with state requirements.
2. Develop procedures and train employees on the storage, handling, and disposal of cannabis waste, solid waste, and universal waste.

**6.6 WASTE RECORDKEEPING**

RHF will maintain the following records:

1. Weight tickets for cannabis waste disposal.
2. Records relating to destruction of cannabis goods.
3. Employee training records.

Records will be kept for a period of two years, or for a length of time as required by the City or other agency with regulatory oversight. Records will be available in either hard copy or electronic format for review by agency personnel upon request.

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## **7.0 SECURITY MEASURES**

The following section addresses physical security measures, alarm and video surveillance systems, and operational measures to ensure security at the Project Site.

### **7.1 PHYSICAL SECURITY MEASURES**

RHF will impose physical security measures that comply with state and local agency requirements. Physical measures include, but are not limited to, physical barriers such as walls and secure doors that restrict access to the public and unauthorized personnel. At no time will cannabis products or activities be visible to the public from outside the facility or in public or common areas within the facility.

#### **7.1.1 PREMISES INGRESS AND EGRESS**

Employee and visitor access to the building will be through a single point of entry. All employees and visitors will be required to sign in and out upon entering and exiting the Project Site.

#### **7.1.2 DOORS, LOCKS, AND STORAGE**

All entry, exit, and interior doors to limited access areas will require a keycard and/or keypad code that can only be accessed by authorized employee personnel, except for restroom doors. All door locks to limited-access areas will be commercial grade, non-residential locks.

Safes used for cannabis product and monetary storage will be anchored to the floor to ensure they cannot be removed. The General Manager or their authorized designee will have access to the safes.

#### **7.1.3 LIGHTING**

The Project Site will have sufficient security lighting to deter potential trespassers, theft, and vandalism; and to allow recording of the video surveillance system. All outside lighting will be shielded in a manner that will not illuminate surrounding properties.

Inside lighting will be used to allow for business operations. Interior lighting will be turned off during non-business hours.

#### **7.1.4 SIGNAGE**

RHF will post security signs on doors to areas requiring authorized access (e.g., "Authorized Personnel Only"). RHF will post security signs that the Project Site is being monitored by video surveillance to deter theft, vandalism, and unauthorized persons from entering the site.

#### **7.1.5 MAINTENANCE**

RHF will create procedures for facility maintenance inspections. Inspections will include visual inspection of doors, locks, lighting, and security signs. RHF will be responsible for making repairs and will use licensed professionals, as required. Maintenance inspections will be documented and kept as part of RHF's record keeping process.

#### **7.1.6 ALARM SYSTEM**

RHF will have an alarm and surveillance system professionally installed, maintained, and monitored. The alarm system will include video surveillance, motion sensors, and door sensors. The alarm system will also include smoke, fire, and carbon monoxide detection.

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**7.1.7 VIDEO SURVEILLANCE**

Video surveillance cameras will be placed around the exterior and interior portions of the Project Site to monitor activities. Video surveillance cameras will have the following:

1. Cameras will be assigned a number for identification purposes during the building permit process.
2. The video cameras will be able to record images of the area effectively and clearly under surveillance at all times.
3. Each camera will be permanently mounted and in a fixed location. Each camera will be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the licensed premises and allows for the clear and certain identification of any person and activities in all areas requiring authorized access.
4. The security surveillance cameras will be remotely accessible to the City of Colusa Police Department (CPD) and will be compatible with the CPD's software and hardware. CPD will have remote real-time access to the cameras.

**7.1.8 VIDEO RECORDING PROTOCOL**

Video recording will include the following:

1. Video will be recorded 24-hours a day on high-definition cameras at a minimum 15 frames per second.
2. Recorded images will clearly and accurately display the time and date. Time will be measured in accordance with the United States National Institute Standards and Technology standards.
3. The surveillance-system storage device or the cameras will be transmission control protocol (TCP) capable of being accessed through the internet.
4. Video surveillance recordings will be stored in a secure manner to protect from tampering or theft (e.g., tamper proof cabinet).
5. The video surveillance system will be equipped with a failure notification system that provides notification to the licensee of any interruption or failure of the video surveillance system or video surveillance-system storage device.
6. Video surveillance recordings will be kept for a period of at least 30 days or as required by City and state guidelines.

**7.1.9 ALARM AND SENSORS**

RHF will have an alarm system capable of notifying the police and other emergency services of a break in or emergency, such as a fire. The alarm system will include motion and door sensors capable of detecting unauthorized activity. Door sensors will also detect entry and exit into authorized areas.

**7.1.10 BACKUP POWER**

In the event of a power failure, RHF will have battery backup power capable of providing power to the security system and keeping the Project Site secure for a minimum of one day. Backup power will be able to operate video surveillance and storage, alarms and sensors, and ensure door locks are not released during a power failure.

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### 7.2 SECURITY SYSTEM MAINTENANCE

RHF will create inspection forms for facility maintenance inspections. Inspections will include visual inspection of video surveillance equipment. Repairs to video surveillance or alarm systems will be completed by the professional alarm company responsible for maintenance and monitoring.

### 7.3 NETWORK SECURITY

RHF will utilize computers, mobile devices, ancillary equipment, and software as part of business operations. These devices will be used to ensure continuous operations, document retention, and compliance with agency regulations. To keep computer and network systems safe, RHF will contract with a local information technology (IT) company to manage RHF's network, computer hardware, cyber security, and computer and information system backup. This may include, but is not limited to, the following:

1. 24/7 emergency support.
2. Internet, email, and computer system security.
3. Antivirus software and updates.
4. Computer system and document backup hardware and software.
5. Disaster recovery.
6. IT documentation software.
7. Access control for network users.
8. Email and cloud backup services.

### 7.4 OPERATIONAL SECURITY MEASURES

#### 7.4.1 EMPLOYEE ACCESS

All employees must be at least 21 years of age. RHF will issue identification badges for all employees. Badges will be laminated or plastic-coated and be visible at all times while engaging in commercial cannabis activity. The identification badge will, at a minimum, include the RHF's name, license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

RHF employees will be assigned access cards and/or codes to enter and exit areas where they are authorized to work. Employee will have access to authorized areas using the keycard and/or keypad door entry provided by the security system. Employees will be restricted from entry and exit of areas where they are not authorized to work as part of the security system. Access cards and/or codes will be revoked from employees no longer working at the Project Site.

Employees will be required to enter and exit the building through the designated area and sign in and out upon arriving and exiting the Project Site.

#### 7.4.2 VISITOR ACCESS

All contractors and agency personnel coming to the Project Site will coordinate with the General Manager or their designated person. All visitors entering the Project Site must be at least 21 years of age and will

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be required to present government issued identification. The age of the visitor will be verified by the General Manager or their authorized designee.

All visitors coming to the Project Site will be assigned a visitor badge with a badge number corresponding to their name. RHF will require that all visitors record their name, signature, company, and reason for the visit. All visitors will be required to enter and exit the building through the designated area and will be required to sign in and out upon entry and exit.

All contractors and agency personnel will be escorted through the facility at all times by authorized RHF personnel. Contractors and agency personnel will only be able to access areas where they are authorized for the purposes of their work, inspection, or visit. Contractors and agency personnel will not remain onsite if they are not engaging in the activity expressly related to their approved work, inspection, or other approved visit relating to the operations of the Project Site. Contractors and agency personnel will not be provided access cards and/or codes at any time.

Visits from the public will not be allowed unless authorized by RHF. Public visitors will be required to be at least 21 years of age and will be required to present government issued identification. Visitors will be escorted at all times through the facility and will not be allowed to access areas other than for the purposes of their approved visit. Public visitors will not remain onsite if they are not engaging in the activity expressly related to their approved visit. Public visitors will not be provided access cards and/or codes at any time.

### **7.4.3 DELIVERIES OF CANNABIS PRODUCTS**

Deliveries of cannabis products to the Project Site will be supplied by licensed distributors. Deliveries of cannabis products will occur during normal business hours of 8 a.m. to 6 p.m. Delivery drivers will be required to sign in and out upon entry and exit. All vehicles making deliveries of cannabis products will make deliveries to the designated loading and unloading area. All delivery times and dates will be coordinated with the General Manager or their authorized designee to ensure only one delivery vehicle is onsite at a time. All deliveries and transportation of cannabis products will be entered into the track and trace system prior to shipping or receiving. All cannabis products shipped and received will be accompanied by a transportation manifest.

Deliveries of non-cannabis goods (e.g., office products, packaging, etc.) will occur during normal business hours of 8 a.m. to 6 p.m. All vehicles making deliveries of non-cannabis products will park in the parking lot and make deliveries to the secure entry point or designated unloading and loading area. Records of receipt of non-cannabis deliveries will be kept as part of RHF's record keeping process.

### **7.4.4 EMERGENCY PROCEDURES**

In the event of a life-threatening emergency, employees will be instructed to call 911 and move to a safe location. Additional measures include:

1. In general, only trained responders should provide first aid assistance.
2. Do not move the victim unless the victim's location is unsafe.
3. Control access to the scene.
4. Take "universal precautions" to prevent contact with body fluids and exposure to bloodborne Pathogens.
5. Meet the ambulance at the nearest entrance or emergency access point and direct them to victim(s).

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If a medical emergency is reported, dial 9-1-1 and request an ambulance. Provide the following information:

1. Number and location of victim(s).
2. Nature of injury or illness.
3. Hazards involved.
4. Nearest entrance (emergency access point).

Evacuation may be required if there is a fire in the building or other hazard. Employees will be warned to evacuate the building by verbal warnings. Employees will assemble in the parking lot for accounting in the event an evacuation is needed.

An act of violence in the workplace could occur without warning, such as a break in, attempted robbery, active shooter, or other acts of violence that are life-threatening while employees are working at the Project Site. RHF employees will be trained on the locations and methods to take safe refuge.

In the event of a non-life-threatening emergency, such as suspicious activity, employees will be instructed to call CPD at (530) 458-7777.

