



CITY COUNCIL MEETING

Tuesday, May 06, 2025

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

AGENDA

Zoom Information:

<https://us06web.zoom.us/j/85200701051>

Meeting ID: 852 0070 1051 Passcode: 086453

Mobile: 669-444-9171, ID 85200701051

Mayor – Ryan Codorniz

Mayor Pro Tem – Denise Conrado

Council Member – Daniel Vaca

Council Member – Greg Ponciano

Council Member – Dave Markss

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

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

1. Approve - April 15 Council Draft Minutes
2. Receive and File - Police Department March report
3. Receive and File - Code Enforcement April report

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

PUBLIC HEARING

4. Public Hearing to introduce Zoning Ordinance 49

Recommendation: Council to open the Public Hearing and;

Council to introduce and read by title only the "Ordinance of the City of Colusa City Council adding a new Article 49 - Accessory Dwelling Units and Junior Accessory Dwelling Units to

Appendix A- Zoning of the City of Colusa Municipal Code and finding this action exempt from the California Environmental Quality Act "

COUNCIL CONSIDERATION

5. Consideration of the revised Lease Agreement with SF Metalworks for continued tenancy in the Colusa Bio Innovation Center

Recommendation: Council to adopt the Resolution approving a Lease with Ronald Joe Moore at 1480 Will S Green for 12,933 square feet and authorizing the City Manager to sign the lease agreement.

6. Consideration to purchase Surplus Type 1 OES Engine, and approval to use Colusa Collision Center for painting services.

Recommendation: Council to adopt the Resolution authorizing the purchase of a Surplus Type 1 Fire Engine from the Office of Emergency Services and approving the use of the Colusa Collision Center for painting services.

DISCUSSION ITEMS

Police Department update

Clean California grant

Update on the Arco project

FUTURE AGENDA ITEMS

ADJOURNED TO CLOSED SESSION

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

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

REPORT ON CLOSED SESSION



SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

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

hours before the meeting, those reports and documents will also be available for public inspection at the front desk of the City and on the day of the meeting in the Council Chambers.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, persons requiring accommodations for a disability at a public meeting should notify the City Clerk at least 48 hours prior to the meeting at (530) 458-4941 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.

“This institution is an equal opportunity employer and provider”



CITY COUNCIL MEETING

Tuesday, April 15, 2025

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

MINUTES

CALL TO ORDER- Mayor Codorniz called the meeting to order at 6:00 pm.

ROLL CALL – Council Members Markss, Ponciano, Conrado and Mayor Codorniz were present. Council Member Vaca was absent/excused.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – None.

PRESENTATION

Mayor Codorniz presented the 10-Year Service Award to Joe Martinez.

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

1. Approve - February 18, March 18, April 1 and April 9 Council Draft Minutes
2. Receive and File - Finance Department March report
3. Receive and File - Code Enforcement March report
4. Receive and File - March Warrants List
5. Receive and File - HDL Quarterly Sales Tax update

ACTION: Motion by Mayor Pro-Tem Conrado, seconded by Council Member Markss to approve the consent calendar. Motion passed unanimously.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Councilmembers provided updates on meetings and events they attended.

City Attorney Jones noted evaluations were sent to council members.

City Manager Cain provided updates on projects and meetings.

Finance Director Aziz-Khan provided updates in the Finance Department.

Police Chief Fitch provided updates in the Police Department.

Fire Chief Conley provided updates in the Fire Department.

City Engineer Swartz provided updates on projects.

COUNCIL CONSIDERATION

6. Consideration of a Resolution of a Determination of Public Convenience or Necessity for Valencia's Market at 950 6th Street, Colusa, CA 95932

ACTION: With no public comments, motion by Councilmember Ponciano, seconded by Mayor Pro-Tem Conrado to adopt **Resolution 25-21** approving the public convenience or necessity for a Type 20 Alcoholic Beverage Control License for Valencia's Market. Motion passed 4-0 by the following roll-call vote:

AYES: Markss, Ponciano, Conrado, and Codorniz.

NOES: None.

ABSENT: Vaca.

7. Consideration of a Resolution authorizing the City Manager to sign the Lease Agreement with Glanris, Colusa LLC for 37,000 square feet at 1480 Will S Green Avenue, the former Pirelli Building which is now called the Colusa Bio Innovation Center.

City Manager Cain provided a report.

PUBLIC COMMENTS: Citizen Connie Aden commented on the poor condition of the road leading to the facility. Jason Inof from Glanris answered questions from the council. Deputy City Attorney Hillebrand stated council could approve the Resolution with the expectation that a further amendment clarifying the exterior lease area and a cap on the improvement would be considered at the next meeting.

ACTION: Motion by Mayor Pro Tem Conrado, seconded by Councilmember Ponciano to adopt **Resolution 25-22** approving the Lease Agreement with Glanris Colusa LLC. Motion passed 4-0 by the following roll-call vote:

AYES: Markss, Ponciano, Conrado and Codorniz.

NOES: None.

ABSENT: Vaca.

8. Consideration of the Resolution approving the Fixed Assets Policy as the City Manager and City Staff recommended.

ACTION: With no public comments, motion by Councilmember Markss, seconded by Mayor Codorniz to adopt Resolution 25-23 approving the Fixed Asset Policy with a clarification. Motion passed 4-0 by the following roll-call vote:

AYES: Markss, Ponciano, Conrado and Codorniz.

NOES: None.

ABSENT: Vaca.

FUTURE AGENDA ITEMS

Purchasing Policy

Update on the Arco project

ADJOURNED at 7:00 pm

RYAN CODORNIZ, MAYOR

Shelly Kittle, City Clerk

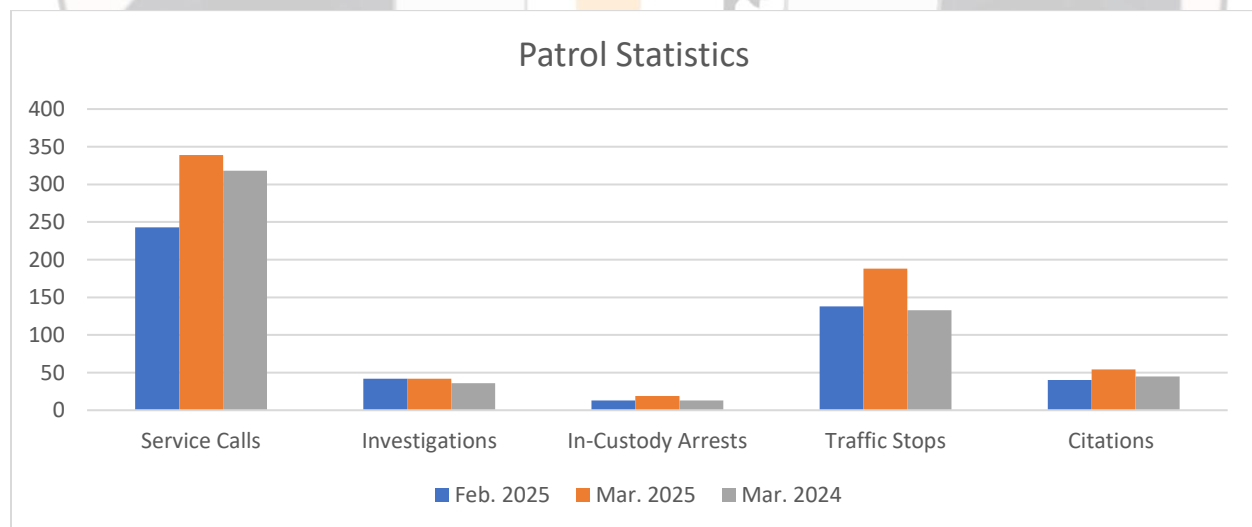
Colusa Police Department

Monthly Report for March 2025

Monthly Activities

- City Council Meetings
- Participated in the School Attendance Review Board (SARB)
- Conducted CCW interviews
- Attended Cannabis Operator meeting
- Participated in meetings with Flock Safety (LPR/Traffic Camera company)
- Attended the Colusa County Task Force quarterly meeting
- Attended the ribbon cutting event for the new inclusive playground at C.D. Semple Park

Monthly Statistics



- There were 339 calls for service for patrol officers with 24 agency assists. The call volume in March increased from that of February by nearly 100 calls for service.
- During March, there were 13 in-custody arrests. There were 5 citations issued in lieu of a subject being booked in jail. There were only 3 domestic violence related incidents reported. This is very out of the ordinary. There were 42 reports initiated. The monthly average is typically around 40.
- During the month of March, officers initiated 188 traffic enforcement stops. There were 54 citations issued. The citations were issued for various moving and mechanical violations, including several for texting while driving. One driver was not only cited for reckless driving but also had his car towed. There was 1 reportable traffic collision that was non-injury. 'Hit and Run' collisions are not included in these statistics but instead are included in crime statistics. There was only 1 DUI related arrest.

- The Police Services Manager handled 65 calls for service during the month of March. These calls for service don't include telephone calls handled by the Police Services Manager.

Items of Interest

- Officers Herrera, Lambgino, and Sachez have all successfully completed their Field Training Programs! They're now solo patrol officers.
- Code Enforcement is out and about marking vehicles that are parked on the city streets for more than 120 hours and/or expired vehicle registration. During the month of March, Officers assisted the Code Enforcement Officer with towing 2 vehicles.
- Once again, the scammers are back and target the elderly. Suspects representing themselves as members of local law enforcement and/or law enforcement from the federal government do not collect any restitution payments nor fines for someone's identity being falsely used. You will never be asked for payment specifically in cash, gold, or bit coin. These scams often begin with calls or emails. Simply, do not answer calls or respond to emails from suspicious phone numbers or email addresses. If you do receive suspicious emails and/or phone calls, please contact your local jurisdiction.
- ATTENTION PARENTS! Please do NOT allow your children to drive without being properly licensed. Not only will your child be cited for being an unlicensed driver, but your vehicle is also subject to being towed. The fine for being an unlicensed driver is approximately \$400.00. The fees with the vehicle being towed in approximately \$250.00. Finally, you as the parent, could be criminally charged with violating section 14604(a) of the California Vehicle Code which is a misdemeanor. The minimum fine alone is approximately \$700.00. This doesn't include the lost wages from missing work and other possible court associated fees as well. Is the 'convenience' of having your child drive themselves to school really worth it?

Code Enforcement Monthly Report**04/01/2025 to 04/30/2025****Total Alleged Violations: 8****Active: 4****Pending: 4****Compliance / Closed: 3 (resolved in the field)****Complaints Received: - 5 (via landline) / - 1 (email portal) / 2 - (In Person)**

Continuous Parking 11-8(z), Wrong Side Parking 11-8 (e) & Expired Vehicles / Abandoned Junk / Animals

Letters Sent: 11**In the field findings:****Shopping Carts: (2)** (Sav Mor / (0) Rite Aid (0) Dollar General**Note: Business(es) advised to pick up carts as needed****Tagged Vehicle(s) 28 – Towed (4) Vehicle(s)****Types of Violations:**

Vehicle / Nuisance Junk -Weed / Animals

Continuous Follow Ups Conducted Daily – Compliance in Progress

Training / EducationContinue Community & Resource Relations / Translating Codes & Ordinance(s) into Spanish while interacting with Hispanic Community / Heat Illness Prevention Training

Notes:

Daily drive-bys / Walkthrough of Cannabis Locations (odor inspections) - Equipment Inspections / Cannabis Facility Walk Through's / Cannabis Partner relations / Shadowed DDC Inspectors / Continuous Research of relevant trainings / Attended Ribbon Cutting for Rancho Colus / Attended Staff Meetings



City of Colusa California

STAFF REPORT

DATE: May 6, 2025

TO: City Council – Public Hearing Regarding Adoption of a new Article 49 - Accessory Dwelling Units and Junior Accessory Dwelling Units to be added to the Colusa Municipal Code Appendix A- Zoning.

FROM: Jesse Cain, City Manager via Sadie Ash, Grants &
Jake Morley, Planning Consultant

AGENDA ITEM: City Council to hold a public hearing to introduce Zoning Ordinance 49

Report in Brief: The City of Colusa’s Municipal Code currently lacks specific language addressing Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). While ADUs and JADUs have been identified by the State of California as an important strategy to help address the ongoing housing crisis, the City has not yet adopted local ordinances to reflect this. Since 2016, the State has updated ADU and JADU laws approximately thirty-one times to reduce barriers, streamline the approval process, and expand housing options for a diverse range of residents—including family members, students, seniors, in-home caregivers, and individuals with disabilities. In the absence of local regulations, the City is required to rely on and enforce state standards by default.

Recommendation: The Planning Commission and Staff recommends that the City Council hold a public hearing on the proposed amendment to the City Zoning Code and introduce the Zoning Ordinance to add a new Article 49 - Accessory Dwelling Units and Junior Accessory Dwelling Units to the Colusa Municipal Code Appendix A- Zoning. (**Attachment 1**) by reading its title only.

BACKGROUND:

As part of the Local Early Action Planning (LEAP) grant awarded to the City of Colusa in November of 2024 from the Department of housing and Community Development (HUD), City staff is utilizing a portion of the grant funds to update the CMC regulations that pertain to the development and creation of ADUs and JADUs.

Legislative laws from the state have accelerated recently, resulting in more uniform ADU regulations across the state and removing local barriers, laws and regulations from the equation. Some state laws include:

- Addressing unpermitted ADUs or garage conversions.

- Allowing ADUs on multi-family zoned properties
- Simplifying the ADU permitting process.
- Introduce the ability for local agencies to permit separate sales of ADUs, if local agencies adopt an ordinance.
- Prohibit local agencies from imposing owner-occupancy requirements.
- Removal of parking restrictions and requirements.
- Requiring local agencies to have pre-approved ADU plans.
- Amending development restrictions to address height limits and redefine setbacks.
- Remove restrictions pertaining to non-conformity.
- Address fire sprinkler requirements.

Planning Commission

On March 19, 2025, the Planning Commission conducted a public hearing and voted (5-0) (Attachment 2) to forward a recommendation to the City Council to adopt a resolution recommending that the City Council adopt a new City Zoning Code Article 49 – Accessory Dwelling Units and Junior Accessory Dwelling Units.

During the hearing the Planning Commission discussed various aspects of the amendments, particularly around compatibility and design objectives.

