



PLANNING COMMISSION

Wednesday, June 26, 2024

Regular Meeting - 7:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

AGENDA

The public may address the Commission on any agenda item during the Commission's discussion of that item, not to exceed three (3) minutes. We ask that the speaker kindly be recognized by the Planning Commission Chair before speaking and be limited to one comment, per item.

Chair – John Martin

Vice Chair – Jean-Pierre Cativiela

Commissioner - Thomas Roach

Commissioner - Vicky Willoh

Commissioner – Sara Andreotii

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

CONSENT CALENDAR - None.

PUBLIC COMMENTS *The Planning Commission may read / address comments on any item concerning subject matter that is within the Planning Commission's jurisdiction. No action may be taken on items not posted on the agenda, other than to briefly respond, refer to staff, or to direct that an item be placed on a future agenda.*

COMMISSION CONSIDERATION

1. Planning Commission consider the project, review, and make a recommendation to the City Council for a Development Agreement, General Plan Amendment, Rezone and Tentative Subdivision Map. See attached Resolution and amendment and supporting documentation.

Proposed Motion: I move that the Planning Commission adopt Resolution No. 23-___, recommending that the City Council adopt the mitigated negative declaration (it can be accessed online at: .), and approve the Development Agreement, General Plan Amendment, Rezone, Tentative Subdivision Map subject to Conditions of Approval.

PUBLIC COMMISSION MATTERS *Discussion of current Planning Department projects.*

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

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.

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City of Colusa California

STAFF REPORT

DATE: June 26, 2023
TO: Planning Commission – Action Item – Public Hearing
FROM: David Swartz, City Engineer
 Jake Morley, Planning Consultant

AGENDA ITEM: Wescott Subdivision. – Development Agreement, General Plan Amendment, Rezone and Tentative Subdivision Map

Recommendation: Planning Commission consider the project, review, and make a recommendation to the City Council for a Development Agreement, General Plan Amendment, Rezone and Tentative Subdivision Map. See attached Resolution and amendment and supporting documentation.

Proposed Motion: I move that the Planning Commission adopt Resolution No. 23-___, recommending that the City Council adopt the mitigated negative declaration (it can be accessed online at: <https://cityofcolusa.com/public-notices/>), and approve the Development Agreement, General Plan Amendment, Rezone, Tentative Subdivision Map subject to Conditions of Approval.

SUMMARY

The proposed project site is approximately 90.95 acres in size and is in the southern portion of the city. The western boundary fronts Wescott Road, while the eastern boundary fronts the Sunrise Landing subdivision (**Attachment 1 – Location Aerial**). The site is bordered by an existing single-family development to the north and vacant fields to the south. The site is just west of the Colusa County Airport and includes the following components:

1. A General Plan Amendment and Rezone to change the current land use designation from R1- Single Family Residential, to a variety of land uses to include R1-Single Family Residential zoning with a PD Planned Development Overlay, R2-Two Family Housing Residential zoning with a PD Planned Development Overlay, R3-Neighborhood Apartment Housing zoning with a PD Planned Development Overlay, CM Commercial zoning with a PD Planned Development Overlay, OS - Open Space zoning and finally PR Park - Recreation zoning.
2. A Tentative Subdivision Map to include the division of land into 170 Single Family lots, 52 Two Family Lots, 1 Neighborhood Apartment lot totaling 7.45 acres, 1 Commercial

lot totaling 1.17 acres, 1 park lot totaling 3.51 acres and 2 Open Space lots totaling 14.03 acres.

3. The request also contains a Development Agreement.

BACKGROUND AND ANALYSIS:

Currently the subject site is vacant with no structural improvements associated with it. The site is routinely utilized for agricultural activities, typically tomatoes. When not in production, the site is routinely mowed and tilled to minimize weeds and prepare the site for the next planting season.

Note: Succinctly, a PD Overlay provides flexibility and modification to the municipal code for efficient land use and development practices. It allows for variations to be approved by the planning commission for the R-1 lots on this project, as our code requires 80 wide lots, and the applicant is requesting a reduction in some lot widths to 60 feet.

In the 2007 General Plan, the subject site is noted as an Urban Reserve. In 2021 the subject site was annexed to the City with a R1- Single Family Residential zoning designation (Resolution 2021-004). Recently, the applicant brought forward a conceptual plan to the Planning Commission to receive comments on a design of only single-family lots for the entire 90-acre site. After feedback from the Planning Commission to incorporate a variety of land use into the boundary of the site, the applicant modified the map and formally applied, which included a mix of residential densities, a commercial parcel and both open space and park lands.

General Plan Amendment and Rezone

The request includes changing the General Plan to change the parcel land use designations and zoning as follows:

Zoning District	Permitted Density	Total Acres	Parcel Size Range (Total)	Density/Unit Potential
R-1/PD Single Family Residential -Planned Development Overlay	3-8 units per acre	46.54	6,534 sq.ft to 16,988 sq.ft. (170)	3.6/170
R-2/PD Two Family Residential – PD Planned Development Overlay	8-12 units per acre	16.27	8,712 sq.ft. to 21,780 sq.ft (52)	7.9 to 11.98 units per acre or 130 to 195 total units
R-3/PD Neighborhood Apartment Planned Development Overlay	12-20 units per acre	7.45	7.45	12 to 20 units per acre or 89 to 149 total units
CM/PD Commercial- Planned Development Overlay	None	1.17	1.17	None
OS Open Space	None	3.31	3.31	None
PR Park Recreation	None	14.03	14.03	None

Tentative Subdivision Map

The Applicant is proposing to subdivide the property into one hundred and seventy (170) single-family residential lots, fifty-two (52) two family residential lots, one (1) 7.45-acre neighborhood apartment parcel lot, one (1) 14.03-acre Open Space parcel, one (1) 3.51-acre Park parcel, and one (1) 1.17-acre Commercial parcel (**Tentative Subdivision Map, Attachment 2**). The layout of the project, as noted on the Tentative Subdivision Map prepared by North Valley Engineering and Survey (Attachment 3) illustrates that access the Project Site will be from Kittyhawk Drive and Sunrise Boulevard from the east, which will extend through the subdivision and connect to Wescott Boulevard, which runs along the western boundary of the entire project boundary.

Two new additional streets, Streets “G” and “I”, will connect to Wescott Boulevard. Street “I” will connect through the entire length of the boundary and be stubbed out for future connection to a vacant 13-acre parcel. Internally, Streets “A”, “C”, “F”, “H”, “J,” and “K” connect to one another or connect to Kittyhawk Drive and Sunrise Boulevard. Streets “B”, “D” and “L” are cul-de-sacs within the subdivision.

Mitigation Measures found in the Initial Study (which, among other items, included an updated traffic and air quality/GHG study), require that pedestrian connectivity be included in the improvement plans, illustrating that a pathway be created at the end of each cul-de-sac to ensure easy access for pedestrians to the park to the south. An additional measure requires the construction of a Class II bicycle facility along Wescott Road.

All internal utilities would be placed underground and all new single-family homes within the subdivision would contain solar collectors and internal sprinkler systems.

Colusa County Airport Land Use Commission

The Site is located approximately 0.4 miles west of the Colusa County Airport, a public-use airport. Except for approximately 1.097- acre of the northeastern corner of the Site which is in the C1 Zone (Outer Approach/Departure Zone), the balance of the Site is in the C3 Zone (Secondary Traffic Pattern) of the Colusa County Airport Land Use Compatibility Plan (Map 3A, September 2014).

Pursuant to Table 3A, single-family, townhouse, multi-family residential, apartments, condominiums are considered “Normally Compatible” which means “that normal examples of the use are presumed to comply with the noise, safety, airspace protection, and overflight criteria” (ALUCP Policy 3.2.2.a.1) and therefore, there are no intensity, density restrictions or open space requirements.

Besides the residential land uses, the Project is proposing three other land uses within its boundaries, those being commercial, open space and park areas. In terms of the commercial area, the ALUCP notes that a range of land uses that could be accommodated within the City’s zoning district as well as the ALUCP. Each of these land uses in the Plan (Page 3-35, Table 3A) are listed as both “conditional” and “normally compatible”, with restrictions on them depending on the specific land use. Mitigation Measures found in the Initial Study have ensured that any future development and improvements within the commercial, open space and park areas would need additional ALUC review and determination for compatibility.

It should be noted that the Open Space area is designed in a manner to continue the Open Space that is found in the Sunrise Landing Subdivision located to the east. This Open Space corridor is placed here because of a previous noise study (2005 – Bollard & Brennan, Incl. Consultants in Acoustics and Noise Control Engineering) notes that flight activities from crop dusters leaving the airport from the north (Runway 31) fly west over the site, which produces noise contours in this area. The introduction of the Open Space removes residential land uses from noise contours associated with this flight traffic. reduces proposed residential land uses out of the noise contours.

At the March 4, 2024 Colusa County Airport Land Use Commission (ALUC) the proposal to amend the General Plan, Rezone the property, and subdivided the site into residential lots was found to be in compliance with the 2014 Colusa County Airport Land Use Compatibility Plan

(ALUCP) in that the proposed changes are consistent with the C1 and C3 Compatibility Zones subject to ALUC conditions of approval (**Attachment 3**).

GENERAL PLAN

Re-designating and rezoning the subject property from R-1 Single Family Residential to a variety of residential densities and land uses, commercial, open space and park land would not only increase the opportunity for both home ownership, but rental opportunities as well. With both commercial, open space and park land in the project, the site would be considered mixed use and can accommodate needs of the future residences. The layout of the map takes into consideration the existing single-family subdivisions to the north and east, by placing new single families next to them. The design also accommodates and is compatible with the Colusa County Airport Land Use Plan in that open space is placed in a manner to minimize crop dusters who generally fly across this portion of the land when leaving the airport to the east.

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 leap-frogging, including areas intended for annexation that are presently outside the city limits.

Policy LU 5.2: Development patterns shall extend primarily from Highways 20 and 45. To the extent feasible, initial phases of new developments shall begin as close as possible to existing urban areas.

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.

Policy N-1.8: The City shall protect Colusa residents from noise related to the Colusa County Airport operations.

Policy CCD-3.2: New development street patterns shall minimize distances to adjacent neighborhoods and avoid a concentration of vehicles associated with internal neighborhood trips.

Policy CCD-3.3: Neighborhoods shall be designed with a street pattern that allows for multiple routes through a neighborhood and greater opportunities for pedestrian movement.

Policy CCD-3.4: The City shall encourage and promote neighborhood design that provides pedestrian and bicyclist connectivity to community civic areas, schools, parks, workplaces, and commercial areas.

FINDINGS

The required findings for adopting the Modified Initial Study/Mitigated Negative Declaration and the proposed General Plan Amendment, Rezone, Tentative Subdivision Map are provided as part of the Planning Commission Resolution (**Attachment 4**).

PUBLIC CONTACT AND ENVIRONMENTAL REVIEW

On May 20, 2024, a 30-day public hearing notice was mailed to all landowners and residents within 300 feet of the site, and a legal notice was published in Pioneer Review. Tribal Consultation was completed in compliance with AB 52 and SB18 as part of the California Environmental Quality Act review.

Based on the results of an Initial Study, Mitigated Negative Declaration (SCH Number 2024051104) was prepared for the project and circulated for a 30-day comment period, commencing on May 23, 2024, and ending on June 26, 2024. Due to the length of the document and supporting analysis, the IS/MND is incorporated into this document as a reference; it can be accessed online at: <https://cityofcolusa.com/public-notices/>. Written comments received during the comment period are incorporated into the response to comments (**Attachment 5**). As a response to comments substitute language was added to the IS/MND and incorporated into a modified Mitigation Monitoring Reporting Program as part of **Attachment 4 Exhibit I**.

BUDGET IMPACT: None Expected – Developer funded.

ATTACHMENTS:

1. Location Aerial
2. Tentative Subdivision Map
3. ALUC Conditions of Approval

WESCOTT RANCH PROJECT LOCATION MAP



PROJECT NOTES:

OWNERS

BLUE HERON RIDGE INC
50 SUNRISE BLVD.
COLUSA, CA 95932
(530) 458-2118

WESCOTT RANCH LLC
642 5TH STREET
COLUSA, CA 95932

DEVELOPER:

COLUSA INDUSTRIAL PROPERTIES
50 SUNRISE BLVD.
COLUSA, CA 95932
(530) 458-2118

ENGINEER/SURVEYOR:

GEORGE L. MUSALLAM LS 7104
NORTH VALLEY ENGINEERING
AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CALIFORNIA 95993
(530) 713-0417

ASSESSOR'S PARCEL NUMBER:

APN: 017-130-107(1.98 AC +/-)
APN: 017-030-050 PORTION OF (88.97 AC +/-)

AREA OF ALL PARCEL

88.97 AC +/-

EXISTING USE:

ROW CROP

EXISTING ZONING:

R-1

PROPOSED ZONING:

R-1/PD LOW DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (46.54 AC +/-)
R-2/PD MEDIUM DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (16.27 AC +/-)
R-3/PD HIGH DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (7.45 AC +/-)
CM/PD COMMERCIAL- PLANNED DEVELOPMENT (1.17 AC +/-)
PARK (3.51 AC +/-)
OS OPEN SPACE (14.03 AC +/-)

WATER, SEWER

CITY OF COLUSA

STORM DRAINAGE

CITY OF COLUSA

GROUND SLOPE

PROPERTY HAS BEEN LEVELED
1% SLOPE IN THE SOUTHWEST DIRECTION

UNDERGROUND ALERT SERVICES:

1-800-642-2444

ELECTRIC & NATURAL GAS:

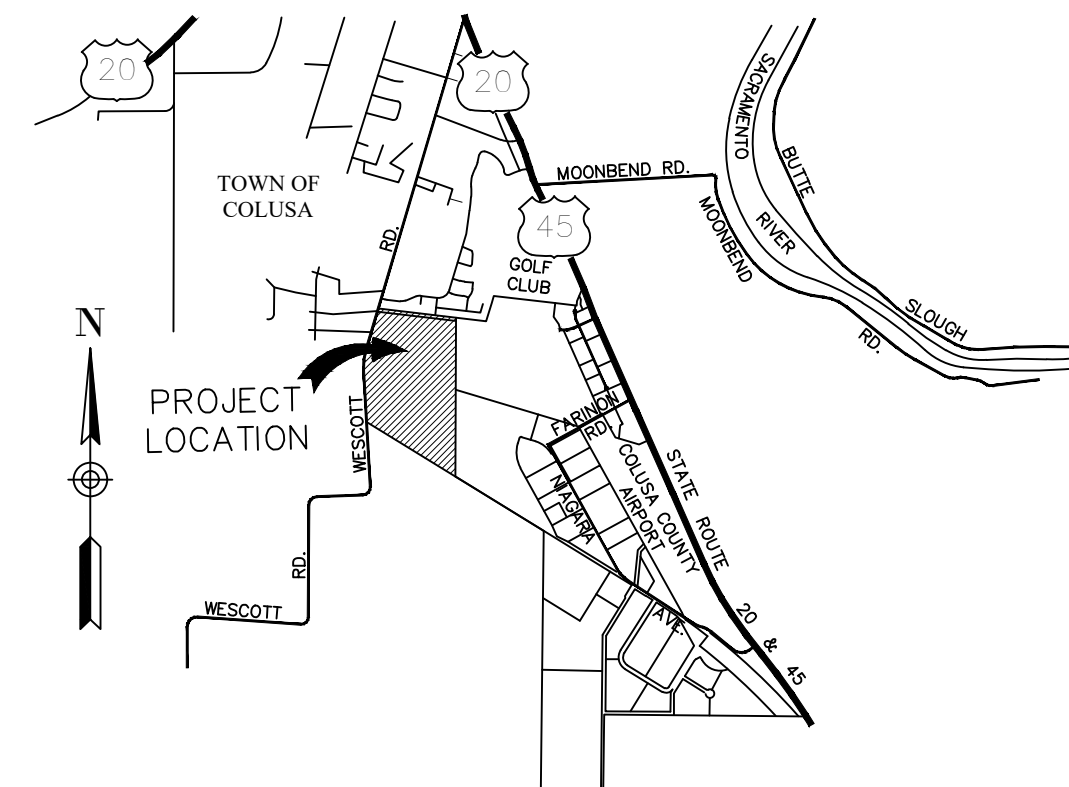
PACIFIC GAS AND ELECTRIC

COMMUNICATIONS

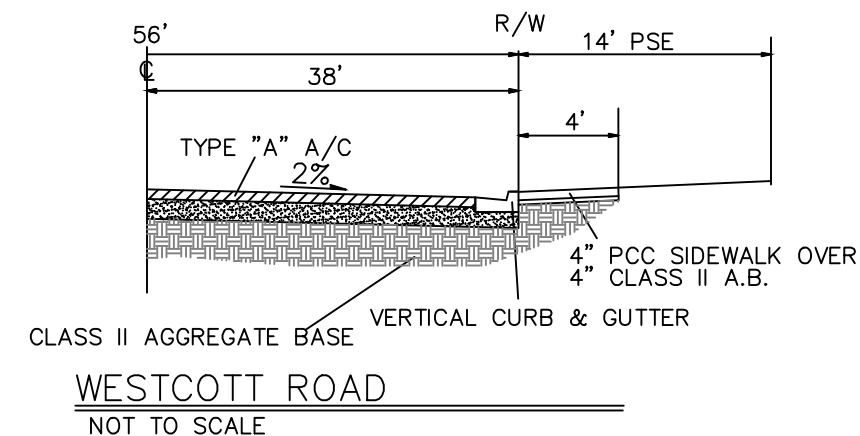
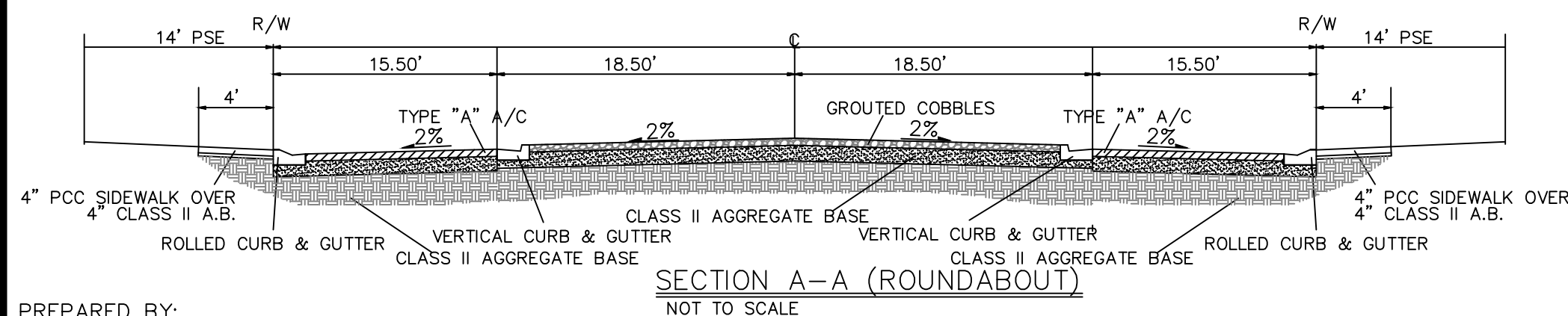
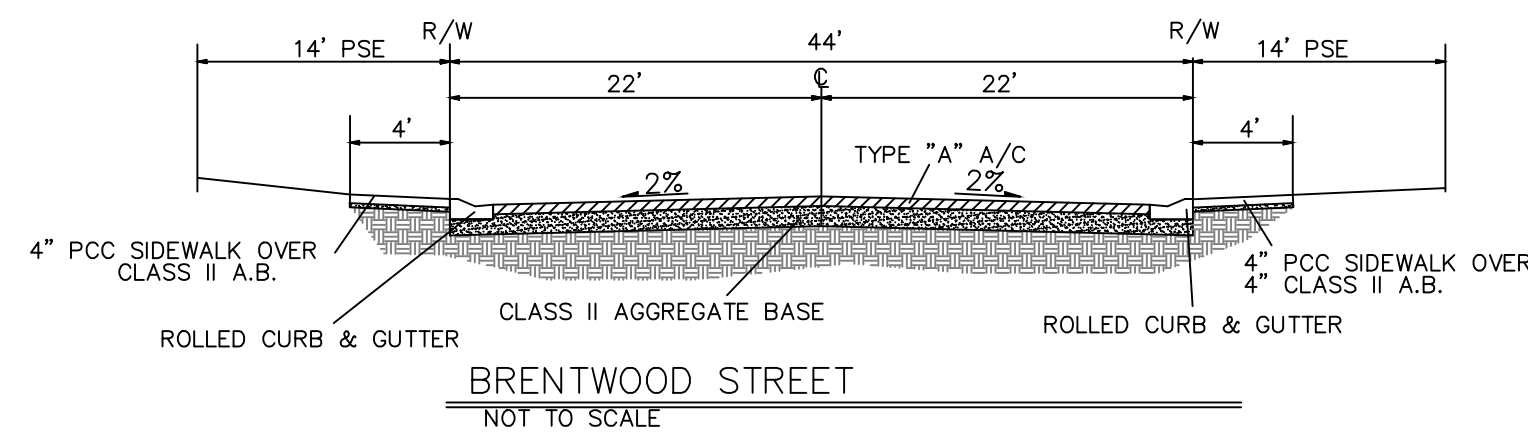
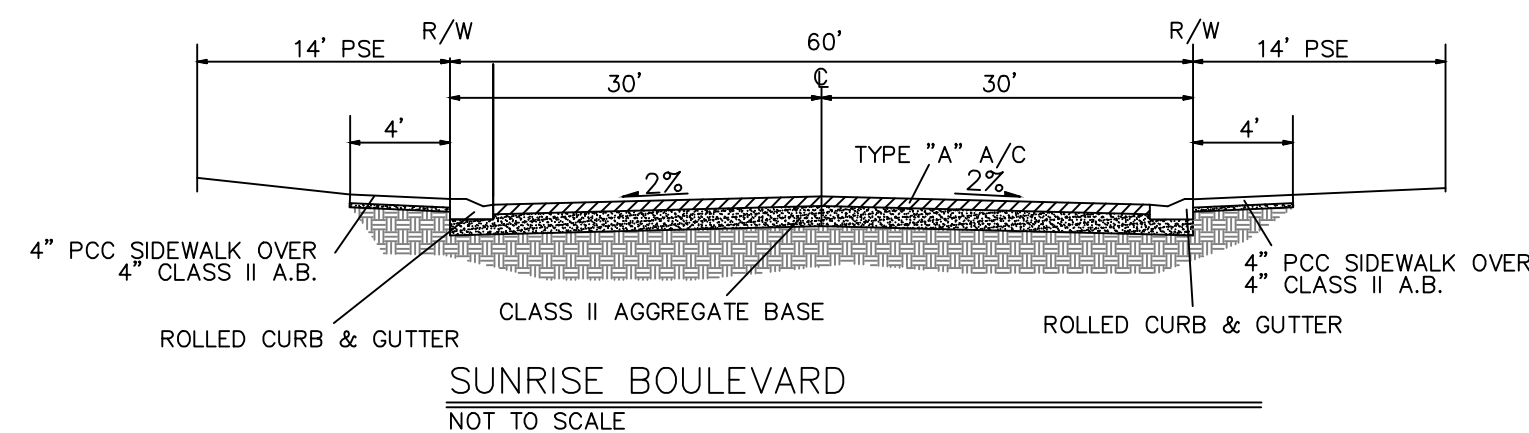
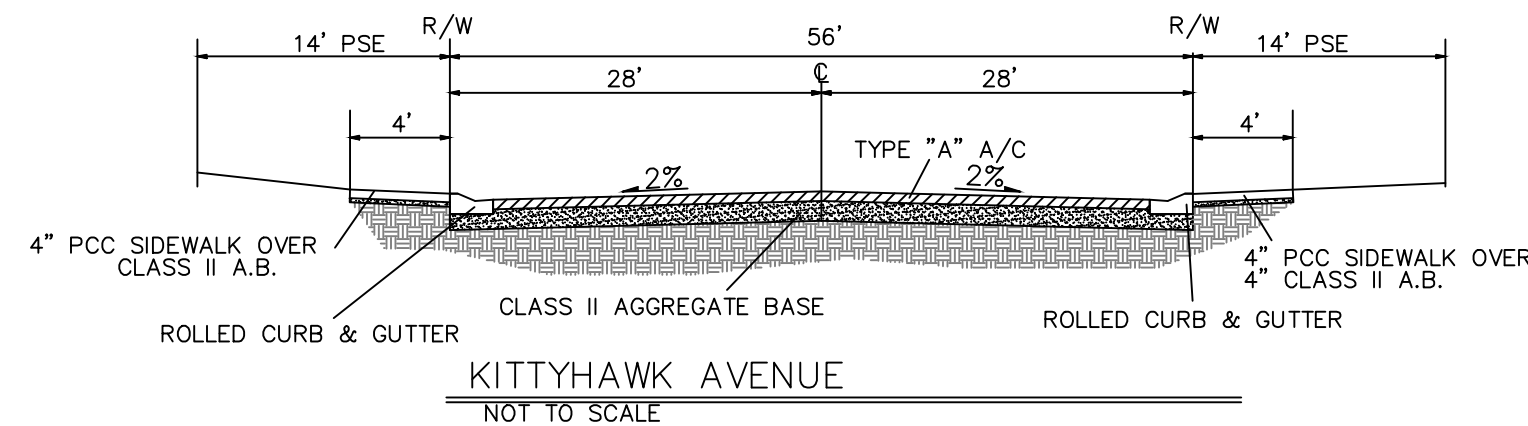
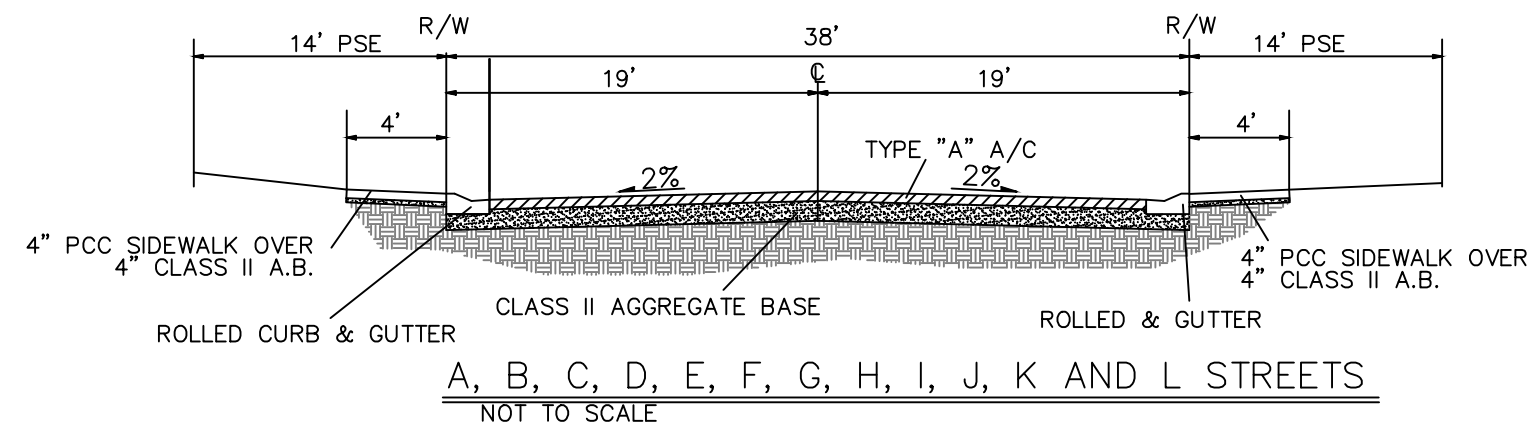
AT & T AND COMCAST

CABLE

COMCAST



VICINITY MAP
NOT TO SCALE



PREPARED BY:

NVES

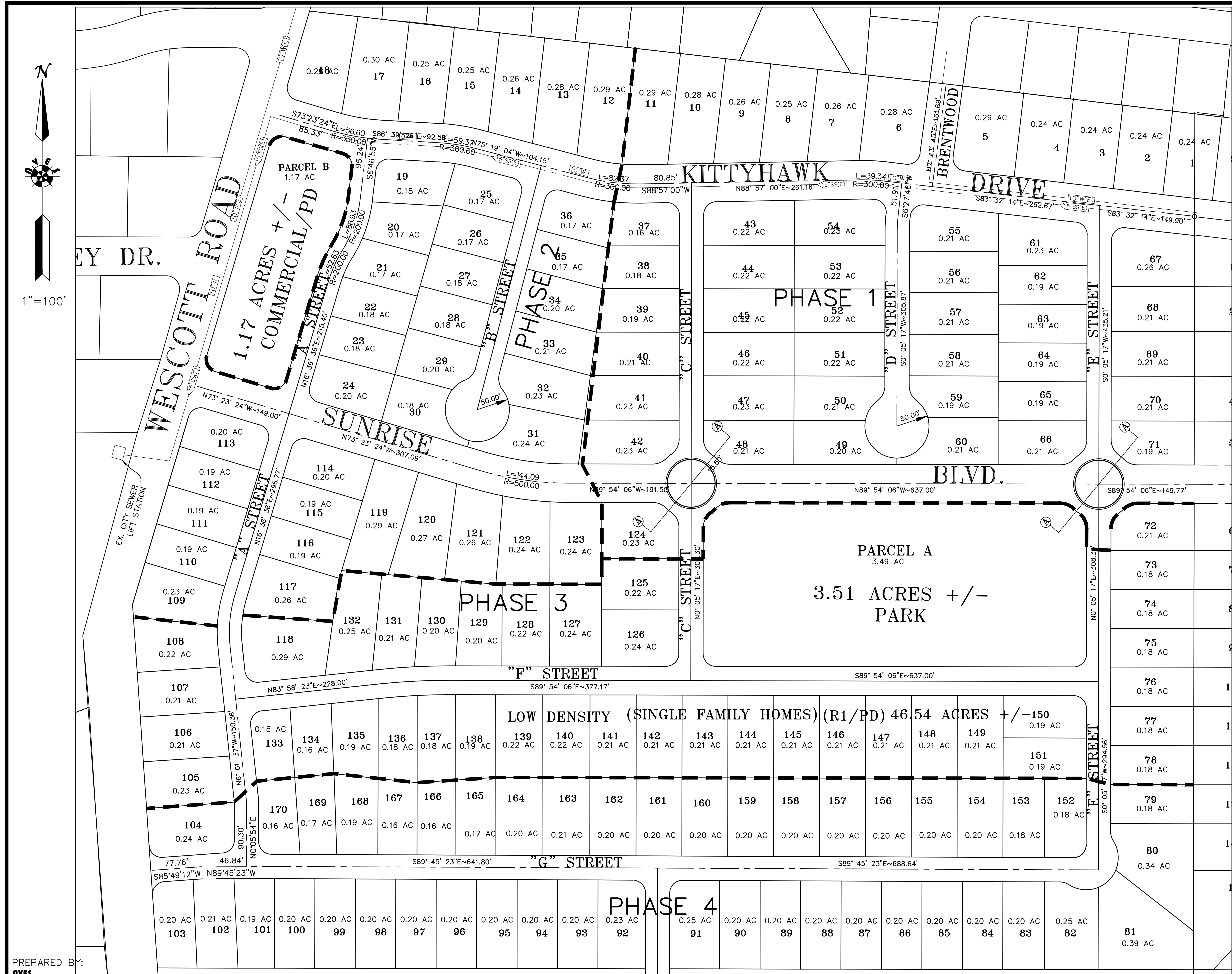
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

WESCOTT SUBDIVISION

BLUE HERRON INC/WESCOTT RANCH LLC
BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M.
COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.

OCTOBER 2023

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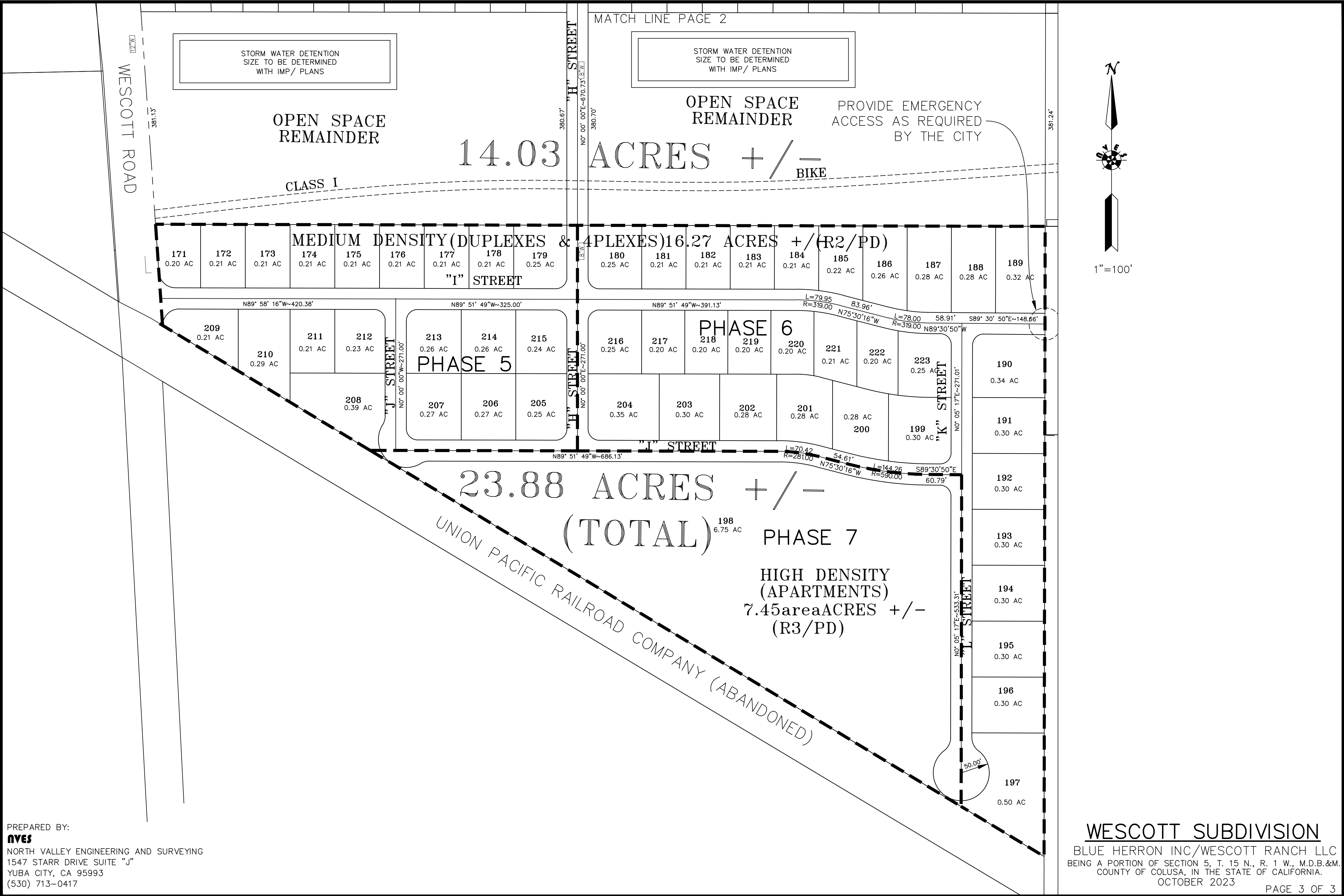


NOTE:
PHASE 1 48 LOTS
PHASE 2 39 LOTS
PHASE 3 38 LOTS
PHASE 4 45 LOTS

PREPARED BY:
NVE
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

MATCH LINE PAGE 3

WESCOTT SUBDIVISION
BLUE HERRON INC/WESCOTT RANCH LLC
BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M.
COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.
OCTOBER 2023 PAGE 2 OF 3



PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
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WESCOTT SUBDIVISION
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COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.
OCTOBER 2023
PAGE 3 OF 3

**A RESOLUTION OF THE COLUSA COUNTY AIRPORT LAND USE COMMISSION
MAKING AIRPORT LAND USE COMPATIBILITY PLAN CONSISTENCY FINDINGS
REGARDING THE WESCOTT RANCH GENERAL PLAN AND
ZONING AMENDMENTS AND SUBDIVISION MAP**

WHEREAS, the proposed Wescott Ranch development (ALUC 24-01) was referred to the Airport Land Use Commission (ALUC) for a consistency determination with the Colusa County's Airport Land Use Compatibility Plan (ALUCP);

WHEREAS, the project site is located approximately 2,700 feet west of the end of Runway 13 of the Colusa County Airport;

WHEREAS, the project site is predominately located within the ALUCP's C3 Compatibility Zone with a small portion in the C1 Zone and the General Plan Amendment and Rezoning require Commission consistency review pursuant to Section 2.1.1 (a) of the ALUCP and the subdivision map requires the Commission's consistency review pursuant to Section 2.2.2 (g) of the ALUCP;

WHEREAS, the proposed project was submitted to the ALUC for review of its consistency with the ALUCP and at which time the Commission considered the staff report, the requirements of the ALUCP and all oral and written testimony presented concerning the application.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Airport Land Use Commission makes the following determinations and findings based on the totality review of the project:

- I. The Commission can only make a finding of consistency or inconsistency for the proposed project considered herein and is unable to make any finding of consistency with respect to any future use or development on the project site and, as such, all future uses and development not considered herein must be submitted to the County's ALUC staff to determine if the Commission is required to make a review of consistency consistent with the ALUCP. During any required subsequent review, the Commission may or may not find any future use or building associated with the project is consistent with the ALUCP.
- II. The proposed use and development (ALUC 24-01) as described in the Commission's March 4, 2024 staff report and the attached Exhibit "A" are herein incorporated by reference have the potential to be inconsistent with the ALUCP due to a variety of issues including but not limited to use compatibility, population density, light and glare impacts, and height, all of which could negatively impact aviation at the Colusa County Airport. However, based on the following facts, conditions on the proposed development and use, and contingent upon the agreement of project proponents to said conditions detailed herein, the proposed project would be consistent with the ALUCP:

A. Use Compatibility

1. The project site is predominately located within the ALUCP's C3 Compatibility Zone with a small portion in the C1 Zone.
2. Concerning the C3 zone, the proposed outdoor recreation and open space uses are considered normally compatible if the ALUCP density criteria are met. The residential uses are defined as normally compatible and there are no density requirements. The commercial use is defined as conditionally compatible provided that the ALUCP density criteria are met.
3. Concerning the C1 zone, the approximate one-acre area residential area located in the C1 zone is defined as conditionally compatible provided that the ALUCP density criteria are met.
4. Pursuant to Section B (Density) below, the density of the project would be consistent with the ALUCP requirements as conditioned with the C1 exception.

B. Density

1. The C3 Compatibility Zone specifies that for commercial, open space, and recreational uses the density of persons cannot exceed an average of 200 persons per acre and cannot exceed 800 persons in any single acre. While no such uses are proposed, the density standard are so high that the density standards will not be exceeded given the reasonably anticipated future uses.
2. For surety and to ensure consistency with the C3 density standards in the future, all future open space, recreation and commercial uses must meet the Maximum Sitewide Average density of 200 persons per acre and a Maximum Single Acre density of 800 persons. Should occupancy of the site be proposed to exceed the ALUCP's density standards, the occupancy density shall be reviewed by ALUC staff to determine whether said occupancy would require further consistency review by the ALUC. This consistency review shall occur prior to said occupancy exceeding said limits.
3. The C1 residential standard is an average density of 1 unit per 10 acres and a maximum density of 4 units per acre. The lots in the approximate one-acre C1 area are generally 0.24 acres or larger and together with the adjacent right-of-way the maximum density is less than the maximum density limit of 4 units per acre.

4. With respect to the average density standard of the C1 zone, the residential lots and portions thereof in the C1 zone are located at an intersection of four different compatibility zones (C1, C2, C3 and D). When the compatibility map was laid out in this area, the westerly edge of the C1 demarcation line was simply extended to the existing homes in the D zone even though portions of the D zone are closer to the flight pattern than the one-acre portion of the Westcott property in the C1 zone. In addition, the other portions of the Wescott property are in the C3 zone and are closer to the end of Runway 13 and flight paths, especially the crop duster flight path, than the subject C1 area.
5. Section 3.2.4 (Special Conditions Exception) of the ALUCP allows the Commission to find a normally incompatible use to be acceptable.
6. The Commission does hereby find that because the one-acre portion of the Wescott Ranch located in the C1 Compatibility Zone is located further away from the end of Runway 13 and straight in and out flight path than the residential lots of the adjacent D Compatibility Zone and other portions of the Wescott property in the C3 Compatibility Zone, approval of an exception to the average residential density of the C1 Compatibility Zone use would not create a safety hazard to people on the ground or aircraft in flight.
7. The Commission does hereby further find that due to the increased separation distance of one-acre portion of the Wescott Ranch located in the C1 Compatibility Zone that the area would be exposed to less aircraft noise (a maximum of approximately 64 dB Ldn) than other portions of the Wescott property (a maximum of approximately 67 dB Ldn) and therefore the area would not be subject to excessive noise exposure.

C. Building Height

1. The City's R-1, and R-2, and R-3 development standards allow residential structures to be constructed with 2.5 floors, or a maximum of 35-feet in total height. The C3 compatibility zones does not limit the number of floors and specifies a maximum height of 150 feet without Commission review. With respect to the C1 zone, the ALUCP limits the height to no more than 3 floors and 70 feet, without Commission review. The R-1 zone's height limits are well below the C3 and C1 height review triggers.
2. The future homes would also not require notification to the FAA under CFR Title 14 Part 77.13 as the estimated 50:1 notification height of 54 feet would not be exceeded.

D. Exterior Lighting and Glare Impacts

1. The installation of unshielded commercial, public/park, and street exterior lighting could create a negative impact to night-time aircraft flight operations.
2. No actual development is currently proposed and, as such, there is no exterior lighting design available to review. In order to ensure no future lighting impacts are created, the future commercial development, public and park uses, and street lighting of the subject property shall be conditioned to require that all exterior lighting shall be side-shielded and downward facing.
3. Should any exterior lighting violate said requirement and cause off-site glare, the lighting shall be reviewed by ALUC staff to determine whether said lighting would require further consistency review by the ALUC.

E. Avigation Easements

1. An Avigation Easement substantially consistent with the sample easement of ALUCP Appendix "E" shall be granted to the County of Colusa to the satisfaction of the Community Development Director prior to the approval of any final map or building permit issuance for the subject property.

F. Hazardous Materials

1. No hazardous materials have been proposed to be used with the proposed project that would trigger the submittal of a Hazardous Material Business Plan to the Colusa CUPA.
2. In the future should any hazardous materials be proposed, said proposal shall be reviewed by ALUC staff to determine whether said materials would require further consistency review by the ALUC. This determination and consistency review shall occur prior to any hazardous materials being brought on site.

G. Detention/Retention Pond

1. The proposed storm-water detention/retention ponds are defined as a conditional use in Compatibility Zone C3. In order to avoid attracting birds or other wildlife, the design of the ponds should detain storm water flows for the shortest period of time possible.
2. Should the ponds attract birds and wildlife in the future and cause a potential negative impact to aircraft operations as determined by ALUC staff, the issue shall be reviewed by the Commission to determine what mitigation measures shall be implemented to prevent said attraction.