### **7.4.5 NOTIFICATION AND INCIDENT REPORTING**

RHF will notify the CPD or agency responsible for regulatory oversight in the event of the following:

1. Any theft, loss, or other criminal activity occurring at the Project Site.
2. Any other breach of security.

All incidents regarding a breach in security will be recorded and records kept as part of RHF's recordkeeping process.

### **7.4.6 INSPECTIONS**

Prior to beginning operations, RHF will contact the CPD for an inspection to verify the proposed security measures contained herein.

All 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.

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.

### **7.4.7 SECURITY TRAINING**

The Employee Training Manager will ensure employees are trained on the security measures discussed in this section prior to beginning employment. If there are any significant changes to this plan, employees will be notified of such changes and notification will be documented. In addition, employees will go through an annual refresher course to review security and emergency procedures. Training records will be kept at the facility in hard copy and/or electronic versions and will be accessible to regulatory inspection upon request.

### **7.4.8 SECURITY RECORDKEEPING**

The Record Keeping Manager or authorized designee will maintain the following records:

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1. Security inspections.
2. Current register of the names of persons required to have employee permits.
3. Maintenance of physical security measures, video surveillance, and alarm systems.
4. Notifications regarding a breach in security measures.,
5. Employee training.

Records will be kept for a period of two years, or for a length of time as required by the City or other agency with regulatory oversight. Records will be available in either hard copy or electronic format for review by agency personnel upon request.



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## **8.0 INVENTORY PROCEDURES**

### **8.1 INVENTORY CONTROL**

All cannabis products will be stored in the drying room, trim room, or secure storage room. Cannabis storage areas will only be accessible to authorized personnel. Cannabis products will not be stored outside or be visible to the public. Cannabis storage areas will be continually monitored by a video surveillance.

The Inventory Control Manager will manage cannabis product inventory control by implementing the following measures:

1. The Inventory Control Manager will create and maintain an active and functional account within the track and trace system prior to engaging in any commercial cannabis activity, including the purchase, sale, testing, packaging, transfer, transport, return, destruction, or disposal of any cannabis products.
2. The Inventory Control Manager or designated person will act as the track and trace system account manager. Any person authorized to be a track and trace account manager will be trained on the track and trace system prior to access or use. In addition, the account manager may authorize additional employees as users only if they receive track and trace system training.
3. Authorized account managers and employees authorized to use track and trace will attend and successfully complete all required track and trace system training, including any orientation and continuing education. All training records will be kept as part of RHF's record keeping procedures discussed herein.
4. The account manager and each authorized user will be assigned a unique login identification username and password. The account manager or each user accessing the track and trace system will be required to use their assigned login information and will not be permitted to use the login information of another employee or account manager. Under no circumstances will login information be shared or transferred to other individuals.
5. The Inventory Control Manager or authorized account manager will maintain a complete, accurate, and up-to-date list of all track and trace system users, including their full names and usernames.
6. The Inventory Control Manager or authorized account manager will monitor all compliance notifications from the track and trace system. All compliance notifications will be resolved in a compliance with the notification timing requirements.
7. The Inventory Control Manager or authorized account manager will keep a separate record, independent of the track and trace system, of all compliance notifications received from the track and trace system, and how compliance with the notification and timing requirements was achieved. Records will be kept as part of RHF's record keeping process discussed in the associated Operations Plan.
8. The Department of Cannabis Control (DCC) will be notified as soon as possible for all compliance notifications that cannot be resolved within three business days.
9. RHF acknowledges responsibility for the actions of the account manager or authorized users while using the track and trace system.

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**8.2 RESPONSIBILITIES OF THE ACCOUNT MANAGER**

The Inventory Control Manager or designated person will:

1. Designate track and trace system users, as needed, and require the system users to be trained in the proper and lawful use of the track and trace system before the users are permitted to access the track and trace system.
2. Maintain an accurate and complete list of all RHF's track and trace system users, including full names and usernames, and update the list immediately when changes occur.
3. Remove a user from the RHF's track and trace system account when that individual is no longer authorized to represent the licensee.
4. Correct any data entry errors within three (3) calendar days of discovery of the error.
5. Tag and enter all inventory in the track and trace system as required by state regulations.
6. Monitor all system notifications and resolve all issues identified. The notification will not be dismissed by an account manager before resolution of the issue(s) identified in the notification.
7. Notify the DCC of any loss of access to the track and trace system that exceeds 72 hours.
8. Reconcile the inventory of cannabis and cannabis products on RHF's premises with the track and trace system database at least once every 30 calendar days.

**8.3 PLANT TAG REQUIREMENTS**

1. The Inventory Control Manager will only use plant and package tags provided and distributed by the DCC or the DCC's designee.
2. The Inventory Control Manager will only use plant and package tags assigned in the track and trace system and will not transfer unused tags to any other licensee.
3. The Inventory Control Manager will maintain a sufficient supply of tags to support operations.
4. The Inventory Control Manager place the initial order of plant or package tags within ten (10) calendar days of initial credentialing into the track and trace system and will reorder plant or package tags as needed.
5. The receipt of plant or package tags will be recorded in the track and trace system within three calendar days of receipt. If ordered plant or package tags are not received by the licensee, the licensee will notify the DCC.

Immature cannabis plants will be tagged as follows:

1. Each established lot of immature plants will be assigned a plant tag. Each lot of immature plants under a single plant tag will be uniform in strain or cultivar and contain no more than 100 individual immature plants at any one time. The lot plant tag will be visible and within clear view of an individual standing next to the immature lot and kept free from dirt and debris. Each lot will either:
  - a. Have each immature plant in the lot labeled with the unique identifier (UID) number and placed contiguous to one another to facilitate identification by the DCC.
  - b. Be fully separated from other lots of immature or mature plants by a physical barrier.

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In such cases, each individual plant does not need to be labeled with the corresponding UID number.

2. A plant tag will be applied to each individual plant at the time the plant is moved to the designated canopy area or begins flowering.

Mature cannabis plants will be tagged as follows:

1. Each mature plant will be tagged with a plant tag. A plant tag will be attached to the main stem at the base of each plant, placed in a position so it is visible and within clear view of an individual standing next to the mature plant, and kept free from dirt and debris.
2. Licensees are prohibited from removing the plant tag from the mature plant to which it was attached and assigned until the plant is harvested, destroyed, or disposed of.

### 8.3.1 USE OF HARVEST BATCH NAME AND PACKAGE TAGS

Harvested plants that are hanging, drying, or curing will be assigned a unique harvest batch name, which will be recorded in the track and trace system and placed within clear view of an individual standing next to the batch. The assigned harvest batch name will match what is in the track and trace system and the harvest batch name next to the batch will be the same.

Each harvest batch and manufactured cannabis batch will be assigned a package tag and recorded in the track and trace system. For batches held in containers, the package tag will be affixed to the container holding the batch. If a batch of cannabis or cannabis products is held in multiple containers, the package tag will be affixed to one of the containers and the other containers will be labeled with the applicable UID number. Each unit within the container will be labeled with the applicable UID number. All containers with the same UID number will be placed contiguous to one another to facilitate identification by the Department.

## 8.4 TRACK AND TRACE REPORTING

All cannabis and cannabis products on RHF's premises will be assigned a plant or package tag and recorded in the track and trace system, except for harvested plants that are being dried, cured, graded, or trimmed.

Each of the following activities will be recorded in the track and trace system within 24 hours of occurrence:

1. Receipt of cannabis or cannabis products.
2. Rejection of transferred cannabis or cannabis products.
3. Manufacturing of cannabis or cannabis products.
4. Use of cannabis or cannabis product for internal quality control testing or product research and development.
5. Destruction or disposal of cannabis or cannabis products.
6. Packaging or repackaging of cannabis or nonmanufactured products.
7. Laboratory testing, including testing results.
8. Sale or donation of cannabis or cannabis products.

The following information will be recorded in the track and trace system for each activity:

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1. The type of cannabis or cannabis products.
2. The weight, volume, or count of the cannabis or cannabis products.
3. The date of activity.
4. The UID assigned to the cannabis or cannabis products.
5. If cannabis or cannabis products are being destroyed or disposed of, the Inventory Control Manager or designee will record the following information in the notes section:
  - a. The name of the employee performing the destruction or disposal.
  - b. The reason for destruction or disposal.
  - c. The method of disposal.

If a package adjustment is used to adjust the quantity of cannabis or cannabis products in the track and trace system, RHF will include a description explaining the reason for adjustment.

If RHF rejects a partial shipment of cannabis goods, then RHF will record the partial rejection in the track and trace system.

RHF will record the following cultivation activities in the track and trace system within three calendar days of occurrence:

1. Planting of an immature lot.
2. Moving immature plants to a designated canopy area, flowering of an individual plant, or application of a plant tag to an immature plant.
3. Destruction or disposal of an immature or mature plant.
4. Harvesting of a mature plant, or portion thereof.

The following information will be reported in the track and trace system for each harvested plant or portion thereof, or harvest batch:

1. The wet weight of each harvested plant or portion thereof, which will be obtained by the licensee immediately after harvest.
2. The weight of cannabis waste associated with each harvest batch.
3. The unique name of the harvest batch.
4. The initiating date of the harvest. For purposes of this section, the initiating date of the harvest is the month, day, and year the first mature cannabis plants in the harvest batch were cut, picked, or removed from the soil or other growing media.
5. Packaging and repackaging of cannabis or nonmanufactured cannabis.

After the entire harvest batch has been dried, trimmed, cured, and packaged, the licensee will indicate in the track and trace system that the harvest is finished.

### 8.5 RECORDING TRANSFERS OF CANNABIS

RHF will perform the following for all shipments of inventory:

1. RHF will only receive shipments of inventory of cannabis products (e.g., clones) from a licensed cannabis business.

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2. RHF will accept shipments of cannabis products only between the hours of 8 a.m. and 6 p.m.
3. During business hours, cannabis deliveries will enter the designated shipping and receiving area. At no time will cannabis be visible to the public.