DISCUSSION AND ANALYSIS:

General Plan

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

Goal HSG-1: To provide a continuing supply of affordable housing to meet the needs of existing and future Colusa residents in all income categories.

Policy HSG 1.1: The City shall enforce its land use policies that allow residential growth to be accommodated with a variety of housing types within a range of densities.

Policy HSG 1.3: The City shall ensure that adequate infrastructure and public services are available prior to approval of developments projects within the City.

Policy HSG 1.4: The City shall provide for future (long-term) regional housing needs by maintaining an adequate supply of developable land for all housing types and affordability levels.

Policy HSG 1.5: The City shall encourage the production of for-sale and rental housing units that will provide a variety of housing type, tenure and density—at all levels of affordability.

Policy HSG 1.6: The City shall promote more intensive residential development of vacant and underutilized land contiguous to existing development, particularly within walking distance of downtown Colusa, in order to reduce the cost of off-site improvements and create a compact City form.

Policy HSG 5.1: The City shall maintain sufficient capacity in the appropriate land use districts

to allow for the Regional Housing Needs Allocation.

Policy HSG 5.2: The City shall maintain sufficient multi-family designated land use and zoning districts to provide sufficient capacity for the low- and very low-income housing needs.

Policy HSG 7.4: The City shall continue to encourage innovative housing types, site planning and mixed-use developments.

Policy LU 5.1: Development patterns shall tier off of existing development and avoid leapfrogging, including areas intended for annexation that are presently outside the city limits.

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

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

Further, by adoption of the new ordinance the city will also be in compliance with the 2020-2028 Housing Element which was adopted on December 1, 2020. Specifically, policies and objectives in the Element discuss ADUs such as Program H-2(b) which states:

"Allow for accessory and junior accessory units in accordance with California Government Code Section 65852 and replace with accessory unit requirements."

PUBLIC CONTACT AND ENVIRONMENTAL REVIEW

A 20-day public hearing notice was published in the Pioneer Review on April 4, 2025, and posted at the Planning Counter. The proposed ordinance amendment qualifies for a CEQA exemption under Section 15061(b)(3), as it is evident that the amendment to the Colusa Municipal Code will not result in any significant environmental impacts

BUDGET IMPACT

Project development will be reimbursed by the LEAP Grant, not to exceed \$65,000

ATTACHMENTS

1. Ordinance of the City Council
2. LEAP Grant Scope & Work Plan

ORDINANCE NO. ____

**ORDINANCE OF THE CITY OF COLUSA CITY COUNCIL
ADDING A NEW ARTICLE 49 – ACCESSORY DWELLING UNITS AND JUNIOR
ACCESSORY DWELLING UNITS TO APPENDIX A – ZONING OF THE CITY OF COLUSA
MUNICIPAL CODE AND FINDING THIS ACTION EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT.**

WHEREAS, the State of California has enacted multiple laws (including but not limited to Government Code Sections 65852.2 and 65852.22) to encourage the production of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) to address the housing crisis and increase housing availability; and

WHEREAS, the proposed **Zoning Article 49** establishes standards and procedures for the development of ADUs and JADUs in compliance with state law while preserving the character of residential neighborhoods in the City of Colusa; and

WHEREAS, the City of Colusa is required to amend its zoning regulations to comply with state mandates regarding the permitting, design, and regulation of ADUs and JADUs; and

WHEREAS, the proposed ordinance provides clarity regarding development standards, including but not limited to size, height, setbacks, parking requirements, owner-occupancy regulations, and streamlined ministerial approval processes for ADUs and JADUs; and

WHEREAS, the City of Colusa City Council has duly called, advertised and conducted a Public Hearing required by law concerning proposed, said municipal code and zoning adoption; and

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The City Council finds that the adoption of a new **Appendix A – Zoning, Article 49 - Accessory Dwelling Units and Junior Accessory Dwelling Units** is consistent with state law and the goals and policies of the City of Colusa General Plan and Housing Element.
3. The City Council finds that the adoption of a new Colusa Municipal Code Appendix A – Zoning, Article 49 - Accessory Dwelling Units and Junior Accessory Dwelling Units is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which exempt ordinances implementing Government Code Sections 65852.2 and 65852.22 regarding ADUs and JADUs.

4. The City of Colusa City Council approves the adoption of a new Article 49 – Accessory Dwelling Units and Junior Accessory Dwelling Units to be added to the Colusa Municipal Code Appendix A- Zoning.
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.
6. This ordinance shall become effective 30 days following the date of its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on May 6, 2025, 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 _____, 2025, by the following vote:

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

 RYAN CODORNIZ, MAYOR

ATTEST:

 Shelly Kittle, City Clerk

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ARTICLE 49 - Accessory dwelling units and Junior accessory dwelling units.

Purpose.

The provisions of this section are intended to set standards, in compliance with California Government Code Sections 65852.2, and 65852.22, for the development of accessory dwelling units so as to increase the supply of smaller and affordable housing while ensuring that such housing remains compatible with the existing neighborhood.

SEC 49.01 - General requirements.

An accessory dwelling unit:

- (a) May be located on any lot that allows a single-family or multifamily residential use and includes a proposed or existing dwelling.
- (b) Is not subject to the density requirements of the General Plan, but shall otherwise be consistent with the General Plan text and diagrams.
- (c) Shall not be used for rentals with terms of less than 30 days.

SEC 49.02 - Reserved

SEC 49.03 - Permit requirements.

An application for an accessory dwelling unit or junior accessory dwelling unit that complies with all applicable requirements of this Section shall be approved ministerially.

- (a) If the Department, together with utility providers and County Environmental Health when a septic system is utilized, has not approved or denied the completed application within 60 days, the application shall be deemed approved. If the Department denies an application for an accessory dwelling unit or junior accessory dwelling unit, it shall provide in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.
- (b) A permit shall not be denied due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.
- (c) A permit shall not be denied for an unpermitted accessory dwelling unit that was constructed before January 1, 2018, because, among other conditions, the unit is in violation of building standards or state or local standards applicable to

accessory dwelling units, unless the Department finds that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure.

- (d) A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed with the application for the accessory dwelling unit and issued at the same time. The applicant is not required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an accessory dwelling unit.

SEC 49.04 - Accessory Dwelling Units—Application and processing requirements.

- (a) Step one—Submittal. The application for an accessory dwelling unit permit shall be submitted to the Department concurrent with an application for a building permit. In addition to the standard submittal requirements for a building permit, an application for an accessory dwelling unit permit shall include all of the following (except as noted below):
 - a. Plot plan. A plot plan, drawn to scale, showing the dimensions of the perimeter of the parcel proposed for the accessory dwelling unit; the location and dimensioned setbacks of all existing and proposed structures on the site and structures located within 50 feet of the site; all easements, building envelopes, and special requirements of the subdivision as shown on the Final Map and improvement plans, if any; and average slope calculations for the site.
 - b. Floor plan. A floor plan, drawn to scale, showing the dimensions of each room, and the resulting floor area. The use of each room shall be identified, and the size and location of all windows and doors shall be clearly shown.
 - c. Elevations. Architectural elevations of each side of the proposed structure showing all wall height dimensions, openings, exterior finishes (including siding and window materials), original and finish grades, paint color, and roof pitch. The color of the existing or proposed primary residence shall be included if necessary to demonstrate compliance with Section 49.09.a, below. Applications for accessory dwelling units which do not modify a building's exterior are not required to submit elevations per this Subsection C.

- (b) Step two—Decision. The Department shall approve or deny an application for an accessory dwelling unit permit within 60 days of submittal of a complete application. The accessory dwelling unit permit shall be issued only if the proposed accessory dwelling unit complies with all applicable standards in this Section.

SEC 49.05 - Utility connections and fees.

- (a) Except as provided in Subsection 49.04.b, a separate new utility connection and payment of a connection fee or capacity charge pursuant to State law and City fee schedule will be required for any new accessory dwelling unit.
- (b) No new or separate utility connection or related connection fee or capacity charge will be required for accessory dwelling units that are internal conversions of existing space within a single-family residence or an accessory structure, or for accessory dwelling units that are 750 square feet or smaller. Any fee charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to square footage of the primary dwelling unit.

SEC 49.06 - Accessory Development standards.

An accessory dwelling unit permit shall be issued only if the unit complies with the following development standards:

- (a) General.
 - a. No development standards shall be applied that would prohibit up to an 800 square foot accessory dwelling unit that is no more than 16 feet in height with four-foot side and four-foot rear setbacks to be constructed in compliance with all other local development standards.
- (b) Setbacks.
 - a. Single-family residential districts including single-family planning department zone districts. An accessory dwelling unit shall comply with the following setback requirements:
 - i. A new attached or detached 800 square foot accessory dwelling unit shall provide a minimum four-foot side and four-foot rear setback, and a front setback consistent with that of the primary dwelling unit in a standard zoning district. An 800 square foot accessory dwelling unit that complies with all other development standards may be

built within the front yard setback of a lot if it is otherwise physically infeasible to build an accessory dwelling unit on other areas of the lot while maintaining the minimum rear and side yard setbacks outlined in this Subsection. Side-corner setbacks shall be a minimum of four feet.

- b. Multifamily districts including multifamily districts. An accessory dwelling unit shall comply with the following setback requirements.
 - i. A new attached or detached accessory dwelling unit shall provide a minimum four-foot side and four-foot rear setback. The front setback shall be consistent with a primary dwelling unit in the applicable standard zoning district, or the most similar standard zoning district in the case of a PLANNING DEPARTMENT. Side-corner setbacks shall be a minimum of eight feet.
 - c. If the existing multifamily dwelling exceeds height requirements or has a rear or side setback of less than four feet, the Department shall not require modification of the existing multifamily dwelling as a condition of approving the application to construct an accessory dwelling unit.
- (c) No setback shall be required for an existing legally constructed living area, garage, or other accessory structure that is converted to an accessory dwelling unit with independent exterior access from an existing or proposed residence. A setback of five feet from the side and rear property lines is required for an accessory dwelling unit constructed above an existing legally constructed or proposed garage.
- (d) Any new attached accessory dwelling unit, detached accessory dwelling unit or expansion of the single-family dwelling to support the internal conversion for an accessory dwelling shall be designed to maintain appropriate setbacks, as described in Subsection B (a) and (b) above, from the future width of any abutting public streets. Future street configurations shall be based on the widths, standards and right-of-way lines in the circulation element of the City of Colusa General Plan or specifically addressed in a resolution adopted by the City Council.

SEC 49.07 - Maximum floor area.

(a) New Detached ADUs: A newly constructed detached accessory dwelling unit (ADU) shall not exceed 1,200 square feet of habitable space.

(b) New Attached ADUs: A newly constructed attached ADU shall not exceed 50% of the existing residential square footage, except:

- A minimum of 850 square feet must be allowed for a studio or one-bedroom ADU.
- A minimum of 1,000 square feet must be allowed for ADUs with more than one bedroom.

(c) Internal Conversion ADUs: An ADU created entirely within an existing single-family dwelling shall not exceed 45% of the existing habitable space, excluding the garage, or 1,200 square feet, whichever is less. However:

- A minimum of 850 square feet must be allowed for a studio or one-bedroom ADU.
- A minimum of 1,000 square feet must be allowed for ADUs with more than one bedroom.

(a) An ADU created entirely within a detached accessory structure shall not exceed 1,200 square feet.

(b) Fire Sprinkler Requirement: An automatic fire sprinkler system must be installed in any building that undergoes a substantial remodel, addition, or both, if the total floor area is increased by more than 50%.

SEC 49.08 - Height limit.

(a) A one-story accessory dwelling unit shall not exceed a maximum height of 16 feet, except as follows:

- a. The Department shall allow an additional two feet in height (up to 18 feet) to accommodate a roof pitch on an accessory dwelling unit that is aligned with the roof pitch on the primary dwelling unit.
- b. A detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit that is within one-half mile walking distance of a major transit stop or a high-quality transit corridor shall not exceed a height of 18 feet.

- c. A height of 18 feet is also permitted for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling. A height of 25 feet applies to an accessory dwelling unit that is attached to a primary dwelling. This provision does not require the Department to allow an accessory dwelling unit to exceed two stories.
- (b) A two-story accessory dwelling unit shall not exceed a maximum height of 27 feet. No accessory dwelling unit shall exceed 27 feet in height.
- (c) When an accessory dwelling unit is located above an existing or proposed garage, carport or other accessory structure, the entire combined structure shall not exceed 27 feet in height. No accessory dwelling unit shall exceed 27 feet in height.

SEC 49.09 - Lot coverage.

An accessory dwelling unit (ADU) must comply with the lot coverage requirements of the applicable zoning district. If the property is in a zoning district without specific ADU standards, the most similar zoning district shall apply, as determined by the Planning Department.

SEC 49.10 - Architectural Objective

- (a) Architectural compatibility between the accessory dwelling unit and primary dwelling unit shall be demonstrated by matching two or more of the following qualities of the accessory dwelling unit to the proposed or existing primary dwelling unit:
 - a. Color;
 - b. Siding material and style; or
 - c. Architectural design elements and features, (e.g., roof pitch, window style, trim details)
- (b) Exterior entrance. An accessory dwelling unit must include a separate exterior entrance.
- (c) Privacy. A balcony, window or door of a second story accessory dwelling unit shall be designed to lessen privacy impacts to adjacent properties. Appropriate design techniques include obscured glazing, window placement above eye level, screening treatments, or locating balconies, windows and doors toward the existing on-site residence.

- (d) Residential development. A residential dwelling must already exist on the lot or shall be constructed on the lot in conjunction with the construction of the accessory dwelling unit.

SEC 49.11 - Number per lot.

Number of Units. No more than the number of ADUs allowed by state law may be constructed on any lot.

SEC 49.12 - Parking.

- (a) One off-street parking space is required for an ADU, except as outlined below. Parking may be uncovered, compact, tandem, or located within setback areas, unless deemed infeasible by the review authority due to site constraints, topography, or fire and life safety concerns.
 - a. The ADU is 750 square feet or less or a studio unit.
 - b. The ADU is within an existing primary residence or an existing accessory structure.
 - c. The ADU is permitted concurrently with a new single-family or multi-family dwelling on the same lot.
 - d. The ADU is created by converting or demolishing a garage, carport, or covered parking structure (no replacement parking required).

SEC 49.13 - Standards for proposed accessory structures attached to an existing or proposed accessory dwelling unit.