H. Future Review

1. There are no current building plans available for review so a consistency determination by the Commission cannot be made of future development at this time. In order to ensure that the future actions and/or development is consistent with the ALUCP, future development, planning applications, any development agreement(s), or other actions potentially triggering a consistency review pursuant to the ALUCP shall be submitted to ALUC staff prior to City final approval to determine whether the consistency review is required by the ALUCP.

PASSED AND ADOPTED this 4th day of March, 2024 by the following vote:

AYES: Commissioners Able, Hamill, Muir, Myers and West.

NOES: Commissioner Lindquist.


ABSENT: Commissioner Redding.


 Peter Lindquist, Chair
 Airport Land Use Commission

ATTEST: Wendy G. Tyler, Secretary
 Airport Land Use Commission


 Ann Nordyke, Chief Deputy Clerk

ATTEST TO FORM


 Richard Stout, County Counsel

RESOLUTION NO.- 24____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLUSA –
RECOMMENDING ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND
APPROVAL OF A DEVELOPMENT AGREEMENT, GENERAL PLAN AMENDMENT,
REZONE AND TENTATIVE SUBDIVISION MAP KNOWN AS WESCOTT SUBDIVISION
(APN 017-130-170 and 017-030-050 – Portion of).

WHEREAS, applications have been received to amend the General Plan land use designation and zoning, and to subdivide the 90.95-acre site into 170 single family lots, 53 medium density lots, 1 high density lot totaling 7.45 acres, 1 commercial lot totaling 1.17 acres, 2 open space lots totaling 14.03 acres and 1 park lot totaling 3.51 acres on property east of Wescott Road, south of Birchwood Place and west of Kittyhawk Road, identified as Assessor's Parcel Nos. 017-130-170 and 017-030-050 (portion of) (the "Project"); and

WHEREAS, Section 17-15 of the Colusa Municipal Code (CMC) allows the Planning Commission to make a written recommendation to the City Council to approve a proposed tentative subdivision map; and

WHEREAS, the Planning Commission considered the Project, staff report, conditions of approval and comments submitted at a noticed public hearing held on June 26, 2024; and

WHEREAS, the Planning Commission has considered the Initial Study and proposed Mitigated Negative Declaration (MND) and Modified Mitigation Monitoring Reporting Program (MMRP), which concluded that the Project, with mitigation included, will not result in a significant impact on the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF COLUSA AS FOLLOWS:

1. With regard to the Modified Mitigated Negative Declaration, the Planning Commission finds that:
 - A. The modified mitigation measures set forth in Exhibit I attached hereto are appropriate and will substantially reduce or avoid the described environmental impacts to a less than significant level if included as part of the Project; and
 - B. There is no substantial evidence supporting a fair argument that the Project may have a significant effect on the environment; and
 - C. The MND has been prepared in conformance with the provisions of the California Environmental Quality Act and the Colusa Municipal Code 17-10; and
 - D. The MND prepared for the Project reflects the independent judgement of the City of Colusa.

- E. That the modified mitigation measures added to the Initial Study/Mitigated Negative Declaration as a result of public comment, is more effective in mitigation to reduce a significant effect to at least the same degree or greater degree than the original measure and will create no more adverse effect of its own than would have the original measure.
2. With regard to the general plan amendment the Planning Commission finds that:
 - A. The General Plan will remain internally consistent because the proposed land designation amendment from Low Density to Low Density, Medium Density, High Density, Commercial, Open Space and Park would result in designations that are compatible with the surrounding areas as well as the Colusa County Airport Land Use Compatibility Plan, specifically based upon their location within the boundary of the project. With Low Density abutting existing Low Density. The park area is intermixed in an accessible location for all future residence, while Open Space corridor is placed to acknowledge crop dusters who leave the airport and fly out to the west (N-1.7). The change in lands uses designations permits the city to provide additional holding capacity for a variety of housing types (HSG: 1, HSG: 1.1, HSG: 1.4, HSG: 5.1, HSG: 5.2, HSG: 7.4). This project serves to further the cities implementation of the housing element. The location of the project is with existing infrastructure and access to goods and services (LU: 6.1, LU: 6.3), while intensifying the existing boundary of the city between Highway 20 and 45 (LU: 5.2). The layout of the various land designations and its associated road network creates a street pattern that permits multiple routes in an out of the area and promotes pedestrian connectivity through bicycle paths (CCD-3.2, CCD-3.3 and CCD-3.4).
 - B. There are no physical or environmental constraints on the property which would prohibit use of the site as Low Density, Medium Density, High Density, Commercial, Open Space or Park land use designations. The proposed designations are consistent with the surrounding land uses as discussed above. Utilities and infrastructure are present and stubbed to the site to the north, west and east.
 3. With regards to the rezone amendment the Planning Commission finds that:
 - A. The proposed rezones of the site will be internally consistent with the General Plan Amendment and the associated land uses for the same reasons as cited above. There are no applicable neighborhood or area plans in which the site is subject to, other than the General Plan and the policies within it.
 - B. There are no physical or environmental constraints on the property which would prohibit use of the land consistent with the zoning for residential uses, commercial use, open space, or park land zoning regulations. The project site is flat, with infrastructure and utilities abutting the site from three sides. The site does not contain any unique features or elements that would prohibit orderly development. The project has been found to be consistent with the Colusa County Airport Land Use Compatibility Plan.
 4. With regards to the tentative subdivision map the Planning Commission finds:

- A. That the proposed subdivision, together with the provisions for its design and improvements, is consistent with the Subdivision Map Act, the General Plan and all applicable provisions of the Colusa Municipal Code as well as the Conditions of Approval.
5. With regards to development agreement the Planning Commission finds:
- A. That the amendments are consistent with the City's General Plan, is in the best interest of the City, and will promote the public interest and welfare.
6. Based on all of the above, the Planning Commission hereby recommends that:
- A. The City Council adopt a Mitigated Negative Declaration as set forth in Exhibit I, attached hereto; and
- B. The City Council amend the General Plan land use designation and zoning for APN 017-130-107 and APN 017-030-050 (portion of) as set forth in Exhibit II, attached hereto; and
- C. The City Council approve the Development Agreement as set forth in Exhibit III, attached hereto; and
- D. The City Council approve the Conditions of Approval as set forth in Exhibit IV, attached hereto; and
- E. The City Council approve the Tentative Subdivision Map as set forth in Exhibit V, attached hereto;

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission Meeting held on the 26th day of June 2024, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed and approved as to form by me on this ____ day of _____ 2024

ATTEST: _____

City Manager, Jesse Cain

Mayor , _____
Daniel Vaca

Exhibit I – Modified Mitigation Monitoring Reporting Plan

Exhibit II – General Plan and Rezone Plats

Exhibit III – Development Agreement

Exhibit IV – Conditions of Approval

Exhibit V – Tentative Subdivision Map

INTRODUCTION

As part of the CEQA environmental review procedures, Section 21081.6 requires a public agency to adopt a monitoring and reporting program to ensure efficacy and enforceability of any mitigation measures applied to the proposed project. The lead agency must adopt an MMRP for mitigation measures incorporated into the project or proposed as conditions of approval. The MMRP must be designed to ensure compliance during project implementation. As stated in Section 21081.6 (a) (1):

The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required to be incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in Initial Study.

The City of Colusa will be the primary agency, but not the only agency responsible for implementing the mitigation measures. In some cases, the City or other public agencies will implement measures. In other cases, the project applicant will be responsible for implementation of measures and the City's role is exclusively to monitor the implementation of the measures. In those cases, the project applicant may choose to require the construction contractor to implement specific mitigation measures prior to and/or during construction. The City will continue to monitor mitigation measures that are required to be implemented during the operation of the project.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

Mitigation Measures: The mitigation measures are taken from the Mitigated Negative Declaration in the same order that they appear in the Initial Study.

Mitigation Timing: Identifies at which stage of the project mitigation must be completed.

Monitoring Responsibility: Identifies the department within the City, project applicant, or consultant responsible for mitigation monitoring.

Compliance Verification Responsibility: Identifies the department of the City or other State agency responsible for verifying compliance with the mitigation. In some cases, verification will include a contract with responsible state and federal agencies.

**TABLE 4.0-1
MITIGATION MONITORING AND REPORTING PROGRAM**

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
1. AESTHETICS			
AESH-1: To minimize over lighting and to provide for a quality-built environment. Outdoor lighting placed on structures, within parking lots, along	<i>City of Colusa, Building and Planning Departments</i>		

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
trails or within the public right of way, shall be dark sky compliant, directed downward and contain cut offs to minimize excessive source of light and glare. Future building plan and improvement plan submittals shall indicate and provide details on the type of lighting, location, height, size and intensity.		<i>Building and improvement plans for the site shall indicate compliance with the mitigation measure prior to issuance of a building permit.</i>	
2. AIR QUALITY			
AIR 1: All offroad equipment of greater than 50 horsepower used in Project construction shall be CARB Tier 4 Certified, as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations	<i>The City of Colusa Building and Planning Departments, Colusa County Air Pollution Control District</i>	<i>Prior to issuance of a building permit. Building and improvement plans for the site shall indicate compliance with the mitigation measure prior to issuance of a building permit</i>	
AIR-2: The Project prohibits the installation, construction, or use of wood stoves and fireplaces in all proposed residential units within the Project Site. Hearths will be limited to natural gas-fueled fireplaces.	<i>The City of Colusa Building and Planning Departments, Colusa County Air Pollution Control District</i>	<i>Prior to issuance of a site related improvement permits, such as grading.</i>	
3. BIOLOGICAL RESOURCES			
BIO 1: The developer shall implement the following measures to minimize potential impacts on biological resources, including special status bird species: Western Red Bat <ul style="list-style-type: none"> • Mature trees should be removed and/or fallen between September 16 – March 15 outside of the bat maternity season. Trees should be removed at dusk to minimize impacts to roosting bats. • If tree removal cannot be performed outside of the maternity season, a qualified biologist shall conduct a preconstruction survey of suitable roosting habitat within 7 days prior to construction activities. Swainson's Hawk <ul style="list-style-type: none"> • A protocol-level nesting raptor survey shall be conducted within 7 days prior to the initiation of Project activities to determine the presence or absence of active SWHA nests within the BSA or within 500 feet of the Project boundary, where feasible. If an active SWHA nest is found, no work 	<i>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, or the compliance completed prior to City permit issuance. Letter reports shall be maintained, as applicable, by Planning staff throughout construction.</i>	<i>Prior to issuance of grading permits or improvement plans and on-going during all construction related activities.</i>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<p>should occur within 250 feet of the active nest and CDFW shall be consulted.</p> <p>Migratory Birds and Raptors</p> <p>To avoid impacts to avian species protected under the Migratory Bird Treaty Act and the CFGC the following are recommended avoidance and minimization measures for migratory birds and raptors:</p> <ul style="list-style-type: none"> Project activities including site grubbing and vegetation removal shall be initiated outside of the bird nesting season (February 1 – August 31). If an active nest (i.e. containing egg(s) or young) is observed within the BSA or in an area adjacent to the BSA where impacts could occur, then a species protection buffer will be established. The species protection buffer will be defined by the qualified biologist based on the species, nest type and tolerance to disturbance. Construction activity shall be prohibited within the buffer zones until the young have fledged or the nest fails as determined by a qualified biologist. Nests shall be monitored by a qualified biologist once per week and a report submitted to the CEQA lead agency weekly. 			
5. CULTURAL RESOURCES			
<p>CULT 1-: A note shall be placed on all grading and construction plans which informs the construction contractor that if any bones, pottery fragments or other potential cultural resources are encountered during construction, all work shall cease within the area of the find pending an examination of the site and materials by a professional archaeologist. If during ground disturbing activities, any bones, pottery fragments or other potential cultural resources are encountered, the developer or their supervising contractor shall cease all work within the area of the find and notify Planning staff at (530) 458-4740. A professional archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology and who is familiar with the archaeological record of Colusa County, shall be retained by the applicant to evaluate the significance of the find.</p> <p>Site work shall not resume until the archaeologist conducts sufficient research, testing and analysis of the archaeological evidence to make a determination that the resource is either not cultural in origin or not potentially significant. If a potentially significant resource is encountered, the archaeologist shall prepare</p>	<p>City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance. Letter reports shall be maintained, as applicable, by Planning staff throughout construction.</p> <p>On going during ground disturbance activities.</p>	

MITIGATION AND MONITORING REPORTING PROGRAM

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
a mitigation plan for review and approval by the City of Colusa Staff, including recommendations for total data recovery, Tribal monitoring, disposition protocol, or avoidance, if applicable. All measures determined by the City Staff to be appropriate shall be implemented pursuant to the terms of the archaeologist's report. The preceding requirement shall be incorporated into construction contracts and plans to ensure contractor knowledge and responsibility for proper implementation.			
CULT-2: If archaeological resources are encountered during construction, work shall be temporarily halted in the vicinity of the discovered materials and a qualified archaeologist and the City of Colusa shall notify all the local tribe on the consultation list maintained by the State of California Native American Heritage Commission, to provide local tribes the opportunity to monitor evaluation of the site. Workers shall avoid altering the materials and their context until a qualified professional archaeologist, in collaboration with the local tribes, has evaluated the situation and provided appropriate recommendations. Project personnel shall not collect cultural resources. [Native American resources include chert or obsidian flakes, projectile points, mortars, and pestles; and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic-period resources include stone or adobe foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old wells or privies.	City of Colusa Planning Department	Prior to issuance of grading permits or improvement plans, City staff shall verify that Mitigation wording is included on construction or grading plans, prior to City permit issuance. Letter reports shall be maintained, as applicable, by Planning staff throughout construction. On going during ground disturbance activities.	
CULT-3: Any identified cultural resources shall be recorded on DPR 523 historic resource recordation forms by a qualified archaeologist, available online from the Office of Historic Preservation's website: http://ohp.parks.ca.gov/default.asp?page_id=1069 .	City of Colusa Planning Department	On going during ground disturbance activities.	
7. GEOLOGY AND SOILS			
GEO-1: In the event that fossils or fossil-bearing deposits are discovered during anticipated future residential construction on-site, the contractor shall notify a qualified paleontologist to examine the discovery and excavations within 50 feet of the find shall be temporarily halted or diverted. The area of discovery shall be protected to ensure that fossils are not removed, handled, altered, or damaged until the Site is properly evaluated and further action is determined. The paleontologist shall document the discovery as needed, in accordance with Society of Vertebrate Paleontology standards (Society of Vertebrate Paleontology 1995), evaluate the potential resource, and assess the significance	City of Colusa Planning Department.	On going during ground disturbance activities	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
of the finding under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the project proponent determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project based on the qualities that make the resource important. The plan shall be submitted to the Board of Directors for review and approval prior to implementation			
8. GREENHOUSE GAS EMISSIONS			
GHG-1: To reduce the impact of the Wescott Road Subdivision project on operational GHG emissions to a less-than-significant level, the applicant shall purchase and retire 2,009.88 MT/yr of carbon offsets. Purchases of carbon offsets shall be made for each year of the “project life”. The length of the project life shall be determined in consultation with, and in agreement with, the City of Colusa. GHG emissions control technology and emission control standards are reasonably anticipated for the near-term future. However, technology and standards will change in the future. As a result, a process mutually agreeable to the applicant and the City of Colusa shall be established to re-calculate the amount of offsets in the future.	City of Colusa Planning Department	On going through the length of the project life.	
9. HAZARDS AND HAZARDOUS MATERIALS			
HAZ-1: Leaks, drips, and spills of hydraulic fluid, oil, or fuel from construction equipment shall be promptly cleaned up to prevent environmental contamination, including contamination of waterways. All workers shall be properly trained in the prevention and clean-up of spills of contaminants. Protective measures shall include the following: <ol style="list-style-type: none"> 1. No discharge of pollutants from vehicle and equipment cleaning shall be allowed into any drainage ditches or watercourses. 2. Spill containment kits shall be properly maintained and located within the vicinity of all operations and fueling of equipment. 	City of Colusa Planning Department	Prior to construction, the contractor and EMC Emergency Services will develop a construction safety operation plan.	
HAZ-2: Prior to issuance of a <u>grading permit the soils within the boundaries of the site shall be tested by a qualified environmental engineering firm to ensure that the site does not contain contaminants of concern. If contaminants of concern are found to be present at levels that exceed thresholds, the applicant</u>	The City of Colusa Planning Department	Prior to issuance of grading permits or improvement plans,	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<p><u>shall consult with the Department of Toxic Substance control to remedy the project site.</u></p> <p>If soil staining, odors of respected hazardous materials are encountered during construction activities, work shall cease in the area approximately 100 feet around the discovered site until a qualified firm conducts an environmental site assessment. The assessment shall identify the potential contaminated area and shall recommend measures to reduce or eliminate potential adverse impacts. The contractor shall implement all mitigation measures prior to resumption of work in the 100 foot area.</p>			
<p>HAZ-3: Prior to issuance of a grading permit, the developer or their successor shall such plans to the Colusa County Airport Land Use Commission staff to determine whether a consistency determination is required by the Colusa County Airport Land Use Compatibility Plan.</p>	<p>The City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans,</p>	
<p>HAZ-4: In conjunction with recordation of each Subsequent Final Map, an avigation and noise easement consistent with Appendix “E” of the Airport Land Use Compatibility Plan, shall be recorded on all parcels that lie partially or wholly within C1 and C3 Compatibility Zones as defined in the Colusa County Land Use Compatibility Plan. The easement should at a minimum note the proximity of the Colusa County Airport and that complaints against airport operations are waved, that during planting season the airport experiences an increase in air traffic related to crop dusting activities, that the airport has the right to continue operations as necessary, that residence may experiences noise, vibrations and other effects related to aircraft and that no structure or plant material may exceed height limitation as defined by the Colusa County Land Use Compatibility Plan.</p>	<p>The City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans</p>	
<p>HAZ-5: Prior to physical development within the Commercial, Open Space and Park zoning districts (not grading, earthwork, underground or road improvement), the developer, or their successor, shall submit such plans to the Colusa County Airport Land Use Commission staff to determine whether a consistency determination is required by the Colusa County Airport Land Use Compatibility Plan.</p>	<p>The City of Colusa Planning Department</p>	<p>Prior to issuance of grading permits or improvement plans</p>	
10. HYDROLOGY AND WATER QUALITY			
<p>HYDR-1: Prior to issuance of a final occupancy permit for structures within the project, the applicant shall ensure that landscaping installed for the single families, duplex, multi-family and commercial areas are installed pursuant to AB 1881 water usage requirements (the Water Conservation in Landscaping Act of 2006) and will be drought tolerant and on drop irrigation systems with</p>	<p>The City of Colusa Planning Department.</p>	<p>Upon discovery of unknown cultural resources. Mitigation is to be included as part of</p>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
timers. Plant material shall be low or very low in areas that are not dedicated for active play or turf such as within parks.		construction contracts and documents.	
HYDR-2: Prior to landscape improvements within the public right of way, park area and open space, the applicant or their successor shall submit a landscape plan to the City of Colusa. The landscape plan shall utilize drought tolerance plant species, drip irrigation systems for individual plants and trees when appropriate, low flow water systems for sod or active play areas.	<i>The City of Colusa Planning Department</i>	<i>Prior to issuance of a grading permit.</i>	
HYDR-3: Prior to issuance of a grading permit, the applicant, or their successor, shall submit a Stormwater Pollution Prevention Plan which addresses the projects' stormwater drainage system, and any storm water detention or retention facilities (on- or off-site) if necessary, to prevent flooding due to runoff or where existing storm drainage facilities are unable to accommodate increased storm water drainage. This Storm Water Plan will be developed to the satisfaction of the City of Colusa.	<i>The City of Colusa Engineering Department</i>	<i>Prior to issuance of a grading permit.</i>	
11. LAND USE AND PLANNING			
LAND-1: Prior to issuance of a grading permit, the applicant or their successor shall consult with the Agricultural Commissioner and discuss, if need be, an increased agricultural setback along the western boundary of the project when abutting residential lots. To satisfy a buffer, the treatment can include physical setback/distance, increased masonry fence height long Westcott Road, and plantings. The setback distance may be adjusted by the Agricultural Commissioner.	<i>City of Colusa Engineering and Planning Department</i>	<i>Prior to issuance of a grading permit.</i>	
LAND-2: In conjunction with recordation of each Subsequent Final Map, a right to farm covenant as provided by the County of Colusa, shall be recorded on all parcels that are within the project boundaries. The covenant should at a minimum note the proximity of agricultural zones and uses, that complaints against agricultural operations are waved, that during planting and harvest season there may be an increase in smells, odors, vibration, dust, noises and other agricultural related activities	<i>City of Colusa Engineering and Planning Department</i>	<i>Prior to recordation of a final map.</i>	
13. NOISE			
NOISE-1: The following measures are required in order to reduce potential construction-related impacts to a less-than-significant level: <ul style="list-style-type: none"> The construction contractor shall ensure that all internal combustion-engine-driven equipment is equipped with mufflers that are in good operating condition and appropriate for the equipment. 	<i>The City of Colusa Planning Department</i>		

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
<ul style="list-style-type: none"> The construction contractor shall ensure that “quiet” models of air compressors and other stationary construction equipment are utilized where such technology exists. The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Site during all project construction. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Site. The construction contractor shall prohibit unnecessary idling of internal combustion engines (i.e., in excess of 5 minutes). The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and institute reasonable measures warranted to correct the problem. The construction contractor shall conspicuously post a telephone number for the disturbance coordinator at the construction site. 		<i>Prior to and during grading and construction. The contractor shall provide to all subcontractors contract specifications that reflect the above guideline.</i>	
NOISE-2: Construction related activities shall be limited to hours as stipulated in Chapter 11A Noise Regulations of the City of Colusa Municipal Code. A Note shall be placed on all improvement plans, including grading, construction and landscaping noting adherence to the Municipal Code is required.	<i>The City of Colusa Engineering and Planning Department</i>	<i>On going through the life of the project</i>	
15. PUBLIC SERVICES			
PUBLIC 1: Prior to recordation of the final map, or a phase within the final map, the applicant or their successor shall annex the boundaries of the Wescott Subdivision to Community Facilities Improvement District 2-2020 or create a new Community Facilities District to serve the project boundary. The District shall include fair funding for costs associated but not limited to, (i) Police and Fire Protection, (ii) maintenance of open space and parks, including trails, improvements, services to include but not limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems; (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control;	<i>The City of Colusa Engineering and Planning Department</i>	<i>Prior to recordation of a final map</i>	

Proposed Mitigation	Monitoring Responsibility	Timing	Verification (Date and Initials)
and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.			
17. TRAFFIC			
TRAF 1: Improvement plans shall be modified to illustrate a pedestrian connectivity of at least 10-foot width, containing a paved surface of 5 feet, at the terminus of Street "B" and Street "D" to allow internal pedestrian and bicycle connectivity at the end of each cul-de-sac with the balance of the project.	<i>The City of Colusa Engineering and Planning Department</i>	<i>Prior to approval of improvement plans</i>	
TRAF 2: Improvement plans shall be modified to illustrate a Class II bicycle connectivity along the Wescott Road frontage, connecting existing bicycle improvements to the north and terminating at the southern end of the property. The Class II bicycle path may be improved in phases in correlation with the phase of the tentative subdivision map.	<i>The City of Colusa Engineering and Planning Department</i>	<i>Prior to approval of improvement plans</i>	

PROJECT APPLICANT'S INCORPORATION OF MITIGATION INTO THE PROPOSED PROJECT:

I have reviewed the Initial Study for the Wescott Ranch Project and the mitigation measures identified within. As the applicant for the foregoing, I hereby modify the project on file with the City of Colusa and agree to include and incorporate all mitigation measures as set forth in this document.

