



## **CITY COUNCIL MEETING**

Tuesday, September 06, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### **AGENDA**

***Public Comments are limited to one comment, per item, not to exceed three minutes***

**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**

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

### **CLOSED SESSION MEETING – 5:30 PM**

- Public Employee Performance Evaluation (§ 54957) Title: City Manager

### **REGULAR MEETING – 6:00 PM**

### **REPORT ON CLOSED SESSION**

### **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)*

### **PRESENTATIONS**

1. 5-Year Service Award for Bo Salazar

**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.

- [2.](#) **Approve** - August 2 Draft Council Minutes
- [3.](#) **Receive and File** - Police Department July Report
- [4.](#) **Receive and File** - Treasurer's June Report
- [5.](#) **Approve** - Application for the Fall Street Dance on September 10
- [6.](#) **Approve** - Application for the Puptoberfest Event at Memorial Park on October 22
- [7.](#) **Approve** - Application for the Hoblit Motors Bags for Cancer event on September 17
- [8.](#) **Receive and File** - HDL Sales Tax and Trends
- [9.](#) **Adopt** - Ordinance 555 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

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

### **PUBLIC HEARINGS**

- [10.](#) 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 2959 Davison Court.

**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 approving a Development Agreement between the City of Colusa and XO Cannabis / Organic Crop Solutions LLC relative to the operation of a cannabis manufacturing facility located at 2959 Davison Court in Colusa.

**Recommendation:** 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 2959 Davison Court. in Colusa

- [11.](#) 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 2857 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 approving a Development Agreement between the City of Colusa and 5D1S Patrick Barros relative to the operation of a cannabis manufacturing facility located at 2857 Niagara Avenue in Colusa



**Recommendation:** 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 2857 Niagara Avenue in Colusa

### **COUNCIL CONSIDERATION**

12. Re-introduction of proposed first reading of an Ordinance approving a Development Agreement for cannabis manufacturing uses at 2876 Niagara Avenue.

**Recommendation:** Council to re-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

13. US Department of Transportation (DOT) Reconnecting Communities Pilot (RCP) Planning Grant

**Recommendation:** Council to adopt a Resolution for the City of Colusa to submit a grant bid to the DOT for a planning grant for the Development on a Main Street Project that would repave Main Street and develop the area to reconnect it to the community.

14. Update Plan and Budget for Approved City Events 2022

**Recommendation:** Council to approve the revised budget and revised event idea for events in October 2022

15. Update the Water Master Plan and produce a Capital Improvement Plan and Drought Mitigation Plan for the City with projects that can be targeted and used by the City Grant Writer to apply for and seek grants.

**Recommendation:** Council to adopt a Resolution authorizing the City Manager to execute a contract with California Engineering Company Inc. to perform the Water Master Plan Update as described in the RFP.

16. Ordinances 519,551(Chapter 12F), 452 (Chapter 12C), and Article 21 'Cannabis Manufacturing Use Regulations' of the zoning code and other related codes to cannabis

**Recommendation:** Review staff change recommendations and advise on additional changes and clean-up to bring back for a public hearing.

17. Council to consider a request for fee reduction from Generation Communities on the Tennant Estates Subdivision Development

**Recommendation:** Council to adopt a Resolution modifying the City Impact Fees by reducing them by 50% except for the Water and Sewer impact fee for the first phase of the subdivision development.

### **DISCUSSION ITEMS**

18. Police Department Hiring and Retention

**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, August 02, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### MINUTES

#### CALL TO ORDER

Mayor Reische called the meeting to order at 6:00 pm.

#### ROLL CALL

##### PRESENT

Council Members Greg Ponciano, Daniel Vaca, Denise Conrado, Josh Hill and Mayor Reische.

**PUBLIC COMMENTS** – None.

#### CLOSED SESSION - 5:30 PM

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Section 54956.9)

#### REGULAR MEETING - 6:00 PM

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

**ROLL CALL**- All Council Members were present.

#### PLEDGE OF ALLEGIANCE

**APPROVAL OF THE AGENDA**- Council Member Ponciano commented that the cannabis audit agenda item, he requested was not on this agenda. City Manager Cain stated it would be forthcoming.

**PUBLIC COMMENTS** - Francis Hickel commented on the cannabis odor. He recommended a designated phone number for complaints and a log.

Don Bransford discussed unprecedented times and struggling citizens in the community.

John Rogers inquired about his request for an agenda item on the number of cannabis facilities in the city. He asked for a hearing device for the next meeting. City Clerk Kittle replied hearing devices will be available at the next meeting.

Thomas Roach commented about a Planning Commission discussion item from Mr. Bransford's comments.

Ed Hulbert, CIP responded to Francis Hickel's comments on the cannabis facilities at CIP.

**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.

2. **Adopt** - Resolution increasing the sewer rates 9% starting September 1, 2022.
3. **Adopt** - Resolution to approve waiving Request for Proposals process and enter into a contract with SF Metalworks for construction of a stainless-steel insert for the UV Channel
4. **Adopt** - Resolution approving the City Manager to sign the water services agreement with Colusa Industrial Properties.
5. **Adopt** - Ordinance 553 adopting a military equipment policy of the City of Colusa governing the use of military equipment

ACTION: Council Member Ponciano requested Items 2 and 3 be pulled for discussion. Motion by Council Member Conrado, seconded by Council Member Vaca to approve Consent Items 4 and 5. Motion passed unanimously.

Item 2: Council Member Ponciano asked for additional information. Finance Director Aziz-Khan and City Manager Cain explained why the 9% rate increase and pointed out the last increase was in 2019. Cain stated council approved the rate study in 2018. Cain further explained the state-mandated upgrades in order to have opportunities for loans and/or grants.

Public Comments: John Rogers and Don Bransford expressed opposition with the increase. Janice Bell commented about the State review process on the poverty rate in Colusa. Julie Garofalo asked if the increase was due to inflation and recommended 3% increase.

Action: Motion by Council Member Conrado, seconded by Mayor Reische to adopt **Resolution 22-48** approving the implementation of a 9% sewer rate increase for 22-23 Fiscal Year. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSTAIN: None.

ABSENT: None.

Item 3: Council Member Ponciano inquired why a Request For Proposal (RFP) wasn't published.

Public Comments: Susan Meeker, Pioneer Review stated an RFP was required on all Public Works projects.

JP Cativella concurred with Meeker's comment.

Action: Council directed City Manager Cain to advertise the Request for Proposal. No further action was taken.

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

Council Members Ponciano and Vaca reported on the Homeless Ad Hoc meeting.

Council Member Conrado provided updates on meetings she attended.

Grant Writer Vanetta spoke about the Micro Assistance Program for local small businesses.

Fire Chief Conley provided update in his department.

## **PUBLIC HEARINGS**

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 2949 Niagara Avenue.

Public Hearing opened: Don Bransford requested a completed audit on the current cannabis facilities before approving another Development Agreement.

Ed Hulbert, CIP explained the one-and-a-half-year project timeline and how the building template was similar to the RPTS Building.

Hunny Pot Farms stated the facility was owned and operated by Colusa residents.

Francis Hickel recommended waiting until other facilities' odor restrictions were enforced. He suggested council know the number of calls received on odor.

John Vaca expressed his opposition until the odor control was enforced.

John Davis, designer of Hunny Pot Farms discussed the mitigation and design process on how odor would be eliminated.

Council Member Ponciano stated Ordinance 519 was asked to be brought back for amendments. He asked to agendaize Ordinance 519 before any more Development Agreements are approved. The Ordinance doesn't define "odor". City Attorney Jones agreed Ordinance 519 needed to be updated.

Public Hearing closed.

Action: Motion by Council Member Conrado, seconded by Mayor Reische to introduce and read by title only Ordinance 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. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano

ABSTAIN: None.

ABSENT: None.

Action: Motion by Mayor Reische, seconded by Council Member Vaca to adopt **Resolution 22-50** approving a Special Use Permit and a Regulatory Use Permit relative to the establishment and operation of a Cannabis Manufacturing Business Facility located at 2949 Niagara Avenue in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSTAIN: None.

ABSENT: None.

7. 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.

**Mayor Reische opened the Public Hearing to remain open until the August 16, 2022, regular council meeting.**

Public Hearing: John Rogers expressed opposition to continuing the Public Hearing.

John Vaca asked about city revenue from the Development Agreements.

8. 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.

**Mayor Reische opened the Public Hearing to remain open until the August 16, 2022, regular council meeting.**

9. Consideration of the Resolution approving to Authorize placement of solid waste liens from Recology on the 2022-23 County Property Tax Roll.

City Manager Cain and Finance Aziz-Khan stated the list was current and correct, stating this was a continuation from the last meeting.

Public Comments: John Rogers expressed his frustration with Recology.

Recology Customer Service Supervisor, Kaitlyn Park explained three delinquent letters were sent between from March 31, 2021 – March 31, 2022. She said she was available if anyone needed assistance with their account.

Public Hearing closed.

**ACTION:** Motion by Council Member Conrado, seconded by Council Member Ponciano to adopt **Resolution 22-51** authorizing delinquent solid waste liens on “Exhibit A” to be placed on the 2022-23 City Property Tax Roll with the County. Motion passed 3-1 with the following roll-call vote:

AYES: Ponciano, Conrado, and Reische.

NOES: Vaca.

ABSTAIN: Hill.

ABSENT: None.

10. Consideration to approve the right of way exchange with Amargit Chema and Mandeep Cheema, aka owners on and adjacent to the property known as APN 002-011-004

City Manager Cain stated this was brought before the Planning Commission. City Engineer Swartz stated this item was part of the Arco project along Highway 20. He discussed execution of the land swap and details of a future traffic signal.

**ACTION:** With no public comments, motion by Council Member Ponciano, seconded by Council Member Hill to adopt **Resolution No. 22- 52** authorizing both the acquisition and simultaneous relinquishment of land related to a property located along the east side of Wescott Road having assessor parcel no. 002-011-004. Motion passed 5-0 with the following roll-call vote:

AYES: Hill, Ponciano, Conrado, Vaca and Reische.

NOES: None.

ABSTAIN: None.

ABSENT: None.

### **COUNCIL CONSIDERATION**

11. Council to consider adopting Resolution 22-\_\_ Grand Jury Council response

City Manager Cain reported lessons were learned and policies were adopted to prevent issues on city-sponsored events from happening again.

Council Member Ponciano provided his concerns with the draft response.

### **PUBLIC COMMENTS:**

Vicky Willoh provided her thoughts on the draft response letter.

John Vaca expressed his comments.

Sean Amsden expressed the importance of keeping the public informed.



Don Bransford stressed transparency and responsibility.

Francis Austin inquired if there was a District Attorney referral.

Susan Meeker, Editor of Pioneer Review pointed out errors and following policies

Jean Pierre Cativiela expressed his concerns with the draft letter and staff report.

City Clerk Kittle read City Treasurer Kelley's written comments.

**ACTION:** There was council consensus to form an Ad Hoc Committee. Council Members Ponciano and Conrado volunteered to serve on the Ad Hoc to update the draft letter.

### **DISCUSSION ITEMS**

#### **12. EVENTS UPDATE**

Grant Writer Veretta provided an update on the Taco Fest event.

#### **13. PIRELLI UPDATE**

City Manager Cain provided information on the award letter received from CDBG for a grant on the  
Pirelli building. Cain provided details about the grant.

### **FUTURE AGENDA ITEMS**

Ordinance 519

Audits for cannabis companies.

Staffing Shortages and strategy for filling the positions.

### **ADJOURNED at 8:25**

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THOMAS REISCHE, MAYOR

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Shelly Kittle, City Clerk

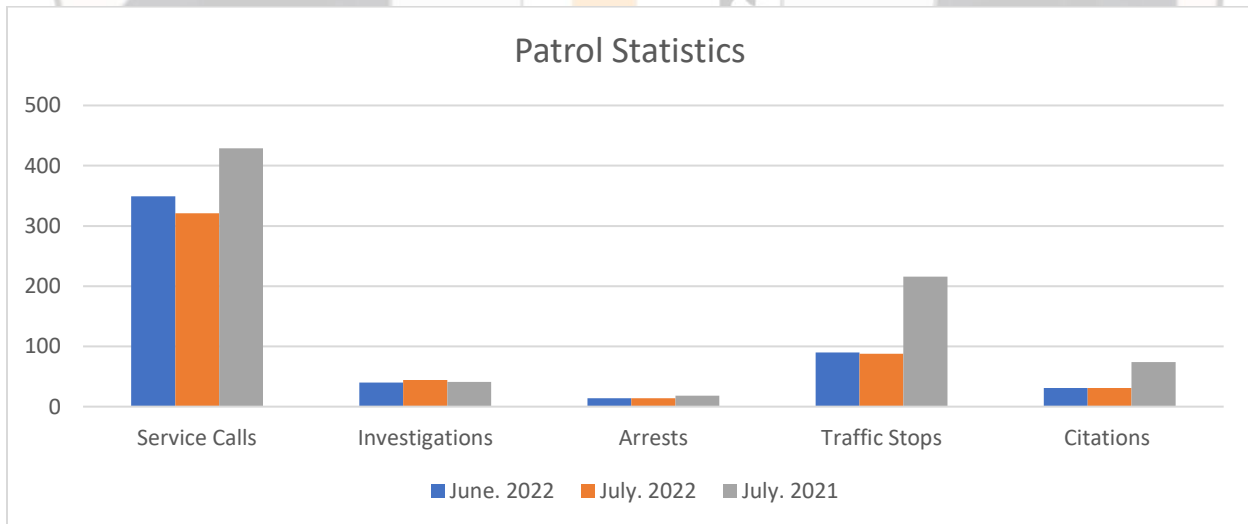
# Colusa Police Department

## *Monthly Report for July 2022*

### Monthly Activities

- City Council Meetings
- Concealed Weapons Permits interviews and application processing
- Completed Peace Officers Standards and Training yearly audit
- Attended the Colusa County Task Force Meeting
- Attended meeting with Empire Nut regarding the planning of a 5k event.

### Monthly Statistics



- There were 321 calls for service for patrol officers with 32 agency assists. The call volume was virtually identical to June which was 320. The call volume continues to be lower than 2021. In July 2021, there were 429 calls for service. This is approximately a 20% decline from the prior year.
- During July 2022, there were 14 in-custody arrests. There were 6 citations issued in lieu of subjects being booked in jail. A vast majority of those citations issued were narcotic related offenses and suspended driver's licenses. There were 2 domestic violence related arrest made in July. There were 3 DUI related arrest made. There was 1 additional alcohol related arrest made. There were 44 reports initiated with 42 being investigations.
- During the month of July, officers initiated 88 traffic enforcement stops. There were 31 citations issued. Several of the citations issued were for expired registration and speeding. There were two reportable traffic collisions, one of which was with injury.

- The Police Services Manager handled 71 calls for service during the month of June. These calls for service don't include telephone calls fielded by the Police Services Manager. Additionally, she continues to handle a significant number of CCW applications. DOJ clearances for CCW applicants continues to experience delays. *Note: The Police Services Technician's calls for service are separate from patrol officers' calls for service.*

### Items of Interest

- The Colusa Police Department and Colusa County District Attorney's Office continue to investigate the murder of Giovanni Alcaraz. The integrity of Alcaraz's murder investigation is paramount. It is for this reason that specific details surrounding the events that led up to and the murder itself aren't made public. The Colusa Police Department will not engage nor comment on speculation put forth on social media. The United States Marshal Service is attempting to locate the suspect, Christian Suarez. Suarez is 5-09 in height, 120 pounds, with black hair and brown eyes. An arrest warrant has been issued for Suarez who is pictured below. If anyone has any information related to the location of Suarez and/or the murder of Giovanni Alcaraz, please contact the Colusa Police Department.



- The July 4<sup>th</sup> holiday brought a steady call volume. Just as with previous years, several individuals contacted the Colusa Police Department regarding illegal fireworks shortly after the holiday. Concerns included not only the use of illegal fireworks but also general safety concerns involving the proximity to homes, dried brush, and/or the roadways. We would like to remind the public to be mindful of fire safety when using fireworks to celebrate the July 4<sup>th</sup> holiday.
- Back to School is right around the corner. Please allow yourself ample time when dropping off students at the various schools in the City of Colusa. Please avoid the following: dropping students off while in the street (please pull to the curb or in the parking lot), wait for the crosswalk to be clear of students before driving thru, keep the flow of traffic going to avoid congestion, and drive at a safe speed.





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

August 30, 2022

ITEM FOR SEPTEMBER 6, 2022

To: Colusa City Council Members

Re: Treasurer's Report for month ending June 2022

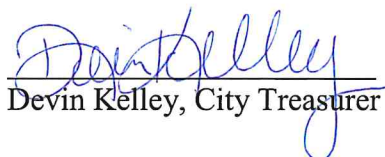
Please find the attached financial reports for your review. Based on the information provided to me, this report represents the financial record as of June 30, 2022.

\*For this month's report I was not able to verify the "Rec. Desk in bank, not posted to MOM" amount, nor the "Credit Card payment in bank, not posted to MOM" amount. After speaking with the City Finance Director, I believe there will be adjustments posted for this month's unbalanced reconciliations.

I have included a summary below:

Bank Balance as of June 30, 2022	\$ 5,865,481.85
Outstanding payables	(103,052.66)
LAIF Balance as of June 30, 2022	10,668,299.93
Petty Cash	500.00
Total Balance as of June 30, 2022	<u>\$16,431,229.12</u>

Respectfully submitted,

  
 Devin Kelley, City Treasurer

**CITY OF COLUSA, CALIFORNIA  
BANK RECONCILIATION  
FOR THE MONTH JUNE 2022**

***Bank Records:***

Wells Fargo Bank Balance - JUNE 30, 2022	\$ 5,865,481.85
Wells Fargo Escrow Account Balance - JUNE 30, 2022	-

ADD / SUBTRACT:

Outstanding Accounts Payable	(96,911.84)
Outstanding Payroll Payable	(6,140.82)

Reconciling Items:	-
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Reconciled Checking Balance - Wells Fargo Bank - JUNE 30, 2022	5,762,429.19
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LAIF Balance - JUNE 30, 2022	10,668,299.93
Petty Cash Balance - June 30, 2022	500.00

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<b>Total Reconciled Bank Balances - June 31, 2022</b>	<b><u>\$ 16,431,229.12</u></b>
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***City Records (Post Journal Entries):***

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 5,762,999.79
10995 - LAIF	10,668,299.93
10100 - Petty Cash	500.00

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Total Checking and LAIF	\$ 16,431,799.72
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ADD / SUBTRACT:

Credit Card Deposits in MOMS - Not In Bank	(1,193.15)
Rec.Desk in bank, not posted to MOM	424.72 *
Credit Card payment in bank, not posted to MOM	197.83 *
Return check reversed	
Adjustment for PERS	
<b>Total Reconciled Book Balance - June 30, 2022</b>	<b><u>\$ 16,431,229.12</u></b>



# City of Colusa

Office Use Only		Item 5.
Date Received	8/22/22	
Routing Date	8/24/22	
Date approved	8/25/22	
Notice Sent		
Insurance Cert. Rec'd	8/22/22	

RECEIVED

AUG 22 2022

CITY OF COLUSA

## Application for

### Temporary Street Closure, Parades, Special Events and Festivals

NAME OF EVENT: 2022 Fall Street Dance

DATE OF EVENT: 9/10/2022

Please read carefully:

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

### Contact Information: (Please print)

Organization Colusa County Arts Council  
 Contact Person Sharon Reische  
 Address 151 Fifth Street  
 City Colusa  
 Zip Code 95932

Phone (day) 530-458-2222  
 Phone (evening) 530-713-9869  
 Fax None  
 E-mail Address ccaccolusa@gmail.com

Alternate Contact Brendan Farrell PH: 530-788-3118

(It is highly recommended that an alternate name & telephone number be provided)

### Event Details:

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
151 Fifth St., Colusa, CA	09/10/2022	2:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	09/10/2022	11:59 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

Electrical: Yes ☐ No ☐ Selling Liquor: Yes ☒ No ☐ Sound Amplification: Yes ☐ No ☐ Food & Beverage: Yes ☐ No ☐ Open Fire: Yes ☐ No ☐ (If yes, please explain (permit may be required))



**Type of Event:**

Parade	<input type="checkbox"/>	Cycling	<input type="checkbox"/>	Event/Festival	<input type="checkbox"/>	Please Specify _____ Street Dance
Walkathon	<input type="checkbox"/>	Run	<input type="checkbox"/>	Other	<input checked="" type="checkbox"/>	

**Attendance:**

Number of Participants	200	Number of Floats	0
Number of Booths/Stalls	2	*Please provide best estimates*	
Number of Vehicles	1		
Number of Bands	1		

**Narrative and Map of Event:**

(Be specific and include garbage clean-up plans, detailed map, route and/or site plan. Attach extra page if necessary)

**Narrative:**

The Colusa County Arts Council is hosting a fall street dance. This is a musical event designed to provide musical and art enrichment of all communities throughout the county. It also provides a venue for up and coming artists to perform for the public.

Map, route, and/or site plan: (if insufficient space, please attach on separate sheet)

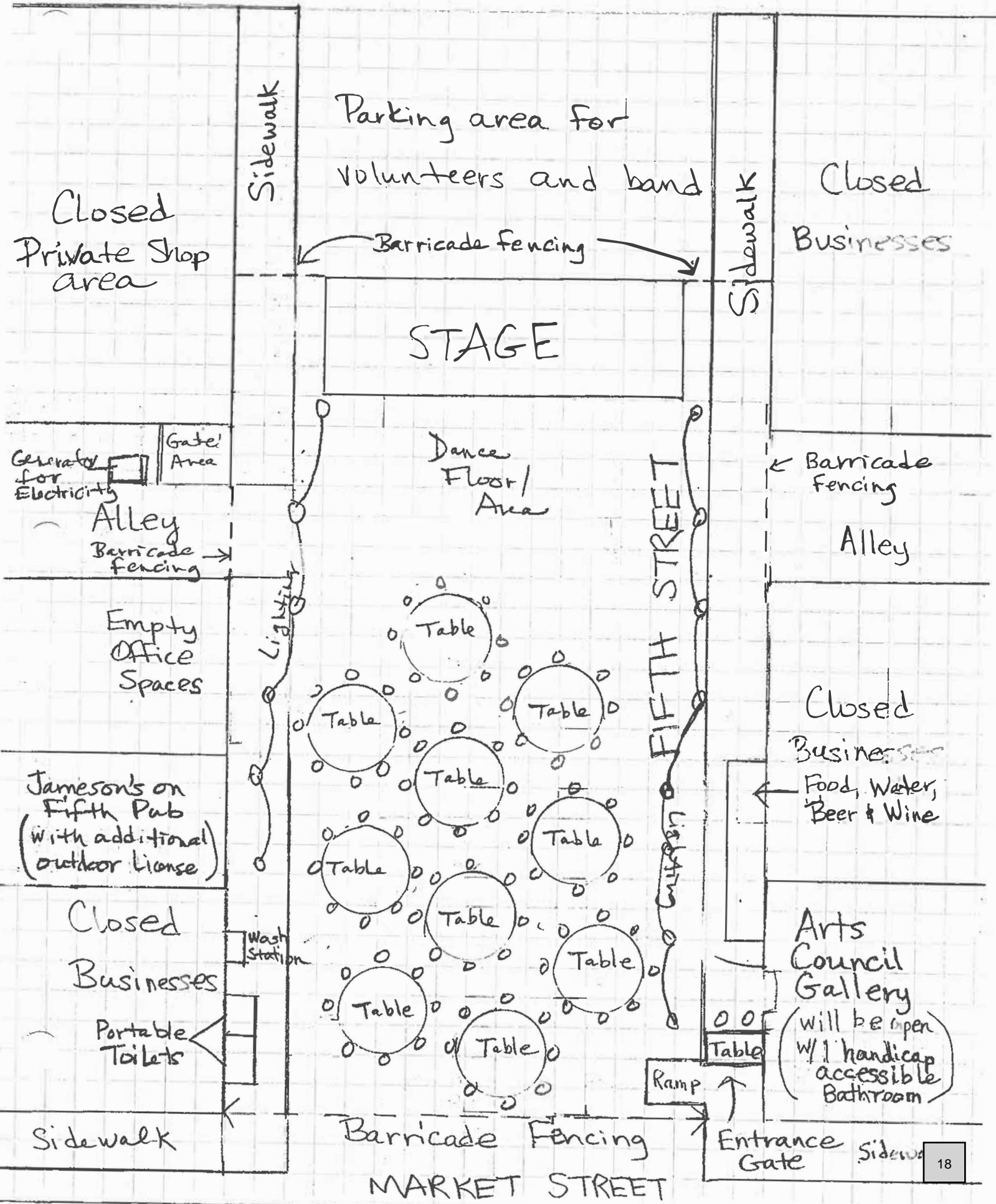
We will be closing Fifth Street between Market and Main Streets from 2:00 p.m. until 11:59 p.m. on September 10, 2022. The area will be blocked off with plastic barrier fencing that is easily moved for emergency access. Gate opens at 7:00 p.m. and ID's will be checked at the entrance table and age appropriate wrist bands will be issued to all attendees. The band is contracted to play from 8:00 - 11:00 p.m. and will have a raised stage area on the street. Electricity hook-ups will be provided by Colusa County Arts Council, Jameson's on 5th, Better Body Fitness, and Aurora Ramirez (Massage Therapy). Jameson's on 5th will provide hard liquor beverages for consumption, and the Arts Council will be selling beer, wine and grilled hot dogs on the street in front of the Gallery. Tables and chairs will be provided for attendees. A wash station, hand sanitation stands and additional lighting will be provided by the City of Colusa. Portable Toilets will be rented by CCAC. Trash receptacles will be provided throughout the venue. The stage area, tables, chairs, additional lighting, any trash, and all trash receptacles will be picked up and removed from the premises before the street is reopened. Please see attached site plan.

Signature of Person Submitting Application: \_\_\_\_\_

Date: 8/22/2022

**Office Use Only**

<b>Public Works</b>	<u>AP</u>	<u>LA</u> Approved	____ Denied	Date: <u>8-24-22</u>
Comments:				
<b>Recreation</b>	<u>AP</u>	<u>LA</u> Approved	____ Denied	Date: <u>8-24-22</u>
Comments:				
<b>Street/Parks</b>	<u>AP</u>	<u>LA</u> Approved	____ Denied	Date: <u>8-24-22</u>
Comments:				
<b>Fire Dept.</b>	<u>AP</u>	<u>✓</u> Approved	____ Denied	Date: <u>8-25-22</u>
Comments:				
<b>Police Dept.</b>	<u>AP</u>	<u>✓</u> Approved	____ Denied	Date: <u>8-24-22</u>
Comments:				
<b>City Manager Review</b>	<u>AP</u>			Date: _____
Comments:				





# CERTIFICATE OF LIABILITY INSURANCE

Item 5.  
DATE (MM/DD) 08/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> (530) 477-6521 <b>E-MAIL ADDRESS:</b> info@theeventhelper.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Colusa County Arts Council Sharon Reische 151 Fifth Street, PO Box 126 Colusa CA 95932		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyds Syndicate 2623 <b>INSURER B:</b> Lloyds Syndicate 623 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> AA-1128623 AA-1126623	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Host Liquor Liability <input checked="" type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EH-771322-L2838941	09/10/2022 12:01 AM	09/11/2022 12:01 AM
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					
						<b>LIMITS</b> EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.  
Attendance: 200, Event Type: Charity Benefits, Dances, Auctions, or Sales .  
Primary/Non-Contributory wording applies per attached CG 20 01 04 13.  
Waiver of transfer of rights of recovery against others to us reference attached EH2100 06/18  
The City of Colusa, its officials, employees and agents are named as Additional Insured with Waiver of Subrogation with respect to general liability.

<b>CERTIFICATE HOLDER</b> The City of Colusa 425 Webster Street Colusa CA 95932	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

Policy Number: EH-771322-L2838941

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s)**

The City of Colusa, its officials, employees and agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

EH-771322-L2838941

CG 20 01 (Ed. 04 13)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a Named Insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

CG 20 01 (Ed. 04/13)

Copyright, ISO Properties, Inc., 2012

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule**

<b>Name of Person or Organization:</b>
The City of Colusa, its officials, employees and agents
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



**RECEIVED**

AUG 23 2022

## City of Colusa

## Application for

Temporary Street Closure, Parades, Special Events and Festivals

Office Use Only	
Date Received	8/23
Routing Date	8/23
Date approved	8/30
Notice Sent	
Insurance Cert. Rec'd	

Item 6.

NAME OF EVENT: Puptoberfest

DATE OF EVENT: 10/22/22 (10am-12pm)

Please read carefully:

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

**Contact Information:** (Please print)

Organization Colusa County Animal Control  
 Contact Person Courtney Elliott  
 Address 929 Bridge St.  
 City Colusa  
 Zip Code 95632

Phone (day) 530.458.0247  
 Phone (evening) (see alt contact)  
 Fax 530.458.4697  
 E-mail Address \_\_\_\_\_

Alternate Contact Ram Dalgrossa 530.619.0032 C 530.458.0373 W

(It is highly recommended that an alternate name & telephone number be provided)

**Event Details:**

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
<u>Memorial Park</u>	<u>10/22/22</u>	<u>730</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm (set up)	<u>10/22/22</u>	<u>130</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm (tear down)

Electrical: Yes ☒ No ☐ Selling Liquor: Yes ☐ No ☒ Sound Amplification: bringing own Yes ☒ No ☐ Food & Beverage: Yes ☒ No ☐ Open Fire: Yes ☐ No ☒ (If yes, please explain (permit may be required) Uons club hot dogs)



# Type of Event:

Item 6.

Parade	<input type="checkbox"/>	Cycling	<input type="checkbox"/>	Event/Festival	<input checked="" type="checkbox"/>	Please Specify _____
Walkathon	<input type="checkbox"/>	Run	<input type="checkbox"/>	Other	<input type="checkbox"/>	

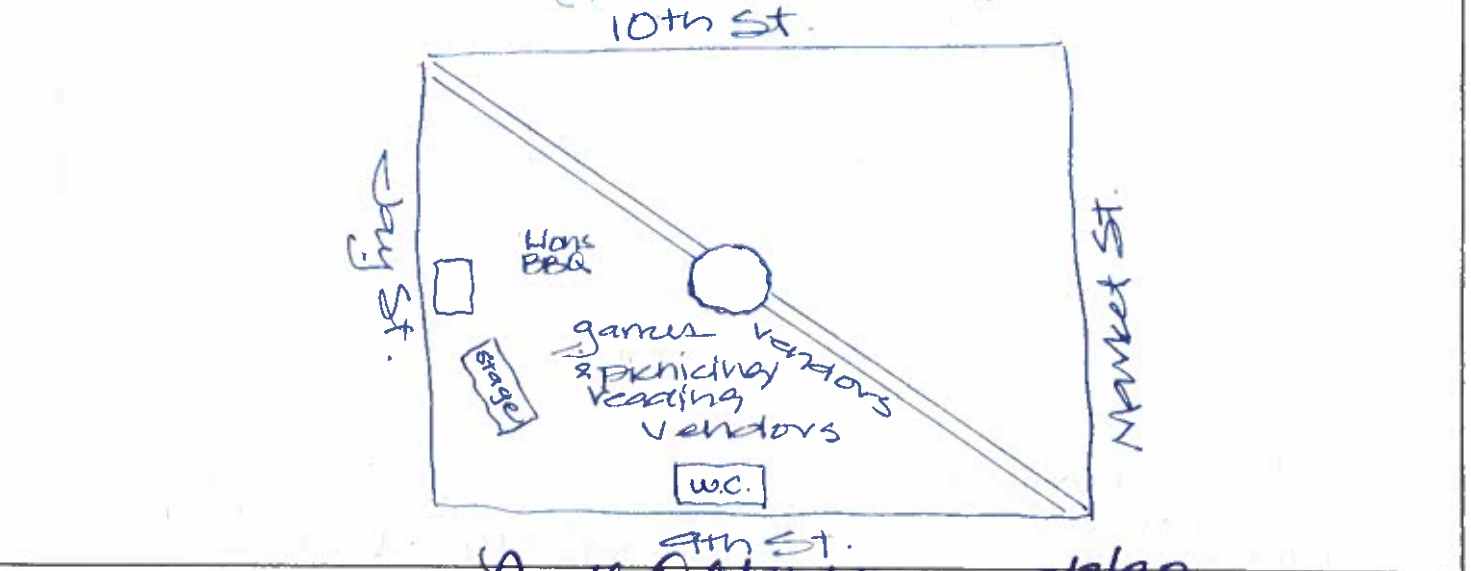
## Attendance:

Number of Participants	80, approx.	Number of Floats	0
Number of Booths/Stalls	5-7	*Please provide best estimates*	
Number of Vehicles	0		
Number of Bands	0		

## Narrative and Map of Event:

(Be specific and include garbage clean-up plans, detailed map, route and/or site plan. Attach extra page if necessary)

Narrative: The 4th Poptoberfest, benefitting Friends of Colusa County Animal Shelter (FACAS), will be a community family picnic in the park with pets. AC is the primary sponsor and will provide pet info & education. The Library, a co-sponsor, will hold "Paws to Read" where children are given books to read to their pets and take home. There will also be vendors, lawn games, and a dog costume contest.



Signature of Person Submitting Application: Amelia Galt Date: 8/8/22

### Office Use Only

Public Works	<u>gm</u>	Approved	Denied	Date: _____
Comments:				
Recreation	<u>gm</u>	Approved	Denied	Date: _____
Comments:				
Street/Parks	<u>gm</u>	Approved	Denied	Date: _____
Comments:				
Fire Dept.	<u>[Signature]</u>	✓ Approved	Denied	Date <u>8-30-22</u>
Comments:				
Police Dept.	<u>[Signature]</u>	✓ Approved	Denied	Date <u>8-30-22</u>
Comments:				
City Manager Review	<u>gm</u>			Date _____
Comments:				



**COUNTY ADMINISTRATIVE OFFICE  
CLERK OF THE BOARD OF SUPERVISORS**

Wendy G. Tyler:  
CAO  
Clerk to the  
Board  
Risk  
Manager

October 22, 2022

City of Colusa

425 Webster Street, Colusa, CA 95932

Ann Nordyke,  
Chief Deputy  
Clerk

Subject: Puptoberfest-Veterans Memorial Park

To Whom It May Concern:

Patricia Rodriguez,  
Deputy Clerk

Melissa Kitts,  
Deputy Clerk

**SUPERVISORS**

Merced Corona,  
District I, Chair

Daurice Smith,  
District II

Kent Boes,  
District III

Gary J. Evans,  
District IV

Denise J. Carter,  
District V

I hereby certify that the County of Colusa is self-insured for various coverages through the following Joint Powers Authorities. The County is self-insured for Liability claims for the first \$250,000 with Trindel Insurance Fund and insured with CSAC-Excess Insurance Authority for the next \$24,750,000. There is no deductible for a liability claim. The County is self-insured for Property claims for the first \$25,000 with Trindel Insurance Fund and insured with CSAC-Excess Insurance Authority for the next \$609,975,000. There is a \$1,000 deductible for property damage. The County is self-insured for Auto Property claims for the first \$10,000 with Trindel Insurance Fund and insured with CSAC-Excess Insurance Authority for the excess fair market value. There is a \$1,000 deductible for auto property damage. The County is self-insured for Workers' Compensation claims for the first \$300,000 with Trindel Insurance Fund and insured with CSAC-Excess Insurance Authority with a statutory limit. There is no deductible for a workers' compensation claim. The County has a \$10,000,000 Faithful Performance Bond, and a \$10,000,000 Money and Securities Bond with a \$2,500 deductible each.

**Certificate Holder:** *County of Colusa*

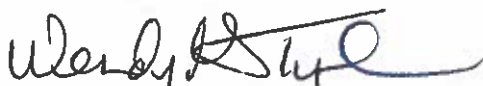
**Additional Insured:** City of Colusa, its officials, employees and agents are included as additional covered parties, but only insofar as the operations under this contract are concerned.

The County of Colusa is self-insured under the State of California Government Code Section 990.4 for the lines of coverage and in the amount required by contract or agreement. This letter confirms our intent to treat the above-named entities as "*Additional Insured*". The County meets all State requirements for self-insured and complies with all State of California rules and regulations for self-insured entities.

The County of Colusa maintains an adequate reserve for claims; the County is also audited annually by an independent firm.

Sincerely,

COUNTY OF COLUSA

  
WENDY G. TYLER, CAO, Risk Manager

**RECEIVED**

**AUG 23 2022**

**CITY OF COLUSA**

# City of Colusa

## Application for

Temporary Street Closure, Parades, Special Events and Festivals

Office Use Only		Item 7.
Date Received	8/31/22	
Routing Date		
Date approved		
Notice Sent		
Insurance Cert. Rec'd		

**RECEIVED**

**AUG 31 2022**

**CITY OF COLUSA**

NAME OF EVENT: Hoblit Motors Bass  
Against Cancer

DATE OF EVENT: 09/17/2022

Please read carefully:

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

### Contact Information: (Please print)

Organization <u>Hoblit Ford</u>	Phone (day) <u>530 458 1350</u>
Contact Person <u>Robert Cardenas</u>	Phone (evening) _____
Address <u>465th ST</u>	Fax _____
City <u>Colusa</u>	E-mail Address <u>rcardenas@hoblit.com</u>
Zip Code <u>95932</u>	
Alternate Contact <u>Brandon wall</u>	<u>530 458-2151</u>

(It is highly recommended that an alternate name & telephone number be provided)

### Event Details:

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
<u>Hoblit Ford</u>	<u>09/17/2022</u>	<u>9:00</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	<u>09/17/22</u>	<u>11:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

Electrical: Yes ☐ No ☒ Selling Liquor: Yes ☐ No ☒ Sound Amplification: Yes ☒ No ☐ Food & Beverage: Yes ☒ No ☐ Open Fire: Yes ☐ No ☒ (If yes, please explain (permit may be required)) \_\_\_\_\_

**Type of Event:**

Parade	<input type="checkbox"/>	Cycling	<input type="checkbox"/>	Event/Festival	<input checked="" type="checkbox"/>	Please Specify _____
Walkathon	<input type="checkbox"/>	Run	<input type="checkbox"/>	Other	<input type="checkbox"/>	

**Attendance:**

Number of Participants	<u>200</u>	Number of Floats	<u>0</u>
Number of Booths/Stalls	<u>5</u>	*Please provide best estimates*	
Number of Vehicles	<u>100</u>		
Number of Bands	<u>0</u>		

**Narrative and Map of Event:**

(Be specific and include garbage clean-up plans, detailed map, route and/or site plan. Attach extra page if necessary)

**Narrative:**

Cornhole tournament for childhood cancer  
Main St 5<sup>th</sup> 6<sup>th</sup> St

Map, route, and/or site plan: (if insufficient space, please attach on separate sheet)

Signature of Person Submitting Application: Heidi AyDate: 8/31/22**Office Use Only**

<b>Public Works</b>	_____	_____ Approved	_____ Denied	Date: _____
Comments:	_____			
<b>Recreation</b>	_____	_____ Approved	_____ Denied	Date: _____
Comments:	_____			
<b>Street/Parks</b>	_____	_____ Approved	_____ Denied	Date: _____
Comments:	_____			
<b>Fire Dept.</b>	_____	_____ Approved	_____ Denied	Date: _____
Comments:	_____			
<b>Police Dept.</b>	_____	_____ Approved	_____ Denied	Date: _____
Comments:	_____			
<b>City Manager Review</b>	_____	Date: _____		
Comments:	_____			



HdL<sup>®</sup> Companies

# CALIFORNIA FORECAST

SALES TAX TRENDS & ECONOMIC DRIVERS

JUNE 2022



*Huntington Beach, CA*

## Delivering Revenue, Insight and Efficiency to Local Government Since 1983

HdL provides relevant information and analyses on the economic forces affecting California's local government agencies. In addition, HdL's Revenue Enhancement and Economic Development Services help clients to maximize revenues.







**Overview:** Current and next year's effects on sales taxes include continuous high inflation into 2023. Intertwined are the three Federal Fund's interest rate increases to date with additional hikes expected through the remainder of this calendar year. Fuel price instability, stock market woes and rising consumer prices (as raw materials and components are more expensive) could further weaken consumer confidence and households will likely pull back on discretionary purchases. International supply chain issues show a steady recovery. Employee costs and worker shortages are holding back rebounds in hospitality and travel, and pandemic cycles may impact future spending patterns.