- (a) A proposed accessory structure with a floor area less than 50 percent of the accessory dwelling unit floor area:
 - a. Shall be processed ministerially in conjunction with the accessory dwelling unit.
 - b. Shall comply with the lot coverage and setback requirements of this section.
- (b) A proposed accessory structure with a floor area that exceeds 50 percent of the total floor area of the accessory dwelling unit:
 - a. Is subject to any discretionary review required by this Zoning Code.
 - b. Shall comply with lot coverage, height, and setback requirements for an accessory structure in the applicable standard zoning district or the most similar standard zoning district.

Junior accessory dwelling unit.

The following provisions are intended to set standards, in compliance with California Government Code Section 65852.22, for the development of junior accessory dwelling units so as to increase the supply of smaller and affordable housing while ensuring that such housing remains compatible with the existing neighborhood. This section does not intend to override lawful use restrictions as set forth in Conditions, Covenants and Restrictions.

SEC 49.14 - General requirements.

A junior accessory dwelling unit:

- (a) May be located on any lot that allows single-family or multifamily dwellings and that contains only one existing or proposed single-family detached dwelling. Only one junior accessory dwelling unit shall be permitted per parcel.
- (b) Is not subject to the density requirements of the General Plan but shall otherwise be consistent with the General Plan text and diagrams.
- (c) Shall not be used for rentals with terms of less than 30 days.

SEC 49.15 - Reserved

SEC 49.16 - Permit requirements.

An application for a junior accessory dwelling unit that complies with all applicable requirements of this section shall be approved ministerially.

SEC 49.17 - Application and processing requirements.

- (a) Step one—Submittal. The application for a junior accessory dwelling unit permit shall be submitted to the Department concurrent with an application for a building permit. In addition to the standard submittal requirements for a building permit, an application for a junior accessory dwelling unit permit shall include all the following:
 - a. Plot plan. If any expansion of the foundation is required for a junior accessory dwelling unit, a plot plan, drawn to scale, showing the dimensions of the perimeter of the parcel proposed for the junior accessory dwelling unit; the location and dimensioned setbacks of all

existing and proposed structures on the site and structures located within 50 feet of the site; all easements, building envelopes, and special requirements of the subdivision as shown on the Final Map and improvement plans, if any; and average slope calculations for the site.

- b. Floor plan. A floor plan, drawn to scale, showing the dimensions of each room, the area devoted to the junior accessory dwelling unit, and the resulting floor areas of the junior accessory dwelling unit and of the primary residence. The use of each room shall be identified, and the size and location of all windows and doors shall be clearly shown. The plan shall identify whether separate or shared sanitation facilities are proposed.
 - c. Deed restrictions. Deed restrictions completed, signed and ready for recordation in compliance with Subsection G.
- (b) Step two—Decision. The Department shall approve or deny an application for a junior accessory dwelling unit permit within 60 days of submittal of a complete application. A junior accessory dwelling unit permit shall be issued only if the proposed junior accessory dwelling unit complies with all applicable standards in this Section. A permit for a junior accessory dwelling unit shall not be denied due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the junior accessory dwelling unit.

SEC 49.18 - Utility connection fees.

No new or separate utility connection and no connection fee for water, sewer, or power is required for a junior accessory dwelling unit.

SEC. 49.19 - Development standards.

A junior accessory dwelling unit permit shall be issued only if the unit complies with the following development standards:

- (a) Maximum floor area. The junior accessory dwelling unit shall not exceed 500 square feet in total floor area.
- (b) Existing development. The junior accessory dwelling unit shall be contained entirely within the existing walls of an existing or proposed single-family dwelling, which includes the walls of an attached garage. However, an additional 150 square feet is permitted to allow for a separate entrance into the unit.
- (c) Kitchen. The junior accessory dwelling unit must contain an efficiency kitchen as defined by the Government Code Section 66333 (f)(1) and (f)(2)

- (d) Sanitation. Bathroom facilities may be separate from or shared with the single-family dwelling. A separate bathroom facility shall be provided if the junior accessory dwelling unit does not include an interior entry into the primary residence.
- (e) Entrance. The junior accessory dwelling unit shall include an exterior entrance separate from the main entrance to the single-family dwelling. The junior accessory dwelling unit may include a second interior doorway for sound attenuation.
- (f) Parking. Off-street parking shall not be required for junior accessory dwelling units. No replacement off-street parking spaces are required when a junior accessory dwelling unit is created through the conversion or demolition of an attached garage, carport or covered parking structure.

SEC 49.20 - Deed restrictions.

Prior to occupancy of a junior accessory dwelling unit, the property owner shall file with the County Recorder a deed restriction containing a reference to the deed under which the property was acquired by the owner and stating that:

- (a) The junior accessory dwelling unit shall not be sold separately from the single-family residence;
- (b) The junior accessory dwelling unit shall be considered legal only if either the primary residence or junior accessory dwelling unit is occupied by the owner of the property's record. Such owner-occupancy, however, shall not be required if the property owner is a governmental agency, land trust or non-profit housing organization;
- (c) The restrictions shall run with the land and be binding upon any successor in ownership of the property. Lack of compliance shall void the approval junior accessory dwelling unit and may result in legal action against the property owner;
- (d) The developer of a subdivision that includes junior accessory dwelling units shall record the deed restrictions required by this subsection before the Final Map or Parcel Map. Each lot with a junior accessory dwelling unit shall remain unoccupied until the property transfers ownership, allowing for compliance with the recorded owner-occupancy restriction;

- (e) A junior accessory dwelling unit shall not exceed 500 square feet of total floor area and shall comply with the development standards in subsection 49.19.

City of Colusa

LEAP Grant Completion Summary

Accessory Dwelling Unit (ADU) Implementation Project

Project Scope (Funded by LEAP Grant)

The Local Early Action Planning (LEAP) Grant was awarded to the City of Colusa to support actions that facilitate the production of housing and streamline the development of Accessory Dwelling Units (ADUs). The City committed to the following deliverables:

Adopt Local Zoning Ordinance

Draft, review, and formally adopt to the Colusa Municipal Code (Article 49) to allow ADUs and Ju

Implement Fees for Annual Fee Schedule

Develop and integrate a standardized fee structure for ADU-related permits and review into the City's Annual Fee Schedule, ensuring cost transparency and predictability for applicants.

Create Dedicated ADU Webpage

Design and launch a public-facing webpage on the City of Colusa website providing residents with centralized access to ADU regulations, permitting processes, pre-approved plan options, and contact information.

Develop ADU Handbook/Toolkit

Produce a user-friendly, printable ADU Handbook/Toolkit that educates residents on ADU options, standards, design guidelines, permitting steps, and State compliance requirements.

The Handbook will include FAQs, case examples, eligibility scenarios, and outlines pre-approved plan options.

Junior ADUs (JADUs) in compliance with State housing laws.

Task	Subtask	Primary Owner	2nd Owner	Completed	Status	Notes & Comments
Create ADU & JADU Ordinance						
	Create New Zone Article Draft	Sadie	Jake	TRUE	Completed	3 rounds of edits completed
	Zone Article 49 Final Draft to CM & CA	Sadie	Jake	TRUE	Completed	SA sent to JC for quick review. Will follow up 3/3 and send to CA
	Return of A49 from CA	Sadie	Jake	TRUE	Completed	
	Notice Public Hearing for PC	Sadie	Jake	TRUE	Completed	2/21 Pioneer Review
	Agenda Item Planning Commission	Jake	Sadie	TRUE	Completed	Will be on 3/19 Agenda
	Planning Commission Approval	Jake	Sadie	TRUE	Approved	Approved by PC with small adjustments. Amendments captured
	Notice Public Hearing for CC	Sadie	Sadie	TRUE	Completed	
	Agenda Item City Council	Jake	Sadie	FALSE	Ready for CC	
	City Council Approval and Adoption	Jesse Cain	Jake	FALSE	Ready for CC	
	Codification	Shelly	Jake/Sadie	FALSE		
	<i>Sup. Amendments in ZA 4,5 and 29 Draft</i>	<i>Sadie</i>	<i>Jake</i>	<i>TRUE</i>	<i>Completed</i>	<i>1 round of edits completed</i>
	<i>Sup Amendments Final Draft to CM & CA</i>	<i>Sadie</i>	<i>Jake</i>	<i>TRUE</i>	<i>Completed</i>	<i>SA sent to JC for quick review. Will follow up 3/3 and send to CA</i>
	<i>Return of Sup Amendments from CA</i>	<i>Sadie</i>	<i>Jake</i>	<i>TRUE</i>	<i>Completed</i>	
	<i>Sup Amendment Public Hearing Notice</i>	<i>Sadie</i>	<i>Jake</i>	<i>TRUE</i>	<i>Completed</i>	<i>2/21 Pioneer Review</i>
	<i>Sup Amendment Agenda Item PC</i>	<i>Sadie</i>	<i>Jake</i>	<i>TRUE</i>	<i>Completed</i>	<i>3/19 Agenda</i>
	<i>Sup Amendment Approval PC</i>	<i>Jake</i>	<i>Sadie</i>	<i>TRUE</i>	<i>Completed</i>	<i>Did not pass</i>
	<i>Sup Amendment Public Hearing Notice CC</i>	<i>Sadie</i>	<i>Jake/Sadie</i>	<i>TRUE</i>	<i>Completed</i>	<i>No further action</i>
	<i>Sup Amendment Agenda Item CC</i>	<i>Jake</i>	<i>Sadie</i>	<i>TRUE</i>	<i>Completed</i>	<i>No further action</i>
	<i>Sup Amendment Approval and Adoption CC</i>	<i>Jesse Cain</i>	<i>Jake</i>	<i>TRUE</i>	<i>Completed</i>	<i>No further action</i>
Pre-Approved ADU Plan Purchase & Process						
	Quotes for Purchase of ADU Plans	Jake	Sadie	FALSE	In Progress	RMM Design has begun
	Add approved plans and information to website	Sadie	Jake	FALSE		To be updated once received, anticipated June 2025
Streamline ADU Process						
	Develop and build out city web page	Sadie	Jake	FALSE	In Progress	In Progress
Fee Schedule						
	ADU Fee Draft	Sadie/Jake	Jesse	TRUE	Completed	3/7 team review and final costs set for approval in April
	Add into FY Fee Schedule	Jake	Jesse	FALSE	In Progress	To be adopted at Annual Fee Schedule Review in May 2025
Document Creation						
	Text for Website	Jake	Sadie	TRUE	Completed	Ready to place on webpage
	FAQ	Jake	Sadie	TRUE	Completed	Jake Completed, ready to place on webpage
	Submittal Guidelines	Sadie	Jake	FALSE	In Progress	Pending edit for final review
	Standards & Requirements	Sadie	Jake	FALSE	In Progress	Pending edit for final review
	ADU Handbook	Sadie	Jake	FALSE	In Progress	Pending edit for final review



City of Colusa California

STAFF REPORT

DATE: May 6, 2025
TO: City Council
FROM: City Manager, Jesse Cain

AGENDA ITEM:

Consideration of the revised Lease Agreement with SF Metalworks for continued tenancy in the Colusa Bio Innovation Center

Recommendation: Council approve the revised lease and authorize the City Manager to execute the revised lease agreement with SF Metalworks/Ron Moore.

BACKGROUND ANALYSIS:

In October 2021, the City of Colusa entered a sublease with SF Metalworks for up to 10,000 square feet of the Pirelli Cable/Prysmian Manufacturing facility, while the City of Colusa finds funding to complete the purchase of said property. SF Metalworks moved into the building in January 2022, and began working on the building to get it to a place so that it could be used.

SFMetalworks and I worked together on planning the improvements to the building that needed to be completed to make the space tenant-ready. Because the City of Colusa has not yet been able to obtain grants to funds to make the repairs, SF Metalworks used what they would have been paying the City in a lease payment to make the repairs that were the City's responsibility.

The repairs that have been made are as follows:

- Cutting off old anchor bolts that were protruding above the concrete in multiple locations where old equipment had been dowelled into the concrete floor.
- Prepping and filling many large trenches and pit holes in the concrete slab where old equipment had been located. Those areas were then filled with concrete so that the floors are now flat and drain correctly.
- Clearing 20-plus years of dust/dirt/debris that had accumulated on the floor, about a ½" thick layer.
- Construct a dividing demising wall to separate the leased area from the other tenant areas.
- Provide electrical service in new conduit, including new service panels to the space.
- Run lighting to the leased area.

- Build a restroom facility.
- The gutter drains on the building were reconstructed and installed with stainless steel.

These were all items that the City of Colusa was responsible for providing.

Because we have now completed the purchase of the former Pirelli Cable/Prysmian manufacturing facility building and most of the improvements have been made for SF Metalworks leased area, we need to enter into a new lease with SF Metalworks as the original lease was a sublease.

The lease terms use the original lease amount the City of Colusa approved in 2021 of \$.35 per sq. ft. for year 3 of the lease. SF Metalworks has spent \$96,797.77 to date on property improvements. That amount has been listed as a credit against lease payments and is shown in the table in section 5 of the lease under Rent. I backed into the lease payments what they would have been if the City had paid for the property improvements. The credit amount was satisfied with the partial lease payment of \$1,003.03 in February 2025. From that point, they have paid a monthly lease payment of \$4,525.85 per month, which is in line with the rate originally specified in the approved terms in 2021 for the # of square feet currently occupied.

With the passage of the amended lease starting in May 2025, SF Metalworks has agreed to a proposed increase of the rent by the current CPI of 2.8% and a new term start date of May 1, 2025. The new monthly lease payment shall be \$ 4,652.57. See addendum for CPI calculation data.

At the February Council meeting, it was brought up that SF Metalworks was using more space than in the original lease agreement. The space that is in question is inhabitable with no power and under environmental cleanup, the environmental cleanup is now under a monitoring schedule with BSK Environmental. I was asked by Ron if they could store materials over on that

side while they do the tenant improvements and get the business up and running, I told him that since that part of the building was inhabitable at that time that the City would work with him and do what we could to keep his business there and help him grow. I also told him that the City was working on leasing that side out as well and when the tenant was ready to start moving in or when we started fixing that side of the building he would have to figure out where to move the materials. Leasing building space and working with businesses to help them grow and succeed are new to the City of Colusa. Last year I did the same thing with Morning star. They leased 5,000 sq feet for a few months and they needed additional space, so I let them add storage to the other side of the building at no charge since the building was not being used and it was for only a few months. I didn't see a problem working with Morning Star.