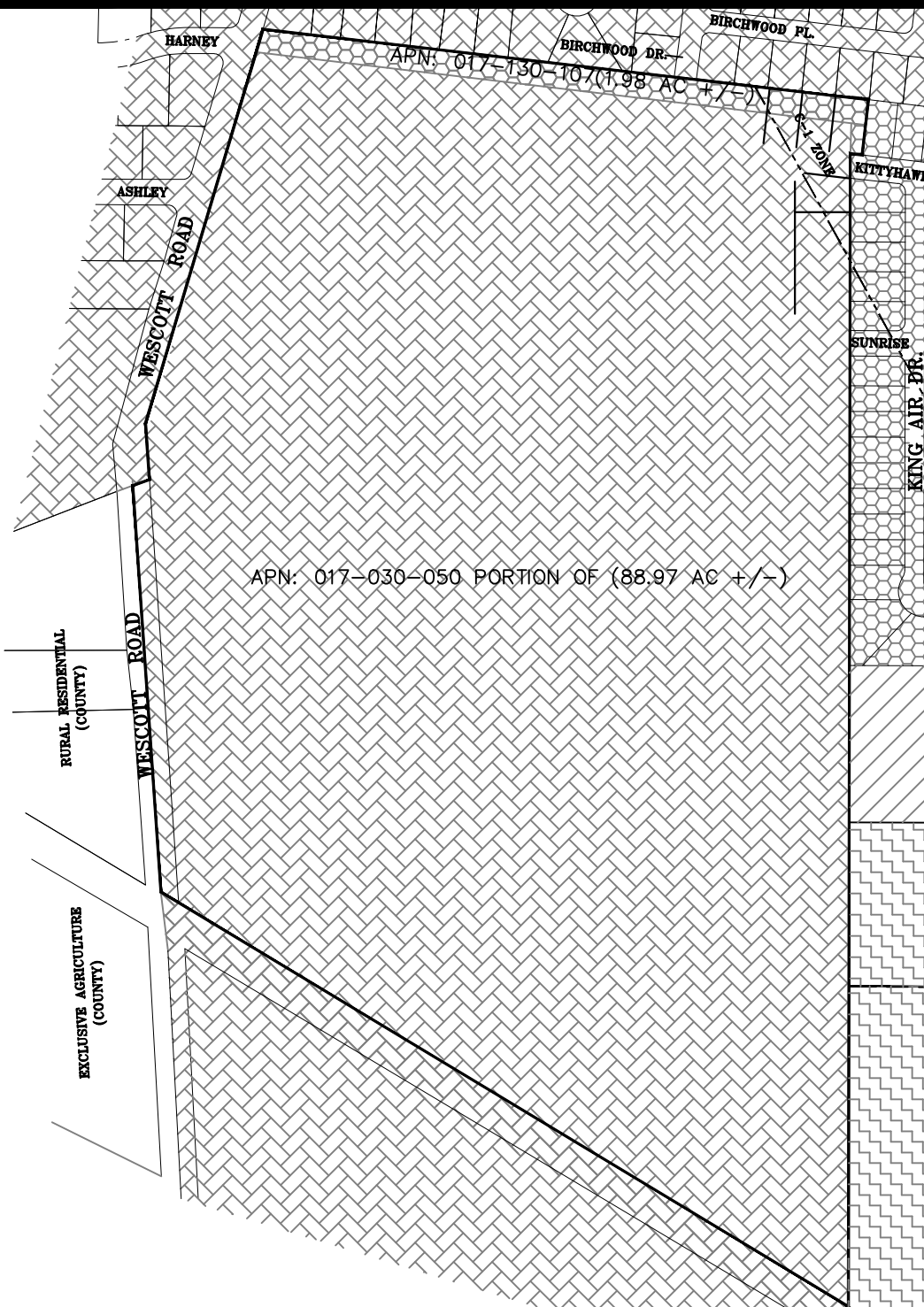
Authorized Signature

Printed Name and Date

N



1"=400



OWNERS

BLUE HERON RIDGE INC
50 SUNRISE BLVD.
COLUSA, CA 95932
(530) 458-2118

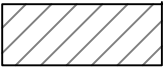

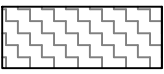
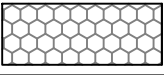

WESCOTT RANCH LLC
642 5TH STREET
COLUSA, CA 95932

ENGINEER/SURVEYOR:
NORTH VALLEY ENGINEERING
AND SURVEYING
P. O. BOX 3082
YUBA CITY, CA 95993
(530) 713-0417

AREA OF ALL PARCEL
88.97 AC +/-

ZONE C-1 NOTES:
1- AREA OF SUBDIVISION WITHIN
AIRPORT ZONE C-1 IS 1.097
ACRES MORE OR LESS.

2- NUMBER OF LOTS AFFECTED
PARTIALLY OR TOTALLY BY ZONE
C-1 ARE 6 LOTS (LOTS NO.
1,2,3,4,67 AND 68)

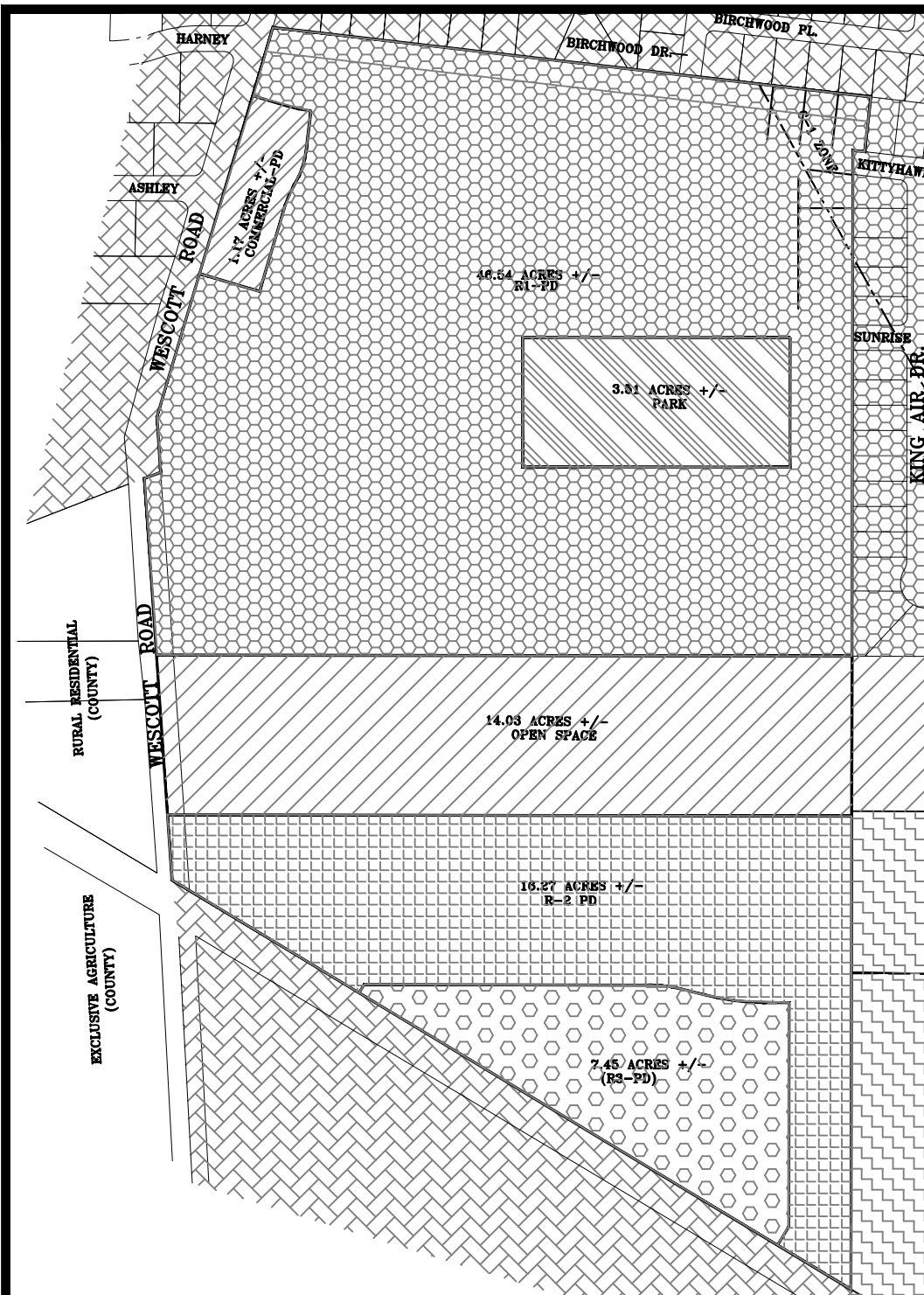
	ZONING	GENERAL PLAN
	O-S OPEN SPACE	PARKS RECREATION OPEN SPACE
	P-F PUBLIC FACILITIES DISTRICT	PUBLIC FACILITY
	M-1 LIGHT INDUSTRIAL	INDUSTRY DISTRICT
	R-1 PD SINGLE FAMILY RESIDENTIAL DISTRICT PLANNED DEVELOPMENT	LOW DENSITY RESIDENTIAL
	R-1 SINGLE FAMILY RESIDENTIAL DISTRICT	LOW DENSITY RESIDENTIAL

----- ZONE C-1 COLUSA AIRPORT
LAYOUT PLAN

EXHIBIT "B"
EXISTING ZONING & GP

WESCOTT SUBDIVISION
PAGE 1 OF 31

----- PROPERTY SUBJECT TO REZONE & GP AMENDMENT



1"=400

Item 1.

OWNERS

BLUE HERON RIDGE INC
50 SUNRISE BLVD.
COLUSA, CA 95932
(530) 458-2118

WESCOTT RANCH LLC
642 5TH STREET
COLUSA, CA 95932





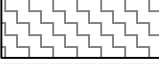

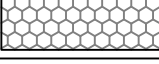

ENGINEER/SURVEYOR:
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88.97 AC +/-

ZONE C-1 NOTES:

1- AREA OF SUBDIVISION WITHIN
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ACRES MORE OR LESS.

2- NUMBER OF LOTS AFFECTED
PARTIALLY OR TOTALLY BY ZONE
C-1 ARE 6 LOTS (LOTS NO.
1,2,3,4,67 AND 68)

ZONING	GENERAL PLAN	ZONING	GENERAL PLAN
	O-S PD OPEN SPACE PLANNED DEVELOPMENT		C-G PLANNED DEVELOPMENT
	P-F PUBLIC FACILITIES DISTRICT		R-2 PLANNED DEVELOPMENT
	M-1 LIGHT INDUSTRIAL		R-3 PLANNED DEVELOPMENT
	R-1 PD SINGLE FAMILY RESIDENTIAL DISTRICT PLANNED DEVELOPMENT		
	R-1 SINGLE FAMILY RESIDENTIAL DISTRICT		

----- ZONE C-1 COLUSA AIRPORT
LAYOUT PLAN

PROPOSED ZONING & GP

WESCOTT SUBDIVISION

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF COLUSA
AND BLUE HERON RIDGE, INC. AND
WESCOTT RANCH LLC/BRENAN & SONS RELATIVE TO THE
WESCOTT TENTATIVE SUBDIVISION PROJECT
(APN 017-130-170 AND 017-030-050 – Portion of)**

This Development Agreement is entered into this _____ day of May 2024, by and between the CITY OF COLUSA, a municipal corporation ("City"), and BLUE HERON RIDGE INC, and WESCOTT RANCH LLC/BRENNAN & SONS ("Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Colusa and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 90.95± acres as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"). and Landowner agrees to be bound by this Agreement.

C. The Property is currently undeveloped and is located within the City Limits.

D. The Modified Mitigated Negative Declaration adopted _____, 2024 reviewed the following land uses within the Property, to be incorporated into subsequent land use entitlements, as set forth below, for the following gross acres:

R-1/PD Low Density Residential- Planned Development	46.54 acres±
R-2/PD Medium Density Residential - Planned Development	16.27 acres ±
R-3/PD High Density Residential - Planned Development	7.45 acres ±

CM/PD Commercial – Planned Development	1.17 acres ±
P- Parks	3.51 acres ±
OS Open Space	14.03 acres ±

E. Current Project: The current project subject to this Agreement modifies the land uses within the boundaries of the Property to introduce a variety of land uses to be divided into the following:

R-1/PD Low Density Residential- Planned Development	170 lots
R-2/PD Medium Density Residential – Planned Development	53 lots
R-3/PD High Density Residential – Planned Development	1 lot
CM/PD Commercial – Planned Development	1 lot
P- Parks	1 lot
OS Open Space	2 lots

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Property Description and Binding Covenants. The Property is that property described in Exhibits "A" and "B." Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.5 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to BLUE HERON RIDGE INC and WESCOTT RANCH LLC/BRENNAN & SONS each and every subsequent purchaser or transferee of the Property or any portion thereof from BLUE HERON RIDGE INC and WESCOTT RANCH LLC/BRENNAN & SONS

1.3 Effective Date and Term.

1.3.1 Effective Date. The term of this Agreement shall commence upon the approval of the tentative map by the City Council. The Agreement shall be recorded against the Property within ten (10) days after City enters into the Agreement, as required by California Government Code Section 65868.5, provided, however, the terms and conditions of this Agreement shall not be binding upon the Property, nor shall Landowner have any development rights or improvement or payment obligations, with the exception of costs incurred by City in the processing of the Initial Entitlements, until tentative map approval.

1.3.2 Term. Upon approval by the City Council, the term of this agreement shall run concurrently with the tentative map and expire ten (10) years after approval of the Initial Entitlements and shall also be extended with the extension of any tentative maps.

1.3.3 Tolling and Extension During Legal Challenge or Moratoria. In the event that this Agreement or any of the Initial Entitlements (i.e. Annexation, LAFCO approval, General Plan Amendment, Tentative Parcel Map) or the environmental document or any subsequent approvals or permits required to implement the Initial Entitlements (such as any required wetlands fill permit or environmental document required under the National Environmental Protection Act ("NEPA") related thereto) are subjected to legal challenge by a third party, and Landowner is unable to proceed with the Project due to such litigation (or Landowner gives written notice to City that it is electing not to proceed with the Project until such litigation is resolved to Landowner's satisfaction), the term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Landowner, be extended and tolled during such litigation until - the entry of final order of judgment upholding this Agreement and/or Initial Entitlements, or the litigation is dismissed by stipulation of the parties; provided, however, that, notwithstanding the foregoing, Landowner shall have the right to elect, in Landowner's sole discretion, to proceed with the Project at any point by providing the City with written notice that it is electing to proceed with Project, in which event the tolling of the term of this Agreement shall cease as of the date of such notice.

Similarly, if Landowner is unable to develop the Property due to the imposition by the City or other public agency of a development moratoria for a health or safety reason unrelated to the performance of Landowner's obligations hereunder (including without limitation, moratoria imposed due to the unavailability of water or sewer to serve the Property), then the term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Landowner, be extended and tolled for the period of time that such moratoria prevents such development of the Property. Notwithstanding any extension or tolling of the term of this Agreement as provided above in this Section 1.3.5, the City shall at Landowner's cost, process any preliminary plans submitted by Landowner, including, without limitation, any applications for tentative parcel map or tentative subdivision approval,

during such tolling period, provided, however, that Landowner waives the time limits set forth in the Subdivision Map Act or Permit Streamlining Act for any action by City during the tolling period to approve such tentative parcel map or tentative subdivision map or other development permit approval. In the event of a moratorium affecting tentative map or development permit approval, City shall not be obligated to approve such tentative map or development permit during the moratorium. In the event of a moratorium affecting the issuance of building permits, City shall process, but shall not be obligated to approve, any building permits during such moratorium.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of City and Landowner (and/or any successor owner of any portion of the physical area to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entirety of the Property, then such amendment need only be approved by the City and the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment.

1.4.1 Insubstantial Amendments. Notwithstanding the provisions of Section 1.4, for any amendments to this Agreement which do not relate to (a) the term of the agreement as provided in Section 1.3.2; (b) the permitted uses of the Property as provided in Section 2.1; (c) provisions for “significant” reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property; or (f) monetary contributions by Landowner as provided in this Agreement; the Project shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

1.4.2 Minor Modifications of Initial Entitlements. For purposes of this Section, minor modifications of Initial Entitlements shall mean any modification to the Project that does not relate to (i) the permitted uses of the Project, (ii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for Subsequent Entitlements, (v) the maximum height or size of proposed buildings; (vi) monetary contributions by Landowner; or (vii) public improvements to be constructed by Landowner (“Minor Modifications”). Minor Modifications of Initial Entitlements shall not require amendment of this Agreement, unless the Minor Modifications of the Initial Entitlements relates specifically to some provision of this Agreement. Further, Minor Modifications of Initial Entitlements may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the

provisions of Section 1.3.2 above, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Landowner's expense, with the County Recorder within ten (10) days after City executes such amendment or termination. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, shall be those set forth in the General Plan, as may be further refined in the Subsequent Entitlements. (i.e. Subdivision Map, General Development Plans, Conditional Major Use Permit). The density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes or payment of fees in lieu thereof, location of public utilities and improvements, the development standards and design guidelines, and other terms and conditions of development applicable to the Property shall be those set forth in the Subsequent Entitlements.

2.2 Vested Rights. Subject to the prohibition on physical development until Subsequent Entitlements are obtained with an approved tentative map, above, and the requirements of Section 2.4 below, Landowner shall have the fully vested right ("Vested Rights") to develop the Property in accordance with the Initial Entitlements, including in particular the provision of this Development Agreement and the other Initial Entitlements, pursuant to the rules, regulations and official policies as set forth below. In the event of any conflict or inconsistency between this Development Agreement and the Existing Rules or between this Development Agreement and the other Initial Entitlements, this Development Agreement shall prevail and control.

2.3 Existing Rules. Unless otherwise expressly provided in Section 2.1 and Section 2.2, for the term of this Agreement, the City's ordinances, rules, regulations and official policies governing the permitted and conditionally permitted uses of the Property, shall be those in force and effect on the Effective Date of this Agreement (the "Existing Rules"). The Existing Rules include the General Plan as adopted on _____, the Initial Study/Mitigated Negative Declaration with their mitigation measures which are subject to review monitoring by the City of Colusa, this Development Agreement, and the provisions of the City Zoning Ordinance applicable to the Property which governing documents are intended to be consistent with one another and interpreted together to form a unified whole. The Initial Entitlements as initially adopted shall be construed so as to be consistent with one another to the extent that the reconciliation of provisions is reasonably possible. In the event of any inconsistency between the foregoing, one shall govern over the other in descending order of priority such that the General Plan shall be given the greatest precedence and the applicable provisions of the Zoning Ordinance shall have the least precedence.

2.4 General Development Plan. Notwithstanding any other provision of this Agreement to the contrary, Landowner shall be required to enter into a General Development Plan(s) in conjunction with Subsequent Entitlements and shall not be able to develop the Property, or any portions thereof, until Landowner has entered into a General Development Plan(s).

2.5 Application of Subsequently Enacted Rules, Regulations and Official Policies. While City may enact new or modified tentative map conditions of approval, rules, regulations and official policies after the Effective Date ("New Rules"), such New Rules shall be applicable to the Property only to the extent that they do not conflict with the Existing Rules. Furthermore, City shall not be prevented from denying or conditionally approving any Subsequent Entitlements on the basis of such Existing Rules or New Rules that do not conflict with the Existing Rules.

2.6 Obligation to Meet and Confer. If City attempts to apply to the Project a Subsequent Entitlement or New Rule which Landowner believes to conflict with this Agreement or the other Initial Entitlement, Landowner shall provide to City in writing a notice describing the legal and factual basis for Landowner's position. The parties shall meet and confer within thirty (30) days after the date of such written notice with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. If no mutually acceptable solution can be reached, either party may take such action as may be permitted under Article 5 below.