RHF will prepare a shipping manifest through the track and trace system prior to transferring cannabis and cannabis products from the licensed premises. The following information will be recorded on the shipping manifest by the licensee initiating the transfer:

1. The name, license number, and premises address of the originating licensee.
2. The name, license number, and premises address of the licensee transporting the cannabis products.
3. The name, license number, and premises address of the licensee receiving the cannabis or cannabis products into inventory or storage.
4. The UID numbers for all items being transferred.
5. The item name, item category and weight or count of cannabis or cannabis products associated with each package tag.
6. The estimated date and time of departure from the licensed premises.
7. The estimated date and time of arrival at each licensed premises.
8. The driver's license number of the personnel transporting the cannabis and cannabis products, and the make, model, and license plate number of the vehicle used for transport.
9. Any other information required by local or state agency regulations.

The distributor who transports the cannabis or cannabis product will record the following additional information on the shipping manifest:

1. The actual date and time of departure from the licensed premises.
2. The actual date and time of arrival at each licensed premises.

Upon pick-up or receipt of cannabis and cannabis products for transport, storage, or inventory, the Inventory Control Manager or authorized employee will ensure that the cannabis or cannabis products received are as described in the shipping manifest. The licensee will record acceptance or receipt, and acknowledgment of the cannabis or cannabis products in the track and trace system.

If there are any discrepancies between type or quantity of cannabis or cannabis products specified in the shipping manifest and the type or quantity received by the licensee, the licensee will reject the shipment.

### 8.6 ACCEPTANCE OR REJECTION OF SHIPMENTS

The Inventory Control Manager or designee will accept or reject, in whole, shipments of cannabis or cannabis products.

A partial shipment of cannabis or cannabis products will be rejected in the following circumstances:

3. If RHF receives a shipment containing cannabis or cannabis products that differ from those listed on the sales invoice or receipt, RHF will reject the portion of the shipment that is not accurately reflected on the sales invoice or receipt.
4. If RHF receives a shipment containing any cannabis or cannabis products that were damaged

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during transportation, RHF will reject that portion of the shipment that was damaged.

5. If RHF receives a shipment containing cannabis or cannabis products that is non-compliant with labeling requirements or exceeds its provided expiration date, RHF will reject the portion of the shipment that is non-compliant with labeling requirements or expired.

Rejecting a shipment of cannabis or cannabis products, whether in whole or in part, will record in the track and trace system and indicate on any relevant manifest, invoice, or sales receipt the specific reason for rejection.

### 8.7 SHIPPING MANIFEST

A shipping manifest will accompany every transport of cannabis product being shipped from the premises. Prior to transporting cannabis products, the Inventory Control Manager will generate a shipping manifest through the track and trace system for the following activities:

1. Testing and sampling.
2. Sale of cannabis products to a licensed distributor.
3. Destruction or disposal of cannabis goods.
4. Any other activity involving the transportation of cannabis products allowed by local and state agency regulations.

The Inventory Control Manager will securely transmit the manifest to the licensee receiving the cannabis products prior to transport. The Inventory Control Manager is responsible for any discrepancies between the shipping manifest and the cannabis products in its possession during transport.

The RHF employee authorized to transport cannabis products for self-distribution will not void or change a shipping manifest during transport, or after departing from the originating licensed premises.

### 8.8 TIMING OF TRACKING

All transactions entered into the track and trace system will occur by 11:59 p.m. Pacific Standard Time on the day the transaction occurred.

The Inventory Control Manager or authorized employee will enter and record complete and accurate information and will correct any known errors entered immediately upon discovery.

### 8.9 INVENTORY RECONCILIATION

RHF's Inventory Control Manager will perform the following:

1. Reconcile all inventories of cannabis products at least once every 30 days.
2. Reconciling on-hand inventory of cannabis and cannabis product with the records in the track and trace system.
3. Reviewing the licensee's authorized users and removing any users who are no longer authorized to enter information into the track and trace system.
4. If the Inventory Control Manager finds a discrepancy between the on-hand inventory and the track and trace system, then an audit will be conducted.

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5. If an audit finds missing inventory, the Inventory Control Manager will notify the DCC and include the date and time of occurrence of the theft, loss, or criminal activity, the name of the local law enforcement agency that was notified, and a description of the incident including, where applicable, the item(s) that were taken or lost. If the reason for the missing inventory involves theft or criminal activity, RHF will notify the CPD.

**8.10 LOSS OF ACCESS**

If at any point RHF loses access to the track and trace system, RHF will prepare and maintain hard copy records detailing all commercial cannabis activities that were conducted during the loss of access. Records include the tracking and reporting items discussed above. Employees responsible for track and trace will be trained on how to keep hard copy records in the event access to the track and trace system is lost.

In the event there is loss of access to the track and trace system, RHF will not initiate transport for, receive, or deliver any cannabis or cannabis products until such time as access is restored. Once access is restored, all commercial cannabis activity that occurred during the loss of access will be entered into the track and trace system within three business days.

RHF will document the cause for loss of access, and the dates and times for when access to the track and trace system was lost and when it was restored.

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**9.0 RECORD KEEPING**

To ensure compliance with state and local agency regulations, RHF will develop reporting forms that include, but are not limited to, the following:

1. Financial records including, but not limited to, bank statements, sales invoices, receipts, tax records, and all records required by the California Department of Tax and Fee Administration (formally Board of Equalization) under Title 18 California Code of Regulations sections 1698 and 4901.
2. Personnel records, including each employee's full name, social security or individual taxpayer identification number, date employment begins, and date of termination of employment if applicable.
3. Training records, including but not limited to the content of the training provided, and the names of the employees that received the training.
4. Contracts with other licensees regarding commercial cannabis activity.
5. Permits, licenses, and other local authorizations to conduct the RHF's commercial cannabis activity.
6. Security records, except for surveillance recordings which are required to be kept for 30 days, but no longer than 90 days.
7. Records relating to the composting or destruction of cannabis goods.
8. Documentation for data or information entered into the track and trace system.
9. All other documents prepared or executed by RHF or their authorized designee in connection with cannabis activities.
10. Facility and equipment maintenance.
11. Incident notification for security breaches and operational complaints (e.g., odor complaint).
12. Any other records discussed in this Business Plan and/or required by local or state agencies.

RHF's records will be legible and stored in a location that is protected from debris, moisture, contamination, hazardous waste, fire, theft, and alteration by unauthorized persons.

RHF will keep all records for a minimum of two years, or as required by the City or agencies with regulatory oversight. Records will be available in either hard copy or electronic format for review by agency personnel upon request. Only the General Manager or their authorized designee will have access to records.





## City of Colusa California

### STAFF REPORT

**DATE:** August 16, 2022  
**TO:** Mayor Reische and member of the City Council  
**FROM:** Jesse Cain, City Manager

#### AGENDA ITEM:

Subject: Public Hearing for a proposed first reading of an Ordinance approving a development agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2876 Niagara Avenue.

**Recommendation:** Council to Open the public hearing, and introduce, read by title only, and waive the full first reading of the proposed Ordinance:

An Ordinance of the City Council of the City of Colusa approving a Development Agreement between the City of Colusa and Genesis Extracts relative to the establishment and operation of a cannabis manufacturing/business facility located at 2876 Niagara Ave. in Colusa

**Recommendation:** Council to adopt the following Resolution:

A Resolution of the City Council approving a Special Use Permit and a Regulatory Use Permit, relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2876 Niagara Ave. in Colusa

#### BACKGROUND ANALYSIS:

The subject property (the "Site") is located on 1.6 acres within the southern portion of the Colusa Industrial Park (CIP) at 2876 Niagara Avenue and surrounded by existing industrial land uses to the north, west and south. The Colusa County Airport is located immediately east of the Site.

There is an existing 4800-square-foot, single-story building, within which the Owner plans to install equipment for, and perform, "Type 7" volatile extraction cannabis operations at the Site (the "Project"). Sufficient paved parking space is available to accommodate the Project's 15 employees projected to work at the site after the first year of operation. Limited extracted cannabis products would be transported to and from the site from time to time as available.

Genesis Extracts CA (the "Owner") requests development agreement ("DA"), Cannabis Business Regulatory Permit, and Cannabis Business Special Use Permit approval as required by City Code to operate their cannabis business.

### Development Agreement

As drafted, the term of the DA would last ten years. The DA contains mutually agreeable terms and provisions defining the obligations and contributions applicable to the City and the Owner. The DA establishes performance requirements, reporting and audition procedures, monetary compensation to the City (in the form of Production Fees), regulations, "City Covenants," and specific development criteria of the project.

### Use Permits

The extraction of cannabis products is considered "manufacturing," and one of many permitted uses, within the City's cannabis regulations, following approval of a DA, special use permit, and regulatory permit by the City Council. The scope of the Owner's Project is limited to how it is described above in compliance with State and City regulations including the Zoning Ordinance. Multiple conditions of any use permit approval would apply to the project (if approved) and are included within the draft resolution. These include requiring detailed plans for security and safety, odor control, premises layout, and parking.

Staff considers the proposed use of the site, DA, special use permit and regulatory permit to be consistent with the City Code, Zoning Ordinance and General Plan

### ENVIRONMENTAL REVIEW:

City Staff considers approval of this Development Agreement to be exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15332, which reads as follows:

*Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.*

*(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

*(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.*

*(c) The project site has no value, as habitat for endangered, rare or threatened species.*

*(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

*(e) The site can be adequately served by all required utilities and public services.*

Staff considers the development of the Project to be exempt as provided above since for the following reasons: It is consistent with the general plan designation & policies as well as with applicable zoning designation and regulations; The Project Site, as previously developed, has no value, as habitat for endangered, rare or threatened species; The limited, 4,800-square-foot building with conditions would generate negligible traffic, noise, air quality, or water quality, impacts; and all utilities and public services are already at the Site.

### PUBLIC COMMENT:

Staff received comments on the proposed Project.