As the Council is aware the goal is to have the building filled with anchor tenants to create new jobs and opportunities for Colusa. With the leases that we have in place now if everyone gets up and running the Colusa Bio Innovation center will be filled.

BUDGET IMPACT:

An increase of revenues of \$55,830.84 annually

STAFF RECOMMENDATION:

Approved Resolution 25-.

ATTACHMENTS:

Resolution 25-____

Lease Agreement

CPI Calculation data

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A LEASE WITH RONALD JOE MOORE AT 1480 WILL S GREEN AVE FOR 12,931 SQUARE FEET AND AUTHORIZING THE CITY MANAGER TO SIGN THE LEASE AGREEMENT

WHEREAS, the City has available lease space at the City owned industrial building at 1480 Will S. Green Avenue; and

WHEREAS, Ronald Joe Moore doing business as SF Metalworks desires to lease space from the City.

THEREFORE, BE IT RESOLVED by the City Council of the City of Colusa as follows:

SECTION 1.

The City Council approves the lease agreement with Ronald Joe Moore, dated May 6, 2025.

SECTION 2.

The City Council authorizes the City Manager to sign the lease agreement with Ronald Joe Moore.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on May 6, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

ATTEST:

SHELLY KITTLE, CITY CLERK

**COMMERCIAL SPACE LEASE
LOCATED AT
1480 WILL S. GREEN AVENUE, COLUSA, CALIFORNIA***

THIS LEASE OF REAL PROPERTY ("Lease"), dated as of the latter of the Parties' signatures herein, is made and entered into by and between the City of Colusa, a Municipal Corporation ("Landlord"), and Front Row Builders, Inc (a California Corporation) / DBA SF Metalworks ("Tenant"). The Landlord and Tenant shall be described herein from time to time as a "Party," and collectively as the "Parties."

1. Recitals.

This Lease is entered into based upon the following facts, circumstances and understandings:

- 1.1.** City of Colusa, ("**Landlord**") is the owner of that certain parcel of improved real property of approximately forty-eight (48) acres in size and located at 1480 Will S. Green Avenue, Colusa, CA, (such parcel, together with all improvements thereon, and all appurtenant rights and easements, the "**Property**") attached hereto and incorporated herein by this reference.

- 2. Grant and Acceptance of Lease.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease to Tenant and Tenant hereby leases and takes from the Landlord the property described in in section 3 below and depicted in Exhibit "A" attached hereto, for Tenant's proposed use, subject to the following terms and conditions for the Term.

3. Leased Area.

- 3.1.** Landlord leases to Tenant and Tenant leases from Landlord the premises described as a portion of the building located at 1480 Will S. Green Avenue, Colusa, CA 95932 consisting of 12,931 square feet of interior space as depicted on the attached Exhibit A (including exterior space).
- 3.2.** The tenant has the option to include the additional square footage of leased premises at any time during the first five years of this lease at the current rent per square foot subject to all scheduled rent amounts and increases set forth in this lease provided tenant gives landlord 30 days advance notice to exercise this option for additional space, and adjacent space is still available.
- 3.3.** Tenant has also leased the fenced in yard area as part of the premises and as depicted on Exhibit B. The rent for the yard area is included in the rent charged pursuant to paragraph 5. Tenant shall pay for and be responsible for the clean-up of any contamination caused by Tenant's use of the storage yard. The yard area is currently a gravel surface and Tenant may install asphalt paving or other improvements to the yard area, provided Tenant complies with all applicable laws, rules, regulations and obtains all required government approvals and permits.

- 3.4. Tenant acknowledges that the Landlord has made no representation or warranty regarding the condition of the Property except as specifically stated in this Lease.
- 3.5. Landlord represents to the Tenant that no hazardous materials or conditions exist on, in or near the Premises that would endanger the Tenant or Tenants employee's health, nor affect the Tenants operations in any way.
- 3.6. Tenant has examined the Premises and acknowledges that the Premises is as is, in operative condition, and suitable for occupancy by Tenant.
- 3.7. Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

4. Term; Commencement Date.

- 4.1. The provisions of this Lease are effective as of the Commencement Date.
- 4.2. Duration of Term: One (5) year term with Three (5) year extensions thereafter starting from the Commencement Date, subject to Term extensions as set forth in Section 4.4 below.
- 4.3. Commencement Date: The intended Commencement Date of this Lease is May 1st, 2025.
- 4.4. Lease Term Expiration Date: The lease Term shall expire at 5:00 pm Pacific Time on May 31st, 2030. Tenant will have the option to renew the Lease three (3) times under the conditions described in Section 5. Intention to renew shall be given in writing six (6) months before the end of the lease term. Any holding over after the term of this agreement expires, which requires Landlord's consent, shall create a month-to-month tenancy and may revert to market rate, at the sole discretion of the Landlord. Either party may terminate the hold over tenancy by giving written notice to the other at least thirty (30) days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

5. Rent.

- 5.1. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except the security deposit.
- 5.2. The Parties agree that any tenant improvements that the Tenant performs on the City's behalf shall be deducted from any annual lease payment, provided a signed approval from the City authorizing the improvements.
- 5.3. The rent amount shall be calculated at \$ 0.35 per square foot adjusted annually for CPI not to exceed 6%.
- 5.4. Payment: Rent shall be paid to City of Colusa, 425 Webster St., Colusa, CA 95932, or at any other location specified by Landlord in writing to Tenant.

6. Late Charge; Interest; NSF Checks: Tenant acknowledges that either late payment of Rent or issuance of an NSF check may cause Landlord to incur costs and expenses, the exact amount of which are difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on the Landlord. If any installment of Rent due from Tenant is not received by the Landlord within five (5) calendar days after the date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$50.00 as the late charge, plus 10% interest per annum on the delinquent amount and \$5.00 as an NSF fee, any of which shall be deemed additional Rent. The Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs the Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fees due shall be paid with the current installment of Rent. The Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of the Tenant. The Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 5 or prevent the Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

7. Permitted Uses.

7.1. The Premises are for the sole use as commercial and industrial purposes. Hours of operation may include 3 shifts for 24 hours per day of continuous operation.

7.2. No other use is permitted without the Landlord's prior written consent. If any use by the Tenant causes an increase in the premium on Landlord's existing property insurance, the Tenant shall be notified of said condition and given an opportunity to remedy within 90 days.

7.3. The Tenant will comply with all Laws affecting its use of the Premises.

7.4. The Tenant shall be restricted from any access to or utilization of the groundwater under the Property for any purpose.

7.5. Ongoing Access to the Property. During the Term of this Lease, the Tenant grants the Owner and Landlord the right of access, without escort and with 48 hours notice to the Tenant, to, over, under and across the Property (including, if necessary, the existing building on the Property and any other improvements that may be constructed on the Property) and the Premises for its employees and agents during normal business hours, at no charge to the Owner or the Landlord as necessary or desirable for the Owner to conduct its environmental investigation, monitoring and remediation activities. Such grant of access shall allow the Owner and the Landlord to engage in any and all activities related to its environmental investigation, monitoring and remediation activities, including, but not limited to, drilling soil borings, installing groundwater monitoring wells, excavating contaminated soils, installing engineering control and remediation systems, including, by way of example only, soil or pavement covers and groundwater extraction. In exercising its use of the Property and Premises herein, the Owner and the Landlord agree to cooperate with any reasonable security or access control procedures utilized by the Tenant and further agrees not to unduly disturb or interfere with the business or other

activities of Tenants engaged in industrial uses and operations within the building.

8. Tenant's Work, Maintenance, Repairs and Restoration.

- 8.1.** The Tenant may undertake all necessary tenant improvements and install, place, use, modify, operate and remove on the Premises furniture, trade fixtures and related equipment ("FF&E") as the Tenant deems necessary for its business operations at the Premises.
- 8.2.** Any improvements made by the Tenant, and all demolition, construction and installation work at the Premises, shall be performed at the Tenant's sole cost and expense and in a good and workmanlike manner, and in compliance with all applicable codes and governmental regulations.
- 8.3.** The Tenant shall provide prior written notice to the Landlord at least five (5) business days before undertaking any demolition, construction, improvements, installation of signage, or change out of locks or security systems. Notwithstanding anything in this section to the contrary, no portion of the existing building or other improvements on the Property may be demolished, nor any alterations to the building structure, roof, HVAC system or electrical or plumbing systems, be made, without the Landlord's prior written consent in each instance, which consent may not be unreasonably withheld, and which consent shall be given or denied within five (5) business days from receipt of a written request thereof from the Tenant or its agents or representatives. If no response is given by the Landlord within such five (5) business day period, such consent will be deemed given.
- 8.4.** The Tenant shall maintain the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations, including any and all security lighting or appliances installed. The Landlord at the Landlord cost will maintain, make repairs and/or make replacements to, (except as specifically modified by the Tenant's improvements) the primary building shell consisting of the exterior walls, foundation, roof, primary electrical feed to the Tenant's main power panel, or primary building water and wastewater systems or any other component thereof to ensure the integrity and servability of the aforementioned items. The Tenant acknowledges and agrees that all improvements done by the Tenant to facilitate the Tenant's operations are not within the Landlord's responsibility as stated in this section, shall be at the sole cost and expense of the Tenant both for initial improvements and ongoing maintenance and repair during the Term of this Lease. Any and all new roof penetrations shall require the Landlord's expressed written consent and supervision, or at the Landlord's option, the Landlord shall utilize the Landlord's preferred contractor for any new roofing penetrations necessary for the Tenant's equipment, and will invoice such costs to Tenant, which invoice shall be due and payable within ten (10) business days of receipt.
- 8.5.** The Tenant, at the Tenant's expense, shall be required to make all repairs to the Premises due to damage caused by the Tenant, its agents or contractors.
- 8.6.** Upon the expiration, cancellation or termination of this Lease, the Tenant shall surrender the Premises, together with all improvements and alterations, but not FF&E, installed during the Term by the Tenant, in good condition and repair, less ordinary

wear and tear and casualty not caused by the Tenant, its agents or contractors. The Tenant shall not permit or suffer any mechanic's or materialmen's liens to be lodged against the Property or Premises and will defend, indemnify and hold harmless the Landlord from and against all claims, liabilities, costs and expenses associated with any such liens. Further, the Tenant and any applicable subtenant will post notices of non-responsibility or local equivalent with respect to any work performed on the Property or Premises indicating that the applicable work is being done by or under the Tenant and that the Landlord does not consent to the fee interest in the Property being subject to any liens or claims of a lien.

- 8.7.** If the Tenant or its sublessees intend to excavate soils on the Property and relocate those excavated soils either elsewhere on the Property or to an off-site location, the Tenant shall give the Landlord at least thirty (30) days' notice prior to such excavation and cooperate with reasonable requests of the Landlord in connection with the management of such soils.

9. Title to Tenant's Facilities.

- 9.1.** Title to FF&E placed on the Premises by the Tenant shall be held by and remain with the Tenant. All FF&E (as opposed to improvements, alterations and fixtures constituting real property under applicable law) shall remain the property of the Tenant and are not fixtures. The Tenant, or any other lawful tenants or occupants of the Property, have the right to remove all FF&E at their sole expense on or before the expiration or termination of this Lease.

- 9.2.** Any such FF&E not removed by the expiration of the Term shall be deemed abandoned and the Landlord may dispose of the same or arrange for its storage at Tenant's cost as required by law.

- 9.3.** The Landlord acknowledges that the Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of FF&E (the "Collateral") with a third-party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, the Landlord consents to the installation of the Collateral to the extent that the Collateral is part of the (i) approved FF&E; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

- 10. Signs.** Tenant signage will be in compliance with all applicable City codes and will be located where approved by permit application. The Tenant will be responsible for the maintenance of all Tenant installed signage. Signs shall be maintained in a manner so their appearance is in a substantially new condition, and shall not be allowed to fade or deteriorate in appearance. All Tenant signage must be removed within 30 days of termination or expiration of this Lease. If Tenant signage is not removed within the 30-day time period, City may remove or cause the signage to be removed and the cost of such removal shall be invoiced to Tenant for payment within ten (10) days of receipt of the

invoice.

11. Tenant Environmental Law Compliance and Indemnity.

- 11.1.** The Tenant was made aware that Hazardous Materials Wastes have been previously discovered on the property and have been and are still being Monitored by an independent 3rd party (BSK). The Landlord represents to the Tenant that these Hazardous Materials Wastes are not a threat to the health and welfare of the Tenant nor the Tenant's employees.
- 11.2.** The Tenant shall not create, collect, or store, except in reasonable quantities directly related to Tenant's operations and in compliance with all laws and regulations for said storage, treat, dispose of or cause to be released or otherwise discharged any hazardous materials on the Property except in such minute quantities as are found in everyday cleaning supplies in compliance with environmental laws (capitalized terms are defined in Section 12.5 below) and shall notify the Landlord within forty eight (48) hours after discovering or being informed of the presence of any hazardous materials on the Property either in violation of environmental laws.
- 11.3.** Except to the extent caused by the Landlord, Previous Owners or any Previous Tenants, or environmental conditions in the building or at the site existing prior to the occupancy by the Tenant, before vacating the Property, the Tenant shall clean up any releases of hazardous materials or environmental contamination by hazardous materials caused by the Tenant occurring on or migrating from the Property during the Term of this Lease and located on, under, or adjacent to the Property, wherever located, in accordance with the requirements of all environmental laws and to the Landlord's satisfaction and the Property shall remain in its cleaned-up condition through the time the Tenant vacates the Property. Should the Tenant not fulfill its obligations under this Section 13.2, the Tenant shall reimburse the Landlord for all such clean-up costs and shall indemnify the Landlord for all such costs and all other Indemnified Losses under Section 13.3 of this Lease. Should any activities on the Property during the Term by the Tenant or any of its agents, representatives, successors, assigns or subtenants exacerbate or disrupt the Landlord's ongoing environmental investigation, monitoring, and remediation activities at the Property, the Tenant shall reimburse the Landlord for any and all additional costs created by the activities of the Tenant, any subtenant, or any of their respective agents, contractors, employees, invitees, successors and/or assigns and shall indemnify the Landlord for all such costs and all other Indemnified Losses under Section 13.3 of this Lease.
- 11.4.** Notwithstanding any other provision of this Lease, the Tenant agrees to and does hereby defend, indemnify and hold harmless the Landlord, its directors, officers, shareholders, employees, representatives, agents, successors and assigns (each, an "Indemnified Party") from and against any and all Indemnified losses (as defined in Section 13.5) below) (including strict liability), which may now or in the future (whether during or after the Term) be paid, incurred or suffered by or asserted against the Landlord by any person or entity or agencies for, with respect to, or as a direct or indirect result of, (a) acts or omissions of the Tenant or any subtenant of the Tenant, and their respective agents, employees, directors, officers, shareholders, contractors,

representatives, and/or invitees, on or in connection with the Property, (b) the spill, disposal or release of hazardous materials on, under, in or from the Property during the Term and not caused by the Landlord or any of its employees, agents or contractors and (c) any and all breaches of the covenants, representations and warranties set forth in this Section 13. The covenants and indemnifications contained in this Section 13 shall survive the expiration or other termination of this Lease.