2021/22 | 2022/23

**Autos/Transportation**

12.4% | 4.0%

Several vehicle manufacturers recently reported the supply chain crisis is easing earlier than anticipated, with production returning to full capacity. However, as companies work to fulfill their large backlog of existing orders, industrywide vehicle inventory available on dealers' lots remains at a record low. Rising financing rates and high prices are also clouding the outlook for consumer demand going forward. While tax receipts increased another 15% in the first calendar quarter of 2022, recent sales reports for April and May indicate a worsening trend. As inventory slowly recovers, dealers are expected to lower prices to more affordable levels to coax reluctant consumers to buy. The forecast for modest growth over the next year reflects the interplay of these various elements.

**Building/Construction**

9.2% | 2.5%

The first quarter saw a jump in the amounts contractors passed on to owners for cost increases in materials, plumbing and electrical equipment. Lumber rates fell during this same quarter and prices should continue to slide closer to pre-pandemic levels. Statewide construction permits issued reflected modest gains in new housing units as valuations shot up 13%. Higher mortgage rates are limiting the number of new home buyers while also slowing the pace of home price appreciation. Meanwhile the Infrastructure Investment and Jobs Act (IIJA) started to produce cash disbursements along with complex regulations. The construction forecast shifts from neutral to growth, reflecting materials price inflation and the uptick in the statewide permit results.

**Business/Industry**

12.6% | 3.5%

Continuing its pandemic bounce-back, first quarter returns shot up 10% and most of the group's 21 unique business types posted gains over the prior year period. Even with supply chain and labor challenges, industrial products demand surged, and the electrical equipment sector saw significant growth. Technology demands and other B2B needs buoyed business services outcomes. The first quarter reflected a continuing need for medical/biotechnology apparatus and supplies (note future quarters may slow). Comprising a solid 25% of all B&I revenues, fulfillment centers remained flat compared to a year ago which had swelled from e-commerce sales previously allocated to countywide pools. HdL projects modest improvement in results for the next few quarters.

**Food/Drugs**

2.2% | 2.0%

While food sales are generally non-taxable items, non-food merchandise is still subject to sales taxes; grocery store's quarter filings rose 3% and paced overall improvement from this category. Drug stores also reported better totals. In contrast, cannabis retailers saw declines as competitiveness with unlicensed vendors and market saturation crept into some regions. Supermarkets and drug stores integration of traditional shopping experiences with online technologies plus stronger demand for in-home delivery is persistent. Looking ahead, households will tighten up budgets, yet moderate tax improvement is expected over the next year.

**Fuel/Service Stations**

51.6% | 8.8%

This sector endures upward pressure from multiple factors including restricted supplies (resulting from the Russian-Ukraine crisis), persistent record oil barrel and pump-related prices, and slow implementation by Saudi Arabia to increase production of global supply. A strong demand for greater road and air travel, refinery production interruptions, and conversion to summer petroleum blends are also contributing components. As a result, HdL forecasts a surge in sales tax for three more quarters, followed by a reduction beginning first quarter 2023. Additionally, the scheduled gas tax hike was proposed to be suspended by the Governor, but Legislative rejection of this idea allows Senate Bill 1 higher per gallon tax rates to take effect July 1, 2022.

**General Consumer Goods**

13.3% | 1.1%

First quarter sales tax outpaced previous expectations by just over 1%. Results were skewed due to a portion of fuel sales captured by discount department stores. Most segments expanded, but lower than expected activity from apparel retailers indicate shoppers might be shifting spending to cover higher food and gas prices. Many establishments reported data supporting customers being more mindful of basket size with lower spending on discretionary items. Despite these headwinds, outlay remains strong as households draw from a stockpile of savings and available credit. HdL projects mild growth through fiscal year 2022/23 (attributed to consumer spending resiliency) and for higher borrowing costs and inflation to contribute to a slight pullback in fiscal year 2023/24.

**Restaurants/Hotels**

34.5% | 4.5%

Restaurant operators' optimism has dwindled since mid-2021. While visits to restaurants continue to rise, escalating costs and staffing shortages present on-going challenges. Third-party restaurant delivery companies have reduced direct allocation to this group with a corresponding jump in allocations to the county pools. Over 3.5% of restaurant sector revenue is now reporting via the pools. Staffing shortages plague the hotel and entertainment industries as well. International tourism and business travel still have a long recovery ahead, but these other challenges are expected to slow growth over the coming few quarters.

**State and County Pools**

3.8% | 5.0%

The first quarter of 2022 saw an unexpected spike in use taxes distributed proportionally based upon each agency's place of sale results within their respective counties. Revenue surges were noteworthy in private-party auto sales and contractor activity, along with strong capital investment from several segments within the business-industry group. Multiple experts confirm e-commerce sales should continue to expand with bigger portions of overall retail sales activity benefitting both B2C and B2B enterprises. Pools use taxes moderate at lower growth levels. Anticipated gains reflect the resilient desire for buying online with upticks in prices on digitally available merchandise.

Proposition 172 projections vary from statewide Bradley-Burns calculations due to the state's utilization of differing collection periods in its allocations to counties. HdL forecasts a statewide increase of 16.2% for Fiscal Year 2021/22 and 3.1% for 2022/2023.



2021/22 | 2022/23



## U.S. Real GDP Growth

4.1% | 2.1%

The economy has roared back from the brief pandemic-induced recession. In fact, many worry it is overheated and nearing the end of the decade-long expansionary period that began after the Great Recession. Inflation rates are at four-decade highs, driven in large part by strong consumer demand. Beacon Economics believes there is a very high probability of a recession in the next few years, although not likely in 2022.

A primary driver of this demand is the government stimulus that was injected into the U.S. economy during the pandemic – \$6 trillion by Congress and another \$5 trillion from the Federal Reserve in the form of quantitative easing. In retrospect, this was excessive. A look at national income data suggests the U.S. economy suffered \$1.2 to \$1.6 trillion in income losses in 2020 and the first half of 2021. The scale of the stimulus compared to the size of the loss and damage to the economy was oversized. All the extra cash in the economy pushed interest rates down, asset values surged, and as a result, spending has grown to unsustainably high levels.

Economist Herbet Stein wrote, “If something cannot go on forever, it will stop.” The Federal Reserve has finally accepted it cannot allow its loose monetary policy to continue forever. The realization that high inflation was not “transitory” came late, and the Fed only recently began removing cash from the economy by raising rates and through quantitative tightening. While the fundamentals of the U.S. economy are strong and will continue to be so over the short-term, the question is whether the inflated economy will pop in the next couple years and end in a serious recession or if the Fed will be able to slowly reduce the extra pressure in a measured manner. The latter seems increasingly unlikely. The Fed is expected to continue raising rates for the rest of the year.

Gasoline and diesel prices are at record highs, not just because Russian supply in the Ural region has been disrupted, but because refining capacity is severely limited. The greater bottleneck for increased production is at the level of refining capacity, not oil extraction. While Urals are not meeting Western demand, they are still meeting demand. Notably India, and allegedly China, have been stocking up on this heavily discounted oil (discounted due to sanctions). Thus, the substantial crude needs of the world's two most populous countries are likely to be met by the discounted Urals, serving as a pressure valve for what could be higher crude prices.



## U.S. Unemployment Rate

4.2% | 3.4%

As normalization in economic activity gradually progressed, the U.S. unemployment rate fell in tandem. The two-month business cycle of 2020 (Feb-April) is a technical recession, but hardly representative of a natural business cycle. It was preceded by 128 consecutive months of economic expansion. Throughout these 128 months, the unemployment rate steadily trended lower, declining from 10.0% to 3.5%. As of May 2022, national unemployment rate stood at 3.6%, back to its pre-pandemic level.

The national labor market continues to be extremely tight across all sectors. According to the U.S. Bureau of Labor Statistics, there are a record high number of jobs available in the United States, placing upward pressure on wages. With no real signs of this situation changing, Beacon Economics expects a strong job market to continue for the foreseeable future.



## CA Unemployment Rate

5.7% | 4.4%

California's unemployment rate fell to 4.6% in April 2022, still higher than the national rate of 3.6%. The underperformance of California's labor market is due to several interrelated factors. For one, there was a sizeable out-migration at the height of California's pandemic-related restrictions, largely by the virtual/mobile workforce. Simultaneously, other U.S. regions were booming and attracted workers that may have been underutilized in California due to pandemic restrictions. California's labor force participation rate troughed in May 2020 to 59.8%, only to spike back to 61.3% in July 2020 and revert back to 59.8% by October 2020. Since November 2020, California's labor force participation rate has been trending higher, most recently at 62.1%.

Since February 2020, the state's labor force has contracted by 358,100 workers, a 1.8% decline. Notably, in all regions that cover the state's major employment centers, the unemployment rate is now below the pre-pandemic rate. These figures tell us that, despite there being fewer workers employed in California than there were prior to the pandemic, for those seeking a job, there is ample work available.



## CA Total Nonfarm Employment Growth

6.4% | 3.6%

There are currently 1.2 million job openings in California. To place this figure in context, in the five years prior to the pandemic, a period of economic expansion, there were 686,000 job openings in the state, on average.

Employment has returned to pre-pandemic levels in a growing number of sectors, and in the sectors where employment still lags, growth has been especially strong over the past year. From April 2021 to April 2022, employment grew fastest in Arts and Entertainment (34%), Accommodation and Food Services (19%), and Other Services (11%), which includes hair and nail salons. These sectors were the most affected by restrictions put in place to curb the spread of the COVID-19 virus and they will continue to outpace growth in other sectors of the economy throughout the year.

The labor market recovery has also been stronger in the inland parts of the state. There are more jobs today than there were prior to the pandemic in the Inland Empire, Sacramento, and Fresno. Bakersfield has had the next strongest recovery along this measure. Specifically in California, Logistics employment is now 18% higher than the pre-pandemic level, fueled by the continued and accelerated transition to online consumption.



## CA Residential Building Permits

118,532 | 120,077

Home building permits will increase over the next year, but not enough to fundamentally improve the housing scarcity problem in California. In 2021, home building permits rose after a major decrease in 2020. Even with this upward trend continuing into 2022 and 2023, it is unlikely to meet Governor Newsom's 2019 goal of 3.5 million new units by 2025.



## CA Median Existing Home Price

\$669,680 | \$686,369

In the first quarter of 2022, house prices in California averaged \$685,000, an increase of 13% on a year-over-year basis. This compares to a 16% increase nationally. The tight supply fundamentals that have driven strong price growth since the outset of the pandemic have not changed, although elevated mortgage rates will constrain demand. Home building permits have been relatively flat since 2019, while new listings are comparable to levels in the pre-pandemic years. Continued constraints on supply will act as a buttress to house prices in the presence of declining demand in the face of rising mortgage rates.



Scan to view the *HdL California Consensus Forecast 1Q22* webinar recording. Email [solutions@hdlcompanies.com](mailto:solutions@hdlcompanies.com) to learn more about HdL services that can help your agency maximize revenue.





# HdL Companies

888.861.0220 | [solutions@hdlcompanies.com](mailto:solutions@hdlcompanies.com) | [hdlcompanies.com](http://hdlcompanies.com)

## HdL Companies

714.879.5000 | [solutions@hdlcompanies.com](mailto:solutions@hdlcompanies.com) | [hdlcompanies.com](http://hdlcompanies.com)

California's allocation data trails actual sales activity by three to six months. HdL compensates for the lack of current information by reviewing the latest reports, statistics and perspectives from fifty or more economists, analysts and trade associations to reach a consensus on probable trends for coming quarters. The forecast is used to help project revenues based on statewide formulas and for reference in tailoring sales tax estimates appropriate to each client's specific demographics, tax base and regional trends.

## Beacon Economics LLC

310.571.3399 | [BeaconEcon.com](http://BeaconEcon.com)

Beacon Economics has proven to be one of the most thorough and accurate economic research/analytical forecasting firms in the country. Their evaluation of the key drivers impacting local economies and tax revenues provides additional perspective to HdL's quarterly consensus updates. The collaboration and sharing of information between Beacon and HdL helps both companies enhance the accuracy of the work that they perform for their respective clients.

# CITY OF COLUSA

## SALES TAX UPDATE

### 1Q 2022 (JANUARY - MARCH)



COLUSA

TOTAL: \$ 387,398

-6.1%

1Q2022



6.5%

COUNTY



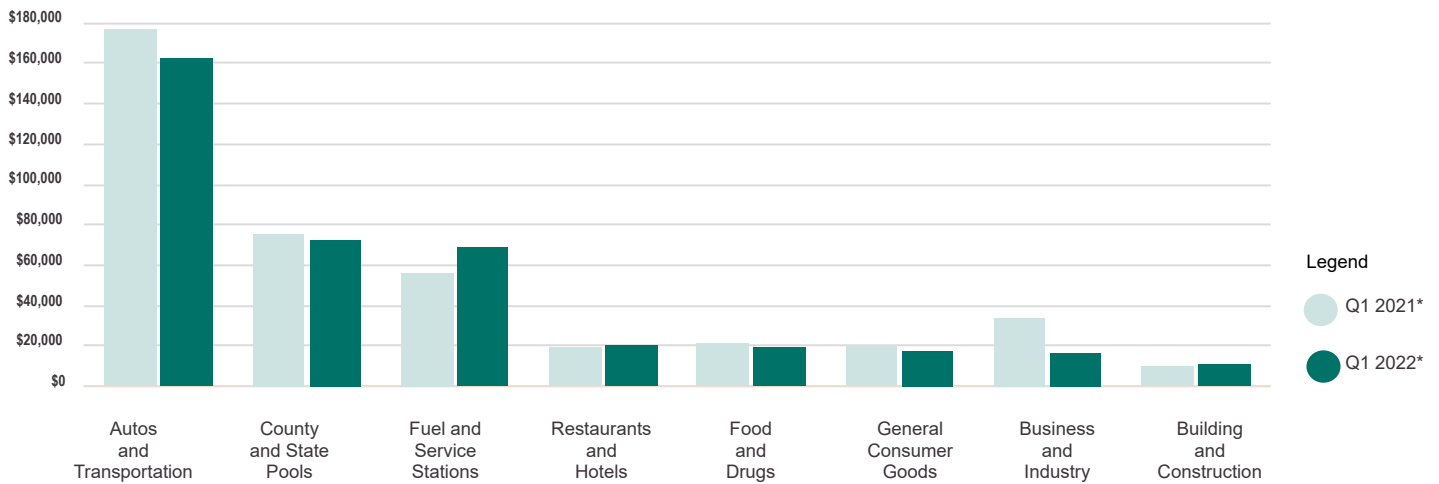
17.1%

STATE



\*Allocation aberrations have been adjusted to reflect sales activity

#### SALES TAX BY MAJOR BUSINESS GROUP



#### CITY OF COLUSA HIGHLIGHTS

Colusa's receipts from January through March were 4.9% below the first sales period in 2021. Excluding reporting aberrations, actual sales were down 6.1%.

Weaker demand within the automotive sector may be the result of supply chain disruptions for mixed results within business segments in the group. Many people have opted to invest in repairs/maintenance of their vehicles improving receipts at auto repair shops and supply stores. Fuel sales strengthened as the Russia Ukraine crisis contributed to restricted supplies along with record crude oil prices pushing prices higher at the pump.

Restaurants realized modest gains this quarter as patrons remain unfazed by higher menu price, especially enjoying dining at casual eateries. This sector has faced ongoing challenges post pandemic

with supply costs and labor shortages that may impact operational hours.

Unlike the statewide trend which reported steady growth in the business-industry group, activity declined in part due to onetime activity reported last year, and influenced by materials shortages. During this post-holiday period, general consumer goods sales declined as consumers felt the pinch with higher food and fuel prices.

The countywide use tax pool results decreased with lower general merchandise and specialty store sales; although the pools remain a solid source of local revenues for e-commerce activity for consumer and business sales.

Net of aberrations, taxable sales for all of Colusa County grew 6.5% over the comparable time period; the Far North region was up 3.4%.



#### TOP 25 PRODUCERS

Ace Hardware

AutoZone

Burger King

Chevron

Country Stop

Davie's Oil

Dollar General

Donald's Litchfield

Dos Rios

Hoblit Chevrolet Buick GMC

Hoblit Motors Ford

Holiday Quality Foods

Jackpot Food Mart Of Colusa

Jeff's Freezette

Kittles Outdoor &amp; Sport Co

Kwik Stop

Les Schwab Tire Center

Napa Auto Parts

Rite Aid

Round Table Pizza

Selovers Paint &amp; Body

Shop N Save

Superior Tire Service

Valdez Eazy Tow Trailers

Wilbur Ellis



## STATEWIDE RESULTS

California's local one-cent sales and use tax for sales occurring January through March was 17% higher than the same quarter one year ago, after adjusting for accounting anomalies and onetime payments from previous quarters. By all accounts, the California retail economy continues roaring along. Even with instability in the stock market, the crisis in Ukraine pushing up the global price of crude oil and the U.S. Federal Reserve Board beginning to tackle inflation with a series of rate increases, consumer spending continued at a strong pace.

The invasion of Ukraine by Russian military forces on February 24 had an immediate upward impact on the global price of crude oil due to fears of supply shortages. Subsequently this has caused a dramatic jump to California consumer gas and diesel prices at a time when many in the workforce were commuting back into offices, also contributing to an overall increase in consumption. As expected, fuel and service station receipts increased 47% over last year and show no signs of pulling back with summer travel right around the corner.

Sales of new and used vehicles continue to be robust causing the autos and transportation sector to jump 15% for the period. Inventory shortages by some dealers may have caused buyers to experience a Fear Of Missing Out (FOMO) and pay elevated prices while interest rates remained lower. Automotive brands that have committed to full electric or hybrid models are attractive with consumers, especially given the sudden rise in fuel prices.

Post-holiday retail sales of general consumer goods remained solid, improving 10%. Prior supply chain concerns have dissipated, port operations are returning to normal and headwinds from inflation and higher cost goods haven't yet slowed consumer demand. The stellar returns

were largely driven by discount department stores, especially those selling gas.

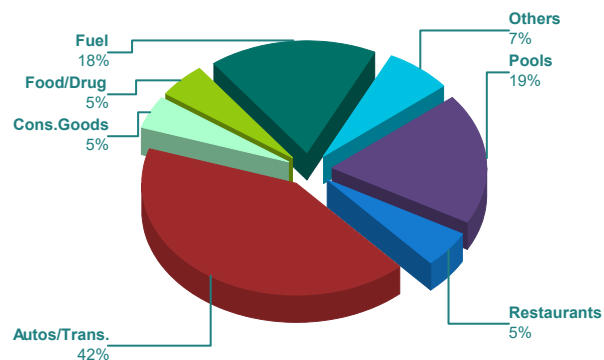
These results mark the fourth full quarter in a row that restaurant and hotel receipts have increased. While higher menu prices have contributed, steady demand by patrons to dine out is also propelling the gains. Furthermore, theme parks and entertainment venues throughout the state are busy. With the summer tourism and travel season approaching, the industry is positioned to maintain post-pandemic growth and remain positive through 2022.

Use taxes generated by online sales and purchases from out-of-state vendors allocated via the county pools, heartily surpassed expectations, gaining 13% over

the comparison period. Shoppers bought a range of merchandise and spending by businesses on capital equipment remained sensational.

The first quarter sales period contributed to an already strong 2021-22 fiscal year for most municipalities statewide. However, continued inflationary pressure, soaring interest rates and record gas prices may soften growth going into 2022-23.

### REVENUE BY BUSINESS GROUP Colusa This Quarter\*



\*ADJUSTED FOR ECONOMIC DATA

### TOP NON-CONFIDENTIAL BUSINESS TYPES

Colusa Business Type	Q1 '22	Change	County Change	HdL State Change
Service Stations	25,327	-5.8% ↓	27.4% ↑	43.4% ↑
Automotive Supply Stores	24,324	8.2% ↑	8.5% ↑	4.6% ↑
Casual Dining	10,306	20.0% ↑	37.0% ↑	55.7% ↑
Quick-Service Restaurants	9,881	-8.7% ↓	-11.1% ↓	7.8% ↑
Auto Repair Shops	2,200	14.5% ↑	8.6% ↑	18.7% ↑
Auto Lease	577	-34.8% ↓	-31.8% ↓	-7.5% ↓

\*Allocation aberrations have been adjusted to reflect sales activity

## ORDINANCE NO. 555

### 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 August 16, 2022, by the following vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSENT: None.

ABSTAIN: None.

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

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,

RHF PARTNERSHIP, LLC. / CITY OF COLUSA DEVELOPMENT AGREEMENT

Page 1 of 24

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 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:** 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)

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”**  
**Legal Description**

pending

## EXHIBIT "B"

Item 9.

### Boundary Map





## City of Colusa California

### STAFF REPORT

**DATE:** September 6<sup>th</sup>, 2022  
**TO:** Mayor and Members 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 2959 Davison court.

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

FIRST READING BY TITLE ONLY AND SET FOR SECOND READING AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND XO CANNABIS/ ORGANIC CROP SOLUTIONS LLC RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2959 DAVISON COURT 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 2959 DAVISON COURT. IN COLUSA

#### BACKGROUND ANALYSIS:

XO Cannabis/ Organic Crop Solutions LLC is located at 2959 Davison Court, in the City of Colusa. They would be moving into an existing metal building at 2,400 sq ft. The project consents of cultivation drying and packaging. The applicants are aware that they must have a smell mitigation plan and that smell is a major concern. This project will generate 1-3 jobs as this is a small project. The proposed location business type and activities conforms with ordinance 519.



**BUDGET IMPACT:** The terms of the Development Agreement would generate revenues for the City based on a production fee where the applicant pays the City 3% of gross sales from operations.

**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 APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND XO CANNABIS/ORGANIC CROP SOLUTIONS LLC RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2959 DAVISON COURT 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 2959 DAVISON COURT. IN COLUSA

**ATTACHMENT:**

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

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

Development Agreement

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

AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF COLUSA AND XO PATRICK ORGANIC CROP  
SOLUTIONS, LLC RELATIVE TO THE OPERATION OF A CANNABIS  
MANUFACTURING FACILITY LOCATED AT 2959 DAVISON COURT 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 2959 Davison Court (“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 July 27, 2022, passed a resolution by a vote of 3-0 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 Xo, Organic Crop Solutions, 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 XO, Organic Crop Solutions, 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: Councilmembers:  
 NOES: Councilmembers:  
 ABSENT: Councilmembers:  
 ABSTAIN: Councilmembers:

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

AYES: Councilmembers:  
 NOES: Councilmembers:  
 ABSENT: Councilmembers:  
 ABSTAIN: Councilmembers:

\_\_\_\_\_  
 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 XO  
 ORGANIC CROP SOLUTIONS, 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 **XO Cannabis/Organic Crop Solutions, 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 occupy an existing 2,400-sq-ft metal building on 1.22 acres of developed industrial property located at 2959 Davison Court (APN: 017-130-105) for the purposes of cannabis cultivation and distribution. 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,

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Owner 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 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 July 29, 2022, the Planning Commission of the City reviewed, considered and voted 3-0, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on, September 6, 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.

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 ensuring 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:**

XO Cannabis/ Organic Crop Solutions LLC  
C/O Patrick Griffith  
2959 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"**

Patrick Griffith

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.

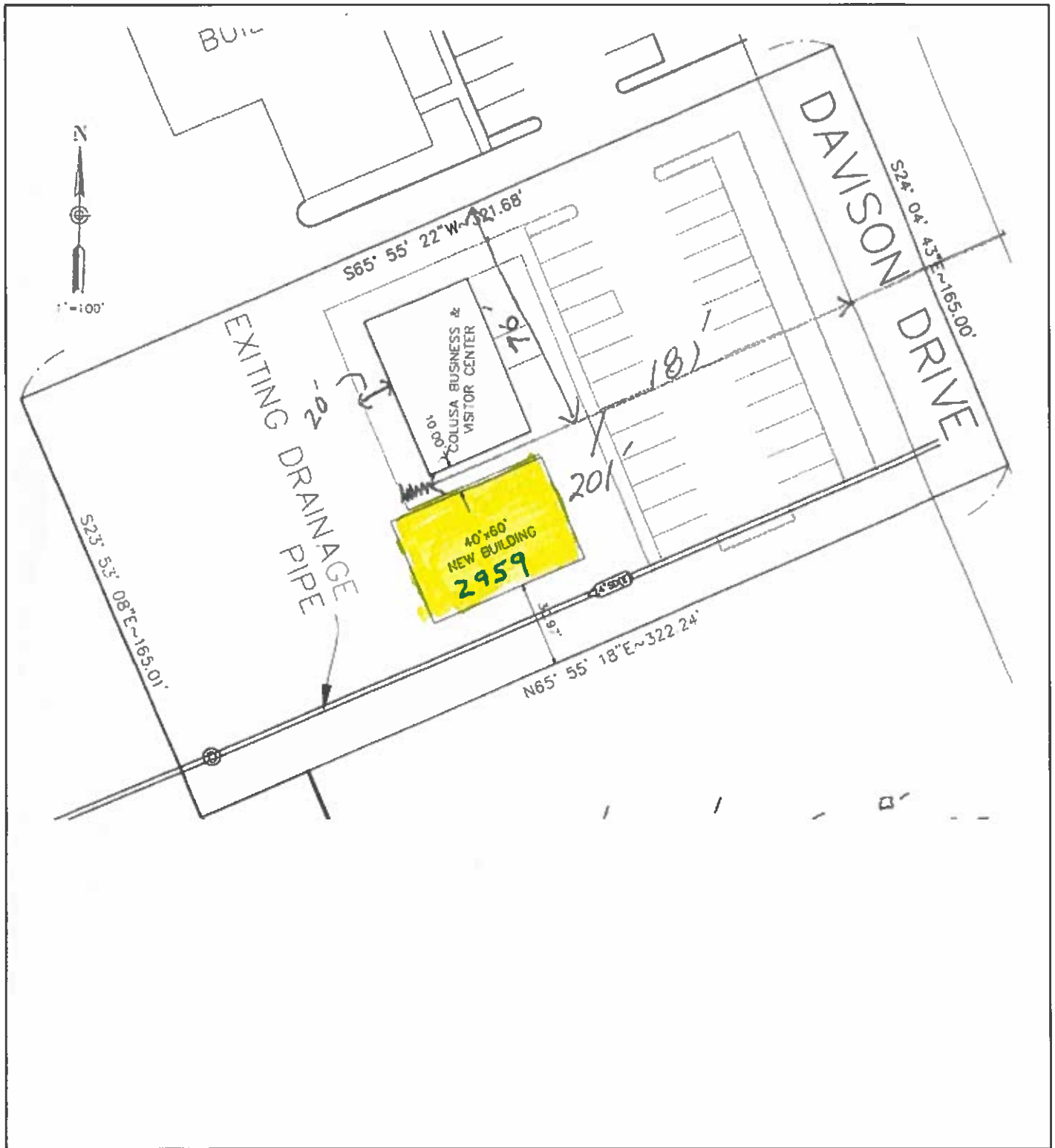
WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

# EXHIBIT "A"

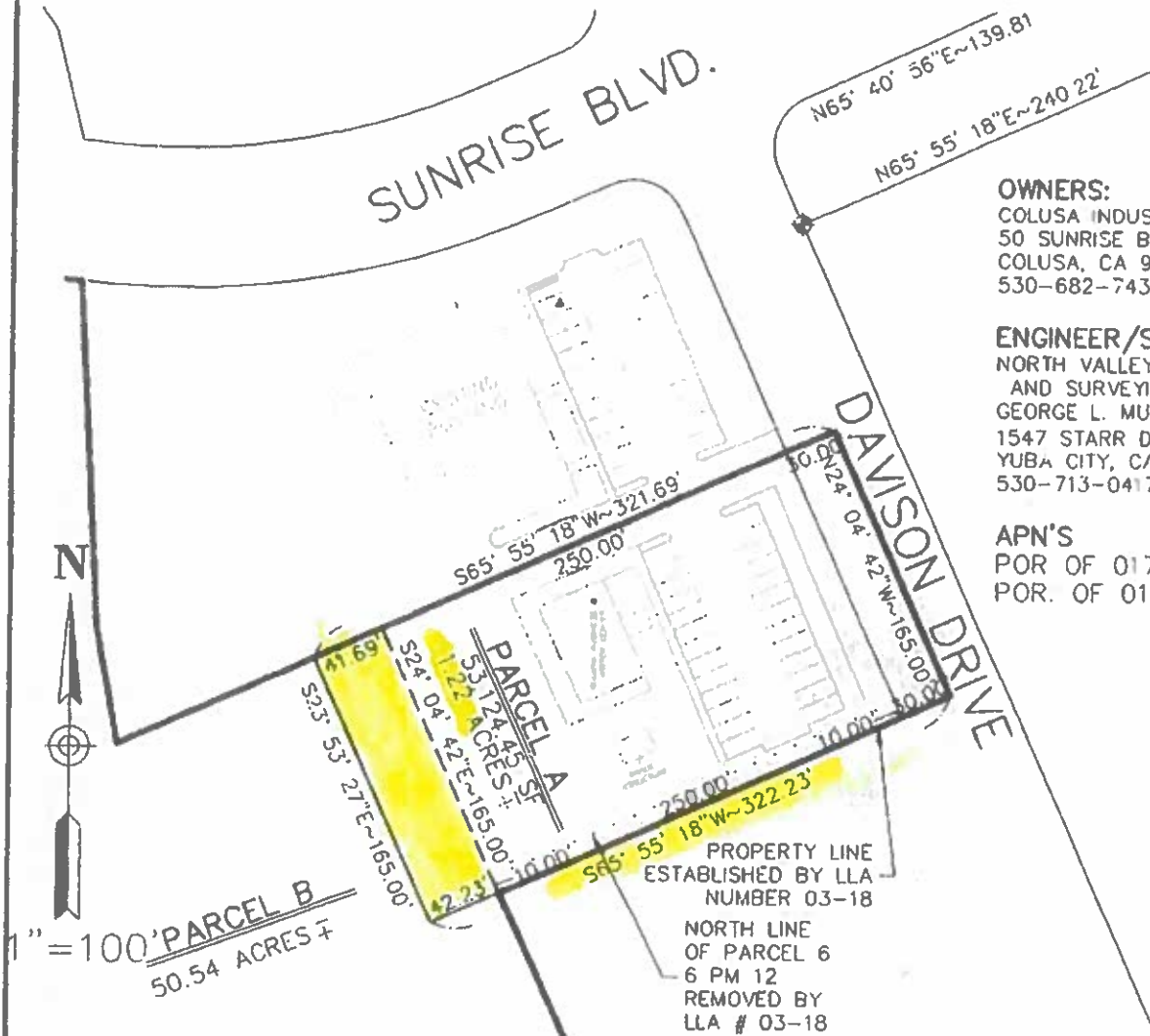
Item 10.

## Site & Boundary Map



ORGANIC CROP SOLUTIONS, LLC / CITY OF COLUSA DEVELOPMENT AGREEMENT

Page 22 of 23



**OWNERS:**  
COLUSA INDUSTRIAL PROPERTIES  
50 SUNRISE BOULEVARD  
COLUSA, CA 95932  
530-682-7431

**ENGINEER/SURVEYOR:**  
NORTH VALLEY ENGINEERING  
AND SURVEYING  
GEORGE L. MUSALLAM PE, LS  
1547 STARR DRIVE SUITE "J"  
YUBA CITY, CA 95993  
530-713-0417

**APN'S**  
POR OF 017-130-059 &  
POR. OF 017-130-081



1.22

**LINE LEGEND**

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE TO REMAIN
- - - PROPERTY LINE TO BE REMOVED
- - - EASEMENT LINE
- RIGHT OF WAY LINE

**EXHIBIT "B"**  
**LLA 01-19**

**COLUSA INDUSTRIAL PROPERTIES**  
BEING A PORTION OF JIMENO RANCHO  
T. 15 N., R. 1 W., M.D.B.&M.,  
COUNTY OF COLUSA  
STATE OF CALIFORNIA

## 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 2959 DAVISON COURT. IN COLUSA

Whereas, XO Cannabis/Organic Crop Solutions (the “Owner”) has applied to the City to develop and open a cannabis manufacturing facility at 2959 Davison Court, Colusa, CA consistent with California laws regulating cannabis manufacturing (the “Project”); and

Whereas, the Project will include 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

development of the Project Site with agricultural cultivation, processing and manufacturing land uses was anticipated within past and current Colusa County General Plans. As a result, the proposed Project is considered an anticipated use that is consistent with the analysis of such uses that have already undergone extensive environmental documentation within the *County of Colusa 2030 General Plan Update Environmental Impact Report certified by Colusa County in 2012*.

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.



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

**PASSED AND ADOPTED** this 6 day of September 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

TOM REISCHE, MAYOR

ATTEST:

---

Shelly Kittle, City Clerk

ATTACHEMENTS:

None



## City of Colusa California

### STAFF REPORT

**DATE:** September 6<sup>th</sup>, 2022  
**TO:** Mayor and members 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 2857 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

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

FIRST READING BY TITLE ONLY AND SET FOR SECOND READING AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA 5D1S PATRICK BARROS TO THE OPERATION OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2857 NIAGARA AVENUE 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 2857 NIAGARA AVENUE. IN COLUSA

#### BACKGROUND ANALYSIS:

5D1S/ Patrick Barros is located at 2857 Niagara Avenue in Colusa moving into an existing metal building and having four green houses. The project consents of cultivation drying and packaging. They are aware that they must have a smell mitigation plan and that smell is a major concern. This project will generate 12 jobs. The proposed location business type and activities conforms with ordinance 519

**BUDGET IMPACT:** The terms of the Development Agreement would generate revenues for the City based on a production fee where the applicant pays the City 3% of gross sales from operations.

**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 APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND 5D1S/ PATRICK BARROS RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2857 NIAGARA AVENUE 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 2857 NIAGARA AVENUE. IN COLUSA

**ATTACHMENT:**

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

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

Development Agreement

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

AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF COLUSA AND 5D1S RELATIVE TO THE  
OPERATION OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2857  
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 2857 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 July 27, 2022, passed a resolution by a vote of 3-0 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 5D1S 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 5D1S 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: Councilmembers:  
 NOES: Councilmembers:  
 ABSENT: Councilmembers:  
 ABSTAIN: Councilmembers:

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

AYES: Councilmembers:  
 NOES: Councilmembers:  
 ABSENT: Councilmembers:  
 ABSTAIN: Councilmembers:

\_\_\_\_\_  
 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 5D1S

**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 **Patrick Barros** ("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 remodel up to 4,800 square feet of existing interior building space and construct four new 3,000-sq-ft greenhouses totaling 16,800 square feet on 3.5 acres of partially developed industrial property located at 2857 Niagara Avenue (APN: 017-030-099) for the purposes of cannabis cultivation, distribution. 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,

Owner 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 (including 12 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 July 29, 2022, the Planning Commission of the City reviewed, considered and voted \_\_\_\_\_, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on, \_\_\_\_\_, 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 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:** Patrick Barros  
2857 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"**

Patrick Barros

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

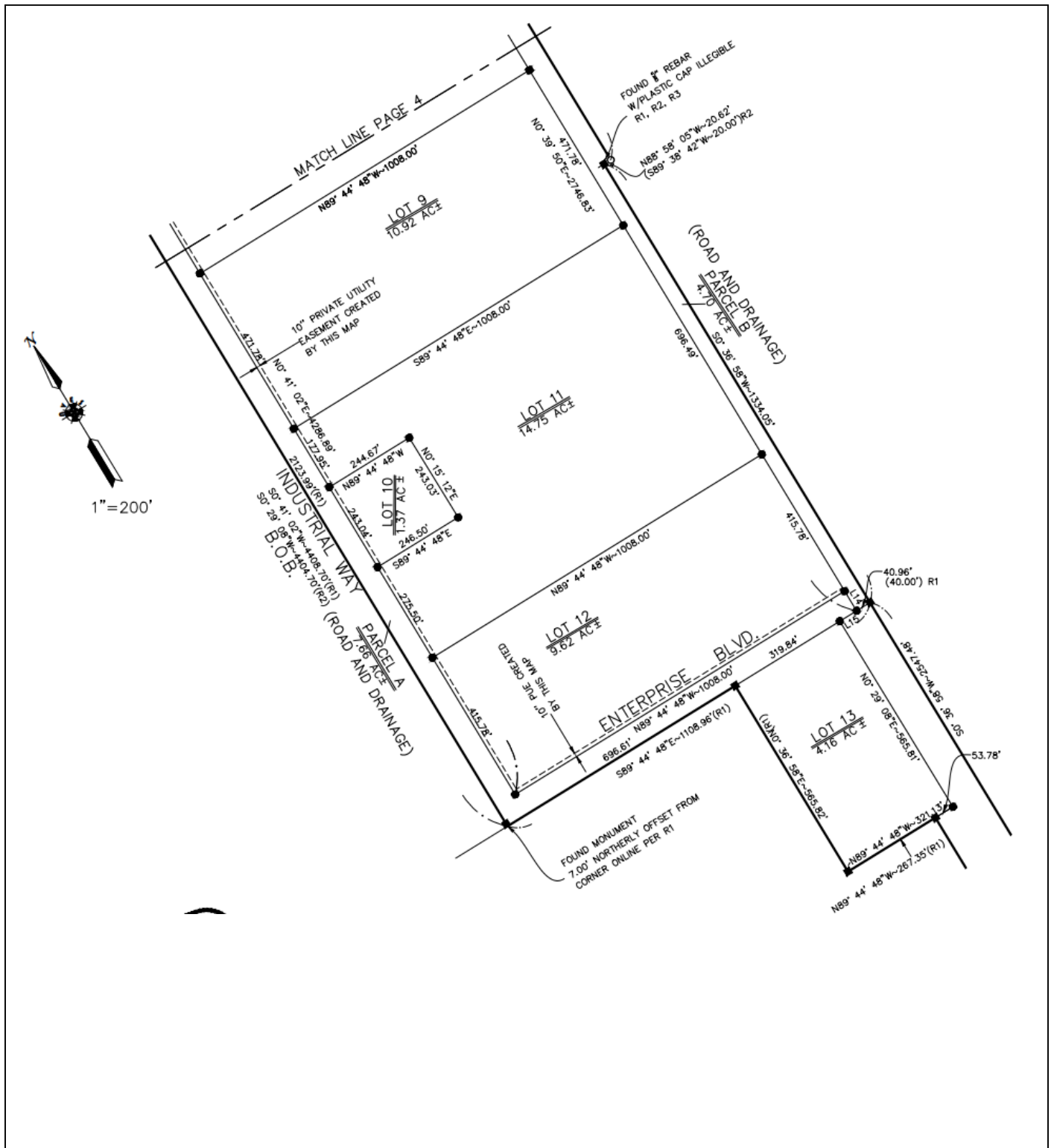
## EXHIBIT “A”

Item 11.

### Legal Description

Pending

## Site &amp; 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 2857 NIAGARA AVENUE. IN COLUSA

Whereas, 5D1S Patrick Barros (the “Owner”) has applied to the City to develop and open a cannabis manufacturing facility at 2857 Niagara Avenue, Colusa, CA consistent with California laws regulating cannabis manufacturing (the “Project”); and

Whereas, the Project will include 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 development of the Project Site with agricultural cultivation, processing and



manufacturing land uses was anticipated within past and current Colusa County General Plans. As a result, the proposed Project is considered an anticipated use that is consistent with the analysis of such uses that have already undergone extensive environmental documentation within the *County of Colusa 2030 General Plan Update Environmental Impact Report certified by Colusa County in 2012*.

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.

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

**PASSED AND ADOPTED** this 6 day of September 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

TOM REISCHE, MAYOR

ATTEST:

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Shelly Kittle, City Clerk

ATTACHEMENTS:

None



## City of Colusa California

### STAFF REPORT

**DATE:** September 6 2022  
**TO:** Mayor Reische and member of the City Council  
**FROM:** Jesse Cain, City Manager, and Ryan Jones, City Attorney

#### AGENDA ITEM:

Subject: Re-introduction of proposed first reading of an Ordinance approving a development agreement for cannabis manufacturing uses at 2876 Niagara Avenue.

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

Re-introduction of 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

#### 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.

#### PROCEDURAL HISTORY:

This item was brought to the City Council at the City Council meeting on August 16<sup>th</sup>, which the Council voted on. However, it was discovered that the proposed Ordinance/Development Agreement was not attached to the Agenda, nor was it available for the Council for review. Accordingly, this is being brought back to the Council for a new vote on this item now that the Ordinance/Development Agreement is included in the Agenda and available for the public and

Council for review.