**PLANNING COMMISSION ACTION:**

During their meeting of April 13, 2022, the Planning Commission considered a Planning Department staff report and public testimony in support of the project. Following the public hearing, the Planning Commission voted 5-0 to pass a Resolution recommending City Council approval of the proposed DA. Under the City Code, the Planning Commission does not review cannabis-related use permits.

**BUDGET IMPACT:**

If adopted, this ordinance and DA may facilitate new sources of revenue (over a longer period of time) to the City of Colusa from future cannabis manufacturing activities associated with this Project.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider the analysis, project staff report, and public testimony. Should the City Council support such analysis and the proposed project, staff recommends that the City Council approve the following:

1. FIRST READING BY TITLE ONLY AND SET FOR SECOND READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND GENESIS EXTRACTS CA RELATIVE TO THE ESTABLISHMENT AND OPERATION OF A CANNABIS MANUFACTURING / BUSINESS FACILITY LOCATED AT 2876 NIAGARA AVE. IN COLUSA
2. A RESOLUTION OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT AND A REGULATORY USE PERMIT, RELATIVE TO THE ESTABLISHMENT AND OPERATION OF A CANNABIS MANUFACTURING / BUSINESS FACILITY LOCATED AT 2876 NIAGARA AVE. IN COLUSA

**ATTACHMENT:**

Ordinance No \_\_\_\_ approving Development Agreement

Resolution No \_\_\_\_ for Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF COLUSA AND GENESIS EXTRACTS CA  
RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING (“TYPE 7”  
VOLATILE EXTRACTION) FACILITY LOCATED AT 2876 NIAGARA AVENUE IN  
COLUSA

The City Council of the City of Colusa does ordain as follows:

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because the Project is exempt from further environmental review under CEQA. City of Colusa Planning Staff have concluded with certainty that the Project would have no significant effect on the environment, pursuant to Guidelines Section 15061 (b) (3), because there is no development associated with the proposed draft Ordinance.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the property located at 2876 Niagara Avenue (“Site”).

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on April 13, 2022, passed a resolution by a vote of 5-0 recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance for the Development Agreement, attached hereto and incorporated by reference herein, by and between the City of Colusa and Genesis Extracts CA relative to the manufacturing of cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and Genesis Extracts CA relative to only Type 7 (Volatile Extraction) on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
TOM REISCHE, Mayor

ATTEST:

\_\_\_\_\_  
SHELLY KITTLE, City Clerk

First Reading:

Second Reading:

Effective Date:

ATTACHED:

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND  
GENESIS EXTRACTS CA

## RESOLUTION NO. 22-

### A RESOLUTION OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT AND A REGULATORY USE PERMIT, RELATIVE TO THE ESTABLISHMENT AND OPERATION OF A CANNABIS MANUFACTURING / BUSINESS FACILITY LOCATED AT 2876 NIAGARA AVE. IN COLUSA

Whereas, Genesis Extracts CA (the “Owner”) has applied to the City to develop and open a cannabis manufacturing facility at 2876 Niagara Ave, Colusa, CA consistent with California laws regulating cannabis manufacturing (the “Project”); and

Whereas, the Project will include extracting and related cannabis manufacturing activities in compliance with state and local law, but would not include the dispensing or sale to individual qualified persons at the facility.

Whereas, the City of Colusa has adopted City Code Article 21-5, and added Section 33.03 to the City of Colusa Zoning Code, setting forth requirements for cannabis manufacturing regulations and a requirement to obtain a Cannabis Special Use Permit respectively; and

Whereas, the City of Colusa also added a new Chapter 12F to the City of Colusa Municipal Code setting forth requirements for a Cannabis Regulatory Permit; and

Whereas, the Owner must be granted both a Cannabis Special Use Permit and a Cannabis Regulatory Permit by the City of Colusa City Council.

Now therefore, the City Council of the City of Colusa does resolve as follows:

Section 1. The City Council finds that the establishment, maintenance and operation of the Project applied for is consistent with the City’s General Plan and zoning for the site.

Section 2. The City Council finds that the establishment, maintenance and operation of the Project applied for will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or to be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.

Section 3. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the project is categorically exempt under CEQA guidelines sec. City Staff considers approval of this Development Agreement to be exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15332, because staff considers the development of the Project to be exempt as provided above since for the following reasons: It is consistent with the general

plan designation & policies as well as with applicable zoning designation and regulations; The Project Site, as previously developed, has no value, as habitat for endangered, rare or threatened species; The limited, 4,800-square-foot building with conditions would generate negligible traffic, noise, air quality, or water quality, impacts; and all utilities and public services are already at the Site.

Section 4. The City Council hereby approves a cannabis special use permit for the Project,

1. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis Operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared by a licensed design professional, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus six (6) inches.
2. A Security and Safety Plan for insuring the safety of persons and to protect the Premises from theft meeting all of the requirements of Article 21-5.06 subsections (q) and (r) to be reviewed and approved by the City of Colusa Police Chief.
3. Odor Control Plan. Cannabis Operations shall provide 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:
  - a. An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
  - b. 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.
4. Hazardous Materials Safety Plan. 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. Submit a hazardous materials safety plan depicting the location and safety measures to be used for review and approval by the City of Colusa Fire Chief.
5. Proof of Insurance meeting the requirements of Colusa Municipal Code Article 21.5. Section 14.
6. A facility parking and landscaping plan shall be submitted to, and approved by, the Planning Department prior to occupancy of the project site.

Section 5. The City Council hereby approves a cannabis manufacturing regulatory permit for the Project.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of August 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

ATTEST:

\_\_\_\_\_  
Shelly Kittle, City Clerk





# BUSINESS PLAN

## SUMMARY

Joel Gonzalez Extracts is a business that will perform a service of extraction. Producing different concentrates for licensed cannabis businesses. Our facility will be located in the Colusa Industrial Park area. This location is perfect for our business to operate enabling us to easily provide our services to the local farms and other licensed cannabis businesses of Colusa and throughout Northern California.

## THE PRODUCT AND PROCESS

Joel Gonzalez Extracts will be an owner/operated business. The focus of Joel Gonzalez Extracts will be production, at significant and increasing volumes. For more than five years Owner/Founder, Joel Gonzalez has trained with experienced cannabis extractors, studied and researched extraction techniques and manufacturing practices, aligned with a knowledgeable and competent advisory committee, and learned the disciplines involved in the management of an efficient manufacturing facility. Joel also has approximately three years of experience in operating the **Precision PX10 Extraction System** that will be the closed-loop system used at this facility, and he provides an extensive background in the cannabis industry, his training, and knowledge in volatile-extraction technologies make him acutely aware of both the advantages of hydrocarbon solvents as well as the safety risks.

## MAIN OBJECTIVE

- To obtain a license to manufacture cannabis in California.
- To meet our goal of Owning and Operating our facility.
- To be fully compliant with all local and state municipalities.
- To become the preferred cannabis manufacturer in Northern California.

## OUR MISSION

Our mission is to become the best-of-the-best in cannabis extraction and set higher efficiency, ethics, and safety standards.

To achieve our goal of successfully serving businesses across the state of California, building our knowledge of the ever-changing industry, and eventually expanding nationwide with the passing of federal cannabis reform.

## KEY TO SUCCESS

- Joel Gonzalez Extracts has obtained a Precision® X10 Extraction closed-loop system, that will be operated in a compliant C1D1 extraction room. As well as post-extraction ovens and other equipment used for this process.
- Our extraction procedures and post-extraction processes will produce safe, consistent, high-quality products.
- Provide California cannabis companies with our extraction services. We do not sell to the consumer directly, so we will not compete with the clients we serve.
- We are committed to and looking forward to getting local approval from the City of Colusa and our California State Annual license. We plan on providing preferred service to our neighbors in the Colusa Industrial Park, providing them with consistent, compliant, products, with a maximum yield end product.

**OPERATIONS**

Joel Gonzalez Extracts will remain focused on always exceeding the expected safety and health standards. Continuing to research methods, processes, and benefits of use, along the journey, as we believe cannabis concentrates are the most accessible way to consume some of the most beneficial aspects of the cannabis plant.

**CHIEF EXECUTIVE OFFICER – JOEL GONZALEZ**

- Represents the company in all aspects of the business and will be running the daily operations for Joel Gonzalez Extracts.
- Will provide direction for the business.
- Creates, and implements the operations, vision, mission, and overall direction.
- Ensures that the company meets our goal and exceeds the expected safety and health standards at all times.

Founder Joel Gonzalez has been an advocate for the use of cannabis for both medical and adult use. He is passionate about being part of the legal cannabis industry, he has been part of the cannabis culture for over 20 years. It was in 2008 when his cousin was diagnosed with stage 4 pancreatic cancer that Joel saw firsthand the benefits that medical cannabis can offer someone. Since then, he has been researching, training, consulting with skilled cultivators, and extractors, and aligning himself with a knowledgeable Board of Advisors to help keep him up to date with the technologies and techniques. Joel started with cultivating and has fully embraced the change and direction of the industry with concentrates.

**FACILITY ADMINISTRATOR MANAGER**

- Responsible for overseeing the smooth running of administrative tasks for the organization.
- Carries out onboarding and training of any new team members.
- Responsible for ensuring training is completed.
- Oversees the smooth running of the daily business activities.

**Todd Talley, Ph.D.**  
Chief Scientific Officer

After his years of research in Toxicology, Crystallography and Neuropharmacology, Dr. Talley consults and oversees scientific operations for private companies.

University of California, San Diego, La Jolla, CA, US Postdoctoral training in Molecular Pharmacology, 2006  
Advisor: Professor and Dean Palmer Taylor.  
University of Montana, Missoula, MT, US Ph.D. in Organic/Medicinal Chemistry Thesis advisor: Professor Charles M. Thompson, 2001.  
The University of Utah, Salt Lake City, UT, US B.S. in Chemistry (Professional Interdisciplinary), 1995.

**Tim Bancroft, P.E.**  
Chemical Engineering

Consultant, review, and inspection services as well as providing Hazardous Materials program management.