11.5. In the event of any permitted sublease of the Property, or any part thereof, the Tenant shall include the Tenant obligations set forth in this Section 13 in all permitted subleases.

11.6. Definitions.

"Agencies" means any federal, state, or local governmental authorities, agencies, or other administrative bodies with jurisdiction over Landlord or the Property.

"Corrective Work" shall mean the cleanup, removal, relocation, elimination, remediation, encapsulation, disposal at a licensed facility or any other treatment of Hazardous Materials of or from all or any portion of (i) the Property or any other property owned and/or leased by Landlord (necessary to maintain or bring the Property into compliance with Environmental Laws) and (ii) surrounding areas of the Property and/or any other property owned and/or leased by Landlord (necessary to maintain or bring the Property into compliance with Environmental Laws) and, to the extent thereby required, the reconstruction and rehabilitation of the Property or any other property owned and/or leased by Landlord performed by any person or entity, including, without limitation, Landlord, Tenant, any Indemnified Party, or any of their respective agents, contractors, subcontractors, employees and any governmental entity for any reason, including, without limitation, pursuant to any Environmental Laws. Corrective Work also includes all fees of consultants to investigate, identify, characterize, monitor and develop corrective action plans with respect to hazardous materials or any Corrective Work.

"Environmental Laws" means any federal, state, or local environmental, health, or safety-related laws, regulations, standards, court decisions, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, currently existing and as amended, enacted, issued, or adopted in the future that are or become applicable to the Landlord or the Property.

"Hazardous Material" means any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination that is or may be hazardous to human health or to the safety of the environment due to its radioactivity, flammability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations that are now or become in the future listed, defined, or regulated in any manner by any Environmental Laws based upon, directly or indirectly, their properties or effects.

“Indemnified Losses” shall mean incurred and potential claims, damages, losses, liabilities, costs and expenses of Corrective Work, any other clean-up or response costs (which, without limitation, shall include costs to cause the Property to come into compliance with Environmental Laws), investigation costs (including fees of consultants, legal counsel and other experts in connection with any environmental investigation, testing, audits or studies), and any other incurred or potential obligations, penalties, fines, impositions, fees, levies, lien removal or bonding costs, claims, litigation, demands, causes of action (including, without limitation, any common law cause of action), liabilities, losses (including, without limitation, any reduction in the value of the Property), damages (expressly excluding any indirect or consequential damages), defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind and nature whatsoever (including, without limitation, attorneys' and experts' or other consultants' fees), including interest thereon.

14. Utilities.

14.1. **Tenant Responsibility for Utilities.** The Tenant shall pay directly to the relevant utility all charges for electricity, waste collection, telephone and other communication services, utility deposits, and tap or connection charges for services requested. The Tenant shall pay to the Landlord water fees and charges, in the amount of \$48.14 per month, sewer service charges, in the amount of \$99.27 per month: tap or connection charges for services requested, metering fees or other charges paid by City for the Tenant. If any additional services requested by the Tenant result in sewer service charges, tap or connection charges for services requested, metering fees or other charges, the Tenant shall be responsible for paying such charges. The Landlord shall have no responsibility for any interruption in utility services. The Tenant agrees to promptly pay all charges and related expenses for such utilities as they become due, and all payments shall be made directly to the entity entitled to such payment. No interruption of utility service shall be construed as either a constructive or an actual eviction of the Tenant, nor work by the Tenant an abatement of Rent, nor relieve the Tenant from fulfilling any covenant or condition of this Lease.

14.2. **Landlord Responsibility for Utilities.** The Landlord will provide water and wastewater service to the site and building. The Tenant will pay their fair share as set forth above.

15. Maintenance Expenses and Responsibilities. The Landlord will maintain the building shell and roof, and the parking lot and storage yard area, except those areas of the parking lot and storage yard area specifically leased to the Tenant. The Tenant shall maintain all interior areas of the leased premises, all Tenant improvements installed by the Tenant, and the fenced yard area.

16. Taxes. The Tenant shall pay personal property taxes assessed against FF&E and shall pay when due all taxes which may become due attributable to the Premises and this Lease. The Tenant shall pay all taxes prior to delinquency; in the event that taxes become delinquent, the Tenant shall pay all interest and penalties due and owing. The Landlord shall pay all real estate taxes and other taxes associated with the Property.

17. Fire or Other Casualty.

17.1. Notice and Election to Repair. In the event of a fire or other casualty at the Premises (including any casualty for which insurance coverage was not obtained or obtainable), the Tenant shall immediately notify the Landlord in writing. If, as a result of such fire or casualty, the Premises is damaged or destroyed, in whole or in part, so that the Tenant is not able to use the Premises to substantially the same extent and for substantially the same purposes as the Tenant used the Premises prior thereto, the Landlord will notify the Tenant in writing of the Landlord's intent to either (i) terminate this Lease, or (ii) restore or replace the damaged or destroyed portion of the Premises to substantially the same condition that existed immediately prior to such damage or destruction. In the event that the Landlord elects to repair the Premises and such repairs will take in excess of six months to complete, the Tenant shall, within fifteen (15) calendar days after receipt of Landlord's election to repair, give the Landlord written notice of either (i) the Tenant's acceptance of the Landlord's proposal or (ii) the Tenant's election to terminate this Lease. In the event that the Tenant fails to give notice of acceptance or rejection of the Landlord's proposal within said 15-day period, the Tenant shall be deemed to have accepted the proposal. The Landlord's repair and restoration obligation shall be limited to insurance proceeds made available for such purpose and to returning the damaged portion of the Premises to the condition existing immediately prior to such damage.

17.2. Rental Abatement During Construction. If the Premises is to be repaired pursuant to Section 16.1, then, during such time as the Premises, or any portion thereof are being repaired, the Rent shall be proportionately abated as follows: the Rent for the period during which the Premises is being repaired shall be equal to the Rent multiplied by the ratio of (i) the net rentable area of the Premises that the Tenant is able to use to substantially the same extent and for substantially the same purposes as the Tenant used such space in the Premises prior to such damage or destruction to (ii) the total net rentable area of the Premises prior to such damage or destruction. If the decision is made to restore or replace the damaged or destroyed portions of the Premises, this Lease shall continue in full force and effect in accordance with the terms hereof, except for the Rent abatement referred to above (if applicable), and except that all other obligations of the Tenant hereunder shall likewise be abated and that the Term shall be extended by a length of time equal to the period beginning on the date of such damage or destruction and ending upon completion of such restoration or replacement.

17.3. Repair of the Premises. If the Premises is to be repaired pursuant to Section 17.1, such restoration or replacement shall be made within a reasonable time, subject to delays arising from *force majeure*. A *force majeure* event shall be any event that prevents or delays the Landlord or its agent, representative or contractor from punctually performing such repair due to any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable substitutes thereof, Acts of God, present or future governmental restrictions, regulations or control, fire or other casualty, insurrection, war, terrorism, or sabotage. The Tenant shall turn over to the Landlord any and all insurance received by the Tenant and relating to the Premises (other than any proceeds relating to any leasehold improvements installed by the Tenant that are

not to be replaced by the Landlord and any proceeds for interruption of the Tenant's business). The Landlord shall carry out or cause to be carried out the repair of the Premises with the Tenant to coordinate the installation, at the Tenant's expense, of any leasehold improvements desired by the Tenant and acceptable to the Landlord.

17.4. **Termination Following Casualty.** If the Landlord terminates this Lease pursuant to Section 17.1, this Lease shall terminate on the last day of the month next following the date the notice of termination is delivered under Section 17.1. If the Tenant elects to terminate this Lease by rejecting the Landlord's proposal to repair the Premises this Lease shall terminate upon the Landlord's receipt of such notice. In the event that this Lease is terminated pursuant to Section 17.1, by either the Landlord or Tenant, the Tenant shall surrender the Premises to the Landlord in the then current condition thereof, the Landlord shall be entitled to any and all insurance proceeds covering the Premises, and each of the Landlord and the Tenant agrees, upon the request of the other to execute a full release of this Lease effective as of the date of termination of the Lease under this Section 17.4, except as to provisions which are expressly or otherwise intended to survive termination. All Rent hereunder shall cease as of the date of termination of this Lease.

18. Default by Tenant. Each of the following shall be deemed an "Event of Default" by the Tenant hereunder and a material breach of this Lease:

18.1. The Tenant shall fail to pay any installment of Rent or any other sums owed to the Landlord when due;

18.2. The Tenant shall fail to materially keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by the Tenant other than with respect to payment of Rent, and The Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) calendar days after Tenant shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;

18.3. The Tenant shall vacate or abandon the Premises; or

18.4. The Tenant or any other party shall file a petition naming the Tenant as debtor in any bankruptcy or other insolvency proceeding or shall file for the appointment of a liquidator or receiver for all or substantially all of the Tenant's Premises or for the Tenant's interest in this Lease or the Tenant shall admit in writing its inability to meet its obligations as they become due or make an assignment for the benefit of its creditors.

19. Landlord's Remedies.

19.1. If an Event of Default occurs under this Lease, the Landlord shall be entitled to any and all remedies permitted by California Civil Code Sections 1951.2 and 1951.4, as those sections may be amended or renumbered from time to time. Those remedies are specifically set forth in subsections 19.2 and 19.3 below, and the parties agree that such remedies are not exclusive and are cumulative in addition to any remedies now or later allowed by law.

19.2. If the Tenant breaches this Lease and abandons the Premises before the end of the Term, or if the Landlord terminates the Tenant's right to possession due to an Event of Default, this Lease shall terminate, and the Landlord shall be entitled to recover from the Tenant:

(i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination.

(ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;

(iii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination after the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; and

(iv) any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom.

For purposes of this Lease, "worth at the time of the award" shall have the meaning specified in California Civil Code Section 1951.2(b). Landlord shall be under no obligation to attempt to mitigate damages caused by any breach by the Tenant of the Lease, however any efforts by the Landlord to mitigate the damages caused by the Tenant's breach of this Lease do not waive the Landlord's right to recover damages as set forth herein. Termination of this Lease pursuant to this section shall not affect the Landlord's rights to indemnification as specified in this Lease.

19.3. Notwithstanding any Event of Default by the Tenant or abandonment of the Premises, the Landlord may elect to continue this Lease in effect and enforce all of Landlord's rights and remedies hereunder, including without limitation the right to collect rent as it becomes due, unless and until Landlord elects to terminate this Lease. During the period that the Tenant is in default, the Landlord may enter the Premises and relet them, or any part of them, to third parties for the Tenant's account. The Tenant shall be liable immediately to the Landlord for all costs the Landlord incurs in reletting the Premises, including without limitation brokers' commissions, expenses of remodeling the Premises required by the reletting and like costs. Reletting may be for a period shorter or longer than the remainder of the Term. The Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from reletting after deduction of the costs specified above that remain due and unpaid to the Landlord by the Tenant. No act by the Landlord allowed by this subsection shall terminate this Lease unless the Landlord notifies the Tenant that the Landlord elects to terminate this Lease. After the Tenant's default, and for as long as Landlord does not terminate the Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease subject to the provisions of this Lease but the Tenant shall not be released from liability.

19.4. The Tenant acknowledges that late payment by the Tenant of Rent or any other amount hereunder may cause the Landlord to incur damages not contemplated by this Lease and in an amount that is difficult to determine. Accordingly, in the event any installment of Rent is not received on the date the same is due hereunder, the Tenant agrees to pay to the Landlord a late fee consistent with Section 7 above.

19.5. All agreements and provisions to be performed by the Tenant under any of the terms of this Lease shall be at the Tenant's sole cost and expense and without any abatement of rent. If the Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to cure any default and such failure shall continue for thirty (30) days after notice thereof by the Landlord, then the Landlord may, but shall not be obligated so to do, and without waiving or releasing the Tenant from any obligations, make any such payment or perform any such act on Tenant's part. All sums so paid by the Landlord and all costs incurred by the Landlord in taking such action shall be deemed additional Rent hereunder and shall be paid to the Landlord on demand, and the Landlord shall have (in addition to all other rights and remedies of the Landlord) the same rights and remedies in the event of the non-payment thereof by the Tenant as in the case of default by the Tenant in the payment of Rent.

20. Termination.

20.1. This Lease may be terminated without further liability on thirty (30) days prior written notice by either party upon a default of any covenant, condition, or term hereof by the other party, whose default is not cured within sixty (60) days of receipt of written notice of default.

20.2. The Tenant shall have the option to request early termination of this Lease should there be statewide or nationwide economic downturn event(s) that materially and substantially alters Tenant's ability to continue in business. Upon presentation of substantial evidence of such economic impairment presented to the City Manager, the City Manager will consider the evidence and make the decision to grant early termination of the Lease. The decision by the City Council to grant early termination of the Lease for economic hardship shall not be unreasonably denied.

20.3. Other than as stated herein, the Landlord and the Tenant shall not have the right to terminate, revoke or cancel this Lease. If termination of the Lease occurs pursuant to subsection 20.1 of this Lease, the Tenant shall immediately discontinue use of the Premises by the Tenant and all subtenants.

20.4. **Force Majeure** If and to the extent that a party's performance of any of its obligations pursuant to this agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or Acts of God, pandemic or epidemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, restrictive governmental laws or regulations, change in economic conditions, or any other similar cause beyond the reasonable control of such party (each a 'Force Majeure Event'), the non-performing, hindered or delayed party shall be excused for such non-performance, hinderance or delay,

as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. During the Force Majeure Event, the non-performing party shall not be in default of any provisions of this Agreement and this Agreement does not exclude rent abatement during such Force Majeure Event.