### 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.

### 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. RE-INTRODUCTION OF 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

**ATTACHMENT:**

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

## ORDINANCE NO.556

### 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:

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

ATTEST:

\_\_\_\_\_  
SHELLY KITTLE, CITY CLERK

ATTACHED:

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

**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 **Genesis Extracts CA** ("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 remodel up to 4,800 square feet of existing interior building space on 1.6 acres of currently developed property (APN: 017-130-084) for the purposes of cannabis extraction, under a Type 7 (Volatile Extraction) California License. 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, Owner shall be required to obtain a special use permit and regulatory permit from City.

GENESIS EXTRACTS CA / CITY OF COLUSA DEVELOPMENT AGREEMENT

Page 1 of 24



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 15 employees after the first year) 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:** Genesis Extracts CA  
C/O Joel Gonzalez  
2876 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: \_\_\_\_\_  
Thomas Reische, Mayor

Attest:

By: \_\_\_\_\_  
Shelly Kittle, City Clerk

*Approved as to form:*

Jones & Mayer

By: \_\_\_\_\_  
Ryan R. Jones, Esq.  
City Attorney

“Authorized Agent”

Joel Gonzalez

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 12.

### Legal Description

A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN MAP RECORDED IN BOOK 4 OF PARCEL MAPS AT PAGE 37 ON FILE IN THE OFFICE OF RECORDER, COUNTY OF COLUSA, STATE OF CALIFORNIA , AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

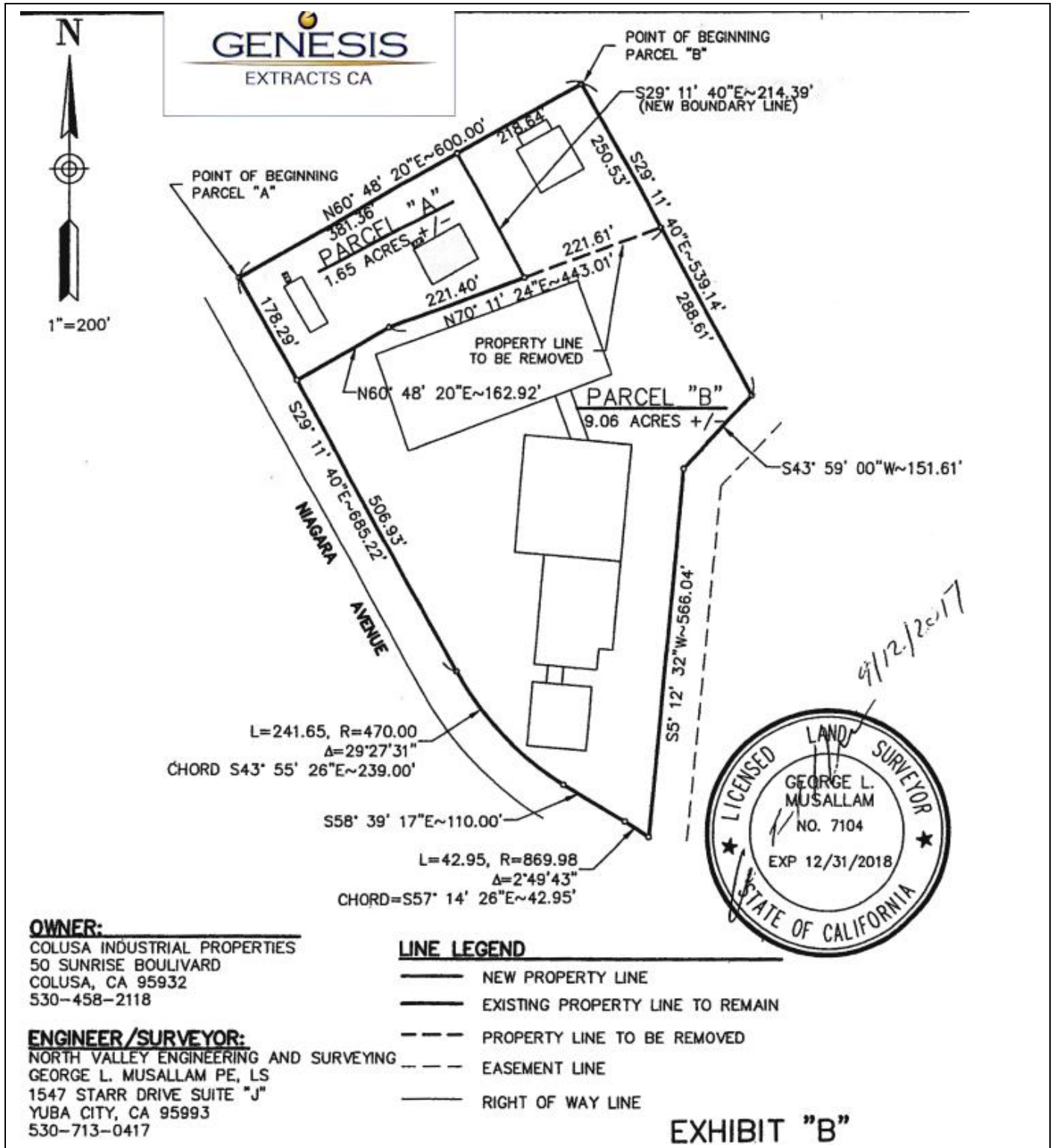
BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 2; THENCE NORTH 60° 48' 20" EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID PARCEL 2 A DISTANCE OF 381.36 FEET; THENCE SOUTH 29° 11' 40" EAST A DISTANCE OF 214.39 FEET; THENCE SOUTH 70° 11' 24" WEST A DISTANCE OF 221.40 FEET; THENCE SOUTH 60° 48' 20" WEST A DISTANCE OF 162.92 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NIAGARA AVENUE; THENCE NORTH 29° 11' 40" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 178.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.65 ACRES +/-.

# EXHIBIT "B"

Item 12.

## Site & Boundary Map



GENESIS EXTRACTS CA / CITY OF COLUSA DEVELOPMENT AGREEMENT

Page 24 of 24



## City of Colusa California

### STAFF REPORT

**DATE:** September 6, 2022

**TO:** City of Colusa Mayor and Council Members

**FROM:** Fernanda Vanetta, Grant Writer through Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: US Department of Transportation (DOT) Reconnecting Communities Pilot (RCP) Planning Grant

**Recommendation:** Council to approve resolution 22-\_\_\_\_ for the City of Colusa to submit grant bid to the DOT for a planning grant for the Development on a Main Street Project that would repave Main Street and develop the area to reconnect it to the community.

**BACKGROUND ANALYSIS:** The purpose of the RCP Program is to reconnect communities by removing, retrofitting, or mitigating transportation facilities such as highways and rail lines that create barriers to community connectivity including to mobility, access, or economic development.

The program provides technical assistance and grant funding for planning and capital construction to address infrastructure barriers, restore community connectivity, and improve peoples' lives. The variety of transformative solutions to knit communities back together can include: high-quality public transportation, infrastructure removal, pedestrian walkways and overpasses, capping and lids, linear parks and trails, roadway redesigns and complete streets conversions, and main street revitalization. The RCP Program welcomes applications from diverse local, Tribal, and regional communities regardless of size, location, and experience administering Federal funding awards.

A cornerstone of the RCP program is DOT's Equity Strategic Goal to reduce inequities across our transportation systems and the communities they effect. The RCP Program seeks to redress the legacy of harm caused by transportation infrastructure, including barriers to opportunity, displacement, damage to the environment and public health, limited access, and other hardships. In pursuit of this goal, the program will support and engage economically disadvantaged communities to increase affordable, accessible, and multimodal access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, and park space.



### Cost Sharing and Matching

Matching funds may include non-Federal sources such as:

- State funds originating from programs funded by State revenue,
- Local funds originating from State or local revenue-funded programs,
- Philanthropic funds, or
- Private funds.

Grant recipients may also use in-kind or cash contributions toward local match requirements so long as those contributions meet the federal legal requirements. In-kind contributions may include compensation for community members' time, materials, pro bono work provided to the project by third parties, and donations from private sponsors.

Planning Grants may not exceed 80 percent of the total cost of the project for which the grant is awarded. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. As noted above, the local matching share may consist partially or entirely of in-kind contributions as well as contributions from the private sector and/or philanthropic organizations.

### Eligible Planning Grant Activities and Costs:

1. Public engagement activities, including community visioning or other place-based strategies for public input into project plans
2. Planning studies to assess the feasibility of removing, retrofitting, or mitigating an existing eligible facility to reconnect communities, including assessments of:
  - a. Current traffic patterns on the facility and the surrounding street network.
  - b. Alternative roadway designs or other uses for the right-of-way.
  - c. The project's impact on mobility of freight and people.
  - d. The project's impact on safety
  - e. The estimated cost to restore community connectivity and to convert the facility to a different design or use, compared to any expected maintenance or reconstruction costs.
  - f. The project's anticipated economic impact and development opportunities.
  - g. The project's environmental, public health, and community impacts.
3. Other planning activities in advance of the project, such as:
  - a. Conceptual and preliminary engineering, or design and planning studies that support the environmental review for a construction project.
  - b. Associated needs such as locally-driven land use and zoning reform, transit-oriented development, housing supply, in particular location-efficient affordable housing, managing gentrification and neighborhood change, proposed project impact mitigation, green and open space, local history and culture, access and mobility barriers, jobs and workforce, or other necessary planning activities as put forth by the applicant that do not result in construction.

City Staff envisions a plan that revitalizes Main Street so it can connect the community with its waterfront and give citizens and visitors an alternate route over Market Street. The plan can also focus on incorporating Levee Park as a hub along with the accompanying city building that can be further utilized as event space, bringing new life and economic vitality to the area. It would also make sure accessibility to all citizens to make sure there is equitable right to use.

**BUDGET IMPACT:** The 20% match required for this grant would result in a cost to the city of \$200,000 for the project. The project could be scaled back which would result in a reduction in matching funds.

**ATTACHMENT: Resolution 22-**

## RESOLUTION NO. 22-

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE CITY TO SUBMIT GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S RECONNECTING COMMUNITIES PILOT (RCP) GRANT PROGRAM

**WHEREAS**, on September 6, 2022, the City of Colusa City Council approves the writing of a grant application to plan a comprehensive project for the resurfacing and development of Main Street as a community connector and gathering space in the City of Colusa.

**WHEREAS**, the total planning of the Main Street Project and surrounding collectors, is estimated to cost up to \$1,000,000. The planning would make the project shovel ready and would prepare project for a capital grant application in 2023.

**WHEREAS**, if awarded the city would commit a 20% non-federal match, which based on the preliminary budget would be \$200,000 in funds towards the project.

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

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

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

Passed and adopted this 6<sup>th</sup> day of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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



## City of Colusa California

### STAFF REPORT

**DATE:** September 6, 2022  
**TO:** Mayor Reische and Members of the City Council  
**FROM:** Fernanda Vanetta and Sadie Ash through Jesse Cain, City Manager

**AGENDA ITEM:**

Subject: Update Plan and Budget for Approved City Events 2022

**Recommendation:** Council to approve revised budget and revised event idea for event in October 2022

**BACKGROUND ANALYSIS:** Council approved the 2022 City of Colusa Sponsored Events Plan and Budget on March 1, 2022, and the city has now completed two out of the three approved events. As the third event approaches City Staff believes this is a good time to evaluate completed events and reassess the “Country in Colusa” event to make sure it is still in line with the wants and needs of City Council and the citizens of the City of Colusa.

Staff would like council to consider two major points before moving forward with the city’s third event:

1. The Country in Colusa event is a substantial endeavor and requires a lot of planning and time. While staff believes the event should be repeated in the future as it is a driver of community engagement and a tourist attraction, it is important that it be properly developed and organized. When it comes to musical talent and entertainment, bookings must be accomplished further in advance than was possible this year. Staff suggests it can become a bi-annual event. This way planning, sponsorships, talent, and partners can be properly identified and sourced, especially to minimize fiscal impact to the city.
2. Staff believes having a third city sponsored event is still important for the overall goal of community building and development. However, a smaller “harvest/fall event” which can be taken in partnership with a non-profit organization would be more in line with current city resources and time constraints. This would also ensure a free to all event in which the entire community is welcome to participate.

Below is proposed revised budget for 2022 Events:

2022 City of Colusa Approved Events Budget							
Event	Date	Approved Budget	Donations	Actual Expenses	Actual City Spend	Projected Spend	Underspend
4th of July	7/4/2022	\$ 23,000.00	\$ 10,000.00	\$ (21,359.87)	\$ 11,359.87		\$ 11,640.13
TacoFest	8/6/2022	\$ 20,000.00	\$ 10,125.00	\$ (9,876.00)	\$ (249.00)		\$ 20,249.00
Country in Colusa*	10/8/2022	\$ 65,000.00				\$ 65,000.00	\$ -
Total		\$ 108,000.00	\$ 20,125.00	\$ (31,235.87)	\$ 11,110.87		\$ 31,889.13
*Country in Colusa would be substituted for a smaller October Event with a budget ask of \$10,000							
2022 City of Colusa Proposed Revised Events Budget							
Event	Date	Approved Budget	Donations	Expenses	Actual City Spend	Projected Spend	Underspend
4th of July	7/4/2022	\$ 23,000.00	\$ 10,000.00	\$ (21,359.87)	\$ 11,359.87		\$ 11,640.13
TacoFest	8/6/2022	\$ 20,000.00	\$ 10,125.00	\$ (9,876.00)	\$ (249.00)		\$ 20,249.00
Harvest / Fall Event*	10/8/2022	\$ 10,000.00	\$ -			\$ 10,000.00	\$ -
Total		\$ 53,000.00	\$ 20,125.00	\$ (31,235.87)	\$ 11,110.87		\$ 31,889.13
TOTAL BUDGET DECREASE		\$ 108,000.00	-	\$ 53,000.00	\$ 55,000.00		
SAVINGS FROM PREVIOUS EVENTS					\$ 31,889.13		
TOTAL BUDGET SAVINGS UNDER PROPOSED REVISED BUDGET					\$ 86,889.13		

**BUDGET IMPACT:** By making the last event of the season a \$10,000 Budget Spend instead of \$65,000, the events budget impact to the city would be a savings of approximately \$86,889 over previously approved and forecasted budget.

**ATTACHMENT: Resolution 22-**

## RESOLUTION NO. 22-

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A REVISED PLAN AND BUDGET FOR CITY SPONSORED EVENTS FOR 2022

**WHEREAS**, on September 6, 2022, the City of Colusa City Council Approves a revised plan and budget for the City of Colusa Sponsored events for 2022.

**WHEREAS** the Country in Colusa Concert Event will be substituted for a smaller fall event with a maximum general fund budgetary spend of \$10,000.

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

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

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

Passed and adopted this 6<sup>th</sup> day of September 2022 by the following vote:

AYES:

NOES:

ABSENT: None.

ABSTAIN: None.

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

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



## City of Colusa California

### STAFF REPORT

**DATE:** September 6<sup>th</sup> 2022  
**TO:** City Council  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: Update the Water Master Plan and produce a Capital Improvement Plan and Drought Mitigation Plan for the City with projects that can be targeted and used to by the city grant writer to apply for and seek grants.

**Recommendation:** Council to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute a contract with California Engineering Company Inc. to perform the Water Master Plan Update as described in the RFP.

**BACKGROUND ANALYSIS:** The City currently does not have a current comprehensive Water Master Planning Document with all the necessary elements needed to utilize and assess the cities system, nor does the City have a water model that allows staff to make accurate predictions and run scenarios for consideration of future development projects, or what may or may not happen should one of our wells go down. We have a water master plan document and a comprehensive well evaluation report, both of which are dated 2007 and 2009 respectively. They have become of limited use due to being outdated.

The City advertised this RFP in April and May of this year, with the RFP closing on May 23<sup>rd</sup>. We received three responses to the RFP. One from California Engineering Company Inc. and the other one from Luhdorff and Scalmanini. and one from Wood Rodgers. Staff have evaluated all of the RFP's and based on the work scope and qualifications and responses submitted by both firms, it was staff's assessment that the California Engineering Company proposal submitted was more responsive and comprehensive at producing a Water Master Plan that the City can use for planning purposes, and for leveraging specific projects working with our grant writer to produce grant opportunities.

**BUDGET IMPACT:** This item was budgeted with the adopted 2022/23 budget. CEC's proposal cost to perform this work is \$139K.

**STAFF RECOMMENDATION:** Approve the attached Resolution and authorize the City Manager to enter into contract with CEC Inc. to produce a comprehensive Water Master Plan

**ATTACHMENT:**  
Resolution No. \_\_\_\_\_



## RESOLUTION NO. 22-

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CALIFORNIA ENGINEERING COMPANY INC. FOR PURPOSES OF COMPLETING A WATER MASTER PLAN UPDATE

WHEREAS, The City owns and operates its water system; and

WHEREAS, The City has an obligation to its residents to efficiently operate the system such that the system delivers high quality domestic water service to its residents, while also providing excellent fire protection to the residents; and

WHEREAS, The City has detailed, and complex planning documents called “Water Master Plan” which is the guiding document for upgrading and evaluating the system for both necessary capital improvements and expansion; and

WHEREAS, The Cities current master planning documents are outdated and no longer meeting current standards; and

WHEREAS, The City public advertised a Request for Proposals for contracting with qualified firms to complete this work; and

WHEREAS, The City received responses based on the advertising of the Request for Proposals, and has evaluated and those responses and recommends selecting California Engineering Company Inc. to update the Cities Water Master Plan:

NOW THEREFORE, the City Council of the City of COLUSA does hereby resolve that:

1. The City Council authorizes the City Manager to execute a contract with the selected consultant, California Engineering Company Inc. to perform the Water Master Plan

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 6th day of September. 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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



## City of Colusa California

### STAFF REPORT

**DATE:** September 6, 2022  
**TO:** Mayor Reische and Members of the City Council  
**FROM:** Jesse Cain, City Manager

#### AGENDA ITEM:

Subject: Ordinances 519,551(Chapter 12F), 452 (Chapter 12C), and Article 21 'Cannabis Manufacturing Use Regulations' of the zoning code and other related codes to cannabis

**Recommendation:** Review staff change recommendations' and advise on additional changes and clean-up to bring back for a public hearing.

#### BACKGROUND ANALYSIS:

*In 2017, the City Council adopted Ordinance 519, which established regulations applicable to the City's review and potential approval of cannabis business applications in Colusa. Since that time, State cannabis laws, market conditions, and City Council requests necessitate an update and potential adoption of new cannabis regulations.*

*The cannabis regulations were prepared by the City Attorney's office with three primary objectives:*

- 1. To achieve consistency with State cannabis laws.*
- 2. To update application procedures and requirements based to reflect local conditions.*
- 3. To consider allowing cannabis storefront dispensaries.*

The City Planning Commission began reviewing the draft cannabis ordinance during a public hearing on September 8, 2021. Several additional public hearings were held by the Planning Commission, where testimony was shared by both opponents and proponents of various cannabis regulations, and where individual code provisions were reviewed. At their public hearing on January 26, 2022, City Planning Commission concluded their review of the draft ordinance and voted 3-0-2 (passing Resolution 2022-01) to recommend City Council approval of the ordinance. City Council adopted the new cannabis ordinance 551 on May 17<sup>th</sup>, 2022, allowing store fronts.

Since the adoption of ordinance 551 staff has advised on needed work to Chapters 12D (Ord. No. 486), 12E (Ord. No. 497), and 12F (Ord. No 519), as well as Article 21 of the Zoning Code to reduce and remove may conflict with each other. The Staff and Cannabis AD-Hoc members

met to review suggested changes that staff feels would clean up some of the conflicts while created new processes and procedures to better manage application and oversight of all Cannabusiness in The City of Colusa.

**In Chapter 12C** Administrative Citations Section 12-8 *First offense warning A is proposed to add the City Manager or his or her designee.*

**Chapters 12D and 12E** Recommend appeal of these ordinances from 2013 and 2014 respectively. While State Law and Chapter 12F of Colusa City Code override, staff recommends taking proper action to repeal outdated language and ordinances that may continue to cause confusion on Cannabis.

**Chapter 12F** Amend language of chapter to reflect updates presented in Ordinance 551, aligning 12F with Article 21

### ***ADDITIONS:***

**Chapter 12F** Maximum number and type of authorized commercial cannabis businesses permitted. The number of each type of commercial cannabis business that shall be permitted to operate in the city shall be established by resolution by the city council.

- (a) This section is only intended to create a maximum number of commercial cannabis businesses that may be issued permits to operate in the city under each category. Nothing in this chapter creates a mandate that the city council must issue any or all of the commercial cannabis business permits if it is determined that the applications do not meet the standards which are established in the application requirements or further amendments to the application process or that the city council upon further deliberation determines that the issuance of any or all commercial cannabis business permits will impact the public safety, welfare or other policy concerns which may be detrimental in the issuance of these permits.

Each year following the city council's initial award of permits, if any, or at any time in the city council's discretion, the city council may reassess the number of commercial cannabis business permits which are authorized for issuance. The city council at its discretion may determine that the number of commercial cannabis permits should stay the same or be expanded

**Article 21** Section.21.5.03 states that we need to set special use permit fees by resolution so we will be bringing back a fee schedule establishing a use permit fee by resolution. We are also recommending that (P)be added that states an additional Odor Compliance Form is submitted with application and is required for applicant to receive a Certification of Occupancy after inspection by City Manager and his/her designee.

**BUDGET IMPACT: None**

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider the amended items and provide staff direction to bring these back to the planning commission and the City Council for public hearings



## City of Colusa California

### STAFF REPORT

**DATE:** September 6<sup>th</sup>, 2022

**TO:** City Council

**FROM:** David Swartz, PE, PLS, City Engineer and Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: Request for Fees Reduction from Generation Communities on the Tennant Estates Subdivision Development

**Recommendation:** Council to adopt Resolution No. \_\_\_\_\_ modifying the City Impact Fees by reducing them by 50% except for the Water and Sewer impact fee for the first phase of the subdivision development.

**BACKGROUND ANALYSIS:** The Tennent Estates Subdivision development project lies adjacent and north of the existing Walnut Ranch Subdivision along Wescott Road. This project was first presented to the City and was approved in 2006, which subdivides the property into 101 single family homes. The project also includes a dual use facility detention basin/neighborhood park. The land and zoning are consistent with the intended use, and the proposed improvements meet all the City criteria. The subdivision improvement plans and final subdivision map are completed and the improvement plans have been reapproved recently with some minor updates. In 2017 the current owners contemplated developing the project and were working on a development agreement that would have included an impact fee reduction, however, the Development Agreement that was ultimately approved did not end up with this provision included.

With the more recent update and re-approval of the improvement plans, the owners have indicated a desire to begin construction. As such they are requesting some relief from the development impact fees (see attached letter).

It's worth noting that this reduction request is consistent with the fee reduction that was granted previously and remains in effect for the Sunrise Landing Subdivision Project.

**BUDGET IMPACT:** Unable to put an exact number on this because fees are based on house size. The City Finance Director put together some information attached hereto which may be helpful in city council's consideration of this request. See Attached.

**STAFF RECOMMENDATION:** Approve the attached Resolution for the first phase of the project.

**ATTACHMENT:**

Resolution No. \_\_\_\_\_

Letter from the Developer

Template with regular impact fee

Template with 50 % reduction in impact fee except for Water and Sewer

Map of the City's Central Corridor

## RESOLUTION NO. 22-

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING REDUCED DEVELOPMENT IMPACT FEES AS REQUESTED BY THE PROJECT DEVELOPERS' GENERATION COMMUNITIES FOR THEIR SINGLE-FAMILY HOME RESIDENTIAL SUBDIVISION PROJECT – PHASE I

WHEREAS, The City pursuant to government code section 66000 et. Seq., also known as “AB 1600” or the Mitigation Fees Act, the City of Colusa (City), is authorized by law to charge a fee to development applicants in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project; and

WHEREAS, the Tennent Estates Subdivision is an approved project which subdivides approximately 30 acres into 101 single family lots which as been previously entitled and approved by the City; and

WHEREAS, the current developers of the Tennant Estates Subdivision have indicated that they wish to proceed with construction of the first phase of the project; and

WHEREAS, the developer has requested in writing to the City Council for a 50% reduction in impact fees for the first phase of the project:

NOW THEREFORE, the City Council of the City of COLUSA does hereby resolve that:

1. The City accepts the developer’s proposal for a reduction in impact fees by 50%, except for the water and sewer impact fee for the first phase of the project.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on this \_\_\_\_ day of \_\_\_\_\_ 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN :

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

Attest:

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



Rick Kraushar  
Generation Communities, LLC  
710 3<sup>rd</sup> Street  
Marysville, CA 95901  
8/5/2022

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

Dear Jesse Cain:

After careful review of the Development Agreement for Tennant Estates in Colusa, CA I have noted the Fees and Assessments section E – 1,2,3 does not call out for a reduction in building and impact fees. As you are aware, Generation Communities would like to proceed with moving forward on this project, however, the cost of the fees has been an issue to get our pro forma (business model) to perform. We would like to request a reduction in fees by 50% to ensure a successful project in the City of Colusa. We would like an opportunity to present our request before City Council at an upcoming meeting, whereby, we could amend the development agreement to reflect this modification if approved. I look forward to meeting the Council and to any recommendations you may have.

Sincerely,

A handwritten signature in blue ink that reads "Rick Kraushar". The signature is fluid and cursive, with a long, sweeping underline.

Rick Kraushar  
President and CEO



**CITY OF COLUSA**  
**DEVELOPMENT IMPACT FEES**  
**(Established by City Council Resolution 22- )**

August 30, 2022

Customer:	Tennant Estate
Address:	
Project Site:	Tennant Estate
Category:	Single-Family Residential

		Impact Fee Category			
Coding	Impact Fee Category	Per Acre	Per Sq. Ft.*	Per unit	Total
IFDRA	Storm Drainage	\$12,119.11	\$ 0.28		\$ 5,564.33
IFSTR	Streets		\$ 1.07		\$ 2,140.00
IFCH	City Hall		\$ 0.86		\$ 1,720.00
IFCC	Community Center		\$ 0.69		\$ 1,380.00
IFLAW	Police Facilities/Equipment		\$ 0.90		\$ 1,800.00
IFFIR	Fire Facilities/Equipment		\$ 1.23		\$ 2,460.00
IFCY	Corporate Yard Relocation		\$ 0.58		\$ 1,160.00
IFREC	Parks & Recreation		\$ 1.50		\$ 3,000.00
	<b>Sub-Totals:</b>		\$ 7.11		\$ 13,660.00
WATD	Water (1-inch-line service)			\$ 3,597.33	\$ 3,597.33
IFSEW	Sewer (based upon 1-inch water service)			\$ 8,476.72	\$ 8,476.72
	<b>Sub-Totals:</b>			\$ 12,074.05	\$ 12,074.05
	<b>Grand Total</b>				<b>\$ 31,298.38</b>

\* Storm Drainage Impact Fees are based upon lot / parcel area. Other per-square-foot Impact Fees are based on unit sizes

			Impact Fees by Unit Type		
Unit Type	Units	Sq. Ft.	Per-Sq-Ft Total	Per-Unit Total	Total
S.F. Dwelling	1	2000	\$ 14,216.43	\$ 12,074.05	\$ 26,290.48
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
SFD-CREDIT			\$ -	\$ -	\$ -
Totals:	1	2000	\$ 14,216.43	\$ 12,074.05	\$ 26,290.48
Lot Area:	1	20000	\$ 5,564.33		\$ 5,564.33
Amount Due to City of Colusa:					<b>\$ 31,854.81</b>

**Note: School Impact Fees (\$4.08 per square foot) are administered and collected by the Colusa Unified School District.**

Approved by:	/ /22
signature	date

**CITY OF COLUSA**  
**DEVELOPMENT IMPACT FEES with 50% reduction**  
**Except Water and Sewer Impact Fee**  
**(Established by City Council Resolution 22- )**

August 30, 2022

Customer:	Tennant Estate
Address:	
Project Site:	
Category:	Single-Family Residential

		Impact Fee Category			
Coding	Impact Fee Category	Per Acre	Per Sq. Ft.*	Per unit	Total
IFDRA	Storm Drainage	\$ 12,119.11	\$ 0.28		\$ 5,564.33
IFSTR	Streets		\$ 1.07		\$ 2,140.00
IFCH	City Hall		\$ 0.86		\$ 1,720.00
IFCC	Community Center		\$ 0.69		\$ 1,380.00
IFLAW	Police Facilities/Equipment		\$ 0.90		\$ 1,800.00
IFFIR	Fire Facilities/Equipment		\$ 1.23		\$ 2,460.00
IFCY	Corporate Yard Relocation		\$ 0.58		\$ 1,160.00
IFREC	Parks & Recreation		\$ 1.50		\$ 3,000.00
	<b>Sub-Totals:</b>		\$ 3.55		\$ 13,660.00
WATD	Water (1-inch-line service)			\$ 3,597.33	\$ 3,597.33
IFSEW	Sewer (based upon 1-inch water service)			\$ 8,476.72	\$ 8,476.72
	<b>Sub-Totals:</b>			\$ 12,074.05	\$ 12,074.05
	<b>Grand Total</b>				\$ 31,298.38

\* Storm Drainage Impact Fees are based upon lot / parcel area. Other per-square-foot Impact Fees are based on unit sizes

			Impact Fees by Unit Type		
Unit Type	Units	Sq. Ft.	Per-Sq-Ft Total	Per-Unit Total	Total
S.F. Dwelling	1	2000	\$ 7,108.22	\$ 12,074.05	\$ 19,182.27
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
SFD-CREDIT			\$ -	\$ -	\$ -
Totals:	1	2000	\$ 7,108.22	\$ 12,074.05	\$ 19,182.27
Lot Area:	1	20000	\$ 5,564.33		\$ 5,564.33

Amount Due to City of Colusa:	\$ 24,746.60
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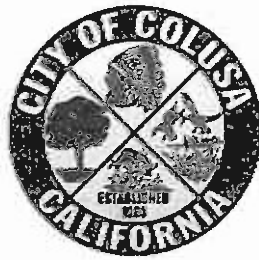
**Note: School Impact Fees (\$4.08 per square foot) are administered and collected by the Colusa Unified School District.**

Approved by:	/ /22
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signature

date

*Item 17.*



# **CITY OF COLUSA**

## **DRAINAGE MASTER PLAN**

**ADOPTED BY CITY COUNCIL**  
**JULY 2009**

Prepared By:



**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS



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## I. GENERAL

This section of the Drainage Master Plan provides several alternatives for drainage facilities that mitigate drainage impacts and patterns. Previous work in establishing the City of Colusa's (City) Design Criteria and Problem Identification Report, developed during this master planning effort, were used as the basis for determining the hydrology and flooding concerns affecting the City under developed conditions.

## II. LOCAL WATERSHED SOLUTIONS

The City is subject to direct rainfall and the effects of runoff during less frequent (larger) storm events. Flooding, from sources outside the City, particularly along the Colusa Basin Drain, and through overtopping or failure of the western bank of the Sacramento River creates risks for the City.

The primary goal of watershed master planning is to determine the impacts of planned development on local storm runoff and to size drainage facilities to mitigate impacts within the General Plan area. This determination will help alleviate any adverse impacts to downstream properties while alleviating localized flooding within the General Plan area.

### A. EXISTING CITY DRAINAGE CORRIDORS

There are three general drainage corridors within the City's General Plan boundary through which storm water runoff is directed out of the City. Depiction of the corridors can be found in more detail under Section II.C. The eastern portion of the City collects runoff from land along the Highway 20/45 corridor (eastbound leaving the City) and drains into the south side of the Colusa Industrial Park (CIP), exiting the City near the southern tip of the General Plan area. The central portion of the City discharges drainage near the southern end of Will S Green Avenue, through a pumped discharge (just south of the high school football field) and a small gravity culvert. The western portion of the City is primarily located to the west of an abandoned railroad alignment and north of the westbound Highway 20 alignment. This western area has a few developed properties located along portions of Lurline Avenue and Wilson Avenue, which are currently within the County.

#### 1. Eastern Drainage Corridor

The Eastern Drainage Corridor, primarily east of 3<sup>rd</sup> Street, north of Louis Lane, including the future development area referred to as "River Bend," drains along the combined stretch of Highway 20/45, south of the highway intersection of Wescott Road. This drainage corridor is defined with many smaller drainage features.

Most land within the River Bend area is currently draining through a shared pond located south of Clay Street and north of Moon Bend Road. Other farmland







adjacent to the river holds some rainwater and a portion is infiltrated back into the soil when there is capacity, which helps to prevent overflow into the existing pond. The pond is located in a depressed area and will be considered for receiving future drainage.

Located between Sioc Street and Louis Lane is an abandoned irrigation ditch that is now disconnected from the Sacramento River (or any surface water source) and acts as a small linear detention basin. Hereinafter this ditch will be referred to as the Sioc-Louis Ditch. The drainage from the land just south of the Sioc-Louis Ditch and west of the highway (along Louis Lane) is pumped through an undersized pumping system into the ditch, where it is allowed to seep back into the ground or overflow southward on the west side of the highway. A small area just north of this ditch and east of the highway, which includes a small shopping center and new apartment complex, drains into a designed retention pond. While this retention pond will need to be monitored to ensure it is operating according to design, for purposes of this report it is assumed it will retain all of the runoff directed to it.

Land located south of Larson Lane and west of the highway is directed through small, undersized detention ponds and conveyed southward through the Colusa Golf and Country Club. A small pumped detention basin is located along the south side of Meadowview Drive. A second "surge" detention pond is located just south of the southern cul-de-sac at Tara Lane, which receives backflow from the storm drain system to fill the pond, and drains back out the same pipe system.

All areas within the upstream portions of the Eastern Drainage Corridor of the existing General Plan area drain southward through the CIP. Runoff leaving the Colusa Golf and Country Club crosses Sunrise Boulevard and commingles with drainage collected along Highway 20/45 to access a detention pond located within the CIP along the north side of Farinon Road. As described within the Problem Identification Report, this area floods during the 100-year event. Any facilities for alleviating flooding will consider utilizing and enlarging detention areas before proposing a new detention.

## **2. Central Drainage Corridor**

The Central Drainage Corridor reaches from the Sacramento River west of the Bridge Street bridge and continues southward through the City to its outlets along the southern edge of the General Plan area near Will S. Green Avenue. The areas within the City that drain through this shed are generally east of the abandoned railroad alignment, which is coincident with the General Plan boundary south of Highway 20 from Williams. North of the intersection of Highway 20 and Will S. Green Avenue, the Central Drainage Corridor collects runoff from 14<sup>th</sup> Street eastward to 4<sup>th</sup> Street. A portion of the runoff is directed through a piping system to the Will S. Green Pump Station. However, a significant portion of runoff during a 100-year storm bypasses the pumping station and collects against the abandoned





railroad to the south, also known as the Brookins Ranch area. Ponding will occur and runoff will continue to drain through a small culvert.

### **3. Western Drainage Corridor**

The Western Drainage Corridor is less defined than the eastern and central sheds due to the lack of development in the area. Currently the land within the shed drains west and southwestward toward Powell Slough and the Colusa Basin Drain channel. The terrain of this western shed is generally sloping away from the Sacramento River and collects and drains runoff through a series of roadside ditches. All land within the General Plan boundary to the west of the abandoned railroad alignment is considered to be within the western corridor for purposes of this report.

## **B. LAND USE**

The General Plan land uses shown on Figure 1 were used to determine the levels of development runoff associated with the imperviousness created by each land use type. The parameters for calculating runoff are found in the Drainage Criteria portion of the Drainage Master Plan, and their specific application under existing conditions is described in the Problem Identification Report section of the Drainage Master Plan.

Areas shown as Urban Reserve in the General Plan, were considered as Low Density (1-2 dwelling units per acre) for purposes of future calculations. At the direction of the City, the Urban Reserve areas were considered independently from drainage and, wherever possible, dedicated storage facilities that connect into facilities downstream were sized to keep separate all other development identified in the General Plan.

## **C. DEVELOPED CONDITIONS HYDROLOGY**

Consistent with hydrology conditions for the undeveloped condition, the developed conditions reflect the unique influence of the groundwater upon soil infiltration rate. In the Problem Identification Report, it was noted that groundwater levels, particularly under wet weather and high river conditions, substantially limit soil infiltration during storm events as water table levels rise to near surface conditions in between storms.

Areas within the City may have improved infiltrative capacity (during the storm event) due to improved blockage of river influences and/or localized dewatering activities associated with drainage detention volume preservation design considerations. Future activity and/or improvements along the Sacramento River are unknown at this time and will be discussed at a conceptual level later in this report. It is unknown whether any improvements will alleviate seepage or





significantly depress the groundwater table. Levee integrity calculations are only concerned with preventing movement of underlying levee foundation soils. Under post-improvement conditions, it is acceptable for seepage to continue saturating the ground adjacent to the river as long as “boils” do not develop. “Boils” are concentrated flows under the levee that can erode the levee structure. Localized dewatering of future detention basins may have limited impacts with subsurface conditions possibly returning to elevated/saturated groundwater conditions within the areas being serviced. Considerations of development impacts must identify the increment added by development to downstream runoff. The existing conditions reflect Hydrologic Soil Group D (low infiltration) and account for decreased infiltration due to groundwater. This soil infiltration may improve runoff without the construction of detention basins. While there may be a minor improvement due to lowered groundwater, it is not quantifiable and such considerations will mask the true impact of development. As defined under the storm drainage design criteria section of this Drainage Master Plan, all soil infiltrative capacities reflect limited infiltration under developed conditions with Hydrologic Soil Group D.

The entire developed conditions watersheds for the City are presented on Figure 2.

#### **D. CONCEPTUAL ALTERNATIVES**

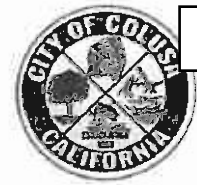
Consistent with the modeling performed as part of the Problem Identification Report, XP-SWMM modeling software was utilized to determine conduit sizes, pumping alternatives, and detention storage operations for all alternatives considered. Modeling of the proposed alternatives is provided on the CD at the end of this report.

##### **1. Eastern Corridor Alternatives**

There are areas within the existing City, located in the northern and western portion of this Eastern Drainage Corridor system, that are already developed and have under 100-year flooding conditions. Locally generated runoff resulting from direct rainfall cannot be adequately drained from the existing City.

Improving the drainage systems within the developed lands of the Eastern Drainage Corridor will not significantly change the volume or flow characteristics of the overall shed. Therefore, such improvements can be made regardless of how downstream improvements are designed for use by new development over undeveloped lands within the General Plan area. The existing development is not changing; therefore, the existing runoff from this development is not changing. Runoff amounts from these areas either reach their respective outlet by means of overland street conveyance, or it can reach the same outlet using a new proposed pipe system. The pipe sizing and alignment determined to improve street flooding within existing areas are not governed by any off-site facilities considered as part of this Drainage Master Plan. Therefore, improvements can be made and can be





considered independent of development occurring downstream. The areas where existing development were considered for improvement within the eastern shed are shown on Figure 3.

The areas north of Sioc-Louis Ditch have insufficient underground pipe capacity which prevents the water from flowing into the street. To alleviate this localized condition, a large diameter pipe can be installed with drainage inlets at each street intersection (both corners), as shown on Figure 3, along the western side of Highway 20/45. Installing a 66-inch-diameter pipe connecting directly to the Sioc-Louis Ditch could alleviate 10-year flooding within this area. This pipe installation would cause runoff from the east-west streets to drain more efficiently without having to backup behind the road crown and elevated pavement configurations at intersections. Gutter flooding will be limited within the unpiped street network until it can reach the proposed storm drain along Highway 20/45; however, flooding should be greatly reduced to below "nuisance" levels.

As described within the Problem Identification Report, the existing developed area just south of the Sioc-Louis Ditch is served by a small pumping system, which lifts the runoff into the Sioc-Louis Ditch. Back-up power, such as a generator, could improve the reliability and redundancy in the pumping to prevent street flooding within this area of the system. Given that this is such a small area and only a small number of homes may be affected, it is unlikely that these improvements would be constructed due to the high cost that these homeowners could experience for these improvements. This area is somewhat protected from the watershed directly north by the elevated configuration of the Sioc-Louis Ditch blocking overland flow from the north. More detailed topography would be needed to identify the actual flooding occurring during storms. It is understood that to-date significant flooding has not been reported in this area.

There are two existing detention basins located within the existing development as described earlier. The first detention basin is located on the south side of Meadowview Drive. The detention water is pumped to the drainage ditch within the Colusa Golf and Country Club. During a 100-year event this fully functioning detention/pump system will overflow. It currently does not have a back-up generator and would not be considered reliable by the Federal Emergency Management Agency (FEMA). Improvements addressing local 100-year runoff would include deepening the detention pond and improving the pumping system to effectively pump the deepened volume.