B.S. Chemical Engineering San Jose State University B.S. Chemistry California State University, Chico.  
Mr. Bancroft has over twenty years of Environmental, Hazardous Materials, and related Chemical Engineering experience, including an extensive regulatory background focusing on hazardous materials handling, waste treatment, and code compliance.

**Dan Elder, BS**  
Consultant / Advisor

Bachelor of Science degree in Industrial Technologies from Western Washington University, focus was on production processing.  
Provides consulting services, and provides information/training to improve productivity, profitability, and safety.

**Steve Tarr**  
Consultant / Advisor  
Very knowledgeable in cannabis compliance, extraction equipment, and training.

Steve provides advisory and consulting services for public and privately held companies.  
Former Chief Operating Officer of Precision Extraction Systems, the world's leading provider of cannabis and hemp extraction technology.

## WORK FORCE AFTER YEAR ONE (OR SOONER AS BUSINESS ALLOWS)

### EXTRACTION OPERATOR ASSISTANT

- Assist the owner with the extraction process.
- In charge of operating machines that are used in the extraction of cannabis by using a solvent.
- Responsible for taking care, maintaining the machines and equipment in the extraction facility, and setting up service for regular maintenance when needed.

### SALES AND MARKETING

- Will meet and market to cannabis cultivators and distributors.
- Manages external research and coordinates all the internal sources of information to retain the organization's best customers and attract new ones.
- Reach out to new partners, and business opportunities.

### LOCATION

Our extraction facility will be located in the Colusa Industrial Park at 2876 Niagara Ave. Colusa, CA This location is ideal for our business, we are not open to the public, and we are not a retail facility.

### OUR HOURS OF OPERATION:

8:00 pm – 8:00 am 7 days per week. We will operate during PGE's "Off Peak" hours.

### SERVICES

Joel Gonzalez Extracts will provide extraction services to licensed cannabis cultivators. This provides them an avenue to increase their gross revenue and allows them to obtain a high-quality product, for a low cost to increase their revenue with bigger margins.

### CHECK LIST AND MILESTONES

- Business Name Availability Check: **Completed and Secured**
- Securing Point of Sales (POS) Machines: **As Per Regulation, After Approval**
- Application and Obtaining Taxpayer's ID: **In Progress**
- Application for business license and permit: **In Progress**
- Leasing of facility and construction of the processing plant: **Completed**
- Generating capital from family members and friends: **Completed**
- Writing of Business Plan: **Completed**
- Drafting of Contract Documents and other relevant Legal Documents: **In Progress**
- Design of The Company's Logo: **Completed**
- Recruitment of employees: **Will be completed as business allows**
- Purchase of Extraction & post-extraction equipment needed to operate: **Completed**
- Creating Official Website for the Company: **In Progress**
- Creating Awareness for the business both online and around the community: **In progress, pending Approval to Operate**
- Establishing business relationship with vendors – wholesale suppliers/merchants: **In Process with Vendors Currently – Network of companies ready to do business with us, once we obtain our license**
- Joel Gonzalez Extracts will be Owner Operated; The Primary operator will be the founder, Joel Gonzalez. Joel has spent the past 5 years dedicated to education, research, and networking within the world of cannabis extraction and has formed an

advisory board team of experts to work with, consult, and train under. Joel is committed to operating a fully compliant extraction facility that will provide extraction services to other cannabis businesses throughout the state of California.

### **ANALYSIS**

We have projected our break-even point to be in year two, as in the first 15 Months all money made will be going back into the business for daily operations, and to eliminate any acquired debt from start-up. We are looking forward to opening and building relationships with the local businesses and providing our service to the cannabis farms of Colusa. We are in this long-term and one of our goals is to be the preferred extractor in Northern California. We have met many people in this industry over the years from San Jose, all the way to Colusa, from Vendors, fellow cannabis entrepreneurs, property owners, and managers. We have formed some long-lasting friendships and great business relationships along the way. Until we came to the City of Colusa, we haven't felt like we'd found the right space to start this venture.

We are very pleased with our decision to open our extraction business in Colusa, California and we look forward to operating here for many years to come.

## **JOEL GONZALEZ EXTRACTS Business Plan**

### **CONFIDENTIALITY STATEMENT**

This document (the "Business Plan") contains confidential information proprietary to

Joel Gonzalez Extracts from now on referred to as "JGC" ("JGC"). This information and related conversations are submitted solely to introduce selected parties to JGC's Business Plan. JGC's disclosure of information contained herein and in related conversations does not constitute authorization for the recipient of the Business Plan to use the information, ideas, or concepts contained herein for any other than the evaluation of JGC, or to disclose any information to any other parties. JGC retains ownership of this Business Plan, including any concepts and ideas described herein. Each recipient of this document agrees to treat the information in a strictly confidential manner. The recipient may not disclose, directly or indirectly, or permit any agent or affiliate to disclose any information contained herein, or reproduce this document in whole or part without the prior written consent of JGC, unless otherwise required by applicable law.

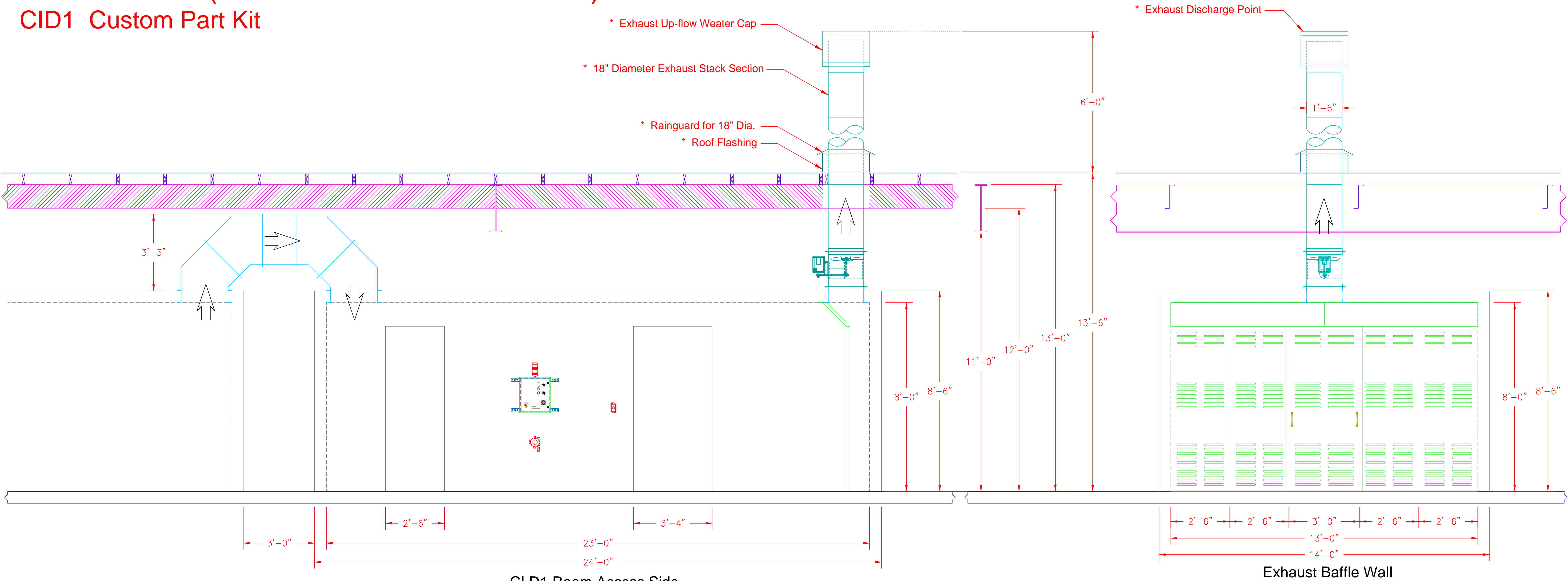






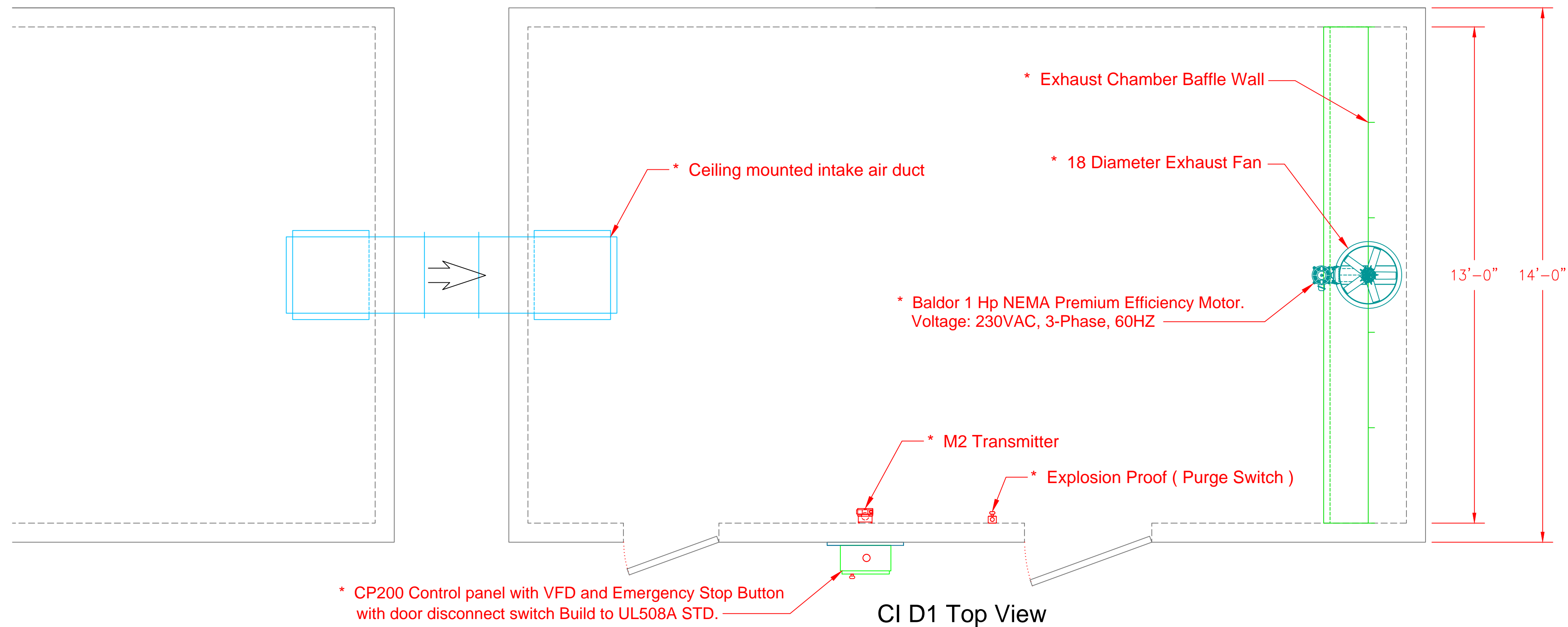
# CI D1 Room (Plant Oil Extraction Room)