2.7 Uniform Codes and Standard Specifications. Nothing herein shall preclude City from applying to the Property standards contained in uniform building, construction, plumbing, fire or other uniform codes and Title 24 of the California Code of Regulations, relating to Building Standards in effect at the time of approval of the appropriate permits which may include building, grading or other construction permits for the Property, as the same may be adopted or amended from time to time by City, provided that the provisions of any such uniform code shall:

- (1) Apply to the Property only to the extent that such code is in effect on a City-wide basis; and
- (2) With respect to those portions of any such uniform code that have been adopted by City without amendment, be interpreted and applied in a manner consistent with the generally prevailing interpretation and application of such code in California.

2.8 Changes in State or Federal Laws or Regulations. Nothing herein shall preclude City from applying to the Property changes in the Existing Rules, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. To the extent that such changes in the Existing Rules, prevent, delay or preclude compliance with one or more provisions of this Agreement or the other Initial

Entitlements, City may modify or suspend such provisions of the Agreement as may be necessary to comply with such state or federal laws or regulations and City and Landowner shall take such action as may be required pursuant to this Agreement to comply therewith.

2.9 Authority of City. This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Initial Entitlements and this Agreement, in effect as of the Effective Date of this Agreement.

ARTICLE 3. LANDOWNER OBLIGATIONS

3.1 City Fees and Charges. Landowner shall pay those processing, inspection and plan check fees and charges required by City under the current regulations then in effect for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder, including paying costs incurred by City to conduct environmental review of the Initial Entitlements.

3.2 Applicable Fees; Time of Payment. The Property shall be subject to those development impact fees required by City's adopted Resolution No. 15-16, adopted April 21, 2015, and policies which are in effect at the time of individual building permit application. Further, the Property shall be subject to those dedications required by City's adopted ordinances, resolutions and policies which are in effect at the time of tentative map approval. Except as otherwise provided in Section 2.6 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances.

3.3.1 Formation, Consent, Waiver and Special Benefit. Landowner agrees to cooperate in the formation or annexation to, and agrees to take all acts necessary to the formation or annexation to one or more financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the property. The Services District shall:

a. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the property and upon the Property frontages and statuary, fountains or ornamental structures.

b. Cause to be established appropriate funding mechanisms, to the satisfaction of the City, to fund the ongoing maintenance of park facilities and improvements with the Project, and any other park improvements pursuant to the Project Approvals.

c. Cause to be established appropriate mechanisms, as determined appropriate by the City to fund the ongoing maintenance of drainage facilities within the project consistent with the Project Approvals.

d. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the City within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the City.

e. Conduct, manage and finance any environmental litigation monitoring as required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Article 3.3.1 is not known as of the Effective Date and will be determined in the future. The assessments listen herein shall be adjusted annually on each January 1, beginning one year after the recordation of a map, based on the Consumer Price Index. As used herein, the term , “Consumer Price Index” shall mean the United States Department of Labor Bureau of Labor Statistics Consumer Price Index, All Urban Consumer, All Items, San Francisco-Oakland-San Jose, California, or the successor of such index.

3.3.2 Public Parcel Exclusion. Landowner expressly agrees that parcels conveyed or to be conveyed to the City shall be excluded from any assessment to be imposed by the Services District.

3.3.3 Provisions Survive Termination. The provisions of this Article 3.3 shall survive the termination of the Agreement.

ARTICLE 4. CITY OBLIGATIONS

4.2.1 Subdivision Maps. City acknowledges that under Government Code Section 66452.6, the term of a tentative subdivision map will be automatically extended for a period of time where a subdivision is obligated to install certain improvements located outside the boundaries of the subdivision. In determining the term of any tentative

subdivision map that may be approved in the future by the City for the Property, or any portion thereof, and without limiting the effect of any other provisions of the Government Code dealing with map extensions, the City agrees that any public improvements, exceeding the value set forth in Section 66452.6 at the time of tentative map approval, shall be treated as such off-site improvements for purposes of applying Section 66452.6 of the Government Code.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7. This provision is included in this Agreement to comply with Government Code Section 65867.5.

4.3 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that except as otherwise provided herein, this Agreement shall vest the Initial Entitlements against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City's approval of the Initial Entitlements, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Initial Entitlements and that any such resolution, ordinance, initiative or referendum shall not apply to the Initial Entitlements and the Project. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, City-wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Landowner and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a City-wide lack of adequate sewage treatment capacity to meet additional demand would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Property if approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels on City roads would not be deemed to directly concern a public health or safety issue under the terms of this paragraph.

4.4 Essence of Agreement. Articles 1, 2, 3 and 4 are the essence of this Agreement.

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any

term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

If the default is not cured by the defaulting party after notice and expiration of the thirty (30) day period, the other party to this Agreement at its option may institute any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the non-defaulting party shall refrain from any legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute any waiver of any default. Notwithstanding the foregoing and in the event that the parties are unable to resolve this matter, the non-defaulting party may give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in material default of the terms of this Agreement.

5.2 Annual Review.

5.2.1 Review Date. The annual review date for this Agreement shall be _____, 2025, and each year thereafter.

5.2.2 Initiation of Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. To the extent this cost is not included in other fees or costs paid by Landowner, Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon, not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement.

In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

If City takes no action within thirty (30) days following a required public hearing to discuss the annual review findings, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or

agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that the Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Colusa, State of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement has been reviewed by legal counsel both for City and Landowner, and therefore no presumption or rule that ambiguity shall be construed against the party drafting the agreement shall apply.

ARTICLE 6. HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend, indemnify, and hold City, its elective and appointive boards, commissions, officers, agents, employees and representatives harmless from any and all claims, costs (including legal fees and costs), liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from Landowner's performance of this Agreement, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, including attorneys' fees, whether such performance be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the sole negligence or willful misconduct of City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore. This indemnification provision

survives termination of this Agreement.

ARTICLE 7. PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

ARTICLE 8. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding and for any attorney's fees and costs awarded to a party to be paid by City.

ARTICLE 9. GENERAL

9.1 Enforceability. The City agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

9.2 City Finding. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

9.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns: No other person shall have any right of action based upon any provision in this Agreement.

9.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is

determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the City of Colusa City Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.7 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) to the knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to provide any such request for interpretation. City will not unreasonably withhold its consent to any such requested interpretation provided such interpretation is consistent with the intent and purposes of this Agreement. The Parties agree that the following shall apply to any Mortgagee of the Property:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or Mortgagee who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

9.9 Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner agrees that Landowner may be required to maintain in effect a policy of comprehensive general liability insurance and name City as an additional insured on all policies evidencing such insurance. Any such obligation imposed upon Landowner by City shall automatically terminate, without any further action by either party, upon City acceptance of such public improvements, unless otherwise extended by a written agreement between Landowner and City.

ARTICLE 10. NOTICES

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

City Manager
City of Colusa
425 Webster Street

Colusa, CA 95932

With a copy to:

City Attorney
City of Colusa
425 Webster Street
Colusa, CA 95932

Notice required to be given to the Landowners shall be addressed as follows:

BLUE HERON RIDGE, INC.
C/O Ed Hulbert
50 Sunrise Blvd.
Colusa, CA 95932

WESCOTT RANCH LLC/BRENNAN & SONS
642 5th Street #8
Colusa, CA 95932

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

ARTICLE 11. ASSIGNMENT

From and after recordation of this Agreement against the Property, Landowner shall, subject to providing advance written notice of such assignment to City, have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "C" and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property.

ARTICLE 12. FINAL AGREEMENT

This Agreement constitutes the final agreement between the parties hereto relative

to those development rights of Landowner provided for in the Initial Entitlements under the Development Agreement Statute. Development rights of Landowner under Subsequent Entitlements shall be the subject of a future tentative map application. This Agreement constitutes the entire understanding and agreement of the parties.

ARTICLE 13. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Colusa has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the Authority of _____, adopted by the City Council of the City of Colusa on the _____ day of _____ 2024.

CITY OF COLUSA

LANDOWNER:
BLUE HERON RIDGE, INC.

By: _____
City Manager

By: _____

Its: _____

ATTEST:

LANDOWNER:
WESCOTT RANCH LLC/BRENNAN & SONS

By: _____
City Clerk

By: _____

Its: _____

LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Property Map
Exhibit C	Sample Assignment and Assumption Agreement

EXHIBIT "A"**PARCEL "A"**

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF COLUSA STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1 AS SHOWN ON THAT CERTAIN PARCEL MAP OF TRACT NO. 79-3-5 BEING A DIVISION IN SECTIONS 5 AND 6, AND IN THE JIMENO RANCHO IN T 15 N R1 W, M.D.B. & M., FILED JUNE 27, 1979 IN BOOK 2 OF PARCEL MAPS, AT PAGE 60.

TOGETHER AND COMBINED WITH THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 97 OF SUNRISE LANDING SUBDIVISION, PHASE I, THE OFFICIAL MAP THEREOF, FILED FOR RECORD ON NOVEMBER 27, 2019 IN BOOK 2 OF SUBDIVISION MAPS, AT PAGE 37, COLUSA COUNTY RECORDS. THENCE ALONG THE WESTERLY EXTENSION OF SAID LOT 97 S 90° 00' 00" W, 6.16' TO THE EASTERLY PROPERTY LINE OF SAID PARCEL 1; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1 N 0° 05' 54" E, 133.24' TO THE NORTH EASTERLY CORNER OF SAID PARCEL 1. SAID POINT BEING ALSO ON THE NORTHERLY BOUNDARY OF SAID SUNRISE LANDING PHASE 1; THENCE ALONG SAID NORTHERLY BOUNDARY S 83° 32' 58" E, 20.90' TO THE NORTHWESTERLY CORNER OF SAID LOT 97; THENCE ALONG THE WESTERLY LINE OF SAID LOT 97 S 6° 27' 46" W, 132.44' TO THE POINT OF BEGINNING. (THE BASIS OF BEARING OF THIS DESCRIPTION IS THE SAME AS THE BASIS OF BEARING OF SAID SUNRISE LANDING PHASE 1).

EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 1 LYING SOUTHWESTERLY OF THAT CERTAIN PROPERTY DESCRIBED IN THE DEED FROM C. W. TUTTLE, ET AL, AS GRANTOR, TO COLUSA & HAMILTON RAILROAD COMPANY, A CORPORATION, AS GRANTEE, RECORDED NOVEMBER 28, 1911 IN BOOK 74, PAGE 392 OF DEEDS OF COLUSA COUNTY OFFICIAL RECORDS

CONTAINING 90.012 ACRES MORE OR LESS

THIS DESCRIPTION IS PREPARED FOR CITY OF COLUSA LOT LINE ADJUSTMENT NO. 02-24.



George L. Musallam

SIGNED ELECTRONICALLY ON 4-30-2024

PROJECT NOTES:

OWNERS

BLUE HERON RIDGE INC
50 SUNRISE BLVD.
COLUSA, CA 95932
(530) 458-2118

WESCOTT RANCH LLC
642 5TH STREET
COLUSA, CA 95932

DEVELOPER:

COLUSA INDUSTRIAL PROPERTIES
50 SUNRISE BLVD.
COLUSA, CA 95932
(530) 458-2118

ENGINEER/SURVEYOR:

GEORGE L. MUSALLAM LS 7104
NORTH VALLEY ENGINEERING
AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CALIFORNIA 95993
(530) 713-0417

ASSESSOR'S PARCEL NUMBER:

APN: 017-130-107(1.98 AC +/-)
APN: 017-030-050 PORTION OF (88.97 AC +/-)

AREA OF ALL PARCEL

88.97 AC +/-

EXISTING USE:

ROW CROP

EXISTING ZONING:

R-1

PROPOSED ZONING:

R-1/PD LOW DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (46.54 AC +/-)
R-2/PD MEDIUM DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (16.27 AC +/-)
R-3/PD HIGH DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (7.45 AC +/-)
CM/PD COMMERCIAL- PLANNED DEVELOPMENT (1.17 AC +/-)
PARK (3.51 AC +/-)
OS OPEN SPACE (14.03 AC +/-)

WATER, SEWER

CITY OF COLUSA

STORM DRAINAGE

CITY OF COLUSA

GROUND SLOPE

PROPERTY HAS BEEN LEVELED
1% SLOPE IN THE SOUTHWEST DIRECTION

UNDERGROUND ALERT SERVICES:

1-800-642-2444

ELECTRIC & NATURAL GAS:

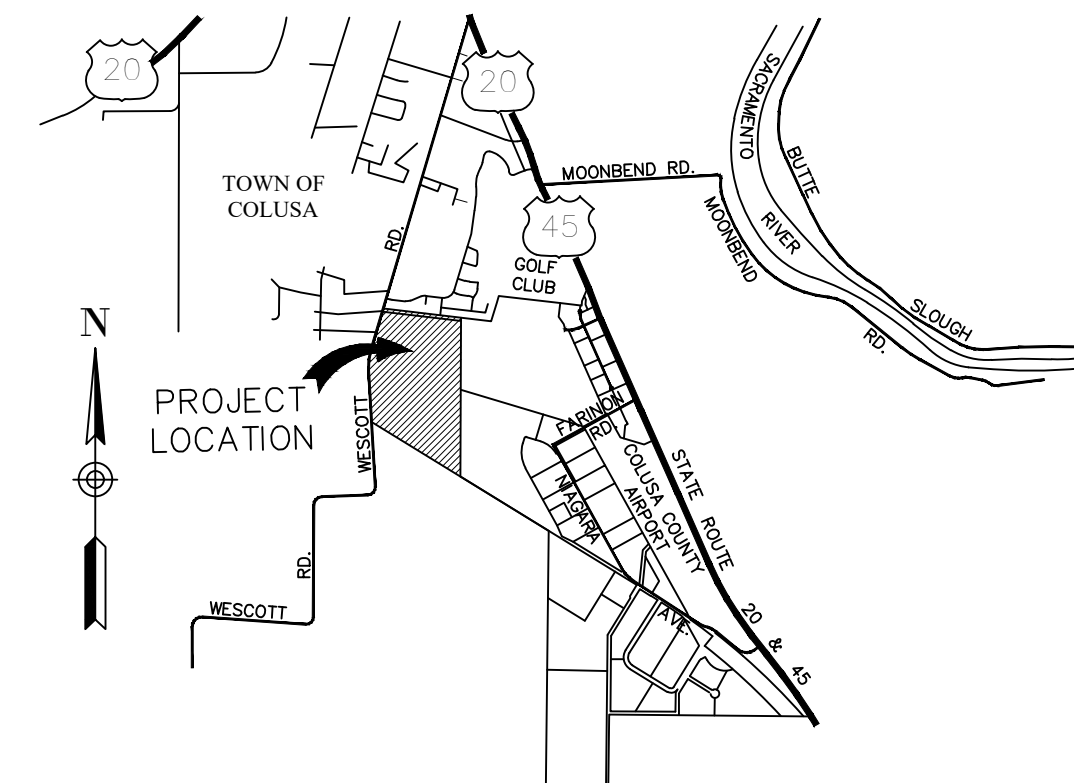
PACIFIC GAS AND ELECTRIC

COMMUNICATIONS

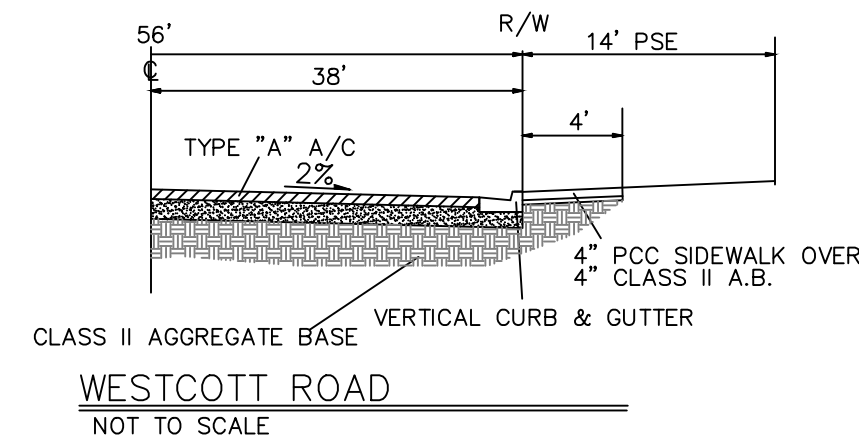
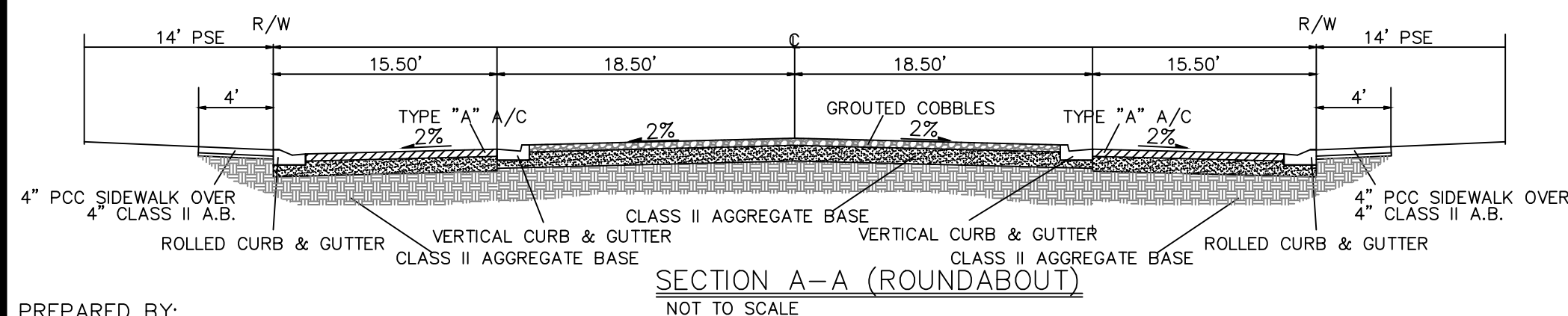
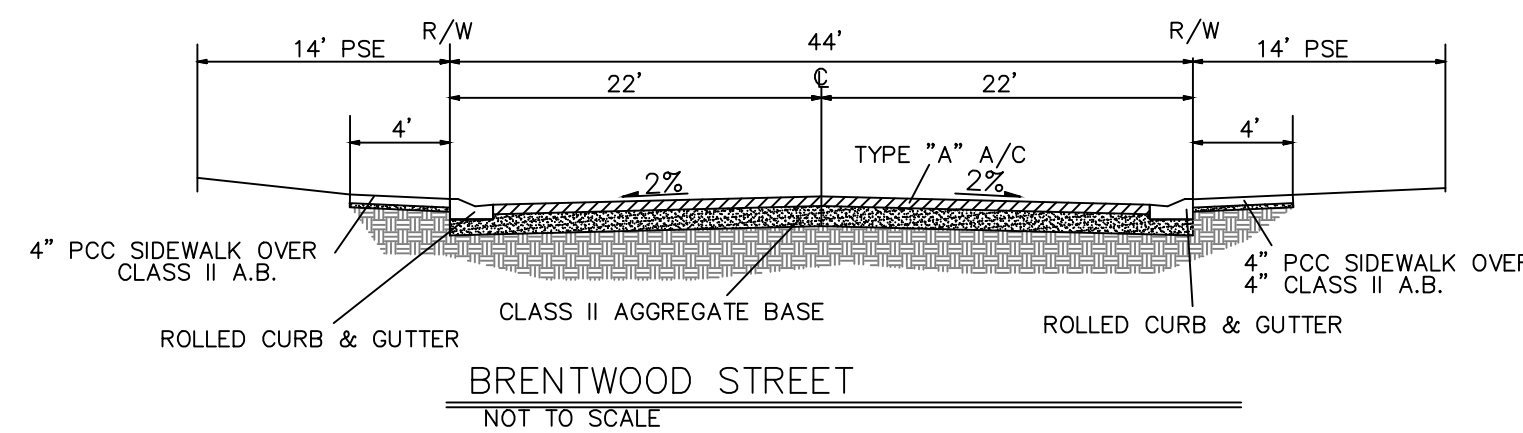
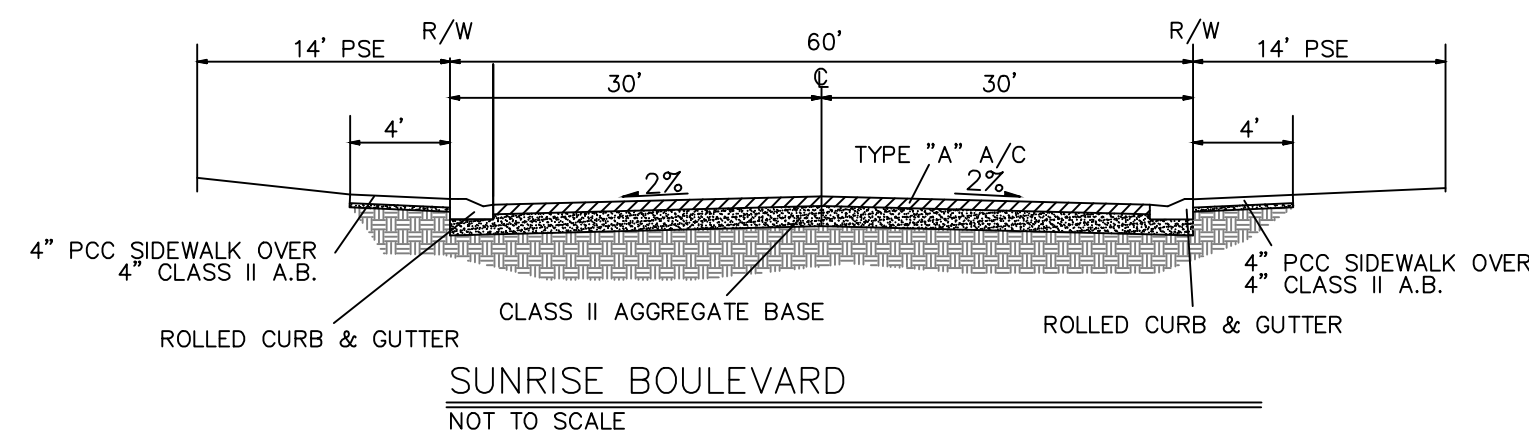
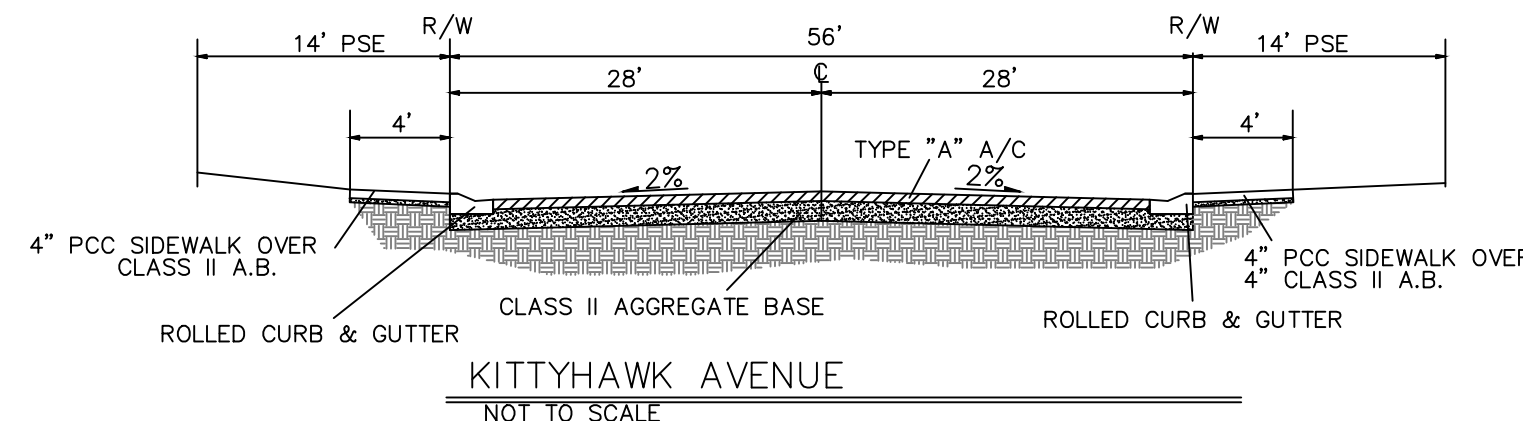
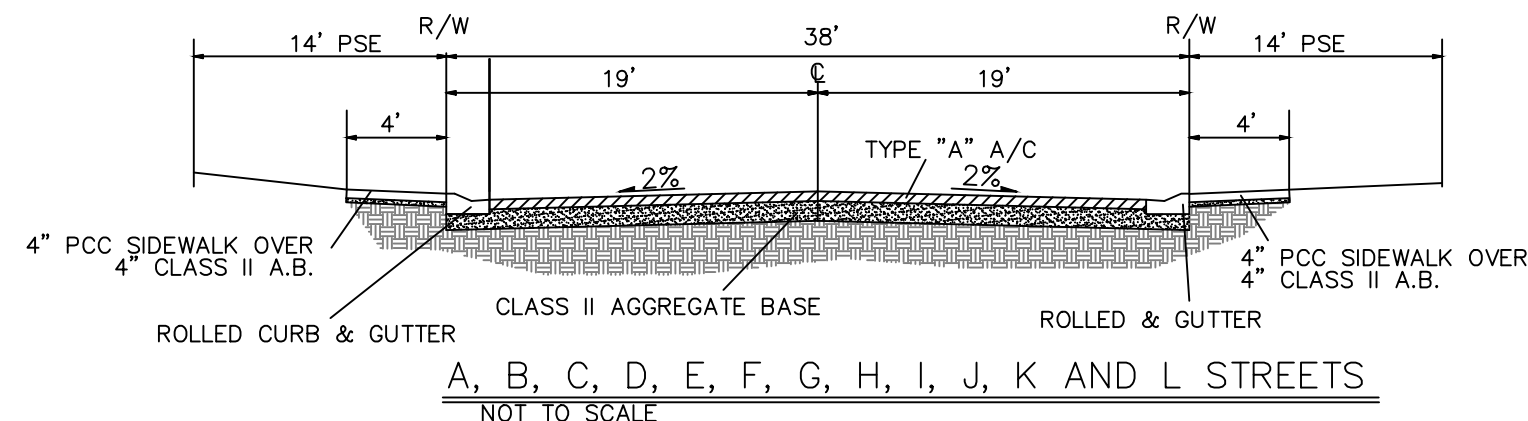
AT & T AND COMCAST