The second detention basin currently acts as a "surge" basin, filling and draining by gravity through a single storm drain inlet/outlet. Only minor flooding occurs during the 100-year storm, and this pond could be improved to contain the 100-year storm by deepening the pond (adding storage volume) and adding a small pump to keep the deeper storage empty before each storm event. Only the pipe alternative draining the upstream-most portion of the shed to the north of the Sioc-Louis Ditch





was sized and estimated from a cost perspective under this report. The remaining facilities improvements would require more detailed topographic mapping and design analysis to properly estimate improvement costs. The opinion of probable cost for the pipe alternative is included as part of the alternatives evaluated below.

a. Alternative E1A

The layout for drainage improvements associated with this alternative is presented on Figure 4. New development within the River Bend (northeast) portion of the eastern corridor would create additional volume in the system. This volume would be stored in a detention pond (DB-E1-1) and pumped into the Sacramento River with a small residual overflow from the pond and allowed to drain toward Highway 20/45 below peak flows and peak volume levels. Under this alternative, the 100-year detention storage volume is approximately 72 acre-feet with a pumping rate of 10 cfs. The pumped discharge into the river is a new proposed discharge that requires addressing permitting and water quality. After speaking with the Sacramento River West Side Levee District, it was determined that there are no existing drains to the Sacramento River from lands within the City along the west side of the river. Water is being pumped from the river for irrigation purposes, but no existing discharge point currently exists, causing future discharge permitting to be difficult.

The drainage from the developed areas north of the Sioc-Louis Ditch could be piped to the ditch. The impact of this piping has little downstream effect, but does alleviate local street flooding north of the ditch. Located downstream of the Sioc-Louis Ditch, overland flooding conditions occur that may or may not be alleviated by new facilities. It is an existing condition that will not be exacerbated by new development. To alleviate this localized flooding, a new channel is proposed that would convey the flow southward along the east side of Highway 20/45 to the existing channel south of Moon Bend Road. An evaluation of the existing Caltrans conveyances along the highway north of Moon Bend Road indicates limited capacity as well as not being able to accommodate the 100-year flows from upstream, even with new development runoff being diverted to the Sacramento River.

Flooding within the CIP can be alleviated by expanding detention basins within the southern portion of the Eastern Drainage Corridor, as shown at approximate locations DB-E1-3 and DB-E1-4 on Figure 4. Additional volume required to alleviate existing flooding during the 100-year event and to address future levels of development within the CIP are 55.9 acre-feet within DB-E1-3 and 47.5 acre-feet within DB-E1-4. Recommended water quality treatment can be achieved with in-line flow units upstream of DB-E1-3, as upstream flows (developed and undeveloped runoff) commingle with development runoff and balloon the complexity of treating the entire runoff volume. The runoff volume entering DB-E1-4 is presumed isolated and can be treated by in-pond treatment storage





within a wet-pond configuration with 9.2 acre-feet of treatment storage required.

In order to drain water to DB-E1-4, several small channels need to be constructed to convey the runoff under developed conditions without flooding developed land in the surrounding basin area. The detention is necessary due to limited channel outfall capacity beyond the City's future boundary. Flooding in the vicinity of DB-E1-4 during the 100-year event cannot be directed uphill to DB-E1-3. Flooding also occurs under existing conditions and would be exacerbated by the industrial and low-density land uses presented on Figure 1. For this reason, the additional runoff from the Urban Reserve area to the west, located east of Wescott Road, was directed to DB-E1-4 rather than attempting to introduce an additional basin to the watershed. Regardless of the Urban Reserve land being developed or not, DB-E1-4 is necessary.

The isolated detention basin servicing the Urban Reserve area (DB-E1-2), located east of Highway 20/45, requires 27.6 acre-feet of storage to mitigate the 100-year storm runoff under developed conditions and an estimated 7.0 acre-feet of wet-pond treatment volume. The existing runoff from this area is accounted for in downstream sizing of facilities within the CIP.

A fifth detention pond (DB-E1-5) is recommended to serve the very southern tip of the General Plan area. This area currently drains into a ditch that flows directly south and away from the CIP. Drainage from this area cannot gravity-drain northward to the proposed detention; therefore, a small pond with a footprint of one-quarter acre and a storage volume of 1.5 acre-feet is recommended to detain the flood runoff and provide water quality treatment options before being discharged downstream. Approximately 1.2 acre-feet of treatment storage is recommended. Table 1 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative.

b. Alternative E1B

Alternative E1B has existing City drainage north of the Sioc-Louis Ditch that is directed to the detention basin (DB-E1-1) and diverted to the Sacramento River by means of increased pumping. The proposed facilities associated with this alternative are presented on Figure 5. The pumping rate is increased to 90 cfs and the detention basin volume is unchanged from Alternative E1A, except that water quality treatment volume increases due to commingling new development and existing development flows. The estimated wet-pond water quality volume is now 34.9 acre-feet.

This essentially helps to mitigate an existing flooding problem downstream of the Sioc-Louis Ditch. With this alternative the proposed channel along





Highway 20/45 north of Moon Bend Road is no longer necessary, since existing pipes are large enough to convey the 100-year flow along the highway.

The sizing of DB-E1-2 (detention and water quality treatment) is unchanged since it is sized to service only the Urban Reserve area before combining with any other drainage area.

Detention facilities within the CIP are improved with 10.7 acre-feet required for DB-E1-3 and 46.4 acre-feet required for DB-E1-4. This is due to the redirection of existing runoff out of the system via DB-E1-1 and more efficient drainage downstream with less flow. Water quality treatment facilities, located in the two southern basins, remain the same under this Alternative E1B and there is no shift in treatment recommendations from Alternative 1A. Table 2 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative.

c. Alternative E2A

The facilities requirements for this alternative are presented on Figure 6. Alternative E2A detention volume in DB-E1-1 (referred to as DB-E2-1 under this alternative) is directed westward toward Highway 20/45 and flows through the existing interior system downstream. The existing conditions flow rate leaving the pond is approximately 8 cfs. Under developed conditions this detention basin must be pumped to preserve room for storm volume. Allowing this pond to drain by gravity to the Highway 20/45 facilities would significantly limit the elevation of the bottom of the basin. The pumping rate to deliver water westward was designated at 7 cfs.

The detention volume and water quality treatment recommendations for detention basins DB-E2-2, DB-E2-3, DB-E2-4 and DB-E2-5 are adjusted under Alternative E2A. Table 3 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative.

d. Alternative E2B

Similar to Alternative E2A, Alternative E2B detention volume in DB-E2-1 is directed westward toward Highway 20/45 and has increased volume and water quality treatment recommendations. The detention and water quality treatment recommendations for the remaining detention basins (DB-E2-2, DB-E2-3, DB-E2-4 and DB-E2-5) are modified from Alternative E1B, as well as the channel sizing and locations for conveying water within the watershed. Under this alternative, the existing City north of the Sioc-Louis Ditch is directed to DB-E2-1. The proposed facilities layout for this alternative is presented on Figure 7. Table 4 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative.





## 2. Central Corridor Alternatives

### a. Alternative C1A-1

Under this alternative the drainage pathways remain the same as exists today, but the efficiency is improved. A new detention basin metered outfall pumping system is incorporated at the southern end of the drainage corridor with storm water being metered through pumps.

The existing development in the northern portions of the shed currently drains through an undersized piping system to the Will S. Green Pump Station. Evaluations for enlarging the upstream piping system to convey the 10-year flooding more efficiently to the pump station resulted in additional overflow carried overland toward the new detention basin. This is caused by improvement to the drainage efficiency upstream of the pump station, reducing street storage and storm water attenuation, which then overwhelms the current capacity of the Will S. Green Pump Station.

Full build-out of development under the General Plan requires storm water detention and water quality treatment to serve the central portions of the City as originally developed by the "Brookins Ranch" development. The storm water detention volume required for the 100-year storm is 181.7 acre-feet with 49.8 acre-feet of water quality treatment storage. The proposed detention pond cannot discharge at a higher rate than the existing conditions outflow rate. With this limitation, the most efficient storage configuration would be to construct the detention storage at the upstream side of the pump station and meter the discharge, which would reduce pumping costs. Representatives of this development have proposed a small inflow detention basin with a large pump station, lifting the flow to a second, separate detention pond. This does not reduce the overall footprint or storage volume of the pond, but it does significantly increase the size of the pump required; therefore, it was not evaluated as part of this Drainage Master Plan. Table 5 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative. Refer to Figure 8 for this alternative layout.

### b. Alternative C1A-2

The existing City development within the northern portion of the central corridor does not drain efficiently, as described above under Alternative C1A-1. However, similar to the eastern corridor, there can be alternatives considered to remedy this localized flooding within the existing City, while also determining the facilities required to serve proposed development within the remaining portion of the drainage corridor. With only pipe improvements, it was determined under Alternative C1A-1 that additional water volume would actually bypass the pumping system (Will S Green Pump Station) and would







increase the size of the single detention pond alternative at the southern end of the central corridor. To alleviate this proposed conditions impact as well as the existing impacts upstream, an alternative was developed with the City Engineer that provides drainage improvement to serve the existing City under a 10-year storm event.

This alternative (Alternative C1A-2) proposes pipe system improvements to replace a portion of the existing pipe system with larger pipes, large enough to convey the 10-year storm to the existing pump station, alleviating street flooding within the existing City during the 10-year storm. A separate detention pond would be constructed just upstream of the Will S Green Pump Station to provide the existing pump station with a sump volume to operate more efficiently, and to allow the 10-year storm volume from the existing City to be entirely pumped through the existing pump station, with no overflow leaving the sump. This separated detention/sump area is proposed with 1 foot of freeboard calculated using 10-year storm conditions with a 24-hour storm duration. Once the configuration of the pond/sump was defined (with 1 foot of freeboard), it was introduced into the 100-year design storm analysis and the subsequent sizing of downstream detention, to serve proposed development, was determined. The 100-year rainfall did overwhelm the upstream detention capacity and an estimated 23 cfs of overflow through the proposed development resulted.

The summary of proposed facilities (sizing and dimensions) serving both existing and future development is provided on Table 6. Figure 9 provides a schematic layout of facilities for Alternative C1A-2.

c. Alternative C1B

Alternative C1B reduces the overall contributing shed acreage by approximately 426 acres, diverting the acreage into and through the western corridor drainage. The sizing of the detention basin at the southern downstream end of the central corridor is 79.6 acre-feet with 26.8 acre-feet of water quality treatment volume. This water quality treatment volume assumes the worst-case conditions of improved upstream piping network and the associated 100-year overflow across the Brookins Ranch project area. Table 7 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative. Refer to Figure 10 for this alternative layout.

### **3. Western Corridor Alternatives**

The City owns property outside of the General Plan area just north of Highway 20, which could potentially be used for localized flood detention purposes. Even though this area is shown as inundated under the Colusa Basin Drain floodplain on the current FEMA maps, it is still a usable site for detention because the detention





pond would operate when local rainfall creates runoff within the City's western areas. The Colusa Basin Drain watershed is much larger than the City's contributing drainage area and is not considered coincident with the local runoff. Runoff from the City would arrive at the detention pond prior to runoff from the Colusa Basin Drain watershed. This allows the basin to attenuate and mitigate for impacts due to development within the western shed. The volume within the proposed basin would be below existing ground and would act as a holding facility for the development runoff until the Colusa Basin Drain flooding subsides downstream with the larger regional flooding flowing over the top of the stored basin volume. This would allow the development runoff to drain after the peak of the larger watershed passes.

In order to drain the development runoff to the proposed detention storage, a pipe system feeding into a channel conveyance system would be required.

The western shed is subject to flooding from the Colusa Basin Drain; therefore, to protect the area from external flooding a flood barrier would need to be constructed that prevents the edge of the floodplain from encroaching into the City. The height of such a levee would be approximately six feet, located to the north of Highway 20. Estimates of the proposed levee height are based upon flood depths associated with a projected 100,000 cfs being placed within the Colusa Basin Drain channel due to potential upstream levee failures on the Sacramento River. There should be more in-depth flood studies assessing this flooding by the California Department of Water Resources (DWR) in the next 1-2 years to verify these estimates. A detailed assessment of upstream influences from the Sacramento River is beyond the scope of this report. To prevent flooding in the City along the Highway 20 alignment, a flood barrier is proposed. It is assumed that Caltrans would allow a high water gap-filling structure, since Highway 20 would likely be closed due to flooding at this point. The closing of the highway should be in coordination with the appropriate floodwall procedures to prevent flooding into the City and traffic from entering the floodplain.

a. Alternative W1A

Alternative W1A proposes detention storage on City property outside of the General Plan area as the primary mitigation of development runoff from the western corridor. Figure 11 depicts the proposed drainage system layout as well as the tributary area. Downstream detention must be connected with existing channels to properly drain. The development within this area has the capacity of draining by gravity to the proposed detention basin during most storm conditions, with no adverse impacts upstream or downstream. However, the downstream potential for flooding cannot be ignored and local drainage from the City must have an outlet when the Colusa Basin Drain is flooded. It is not likely that the City would experience severe internal drainage when the Colusa Basin Drain is flooded. It is estimated that the peak flow from simultaneous





interior rainfall would not exceed the 10-year peak flow rate (202 cfs). Therefore, the peak flow rate is proposed to be pumped up into the exterior floodplain with an emergency pump station if simultaneous local rainfall does occur during the exterior flooding peak. Backflow prevention structures must be constructed to allow for gravity drainage when downstream capacity is available, and to prevent the Colusa Basin Drain flooding from backing up into the City through the storm drain system. Only under this condition would the pump station be activated.

This configuration requires interior drainage channels from north of the Western Drainage Corridor to the outlet just north of Highway 20. These channels will allow efficient movement of all drainage water and provide interior flood protection.

The proposed detention volume for basin DB-W1-1 is 56.3 acre-feet, which represents the increase in development runoff volume above existing conditions runoff. The western areas currently drain into this area and the increment of volume being added by development defines the impact. The proposed storm water quality treatment volume would be constructed below the bottom of the flood control storage within the footprint of the basin and is 40.6 acre-feet.

Conveying runoff from the Urban Reserve areas (Figure 1) can be accomplished with roadside ditches located to the west and southwest reaching the western edge of the plan area at Lurline Road. From this point southward, a channel is proposed to convey design 100-year flows to Highway 20 which then combines with the remaining development runoff and reach the proposed pump station and levee crossing before flowing westerly into the proposed detention basin. Table 8 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative.

b. Alternative W1B

Alternative W1B is functionally the same as Alternative W1A, except additional drainage area is directed into the western corridor from the central corridor as presented on Figure 12. Additional channel is required to convey the excess runoff from the existing City to the proposed emergency pump station. With more runoff from the tributary area being conveyed out of the City, the size of the proposed pump station increases to 280 cfs. The size of the proposed channel is governed by gravity drainage conditions and does not require further expansion beyond Alternative W1A sizing. The required 100-year detention volume downstream increases to 65.5 acre-feet, with 40.6 acre-feet of water quality treatment storage. Table 9 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative.





c. Alternative W2A

The Western Drainage Corridor must detain flows, but if it cannot utilize detention outside of the General Plan area, the detention storage must be provided inside of the General Plan boundary. The exterior flooding conditions discussed under Alternative W1A is still present. The interior drainage must be allowed to gravity-drain along Highway 20 westward to the same outfall channels that drain Alternatives W1A and W1B. The detention volume for mitigation downstream is the same as W1A; however, the configuration and discharge of the runoff volume must be adjusted to account for the storage inside of the General Plan area.

During flood stage, pumps to the Colusa Basin Drain from the interior basins must evacuate the simultaneously occurring inflowing runoff; however, the mitigation volume must be held back until after the flooding has subsided. With the pumps in operation, pumping must be limited to operate above a specific elevation in order to achieve the downstream mitigation and hold the volume until after the larger flood subsides. To achieve this, additional volume must be excavated to allow for the pumping system to operate effectively in the upper volume of the pond without creating internal flooding to the General Plan area. This increases the size of the detention basin and achieves the same effect as Alternative W1A. The required detention storage increases by 50% to accommodate this condition.

Figure 13 depicts the proposed facilities for Alternative W2A. Table 10 provides a summary of the sizing and dimensions for detention ponds and channels for this alternative.

d. Alternative W2B

Diversion of drainage area from the Central Drainage Corridor of existing City was not considered an alternative for W2B since detention volume would need to be stored upon developable land within the western shed. It may be considered by the individual property owners north of Highway 20, if development in the central corridor proves problematic with downstream detention phasing.





### III. PREFERRED ALTERNATIVE

Given the three distinct drainage corridors, the preferred alternative for each of these areas was selected with input from City staff. Reasoning for the selected alternative is explained herein, but it should be noted that the reasoning is similar for the east watershed because all three watersheds are considered at the "headwaters" of their respective local watersheds and share similarities in the reasoning associated with each.

#### A. EASTERN CORRIDOR

The eastern corridor drains through the CIP and outside of the City before being discharged back into the Sacramento River near Knights Landing. Any additional volume being added to the system should be considered as impacts to downstream properties and require mitigation. The drainage flows across land immediately downstream of Davis Ranch City. In Davis Ranch the water flows slowly and ponds due to the limited ability to drain, and storm volume impacts must be considered in this area. Therefore, Alternative E1 (A or B) was selected as the preferred alternative; thus reducing overall volume flowing overland downstream through Davis Ranch and to other low-lying and flood-prone properties.

The runoff from the City would naturally reach the Sacramento River if it were allowed to flow through Davis Ranch; however, the runoff is currently attenuated behind levees before entering the Sacramento River. It is arguable that even a small amount of water being pumped to the river could create impacts downstream in the river. To avoid this condition we recommend pumping into the river should be avoided when the river is within the peak portion (within 0.5 feet) of flood stage, which will be defined by DWR in its upcoming hydraulic analysis of the Sacramento River.

The water level of the Sacramento River can be monitored at the downstream end of the constructed discharge pipeline and pumping can be curtailed during peak river periods. It should be clear that direct rainfall over the City is not directly concurrent with peak river stages, so it is extremely remote that a design storm would occur within the City at the same time as peak river stages. As such, there should be sufficient storage to address less intense rainfall, and perhaps a low-flow pumping rate could be established to spread the volume out within the river to sufficiently address the concerns of the agencies involved.

#### B. CENTRAL CORRIDOR

There is only one central corridor alternative, which is to collect, store, and discharge runoff through a downstream detention pond at the southernmost portion of the basin. Changing upstream pumping capacity has the potential of exacerbating downstream flooding outside of the General Plan boundary. Therefore, leaving the existing pumping capacity unchanged and adding detention





with its own limited/metered discharge is the only viable solution. The issue with the central corridor will be collecting or diverting a portion of the watershed to the west of Highway 20, and whether this area should be directed to the western corridor.

### **C. WESTERN CORRIDOR**

The western corridor must drain water toward Powell Slough and the Colusa Basin Drain. Detention storage must be provided to attenuate storm volume and prevent downstream impacts. The location of such storage can be either within the General Plan area boundary, or located outside of the boundary. The preferred alternative for the western corridor is to utilize the City-owned property outside of the General Plan boundary to construct downstream detention storage, and to convey the local runoff from within the General Plan area to this storage. The use of the land within the General Plan area is maximized for development purposes. The local runoff from the City is also considered non-coincident with peak flows from the Colusa Basin Drain. This alternative does include constructing a barrier to prevent flooding from the Colusa Basin Drain watershed into the City. With flap gates preventing backflow, any residual drainage within the City would need to be pumped. Therefore, this alternative allows for back-up pumping of the 10-year flow rate under such conditions. Most of time the system should operate under gravity flow conditions, without pumping.

Regardless of the local improvements within the City, a barrier must be constructed around the perimeter to protect it from external flooding sources.





## IV. REGIONAL FLOODING AND LEVEE IMPACTS

### A. COLUSA BASIN DRAIN IMPACTS

The City's General Plan contributes to and is influenced by the Colusa Basin Drain and the floodplain associated with the watershed, which floods adjacent to the City along its western and southern boundary. The current FEMA Flood Insurance Rate Map (FIRM) clearly shows this large floodplain to the west of the City. Fortunately, the majority of the flow is along the main channel alignment with only the fringe of the floodplain encroaching upon the western edge of the City's future development areas.

Disregarding the impacts from the Sacramento River, there would be significant flooding from the adjacent Colusa Basin Drain to the west. The most effective way of blocking this flooding from the City would be to construct a barrier along the western and southern edges of the City's General Plan boundary. To the north of Highway 20 in this portion of the City, a stand-alone low-level levee embankment would need to be constructed to protect this portion of the City. To the south of Highway 20, there is a proposed roadway along the edge of the future development that could also serve as the barrier for protecting the City from Colusa Basin Drain flooding along much of the alignment with a short segment not connecting with a road just south of Highway 20.

The existing City to the south of Highway 20 is already elevated due to the abandoned railroad that once occupied this alignment. The existing raised portion is much narrower than the future roadway. It is assumed that the most cost-effective way of constructing the barrier would be to build a compacted earth levee. Reinforced concrete floodwalls may take up less space, but are generally more costly to construct and difficult to transition at intersections. To the south, the cost of raising the roadway is assumed attributable to drainage and is counted as a drainage cost; however, the construction of the roadway is not a drainage cost. Obtaining the right-of-way for the road would be required whether the road acted as a drainage barrier or not. Elevating the road may add a small amount to the width of the overall right-of-way so an estimate of the additional right-of-way would depend upon the final required height to protect the City. Assuming freeboard of three feet above the maximum water surface and 3H:1V side slopes, the additional width could be approximately 20 feet; however, local roadway right-of-way requirements may have additional width outside of the paved travel-way already accounted for, regardless of the slope. For purposes of this Drainage Master Plan, it is assumed that a roadway of 24 feet in width would need to be raised an average of four feet in height and require an additional 20 feet of right-of-way to protect the southwestern boundary of the General Plan.





## B. SACRAMENTO RIVER IMPACTS

As identified in the Problem Identification Report section of the Drainage Master Plan, there is potential flood risk the City of Colusa faces from the Sacramento River and the Colusa Basin watersheds. Each of these larger flood sources, separately and together, has the potential of affecting the 100-year flood risk within the City's General Plan boundary.

For the Sacramento River, either the existing levees are sufficient and certifiable as they exist today or they are not. Up until recently, these levees have been assumed as providing protection by both FEMA and subsequently the local residents. Even if the levees physically exist today in a certifiable condition, they still need to be proven certifiable to regulatory/government agencies, including DWR and FEMA, in accordance with FEMA's Procedural Memorandum 34, before certification can have any meaningful impact with regards to flood insurance requirements.

It is not within the scope of this Drainage Master Plan to determine the certifiability of these levees; however, this plan can address the approximate facilities and cost impacts to the City under either condition, allowing the City to be fully informed in its future decisions. The drainage options regarding the levees as certified and providing protection are reflected in the previous alternatives described under the Local Solutions section of this Drainage Master Plan. Under the alternatives presented, it is assumed that no failure of the Sacramento River can occur, and only the drainage facilities necessary to address direct rainfall on the City and the Colusa Basin Drain watershed are provided. Such facilities are the absolute minimum necessary to help protect property within the City from flooding, but should not be considered as truly providing protection until the levees affecting the City can be tested and certified.

The levees along the Sacramento River affecting the City are considered part of the State/Federal Levee System as documented on mapping by DWR under the references section on their FloodSAFE Website:

<http://www.water.ca.gov/floodsafe/>

As stated under the Problem Identification Report, any levee must now be proven certifiable before FEMA will accredit its protection on their maps. In order to prove that the levee is certifiable in its current condition, a detailed study must be performed, relying heavily on geotechnical analyses (borings and seepage calculations) and interpretation, and on predicted hydrologic and hydraulic conditions within the river. The absolute minimum reach of existing levee that must be tested is the reach along the northern and eastern boundaries of the General Plan adjoining the Sacramento River, or approximately 3.83 miles of levee.







From previous work experience on other levee projects in the area, an opinion of probable cost for conducting preliminary and full-scale design geotechnical testing can be estimated; however, it would benefit the City to consult directly with geotechnical firms before budgeting for such work. Initially, borings can be spaced farther apart but it is highly recommended if it is determined early on that the levee core is not certifiable, borings and analyses should advance to a more detailed focus, allowing for design-level data to be obtained without delay. This information can be used to more accurately identify the problem as well as more accurately quantify solutions for obtaining funding. It is also generally more costly to commission two separate geotechnical studies (reconnaissance and design). Geotechnical investigations and reports are costly and can range from \$250,000 to \$500,000 per mile of tested levee in order to properly address current certification and design criteria. Therefore, as an estimate, the levees adjoining the City could be tested for approximately \$1,000,000 to \$2,000,000.

Extending the levee upstream and downstream, it remains to be seen whether it is more cost effective to test along the river away from the City, or to focus on protecting the City more directly. If the levees adjoining the City test poorly, it is not likely that levees upstream and downstream will do any better. However, if the levee adjoining the City is strong then additional testing upstream and downstream may be more cost efficient than assuming the construction costs of building new facilities around the perimeter of the City. Until such time as testing is performed, the potential repair cost for the levee is unknown.

It is known from recent levee improvement work in the Sacramento region that deep cut-off wall construction (one type of solution) can be completed for approximately \$5,000,000 to \$10,000,000 per mile of levee. Generally, the types of solutions available include deep cement slurry cutoff walls (placed with open trenches), deep soil (with cement) mixture (placed by auger), sheet pile walls, levee widening or seepage berming (to lengthen the seepage gradient), and dewatering wells (to prevent movement of underlying soil by drawing down the groundwater table below the landside elevation of the levee). Other solutions can be considered to either lower the water surface within the river through channel widening/deepening, or by diverting flood flow elsewhere before reaching the questionable levee. With the size of the Sacramento River system, it is unrealistic to consider channel improvements or diversions as feasible to protect the City. While the Sacramento River is already outfitted with diversions to the east at the Moulton Weir and the Colusa Weir, increased diversions may be considered an alternative; however, the scope of evaluating and mitigating the impacts to the bypass systems downstream of the existing weirs is too large to be considered for this master planning effort.

There has been some limited geotechnical analysis and slurry wall construction in the past along this reach of the Sacramento River, downstream of Bridge Street under the Sacramento River West Side Levee District. The previous analysis





performed some borings, which will likely need to be reassessed in light of recent underseepage requirements for levees. There are also new analyses planned, from a geotechnical and river hydraulics perspective, under current DWR contracts. The hydrology and hydraulics of the Sacramento River is planned for reevaluation within the next 2-3 years under DWR's rural levee assessment programs. There may be opportunity for the City to accelerate this process through negotiations with the state agencies involved. It is always prudent for the City to become aware of and involved in the assessments affecting the City's flood protection.

Solutions to protect the City from flooding due to levee failure will require a comprehensive analysis of the levees along the Sacramento River, as well as an analysis of the Colusa Basin Drain. It is important to note that the western levee of the Sacramento River is parallel and/or adjacent to the Colusa Basin Drain for a long distance upstream and downstream of the City. If this western levee breached, it would flow into and be conveyed by the Colusa Basin Drain, and eventually flooding the western and southern portions of the City. The flow in the Sacramento River upstream (100-year flows >150,000 cfs) is much larger than the natural watershed flow directly draining to the Colusa Basin Drain (100-year flow approximately 30,000 cfs). The true risk is essentially unknown at this time, but it is imperative that the City address this flooding condition.

There are two major options for accommodating such flooding. The first option is to perform analyses and provide improvements, as necessary, to obtain certification on all of the western Sacramento River levees upstream and downstream that may affect the City, which is not realistic. The second option is to account for upstream breaching of levees along the Sacramento River, and to construct a barrier large enough to prevent flooding from entering the City. A flood barrier will exacerbate flooding within the Colusa Basin Drain, since the flood water would normally have flowed through sections of the City. The resulting water surface elevations along the Colusa Basin Drain should not be increased as the result of a barrier. Therefore the second option must include constructing additional floodplain conveyance (channel) to carry the water around the City.

To begin estimating the size of such a barrier and conveyance channel, the worst-case flow conditions of flooding leaving the Sacramento River need to be identified. A detailed evaluation that could be considered as "design-level" was not possible within the scope of this document; however, some effort was directed toward identifying the potential risk and the magnitude of a solution. A two-dimensional flow model was constructed utilizing the USGS Quadrangle topography to represent the flow capacity of the Colusa Basin area (including within the City) adjacent to the Sacramento River from approximately five miles north of the City to approximately six miles south of the City. The grid element size represented 30-meter by 30-meter resolution, which is consistent with the digital elevation models used to develop the topography. In order to represent the hydraulics of breaching westward out of the Sacramento River, with its existing channel capacity and





constructed bypasses to the east, a steady-state condition was modeled within the channel based upon sustained peak flows that were obtained from the river profiles published by the Central Valley Flood Protection Board on their website. The necessary adjustments for vertical datum concurrence were taken into account. This published river profile establishes the channel invert elevations in profile as well as the maximum water surface elevations within the river during peak flow conditions. Trapezoidal cross sections were approximated to represent the conveyance capacity to match the hydraulic information documented on the profile. Since the two-dimensional model requires a time simulation of flow entering and leaving the grid, the maximum flow was simulated as occurring over time, to allow for the full flow to pass through the breach and to estimate the maximum impact to the City. The Sacramento River can flow in an elevated condition for several days at a time, so this method of estimating flooding was assumed reasonable.

### **1. Upstream Levee Scenarios and Impacts to the General Plan**

Northern levee breach simulations were run removing approximately 2,000 feet of levee at a location immediately north of the City's General Plan boundary, with a second (separate) breach scenario located approximately 7,000 feet north of the City's General Plan boundary. Without a barrier in place, the flooding through the City is substantial during a levee failure immediately north of the City, with estimated flooding depths as shown on Figure 14. A levee failure approximately 7,000 feet upstream results in flooding as approximated in Figure 15. In order to remove this flooding through the City, a barrier was modeled along the western edge of the City and additional two-dimensional modeling was developed to determine the approximate size of a large channel to convey the flooding around the City. The assumptions for this condition were that the channel and barrier would need to be located inside the General Plan boundary. There is nothing precluding relocating conveyance facilities outside of the General Plan area; however, before any project could be approved it would need to be evaluated in more detail hydraulically for design and would have to obtain the appropriate environmental and construction approvals/permitting and address property rights and compensation. The approximate impact to the footprint of development within the General Plan is presented on Figure 16. The flooding impacts associated with the channel depicted on Figure 16 were modeled using the two-dimensional model. The comparison to existing conditions breaching is presented on Figure 17.

The worst-case condition affecting the City from the north is potentially a levee failure immediately upstream of the General Plan boundary. Accordingly, the subsequent levee removal scenarios evaluated under this study further upstream tend to direct floodwaters into the Colusa Basin Drain flood corridor and avoid the City's main population areas. The peak flow within the river upstream of the Moulton Weir is 160,000 cfs.





While it is unknown at this time how much maximum water could actually spill out of the river, it is assumed that the river channel below ground has some reasonable capacity that would be conveyed downstream below the elevation of ground levels adjacent to the levees. Without extensive analysis along the entire river, the below-ground capacity cannot be known; however, there are certain characteristics about the river that are worth noting. The natural channel began under alluvial conditions, where the incised channel capacity may be larger upstream than downstream, due to the drop in flow energy and the out-of-bank flooding the Sacramento River is historically known for as it approaches the Delta. Since man has constructed upstream reservoirs and also constructed levees to “channelize” the river flow, the effect has created more incised channels with greater below-ground capacity than before. This is due to entrapment of sediment upstream (in reservoirs) and increases in flow velocities for the water this is intended to remain between the levees. Even so, it is conceivable that upstream of the Moulton Weir, as much as 100,000 cfs could leave the river and flow through the Colusa Basin Drain. This estimate is not supported by calculations, but based upon how much the river spills out of the Moulton Weir and the Colusa Weir (at-grade weirs) and how much water is left in the channel from the published profile information. With 100,000 cfs in the Colusa Basin Drain, the water surfaces along the edge of the City would increase approximately two feet higher above the levels of the Colusa Basin Drain watershed runoff, as depicted on the current FEMA mapping. This was based upon modeling this flow in the one-dimensional model of the Colusa Basin Drain provided by Domenichelli and Associates, as well as the planning level two-dimensional modeling developed under this Drainage Master Plan. Figure 18 depicts the two-dimensional modeling results of placing 100,000 cfs into the Colusa Basin Drain corridor somewhere upstream of the City, with no improvements within the City. Blocking this increase in edge flow from entering the City, would require a channel along the western edge of the City; however, it would be much smaller than the channel modeled for the simulated breach immediately north of the City.

The level of detail of this study is approximate and would need to be verified with more rigorous analysis is before proceeding to project implementation.

The impacts to the City’s General Plan may affect the proposed land use depending upon where the new channel is placed. If the conveyance replacement channel is constructed within the City’s General Plan area, the corridor for the channel is not developable. The estimated channel to convey this flow and the associated flood barrier is shown on Figure 19 in typical cross section. The barrier is presumed to remain inside the General Plan boundary, no matter where the channel is located, since much of the land that is raised to produce a barrier can be constructed large enough to allow development to be built upon.





## 2. Downstream Levee Scenarios and Impacts to the City

As shown on Figure 1, the shape of the City's General Plan projects southward along Highway 20/45, with a narrowing segment of land that must be protected to the west of the highway, leaving an area between the highway and the river that may remain flooded. The river levee directly touching the General Plan boundary on the east coincides with the projection of Sunrise Boulevard, with the southern tip of the General Plan boundary approximately 1.2 miles southward. If the existing levees were to be certified only to the point where the General Plan boundary and the existing river levee diverges, a significant levee failure from the Sacramento River would flow westward toward the CIP area and back up along Highway 20/45, if these areas within the City were to be protected by a barrier along the Highway. The existing floodplain on Figure 20 clearly shows that this southern portion of the City would be flooded from such a levee failure in an unprotected condition. Therefore, a levee failure scenario was evaluated further downstream, assuming that the levee along the river was certified for 7,000 feet downstream of the Sunrise Boulevard projection point. This distance was selected to attempt to push the Sacramento River failure flow around a natural bend and more southward, away from the City's plan area. The existing conditions flooding resulting from this scenario is presented on Figure 21. As evidenced by this existing condition, a significant amount of water still flows west toward and across the City.

The south levee flooding issues are considerably different than the upstream levee flooding discussed above. It is important to note that it was assumed unreasonable to consider placing barriers and channels within the General Plan boundary along this southern portion of the plan area in order to protect it. The configuration of the General Plan relative to the direction of flooding indicates that a channel parallel to Highway 20/45 would be ineffective, as it is perpendicular to the general flow direction. Therefore, off-site facilities were considered to address this portion of the plan area.

The first scenario to further protect areas within the City was to model these areas as blocked, forcing the water to flow around the southern tip of the General Plan area. Figure 22 shows the increases in maximum water surface elevation resulting from blocking flow with levees assumed to be certified 7,000 feet downstream with approximate increases of two feet immediately east of Highway 20/45. Upon reviewing the river alignment in relation to the City, rather than extend the assumed levee certification further along the river, a scenario was developed to allow the water to be conveyed more efficiently toward and past the southernmost point in the General Plan area. Further assumptions of more efficient conveyance were modeled with a large 200-foot-wide channel from the river, a point approximately 3,800 feet downstream of Sunrise Boulevard, to a point at the southern tip of the General Plan area. With the areas in the City continuing to be blocked from conveying flow, the added channel conveyance did not alleviate the back up of floodwaters along Highway 20/45, and the floodwaters still flowed over the top of





the new channel westward toward the City. Therefore, a barrier was added parallel to the proposed channel to prevent the flooding from entering into the area immediately east of the CIP. This scenario (Figure 23), when compared to the existing conditions depicted on Figure 21, indicates that a barrier and channel work well to direct the flooding around the City with minimal impact. Only a small area with a localized increase of approximately 0.3 feet is shown on Figure 23 at the downstream end of the modeled channel. It is worth noting that improvements under Highway 20/45 were not modeled. To alleviate this small area of increase would require some design flow transitions that are beyond the resolution of the two-dimensional model developed for this report. Further refinement would be required to model the necessary culverts and/or bulging of the channel to allow for slightly smoother transitions back to the existing flow patterns.





## V. LIMITATIONS OF THE CURRENT DRAINAGE MASTER PLAN

In accordance with state legislation, any community that proposes to increase its population above 10,000 people will trigger requirements for providing 200-year flood protection by the year 2025, and must provide a detailed plan of how it will achieve such protection, including technical and financial perspectives. The level of effort required to develop a plan was not anticipated as part of the scope of work for this Drainage Master Plan. Addressing the external flooding at a 200-year level would require a detailed assessment of the 200-year flooding conditions within the Sacramento River and the Colusa Basin Drain watershed, and detailed levee integrity and failure evaluations to delineate the 200-year flooding impacts. The interior drainage facilities are currently designed with 100-year flows with freeboard to allow for 200-year conditions to occur without inundating new structures.

The 200-year storm conditions were evaluated utilizing a 24-hour duration storm as a sensitivity analysis on the preferred alternatives scenarios. The total precipitation depth for a 24-hour storm duration is 4.48 inches for the 200-year storm, which is only 0.33 inches more than the 100-year storm (4.15 inches). The resultant water surfaces in the proposed detention ponds increased less than 0.5 feet in all proposed ponds except the proposed detention facility under Alternative C1A-1. This detention facility increased 2.3 feet above the 100-year maximum elevation (47.0) under 200-year storm conditions. The current legislation is unclear regarding interior rainfall runoff that is not associated with flood liability borne by the State of California. The City is currently not within the population threshold, and with slower growth rates will not reach the 10,000 population for some time. Nonetheless, the new 200-year standard could be applicable to the City for interior drainage. Therefore, the recommended minimum pad elevations within the southern portion of the Central Corridor, is 49.8 feet (NAVD88). During a local 200-year rainfall event there will be excess street flooding within the City and close attention should be given to proposed street designs and overland release considerations.





## **VI. OPINIONS OF PROBABLE COST**

Under the local watershed drainage, a separate opinion of probable cost was developed for each alternative. Table 11 through Table 20, provide estimates of the cost for constructing the facilities. Unit costs were determined from current publications relating to heavy construction with appropriate adjustments made for local Sacramento Valley construction conditions. A value of \$15,000/acre was provided by the City as an estimate of the cost to purchase land where drainage facilities are proposed. Actual land values will be determined at the time they are needed by a qualified appraisal at the time that the land is required by the City to mitigate flooding.







## **VII. REFERENCES**

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2. California Stormwater Quality Association, "California Best Management Practices Handbook: New Development and Redevelopment Handbook," updated in September 2004.
3. Central Valley Flood Protection Board and U.S. Army Corps of Engineers, Sacramento River Flood Control Project, "Channel Design Profile, Sacramento River."
4. Colusa Industrial Properties – Public Draft "Environmental Impact Report," November 2007.
5. Ensign & Buckley, Colusa Basin Drain, HEC-2 Models. No date.
6. Federal Emergency Management Agency, "Guidelines and Specifications for Flood Hazard Mapping Partners," February 2002.
7. Federal Emergency Management Agency, "Flood Insurance Study, Colusa County, California, Unincorporated Area," Revised.
8. Pacific Municipal Consultants and North Fork Associates, "Draft General Plan," prepared for the City of Colusa. Adopted October 30, 2007.
9. Sacramento City/County, "Drainage Manual Volume 2: Hydrology Standards," December 1996.
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11. U.S. Department of Agriculture, Soil Conservation Service, "Technical Release 55," June 1986.
12. U.S. Department of Defense, "Unified Facilities Criteria, Design: Low Impact Development Manual," October 24, 2004.
13. Wood Rodgers Inc., "Storm Drainage Design Criteria," prepared for the City of Colusa, April 2008.
14. Wood Rodgers Inc., "Problem Identification Report," prepared for the City of Colusa, December 16, 2008 – Revised June 2009.