## CID1 Custom Part Kit



### EXHAUST SPECIFICATIONS

- \* 18" Dia ACME Inline belt drive low sound HQ Tubeaxial Propeller Fan
- \* Five non-sparking aluminum blades.
- \* Baldor 1 Hp NEMA Premium Efficiency Motor.
- \* Voltage: 230VAC, 3-Phase, 60HZ
- \* Minimum Base Air Flow Rate: 1500 CFM
- \* Minimum Purge Air Flow Rate: 4000 CFM



*Handwritten signature: X. Del Rio*

ADVANCED  
**EXTRACTION**  
LABS

1695 Piner Road, Santa Rosa, CA 95403  
(888) 407-5723 (707) 523-3702  
<http://www.ptsspraybooths.com> email: Chris@ptsspraybooths.com

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DRAWN FOR: <b>Joel Gonzalez Extracts</b>			
DESCRIPTION: CID1 Room: DYS Series Kit: DYS Custom Kit			
DRAWN BY: Dean	CHECKED BY:	APPROVED BY:	DATE: 08/19/2021
INSTALLED BY:	FIELD CHANGED BY:	SCALE: 24 or 1/2" = 1'-0"	DRAWING NAME: Genesis Elevations





Joel Gonzalez  
EXTRACTS



#### POWER

NOTE: THE FOLLOWING SUBSCRIPTS ARE USED TO INDICATE DIFFERENT TYPES OF RECEPTACLES

- S — RECEPTACLE W/ INTEGRAL SURGE PROTECTION, BLUE
- 2 — DOUBLE DUPLEX RECEPTACLE
- XP — EXPLOSION PROOF RECEPTACLE
- IG — ISOLATED GROUND RECEPTACLE
- WP — WEATHERPROOF
- S — TOP HALF OF DUPLEX RECEPTACLE SWITCHED
- GFI — GFI TYPE DUPLEX RECEPTACLE WITH BUILT IN GROUND FAULT INTERRUPTION, 5MA, 15A, 125V, 3 WIRE

- 20A, 125V, 2 POLE, 3 WIRE GROUNDING DUPLEX RECEPTACLE, NEMA 5-20R MOUNT @ 17" A.F.F. TO CENTERLINE OF BOX, TYP. V.O.N.
- SPECIAL PURPOSE RECEPTACLE SUBSCRIPT DENOTES NEMA TYPE, REFER TO SPECS
- JUNCTION BOX, 4 INCH SQUARE UNLESS OTHERWISE NOTED

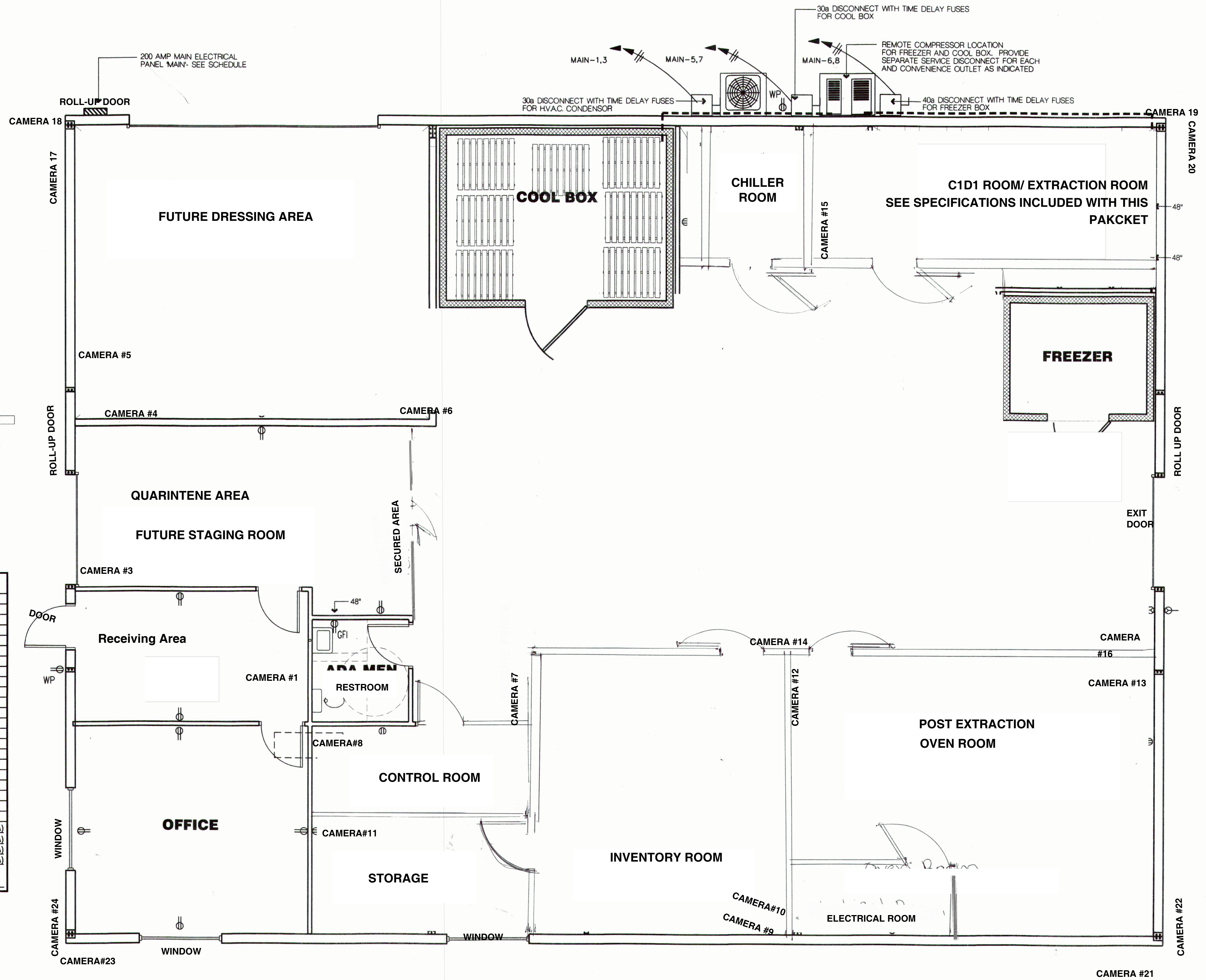
PS POWER SUPPLY

POWER PANELBOARD

SAFETY SWITCH, CHARACTERISTICS AS INDICATED BY SUBSCRIPT OR SCHEDULE

#### NOTES AND LEGEND

LOCATION: EXTERIOR OF BUILDING										NEMA RATING: 3R									
TYPE	DIRECTORY	LOAD	BKR	CIR	CIR	BKR	LOAD	DIRECTORY	TYPE	TYPE	DIRECTORY	LOAD	BKR	CIR	CIR	BKR	LOAD	DIRECTORY	TYPE
PWR	HVAC - TRANE	2520	30	1	2	20	1188	HVAC - SPEAKMAN	PWR										
PWR	"	2520	1	3	4	1	1188	"	PWR										
PWR	COOL BOX	2760	30	5	6	40	3168	FREEZER	PWR										
PWR	"	2760	1	7	8	1	3168	"	PWR										
PWR	MOBILE FREEZER	3336	40	9	10	20	1163	TROLLEY	PWR										
PWR	"	3336	1	11	12	1	1163	"	PWR										
PWR	SORTER	859	20	13	14	1	1163	"	PWR										
PWR	"	859	15	16	20	1	139	CONVEYOR	PWR										
PWR	"	859	1	17	18	1	139	"	PWR										
PWR	VACUUM PACKERS	348	20	19	20	1	139	"	PWR										
PWR	"	348	1	21	22	20	1728	COMPUTERS	REC										
REC	REFRIGERATOR	1524	20	23	24	20	1800	ENTRY, RESTROOMS, CHANGING	REC										
LTG	PKG/SOR, CLEAN ROOM, RAW PROC.	1800	20	25	26	20	1800	OFFICE, BREAKROOM	REC										
LTG	ENTRY, OFFICE, BREAK, R.R.S	1600	20	27	28	20	400	EXTERIOR WALL-PACKS	LTG										
SPARE	"	"	20	29	30	20	1	SPARE											
SPARE	"	"	20	31	32	20	1	SPARE											
SPARE	"	"	20	33	34	20	1	SPARE											
SPARE	"	"	20	35	36	20	1	SPARE											
SPARE	"	"	20	37	38	20	1	SPARE											
SPARE	"	"	20	39	40	20	1	SPARE											
SPARE	"	"	20	41	42	20	1	SPARE											
VOLTS: <input type="checkbox"/> 208/120V, 3ø, 4W. <input checked="" type="checkbox"/> 480/277V, 3ø, 4W.										PHASE A LOAD: 15745 VA ( 65.6A)									
AMPS: <input type="checkbox"/> 100A <input checked="" type="checkbox"/> 225A <input type="checkbox"/> 400A <input type="checkbox"/> 600A										PHASE B LOAD: 12499 VA ( 52.1A)									
MAIN: <input checked="" type="checkbox"/> MLO <input type="checkbox"/> MCB <input type="checkbox"/> DB. LUGS <input type="checkbox"/>										PHASE C LOAD: 13975 VA ( 58.2A)									
BUSS: <input checked="" type="checkbox"/> ALUMINUM <input type="checkbox"/> COPPER										TOTAL CONNECTED LOAD: 00 VA (175.9A)									
MTD: <input type="checkbox"/> FLUSH <input checked="" type="checkbox"/> SURFACE										NEUTRAL BUS: <input type="checkbox"/> 10K <input type="checkbox"/> 14K <input checked="" type="checkbox"/> 22K <input type="checkbox"/>									
DOOR: <input checked="" type="checkbox"/> STANDARD <input type="checkbox"/> DOOR IN DOOR										GROUND BUS: <input type="checkbox"/> 10K <input type="checkbox"/> 14K <input checked="" type="checkbox"/> 22K <input type="checkbox"/>									





## RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY OF COLUSA PLANNING COMMISSION RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND GENESIS EXTRACTS CA RELATIVE TO THE POTENTIAL DEVELOPMENT OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2876 NIAGARA AVENUE IN COLUSA.