21. Destruction of Property. If the Property is destroyed by natural disaster or by any party other than the Tenant, the Tenant may elect to terminate this Lease pursuant to section 16.1 of this Lease, except that no early termination payment shall be paid by the Tenant to the Landlord.

22. Condemnation. If a condemning authority takes all of the Property, or a portion which in the Tenant's sole discretion is sufficient to render the Premises unsuitable for the Tenant's ongoing operation, then this Lease shall terminate without further liability of Tenant as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

23. Insurance.

23.1. At all times during the term of this Lease, the Tenant shall purchase and maintain, at its sole expense, insurance as described below:

23.1.1.1. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.

23.1.1.2. Commercial Automobile Liability Insurance to cover all owned, hired and non-owned automobiles owned or operated by Tenant providing a minimum combined single limit of One Million Dollars (\$1,000,000.00) per accident.

23.1.1.3. Workers Compensation Insurance as required by the Labor Code of the state of California. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.

23.1.1.4. Employer's Liability Insurance in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence.

23.2. Evidence of required insurance shall be submitted prior to the execution of this Lease. If the Tenant fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach. The Landlord may give notice to the Tenant to reinstate or acquire the affected insurance. Should the Tenant fail to reinstate or acquire the affected insurance within five (5) days of Landlord's notice to reinstate or acquire such insurance, the Landlord may either terminate this Lease, reinstate or acquire the affected insurance, and the Tenant shall reimburse the Landlord for the necessary cost at the Landlord's option,

23.3. If the Tenant maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Landlord requires and shall be entitled to the broader

coverage and/or higher limits maintained by the Tenant or their contractors, sub-contractors, or agents. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.

23.4. The Landlord, at the Landlord's sole cost and expense, shall procure and maintain on the Landlord's Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of Landlord's Property.

23.5. The Landlord, officers, employees, and agents shall be named as an additional insured on the Tenant's Commercial General Liability and Automobile Liability policies. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance, and each party shall require such insurance policies to contain a waiver of recovery against the other.

23.6. During the Term of the Lease, the Landlord shall keep the Premises (to the extent improved as of the date of this Lease) insured against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy for not less than one hundred percent (100%) of the replacement cost thereof. The Tenant shall maintain insurance on the FF&E and any leasehold improvements constructed by or under the Tenant during the Term of the Lease against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy in amounts not less than one hundred percent (100%) of the replacement cost thereof.

23.7. Any insurance required to be maintained by the Landlord under this Lease may contain such deductibles and self-insured retentions as Landlord and its affiliates customarily maintain under their enterprise-wide insurance and risk management programs. Further, such insurance may be maintained in the form of blanket policies covering multiple locations.

24. Assignments or Transfers. The Tenant intends to use the Premises for industrial, research and storage purposes and is expressly prohibited from subleasing the Premises for any use without obtaining the Landlord's consent as to individual tenants, which consent may be withheld in the Landlord's sole discretion, subject to the use restrictions of the Premises enumerated above and to the limitations set forth in Section 8 above. Tenant shall not assign or transfer this Lease to any other person or entity without the express written consent of the Landlord, whose consent may be withheld in the Landlord's sole discretion. Notwithstanding anything to the contrary contained in this Lease, Tenant may (with Landlord's consent, not to be unreasonably withheld) assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom the Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to grant funds, letters of credit,

bankers acceptances and similar facilities or in respect of guaranties thereof.

25. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

25.1. So long as the Tenant is not in default under this Lease, the Tenant shall be entitled to quiet enjoyment of the Premises during the term of this Lease or any renewal term, and the Tenant shall not be unduly disturbed in its occupancy and use of the Premises or the exercise of its rights and privileges as granted herein, subject to the rights of the Landlord to access the Premises stated herein.

25.2. This Lease and each and every deed of trust, mortgage or other security instrument which may now or hereafter affect the Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such lease, the Tenant shall execute and deliver promptly any commercially reasonable certificate of Landlord may reasonably request, provided that such certificate acknowledges that this Lease remains in full force and effect, recognizes the Tenant's right to non-disturbance and quiet enjoyment of the Premises so long as the Tenant is not in default under this Lease, only contains true and accurate statements and the Tenant's liability shall be capped at the remaining Rent under this Lease. If any mortgagee or lender succeeds to the Landlord's interest in the Property through a foreclosure proceeding or by a deed in lieu of foreclosure, the Tenant shall attorn to and recognize such successor as the Landlord under this Lease provided such party similarly agrees not to disturb the Tenant's occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

25.3. At any time upon not less than ten (10) days' prior written notice by the Tenant, the Landlord shall execute, acknowledge and deliver to the Tenant or any other party specified by the Tenant, a statement in writing certifying that this Lease is in full force and effect, if true, and the status of any continuing defaults under this Lease.

26. Indemnification.

26.1. Tenant's Indemnity. The Tenant hereby agrees to defend, indemnify and hold the Landlord and the Landlord's directors, partners, shareholders, officials, officers, and employees free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses including attorney's fees and costs of court, and injuries, including personal injuries or death to the extent caused by the Tenant's, or of the Tenant's tenants, negligent occupation, use, operation, maintenance or repair of the Premises and FF&E at the Premises, except to the extent caused by the negligence or willful misconduct of the Landlord or the Landlord's Indemnities.

25.1.1 As stated in section 3 above, the Tenant accepts the condition of the Property and Premises as is, and accordingly the Tenant agrees to defend, indemnify and hold the Landlord and the Landlord's officials, officers, and employees free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses including attorney's fees and costs of court, and injuries, related to claims based on the Americans with Disabilities Act or lack of accessible features in and on the Landlord's Property.

25.2 Landlord's Indemnity. Except as expressly stated in subsection (b) above, the Landlord hereby agrees to defend, indemnify and hold the Tenant and the Tenant's elected and appointed officials, officers, employees, agents, contractors or subcontractors free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, reasonable out-of-pocket costs and expenses (including reasonable external attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Landlord's negligent use, operation, maintenance or repair of improvements on Landlord's Property, the use of the Landlord's Property by other tenants, contractors or lessees of the Landlord, any violation of governmental regulations relating to the Property, except to the extent caused by the negligence or willful misconduct of the Tenant or the Tenant's officials, officers, employees, agents, contractors or subcontractors.

25.3 Special Damages. Notwithstanding any other provision of this Lease, neither party shall be liable to the other for consequential damages, damages for lost income and profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

25.4 Survival of Indemnity Provisions. The indemnity provisions of this Section 25 shall survive the expiration, cancellation or expiration of this Lease for the length of the applicable statute of limitations term during which a claim may be filed plus 30 days, and any claims for indemnification under this Section 25 shall be brought within that period.

26 Rules and Regulations. The Tenant must comply with the rules, and any reasonable amendments or additions to those rules, promulgated by the Landlord from time to time for the safety, care, and cleanliness of the Premises, Building, and Real Property or for the preservation of good order (Rules and Regulations) as long as:

26.1 The Rules and Regulations do not require the Tenant to pay additional Rent;

26.2 No amendment or addition to the Rules and Regulations is binding on the Tenant until the tenth (10th) business day after the Tenant receives written notice of the change, and no amendment or addition applies retroactively; and

26.3 The Rules and Regulations do not take precedence over the specific terms and conditions of this Lease.

The Landlord agrees not to enforce the Rules and Regulations in a manner that discriminates against the Tenant. If the Landlord acts reasonably, in good faith, and in a nondiscriminatory manner in enforcing the Rules and Regulations, the Landlord will not be responsible to the Tenant for the failure of any other tenants or occupants of the Property to comply with the Rules and Regulations.

27 Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or by reliable overnight delivery service with a copy delivered by facsimile to the address of the respective parties set forth

below:

Landlord:

City of Colusa
Attention: City Manager
425 Webster Street
Colusa, California

With a copy to:

Ryan R. Jones, City Attorney
6349 Auburn Blvd.
Citrus Heights, CA 95621
Telephone: (916) 771-0635

Tenant:

Front Row Builders Inc_DBA SF Metalworks
Ronald Joe Moore, CEO
1167 Parker St.
Colusa, CA 95932

The Landlord or the Tenant may from time to time designate any other addressees and addresses for notices or deliveries by written notice to the other party.

27. Bankruptcy.

27.1 The Landlord and the Tenant hereby expressly agree and acknowledge that it is the intention of both parties that in the event during the term of this Lease, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §101, *et seq.*, ("Code"), this Lease is and shall be treated as an unexpired lease of nonresidential real property for purposes of §365 of the Code, 11 U.S.C. §365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said §365 (as may be amended).

27.2 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC §§ 101, *et seq.*, shall be deemed without further act to have assumed all of the obligations of the Tenant arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and

deliver to the Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the Landlord, shall be the exclusive property of the Landlord, and shall not constitute property of the Tenant or of the estate of the Tenant within the meaning of the Code. Any monies or other considerations constituting the Landlord's property under the preceding sentence not paid or delivered to the Landlord shall be held in trust for the benefit of the Landlord and be promptly paid to the Landlord.

28 Miscellaneous.

28.1 CASp Inspection. The Premises have not undergone inspection by a Certified Access Specialist (CASp) (as defined in California Civil Code §1938). [change this section if CASp inspection done.]

28.1.1 A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

28.1.2 Nothing herein will relieve the Tenant's compliance obligations as to the Premises as set forth in Section 8 above.

28.2 Severability. If any provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease to retain the economic effect of the invalid or unenforceable provisions.

28.3 Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease have full power and authority, to execute and deliver this Lease, and that this Lease constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

28.4 Waivers. No provision of this Lease shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the

implementation or administration of the terms of this Lease shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease.

28.5 **Governing Law, Courts.** This Lease shall be governed by and construed in accordance with the laws of the State of California. Sole venue for any legal claim arising hereunder shall be in the Superior Court of the State of California in Colusa County at the courthouse or in the court district closest to the Property.

28.6 **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs as may be awarded by the court.

28.7 **Survival.** Terms, conditions, obligations, and indemnifications of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will survive.

28.8 **Memorandum of Lease.** The Landlord acknowledges that a Memorandum of Lease substantially in the form annexed hereto as Exhibit C will be recorded by the Landlord in the Official Records of the County of Colusa, California.

28.9 **Entire Agreement; Amendments.** This Lease constitutes the entire agreement and understanding between the parties regarding the Tenant's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by duly authorized representatives of both parties.

28.10 **No Presumptions Regarding Preparation of Lease.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease.

28.11 **Interpretation.**

28.11.1 Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28.11.2 The headings in this Lease are for reference only and are not incorporated in any term herein.

28.12 **No Personal Liability of Officials and Employees of either party.** No elected official, officers, employees, agents, stockholders, directors or volunteers of either Party shall be personally liable for any default or liability whatsoever under this Lease, except in instances of criminal negligence.

28.13 Public Document. The Landlord is a municipal corporation under the laws of the State of California. The Landlord and the Tenant acknowledge that this Lease is subject to public disclosure as specified by California Government Code § 6250 *et seq.* and is a "public record" within the meaning of California Government Code § 6252(e).

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease is effective as of the date first above written.

CITY OF COLUSA,
a political subdivision of the State of California

Jesse Cain, City Manager City of Colusa

Approved as to Form:

Ryan R. Jones, City Attorney

Attest:

Shelly Kittle, City Clerk, City of Colusa

TENANT:
Front Row Builders Inc

By: _____
Ronald Joe Moore, CEO

EXHIBIT A
DEPICTION OF LEASED BUILDING AREA

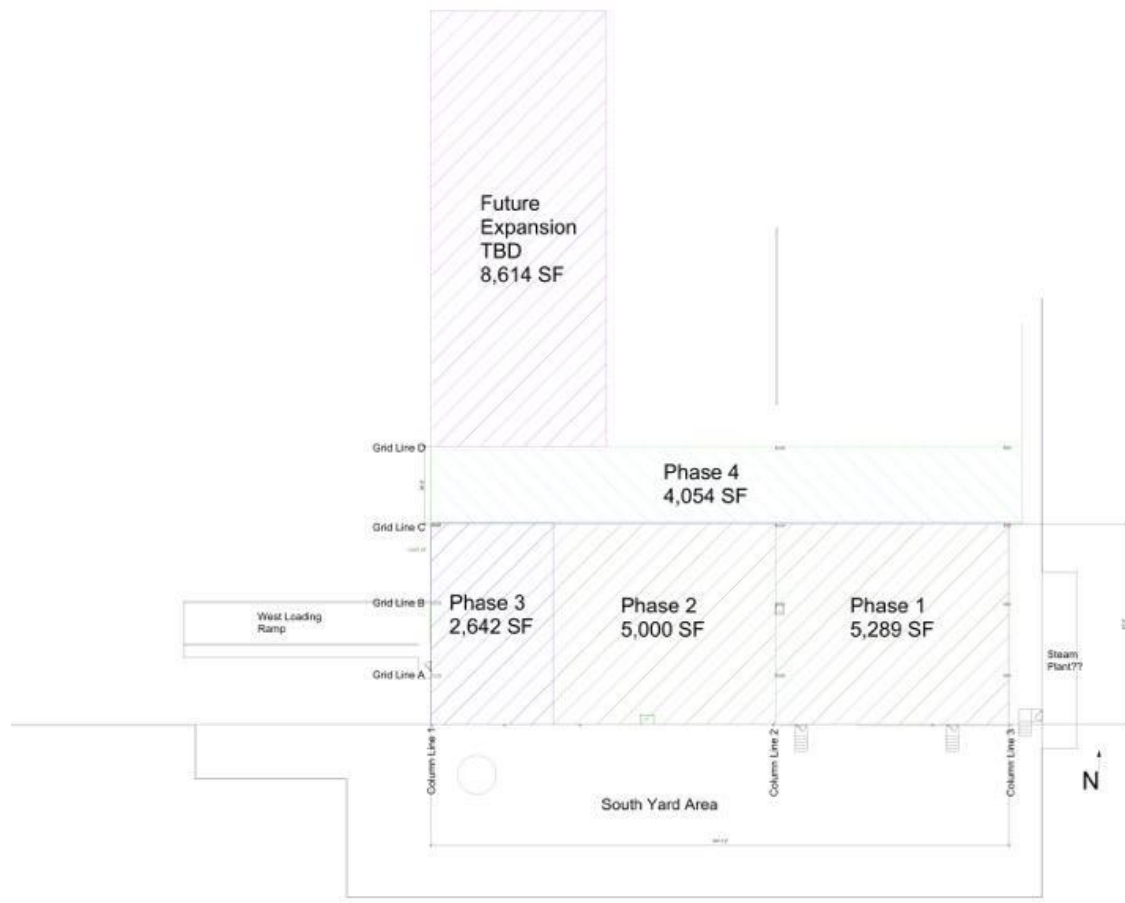


EXHIBIT B

MEMORANDUM OF LEASE

This is a Memorandum of Lease ("**Memorandum**") made and entered into as of this _____ day of _____, 2025, by and between the CITY OF COLUSA, a political subdivision of the State of California ("**Landlord**"), and Front Row Builders, Inc/ DBA: SF Metalworks, a California Profit Corporation ("**Tenant**"), upon the following terms:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated _____ ("**Lease**"), are hereby incorporated by reference into this Memorandum.
2. **Subject Property.** The Property which is the subject of the Lease is more particularly described and depicted as on Exhibit A, attached hereto.
3. **Subject Premises.** The Premises which is the subject of the Lease is more particularly described and depicted as on Exhibit B, attached hereto.
4. **Commencement Date of Lease.** The Lease shall be deemed to have commenced May 1st, 2025 as set forth within the terms of the Lease.
5. **Term.** The Term of the Lease shall be five years with three five-year extensions from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on May 31, 2030
6. Duplicate copies of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for Landlord and Tenant are as follows:

LANDLORD: 425 Webster Street, Colusa, CA 95932

TENANT: Front Row Builders Inc/ DBA SF Metalworks

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between the Landlord and the Tenant with respect to the Property and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which governs the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization on the dates herein acknowledged.