# TABLES

**TABLE 1**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE E1A**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)	Maximum Water Surface Elevation (ft)
1	DB-E1-1	71.8		24.2	10	50
		63.5		24.2	20	49.6
		56.4		24.2	30	49.2
2	DB-E1-2	27.6	10	6.9		49.6
3	DB-E1-3	65.9	8			47.7
4	DB-E1-4	47.5	12	9.2		45.5
5	DB-E1-5	1.5	0.76	1.2		

**CHANNEL SUMMARY**

No.	Channels	Length (ft)	Bottom Width (ft)	Depth (ft)	Side Slope
1	CH-E1-1	2,041	8.0	4.0	3.0
2	CH-E1-2	1,083	8.0	6.0	3.0
3	CH-E1-3	1,750	2.5	3.0	3.0
4	CH-E1-4	1,500	2.5	3.0	3.0
5	CH-E1-5	1,900	3.0	3.0	3.0

**TABLE 2**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE E1B**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)	Maximum Water Surface Elevation (ft)
1	DB-E1-1	130.9		34.9	10	52.3
		120.6		34.9	20	51.9
		111.0		34.9	30	51.6
		101.7		34.9	40	51.3
		92.6		34.9	50	50.9
		72.0		34.9	90	49.8
2	DB-E1-2	21.0	10	6.9		49.2
3	DB-E1-3	10.7	8			46.6
4	DB-E1-4	46.4	12	9.2		45.5
5	DB-E1-5	1.7	1	1.2		

**CHANNEL SUMMARY**

No.	Channels	Length (ft)	Bottom Width (ft)	Depth (ft)	Side Slope
1	CH-E1-1				
2	CH-E1-2				
3	CH-E1-3	1,750	2.5	3.0	3
4	CH-E1-4	1,500	2.5	3.0	3
5	CH-E1-5	1,900	3.0	3.0	3

**TABLE 3**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE E2A**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)	Maximum Water Surface Elevation
1	DB-E1-1	70.7		24.2		49.9
2	DB-E1-2	28.3	10	6.9		49.5
3	DB-E1-3	77.3	8			47.7
4	DB-E1-4	47.5	12	9.2		45.5
5	DB-E1-5	1.7	0.7	1.2		

**CHANNEL SUMMARY**

No.	Channels	Length (ft)	Bottom Width (ft)	Depth (ft)	Side Slope
1	CH-E1-1	2,041	8.0	4.0	3
2	CH-E1-2	1,083	8.0	6.0	3
3	CH-E1-3	1,750	2.5	3.0	3
4	CH-E1-4	1,500	2.5	3.0	3
5	CH-E1-5	1,900	3.0	3.0	3

**TABLE 4**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE E2B**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)	Maximum Water Surface Elevation (ft)
1	DB-E1-1	101.4		34.9		51.3
2	DB-E1-2	22.5	10	6.9		49.4
3	DB-E1-3	32.3	8			47.1
4	DB-E1-4	45.6	12	9.2		45.3
5	DB-E1-5	1.7	0.7	1.2		

**CHANNEL SUMMARY**

No.	Channels	Length (ft)	Bottom Width (ft)	Depth (ft)	Side Slope
1	CH-E1-1				
2	CH-E1-2				
3	CH-E1-3	1,750	2.5		3
4	CH-E1-4	1,500	2.5	3.0	3
5	CH-E1-5	1,900	3.0	3.0	3

**TABLE 5**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE C1A-1**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)	Maximum Water Surface Elevation (ft)
1	DB-C1A-J-1	181.7	22	49.8	10	47

**TABLE 6**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE C1A-2**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)	Maximum Water Surface Elevation (ft)
1	DB-C1A-2-1	86.0	12.5	30.7	10	46.8
2	DB-C1A-2-2	105.4	13	30.7		48.4



**TABLE 7**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE C1B**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)	Maximum Water Surface Elevation (ft)
1	DB-C1B-1	79.6	12	26.8	10	46.5

**TABLE 8**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE W1A**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)
1	DB-W1-1	56.3		40.6	202

**CHANNEL SUMMARY**

No.	Channels	Length (ft)	Bottom Width (ft)	Depth (ft)	Side Slope
1	CH-W1-1	1,989	10	5	3
2	CH-W1-2	1,396	10	5	3
3	CH-W1-3	5,850	30	5	3
5	CH-W1-4	3,077	35	5	3

**TABLE 9**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE W1B**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)
1	DB-W1-1	65.5		40.6	280

**CHANNEL SUMMARY**

No.	Channels	Length (ft)	Bottom Width (ft)	Depth (ft)	Side Slope
1	CH-W1-1	1,989	10	5	3
2	CH-W1-2	1,396	10	5	3
3	CH-W1-3	5,850	30	5	3
4	CH-W1-4	3,077	35	5	3
5	CH-W1-5	1,735	6	4	3
6	CH-W1-6	973	20	5	3
7	CH-W1-7	3,757	20	5	3

**TABLE 10**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**SUMMARY OF FACILITIES - ALTERNATIVE W2**  
**DETENTION SUMMARY**

No.	Basins	100-Year Storage (ac-ft)	Footprint (ac)	WQ Volume (ac-ft)	Pumping (cfs)	Maximum Water Surface Elevation (ft)
1	DB-W2-1	21.6	5	14.4		54.2
2	DB-W2-2	16.1	4	10.2		51.1
3	DB-W2-3	46.7	8	15.9	202	46.8

**CHANNEL SUMMARY**

No.	Channels	Length (ft)	Bottom Width (ft)	Depth (ft)	Side Slope
1	CH-W1-1	1,989	10	5	3
2	CH-W1-2	1,396	10	5	3
3	CH-W1-3	5,850	30	5	3
4	CH-W1-4	3,077	35	5	3
5	CH-W1-5	1,735	6	4	3
6	CH-W1-6	973	20	5	3
7	CH-W1-7	3,757	20	5	3

**TABLE 11**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE E1A - EASTERN SHED**  
**OPINION OF PROBABLE COST**

Page 1 of 2

	Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1.	Detention Basin DB-E1-1 Located West of River Bend				
a.	Site Clearing	9.7	AC	385	3,734
b.	Bulk Excavation	39,059	CY	4.52	176,546
c.	Structural Backfill and Compaction		CY	1.52	0
d.	Grouted Riprap		CY	108.87	0
e.	Riprap, Random Broken Stone for Inlet and Outlet Pipes	83	CY	57.84	4,820
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide		SY	5.06	0
h.	Mobilization and Demobilization (5% Construction)	1	LS	16,755	16,755
2.	Detention Basin DB-E1-2 Located East of Golf Course				
a.	Site Clearing	14.0	AC	385	5,390
b.	Bulk Excavation	87,450	CY	4.52	395,275
c.	Structural Backfill and Compaction		CY	1.52	0
d.	Grouted Riprap		CY	108.87	0
e.	Riprap, Random Broken Stone for Inlet and Outlet Pipes	33	CY	57.84	1,928
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	5,306	SY	5.06	26,849
h.	Mobilization and Demobilization (5% Construction)	1	LS	28,972	28,972
3.	Detention Basin DB-E1-3 Located South of Golf Course				
a.	Site Clearing	12	AC	385	4,620
b.	Bulk Excavation	115,750	CY	4.52	523,189
c.	Structural Backfill and Compaction		CY	1.52	0
d.	Grouted Riprap		CY	108.87	0
e.	Riprap, Random Broken Stone	17	CY	57.84	964
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	4,920	SY	5.06	24,895
h.	Mobilization and Demobilization (5% Construction)	1	LS	35,183	35,183
4.	Detention Basin DB-E1-4 Located North of the Abandoned Railroad				
a.	Site Clearing	12	AC	385	4,620
b.	Bulk Excavation	106,435	CY	4.52	481,088
c.	Structural Backfill and Compaction		CY	1.52	0
d.	Grouted Riprap		CY	108.87	0
e.	Riprap, Random Broken Stone		CY	57.84	0
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	4,920	SY	5.06	24,895
h.	Mobilization and Demobilization (5% Construction)	1	LS	33,030	33,030
5.	Detention Basin DB-E1-5 Located at the Southeastern Portion of the City				
a.	Site Clearing	0.76	AC	385	293
b.	Bulk Excavation	5,529	CY	4.52	24,992
c.	Structural Backfill and Compaction		CY	1.52	0
d.	Grouted Riprap		CY	108.87	0
e.	Riprap, Random Broken Stone		CY	57.84	0
f.	Dewatering	1	LS	50,000	50,000
g.	Maintenance Road Around Perimeter, 15' Wide	1,313	SY	5.06	6,644
h.	Mobilization and Demobilization (5% Construction)	1	LS	4,096	4,096
6.	Conveyance Channel CH-E1-1 Along Highway 20/45				
a.	Site Clearing	1.5	AC	385	578
b.	Bulk Excavation	6,047	CY	4.52	27,332
c.	Structural Backfill and Compaction		CY	1.52	0
d.	Grouted Riprap		CY	108.87	0
e.	Riprap, Random Broken Stone		CY	57.84	0
f.	Maintenance Road (15' Wide)	3,402	SY	5.06	17,214
g.	Mobilization and Demobilization (5% Construction)	1	LS	2,256	2,256
7.	Conveyance Channel CH-E1-2 along Highway 20/45				
a.	Site Clearing	1.1	AC	385	424
b.	Bulk Excavation	6,257	CY	4.52	28,282
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	1,805	SY	5.06	9,133
g.	Mobilization and Demobilization (5% Construction)	1	LS	1,892	1,892

**TABLE 11**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE E1A - EASTERN SHED**  
**OPINION OF PROBABLE COST**

Page 2 of 2

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
8. Conveyance Channel CH-E1-3/4 Draining Southerly to Ditch Along Railroad				
a. Site Clearing	1.5	AC	385	578
b. Bulk Excavation	4,153	CY	4.52	18,772
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	5,417	SY	5.06	27,410
g. Mobilization and Demobilization (5% Construction)	1	LS	2,338	2,338
9. Conveyance Channel CH-E1-5 along abandoned Railroad				
a. Site Clearing	0.9	AC	385	347
b. Bulk Excavation	2,533	CY	4.52	11,449
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	3,167	SY	5.06	16,025
g. Mobilization and Demobilization (5% Construction)	1	LS	1,391	1,391
10. Storm Drains for Eastern Shed Alternative E1A				
a. 30" Diameter RCP	0	LF	85.00	0
b. 33" Diameter RCP	0	LF	95.00	0
c. 36" Diameter RCP	10,390	LF	100.00	1,039,000
d. 39" Diameter RCP	0	LF	110.00	0
e. 42" Diameter RCP	0	LF	120.00	0
f. 48" Diameter RCP	0	LF	140.00	0
g. 54" Diameter RCP	0	LF	175.00	0
h. 60" Diameter RCP	1,780	LF	195.00	347,100
i. 66" Diameter RCP	2,718	LF	215.00	584,370
j. 72" Diameter RCP	0	LF	235.00	0
k. 78" Diameter RCP	0	LF	300.00	0
l. 84" Diameter RCP	0	LF	350.00	0
m. 90" Diameter RCP	0	LF	400.00	0
n. Manhole - Large Diameter	13	LS	10,000.00	130,000
o. Mixing Vault	0	LS	25,000.00	0
11. Proposed Berm Along the Southern Boundary				
a. Site Clearing	7.5	AC	385	2,888
b. Fill Earthwork from Excavated Detention Pond DB-E1-4	8,517	CY	6.75	57,490
c. Inspection Trench Excavation	8,517	CY	4.52	38,497
d. Inspection Trench recompaction	8,517	CY	6.75	57,490
e. FEMA Certification				
f. Mobilization and Demobilization (5% Construction)	1	LS	7,818	7,818
12. Exterior Channel Adjacent to the Proposed Berm*				
a. Site Clearing	7.5	AC	385	2,888
b. Bulk Excavation	8,517	CY	4.52	38,497
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	0	SY	5.06	0
g. Mobilization and Demobilization (5% Construction)	1	LS	2,069	2,069
13. Existing Pond DB-E1-1 Dewatering Pump Station (10 cfs capacity)				
a. Pump Station	10	CFS	50,000	500,000
b. Mobilization and Demobilization (5% Construction)	1	LS	25,000	25,000
<b>Subtotal</b>				<b>5,477,302</b>
Construction Contingency @ 25%				1,369,326
Engineering/Design @ 8%				438,184
Construction Management and Administration @ 12%				657,276
<b>Subtotal Construction</b>				<b>7,942,088</b>
Land Acquisition @ \$15,000/ac	68.46	AC	15,000**	1,026,889
<b>TOTAL, \$</b>				<b>8,968,977</b>

**Notes:**

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

**TABLE 12**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE E1B - EASTERN SHED**  
**OPINION OF PROBABLE COST**

Page 1 of 2

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1. Detention Basin DB-E1-1 Located West of River Bend				
a. Site Clearing	9.7	AC	385	3,734
b. Bulk Excavation	56,321	CY	4.52	254,572
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone for Inlet and Outlet Pipes	83	CY	57.84	4,820
f. Dewatering	1	LS	150,000	150,000
g. Maintenance Road Around Perimeter, 15' Wide	0	SY	5.06	0
h. Mobilization and Demobilization (5% Construction)	1	LS	20,656	20,656
2. Detention Basin DB-E1-2 Located East of Golf Course				
a. Site Clearing	10	AC	385	3,850
b. Bulk Excavation	65,302	CY	4.52	295,166
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone for Inlet and Outlet Pipes	33	CY	57.84	1,928
f. Dewatering	1	LS	150,000	150,000
g. Maintenance Road Around Perimeter, 15' Wide	4,500	SY	5.06	22,770
h. Mobilization and Demobilization (5% Construction)	1	LS	23,686	23,686
3. Detention Basin DB-E1-3 Located South of Golf Course				
a. Site Clearing	3	AC	385	1,155
b. Bulk Excavation	11,990	CY	4.52	54,197
c. Structural Backfill and Compaction		CY	1.52	0
d. Grouted Riprap		CY	108.87	0
e. Riprap, Random Broken Stone	17	CY	57.84	964
f. Dewatering	1	LS	50,000	50,000
g. Maintenance Road Around Perimeter, 15' Wide	22,590	SY	5.06	114,304
h. Mobilization and Demobilization (5% Construction)	1	LS	11,031	11,031
4. Detention Basin DB-E1-4 Located North of the Abandoned Railroad				
a. Site Clearing	12	AC	385	4,620
b. Bulk Excavation	106,435	CY	4.52	481,088
c. Structural Backfill and Compaction		CY	1.52	0
d. Grouted Riprap		CY	108.87	0
e. Riprap, Random Broken Stone		CY	57.84	0
f. Dewatering	1	LS	150,000	150,000
g. Maintenance Road Around Perimeter, 15' Wide	4,920	SY	5.06	24,895
h. Mobilization and Demobilization (5% Construction)	1	LS	33,030	33,030
5. Detention Basin DB-E1-5 Located at the Southeastern Portion of the City				
a. Site Clearing	0.76	AC	385	293
b. Bulk Excavation	5,529	CY	4.52	24,992
c. Structural Backfill and Compaction		CY	1.52	0
d. Grouted Riprap		CY	108.87	0
e. Riprap, Random Broken Stone		CY	57.84	0
f. Dewatering	1	LS	50,000	50,000
g. Maintenance Road Around Perimeter, 15' Wide	1,313	SY	5.06	6,644
h. Mobilization and Demobilization (5% Construction)	1	LS	4,096	4,096
6. Conveyance Channel CH-E1-3/4 Draining Southerly to Ditch Along Railroad				
a. Site Clearing	1.5	AC	385	578
b. Bulk Excavation	4,153	CY	4.52	18,772
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	5,417	SY	5.06	27,410
g. Mobilization and Demobilization (5% Construction)	1	LS	2,338	2,338
7. Conveyance Channel CH-E1-5 Along Abandoned Railroad				
a. Site Clearing	0.9	AC	385	347
b. Bulk Excavation	2,533	CY	4.52	11,449
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	3,167	SY	5.06	16,025
g. Mobilization and Demobilization (5% Construction)	1	LS	1,391	1,391
8. Storm Drains for Eastern Shed Alternative E1A				
a. 30" Diameter RCP	0	LF	85.00	0
b. 33" Diameter RCP	0	LF	95.00	0

**TABLE 12**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE E1B - EASTERN SHED**  
**OPINION OF PROBABLE COST**

Page 2 of 2

Item		Quantity	Unit	Unit Cost, \$	Cost, \$
c.	36" Diameter RCP	10,390	LF	100.00	1,039,000
d.	39" Diameter RCP	0	LF	110.00	0
e.	42" Diameter RCP	0	LF	120.00	0
f.	48" Diameter RCP	0	LF	140.00	0
g.	54" Diameter RCP	0	LF	175.00	0
h.	60" Diameter RCP	1,780	LF	195.00	347,100
i.	66" Diameter RCP	4,788	LF	215.00	1,029,420
j.	72" Diameter RCP	0	LF	235.00	0
k.	78" Diameter RCP	0	LF	300.00	0
l.	84" Diameter RCP	0	LF	350.00	0
m.	90" Diameter RCP	0	LF	400.00	0
n.	Manhole - Large Diameter	15	LS	10,000.00	150,000
o.	Mixing Vault	0	LS	25,000.00	0
9. Proposed Berm Along the Southern Boundary					
a.	Site Clearing	7.5	AC	385	2,888
b.	Fill Earthwork from Excavated Detention Pond DB-E1-4	8,517	CY	6.75	57,490
c.	Inspection Trench Excavation	8,517	CY	4.52	38,497
d.	Inspection Trench Recomposition	8,517	CY	6.75	57,490
e.	FEMA Certification	1	LS		
f.	Mobilization and Demobilization (5% Construction)	1	LS	7,818	7,818
10. Exterior Channel Adjacent to the Proposed Berm*					
a.	Site Clearing	7.5	AC	385	2,888
b.	Bulk Excavation	8,517	CY	4.52	38,497
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	0	SY	5.06	0
g.	Mobilization and Demobilization (5% Construction)	1	LS	2,069	2,069
11. Existing Pond DB-E1-1 Dewatering Pump Station (90 cfs Capacity)					
a.	Pump Station	90	CFS	50,000	4,500,000
b.	Mobilization and Demobilization (5% Construction)	1	LS	225,000	225,000
<b>Subtotal</b>					<b>9,518,955</b>
Construction Contingency @ 25%					2,379,739
Engineering/Design @ 8%					761,516
Construction Management and Administration @ 12%					1,142,275
<b>Subtotal Construction</b>					<b>13,802,485</b>
Land Acquisition		52.86	AC	15,000**	792,889
<b>TOTAL \$</b>					<b>14,595,374</b>

Notes:

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.



**TABLE 13**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE E2A - EASTERN SHED**  
**OPINION OF PROBABLE COST**

Page 1 of 2

	Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1.	Detention Basin DB-E1-1 Located West of River Bend				
a.	Site Clearing	9.7	AC	385	3,734
b.	Bulk Excavation	39,059	CY	4.52	176,546
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone for Inlet and Outlet Pipes	83	CY	57.84	4,820
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	0	SY	5.06	0
h.	Mobilization and Demobilization (5% Construction)	1	LS	16,755	16,755
2.	Detention Basin DB-E1-2 Located East of Golf Course				
a.	Site Clearing	14	AC	385	5,390
b.	Bulk Excavation	87,449	CY	4.52	395,271
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	33	CY	57.84	1,928
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	5,306	SY	5.06	26,849
h.	Mobilization and Demobilization (5% Construction)	1	LS	28,972	28,972
3.	Detention Basin DB-E2-3 Located South of Golf Course				
a.	Site Clearing	14	AC	385	5,390
b.	Bulk Excavation	137,495	CY	4.52	621,479
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	17	CY	57.84	964
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	5,306	SY	5.06	26,849
h.	Mobilization and Demobilization (5% Construction)	1	LS	40,234	40,234
4.	Detention Basin DB-E2-4 Located North of the Abandoned Railroad				
a.	Site Clearing	12	AC	385	4,620
b.	Bulk Excavation	106,435	CY	4.52	481,088
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	4,920	SY	5.06	24,895
h.	Mobilization and Demobilization (5% Construction)	1	LS	33,030	33,030
5.	Detention Basin DB-E2-5 Located at the Southeastern Portion of the City				
a.	Site Clearing	0.76	AC	385	293
b.	Bulk Excavation	5,744	CY	4.52	25,963
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Dewatering	1	LS	50,000	50,000
g.	Maintenance Road Around Perimeter, 15' Wide	1,216	SY	5.06	6,153
h.	Mobilization and Demobilization (5% Construction)	1	LS	4,120	4,120
6.	Conveyance Channel CH-E2-3/4 Draining Southerly to Ditch Along Railroad				
a.	Site Clearing	1.5	AC	385	578
b.	Bulk Excavation	4,153	CY	4.52	18,772
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	5,417	SY	5.06	27,410
g.	Mobilization and Demobilization (5% Construction)	1	LS	2,338	2,338
7.	Conveyance Channel CH-E2-5 Along Abandoned Railroad				
a.	Site Clearing	0.9	AC	385	347
b.	Bulk Excavation	2,533	CY	4.52	11,449
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	3,167	SY	5.06	16,025
g.	Mobilization and Demobilization (5% Construction)	1	LS	1,391	1,391

**TABLE 13**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE E2A - EASTERN SHED**  
**OPINION OF PROBABLE COST**

Page 2 of 2

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
8. Storm Drains for Eastern Shed Alternative E1A				
a. 30" Diameter RCP	0	LF	85.00	0
b. 33" Diameter RCP	0	LF	95.00	0
c. 36" Diameter RCP	10,390	LF	100.00	1,039,000
d. 39" Diameter RCP	0	LF	110.00	0
e. 42" Diameter RCP	0	LF	120.00	0
f. 48" Diameter RCP	0	LF	140.00	0
g. 54" Diameter RCP	0	LF	175.00	0
h. 60" Diameter RCP	1,780	LF	195.00	347,100
i. 66" Diameter RCP	2,718	LF	215.00	584,370
j. 72" Diameter RCP	0	LF	235.00	0
k. 78" Diameter RCP	0	LF	300.00	0
l. 84" Diameter RCP	0	LF	350.00	0
m. 90" Diameter RCP	0	LF	400.00	0
n. Manhole - Large Diameter	15	LS	10,000.00	150,000
o. Mixing Vault	0	LS	25,000.00	0
9. Proposed Berm Along the Southern Boundary				
a. Site Clearing	7.5	AC	385	2,888
b. Fill Earthwork from Excavated Detention Pond DB-E1-4	8,517	CY	6.75	57,490
c. Inspection Trench Excavation	8,517	CY	4.52	38,497
d. Inspection Trench Recompaction	8,517	CY	6.75	57,490
e. FEMA Certification	1	LS		
f. Mobilization and Demobilization (5% Construction)	1	LS	3,019	3,019
10. Exterior Channel Adjacent to the Proposed Berm*				
a. Site Clearing	7.5	AC	385	2,888
b. Bulk Excavation	8,517	CY	4.52	38,497
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	0	SY	5.06	0
g. Mobilization and Demobilization (5% Construction)	1	LS	2,069	2,069
11. Existing Pond DB-E1-1 Dewatering Pump Station (7 cfs capacity)				
a. Pump Station	7	CFS	50,000	350,000
b. Mobilization and Demobilization (5% Construction)	1	LS	17,500	17,500
<b>Subtotal</b>				5,354,458
Construction Contingency @ 25%				1,338,615
Engineering/Design @ 8%				428,357
Construction Management and Administration @ 12%				642,535
<b>Subtotal Construction</b>				7,763,965
Land Acquisition	67.86	AC	15,000**	1,017,889
<b>TOTAL</b>				8,781,854

**Notes:**

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

**TABLE 14**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE E2B - EASTERN SHED**  
**OPINION OF PROBABLE COST**

Page 1 of 2

	Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1.	Detention Basin DB-E1-1 Located West of River Bend				
a.	Site Clearing	9.7	AC	385	3,734
b.	Bulk Excavation	56,321	CY	4.52	254,572
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone for Inlet and Outlet Pipes	83	CY	57.84	4,820
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	0	SY	5.06	0
h.	Mobilization and Demobilization (5% Construction)	1	LS	20,656	20,656
2.	Detention Basin DB-E2-2 Located East of Golf Course				
a.	Site Clearing	10	AC	385	3,850
b.	Bulk Excavation	65,302	CY	4.52	295,166
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	33	CY	57.84	1,928
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	4,500	SY	5.06	22,770
h.	Mobilization and Demobilization (5% Construction)	1	LS	23,686	23,686
3.	Detention Basin DB-E2-3 Located South of Golf Course				
a.	Site Clearing	7	AC	385	2,695
b.	Bulk Excavation	52,446	CY	4.52	237,056
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	17	CY	57.84	964
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	3,781	SY	5.06	19,133
h.	Mobilization and Demobilization (5% Construction)	1	LS	20,492	20,492
4.	Detention Basin DB-E2-4 Located North of the Abandoned Railroad				
a.	Site Clearing	12	AC	385	4,620
b.	Bulk Excavation	106,435	CY	4.52	481,088
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Dewatering	1	LS	150,000	150,000
g.	Maintenance Road Around Perimeter, 15' Wide	4,920	SY	5.06	24,895
h.	Mobilization and Demobilization (5% Construction)	1	LS	33,030	33,030
5.	Detention Basin DB-E2-5 Located at the Southeastern Portion of the City				
a.	Site Clearing	0.76	AC	385	293
b.	Bulk Excavation	5,529	CY	4.52	24,992
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Dewatering	1	LS	50,000	50,000
g.	Maintenance Road Around Perimeter, 15' Wide	1,313	SY	5.06	6,644
h.	Mobilization and Demobilization (5% Construction)	1	LS	4,096	4,096
6.	Conveyance Channel CH-E2-1 Along Highway 20/45				
a.	Site Clearing	1.5	AC	385	578
b.	Bulk Excavation	6,047	CY	4.52	27,332
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	3,402	SY	5.06	17,214
g.	Mobilization and Demobilization (5% Construction)	1	LS	2,256	2,256
7.	Conveyance Channel CH-E2-2 Along Highway 20/45				
a.	Site Clearing	1.1	AC	385	424
b.	Bulk Excavation	6,257	CY	4.52	28,282
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	1,805	SY	5.06	9,133
g.	Mobilization and Demobilization (5% Construction)	1	LS	1,892	1,892

**TABLE 14**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE E2B - EASTERN SHED**  
**OPINION OF PROBABLE COST**

Page 2 of 2

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
8. Conveyance Channel CH-E2-3/4 Draining Southerly to Ditch Along Railroad				
a. Site Clearing	1.5	AC	385	578
b. Bulk Excavation	4,153	CY	4.52	18,772
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	5,417	SY	5.06	27,410
g. Mobilization and Demobilization (5% Construction)	1	LS	2,338	2,338
9. Conveyance Channel CH-E2-5 Along Abandoned Railroad				
a. Site Clearing	0.9	AC	385	347
b. Bulk Excavation	2,533	CY	4.52	11,449
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	3,167	SY	5.06	16,025
g. Mobilization and Demobilization (5% Construction)	1	LS	1,391	1,391
10. Storm Drains for Eastern Shed Alternative E1A				
a. 30" Diameter RCP	0	LF	85.00	0
b. 33" Diameter RCP	0	LF	95.00	0
c. 36" Diameter RCP	10,390	LF	100.00	1,039,000
d. 39" Diameter RCP	0	LF	110.00	0
e. 42" Diameter RCP	0	LF	120.00	0
f. 48" Diameter RCP	0	LF	140.00	0
g. 54" Diameter RCP	0	LF	175.00	0
h. 60" Diameter RCP	1,780	LF	195.00	347,100
i. 66" Diameter RCP	4,788	LF	215.00	1,029,420
j. 72" Diameter RCP	0	LF	235.00	0
k. 78" Diameter RCP	0	LF	300.00	0
l. 84" Diameter RCP	0	LF	350.00	0
m. 90" Diameter RCP	0	LF	400.00	0
n. Manhole - Large Diameter	13	LS	10,000.00	130,000
o. Mixing Vault	0	LS	25,000.00	0
11. Proposed Berm Along the Southern Boundary				
a. Site Clearing	7.5	AC	385	2,888
b. Fill Earthwork from Excavated Detention Pond DB-E1-4	8,517	CY	6.75	57,490
c. Inspection Trench Excavation	8,517	CY	4.52	38,497
d. Inspection Trench recompaction	8,517	CY	6.75	57,490
e. FEMA Certification	1	LS		
f. Mobilization and Demobilization (5% Construction)	1	LS	3,019	3,019
12. Exterior Channel Adjacent to the Proposed Berm*				
a. Site Clearing	7.5	AC	385	2,888
b. Bulk Excavation	8,517	CY	4.52	38,497
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	0	SY	5.06	0
g. Mobilization and Demobilization (5% Construction)	1	LS	2,069	2,069
13. Existing Pond DB-E1-1 Dewatering Pump Station (7 cfs capacity)				
a. Pump Station	7	CFS	50,000	350,000
b. Mobilization and Demobilization (5% Construction)	1	LS	17,500	17,500
<b>Subtotal</b>				<b>5,422,455</b>
Construction Contingency @ 25%				<b>1,355,614</b>
Engineering/Design @ 8%				<b>433,796</b>
Construction Management and Administration @ 12%				<b>650,695</b>
<b>Subtotal Construction</b>				<b>7,862,560</b>
Land Acquisition	59.46	AC	15,000**	<b>891,889</b>
<b>TOTAL</b>				<b>8,754,449</b>

**Notes:**

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

**TABLE 15**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE CIA-1 - CENTRAL SHED**  
**OPINION OF PROBABLE COST**

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1. Detention Basin DB-C1-1 Located East of Golf Course				
a. Site Clearing	22	AC	385	8,470
b. Bulk Excavation	407,473	CY	4.52	1,841,776
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	50	CY	57.84	2,892
f. Maintenance Road Around Perimeter, 15' Wide	6,626	SY	5.06	33,529
g. Mobilization and Demobilization (5% Construction)	1	LS	94,333	94,333
2. Storm Drains for Eastern Shed Alternative EIA				
a. 30" Diameter RCP	0	LF	85.00	0
b. 33" Diameter RCP	0	LF	95.00	0
c. 36" Diameter RCP	1,200	LF	100.00	120,000
d. 39" Diameter RCP	0	LF	110.00	0
e. 42" Diameter RCP	0	LF	120.00	0
f. 48" Diameter RCP	2,700	LF	140.00	378,000
g. 54" Diameter RCP	0	LF	175.00	0
h. 60" Diameter RCP	3,600	LF	195.00	702,000
i. 66" Diameter RCP	0	LF	215.00	0
j. 72" Diameter RCP	550	LF	235.00	129,250
k. 78" Diameter RCP	0	LF	300.00	0
l. 84" Diameter RCP	0	LF	350.00	0
m. 90" Diameter RCP	0	LF	400.00	0
n. Manhole - Large Diameter	6	LS	10,000.00	60,000
o. Mixing Vault	0	LS	25,000.00	0
3. Proposed Berm Along the Southern Boundary				
a. Site Clearing	8.7	AC	385	3,350
b. Fill Earthwork from Excavated Detention Pond DB-E1-4	9,852	CY	6.75	66,501
c. Inspection Trench Excavation	9,852	CY	4.52	44,531
d. Inspection Trench recompaction	9,852	CY	6.75	66,501
e. FEMA Certification	1	LS		
f. Mobilization and Demobilization (5% Construction)	1	LS	9,044	9,044
4. Exterior Channel Adjacent to the Proposed Berm*				
a. Site Clearing	8.7	AC	385	3,350
b. Bulk Excavation	9,852	CY	4.52	44,531
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	0	SY	5.06	0
g. Mobilization and Demobilization (5% Construction)	1	LS	2,394	2,394
5. Existing Pond DB-E1-1 Dewatering Pump Station (10 cfs capacity)				
a. Pump Station	10	CFS	50,000	500,000
b. Mobilization and Demobilization (5% Construction)	1	LS	25,000	25,000
<b>Subtotal</b>				4,135,451
Construction Contingency @ 25%				1,033,863
Engineering/Design @ 8%				330,836
Construction Management and Administration @ 12%				496,254
<b>Subtotal Construction</b>				5,996,404
Land Acquisition	39.40	AC	15,000**	591,000
<b>TOTAL</b>				6,587,404

## Notes:

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

**TABLE 16**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE CIA-2 - CENTRAL SHED**  
**OPINION OF PROBABLE COST**

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1. Detention Basin DB-C1-1 Located East of Golf Course				
a. Site Clearing	12.5	AC	385	4,813
b. Bulk Excavation	164,654	CY	4.52	744,238
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	50	CY	57.84	2,892
f. Maintenance Road Around Perimeter, 15' Wide	5,019	SY	5.06	25,398
g. Mobilization and Demobilization (5% Construction)	1	LS	38,867.00	38,867
2. Detention Basin DB-C1-2 Located South of Highway-20				
a. Site Clearing	13	AC	385	5,005
b. Bulk Excavation	171,564	CY	4.52	775,468
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	50	CY	57.84	2,892
f. Maintenance Road Around Perimeter, 15' Wide	5,117	SY	5.06	25,891
g. Mobilization and Demobilization (5% Construction)	1	LS	40,463	40,463
3. Storm Drains for Eastern Shed Alternative EJA				
a. 30" Diameter RCP	1,150	LF	85.00	97,750
b. 33" Diameter RCP	0	LF	95.00	0
c. 36" Diameter RCP	1,200	LF	100.00	120,000
d. 39" Diameter RCP	0	LF	110.00	0
e. 42" Diameter RCP	1,150	LF	120.00	138,000
f. 48" Diameter RCP	5,500	LF	140.00	770,000
g. 54" Diameter RCP	2,000	LF	175.00	350,000
h. 60" Diameter RCP	7,050	LF	195.00	1,374,750
i. 66" Diameter RCP	1,500	LF	215.00	322,500
j. 72" Diameter RCP	3,000	LF	235.00	705,000
k. 78" Diameter RCP	0	LF	300.00	0
l. 84" Diameter RCP	0	LF	350.00	0
m. 90" Diameter RCP	0	LF	400.00	0
n. Manhole - Large Diameter	6	LS	10,000.00	60,000
o. Mixing Vault	0	LS	25,000.00	0
4. Pavement Replacement				
a. Remove and Replace Asphalt Concrete Paving	23,225	SY	25.00	580,625
b. Remove and Replace Aggregate Base Coarse	23,225	SY	20.00	464,500
c. Traffic Control	1	LS	150,000	150,000
d. Mobilization and Demobilization	1	LS	59,756	59,756
5. Proposed Berm Along the Southern Boundary				
a. Site Clearing	8.7	AC	385	3,350
b. Fill Earthwork from Excavated Detention Pond DB-E1-4	9,852	CY	6.75	66,501
c. Inspection Trench Excavation	9,852	CY	4.52	44,531
d. Inspection Trench recompaction	9,852	CY	6.75	66,501
e. FEMA Certification	1	LS		
f. Mobilization and Demobilization (5% Construction)	1	LS	9,044	9,044
6. Exterior Channel Adjacent to the Proposed Berm*				
a. Site Clearing	8.7	AC	385	3,350
b. Bulk Excavation	9,852	CY	4.52	44,531
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	0	SY	5.06	0
g. Mobilization and Demobilization (5% Construction)	1	LS	2,394	2,394
7. Existing Pond DB-E1-1 Dewatering Pump Station (10 cfs capacity)				
a. Pump Station	10	CFS	50,000	500,000
b. Mobilization and Demobilization (5% Construction)	1	LS	25,000	25,000
<b>Subtotal</b>				<b>7,624,008</b>
Construction Contingency @ 25%				<b>1,906,002</b>
Engineering/Design @ 8%				<b>609,921</b>
Construction Management and Administration @ 12%				<b>914,881</b>
<b>Subtotal Construction</b>				<b>11,054,811</b>
Land Acquisition	42.90	AC	15,000**	<b>643,500</b>
<b>TOTAL</b>				<b>11,698,311</b>

**Notes:**

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

**TABLE 17**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE C1B - CENTRAL SHED**  
**OPINION OF PROBABLE COST**

Page 1

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1. Detention Basin DB-C1-1 Located East of Golf Course				
a. Site Clearing	12	AC	385	4,620
b. Bulk Excavation	201,037	CY	4.52	908,685
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	50	CY	57.84	2,892
f. Maintenance Road Around Perimeter, 15' Wide	4,920	SY	5.06	24,895
g. Mobilization and Demobilization (5% Construction)	1	LS	47,055	47,055
2. Storm Drains for Eastern Shed Alternative E1A				
a. 30" Diameter RCP	0	LF	85.00	0
b. 33" Diameter RCP	0	LF	95.00	0
c. 36" Diameter RCP	1,200	LF	100.00	120,000
d. 39" Diameter RCP	0	LF	110.00	0
e. 42" Diameter RCP	0	LF	120.00	0
f. 48" Diameter RCP	2,700	LF	140.00	378,000
g. 54" Diameter RCP	0	LF	175.00	0
h. 60" Diameter RCP	3,600	LF	195.00	702,000
i. 66" Diameter RCP	0	LF	215.00	0
j. 72" Diameter RCP	550	LF	235.00	129,250
k. 78" Diameter RCP	0	LF	300.00	0
l. 84" Diameter RCP	0	LF	350.00	0
m. 90" Diameter RCP	0	LF	400.00	0
n. Manhole - Large Diameter	6	LS	10,000.00	60,000
o. Mixing Vault	0	LS	25,000.00	0
3. Proposed Berm Along the Southern Boundary				
a. Site Clearing	8.7	AC	385	3,350
b. Fill Earthwork from Excavated Detention Pond DB-E1-4	9,852	CY	6.75	66,501
c. Inspection Trench Excavation	9,852	CY	4.52	44,531
d. Inspection Trench recompaction	9,852	CY	6.75	66,501
e. FEMA Certification	1	LS		
f. Mobilization and Demobilization (5% Construction)	1	LS	9,044	9,044
4. Exterior Channel Adjacent to the Proposed Berm*				
a. Site Clearing	8.7	AC	385	3,350
b. Bulk Excavation	9,852	CY	4.52	44,531
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	0	SY	5.06	0
g. Mobilization and Demobilization (5% Construction)	1	LS	2,394	2,394
5. Existing Pond DB-E1-1 Dewatering Pump Station (10 cfs Capacity)				
a. Pump Station	10	CFS	50,000	500,000
d. Mobilization and Demobilization (5% Construction)	1	LS	25,000	25,000
<b>Subtotal</b>				3,142,598
Construction Contingency @ 25%				785,650
Engineering/Design @ 8%				251,408
Construction Management and Administration @ 12%				377,112
<b>Subtotal Construction</b>				4,556,767
Land Acquisition	29.40	AC	15,000**	441,000
<b>TOTAL</b>				4,997,767

Notes:

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

**TABLE 18**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE W1A - WESTERN SHED**  
**OPINION OF PROBABLE COST**

Page 1 of 2

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1. Detention Basin DB-W1-1 Located Off-site (North of Highway 20/45)				
a. Site Clearing	15	AC	385	5,775
b. Bulk Excavation	180,613	CY	4.52	816,373
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road Around Perimeter, 15' Wide	5,489	SY	5.06	27,774
g. Mobilization and Demobilization (5% Construction)	1	LS	42,496	42,496
2. Conveyance Channel CH-W1-1 Along Lurline Ave.				
a. Site Clearing	1.8	AC	385	693
b. Bulk Excavation	9,208	CY	4.52	41,620
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	3,315	SY	5.06	16,774
g. Mobilization and Demobilization (5% Construction)	1	LS	2,954	2,954
3. Conveyance Channel CH-W1-2 Along Western Boundary (McCoy Road)				
a. Site Clearing	1.3	AC	385	501
b. Bulk Excavation	6,463	CY	4.52	29,213
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	2,327	SY	5.06	11,775
g. Mobilization and Demobilization (5% Construction)	1	LS	2,074	2,074
4. Conveyance Channel CH-W1-3 Along Western Boundary (McCoy/Wilson Ave)				
a. Site Clearing	8.1	AC	385	3,119
b. Bulk Excavation	48,750	CY	4.52	220,350
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	9,750	SY	5.06	49,335
g. Mobilization and Demobilization (5% Construction)	1	LS	13,640	13,640
5. Conveyance Channel CH-W1-4 Towards Off-site Pond (North of Hwy-20)				
a. Site Clearing	4.6	AC	385	1,771
b. Bulk Excavation	28,491	CY	4.52	128,779
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	5,128	SY	5.06	25,948
g. Mobilization and Demobilization (5% Construction)	1	LS	7,825	7,825
6. Culverts Across CH-W1-1 & 2 (40' Wide By 25')				
a. Structural Excavation	574	CY	24.39	13,998
b. Structural Backfill and Compaction	0	CY	1.52	0
c. Spread and Compact Excess Earthwork On-site	0	CY	6.75	0
d. Access Road 75' Long 15' Wide	958	SY	5.06	4,849
e. Cap One Pipe with Concrete on Either End	0	CY	24.39	0
f. 60-inch RCP	50	LF	195.00	9,750
g. Dewatering	1	LS	30,000	30,000
h. Mobilization and Demobilization (5% Construction)	1	LS	2,930	2,930
i. Additional 10 Culverts of Same Size	10	LS	61,527	615,273
7. Culverts Across CH-W1-3 & 4 (60' Wide By 25')				
a. Structural Excavation	850	CY	24.39	20,729
b. Structural Backfill and Compaction	0	CY	1.52	0
c. Spread and Compact Excess Earthwork On-site	0	CY	6.75	0
d. Access Road 75' Long 15' Wide	958	SY	5.06	4,849
e. Cap One Pipe with Concrete on Either End	0	CY	24.39	0
f. 60" RCP	100	LF	195.00	19,500
g. Dewatering	1	LS	30,000	30,000
h. Mobilization and Demobilization (5% Construction)	1	LS	3,754	3,754
i. Additional 6 Culverts of Same Size	6	LS	78,832	472,993