CABLE

COMCAST



VICINITY MAP
NOT TO SCALE



PREPARED BY:

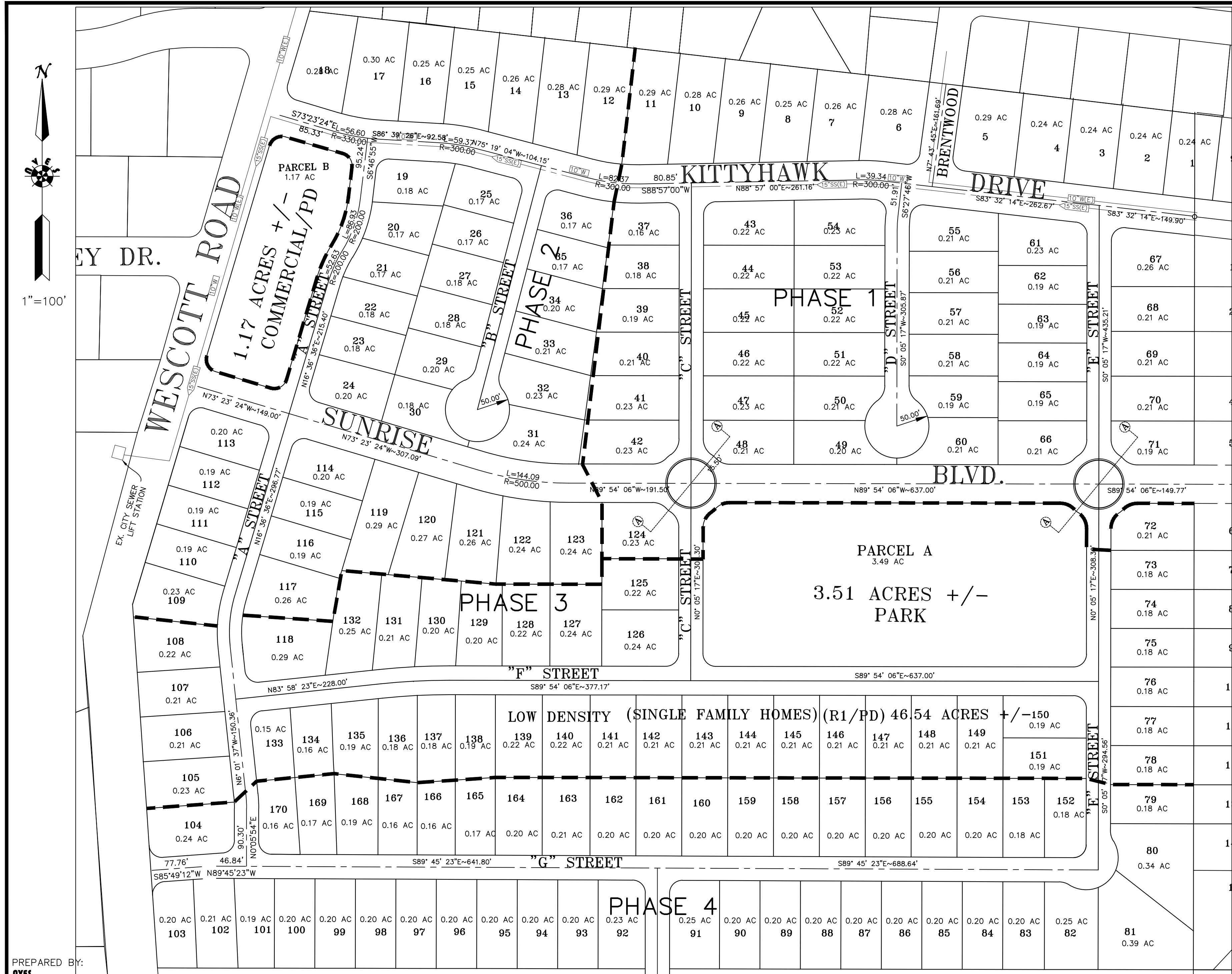
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

WESCOTT SUBDIVISION

BLUE HERRON INC/WESCOTT RANCH LLC
BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M.
COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.

OCTOBER 2023

PAGE 1 OF 3

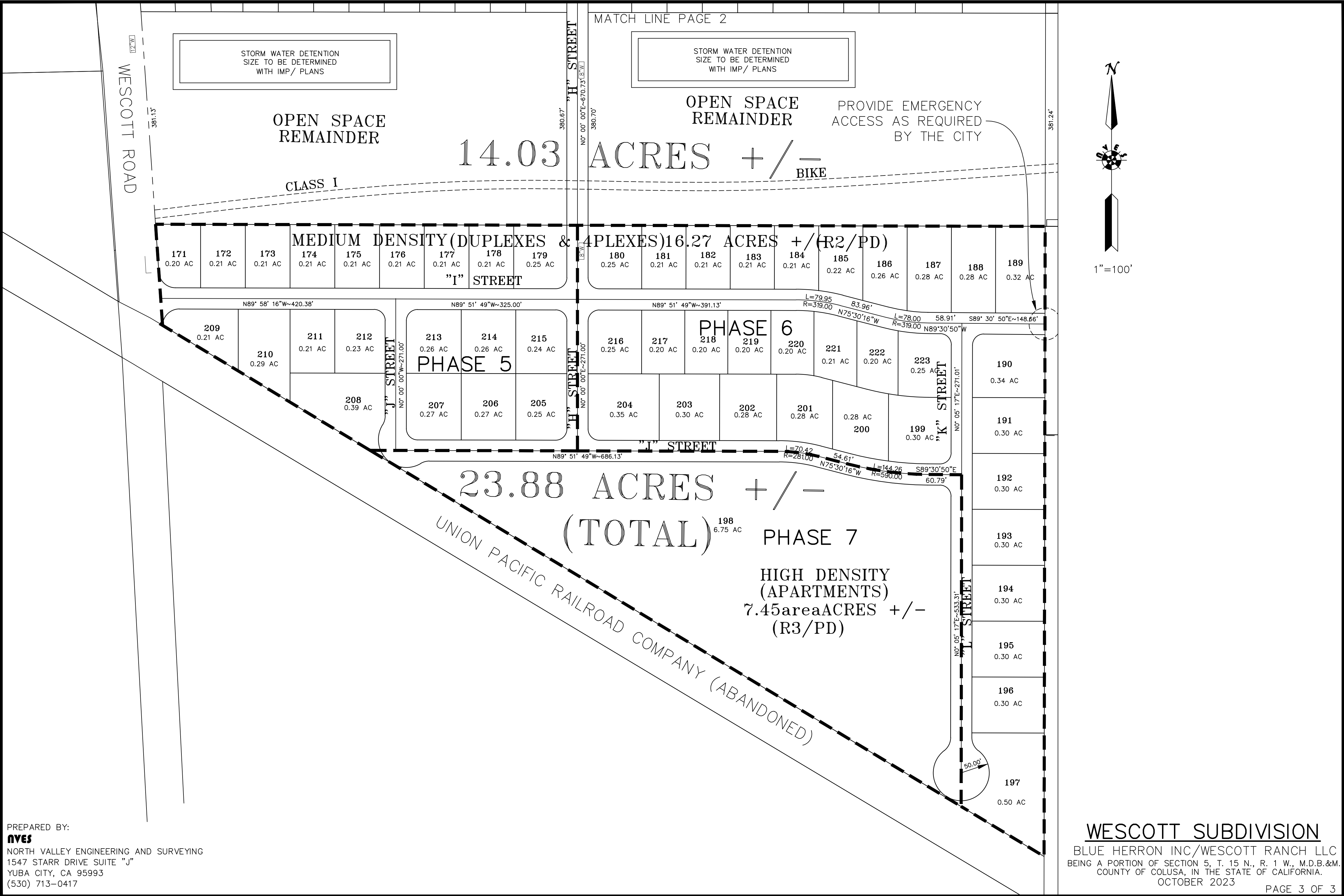


NOTE:
PHASE 1 48 LOTS
PHASE 2 39 LOTS
PHASE 3 38 LOTS
PHASE 4 45 LOTS

PREPARED BY:
NVE
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

MATCH LINE PAGE 3

WESCOTT SUBDIVISION
BLUE HERRON INC/WESCOTT RANCH LLC
BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M.
COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.
OCTOBER 2023 PAGE 2 OF 3



PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

WESCOTT SUBDIVISION
BLUE HERRON INC/WESCOTT RANCH LLC
BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M.
COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.
OCTOBER 2023
PAGE 3 OF 3

WESTCOTT SUBDIVISION CONDITIONS OF APPROVAL

General Conditions

1. The approval for the Colusa Industrial Properties, WESCOTT SUBDIVISION 226-lot subdivision tentative map shall expire 24 months from the date of its approval by the Planning Commission, subject to the provisions of the City's Subdivision Ordinance and the California Subdivision Map Act or as defined in an development agreement.
2. The developer may enter into a development agreement with the City, which shall be in place (approved by the City Council) prior to recordation of final map.
3. The developer shall comply with all mitigation measures as specified in the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP).
4. All outstanding planning application fees shall be paid in full prior to issuance of grading permit.
5. All environmental document recordation fees shall be paid in full within 7 days of application approval. When applicable Department Fish & Game environmental review fees shall be included in the total amount due.
6. All City fees applicable to this project, including those established by the environmental mitigation measures, shall be paid at the rate in effect at the time fees are due or as established by the Development Agreement.
7. Applicant's acceptance of this entitlement shall be deemed to be acceptance by the applicant of all Conditions of Approval.
8. The Conditions of Approval of this entitlement shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, which may or may not be shown on the map or improvement plans.
9. All Department, Division, District, and Agency permits or "will-serve letters" shall be submitted to the City Engineer and Building Official prior to issuance of building permits.
10. Applicant agrees to join an existing Maintenance District already in place, CFD 20-20 prior to the filing of the final map to cover costs of public maintenance within Westcott Subdivision. Assessments will be shown on the property owners' tax bills.
11. The applicant shall indemnify, exonerate, and hold harmless the City and all officers and employees thereof against all claims, demands, and causes of action arising out of improvements constructed within this subdivision; and defend at his/her sole expense, any action brought against the City as a result of this project. The applicant shall reimburse the City for any court costs and attorneys fees resulting from any such action. The City may, at

its discretion, participate in the defense of any action, but such participation shall not relieve the applicant of the obligations under this Condition.

12. The developer may choose to construct all infrastructure improvements including, but not necessarily limited to , water, sewer, storm drain, roads, curbs gutters and sidewalks, signage and striping, dry utilities and street lights, and seek inspections and approval of any phase in order to record a final map or; the developer may enter into a contractual agreement with the City to perform the installation and construction of all improvements as contained in the Conditions of Approval of the subdivision and those required by the City of Colusa Subdivision Standards. The developer shall post bond, cash deposit, or instrument of credit, guaranteeing the installation and construction of all required improvements within the time period specified herein or approved time extension in accordance with the provisions of the City.

13. The improvement plans for this subdivision shall be prepared by a California Registered Civil Engineer and shall be approved by the City Engineer prior to the filing of the final map, unless a separate grading permit is issued. The applicant shall comply with the City of Colusa subdivision standards and the project's Conditions of Approval and Mitigation Measures. Developer shall submit a site-specific soils report for the project which will include at a minimum recommendation for trench backfill, subgrade preparation under roads and sidewalks, structural sections for paving, and building pad construction and compaction requirements.

These improvement plans shall be submitted concurrently and shall include, but not be limited to, grading, street, drainage, sewer, water, and appurtenant improvements. In addition, a master utility plan shall be submitted showing the layout and location of all the onsite and offsite utility facility improvements of the subdivision. (See Gas, Electric, and Communication Utilities conditions). The plan submittal shall also include construction cost estimates, plan check fees, soils reports, and all pertinent engineering design calculations. The final map may not be filed unless all said improvement plans have been approved by the City Engineer.

14. The final map of any phase shall be prepared in accordance with the Subdivision Map Act, most current City of Colusa Subdivision Standards and City Subdivision Ordinance. The final map shall be submitted to the City Engineer for review and approval prior to City Council action.
15. Lot standards shall substantially conform to the City of Colusa Zoning Ordinance.
16. The developer shall provide all necessary easements for streets, alleys, sewers, water facilities, utilities, drainage facilities, and other facilities as required by the City. In the event such easements cannot be obtained from the property owner involved by negotiation; the City may acquire them at the costs of appraisal, acquisition, attorney fees, and court fees borne by the developer.

17. The final improvement plans shall be reviewed, approved, and signed by the Colusa Fire Chief, for compliance with the Uniform Fire Codes, fire flow gallons per minute requirements, the number/type of fire hydrants and their location.
18. The final improvement plans shall be reviewed, approved, and signed by the City Police Chief for compliance with public safety and emergency access.
19. In accordance with the City's Subdivision Standards, all bonds, fees, insurance and permits shall be satisfied prior to recordation of final map.
20. All Conditions of Approval of this project shall be met or bonded prior to the satisfaction of the City Engineer prior recordation of final map.
21. Costs of all plan checking and field inspections related to onsite and offsite improvements shall be the responsibility of the developer. Plan check fees shall be paid at the time the plans are submitted, and inspection fees shall be paid prior to the field inspection.
22. The developer shall be responsible for all actions of his contractors, and subcontractors until such time as the improvements have been accepted by the City.
23. The developer shall designate in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the developer. Such written authorization shall be provided to the City. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the development. During periods when work is suspended, arrangements acceptable to the City shall be made for any emergency work, which may be required.
24. It shall be the applicant's responsibility to ensure that all requirements of any other law or agency of the State of California and any other governmental entity, applicable to this development, shall be met.
25. The project shall be constructed in conformance with all applicable City codes, plans, standards and guidelines. In the event of a conflict, those standards adopted at the time of tentative map approval shall prevail.
26. With the recordation of the final map each phase shall annex to an already existing Community Facilities District CFD 20-02.

Grading

27. The following shall be submitted to the City Engineer for approval, prior to issuance of a grading permit:

- a. A master drainage plan and report that covers the interim and permanent drainage solutions shall be submitted and approved by the City Engineer, prior to submitting any civil design plans. The drainage report shall address each phase and any interim solutions for that phase, and an overall masterplan. The report shall include hydrologic and hydraulic calculations, and consideration of the 10 yr and 100 yr return flow periods. The report and calculations shall be stamped by a Registered Civil Engineer registered in the State of California.
 - b. A grading and drainage plans for each phase, shall be designed to meet the requirements of the Colusa Municipal Codes and City Engineer. Plans shall include provisions for permanent erosion and sediment control. Estimated quantities of excavation and embankment shall be noted on the plans.
 - c. A temporary erosion and sediment control plan shall be included with any phase of work, If grading will not be completed by October 15 or is scheduled to start prior to April 15, a winterization plan shall be included for all work on that phase, with the developer responsible for implementation and maintenance of the winterization plan.
 - d. Water, wastewater, and utility improvements.
 - e. Two (2) copies of the SWPPP Monitoring Program and Inspection Plan including the WDID and NOI and Filing with the State Water Board.
 - f. Drainage calculations prepared in accordance with the Colusa Municipal Codes and City Engineer.
 - g. A geotechnical investigation report with recommendations pertinent to the facilities being proposed, including site preparation and engineered fill, on-grade, asphalt concrete pavements, and retaining walls, and building pad construction
 - h. Engineer's estimate of probable construction cost.
 - i. The plan shall include sufficient topographic information on adjacent parcels. The statement "I hereby state that all improvements have been substantially constructed as presented on these plans" shall appear on the site grading and drainage plan and shall be signed by a registered civil engineer. The erosion control plan shall include, but not limited to, inlet filters and stabilized construction site access.
 - j. Offsite improvement plans.
 - k. Plan check fees.
28. All grading performed shall conform to the City Ordinance, Chapter 70 of the Uniform Building Code, and as recommended in the Soils/Geotechnical Report with review and approval by the City Engineer.

29. Onsite grading shall be limited to the locations shown on the approved plans or on subsequent City approvals. All grading shall be suspended when winds reach 20 miles per hour or greater.
30. All abandoned irrigation lines and wells, trees (except those to be preserved), and obstructions in the project site shall be removed and properly disposed of from the site during grading operations. Proper backfill and compaction of voids shall be subsequently accomplished to provide protection against settlement.
31. It is the contractor's responsibility to use watering, dust fences, or other methods as directed by the City, to control dust throughout the construction operation.
32. All grading construction debris materials shall be removed and disposed of offsite prior to any excavation or fill operations. The developer or his agents or employees shall be responsible for removal and cleanup of any spill on public streets during his entire grading operations.
33. FEMA Map study showing that the proposed improvements meet the current city minimum elevations above the FEMA floodplain.

Sewer

34. All proposed subdivision lots shall connect to the City's sewer system.
35. Sanitary sewer facilities shall be designed and constructed at the developer's expense in accordance with the City of Colusa Subdivision Standards, as approved by the City Engineer. The developer shall construct and pay for sewer lines to tie in from the west to Wescott Road. Developer may be required to upgrade the sewer pumping station located along Wescott Road which transmits the effluent from this area to the City Municipal wastewater treatment plant.
36. The method of sewage and waste disposal shall be by means of the City's collection and disposal system. All sewer system improvements shall meet or exceed the City's standards and the necessary separation between water mains and sanitary sewers shall be maintained as required by the State Department of Health, as directed by the City.
37. Sewer connection and impact fees shall be paid with the issuance of a building permit and shall be those in effect at the time the permit is issued, excepting therefrom any special development agreements which may or may not adjust the fees.