CITY OF COLUSA:

By: _____
Name: Jesse Cain
Title: City Manager

TENANT:
Front Row Builders Inc/ DBA Sf Metalworks

By: _____
Name: Ronald Joe Moore
Title: _____

Reimbursable Expenses for SF Metalworks at 1480 Will S. Green				Amount	Description	Remaining Balance	Period	Year
Vendor/Company	Amount to expense							
					Balance of credit after rent deduction	\$96,797.77		
Core Electric Invoice 1469	\$30,014.51			\$12,693.60	Rent for 1st year (5,289 sq ft @ \$0.20/sq ft)	\$84,104.17	Oct. 21 to Oct. 22	Year 1
Initial Emergency Roof Repair done the first month.	\$1,250.00							
Initial concrete pour by JV Custom Concrete for shop	\$6,200.00			\$12,693.60	Rent for 2nd year (5,289 sq ft @ \$0.20/sq ft)	\$71,410.57	Oct. 22 to Oct. 23	Year 2
ABC supply for roof repair	\$104.03							
Concrete finished by SFM - This was areas that JV didn't finish as well as labor and materials for concrete prep, i.e. taking out SFM labor for concrete work	\$2,750.00			\$54,310.20	Rent for 3rd year (12,931 sq ft @ \$0.35/sq ft)	\$17,100.37	Oct. 23 to Oct. 24	Year 3
	\$4,800.00							
Home Depot / Lowes / etc. charges for misc. i.e. caps and plugs for safeing off electrical and plumbing, rebar for first concrete pours, initial light bulbs, etc.	\$658.83			\$54,310.20	Rent for 4th year		Oct. 24 to Apr. 25	Year 4
Drywall for east/west main devising wall	\$819.39			4525.85	Rent for 11/1/2024 (12,931 sq ft @ \$0.35/sq ft)	\$12,574.52	Nov. 24	Year 4
Metal studs for east/west main devising wall	\$1,487.52			4525.85	Rent for 12/1/2024 (12,931 sq ft @ \$0.35/sq ft)	\$8,048.67	Dec. 24	Year 4
Labor for building devising walls	\$14,275.00			4525.85	Rent for 1/1/2025 (12,931 sq ft @ \$0.35/sq ft)	\$3,522.82	Jan. 25	Year 4
Bathroom build out	\$10,000.00			4525.85	Rent for 2/1/2025 (12,931 sq ft @ \$0.35/sq ft)	\$1,003.03	Feb. 25	Year 4
Platt - Watt monitor	\$2,253.57				Rent for 3/1/2025 (12,931 sq ft @ \$0.35/sq ft)	\$4,525.85	Mar. 25	Year 4
labor for second roof repair	\$1,785.00				Rent for 4/1/2025 (12,931 sq ft @ \$0.35/sq ft)	\$4,525.85	Apr. 25	Year 4
Materials from stock for second roof repair	\$250.00							
Watt Monitor {Plus Freight}	\$1,510.00			with approved Lease.	Rent for 5/1/2025 (12,931 sq ft @ \$0.35/sq ft plus increase of 2.8% CPI adjustment)	\$4,652.57	Year 1 - New Lease	
Watt Monitor Freight	\$14.67				Rent for 6/1/2025	\$4,652.57		
Labor for Watt Monitor - Cross Electric	\$1,437.39				Rent for 7/1/2025	\$4,652.57		
CT Leads for Watt Monitor	\$77.86				Rent for 8/1/2025	\$4,652.57		
Metal for permanent Roof Gutters	\$2,385.00				Rent for 9/1/2025	\$4,652.57		
Labor for Roof Gutters	\$14,725.00				Rent for 10/1/2025	\$4,652.57		
					Rent for 11/1/2025	\$4,652.57		
TOTAL	\$96,797.77				Rent for 12/1/2025	\$4,652.57		
					Rent for 1/1/2026	\$4,652.57		
					Rent for 2/1/2026	\$4,652.57		
					Rent for 3/1/2026	\$4,652.57		
					Rent for 4/1/2026	\$4,652.57		
					Total rent for the year	\$55,830.84		
					Year 2 of new Lease starts May 1st. 2026			

Commercial Lease CPI Escalation Analysis: Colusa, CA (Based on 2024 Data)

Introduction

This report details the calculation of the applicable Consumer Price Index (CPI) rate for a commercial lease renewal negotiation concerning a property in Colusa, California, referencing the calendar year 2024. As official CPI data for the full calendar year 2025 will not be available until early 2026, the standard practice for lease adjustments effective in 2025 is to use the most recently completed annual data, which corresponds to the change observed during 2024. This analysis utilizes data from the U.S. Bureau of Labor Statistics (BLS), the authoritative source for CPI information in the United States.

Applicable CPI Data Series

The Bureau of Labor Statistics does not publish a specific CPI index solely for Colusa, California. In such cases, the BLS recommends using a broader regional index for escalation clauses due to larger sample sizes and greater statistical reliability compared to more granular, potentially volatile local indices. Based on the location of Colusa and standard practices, the **Consumer Price Index for All Urban Consumers (CPI-U) for the West Urban Region** has been selected for this analysis. The CPI-U represents the spending patterns of approximately 93 percent of the total U.S. population, including residents of urban or metropolitan areas across various employment statuses and income levels, making it a comprehensive measure suitable for commercial lease adjustments.

Data Source: U.S. Bureau of Labor Statistics (BLS) **Series ID:** CUUR0400SA0 **Series Title:** All items in West urban, all urban consumers, not seasonally adjusted **Base Period:** 1982-84=100 **Data URL:** <https://data.bls.gov/timeseries/CUUR0400SA0>

CPI Rate Calculation (Annual Change for 2024)

The standard method for calculating the annual CPI rate for lease escalation is to determine the percentage change between the average index values of the two most

recent consecutive calendar years. For this analysis, we use the annual average CPI-U for the West Urban Region for 2023 and 2024.

- **2023 Annual Average CPI-U (West Region):** 323.834
- **2024 Annual Average CPI-U (West Region):** 332.945

The percentage change is calculated as follows:

$$\text{Percentage Change} = [(CPI_{2024} - CPI_{2023}) / CPI_{2023}] * 100$$

$$\text{Percentage Change} = [(332.945 - 323.834) / 323.834] * 100$$

$$\text{Percentage Change} = [9.111 / 323.834] * 100$$

$$\text{Percentage Change} \approx 2.81348\%$$

For practical application in lease agreements, the rate is typically rounded. Rounding to one decimal place:

Calculated CPI Rate for 2024 (West Region, CPI-U): 2.8%

This 2.8% represents the inflation rate experienced by urban consumers in the Western U.S. during the calendar year 2024 and is the recommended figure for the 2025 lease renewal negotiation based on this specific index.

Justification and Supporting Sources

The use of CPI for commercial rent escalation and the selection of the West Region CPI-U are supported by official BLS documentation:

1. **Use of CPI for Rent Escalation:** The BLS explicitly acknowledges the use of CPI for adjusting rents. The Handbook of Methods states that "CPI indexes are used to adjust... consumer and commercial rent escalations." (Source 1)
2. **Use of Unadjusted Data:** For escalation agreements, the BLS recommends using unadjusted CPI data (like the series used here) because it reflects the actual prices consumers pay and is considered final upon release, unlike seasonally adjusted data which is subject to revision. The CPI News Release Technical Note confirms, "Unadjusted data are also used extensively for escalation purposes." (Source 2)
3. **Use of Regional Data:** When a specific local index is unavailable or has a small sample size (making it volatile), the BLS advises using broader regional or U.S. city average data for escalation. The CPI Frequently Asked Questions page states, "If users choose to use a local index, BLS recommends using an index for the appropriate region or population size class, which have larger sample sizes than

specific metropolitan area indexes." This justifies the use of the West Region index for Colusa. (Source 3)

Item 5.

4. **Finality of CPI-U Data:** The CPI-U series is considered final when issued, providing stability for contractual agreements. Revisions are generally not performed, which is crucial for escalation clauses. (Source 3)

Conclusion

Based on the official data and methodologies published by the U.S. Bureau of Labor Statistics, the recommended CPI rate for the commercial lease renewal in Colusa, CA, referencing the 2024 calendar year, is **2.8%**. This rate is derived from the annual change in the Consumer Price Index for All Urban Consumers (CPI-U) for the West Urban Region.

References

1. Source 1: BLS Handbook of Methods - CPI Overview

- URL: <https://www.bls.gov/opub/hom/cpi/>
- Relevant Excerpt: "CPI indexes are used to adjust... consumer and commercial rent escalations."

2. Source 2: BLS CPI News Release Technical Note

- URL: <https://www.bls.gov/cpi/technical-notes/>
- Relevant Excerpt: "Unadjusted data are also used extensively for escalation purposes."

3. Source 3: BLS CPI Frequently Asked Questions (FAQ)

- URL: <https://www.bls.gov/cpi/questions-and-answers.htm>
- Relevant Excerpts: Confirmation of CPI-U use in escalation, finality of data, and recommendation for regional indexes when local data is unavailable or less reliable.

4. Source 4: BLS CPI Data Series (West Region, CPI-U)

- URL: <https://data.bls.gov/timeseries/CUUR0400SA0>
- Data Points: 2023 Annual Avg = 323.834, 2024 Annual Avg = 332.945



City of Colusa California

STAFF REPORT

DATE: May 6, 2025

TO: City of Colusa Mayor and Council Members

FROM: Logan Conley, Fire Chief, through Jessie Cain, City Manager

AGENDA ITEM: Request to purchase surplus type 1 OES Engine, and approval to use Colusa Collision Center for painting services.

Recommendation: That the City Council approve Resolution 25-___, authorizing the purchase of a surplus Type 1 fire engine from the Office of Emergency Services (OES), and approving the use of Colusa Collision Center for painting services.

BACKGROUND ANALYSIS:

The Colusa Fire Department has identified a critical need to enhance its pumping and ladder capabilities in order to maintain our current ISO rating of 3. This rating plays a vital role in both community fire protection and insurance rate determination. To address this need, we propose the acquisition of a surplus Type 1 engine—a strategic, fiscally responsible step that avoids the need for a large capital loan while strengthening our operational readiness.

Current Fleet Overview:

E551 – 2013 Spartan High Tech, 1,200 GPM Type 1 Engine

E552 – 2002 Westates, 1,200 GPM Type 1/2 Engine

E553 – 2009 International HME, 500 GPM Type 3 Engine

E556 – 2020 Dodge 5500 with skid pump, 250 GPM Type 6 Engine

While these apparatuses provide a broad range of suppression and rescue capabilities, the aging fleet, particularly E552, limits our capacity to meet evolving demands, especially when units are taken out of service for maintenance or repairs.

Operational Impact:

The addition of a surplus Type 1 engine will significantly improve our pumping capacity and overall depth of service. This enhancement will ensure continuity of operations during peak demand or apparatus downtime and provide additional support for structure fires, mutual aid requests, and extended incidents.

It's important to note that this acquisition is not intended to replace the long-term need for new apparatus, as recommended under NFPA equipment replacement standards. Instead, it serves as a cost-effective, interim solution that allows the department to maintain essential service levels and operational efficiency while budgetary conditions are addressed.

Paint and Body Work:

To ensure the newly acquired engine is consistent with the appearance and branding of our existing fleet, I am requesting approval to utilize Colusa Collision Center for the necessary paint and body work.

Quotes were requested from both local paint and body shops to ensure transparency and fiscal responsibility. Both estimates have been included for council review and consideration. After evaluating pricing, availability, and prior experience, Colusa Collision Center is recommended as the most suitable option for this work.

Engine Striping and Miscellaneous Equipment

The quote for paint and bodywork does not include striping. All striping and placement of identification decals will be completed in-house. Upon delivery of the engine, it will need to be fully equipped with tools, hose, portable radios, and other necessary gear. While we have many of these items in our surplus inventory, we anticipate the need to purchase additional nozzles, hose adapters, valves, and various other miscellaneous items to fully outfit the engine as a Type 1 apparatus.

BUDGET IMPACT:

The total cost of the surplus engine, including miscellaneous equipment, striping, paint, and body work, is estimated to be \$60,000, funded through the Fire Department's Capital Improvement Fund.

The breakdown is as follows.