**TABLE 18**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE W1A - WESTERN SHED**  
**OPINION OF PROBABLE COST**

Page 2 of 2

Item		Quantity	Unit	Unit Cost, \$	Cost, \$
8.	Storm Drains for Eastern Shed Alternative E1A				
a.	30" Diameter RCP	2,120	LF	85.00	180,200
b.	33" Diameter RCP	0	LF	95.00	0
c.	36" Diameter RCP	2,625	LF	100.00	262,500
d.	39" Diameter RCP	0	LF	110.00	0
e.	42" Diameter RCP	3,330	LF	120.00	399,600
f.	48" Diameter RCP	550	LF	140.00	77,000
g.	54" Diameter RCP	0	LF	175.00	0
h.	60" Diameter RCP	0	LF	195.00	0
i.	66" Diameter RCP	0	LF	215.00	0
j.	72" Diameter RCP	0	LF	235.00	0
k.	78" Diameter RCP	0	LF	300.00	0
l.	84" Diameter RCP	0	LF	350.00	0
m.	90" Diameter RCP	0	LF	400.00	0
n.	Manhole - Large Diameter	6	LS	10,000.00	60,000
o.	Mixing Vault	0	LS	25,000.00	0
9.	Proposed Berm Along the Southern Boundary				
a.	Site Clearing	15.5	AC	385	5,968
b.	Fill Earthwork from Excavated Detention Pond DB-E1-4	17,500	CY	6.75	118,125
c.	Retractable Highway Flood Barrier	1	LS	100,000	100,000
d.	Inspection Trench Excavation	17,500	CY	4.52	79,100
e.	Inspection Trench recompaction	17,500	CY	6.75	118,125
f.	FEMA Certification	1	LS		
g.	Mobilization and Demobilization (5% Construction)	1	LS	21,066	21,066
10.	Exterior Channel Adjacent to the Proposed Berm*				
a.	Site Clearing	15.5	AC	385	5,968
b.	Bulk Excavation	17,500	CY	4.52	79,100
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	0	SY	5.06	0
g.	Mobilization and Demobilization (5% Construction)	1	LS	4,253	4,253
11.	Proposed Emergency Pump Station (202 cfs)				
a.	Pump Station	202	CFS	25,000	5,050,000
b.	Mobilization and Demobilization (5% Construction)	1	LS	252,500	252,500
<b>Subtotal</b>					<b>9,490,916</b>
Construction Contingency @ 25%					<b>2,372,729</b>
Engineering/Design @ 8%					<b>759,273</b>
Construction Management and Administration @ 12%					<b>1,138,910</b>
<b>Subtotal Construction</b>					<b>13,761,828</b>
Land Acquisition		61.80	AC	15,000**	927,000
<b>TOTAL</b>					<b>14,688,828</b>

Notes:

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

**TABLE 19**  
**CITY OF COLUSA DRAINAGE MASTER PLAN**  
**ALTERNATIVE W1B - WESTERN SHED**

**OPINION OF PROBABLE COST**

Page 1 of 2

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1. Detention Basin DB-W1-1 Located Off-site (North of Highway 20/45)				
a. Site Clearing	18	AC	385	6,930
b. Bulk Excavation	236,864	CY	4.52	1,070,623
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road Around Perimeter, 15' Wide	6,003	SY	5.06	30,376
g. Mobilization and Demobilization (5% Construction)	1	LS	55,396	55,396
2. Conveyance Channel CH-W1-1 Along Lurline Ave.				
a. Site Clearing	1.8	AC	385	693
b. Bulk Excavation	9,208	CY	4.52	41,620
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	3,315	SY	5.06	16,774
g. Mobilization and Demobilization (5% Construction)	1	LS	2,954	2,954
3. Conveyance Channel CH-W1-2 Along Western Boundary (McCoy Road)				
a. Site Clearing	1.3	AC	385	501
b. Bulk Excavation	6,463	CY	4.52	29,213
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	2,327	SY	5.06	11,775
g. Mobilization and Demobilization (5% Construction)	1	LS	2,074	2,074
4. Conveyance Channel CH-W1-3 Along Western Boundary (McCoy/Wilson Ave)				
a. Site Clearing	8.1	AC	385	3,119
b. Bulk Excavation	48,750	CY	4.52	220,350
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	9,750	SY	5.06	49,335
g. Mobilization and Demobilization (5% Construction)	1	LS	13,640	13,640
5. Conveyance Channel CH-W1-4 Towards Off-site Pond (North of Hwy-20)				
a. Site Clearing	4.6	AC	385	1,771
b. Bulk Excavation	28,491	CY	4.52	128,779
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	5,128	SY	5.06	25,948
g. Mobilization and Demobilization (5% Construction)	1	LS	7,825	7,825
6. Conveyance Channel CH-W1-5 from Central Shed				
a. Site Clearing	1.2	AC	385	462
b. Bulk Excavation	4,627	CY	4.52	20,914
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	2,892	SY	5.06	14,634
g. Mobilization and Demobilization (5% Construction)	1	LS	1,800	1,800
7. Conveyance Channel CH-W1-6 from Central Shed Towards Hwy-20				
a. Site Clearing	1.1	AC	385	424
b. Bulk Excavation	6,306	CY	4.52	28,503
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, random broken stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	1,622	SY	5.06	8,207
g. Mobilization and Demobilization (5% Construction)	1	LS	1,857	1,857
8. Conveyance Channel CH-W1-7 north of Hwy-20				
a. Site Clearing	4.3	AC	385	1,656
b. Bulk Excavation	24,351	CY	4.52	110,067
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	6,262	SY	5.06	31,686
g. Mobilization and Demobilization (5% Construction)	1	LS	7,170	7,170

**TABLE 19**  
**CITY OF COLUSA DRAINAGE MASTER PLAN**  
**ALTERNATIVE W1B - WESTERN SHED**

**OPINION OF PROBABLE COST**

Page 2 of 2

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
9. Culverts Across CH-W1-1 & 2 (40' Wide By 25')				
a. Structural Excavation	574	CY	24.39	13,998
b. Structural Backfill and Compaction	0	CY	1.52	0
c. Spread and Compact Excess Earthwork On-site	0	CY	6.75	0
d. Access Road 75' Long 15' Wide	958	SY	5.06	4,849
e. Cap One Pipe with Concrete on Either End	0	CY	24.39	0
f. 60" RCP	50	LF	195.00	9,750
g. Dewatering	1	LS	30,000	30,000
h. Mobilization and Demobilization (5% Construction)	1	LS	2,930	2,930
i. Additional 10 Culverts of Same Size	10	LS	61,527	615,273
10. Culverts Across CH-W1-3 & 4 (60' Wide By 25')				
a. Structural Excavation	850	CY	24.39	20,729
b. Structural Backfill and Compaction	0	CY	1.52	0
c. Spread and Compact Excess Earthwork On-site	0	CY	6.75	0
d. Access Road 75' Long 15' Wide	958	SY	5.06	4,849
e. Cap One Pipe with Concrete on Either End	0	CY	24.39	0
f. 60" RCP	100	LF	195.00	19,500
g. Dewatering	1	LS	30,000	30,000
h. Mobilization and Demobilization (5% Construction)	1	LS	3,754	3,754
i. Additional 6 Culverts of Same Size	6	LS	78,832	472,993
11. Storm Drains for Eastern Shed Alternative E1A				
a. 30" Diameter RCP	2,120	LF	85.00	180,200
b. 33" Diameter RCP	0	LF	95.00	0
c. 36" Diameter RCP	2,625	LF	100.00	262,500
d. 39" Diameter RCP	0	LF	110.00	0
e. 42" Diameter RCP	3,330	LF	120.00	399,600
f. 48" Diameter RCP	550	LF	140.00	77,000
g. 54" Diameter RCP	0	LF	175.00	0
h. 60" Diameter RCP	0	LF	195.00	0
i. 66" Diameter RCP	0	LF	215.00	0
j. 72" Diameter RCP	0	LF	235.00	0
k. 78" Diameter RCP	0	LF	300.00	0
l. 84" Diameter RCP	0	LF	350.00	0
m. 90" Diameter RCP	0	LF	400.00	0
n. Manhole - large diameter	7	LS	10,000.00	70,000
o. Mixing Vault	0	LS	25,000.00	0
12. Proposed Berm Along the Southern Boundary				
a. Site Clearing	15.5	AC	385	5,968
b. Fill Earthwork from Excavated Detention Pond DB-E1-4	17,500	CY	6.75	118,125
c. Retractable Highway Flood Barrier	1	LS	100,000	100,000
d. Inspection Trench Excavation	17,500	CY	4.52	79,100
e. Inspection Trench recompaction	17,500	CY	6.75	118,125
f. FEMA Certification	1	LS		
g. Mobilization and Demobilization (5% Construction)	1	LS	21,066	21,066
13. Exterior Channel adjacent to the Proposed Berm*				
a. Site Clearing	15.5	AC	385	5,968
b. Bulk Excavation	17,500	CY	4.52	79,100
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	0	SY	5.06	0
g. Mobilization and Demobilization (5% Construction)	1	LS	4,253	4,253
14. Proposed Emergency Pump Station (280 cfs)				
a. Pump Station	280	CFS	25,000	7,000,000
b. Mobilization and Demobilization (5% Construction)	1	LS	350,000	350,000
<b>Subtotal</b>				<b>12,046,703</b>
Construction Contingency @ 25%				<b>3,011,676</b>
Engineering/Design @ 8%				<b>963,736</b>
Construction Management and Administration @ 12%				<b>1,445,604</b>
<b>Subtotal Construction</b>				<b>17,467,719</b>
Land Acquisition	71.40	AC	15,000**	<b>1,071,000</b>
<b>TOTAL</b>				<b>18,538,719</b>

Notes:

\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

**TABLE 20**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE W2 - WESTERN SHED**

**OPINION OF PROBABLE COST**

Page 1 of 2

	Item	Quantity	Unit	Unit Cost, \$	Cost, \$
1.	Detention Basin DB-W2-1 Located North of Lurline Avenue				
a.	Site Clearing	5	AC	385	1,925
b.	Bulk Excavation	66,926	CY	4.52	302,505
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	224	CY	57.84	12,961
f.	Maintenance Road Around Perimeter, 15' Wide	3,211	SY	5.06	16,249
g.	Side Weir Inlet	1	LS	25,000	25,000
h.	Mobilization and Demobilization (5% Construction)	1	LS	17,932	17,932
2.	Detention Basin DB-W2-2 Located Between McCoy and Ranch Road				
a.	Site Clearing	4.0	AC	385	1,540
b.	Bulk Excavation	51,012	CY	4.52	230,573
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	202	CY	57.84	11,694
f.	Maintenance Road Around Perimeter, 15' Wide	2,883	SY	5.06	14,587
g.	Side Weir Inlet	1	LS	25,000	25,000
h.	Mobilization and Demobilization (5% Construction)	1	LS	14,170	14,170
3.	Detention Basin DB-W2-3 Located North of Lurline Avenue				
a.	Site Clearing	8.0	AC	385	3,080
b.	Bulk Excavation	117,528	CY	4.52	531,227
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	1,099	CY	57.84	63,593
f.	Maintenance Road Around Perimeter, 15' Wide	4,035	SY	5.06	20,420
g.	Side Weir Inlet	1	LS	25,000	25,000
h.	Mobilization and Demobilization (5% Construction)	1	LS	32,166	32,166
4.	Conveyance Channel CH-W1-1 Along Lurline Ave.				
a.	Site Clearing	1.8	AC	385	693
b.	Bulk Excavation	9,208	CY	4.52	41,620
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	3,315	SY	5.06	16,774
g.	Mobilization and Demobilization (5% Construction)	1	LS	2,954	2,954
5.	Conveyance Channel CH-W1-2 Along Western Boundary (McCoy Road)				
a.	Site Clearing	1.3	AC	385	501
b.	Bulk Excavation	6,463	CY	4.52	29,213
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	2,327	SY	5.06	11,775
g.	Mobilization and Demobilization (5% Construction)	1	LS	2,074	2,074
6.	Conveyance Channel CH-W1-3 Along Western Boundary (McCoy/Wilson Ave)				
a.	Site Clearing	8.1	AC	385	3,119
b.	Bulk Excavation	48,750	CY	4.52	220,350
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	9,750	SY	5.06	49,335
g.	Mobilization and Demobilization (5% Construction)	1	LS	13,640	13,640
7.	Conveyance Channel CH-W1-4 Towards Off-site Pond (North of Hwy-20)				
a.	Site Clearing	4.6	AC	385	1,771
b.	Bulk Excavation	28,491	AC	4.52	128,779
c.	Structural Backfill and Compaction	0	CY	1.52	0
d.	Grouted Riprap	0	CY	108.87	0
e.	Riprap, Random Broken Stone	0	CY	57.84	0
f.	Maintenance Road (15' Wide)	5,128	SY	5.06	25,948
g.	Mobilization and Demobilization (5% Construction)	1	LS	7,825	7,825
8.	Culverts Across CH-W1-1 & 2 (40' Wide By 25')				
a.	Structural Excavation	574	CY	24.39	13,998
b.	Structural Backfill and Compaction	0	CY	1.52	0
c.	Spread and Compact Excess Earthwork On-site	0	CY	6.75	0
d.	Access Road 75' Long 15' Wide	958	SY	5.06	4,849

**TABLE 20**  
**CITY OF COLUSA**  
**DRAINAGE MASTER PLAN**  
**ALTERNATIVE W2 - WESTERN SHED**

**OPINION OF PROBABLE COST**

Page 2 of 2

Item	Quantity	Unit	Unit Cost, \$	Cost, \$
e. Cap One Pipe with Concrete on Either End	0	CY	24.39	0
f. 60" RCP	50	LF	195.00	9,750
g. Dewatering	1	LS	30,000	30,000
h. Mobilization and Demobilization (5% Construction)	1	LS	2,930	2,930
i. Additional 10 Culverts of Same Size	10	LS	61,527	615,273
9. Culverts Across CH-W1-3 & 4 (60' Wide By 25')				
a. Structural Excavation	850	CY	24.39	20,729
b. Structural Backfill and Compaction	0	CY	1.52	0
c. Spread and Compact Excess Earthwork On-site	0	CY	6.75	0
d. Access Road 75' Long 15' Wide	958	SY	5.06	4,849
e. Cap One Pipe with Concrete on Either End	0	CY	24.39	0
f. 60" RCP	100	LF	195.00	19,500
g. Dewatering	1	LS	30,000	30,000
h. Mobilization and Demobilization (5% Construction)	1	LS	3,754	3,754
i. Additional 6 Culverts of Same Size	6	LS	78,832	472,993
10. Storm Drains for Eastern Shed Alternative E1A				
a. 30" Diameter RCP	2,120	LF	85.00	180,200
b. 33" Diameter RCP	0	LF	95.00	0
c. 36" Diameter RCP	2,625	LF	100.00	262,500
d. 39" Diameter RCP	0	LF	110.00	0
e. 42" Diameter RCP	6,330	LF	120.00	759,600
f. 48" Diameter RCP	3,330	LF	140.00	466,200
g. 54" Diameter RCP	0	LF	175.00	0
h. 60" Diameter RCP	0	LF	195.00	0
i. 66" Diameter RCP	0	LF	215.00	0
j. 72" Diameter RCP	0	LF	235.00	0
k. 78" Diameter RCP	0	LF	300.00	0
l. 84" Diameter RCP	0	LF	350.00	0
m. 90" Diameter RCP	0	LF	400.00	0
n. Manhole - Large Diameter	13	LS	10,000.00	130,000
o. Mixing Vault	0	LS	25,000.00	0
11. Proposed Berm Along the Southern Boundary				
a. Site Clearing	15.5	AC	385	5,968
b. Fill Earthwork from Excavated Detention Pond DB-E1-4	17,500	CY	6.75	118,125
c. Retractable Highway Flood Barrier	1	LS	100,000	100,000
d. Inspection Trench Excavation	17,500	CY	4.52	79,100
e. Inspection Trench Recompaction	17,500	CY	6.75	118,125
f. FEMA Certification	1	LS		
g. Mobilization and Demobilization (5% Construction)	1	LS	21,066	21,066
12. Exterior Channel Adjacent to the Proposed Berm*				
a. Site Clearing	15.5	AC	385	5,968
b. Bulk Excavation	17,500	CY	4.52	79,100
c. Structural Backfill and Compaction	0	CY	1.52	0
d. Grouted Riprap	0	CY	108.87	0
e. Riprap, Random Broken Stone	0	CY	57.84	0
f. Maintenance Road (15' Wide)	0	SY	5.06	0
g. Mobilization and Demobilization (5% Construction)	1	LS	4,253	4,253
13. Proposed Emergency Pump Station (202 cfs)				
a. Pump Station	202	CFS	25,000	5,050,000
b. Mobilization and Demobilization (5% Construction)	1	LS	252,500	252,500
<b>Subtotal</b>				10,767,321
Construction Contingency @ 25%				2,691,830
Engineering/Design @ 8%				861,386
Construction Management and Administration @ 12%				1,292,078
<b>Subtotal Construction</b>				15,612,615
Land Acquisition	63.80	AC	15,000**	957,000
<b>TOTAL</b>				16,569,615

## Notes:

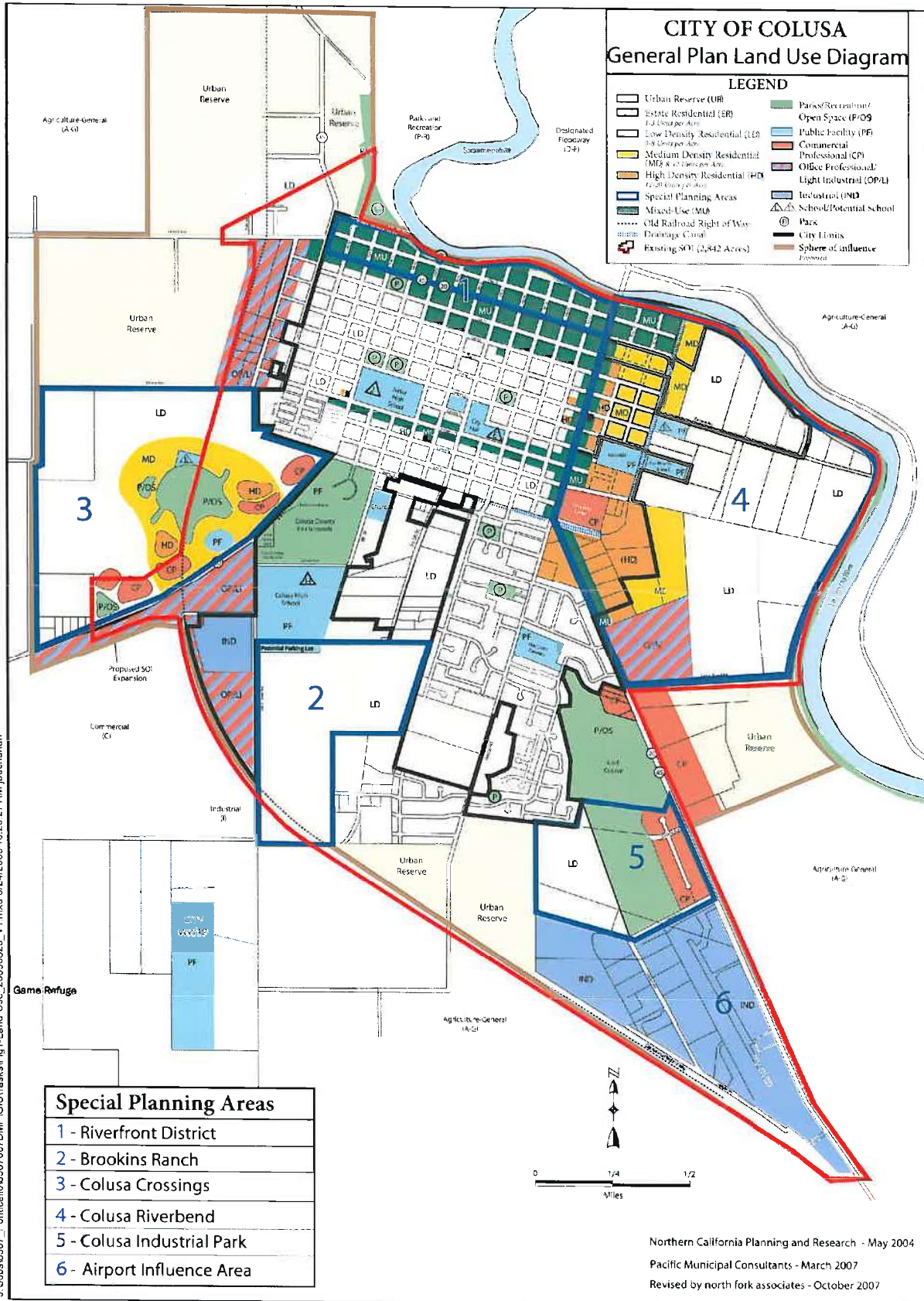
\*Final sizing of this channel to be determined upon completion of Sacramento River Levee Failure Analysis.

\*\*This amount provided by Ponticello Enterprises.

# FIGURES

# GENERAL PLAN LAND USE DIAGRAM CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA, CALIFORNIA  
JUNE 2009



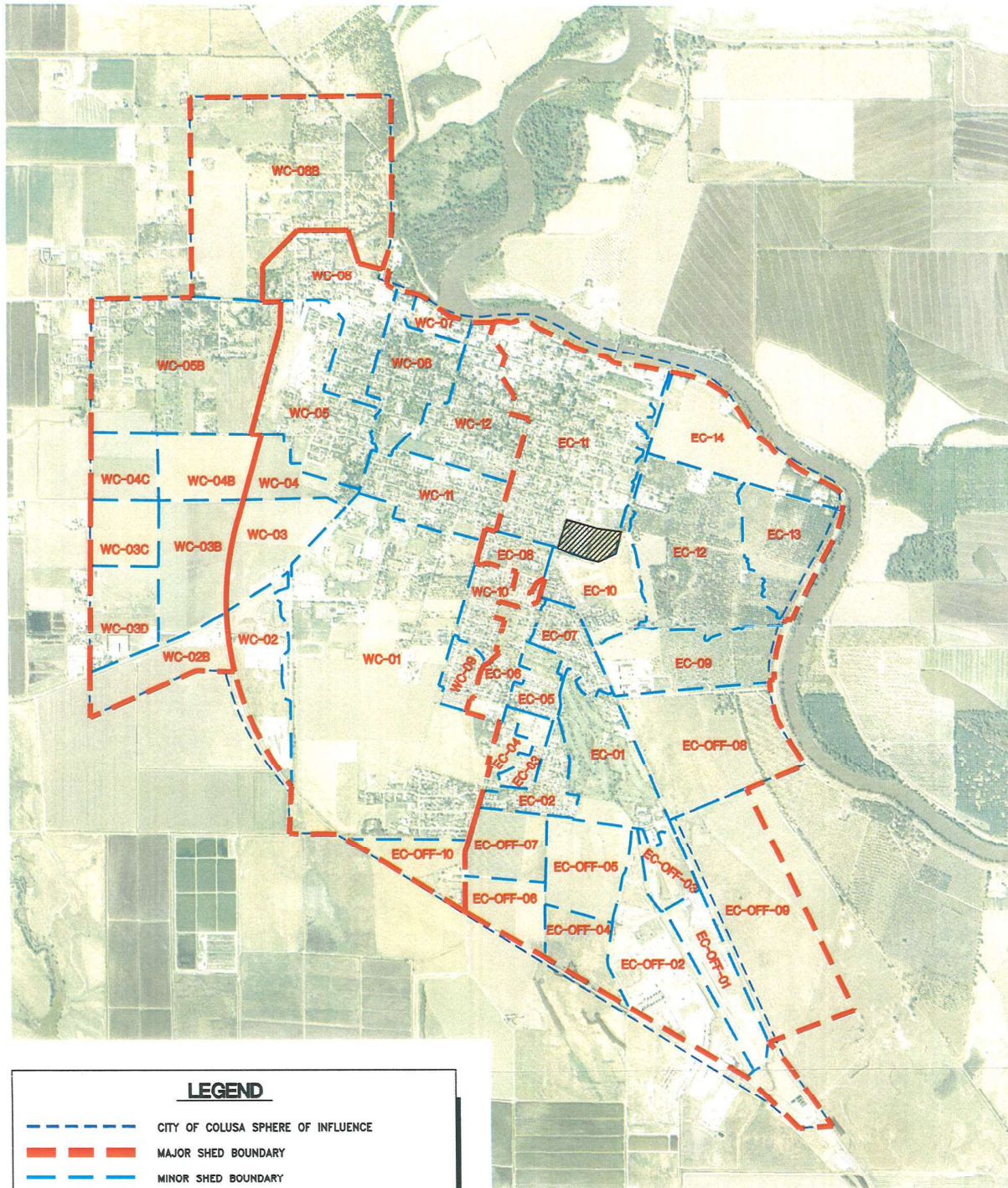


# DRAINAGE SHED MAP - DEVELOPED CONDITION CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA

CALIFORNIA

JUNE 2009



## LEGEND

- CITY OF COLUSA SPHERE OF INFLUENCE
- MAJOR SHED BOUNDARY
- MINOR SHED BOUNDARY
- RETENTION BASIN

0 1000 2000 4000  
SCALE: 1"=2000'



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SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.

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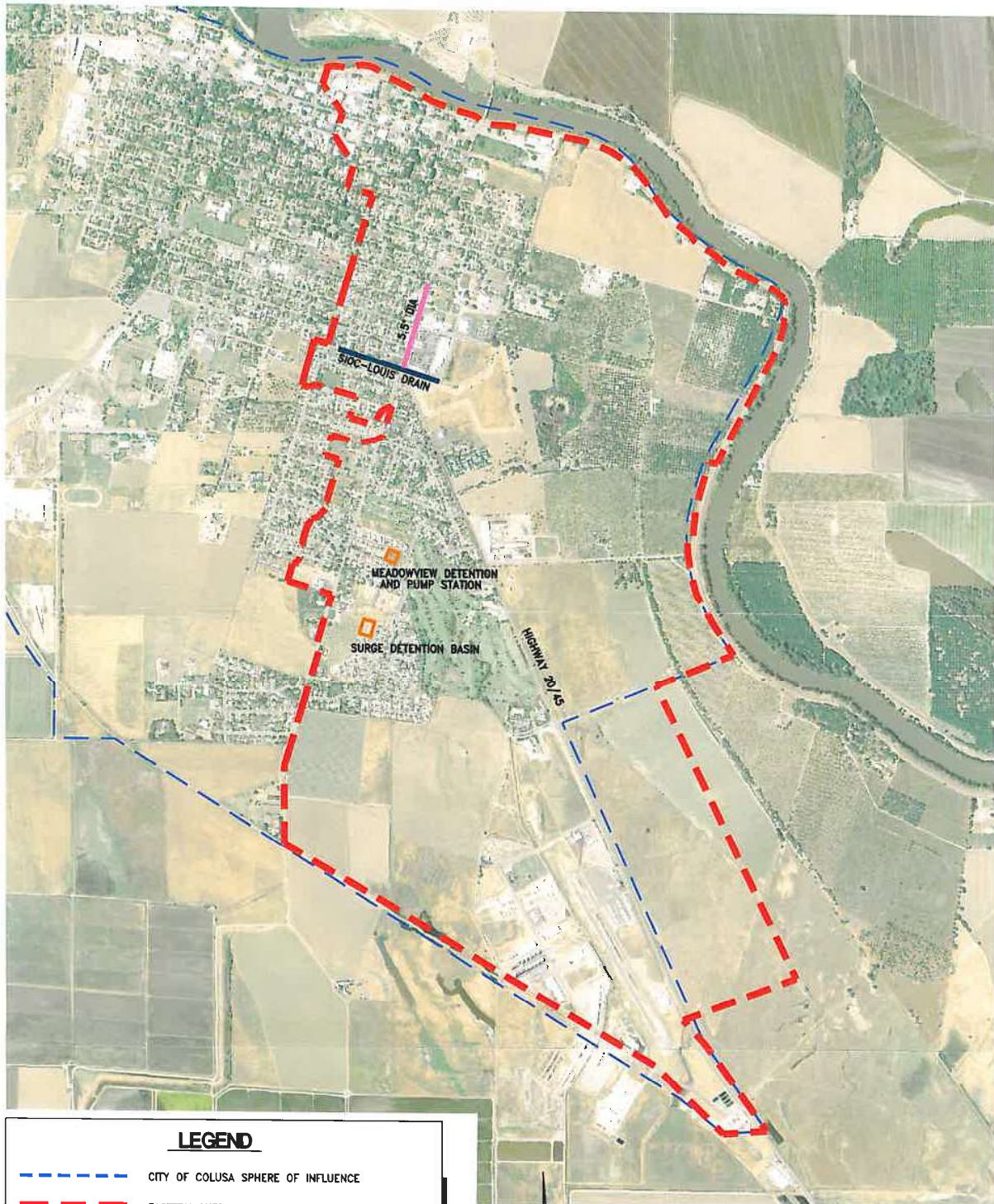


# EASTERN SHED - EXISTING FLOODING SOLUTIONS CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA

CALIFORNIA

JUNE 2009



## LEGEND

- CITY OF COLUSA SPHERE OF INFLUENCE
- EASTERN SHED BOUNDARY
- EXISTING DETENTION BASINS
- EXISTING CHANNELS
- PROPOSED STORM DRAIN

0 750 1500 3000  
SCALE: 1"=1500'



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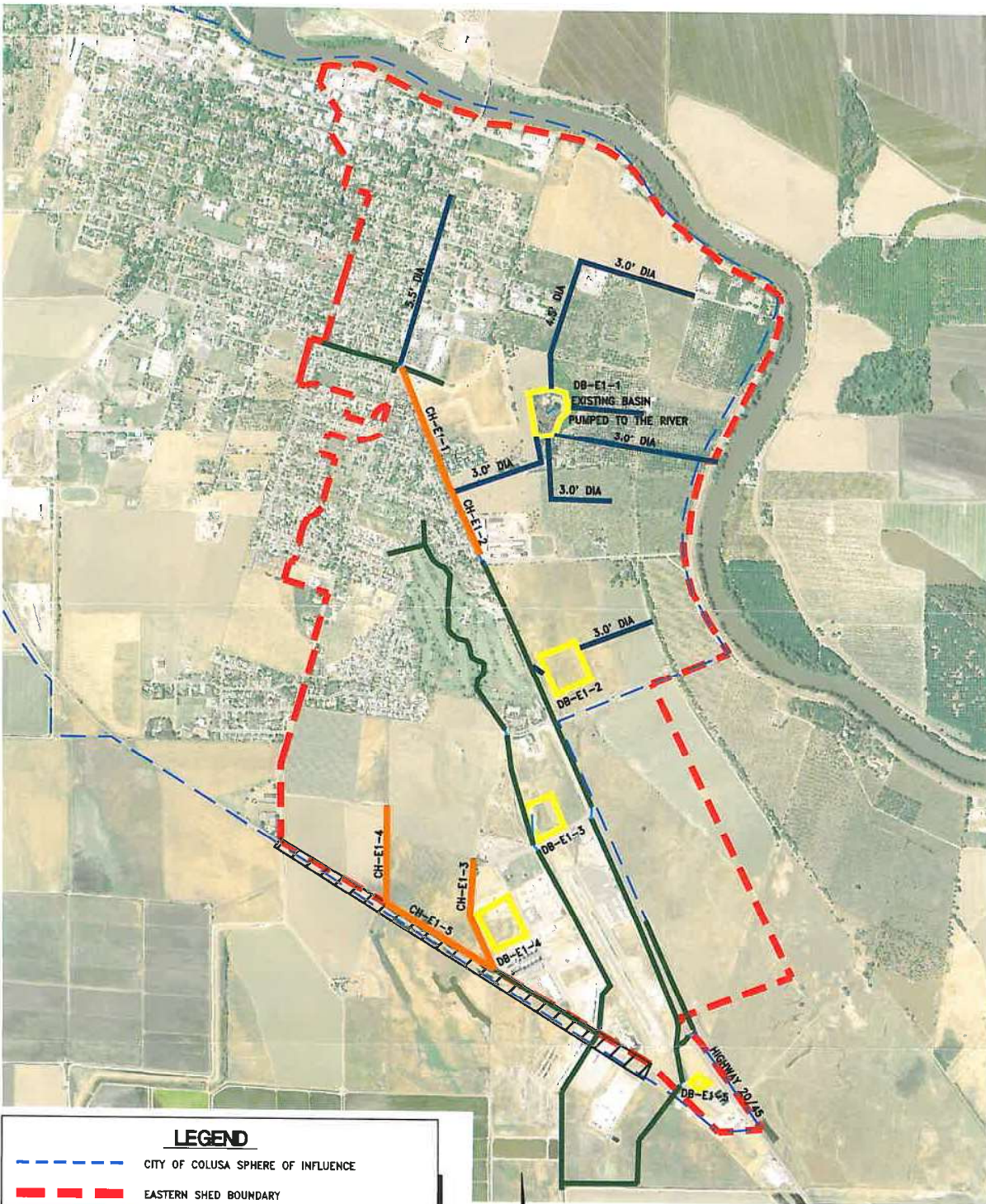
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# ALTERNATIVE E1A - EASTERN SHED CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA                      CALIFORNIA  
JUNE 2009



**LEGEND**

- CITY OF COLUSA SPHERE OF INFLUENCE
- EASTERN SHED BOUNDARY
- DETENTION BASINS
- PROPOSED PIPES
- EXISTING CHANNELS
- PROPOSED CHANNELS
- PROPOSED BERM/BARRIER

SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.

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FIGURE 4

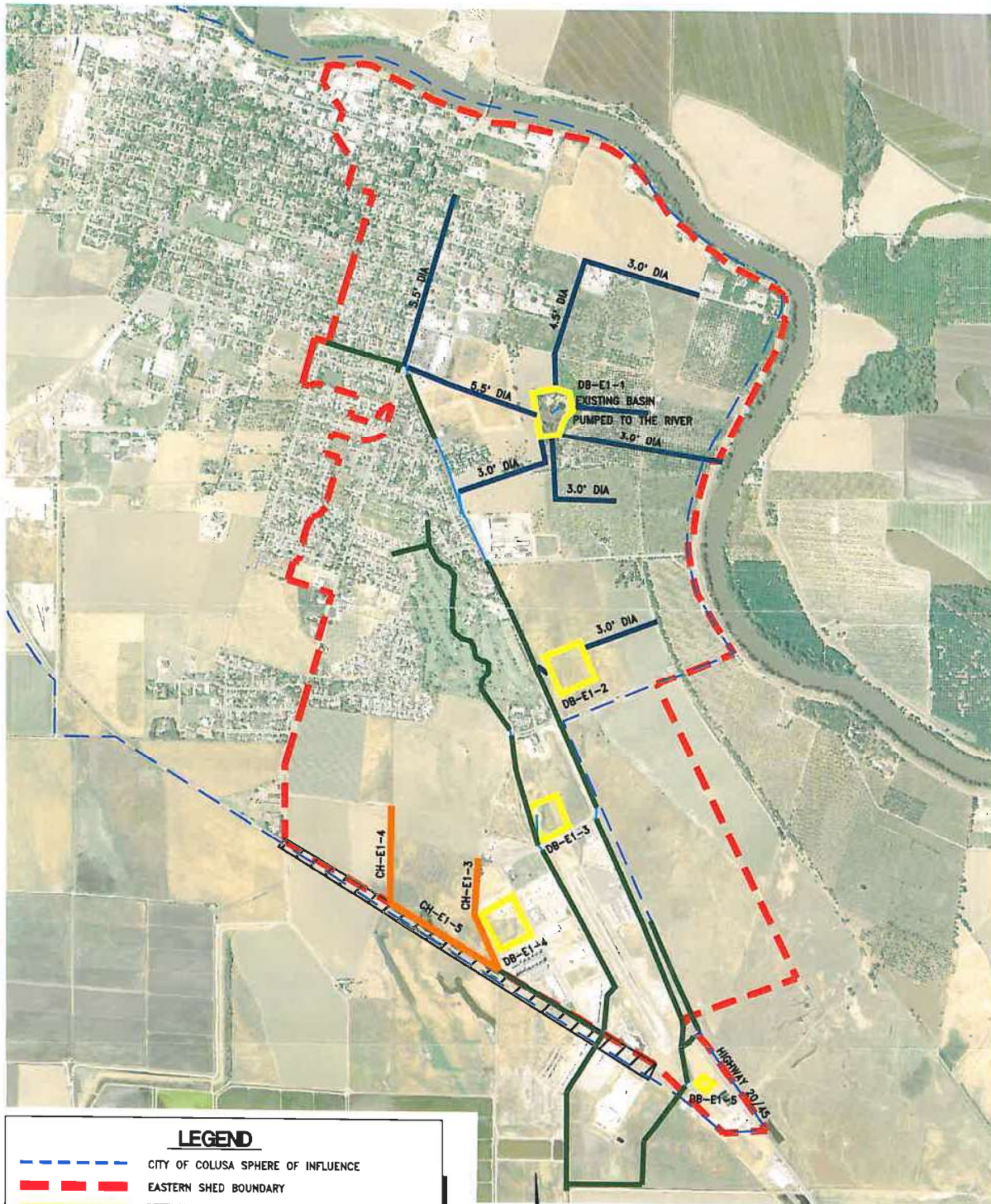


# ALTERNATIVE E1B - EASTERN SHED CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA

CALIFORNIA

JUNE 2009



## LEGEND

- CITY OF COLUSA SPHERE OF INFLUENCE
- EASTERN SHED BOUNDARY
- DETENTION BASINS
- EXISTING PIPES
- PROPOSED PIPES
- EXISTING CHANNELS
- PROPOSED CHANNELS
- PROPOSED BERM/BARRIER

0 750 1500 3000  
SCALE: 1"=1500'



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SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.