Water

38. Water facilities shall be designed and constructed at the developer's expense in accordance with the City of Colusa Subdivision Standards, as directed by the City Engineer, and as proposed by the City Water Master Plan

39. The developer shall install onsite and offsite mains, fire hydrants, and water meters in conformance with the City Subdivision Standards.
40. The developer shall also provide onsite fire protection as determined necessary by the Fire Chief. Adequate fire protection, as determined by the Fire Chief, shall be available prior to acceptance of subdivision improvements by the City.
41. The required separation between water mains and sanitary sewers shall be in conformance with State Department of Health requirements.
42. The developer shall construct and pay for the water lines to tie in from east to Wescott Road as shown on the tentative map sheet 2.
43. Developer shall install a water main line, tying into the Cities water main line in Wescott Road.

Drainage

44. The project shall not increase runoff onto adjacent lands which are not owned by the developer, unless they are part of the master grading plan of the project. But in no case will the completed project discharge higher rates of runoff from the ultimate buildout boundary. Drainage calculations shall be completed and presented in a drainage analysis to the City Engineer for approval prior to issuance of grading permit. The drainage system design shall integrate, to the greatest extent feasible, techniques to minimize offsite runoff and maximize infiltration from not only large infrequent storms, but from small, frequent storms and irrigation.
45. Both onsite and offsite storm drainage facilities shall be designed and constructed in accordance with the City of Colusa Subdivision Standards, as approved by the City Engineer.
46. The developer shall install the required drainage facilities concurrently with the rough grading operations or provide an interim drainage and erosion control plan, and construct interim improvements with prior approval from the City Engineer. Such improvements shall mitigate any potential flooding and erosion adversely affecting adjacent properties and public right-of-way.
47. The developer shall comply with the National Pollutant Discharge Elimination System (NPDES) requirements, as covered in the State of California General Permit for Storm Water Discharges Associated with Construction Activity. A Notice of Intent must be filed with the State Water Resources Control Board (SWRCB) prior to the onset of construction. A Storm Water Pollution Prevention Plan (SWPPP) Monitoring Program and Inspection Plan must be prepared and submitted to the City Engineer for approval, at the same time as the Improvement Plans for this project. The developer will solely be responsible for implementation of the SWPPP, Monitoring Program and Inspection Plan during construction.

Streets

48. The developer shall submit a phasing plan to the City Engineer and Planner which shows the phasing of development, and the roadways connecting to each phase shall be constructed such that there is two access routes. The specific road construction and geometrics shall be approved by the City Engineer for each phase, in particular the first phase, as this phase may require additional access routes to be constructed.
49. A minimum of two permanent, primary access routes shall be provided to the subdivision. Secondary access may be provided, subject to the approval of the Public Works Department.
50. The developer shall construct and pay for all required offsite roadway improvements. At a minimum the eastern ½ of Wescott Road fronting the project shall be improved to a City Collector standard including bikelane, curb, gutter and sidewalks. The City will permit the developer to complete the first phase of development and defer the Wescott Road off site improvements to the second phase of the project. Improvements shall include completing the connection of all roadways to their respective connections points shown on the Tentative Map. Final improvement plans shall be prepared for all offsite improvements to be approved by the City Engineer, and shall be constructed to City standards.
51. Streets shall be designed and constructed in accordance with the City of Colusa Subdivision Standards, or as otherwise approved, and agreed upon by the developer and by the City Engineer as illustrated on the approved tentative map, and streets will not have planter areas separating the curb and gutter from the sidewalks..
52. The design of the two roundabouts shall be reviewed and approved by the City Engineer and in compliance with emergency personnel needs to ensure the design can accommodate emergency equipment.
53. With the development of Phase I, extending the Street Kittyhawk to Wescott Road will be required, however the improvements extending west from phase I need only to be asphalt paving and the ultimate required underground utilities.
54. Developer shall erect barricades at street stub outs in conformance to city standards for barricade construction. The stub ends of all streets planned for future continuation shall also be in conformance with city standards. The stub ends of all streets planned for future continuation shall be temporarily protected with warning barricades, redwood headers or berms, as required by the City Engineer.
55. The developer shall obtain an encroachment permit for any construction within the public right-of-way.
56. Any street, alley, sidewalk, or curb damaged by the developer or its agents or employees shall be repaired to the satisfaction of the City.

57. In accordance with the City's Subdivision Standards, all street names shall be approved by City staff and shall not be duplicated within the City limits or unincorporated area. Street names shall appropriately consider future extension of these roadways into adjacent developments (i.e., Brookins Ranch).
58. The developer shall purchase and install street name signs, traffic regulatory and warning signs, and any necessary street striping, overlay and markings, and fire hydrants and hydrant street markers as required by the development standards. Signs shall conform to City's requirements and shall be purchased by the developer. Striping and signing shall be installed by the developer subject to review and approval of the City, and made a part of the final improvement plans.
59. The Maintenance District assessments shall cover maintenance costs of public streets, repairs, maintenance, lighting, landscaping, street sweeping drainage and other items as noted in the Mitigation Measures.

Parks, Trees and Landscaping

60. The developer shall dedicate 3.51+/- acres of park land (Parcel A) to the City, as shown on the proposed tentative map.
61. The 14+ acres shown on the tentative map shall contain a class I paved bikelane pathway extending across the entire property from east to west. This area shall become part of the maintained area by the CFD, and the developer shall submit a passive development plan for this area including the incorporation of the proposed detention basins. These basins, to the extent feasible, shall be incorporated into the useable recreational passive park space. The City will not allow them to be deep, ponds, which become unattractive nuisance.
62. Park improvements shall be installed and paid for by the developer within the boundary of the park land prior to receiving a certificate of occupancy for 150th home (currently shown in Phase III) of the Tentative Subdivision Map.
63. The developer shall submit a proposed park improvement plan to the Colusa Parks and Recreation Department. The Department will then submit the plan to the Parks, Recreation and Trees (PRT) Commission for approval. Park improvements shall, at a minimum, consist of active play structures, looped walking path, trash can, benches, bicycle rack, basketball court, drinking fountains turf area, irrigation. Plantings will be placed on automatic drip irrigation, except for the active turf. Plant material be low water usage. If lighting is to be placed within the park, it shall conform to Mitigation Measures.
64. The developer shall submit a streetscape plan for review and approval by the City Planner and City Engineer. Groundcover type(s), tree species, sizes and planting intervals shall be shown on the streetscape plan for all

areas to be publicly maintained. A detailed plan for automatic drip irrigation shall be included for all landscaped areas.

- 65. Street trees and/or streetscape including landscaping of medians and automatic irrigation system shall be installed by the developer. Tree plantings and groundcover shall be placed in the parkways separating the sidewalk from the curb and gutter.
- 66. The developer shall install side and rear yard fencing for all parcels at the time of home construction. Materials shall be consistent with those suggested in the *Colusa General Plan's* Community Character and Design Element.
- 67. The developer shall provide landscaping and drip irrigation systems in all front yards and on all corner lot side yards which face public streets meeting all current local and state guidelines. A landscape and irrigation plan will be required for review and approval by the City Planner prior to issuance of building permit.
- 68. The Maintenance District assessments shall cover maintenance costs of maintenance of public landscaped areas, open space and park lands.

Residential Design

- 69. If the design of any single unit is intended for use as a production design for more than 2 individual homes, design review shall be carried out by the City.
- 70. All lots shall be developed with front yards completed including landscaping and irrigation.
- 71. Fencing of interior lots shall be performed to the city subdivision standards.

Gas, Electric and Communication Utilities

- 72. A ten (10) foot wide public service easement adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
- 73. All street crossings for gas, underground electrical power, cable or telephone lines shall be installed before any paving is placed.
- 74. All utilities shall be placed underground in accordance with City Ordinance.
- 75. A street lighting plan shall be prepared and submitted for approval by the City Planner, Public Works Administrator and City Engineer. The street lighting plan shall indicate the style, height, location and type of fixture and shall be installed in accordance with City standards and Mitigation Measures.

PROJECT NOTES:

OWNERS

BLUE HERON RIDGE INC
50 SUNRISE BLVD.
COLUSA, CA 95932
(530) 458-2118

WESCOTT RANCH LLC
642 5TH STREET
COLUSA, CA 95932

DEVELOPER:

COLUSA INDUSTRIAL PROPERTIES
50 SUNRISE BLVD.
COLUSA, CA 95932
(530) 458-2118

ENGINEER/SURVEYOR:

GEORGE L. MUSALLAM LS 7104
NORTH VALLEY ENGINEERING
AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CALIFORNIA 95993
(530) 713-0417

ASSESSOR'S PARCEL NUMBER:

APN: 017-130-107(1.98 AC +/-)
APN: 017-030-050 PORTION OF (88.97 AC +/-)

AREA OF ALL PARCEL

88.97 AC +/-

EXISTING USE:

ROW CROP

EXISTING ZONING:

R-1

PROPOSED ZONING:

R-1/PD LOW DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (46.54 AC +/-)
R-2/PD MEDIUM DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (16.27 AC +/-)
R-3/PD HIGH DENSITY RESIDENTIAL-PLANNED DEVELOPMENT (7.45 AC +/-)
CM/PD COMMERCIAL- PLANNED DEVELOPMENT (1.17 AC +/-)
PARK (3.51 AC +/-)
OS OPEN SPACE (14.03 AC +/-)

WATER, SEWER

CITY OF COLUSA

STORM DRAINAGE

CITY OF COLUSA

GROUND SLOPE

PROPERTY HAS BEEN LEVELED
1% SLOPE IN THE SOUTHWEST DIRECTION

UNDERGROUND ALERT SERVICES:

1-800-642-2444

ELECTRIC & NATURAL GAS:

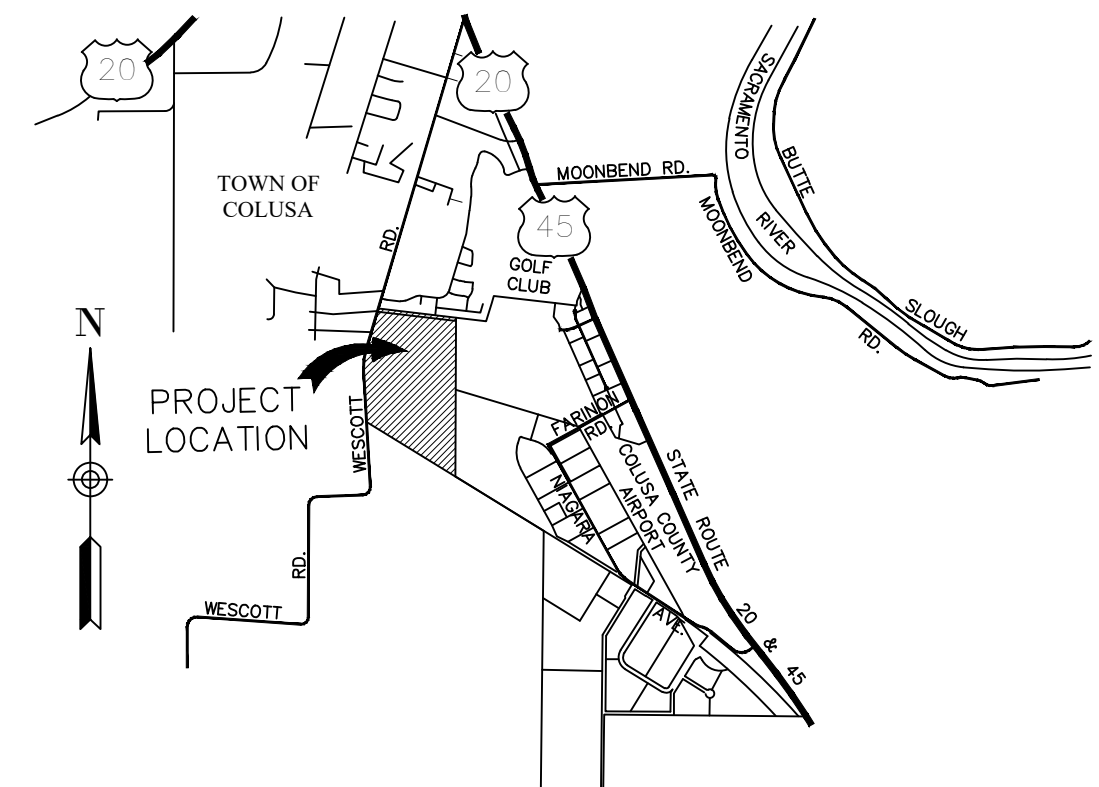
PACIFIC GAS AND ELECTRIC

COMMUNICATIONS

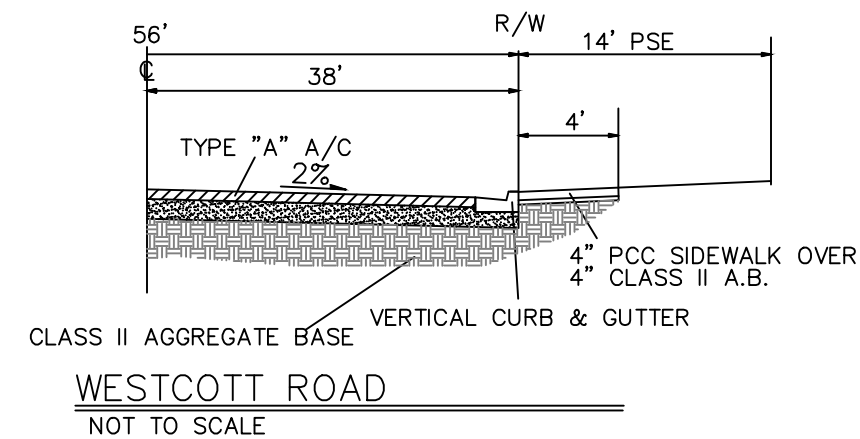
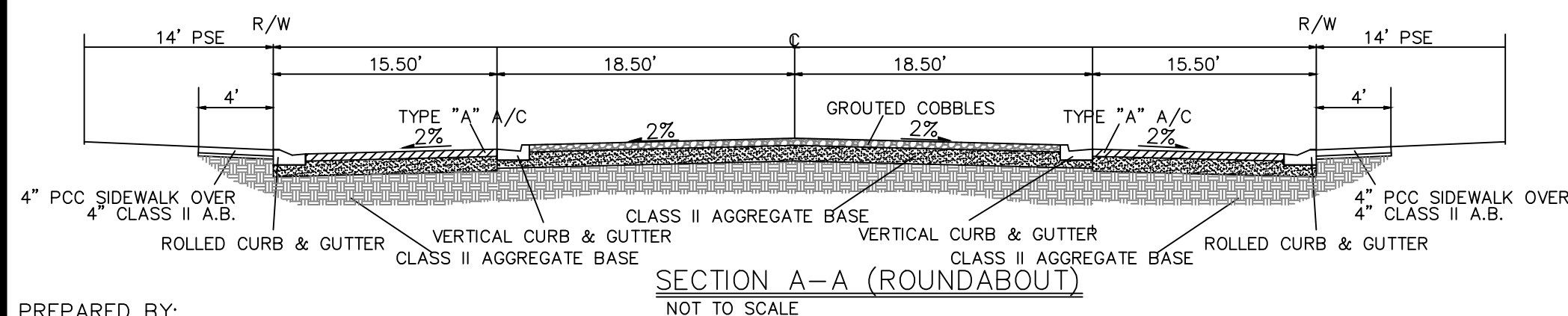
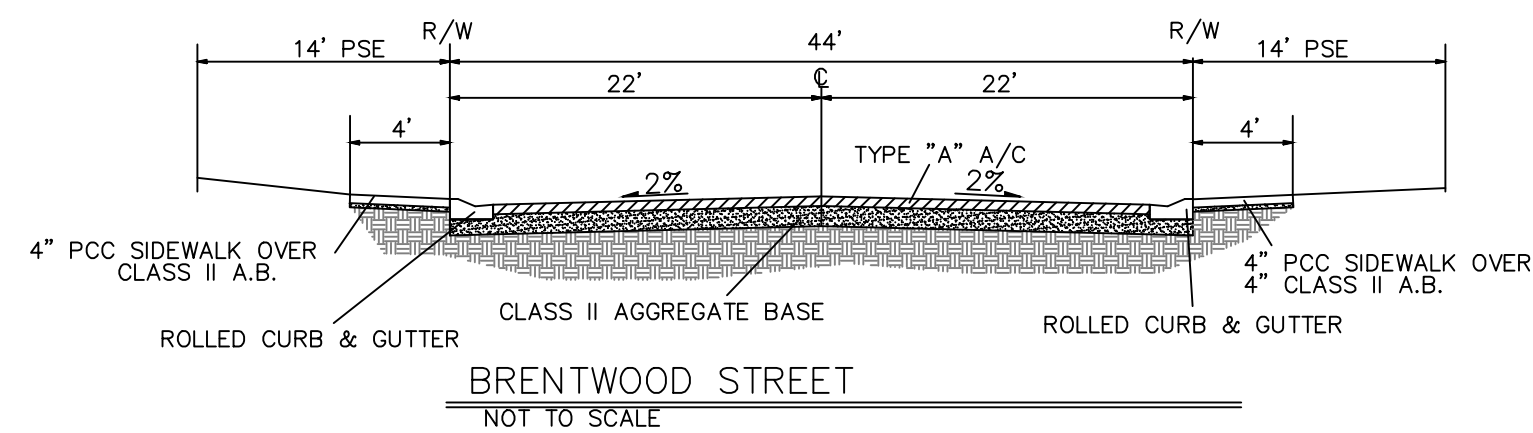
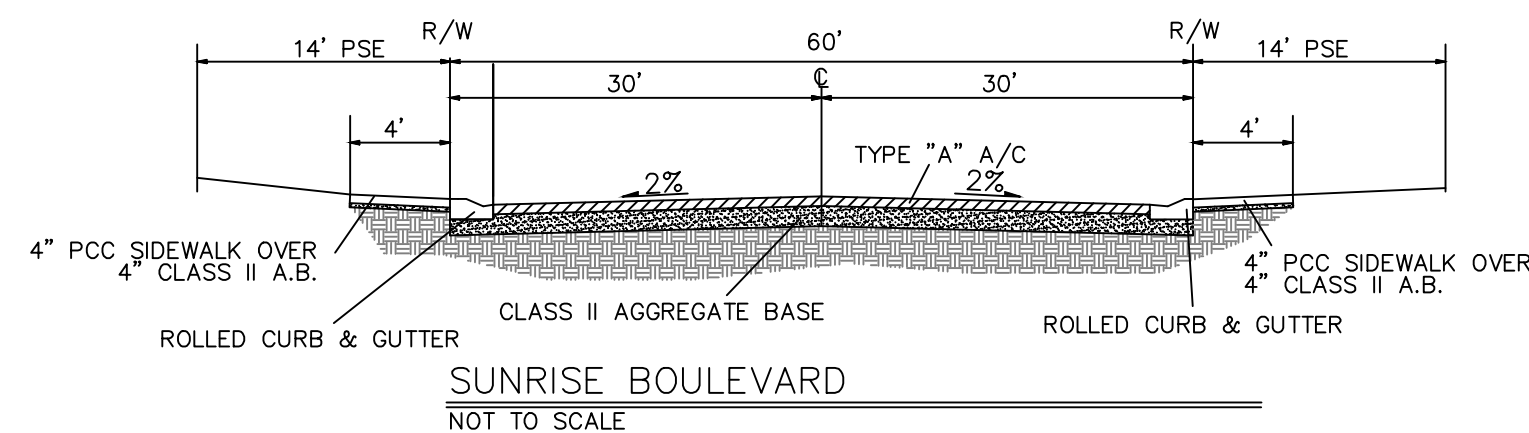
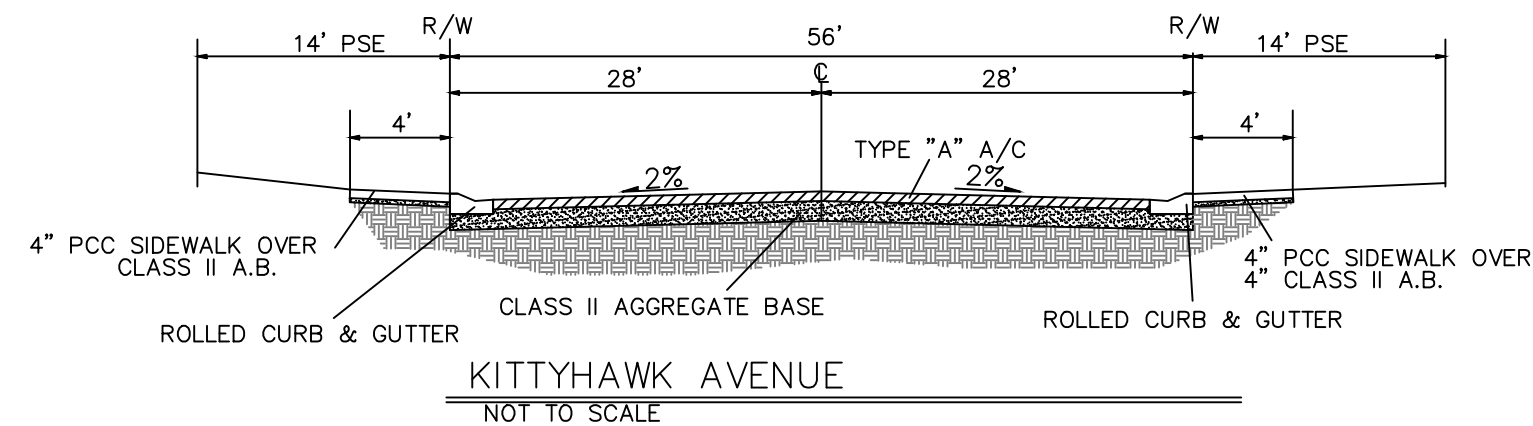
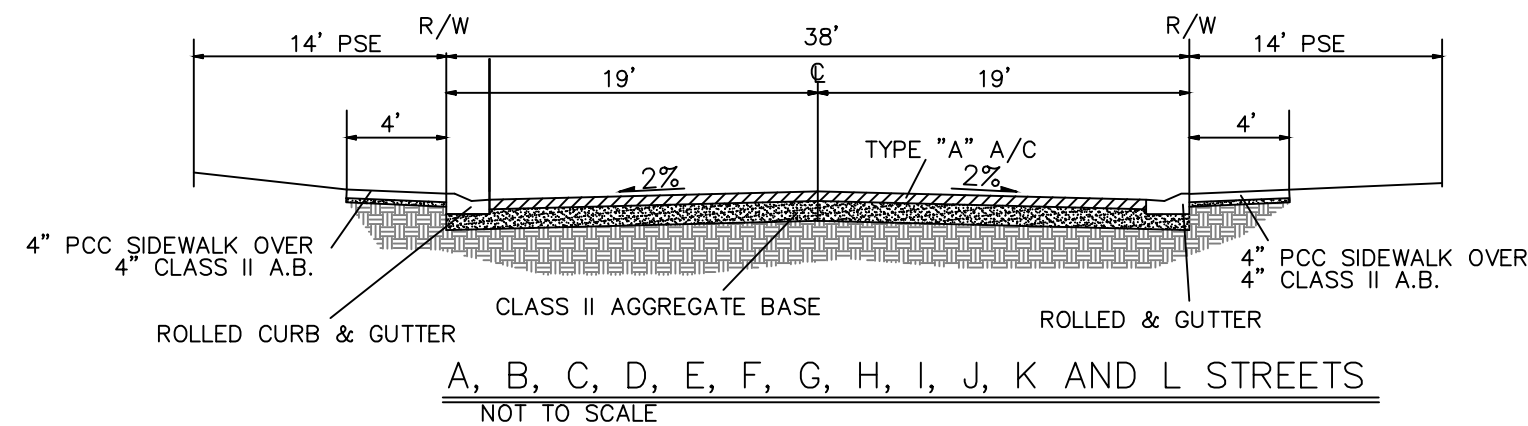
AT & T AND COMCAST