**WHEREAS**, the City has received an application from GENESIS EXTRACTS CA for development of a cannabis manufacturing facility, and

**WHEREAS**, , the City has established City Municipal and Zoning Code regulations for the orderly development of such uses, and

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

**WHEREAS**, the Planning Commission has duly called, advertised and conducted a Public Hearing required by law concerning proposed, said municipal code and zoning amendments; and

**WHEREAS**, the City of Colusa Planning Commission has considered public and staff input.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Colusa Planning Commission, that the Planning Commission recommends that the City Council of the City of Colusa adopt an ordinance of the City Council of the City of Colusa approving a Development Agreement by and between the City of Colusa and Genesis Extracts CA.

**THE FOREGOING RESOLUTION** was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission held on the 13<sup>th</sup> day of April, 2022, by the following vote.

**AYES:** Codorniz, Armocido, Martin, Duncan, Chairman Selover

**NOES:**

**ABSTAIN:**

**ABSENT:**

Signed and approved as to form by me on this 13<sup>th</sup> day of April, 2022

ATTEST: \_\_\_\_\_  
Planning Commission Chair, Selover

\_\_\_\_\_  
Planning Secretary, Bryan Stice

ATTACHMENT 1 – Ordinance for Development Agreement



## City of Colusa California

### STAFF REPORT

**DATE:** August 16, 2022  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Sadie Ash and Fernanda Vanetta through Jesse Cain, City Manager

#### **AGENDA ITEM:**

**Subject:** Procedure to Track and Report Strong Smells in the City of Colusa

**Recommendation:** Council to approve procedure as follows for the reporting and tracking of strong smells in the City of Colusa:

Citizens to call city hall at (530) 458-4941 to report any strong smells. At the time of call city staff will request the following information:

- Name
- Address and Phone Number
- Time and date of incident
- Location where smell was detected
- Whether identified smell is suspected to be cannabis, mushroom or other

If call is made after hours, please make sure to provide all above information in a phone message.

A summary of all call will be included in the monthly staff report which will be provided at city council meetings.

#### **BACKGROUND ANALYSIS:**

Strong smells have been a persistent problem for the citizens of the City of Colusa. Council has taken notice and instructed city staff to come up with a procedure to track and report smell complaints by the public. The reported information will provide support information for the further development of mitigation measures with businesses that may be the source or contributing to the problem.

While several businesses that are suspected to be the source of the offending smells are currently working with city staff and council members to address and mitigate further incidents, this report will provide the city with data points that can be presented to responsible businesses.

Summary of report will also be used to further discussion by city council of necessary future actions needed in respect to businesses that do not take the proper steps to mitigate future incidents.

**BUDGET IMPACT:** No Impact

**ATTACHMENT:** Graphic with contact information to report strong smells

# Let us know!

Item 7.

Notice a strong smell in town?

Please let us know!

Call (530)458-4941

and inform City Staff

Calls regarding smells will be documented and counted, specifically around cannabis cultivation and mushroom production. These totals will be presented in the Monthly Staff Reports during City Council Meetings.





## City of Colusa California

### STAFF REPORT

**DATE:** August 16, 2022  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Fernanda Vanetta through Jesse Cain, City Manager

#### AGENDA ITEM:

Subject: Possible planning and construction of Electric Vehicle (EV) charging infrastructure in the City of Colusa

**Recommendation:** To get direction about the future of charging infrastructure in the City of Colusa and to identify partners and stakeholders that would like to participate in the planning and implementation process.

#### BACKGROUND ANALYSIS:

Electric vehicles are quickly changing our transportation landscape, a change that promises to bring benefits to individuals, businesses, and entire communities. As of right now, rural communities are lagging in EV charging infrastructure when compared to more substantially populated areas. As a result, there are several initiatives to help support the development of infrastructure in traditionally underrepresented or underserved segments of the population.

In rural parts of the country—home to 20 percent of Americans and almost 70 percent of America’s road miles—EVs can be an especially attractive alternative to conventional vehicles. Rural residents drive more than their urban counterparts, spend more on vehicle fuel and maintenance, and often have fewer alternatives to driving to meet their transportation needs. Over the long run, EVs will help residents of rural areas reduce those costs and minimize the environmental impact of transportation in their communities.<sup>1</sup>

But beyond individual benefits that EV can provide, charging infrastructure also bring benefits to communities. This includes economic development opportunities, health benefits and lower greenhouse gas emissions.

Given current limits on the range of EVs, those drivers may be especially attuned to the availability of charging stations along their routes and plan their stops accordingly. Given the time it takes to charge (depending on the availability of level 2 or a DC Fast Charging Station) most consumers are likely to combine their stops with other activities, like dining, shopping, and

<sup>1</sup> U.S. Department of Transportation – “Charging Forward – A Toolkit for Planning and Funding Rural Electric Mobility Infrastructure”

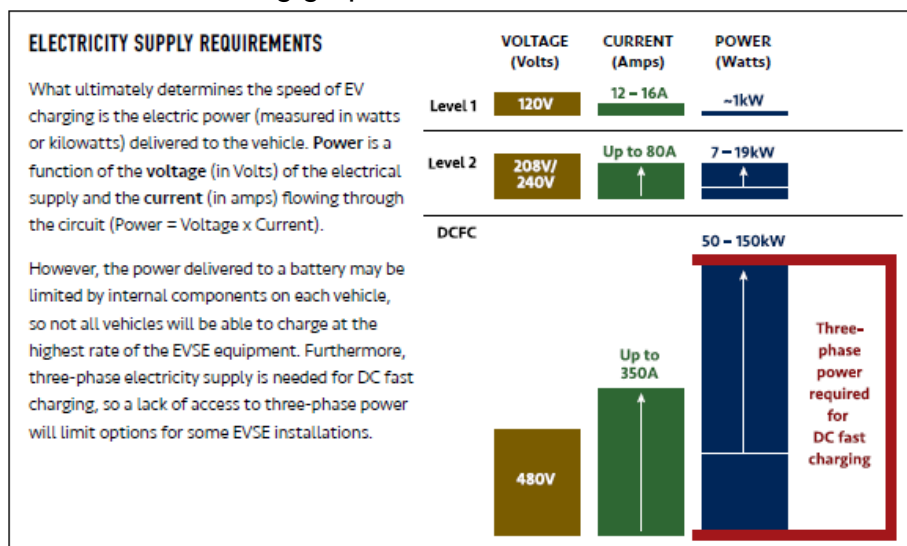
other attractions. Thus, providing EV charging stations can enable rural communities to draw regional travelers driving EVs, while bringing additional revenue to local businesses.

Partnerships are a crucial element of establishing charging infrastructure. The type of partnership and direction should consider the goals and vision of the community. Key partners to planning, funding, and implementing electric vehicle supply equipment (EVSE) are statewide partners, local and regional planning agencies, electric utilities, charging networks and site hosts.

Partners and how they impact the process:

- Statewide and multistate partners, including organizations planning for EV corridors, State environmental, energy, and transportation agencies, and multistate initiatives working on climate change and electric vehicles, can help identify key stakeholders and provide technical assistance or funding.
- Local and regional planning partners include Clean Cities coalitions that can help rural entities get started on an EVSE project and transportation planning agencies that can help align EVSE projects with broader transportation planning efforts and available funding.
- Electric Utilities, like PG&E, are a critical partner in planning for EV infrastructure.
- Charging Networks Many public charging stations are owned or operated by private charging network companies, such as ChargePoint, Electrify America, EVgo, and Greenlots. These charging networks commonly require a membership to recharge an EV at their stations. Network companies also provide users with station information to locate and get directions to their charging stations.
- Site Hosts is the owner or occupant of land on which an EV charging station is built. Site hosts represent a variety of industries and land use types, including:
  - Tourist destinations and public lands
  - Businesses and institutions, such as hotels, shops, and restaurants
  - Community sites, such as a public library or town hall

Additional considerations for placement and needs are the Electricity Supply Requirements that can be summarized in the following graphic from the DOT:

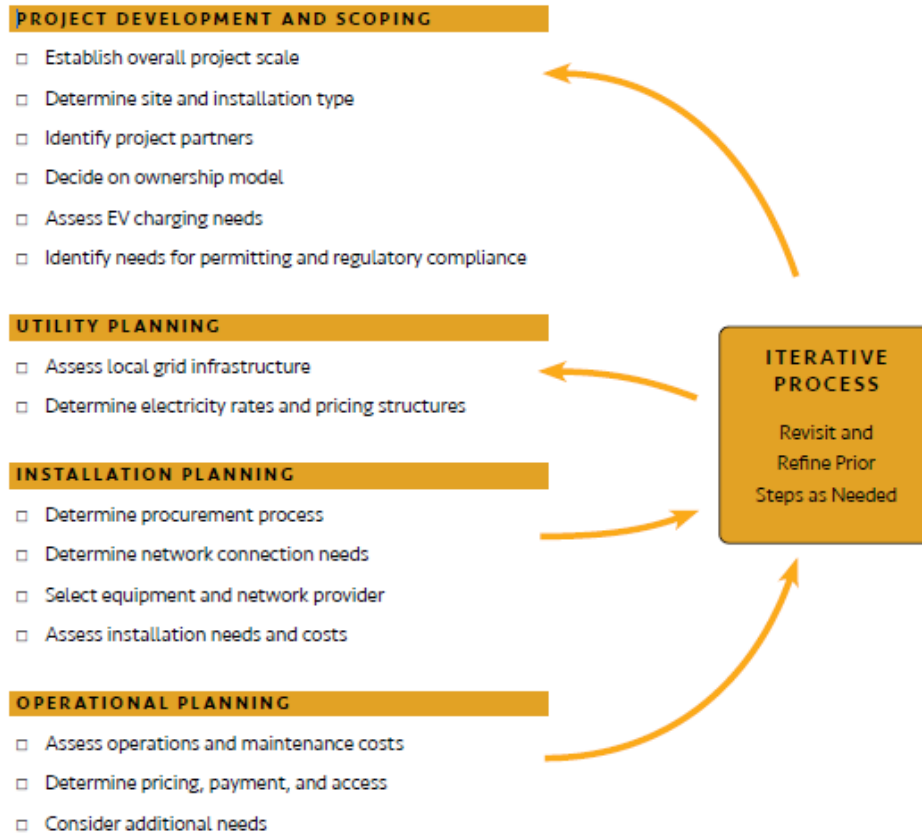


**Figure 5.5.** Electricity supply needs of different charging speeds, including the importance of three-phase power for fast charging. (Source: USDOT Vehicle Center)



In summary the City Council and citizens can discuss their vision to plan and install an electric charging network that can benefit its populace and bring further economic development to the region. Below is a quick summary of the project development and planning process.

Key Steps in planning EVSE projects:



**BUDGET IMPACT:** The budget impact is dependent on direction of future projects.



# CITY OF COLUSA

425 WEBSTER STREET \* COLUSA, CA 95932 \* (530) 458-4740 \* FAX (530) 458-7555

August 16, 2022

The Honorable Jeffrey A. Thompson  
Presiding Judge  
Superior Court of California, County of Colusa  
532 Oak Street  
Colusa, California 95932

Dear Judge Thompson,

As required by law, this letter is the City of Colusa City Council's official response to the 2021-2022 Colusa County Civil Grand Jury report dated June 15, 2022, entitled "Misuse of Public Funds and Multiple Code and Policy Violations for the City of Colusa". The Colusa City Council has taken this report seriously, and appreciates the time the Grand Jury took investigating and reporting on this topic. Please accept our responses and take into consideration that some corrective measures are still in process. The Colusa City Council is agreeable to updating this response if and when policies pertinent to the subject are adopted.

## **Council Responses to Grand Jury Findings**

F1. Council acknowledges that the City failed to obtain proper permits which may have posed health, safety and liability exposure. Council has instituted policies that set protocols for event permitting on November 2, 2021.

F2. Council acknowledges that the City failed to obtain proper permits which may have posed health, safety and liability exposure. Council has instituted policies that set protocols for event permitting on November 2, 2021.

F3. Council acknowledges that the City provided inaccurate information on the applications to the Department of Alcoholic Beverage Control (ABC) by underestimating the anticipated number of attendees for each event.

F4. Council acknowledges that the City sold and served alcohol at the Country in Colusa and Fourth of July events without valid special daily beer, wine and liquor permits – which violated ABC codes, posed health and safety risks to the public and may have introduced liability to the City. Council also acknowledges that City staff purchased alcohol from a local grocery store using public monies withdrawn from the City's bank account. Updated Credit Card Use Policy specifies alcohol purchases are not allowed. (Should Council consider adopting an alcohol purchasing and sales policy, or consider prohibiting?)

F5. Council acknowledges that the City violated its Purchasing Policy by making large monetary purchases related to the City sponsored summer of 2021 events without attempting to get at least three (3) competitive quotes for qualified items or utilizing local businesses first. The City's purchasing policy was amended on November 2, 2021.

F6. Council acknowledges that the City violated its Purchasing Policy by making non-allowable purchases using City issued credit cards and cash including alcohol. Council has instituted and/or updated policies that set protocols for City credit card use November 2, 2021.

F7. Council acknowledges that the City violated its Credit Card Use Policy using a former employee's credit card, which should have been deactivated upon the former employee's departure from City employment. Council has instituted an updated policy that sets protocols for City credit card use on August 24, 2021.

F8. Council acknowledges that the City disregarded and violated multiple City, County and State policies and procedures, which may have exposed the City to increased liability. Council has instituted new and updated policies which set protocols for event permitting, purchasing, and credit card use.

F9. Council acknowledges that the Council's and the City's limited staff oversight and lack of accountability resulted in excessive spending and misuse of public funds during the planning and implementation of its summer 2021 events. Council has instituted updated policies which set protocols for event permitting, purchasing, and credit card use.

F10. Council acknowledges that public dissemination of financial information was delayed by the City following the events, and records with the cost breakdowns of the expenditures and revenues generated for each event were not detailed. With new policies and procedures in place for events, purchasing and credit card use, dissemination of financial information will be timely and transparent.

F11. Council acknowledges that the new City-Sponsored and Co-Sponsored Events and Tourism Policy adopted by City Council on November 2, 2021 shows a good-faith effort on behalf of the City to address previous issues with hits sponsored events planning, budgeting and accountability. These new policies are being closely adhered to for the Events of Summer 2022.

F12. Council agrees that the City is understaffed in multiple departments, with some City staff fulfilling the duties and roles of multiple vacant high-level management positions, which may hinder the City's ability to operate effectively and efficiently. Council has begun the process of exploring options to finance filling vacant positions.

F13. Council acknowledges that the City was delinquent in completing its CDBG CV-1 Grant Application, which was submitted after the statewide COVID-19 restrictions had been lifted and the 2021 City-sponsored events had all occurred. Council also acknowledges that the City has delayed preparing its asset inventory list of all the equipment purchased during the summer of 2021 intended to assist local restaurants and businesses with outdoor operation during the COVID-19 pandemic. By September 30, the City will complete the inventory list of all equipment purchased during the summer of 2021, intended to assist local restaurants and businesses.

F14. Council is also unclear if local businesses have utilized or have been made aware of the City's purchased outdoor equipment. The City has created an inventory list of outdoor equipment purchased with CDBG CV-1 funds for 2021 events. This list and information regarding the process to make the public and local businesses aware of the equipment and how to benefit from its use will be mailed out to businesses on August 18, 2022.

### **Council Response to Grand Jury Recommendations**

#### **R1 Response**

Part of the City of Colusa's recently adopted policies ensures that a complete report, including ABC Licensing be presented to council prior to any event.

#### **R2 Response:**

Part of the City of Colusa's recently adopted policies ensures that a complete report, including Temporary Food Facility Permits be presented to council prior to any event.

#### **R3 Response:**

The City Council has received a complete asset list of all CV1 purchases, and protocols for public use. This information will also be publicized through city website.

#### **R4 Response:**

The City recently adopted a Donation Policy. However, that Policy does not prohibit direct City Staff Solicitations, or mandate public posting.

#### **R5 Response:**

The City Council has requested an agenda item to discuss vacant positions, as well as strategy to fill for the August 16<sup>th</sup> meeting. Until consensus is reached, the Council cannot further report at this time.

#### **R6 Response:**

The City Council has requested an agenda item to discuss vacant positions, as well as strategy to fill for the August 16<sup>th</sup> meeting. Until consensus is reached, the Council cannot further report at this time.

#### **R7 Response:**

The City Council and Staff receive mandatory annual training which includes Brown Act, Ethics, and Governmental functions. The City Council acknowledges the need for better transparency and communication between all city staff and elected officials, and has initiated public outreach as appropriate.

#### **R8 Response:**

The City Council recently updated its Purchase Policy and Credit Card Policy. With Council Consensus, there can be a workshop scheduled with staff to review policies.

#### **R9: Response:**

The City is required to conduct an annual audit by 3<sup>rd</sup> party. Any further action would require Council approval, and therefore cannot be commented on further at this time, but will be taken under advisement.

#### **R10 Response:**

The City Council has requested an agenda item to discuss vacant positions, as well as strategy to fill for the August 16<sup>th</sup> meeting. Until consensus is reached, the Council cannot further report at this time.

In closing, we, the City Council, take pride in our community and consider ourselves very fortunate to be living in such a great city. We greatly appreciate our hard-working staff and employees. We have learned valuable lessons from the events of summer 2021, and we are putting the lessons learned into policies and procedures that will ensure the mistakes won't be repeated. The summer 2022 events are proving the new and updated policies are working. The City of Colusa City Council appreciates Your Honor's consideration of this letter

Respectfully,

Thomas Reische, Mayor  
City of Colusa

## RESOLUTION NO. 22 –

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA TO PROVIDE THE CITY’S RESPONSE FOR THE 2021-22 COLUSA COUNTY GRAND JURY FINAL REPORT

**WHEREAS**, the City of Colusa received a copy of the 2021-22 Colusa County Grand Jury Final Report, dated June 27, 2022;

**WHEREAS**, the Report contained four reports, with Report #1 dealing with the City of Colusa, specifically addressing, “misuse of public funds and multiple code and policy violations”.

**WHEREAS**, pursuant to Penal Code 933, the City shall comment on the findings and recommendations within 90 days of final report being submitted.

**WHEREAS**, the Report contained 14 findings and 11 recommendations relevant to the City; and

**WHEREAS**, the City’s response is attached herein as Exhibit A.

**PASSED AND ADOPTED** as a Resolution of the City Council of the City of Colusa, at its regular meeting duly held on the 16<sup>th</sup> day of August 2022, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

ATTEST:

\_\_\_\_\_  
Shelly Kittle, City Clerk