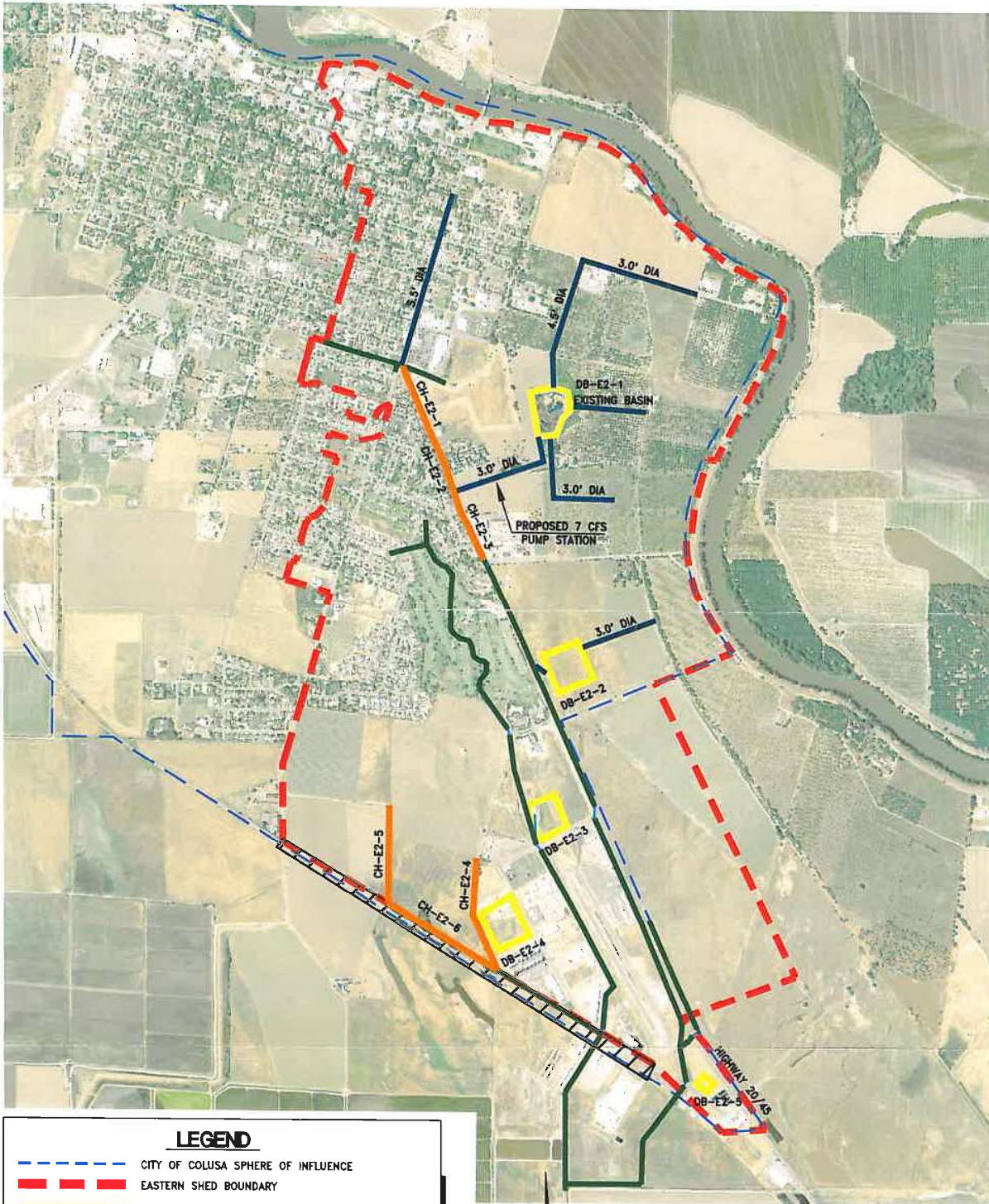
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FIGURE 5



ALTERNATIVE E2A - EASTERN SHED  
**CITY OF COLUSA DRAINAGE MASTER PLAN**

CITY OF COLUSA CALIFORNIA  
JUNE 2009



**LEGEND**

- CITY OF COLUSA SPHERE OF INFLUENCE
- EASTERN SHED BOUNDARY
- DETENTION BASINS
- EXISTING PIPES
- PROPOSED PIPES
- EXISTING CHANNELS
- PROPOSED CHANNELS
- PROPOSED BERM/BARRIER

SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.

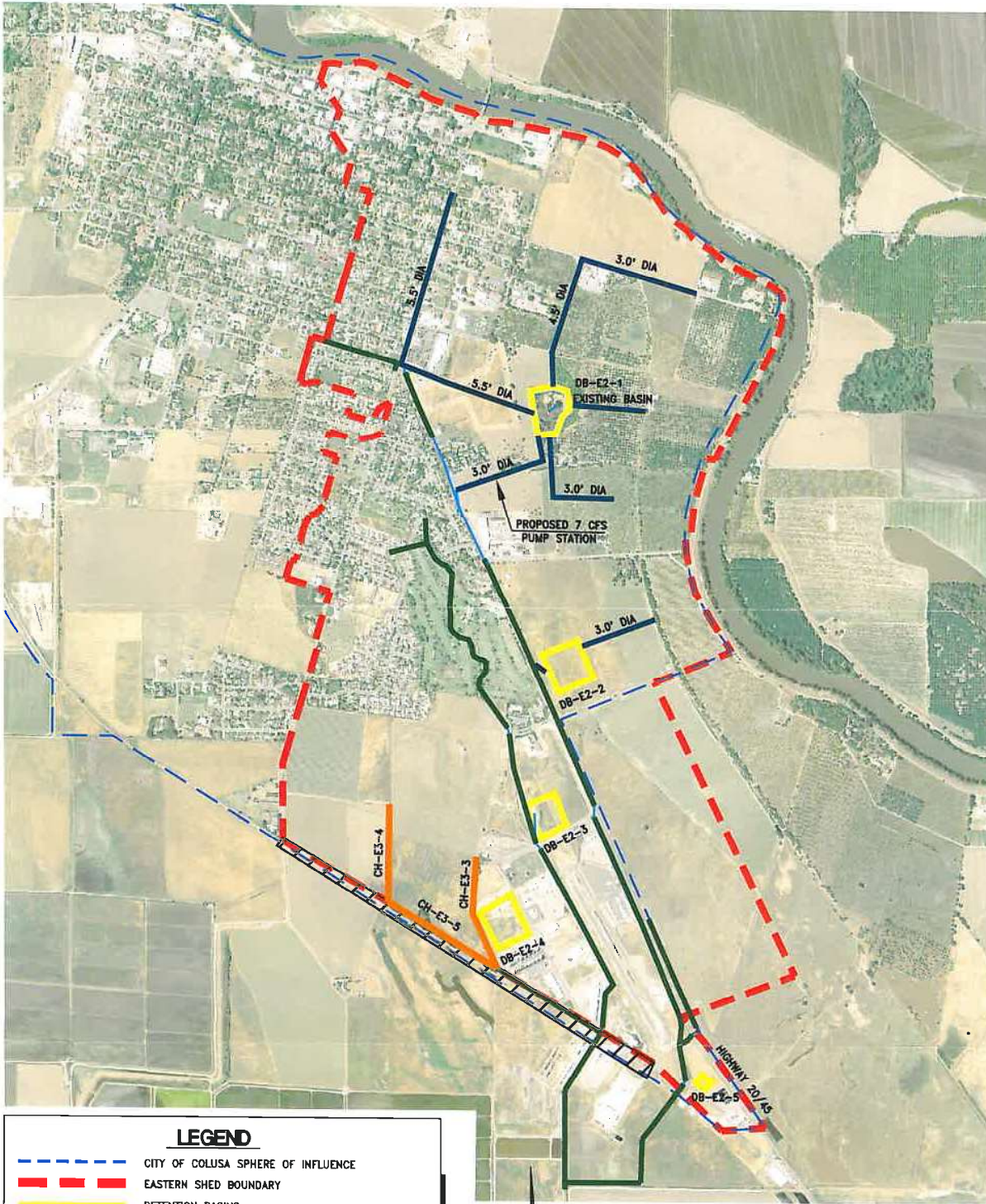
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# ALTERNATIVE E2B - EASTERN SHED CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA CALIFORNIA  
JUNE 2009



**LEGEND**

- CITY OF COLUSA SPHERE OF INFLUENCE
- EASTERN SHED BOUNDARY
- DETENTION BASINS
- EXISTING PIPES
- PROPOSED PIPES
- EXISTING CHANNELS
- PROPOSED CHANNELS
- PROPOSED BERM/BARRIER



0 750 1500 3000  
SCALE: 1"=1500'

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SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.

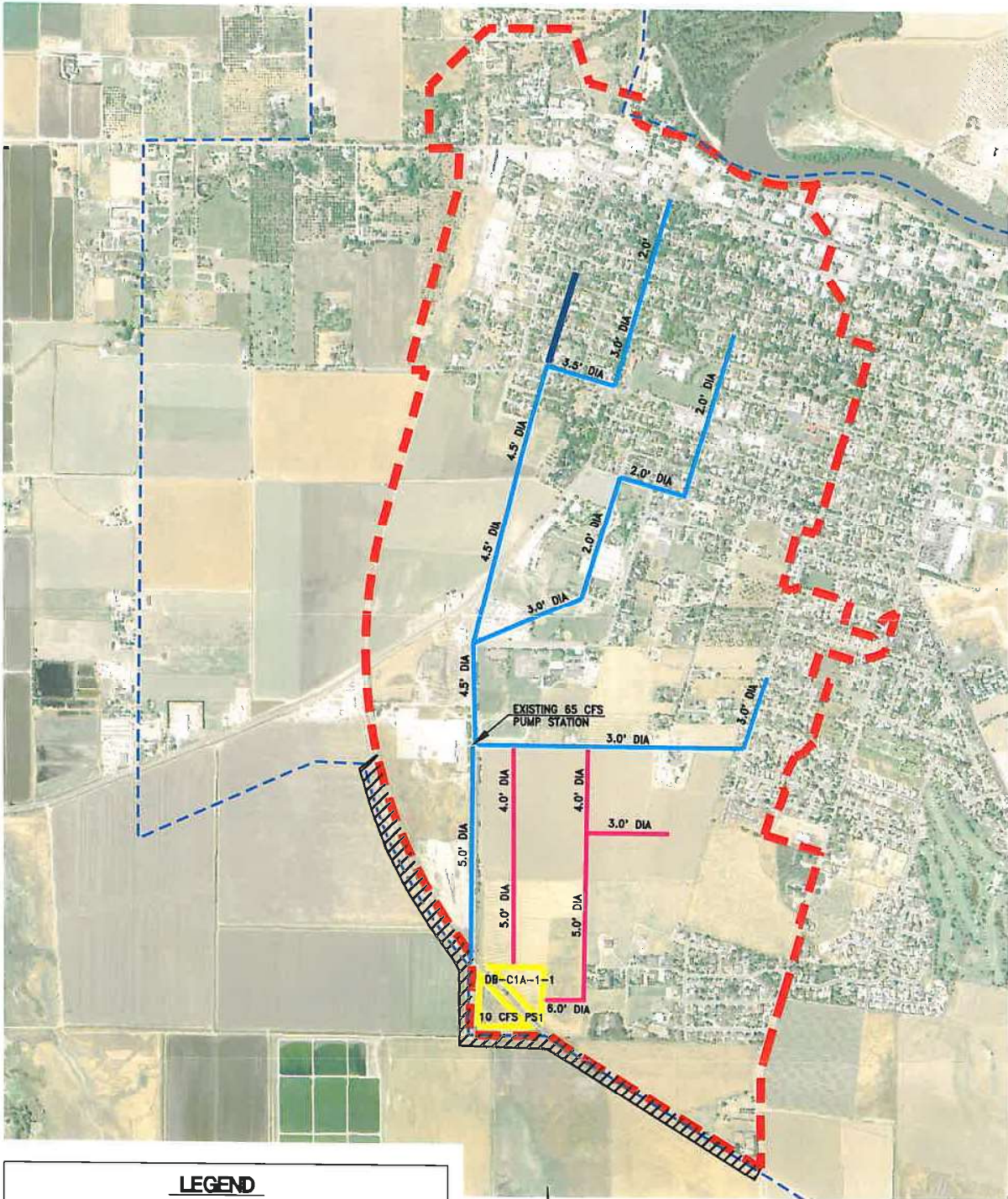
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FIGURE 7



ALTERNATIVE C1A-1 - CENTRAL SHED  
**CITY OF COLUSA DRAINAGE MASTER PLAN**

CITY OF COLUSA CALIFORNIA  
JUNE 2009



**LEGEND**

- CITY OF COLUSA SPHERE OF INFLUENCE
- - - CENTRAL SHED BOUNDARY
- PROPOSED DETENTION BASIN
- EXISTING PIPES
- PROPOSED PIPES
- EXISTING CHANNEL
- PROPOSED BERM/BARRIER

SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.



0 600 1200 2400  
SCALE: 1" = 1200'

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FIGURE 8

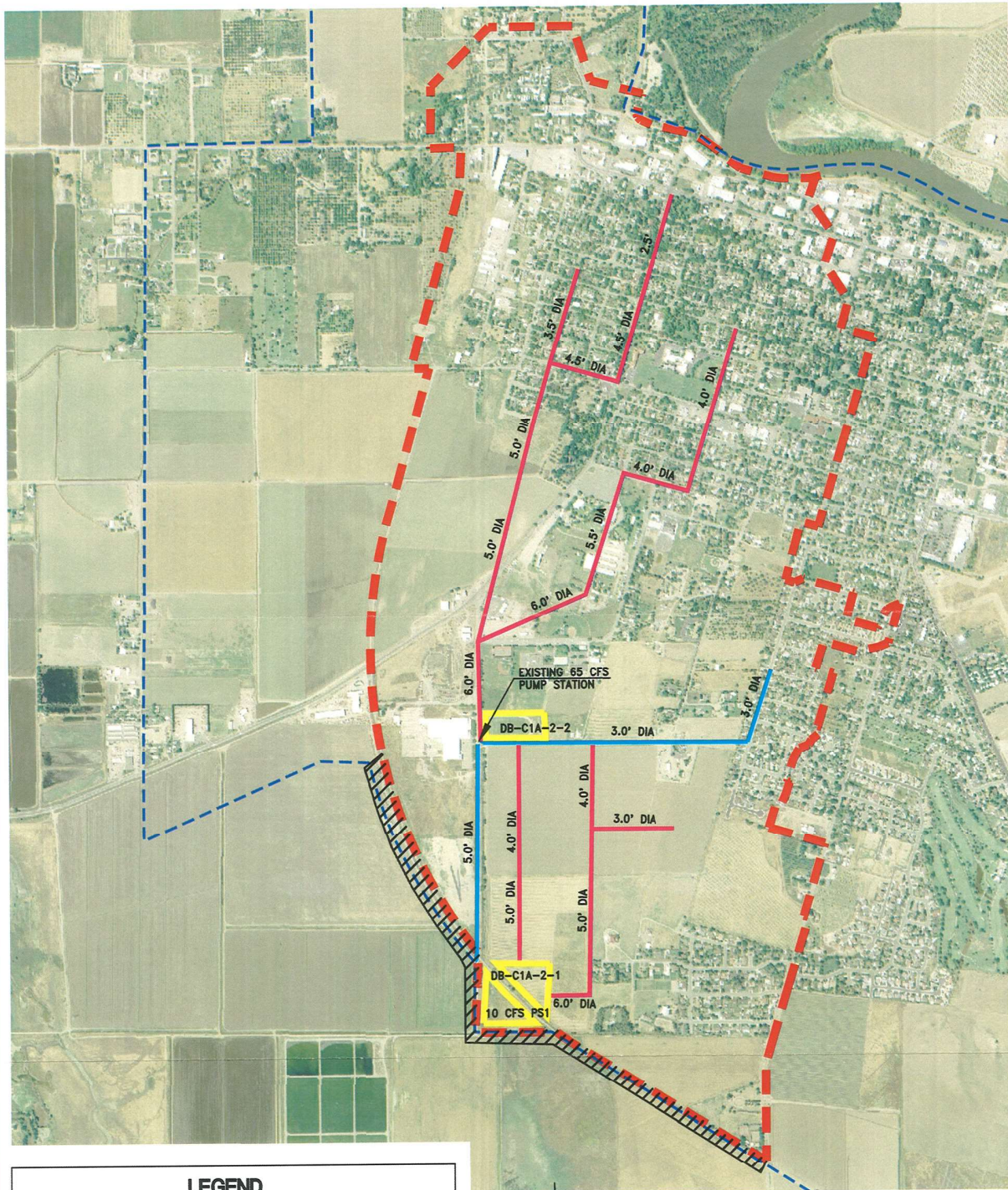


# ALTERNATIVE C1A-2 - CENTRAL SHED CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA

CALIFORNIA

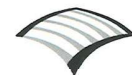
JUNE 2009



## LEGEND

- CITY OF COLUSA SPHERE OF INFLUENCE
- CENTRAL SHED BOUNDARY
- PROPOSED DETENTION BASIN
- EXISTING PIPES
- PROPOSED PIPES
- EXISTING CHANNEL
- PROPOSED BERM/BARRIER

0 600 1200 2400  
SCALE: 1" = 1200'



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SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.

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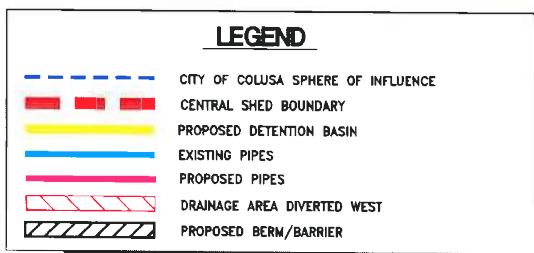
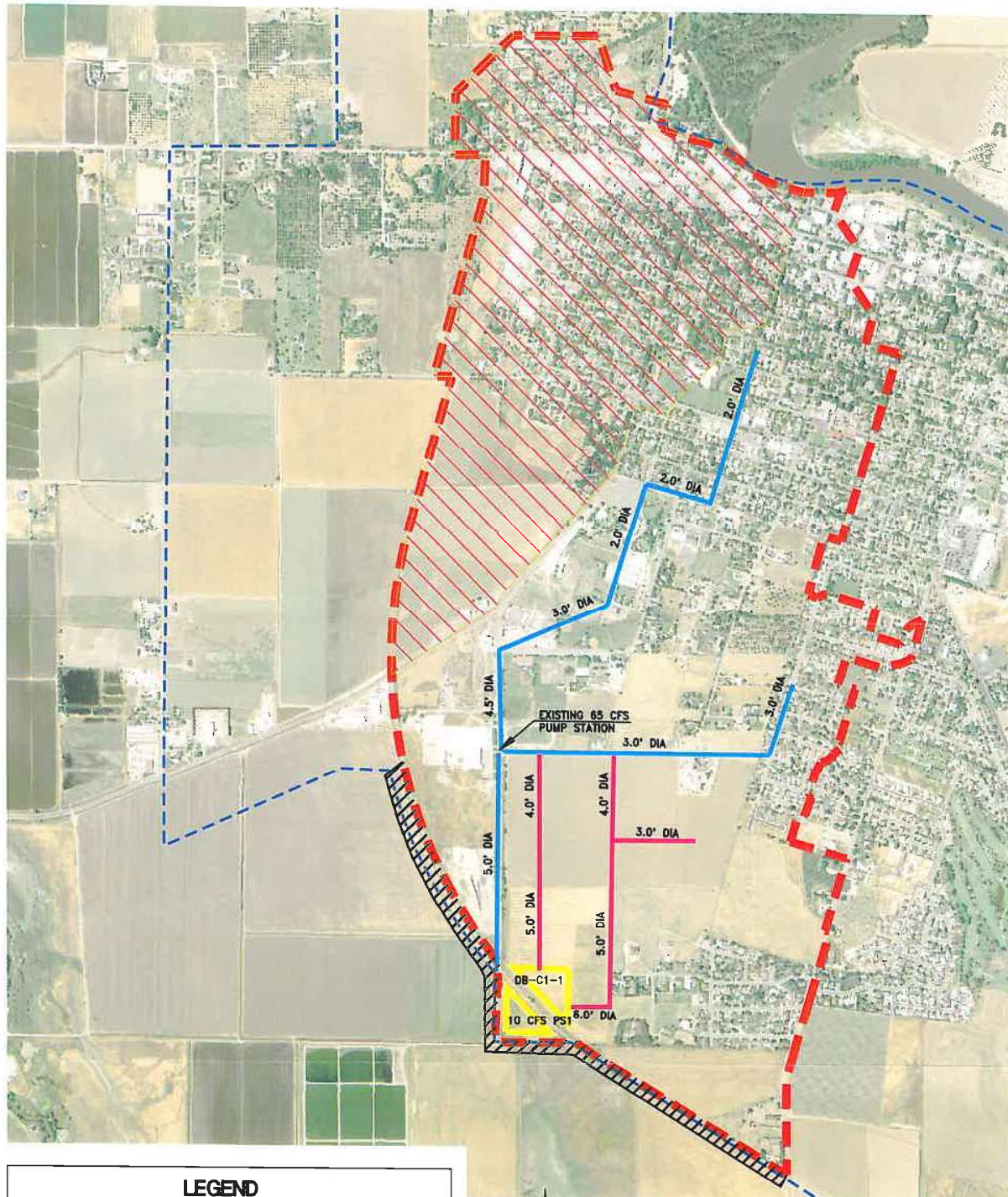


# ALTERNATIVE C1B - CENTRAL SHED CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA

CALIFORNIA

JUNE 2009



SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.



0 600 1200 2400  
SCALE: 1" = 1200'

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FIGURE 10

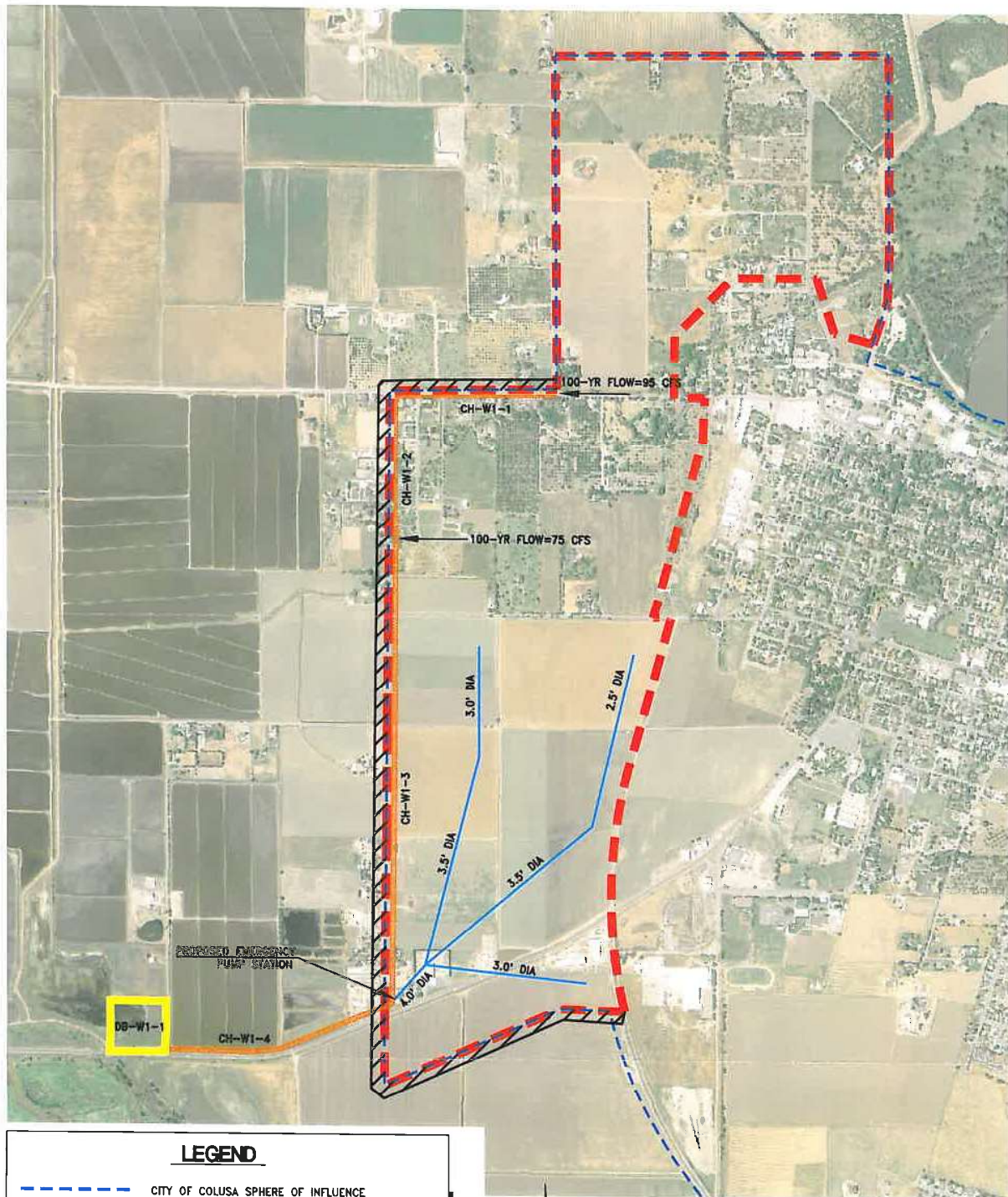


# ALTERNATIVE W1A - WESTERN SHED CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA

CALIFORNIA

JUNE 2009



## LEGEND

- CITY OF COLUSA SPHERE OF INFLUENCE
- WESTERN SHED BOUNDARY
- DETENTION BASINS
- PROPOSED PIPES
- PROPOSED CHANNEL
- PROPOSED BERM/BARRIER

0 600 1200 2400  
SCALE: 1"=1200'



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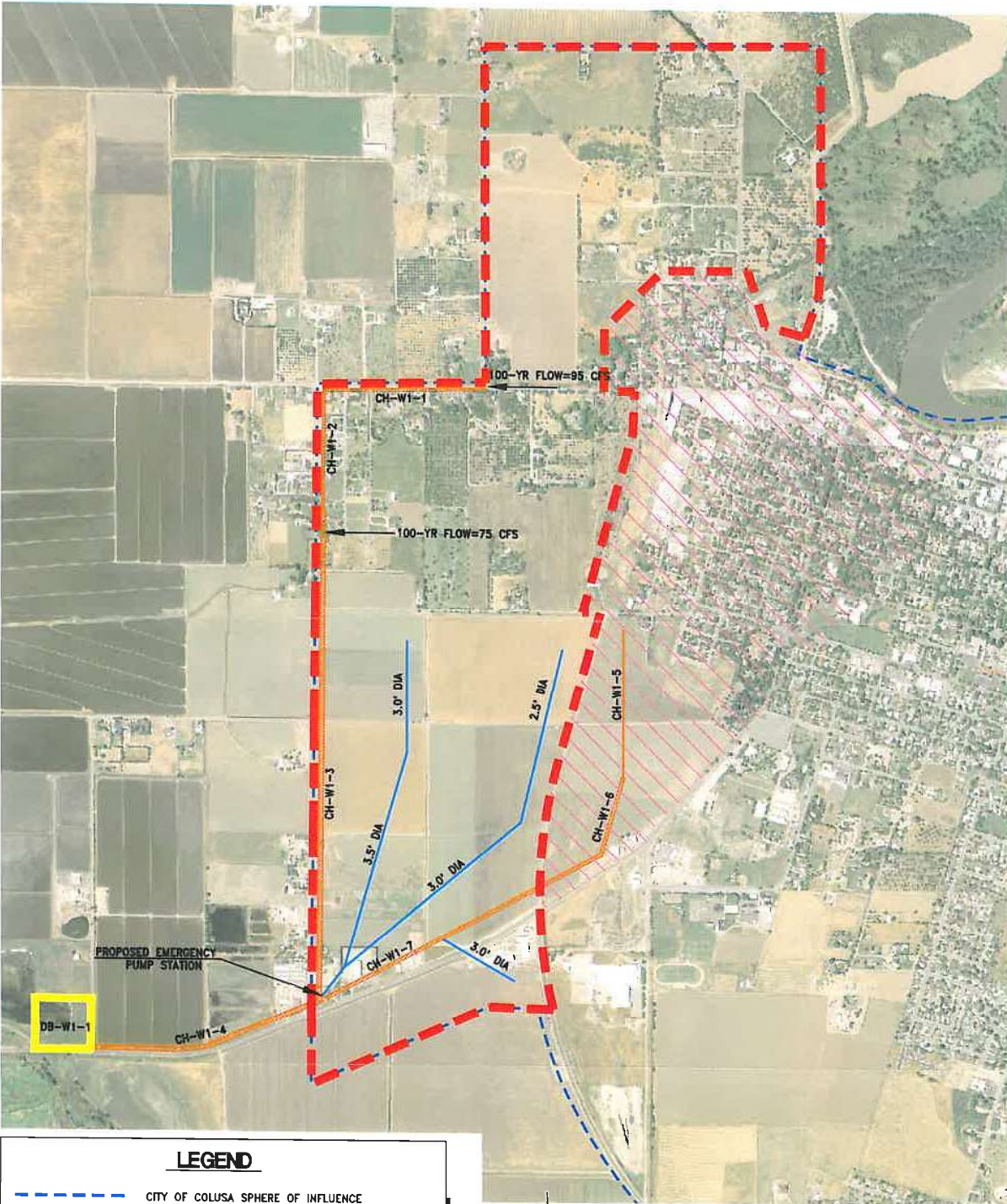
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# ALTERNATIVE WB - WESTERN SHED CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA CALIFORNIA  
JUNE 2009



**LEGEND**

- CITY OF COLUSA SPHERE OF INFLUENCE
- WESTERN SHED BOUNDARY
- DRAINAGE AREA DIVERTED FROM CENTRAL SHED
- DETENTION BASINS
- PROPOSED PIPES
- PROPOSED CHANNEL
- PROPOSED BERM/BARRIER

0 600 1200 2400  
SCALE: 1"=1200'

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SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.

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FIGURE 12

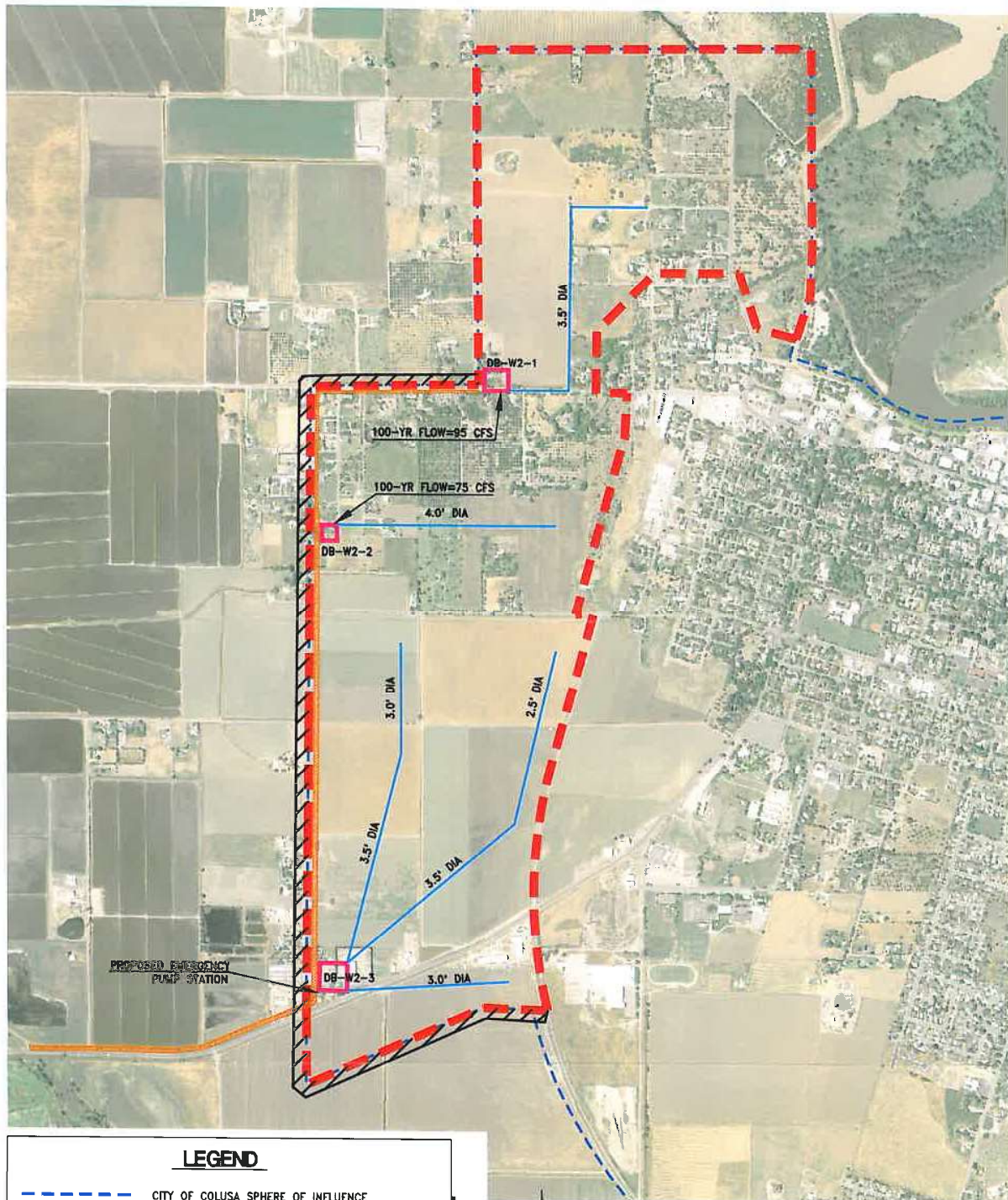


# ALTERNATIVE W2 - WESTERN SHED CITY OF COLUSA DRAINAGE MASTER PLAN

CITY OF COLUSA

CALIFORNIA

JUNE 2009



## LEGEND

- CITY OF COLUSA SPHERE OF INFLUENCE
- WESTERN SHED BOUNDARY
- DETENTION BASINS
- PROPOSED PIPES
- PROPOSED CHANNELS
- PROPOSED BERM/BARRIER

SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7.

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FIGURE 13

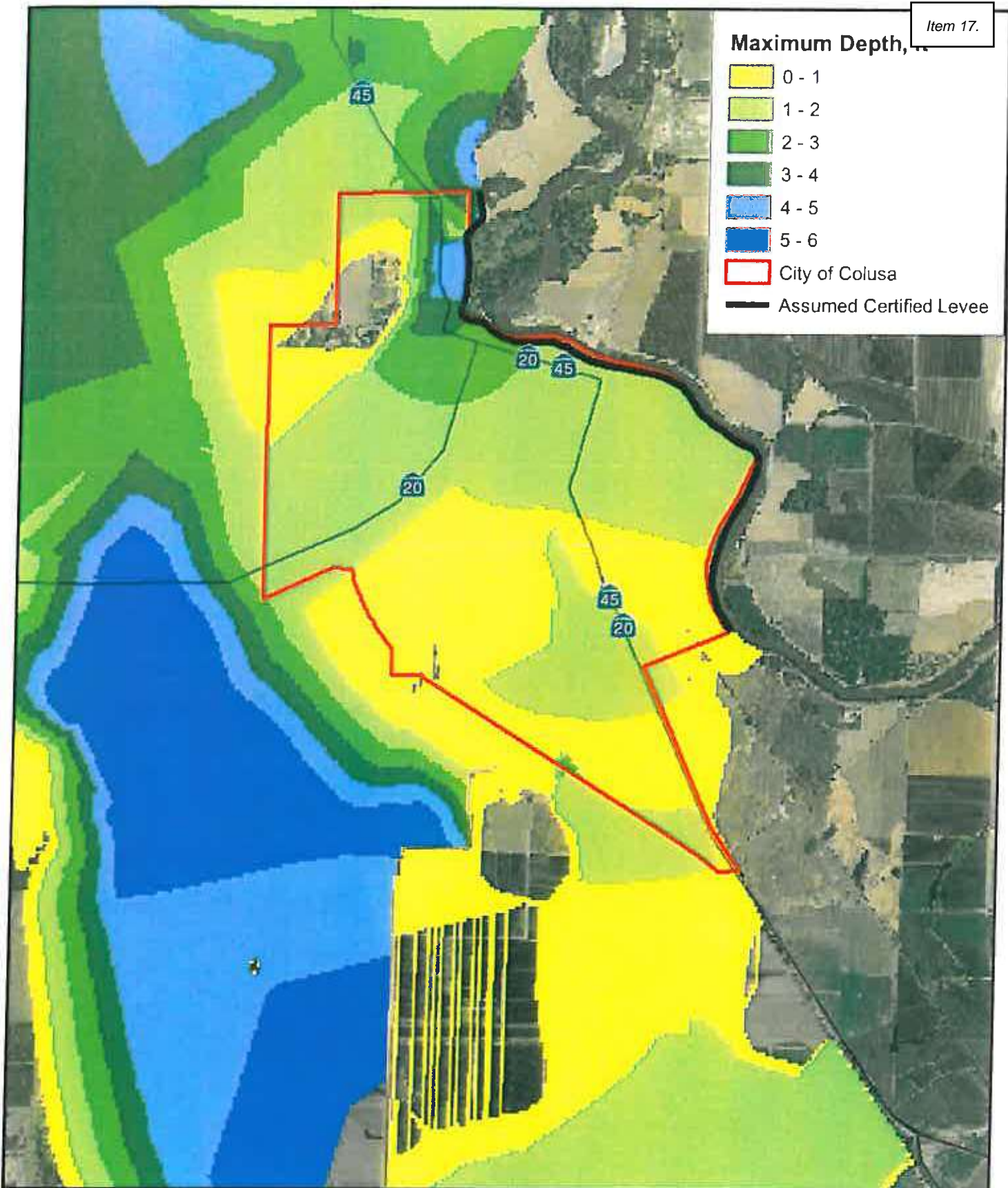


## Maximum Depth, ft

- 0 - 1
- 1 - 2
- 2 - 3
- 3 - 4
- 4 - 5
- 5 - 6

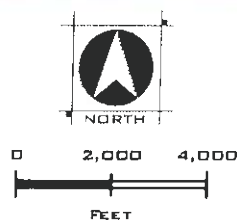
City of Colusa

Assumed Certified Levee



**EXISTING CONDITION  
NORTHERN LEVEE BREACH  
0 FEET UPSTREAM**

SOURCE: AERIAL BACKGROUND FROM AERIALS  
EXPRESS VERSION 5.2.7.



**JUNE 2009**

**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
3301 C Street, Bldg. 100-B Tel: 916.341.776  
Sacramento, CA 95816 Fax: 916.341.776



## Maximum Depth,

0 - 1

1 - 2

2 - 3

3 - 4

4 - 5

5 - 6

6 - 7

7 - 8

8 - 9

9 - 10

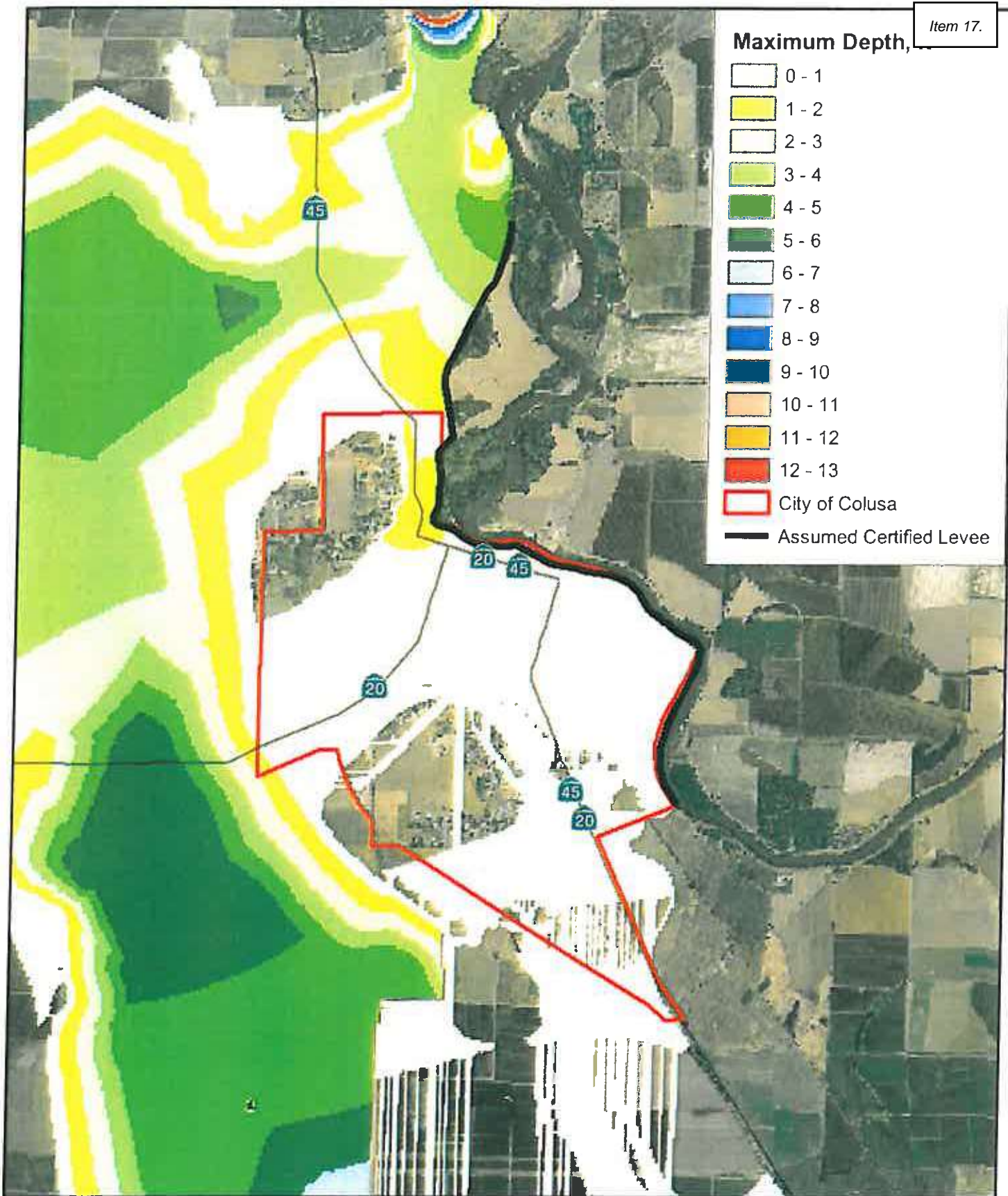
10 - 11

11 - 12

12 - 13

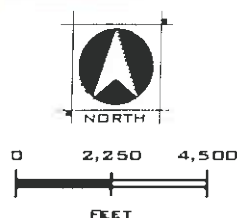
City of Colusa

Assumed Certified Levee



**EXISTING FLOODING  
NORTHERN LEVEE BREACH  
7000 FEET UPSTREAM**

SOURCE: AERIAL BACKGROUND FROM AERIALS  
EXPRESS VERSION 5.2.7.