1. Apparatus Cost: \$40,000
2. Paint and Body Work: 13,500
3. Engine Striping and misc. equipment: \$6,500

STAFF RECOMMENDATION: Council to approve Resolution 25-

ATTACHMENT:

- Exhibit A
 - Quote – Colusa Collision Center
- Exhibit B
 - Quote – Selovers Autobody Repair
- Resolution 25-

RESOLUTION NO. 25-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING THE PURCHASE OF A SURPLUS TYPE 1 FIRE ENGINE FROM THE OFFICE OF EMERGENCY SERVICES AND APPROVING THE USE OF COLUSA COLLISION CENTER FOR PAINTING SERVICES**

WHEREAS, the Colusa Fire Department has identified a critical need to enhance its pumping and ladder capabilities in order to maintain its ISO rating of 3; and

WHEREAS, the acquisition of a surplus Type 1 fire engine from the Office of Emergency Services (OES) represents a fiscally responsible interim solution to address operational demands and aging fleet limitations; and

WHEREAS, this purchase will strengthen the department's ability to respond to structure fires, provide mutual aid, and maintain service continuity during apparatus downtime; and

WHEREAS, painting and body work are necessary to match the newly acquired apparatus with the department's existing fleet, and quotes were obtained from multiple vendors to ensure transparency; and

WHEREAS, based on a review of cost, availability, and prior service, Colusa Collision Center is recommended as the vendor for paint and body services; and

WHEREAS, the total estimated cost of \$60,000, which includes the purchase of the apparatus, paint and body work, and miscellaneous equipment and striping, shall be funded through the Fire Department's Capital Improvement Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colusa hereby:

Authorizes the purchase of a surplus Type 1 fire engine from the Office of Emergency Services at an estimated cost of \$40,000.

Approves the use of Colusa Collision Center for paint and body services at an estimated cost of \$13,500.

Authorizes the procurement of necessary striping and miscellaneous equipment not to exceed \$6,500.

Directs that funding for the total project cost, not to exceed \$60,000, be allocated from the Fire Department's Capital Improvement Fund; and

Authorizes the Fire Chief to take all necessary steps to complete the purchase and preparation of the surplus engine for service.

PASSED AND ADOPTED by the City Council of the City of Colusa on this 6th day of May, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

ATTEST:

SHELLY KITTLE, CITY CLERK



COLUSA COLLISION CENTER

533 MAIN ST, COLUSA, CA 95932

Phone: (530) 619-4050

FAX: (530) 619-4049

Workfile ID: b3d5c075
 Federal ID: 92-4003630
 State EPA: CAL000478189
 License Number: 3717
 BAR: 306149

Preliminary Estimate

Customer: COLUSA FIRE DEPT.

Job Number:

Written By: Josh Rainsbarger

Insured: COLUSA FIRE DEPT.

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

COLUSA FIRE DEPT.

Inspection Location:

COLUSA COLLISION CENTER

533 MAIN ST

COLUSA, CA 95932

Repair Facility

(530) 619-4050 Business

Insurance Company:

VEHICLE

FIRE TRUCK

VIN:

Interior Color:

Mileage In: 0

Vehicle Out:

License: 00

Exterior Color:

Mileage Out:

State: CA

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Body Side Moldings

Tinted Glass

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Signal Integrated Mirrors

California Emissions

Preliminary Estimate

Customer: COLUSA FIRE DEPT.

Job Number:

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		ROOF					
2	*	Rpr Roof panel				0.5	4.5
3		Add for Clear Coat					1.8
4		FRONT DOOR					
5	*	Rpr RT Door shell				10.0	3.0
6		Overlap Major Adj. Panel					-0.4
7		Add for Clear Coat					0.5
8	*	Rpr LT Door shell				10.0	3.0
9		Overlap Major Adj. Panel					-0.4
10	*	Add for Clear Coat					0.5
11		SIDE LOADING DOOR					
12	*	Rpr RT Door shell standard WB w/o glass				10.0	4.0
13		Overlap Major Adj. Panel					-0.4
14	*	Add for Clear Coat					0.7
15	*	Rpr LT Door shell standard WB w/o glass (HSS)				10.0	4.0
16		Overlap Major Adj. Panel					-0.4
17	*	Add for Clear Coat					0.7
18	#	Refn CAB					18.0
19	#	Repl DECALS PROVIDED BY CFD		1	X	8.0	
SUBTOTALS					0.00	48.5	39.1

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				0.00
Body Labor	48.5 hrs	@	\$ 124.00 /hr	6,014.00
Paint Labor	39.1 hrs	@	\$ 124.00 /hr	4,848.40
Paint Supplies	39.1 hrs	@	\$ 58.00 /hr	2,267.80
Subtotal				13,130.20
Sales Tax	\$ 2,267.80	@	8.7500 %	198.43
Grand Total				13,328.63

Customer: COLUSA FIRE DEPT.**Job Number:**

2019 RAM ProMaster Cargo Van 2500 159" WB High Roof 3D VAN 6-3.6L Gasoline Sequential MPI

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

""CURE TIME"" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Customer: COLUSA FIRE DEPT.**Job Number:**

2019 RAM ProMaster Cargo Van 2500 159" WB High Roof 3D VAN 6-3.6L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TB14, CCC Data Date 03/17/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



Selovers Inc

Everything we do looks like new
401 Jay St, Colusa, CA 95932
Phone: (530) 458-4335
FAX: (530) 458-7427

Workfile ID: 3aad25df
Federal ID: 68-0304210
Resale Number: SRKHD993
BAR: ARD 1
Item 6.

Estimate

RO Number:

Customer: CITY OF COLUSA FIRE Insurance: Adjuster: Estimator: Rich Selover Sr.
Phone: Create Date: 4/22/2025
Claim: PAINT OF FIRE TRUCK
Loss Date:
Deductible:

(530) 682-5377

VIN: 1111 Interior Color: Mileage In: Vehicle Out:
License: OES TRUCK Exterior Color: Mileage Out:
State: Production Date: Condition: Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01	Remove/Install	8 ROLLUP DOORS				20.0	Body	
2	E01	Refinish	8 DOOR						20.0
3	E01	Refinish	ROOF						8.0
4	E01	Refinish	DOORS						10.0
5	E01	Refinish	BODY						10.0
6	E01	Refinish	WHEELS FOR COVER BLACK						4.0

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Labor, Body			126.00	20.0	2,520.00
Labor, Refinish			126.00	52.0	6,552.00
Material, Paint			100.00	52.0	5,200.00
Subtotal					14,272.00
Sales Tax					455.00
Grand Total					14,727.00
Net Total					14,727.00

Estimate Version	Total \$
Original	14,727.00

Insurance Total \$: 0.00
Received from Insurance \$: 0.00
Balance due from Insurance \$: 0.00

Customer Total \$: 14,727.00
Received from Customer \$: 0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

4/22/2025 7:54:47 AM

Page 71

Estimate

RO Number:

Item 6.

Balance due from Customer \$:

14,727.00

AUTHORIZED AND ACCEPTED: You are hereby authorized to make the above specified repairs, along with the necessary materials and labor. Selover's and their employees may operate the above vehicle for the purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vehicle to secure the amount of repairs there to. The Body Shop will not be held responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, accident or any other cause beyond your control. STORAGE WILL BE CHARGED FORTY-EIGHT HOURS AFTER REPAIRS ARE COMPLETED. IN THE EVENT LEGAL ACTION IS NECESSARY TO ENFORCE THIS CONTRACT, I WILL PAY REASONABLE ATTORNEY'S FEES AND COURT COSTS. Without the proper materials the Body Shop may not be able to repair my auto to factory standards. I acknowledge that obtaining the proper parts, materials and labor may cause an increase in the original estimated price. Parts removed from the above vehicle will be discarded unless otherwise instructed. SELOVER'S WILL GUARANTEE ALL WORKMANSHIP FOR AS LONG AS I OWN THE VEHICLE. AXALTA WILL WARANTY ALL PAINT MATERIALS FOR NO LESS THAN 5 YEARS.

SIGNED X _____ DATE _____

I understand that payment in full will be due upon release of the vehicle, including additional supplemental damage charges.

Terms STRICTLY CASH Unless Arrangements made Prior to repair of vehicle.

"DESIGNATION OF PERSONS TO AUTHORIZE ADDITIONAL WORK OR PARTS"

I HEARBY DESIGNATE THE INDIVIDUAL NAMED BELOW TO AUTHORIZE ANY ADDITIONAL WORK NOT SPECIFIED OR PARTS NOT INCLUDED IN THE ORIGINAL WRITTEN ESTIMATED PRICE OF PARTS AND LABOR.

NAME OF DESIGNEE: _____ PHONE NUMBER _____

FAX NUMBER _____ EMAIL ADDRESS _____

NAME OF CUSTOMER _____ WORK ORDER NU _____

BAR# 174032

Fed Tx Id 68-0304310

State of California – California Governor's Office of Emergency Services
STATE ASSISTANCE FOR FIRE EQUIPMENT ACT

3500)

(Government Code 8589.8 et seq.)

RESALE CONTRACT

(SAFEACT PCA-02370, I

Item 6.

CONTRACT NO: OES-338 X-REF: OES 338

DATE: April 11, 2025

City of Colusa
750 Market St.
Colusa, CA 95932

SELLER NAME AND ADDRESS:

STATE OF CALIFORNIA
California Governor's Office of Emergency Services - S.A.F.E. Act
3650 Schriever Avenue
Mather, CA 95655

YOU, THE BUYER, MAY BUY THE VEHICLE DESCRIBED BELOW FOR CASH OR ON CREDIT. THE VEHICLE PRICE AND THE TOTAL AMOUNT FINANCED ARE SET FORTH BELOW. BE SIGNING THIS CONTRACT, YOU CHOOSE TO BUY THE VEHICLE PURSUANT TO THE TERMS OF THIS AGREEMENT.

VEHICLE - NEW OR USED	CHASSIS - YEAR AND MAKE	FIREBODY MANUFACTURER	NUMBER OF CYLINDERS	VIN	ODOMETER MILES
USED	2006 HME	WESTSTATES	8	44KFT42886WZ20938	43,452

ITEMIZATION OF THE AMOUNTS PAID AND FINANCED

(1) VEHICLE PRICE **\$40,000**
(2) DOWN PAYMENT \$ **0**
(3) AMOUNT FINANCED: (a) Principal Amount Financed \$ **0**
(b) Interest: RATE: % per annum \$ **0**
TOTAL AMOUNT FINANCED \$ **0**

PAYMENT SCHEDULE -- NOTICE TO BUYER: YOU ARE OBLIGATED TO PAY TO SELLER THE AMOUNTS SPECIFIED HEREIN --

NUMBER OF PAYMENTS: AMOUNT OF EACH PAYMENT AND DATE DUE:
(1) \$ / / (2) \$ / / (3) \$ / / (4) \$ / / (5) \$ / /

TERMS AND CONDITIONS

A. DOWNPAYMENT: The minimum downpayment on any loan through the Office shall be ten percent (10%) of the total purchase price. Upon your request and conditioned upon approval by the Office, you may defer up to one-half (ie; 50%) of your minimum downpayment for a maximum of thirty (30) days. If you request a deferral, the amount you pay to the Office upon execution of this contract will be considered a deposit, and will be returned to you should you fail to tender the balance of the downpayment (ie; the amount deferred) when it is due. Transfer of the vehicle to you is contingent upon receipt and satisfaction (by the Office) of the deferred balance of your downpayment.

B. PAYMENTS: You must make all payments when they are due. You may prepay your debt at any time. If you choose to prepay your debt, you will not be assessed a prepayment penalty.

C. SECURITY INTEREST: You give the Office a security interest in the vehicle and in all money or goods received for the vehicle. This secures payment for all the amounts you owe in this contract.

D. USE OF VEHICLE: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle and you must keep it free from the claims of others. You also may not alter or modify the vehicle in any way that reduces or impairs its operational capabilities.

E. WARRANTIES: The Office makes no warranties, either expressed or implied, regarding the vehicle or its equipment. You understand that the vehicle and its equipment is being sold to you in an "AS-IS" condition.

F. ASSIGNMENT: You cannot assign this contract in whole or part, nor can you allow another to assume this contract.

G. TERM OF CONTRACT: The term of this contract shall not exceed five (5) years (Gov. Code Sec. 8589.13).

H. DEFAULT: You will be in default if you fail to make any payment within 30 days of the date the payment is due, or if a bankruptcy petition is filed by or against you, or if you fail to keep any other agreement in this contract.

I. RENEGOTIATION OF CONTRACT: If you default under the terms of this agreement, the Office will renegotiate your contract, provided you submit a written request for renegotiation within 30 calendar days after your default. The term of any renegotiated contract shall not exceed five years from the date of execution of this agreement (ie; original contract).

J. REPOSSESSION: The Office will repossess if you default (see Section H) for sixty (60) consecutive days, or if your contract has been renegotiated (see Section I) and you default under the terms of your renegotiated contract. Should the Office be forced to repossess, you will be sent a notice. The notice will state that you may redeem (buy back) the vehicle for a specified amount. You may redeem the vehicle up to the time the Office sells it or agrees to sell it. If you do not cure the default within this time frame, the vehicle will be sold. If the vehicle is sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are those paid as a direct result of having to repossess the vehicle, hold it, prepare it for sale and sell it. Lawyer's fees and legal costs permitted by law are allowed also. If there is any money left (ie; surplus) it will be paid to you. If the money from the sale is not enough to pay off this contract costs, you must pay what is still owed to the Office.

K. MUTUAL AID: You must make the vehicle and its equipment available to other local agencies within your county as part of a mutual aid agreement, pursuant to state law. The vehicle and equipment shall be available for mutual aid responses for the entire term of this contract.

L. GENERAL: This contract is for the sale and purchase of fire vehicles and associated equipment only. Any change in this contract must be in writing and signed by you and the Seller. The Law of California applies to this contract. If that law does not allow all of the agreements contained in this contract, the ones that are not allowed will be void. The rest of the contract will still be valid and enforceable.

NOTICE TO BUYER: (1) You will be required to pay STATE SALES TAX on this purchase when you register the vehicle. (2) Do not sign this contract before you read it or if it contains any blank spaces to be filled in. (3) You are entitled to a completely filled-in copy of this contract. (4) If you default in the performance of your obligations under this contract, the vehicle may be repossessed, and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

By signing below, BUYER accepts this contract and acknowledges receipt of a completely filled-in copy of this contract.

BUYER: Department

BY

Jessie Cain

DATE: April 11, 2025

By signing below, SELLER accepts this contract:

SELLER: CALIFORNIA GOVERNOR'S OFFICE of EMERGENCY SERVICES

BY:

Mitch Higgins

DATE: April 11, 2025