JUNE 2009



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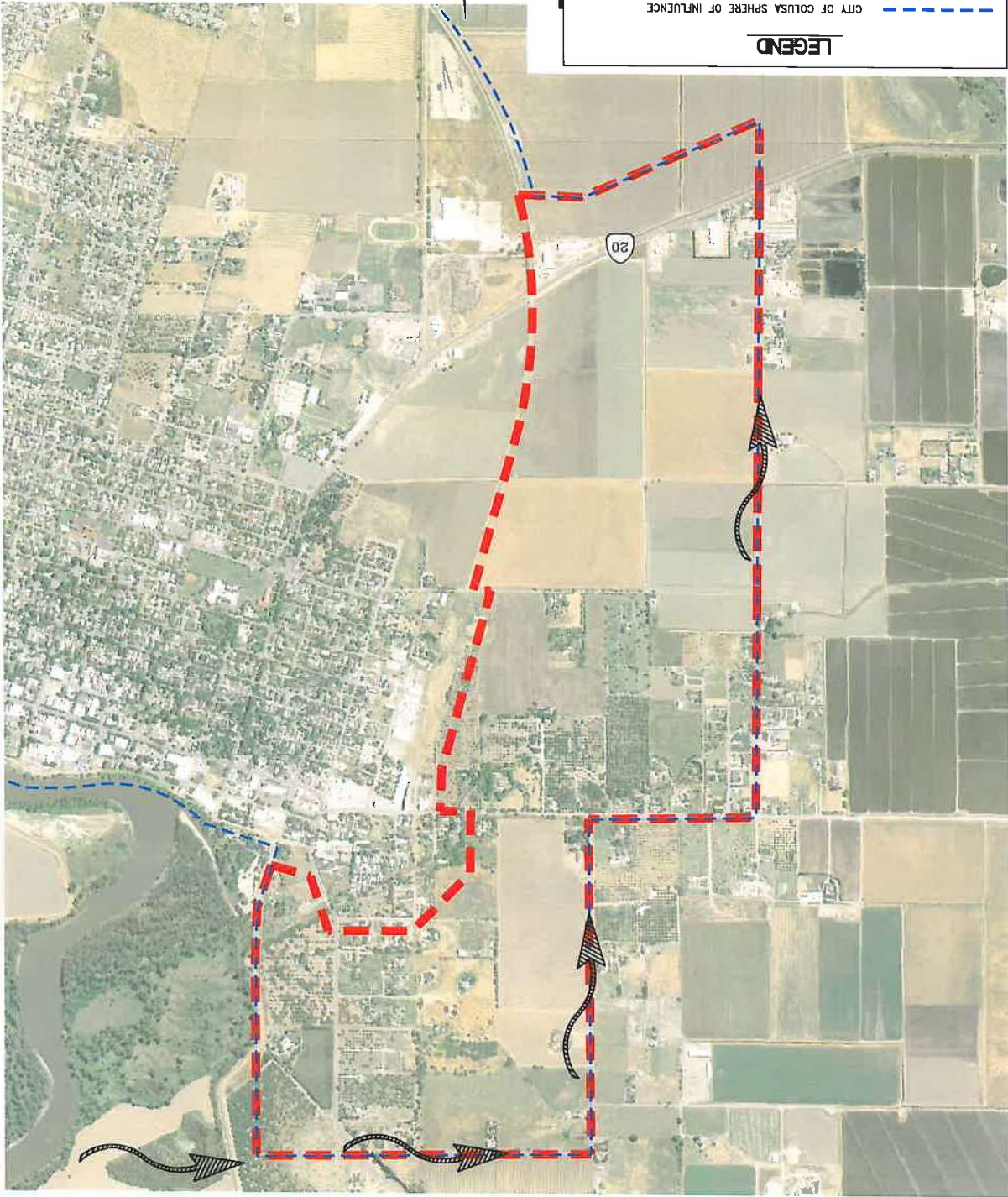


# CITY OF COLUSA DRAINAGE MASTER PLAN

WESTERN CONCEPTUAL LAYOUT IMPACTS

JUNE 2009

CITY OF COLUSA  
CALIFORNIA



LEGEND

- CITY OF COLUSA SPHERE OF INFLUENCE
- - - WESTERN SHED BOUNDARY
- FLOW FROM RIVER LEVEL BREACH

SOURCE: AERIAL BACKGROUND FROM AERIALS EXPRESS VERSION 5.2.7

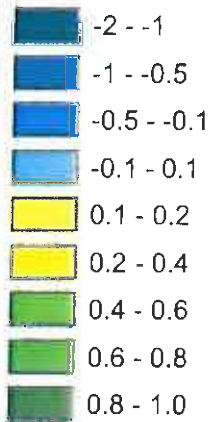
**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
3301 C St. Bldg. 100-B  
Sacramento, CA 95816  
Tel 916.341.7760  
Fax 916.341.7767

J:\kbs\3307\_Portico\3307007BMP\Civil Studies\Draw\Figures\Alternatives\Figure16\_c-Western-Conceptual.dwg 6/23/09 12:31pm rsbed

FIGURE 16



## WSEL Impact, ft

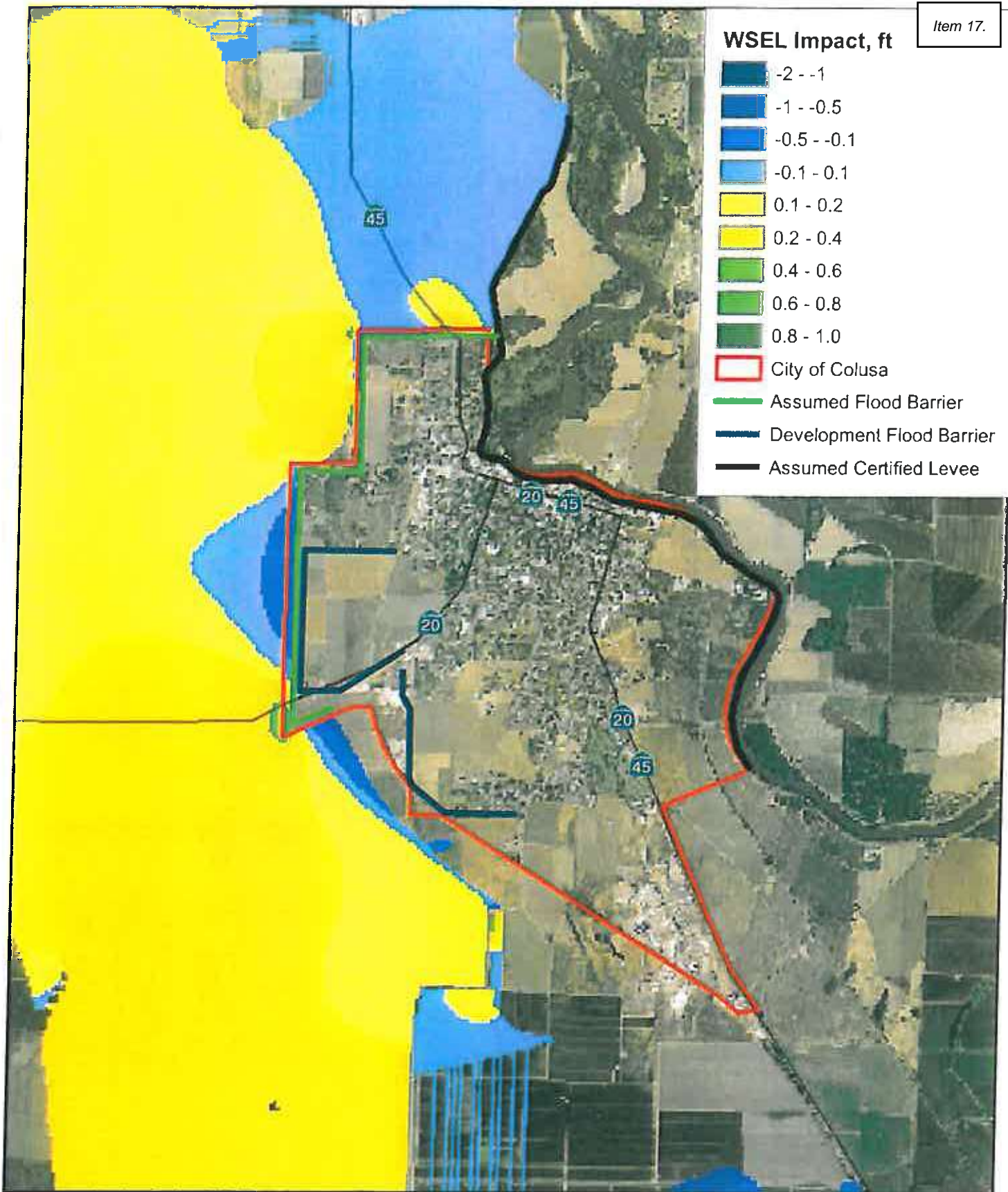


City of Colusa

Assumed Flood Barrier

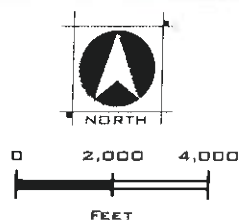
Development Flood Barrier

Assumed Certified Levee



**2-D COMPARISON  
BARRIER/CHANNEL VS. EXISTING  
NORTHERN LEVEE BREACH  
0 FEET UPSTREAM**

SOURCE: AERIAL BACKGROUND FROM AERIALS  
EXPRESS VERSION 5.2.7.



JUNE 2009

**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
3301 C Street, Bldg. 100-B Tel: 916.341.776  
Sacramento, CA 95816 Fax: 916.341.776

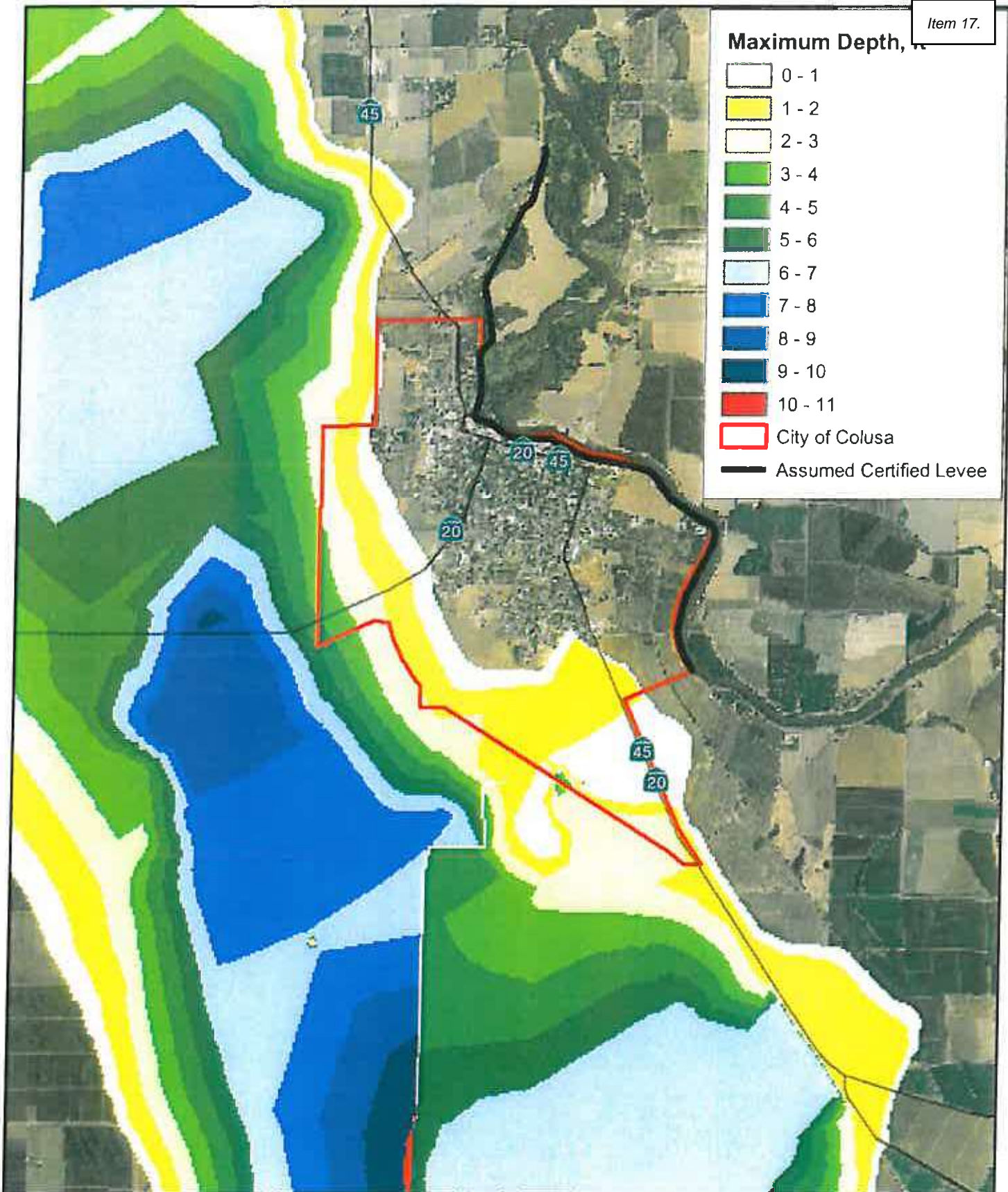


## Maximum Depth, ft

- 0 - 1
- 1 - 2
- 2 - 3
- 3 - 4
- 4 - 5
- 5 - 6
- 6 - 7
- 7 - 8
- 8 - 9
- 9 - 10
- 10 - 11

City of Colusa

Assumed Certified Levee



## 2-D FLOODING 100,000 CFS UPSTREAM BREACH

SOURCE: AERIAL BACKGROUND FROM AERIALS  
EXPRESS VERSION 5.2.7.



0 2,500 5,000  
FEET

JUNE 2009



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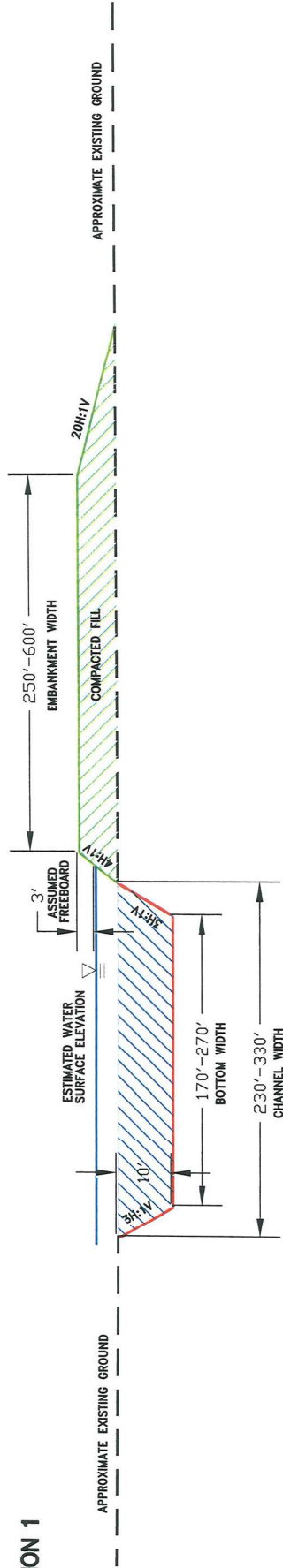


# TYPICAL CROSS SECTION - BARRIER/CHANNEL CITY OF COLUSA DRAINAGE MASTER PLAN

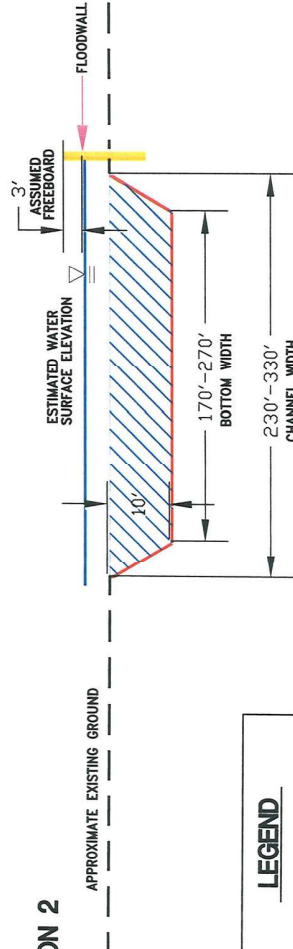
CITY OF COLUSA CALIFORNIA

JUNE 2008

OPTION 1



OPTION 2



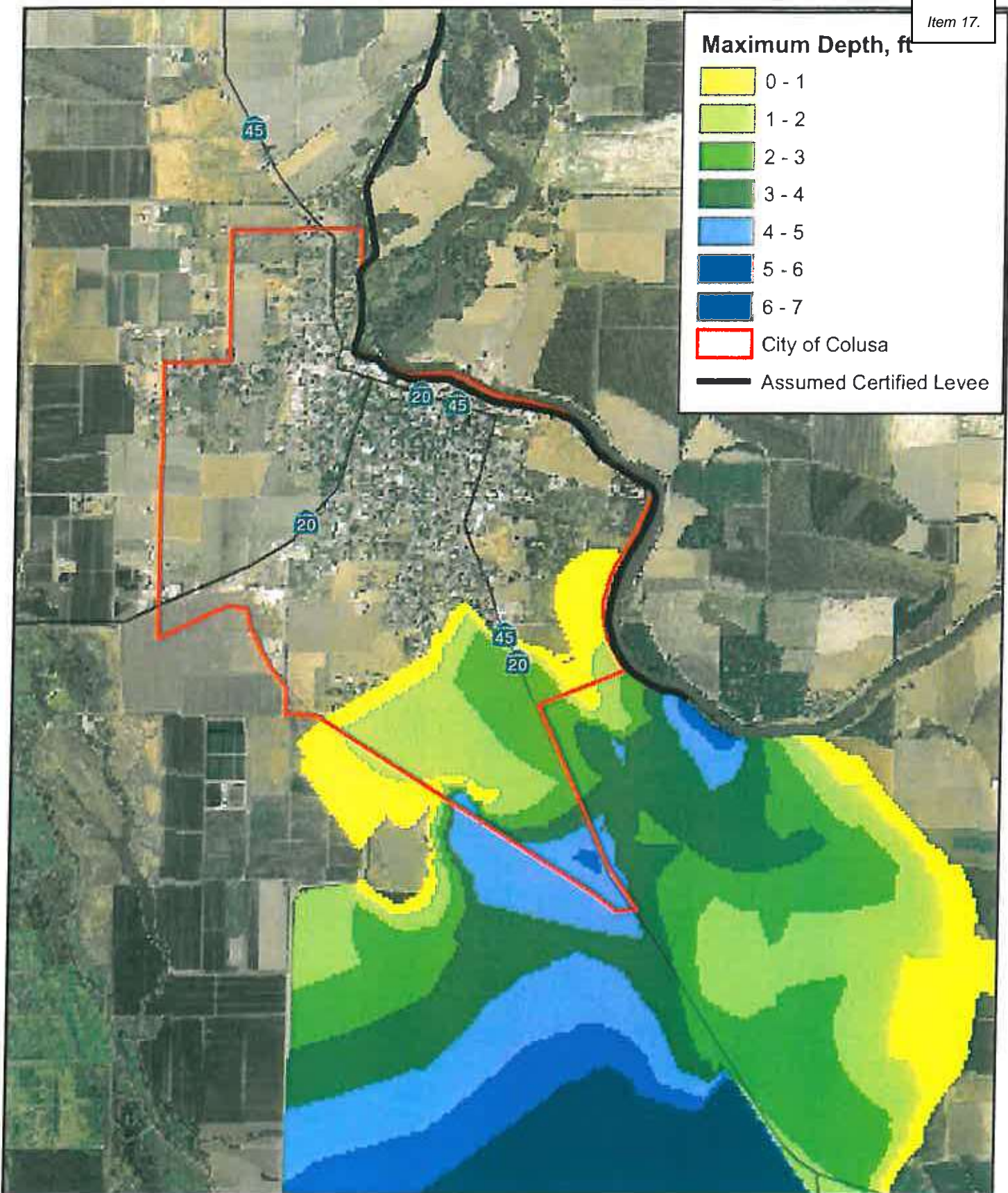
LEGEND	
	ESTIMATED WATER SURFACE
	EMBANKMENT
	APPROXIMATE EXISTING GROUND
	EXCAVATED CHANNEL
	EXCAVATION
	COMPACTED FILL

HORIZONTAL SCALE: 1"=100'

NOTE: CROSS SECTION LOOKING UPSTREAM.

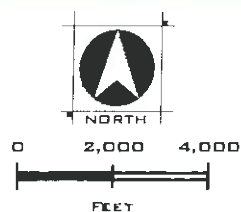


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Sacramento, CA 95816 Fax 916.341.7767



**EXISTING FLOODING  
SOUTHERN LEVEE BREACH  
2000 FEET DOWNSTREAM**

SOURCE: AERIAL BACKGROUND FROM AERIALS  
EXPRESS VERSION 5.2.7.

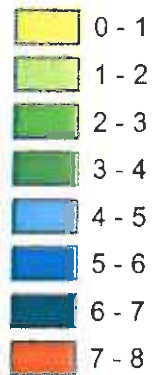


**JUNE 2009**

**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
3301 C Street, Bldg. 100-B Tel: 916.341.77  
Sacramento, CA 95816 Fax: 916.341.77

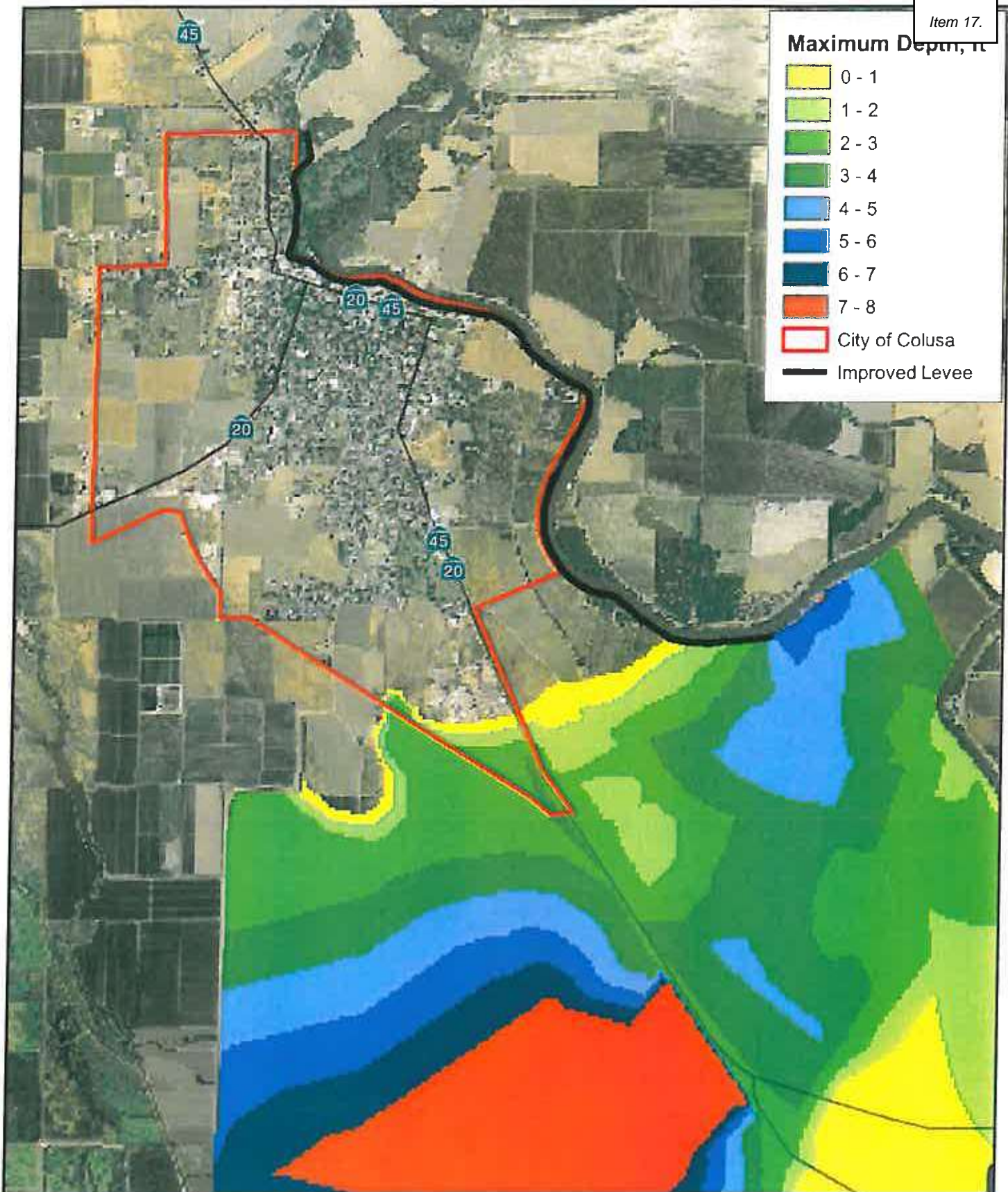


## Maximum Depth, ft



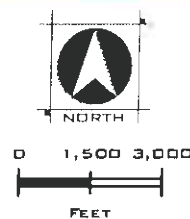
City of Colusa

Improved Levee



**EXISTING FLOODING  
SOUTHERN LEVEE BREACH  
7000 FEET DOWNSTREAM**

SOURCE: AERIAL BACKGROUND FROM AERIALS  
EXPRESS VERSION 5.2.7.



JUNE 2009



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Sacramento, CA 95816 Fax: 916.341.7777



**WSEL Impact, ft**

&lt; -0.1

-0.1 - 0.1

0.1 - 0.5

0.5 - 1.0

1.0 - 1.5

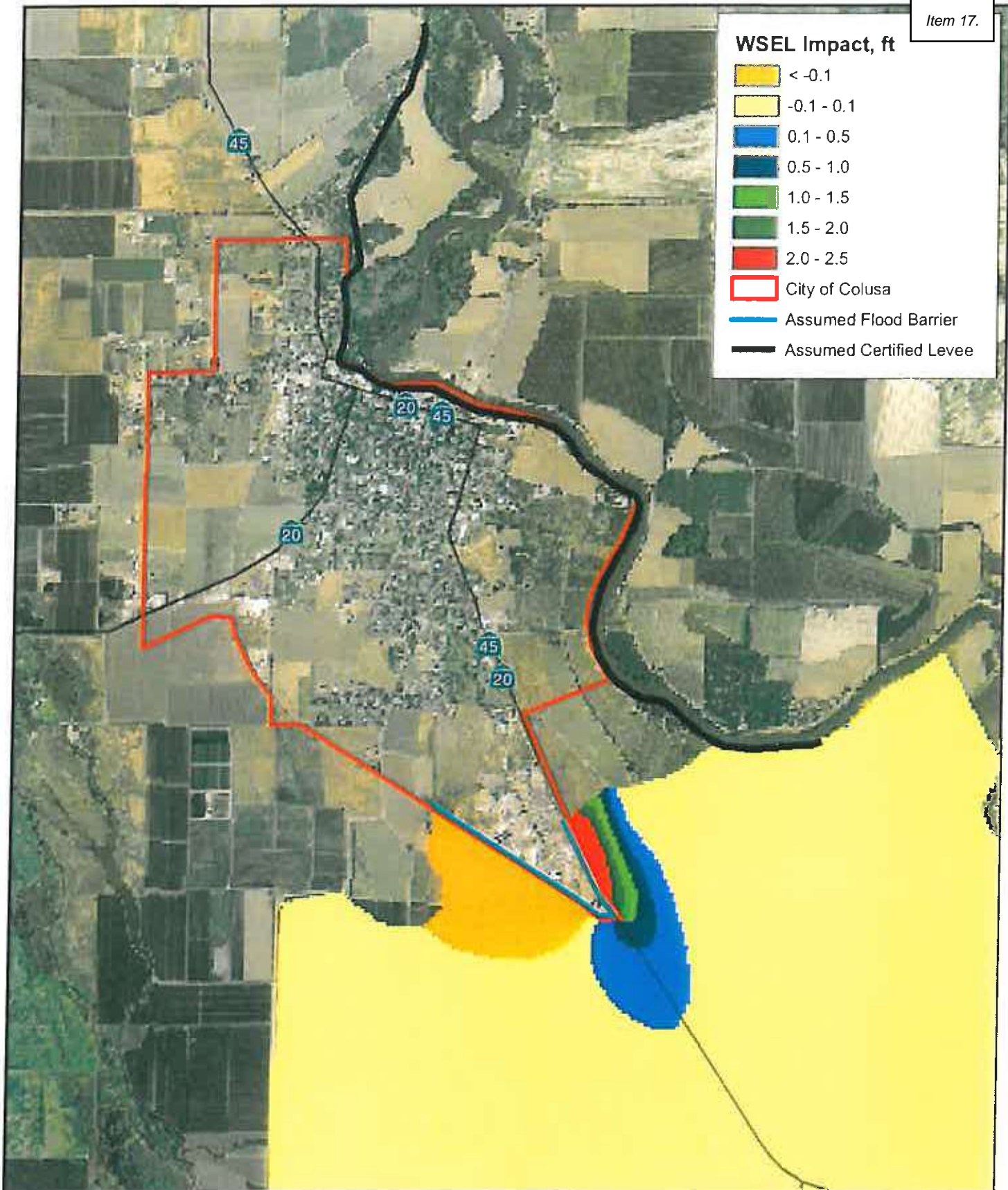
1.5 - 2.0

2.0 - 2.5

City of Colusa

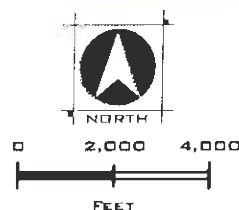
Assumed Flood Barrier

Assumed Certified Levee



### 2-D COMPARISON ELEVATED GENERAL PLAN VS. EXISTING

SOURCE: AERIAL BACKGROUND FROM AERIALS  
EXPRESS VERSION 5.2.7.

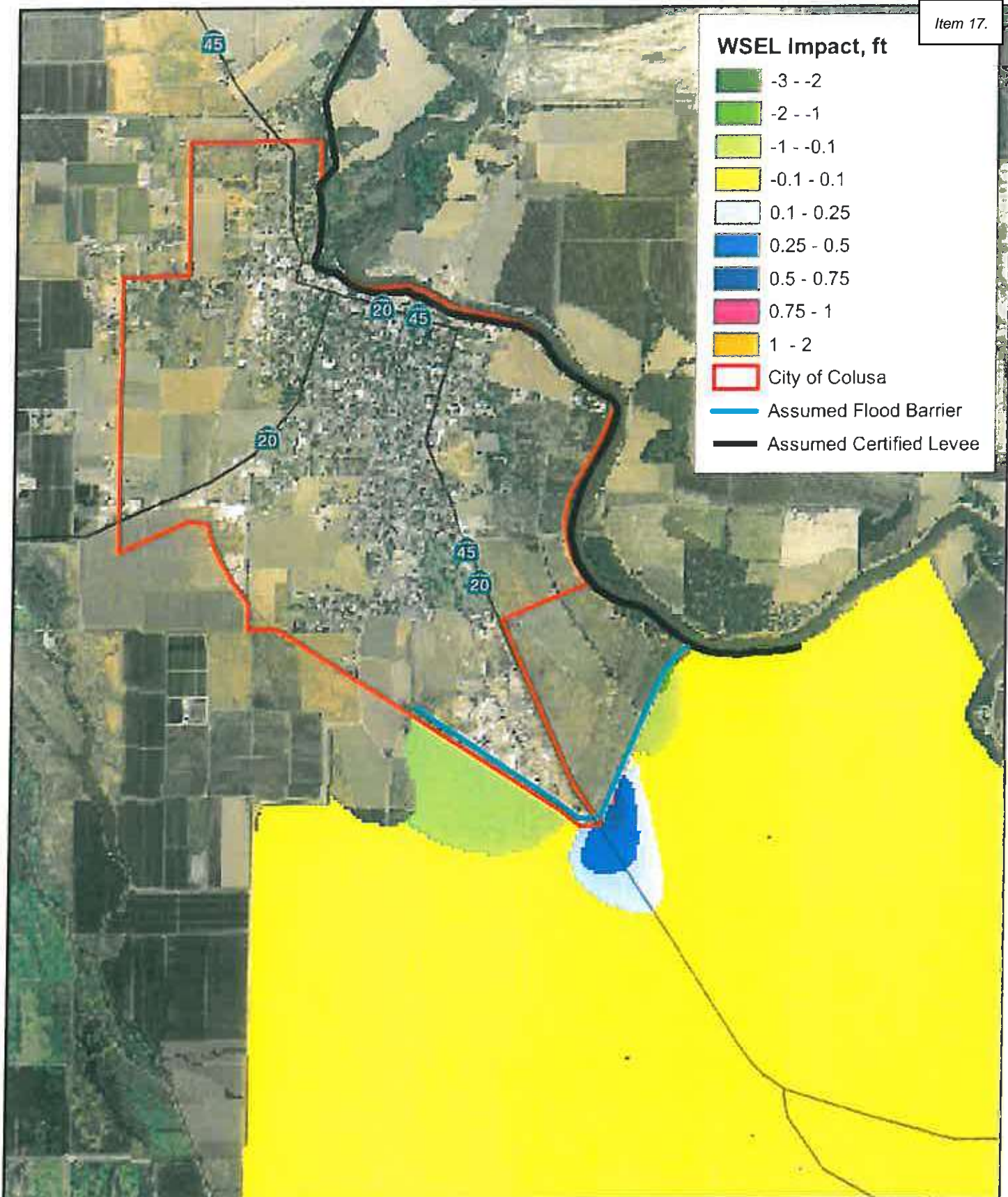


JUNE 2009



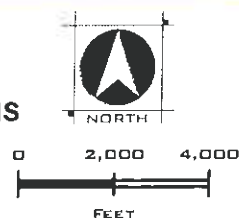
**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
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Sacramento, CA 95816 Fax: 916.341.77





## 2-D COMPARISON PROPOSED CONDITION WITH BARRIER/CHANNEL VS. EXISTING CONDITIONS

SOURCE: AERIAL BACKGROUND FROM AERIALS  
EXPRESS VERSION 5.2.7.



JUNE 2009

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### Colusa Police Department Hiring and Retention

Over the last several years the Colusa Police Department has struggled to hire and retain quality employees. This is largely in part because the salary range of the police department is not comparable to the workload and the salary of other surrounding agencies. The below table shows the activity of each department for 2021. These numbers were compiled from each agency. Every agency tracks its data differently so the numbers below are as accurate as possible. The California Highway Patrol (Williams CHP) was not included.

	CAD Calls for Service	Agency Dispatched Calls for Service	Agency Assists	Citations	Reports	Arrests	Traffic Stops
<b>Colusa Police Department</b>	<b>3893</b>	<b>1107</b>	<b>398</b>	<b>782</b>	<b>826</b>	<b>274</b>	<b>2304</b>
Williams Police Department	2299	2477* Includes walk in's	291	416	589	342	963
Colusa County Sheriff's Office	5229	All County call are CAD dispatched.	85	381	1235	256	No Data Provided

The salary range for the surrounding agencies in the county as well above what the Colusa Police Department salary is. The current salary range for CPD is listed below. This is base rate pay for top step officer only.

	<u>Step 1</u>	<u>Step 5</u>
<b>Colusa PD</b>	<b>\$4,192.00</b>	<b>\$5095.00</b>

Both the Colusa County Sheriff's Office and Williams Police Department offer significantly higher pay.

	<u>Step 1</u>	<u>Step 5</u>
<b>Colusa SO</b>	<b>\$4,923.00</b>	<b>\$6013.00</b>
<b>Williams PD</b>	<b>\$4,850.82</b>	<b>\$5896.20**</b>

\*\*This is only WPD year 1 (2022) contract pay. Year 2 (2023) will go up another 3-6% depending on CPI.

In the last several years, CPD has lost seasoned employees to both Colusa County SO and Williams PD, one being our K9 handler.

CPD has also lost an employee to the Sutter County Sheriff's Office recently. This employee left because Sutter County has more opportunities for special assignments i.e.; K9, Detective, Narcotics, Boats, Gang Suppression as well as a higher salary. CPD has a hard time offering these positions because we cannot keep staff nor an adequate staffing level.

CPD is at critically low staffing currently. The current staffing includes:

- 1 Chief
- 1 Lieutenant
- 1 Sergeant
- 4 Officers (1 on modified duty)

As such, to maintain 24/7 staffing this means that the 1 Sergeant and 3 Officers are working 12 hours shifts on a 3 on 4 off, 4 on 3 off schedule. They work alone, except for Monday- Friday when the Chief and Lieutenant help often for coverage.

This is an officer safety issue. Often CPD relies on Colusa County Sheriff's Office, CHP, and even Williams Police Department for coverage and assistance as needed. Additionally, CPD is not able to conduct as much proactive enforcement such as traffic, extra patrol, bike patrol, foot patrol, abandoned vehicle removal/ parking enforcement as well as participate in various community events as the staffing just simply does not allow it. The police department does not have a Detective. This means officers must do all their own follow up, along with handle additional calls for service. The city's general plan outlines 2 officers for every 1000 residents. The current census for the City of Colusa is 6499 people. 13 officers are needed for adequate coverage.

Other agencies in the Yuba/ Sutter area offer not only higher pay, special assignments and incentives, but also large hiring bonuses for lateral (experienced) officers. A few notable agencies are Yuba County Sheriff (\$2500.00-\$10,000.00). Yuba City Police Department (\$15,000.00+). CPD has lost officers to both of these agencies. Other incentives include take-home vehicles up to a certain mileage, not just if you live in the City or County.



Training and experience are critical in law enforcement and keeping both the citizens of Colusa safe as well as police department personnel. The average police academy is 6 months long. The hiring process takes anywhere from 2-4 months. The required field training is another 10-18 weeks after hiring before you have an officer that can work in a “solo officer” capacity. This means that it can take close to a year to fully fill a vacant position.

The Colusa Police Department recently lost out on a lateral (experiences officer) applicant as Colusa County offered far more pay and opportunity. This applicant (now a Colusa County Deputy) is a resident of the City of Colusa.

Also attached is a current salary survey. The agencies listed are the agencies that were used during the last salary contract negotiations. Information below was compiled by Mastagni Holstedt.

### Police Sergeant

Agency	Position Title	Bargaining Unit	Top Step Salary
Williams	Police Sergeant	WPOA	\$ 7,999.46
Gridley	Police Sergeant	GPOA	\$ 7,002.00
Winters	Police Sergeant	WPSA	\$ 7,853.00
Chico	Police Sergeant	CPOA	\$ 9,694.53
Marysville	Police Sergeant	MPOA	\$ 6,919.27
Yuba City	Police Sergeant	YPS	\$ 8,938.00
Colusa County	Sergeant	DSA	\$ 7,152.00
Colusa City	Police Sergeant	CPOA	\$ 6,013.00
<b>Mean</b>			\$ 7,936.90
<b>Difference</b>			-32.00%

### Police Officer

Agency	Position Title	Bargaining Unit	Top Step Salary
Williams	Police Officer	WPOA	\$ 6,780.63
Gridley	Police Officer	GPOA	\$ 5,808.00
Winters	Police Officer	WPOA	\$ 6,714.00
Chico	Police Officer	CPOA	\$ 7,217.60
Marysville	Police Officer	MPOA	\$ 5,975.93
Yuba City	Police Officer	YPOA	\$ 7,462.00
Colusa County	Deputy Sheriff	DSA	\$ 6,013.00
Colusa City	Police Officer	CPOA	\$ 5,197.00
<b>Mean</b>			\$ 6,567.31
<b>Difference</b>			-26.37%

\*\*5 step salary range, no longevity included.