CABLE

COMCAST



VICINITY MAP
NOT TO SCALE



PREPARED BY:

NVES

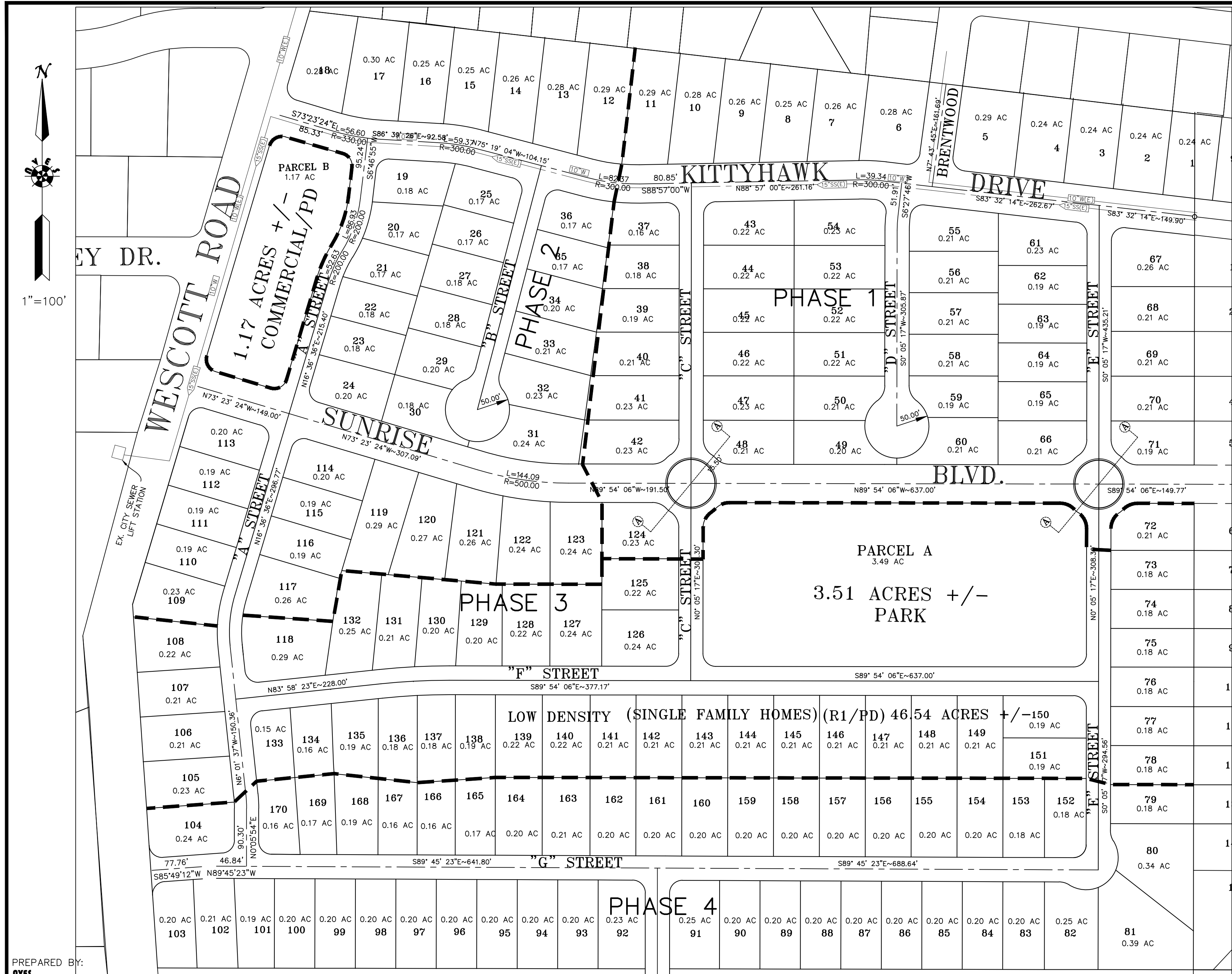
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

WESCOTT SUBDIVISION

BLUE HERRON INC/WESCOTT RANCH LLC
BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M.
COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.

OCTOBER 2023

PAGE 1 OF 3

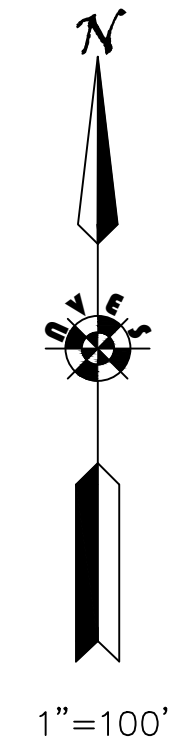
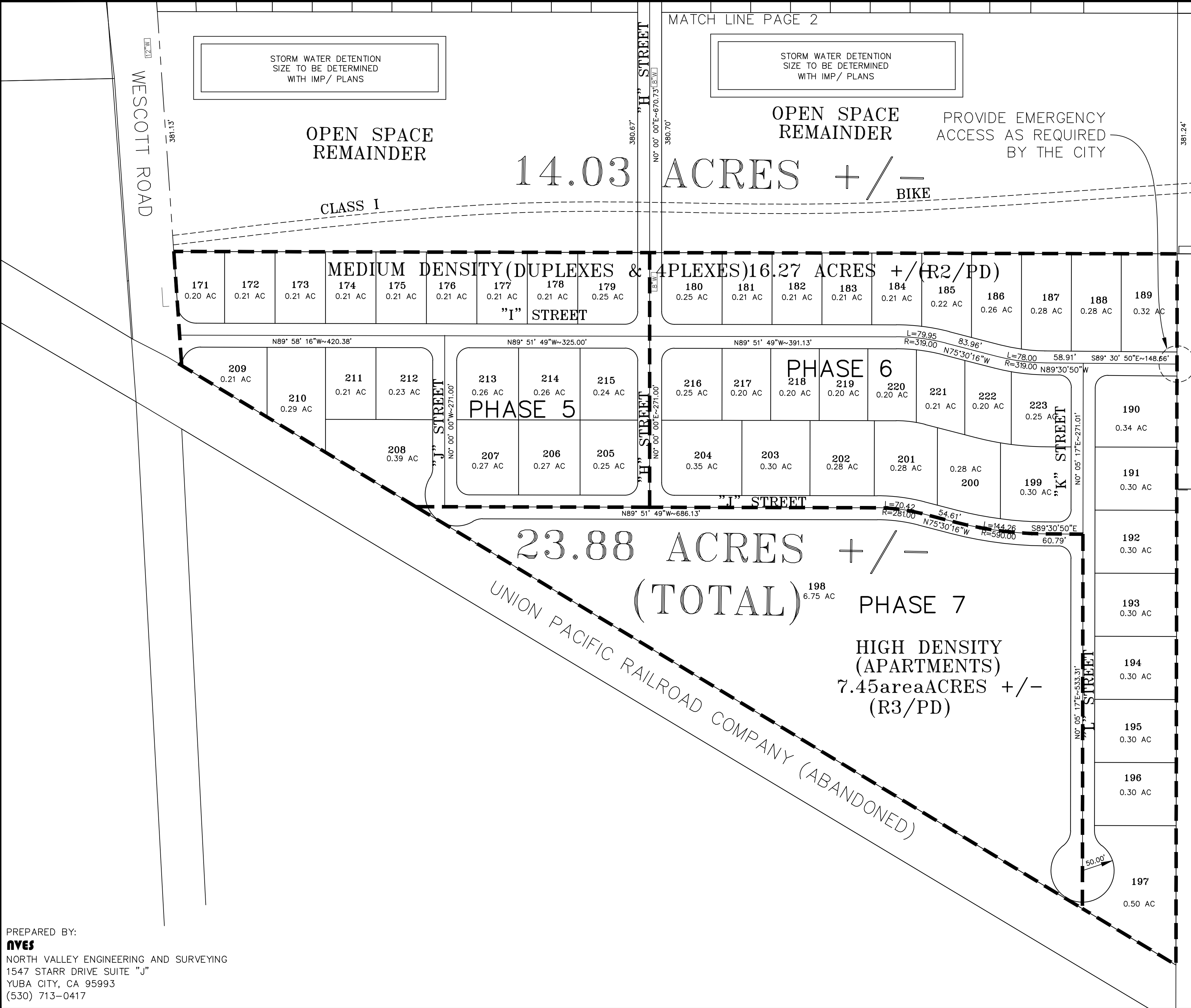


NOTE:
PHASE 1 48 LOTS
PHASE 2 39 LOTS
PHASE 3 38 LOTS
PHASE 4 45 LOTS

PREPARED BY:
NVE
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

MATCH LINE PAGE 3

WESCOTT SUBDIVISION
BLUE HERRON INC/WESCOTT RANCH LLC
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OCTOBER 2023 PAGE 2 OF 3



PREPARED BY:
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WESCOTT SUBDIVISION
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OCTOBER 2023
PAGE 3 OF 3

Comments and Response on the Draft Mitigated Negative Declaration and Initial Study Wescott Subdivision

This attachment contains all of the written comments received by the City of Colusa (Lead Agency) on the completed Draft Initial Study/Mitigated Negative Declaration (“IS/MND”) for the Wescott Subdivision, General Plan Amendment, Rezone and Development Agreement (“proposed project”).

Written comments were received during a 30-day comment period for the Draft IS/MND, which extended from May 23, 2024 and ended on June 26, 2024. Pursuant to the California Environmental Quality Act (CEQA), prior to approving a project, the decision-making body of the lead agency must consider the proposed IS/MND, together with all comments received during the public review process (CEQA Guideline Section 15074).

Although written response to comments on an IS/MND are not required by CEQA (Guidelines Section 15088), the lead agency has determined to exceed the minimum requirements and prepare written responses to the comments received that pertain to the IS/MND with the intent of providing a comprehensive and meaningful evaluation of the proposed Project. The number designations in the responses correlated to the bracketed and identified portions in each comment letter.

The public comments and responses to comments are included in the public record and are available to the Lead Agency decision-makers for their review and consideration prior to making their decision whether to approve the proposed Project. Pursuant to State CEQA Guidelines Section 15074(b) Consideration and Adoption of a Negative Declaration or Mitigated Negative Declaration, none of the comments provide substantial evidence that the Project will have significant environmental effects which would require preparation of an Environmental Impact Report.

Further, none of the information in the letters or responses constitute the type of significant new information that requires recirculation of the Wescott Subdivision Project MND for further public review under State CEQA Guidelines Section 15073.5 Recirculation of a Negative Declaration Prior to Adoption. Additionally, none of this information indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in State CEQA Guidelines Section 15073.5.

Six comment letters were received on the Draft IS/MND. These comment letters, and responses to the comments contained therein, are provided in this section.

Letter 1 – Department of Toxic Substance Control – June 6, 2024



Meredith Williams, Ph.D.
Director
8800 Cal Center Drive
Sacramento, California 95826-3200



SENT VIA ELECTRONIC MAIL

June 6, 2024

Mark Tomey
City Planner
City of Colusa
425 Webster Street
Colusa, CA 95932
planner@cityofcolusa.com

RE: MITIGATED NEGATIVE DECLARATION FOR THE WESCOTT SUBDIVISION -
TENTATIVE MAP, DEVELOPMENT AGREEMENT, GENERAL PLAN AMENDMENT
AND REZONE PROJECT, DATED MAY 23, 2024, STATE CLEARINGHOUSE NUMBER
[2024051104](#)

Dear Mark Tomey,

The Department of Toxic Substances Control (DTSC) received a Mitigated Negative Declaration (MND) for the Wescott Subdivision - Tentative Map, Development Agreement, General Plan Amendment and Rezone project (project). The Applicant is proposing to subdivide the property into 170 single-family residential lots, 52 two-family residential lots, one 7.45-acre neighborhood apartment parcel lot, one 14.03-acre Open Space parcel, one 3.51-acre Park parcel, and one 1.17-acre Commercial parcel.

DTSC recommends and requests consideration of the following comments:

1. If buildings or other structures are to be demolished on any project sites included in the proposed project, surveys should be conducted for the

1.1

presence of lead-based paints or products, mercury, asbestos containing materials, and polychlorinated biphenyl caulk. Removal, demolition, and disposal of any of the above-mentioned chemicals should be conducted in compliance with California environmental regulations and policies. In addition, sampling near current and/or former buildings should be conducted in accordance with [DTSC's Preliminary Endangerment Assessment \(PEA\) Guidance Manual](#).

2. DTSC recommends that all imported soil and fill material should be tested to ensure any contaminants of concern are within DTSC's and U.S. Environmental Protection Agency (USEPA) Regional Screen Levels (RSLs) for the intended land use. To minimize the possibility of introducing contaminated soil and fill material there should be documentation of the origins of the soil or fill material and, if applicable, sampling be conducted to ensure that the imported soil and fill material meets screening levels outlined in the [PEA](#) for the intended land use. The soil sampling should include analysis based on the source of the fill and knowledge of the prior land use. Additional information can be found by visiting [DTSC's Human and Ecological Risk Office \(HERO\) webpage](#).
3. When agricultural crops and/or land uses are rezoned for residential use, a number of contaminants of concern can be present. The Lead Agency shall identify the amounts of Pesticides and Organochlorine Pesticides (OCPs) historically used on the property. If present, OCPs requiring further analysis are Dichlorodiphenyltrichloroethane (DDT), toxaphene, and dieldrin. Additionally, any level of arsenic present would require further analysis and sampling and must meet [Human Health Risk Assessment Note Number 3](#) approved thresholds outlined in the [PEA Guidance Manual](#). If they do not, remedial action must take place to mitigate them below those thresholds. For boring and analyses recommendations under 50 acres, refer to [DTSC Interim Guidance for Sampling Agricultural Properties](#); otherwise contact DTSC for approval over 50 acres.

1.2

1.3

4. Additional chemicals of concern may be found in mixing/loading/storage area, drainage ditches, farmhouses, or any other outbuildings and should be sampled and analyzed. If smudge pots had been routinely utilized, additional sampling for Polycyclic Aromatic Hydrocarbons (PAHs) and/or Total Petroleum Hydrocarbons (TPHs) may be required.

1.4

DTSC appreciates the opportunity to comment on the MND for the Wescott Subdivision - Tentative Map, Development Agreement, General Plan Amendment and Rezone project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like any clarification on DTSC's comments, please respond to this letter or via [email](#) for additional guidance.

Sincerely,



Dave Kereazis
Associate Environmental Planner
HWMP-Permitting Division – CEQA Unit
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

Response 1.1 – This comment discusses if the site contains structures that are to be demolished then those structures should be studied for presence of materials such as lead-based paint, mercury or asbestos. As illustrated in the aerial photograph in the IS/MDN and as discussed in the existing site conditions, the site is void of any structures.

Response 1.2 – This comment discusses that if soil or fill are to be brought into the site that those soils should be tested to ensure they are not contaminated. The project has an approximately 14-acre site that is designed as open space, and as noted on the tentative map, will be used for storm water drainage. Source material for soils and fill will come from within the boundaries of the site and create the storm water drainage basin. Nevertheless, should imported soil or fill be required, the location selling fill utilized for the proposed project would be required to comply with all applicable State regulations, thus ensuring that the imported soil is free of contamination. The project site is not subject to site remediation, corrective action, or closure activities that would require the substantial import of soil or fill.

Response 1.3 – This comment notes that based on the site being agricultural in nature there could be contaminants of concern present based upon agricultural utilized herbicides and pesticides. Although the comment does not directly address the adequacy of the IS/MND, the comment raises the question that the transition from one land use to another should have assurances that there are not lingering exposures to future residence. Therefore, to acknowledge the comment and out of abundance of caution a portion of the IS/MND was modified to better answer the question and the associated mitigation measure (HAZ-2) was modified.

Response 1.4 – This comment discusses concerns over mixing and storage areas, as well as drainage ditches, farmhouse or other buildings or locations used for storage and use of chemicals. As noted in Response 1.1, the subject site is void of any structures. As noted in Response 1.3, revision to existing Mitigation Measures will ensure soil sampling will be conducted and remediation to occur if necessary.

REVISIONS TO THE DRAFT IS/MND

This section presents specific text changes to the IS/MND. In no case do these revisions result in a greater number of impacts or impacts of a greater severity than those set forth in the IS/MND. These measures would further ensure that potential impacts are reduced to a less than-significant level. These revised measures represent refinements to the MMRP (attached) to be considered with adoption of the IS/MND. Added text is indicated with underlined text and deleted text is shown in ~~strikeout~~.

The following revisions are made to the IS/MND on page 61 and Mitigation Measure HAZ-2 on Page 64:

9.a-b: During the construction phase, small quantities of hazardous materials common to equipment maintenance and operation, such as gasoline, diesel fuel, hydraulic fluids, oils, and lubricants may be required. Once constructed, the project would be anticipated to utilize household and commercial cleaning supplies, in addition to fuels, lubricants, solvents, pesticides, and fertilizers during routine maintenance. Although, the types and quantities of materials to be used are not expected to pose a significant risk to the public and/or environment and would be managed in accordance with federal, State, and local regulations, in order to assure hazardous materials are not released into the environment, leaks, drips, and spills of hydraulic fluid, oil, or fuel from construction equipment shall be promptly cleaned, per Mitigation Measure HAZ-1, below.

Further, because the site requires earth related activities (grading, trenching etc.) there exists a possibility of unintended discovery of soil staining, odors of suspected hazardous materials that are not visible or known at this time. To assure that no hazardous materials are discovered, Mitigation Measure HAZ-2, below will reduce risk associated with discovery. With mitigation incorporated, a less than significant impact would occur.

Currently, the property site is utilized for agricultural purposes with seasonal crops being planted. With the land in agricultural production, the site is subject to the application of fertilizers, pesticides and herbicides to ensure that the crop yield is successful. The Colusa County Department of Agriculture enforces pesticide use and regulations within the County. The department's Agricultural Biologist are responsible for regulatory duties, such as maintaining state license for pesticide regulations, investigation and environmental monitoring. The department also enforces other agricultural laws and regulations including weights and measures, State and federal plant quarantine, State seed nursery inspection and State quality standards for produce. The department is also responsible for managing pest detection and weed and vertebrate pest management.

The department also regulates the type, timing and application of pesticides, requiring applicators to register and notify the department on the type of material that are to be applied to a particular site. The department is responsible for issuing both Restricted Materials Permits and Operator Identification numbers to property operators and landowners who wish to purchase and use pesticides. These records are kept with the department.

In addition to the County, the State has the Department of Pesticide Regulation (DPR), which is to further protect human health and the environment by regulating the sales and use of pesticides. The DPR does this through product evaluation and registration, statewide licensing of commercial applicators, dealers and other professionals, evaluation of health impacts of pesticides through illness surveillance and risk assessment, environmental monitoring of air, water and soil to name just a few. The DPR keeps a list of banned products that are not permitted to be registered in the state or sold. To ensure the site does not contain contaminants of concern, Mitigation Measure HAZ-2 has been modified, as stated below.

HAZ-2: Prior to issuance of a grading permit the soils within the boundaries of the site shall be tested by a qualified environmental engineering firm to ensure that the site does not contain contaminants of concern. If contaminants of concern are found to be present at levels that exceed thresholds, the applicant shall consult with the Department of Toxic Substance control to remedy the project site.

If soil staining, odors of suspected hazardous materials are encountered during construction activities, work shall cease in the area approximately 100 feet around the discovered site until a qualified firm conducts an environmental site assessment. The assessment shall identify the potential contaminated area and shall recommend measures to reduce or eliminate potential adverse impacts. The contractor shall implement all mitigation measures prior to resumption of work in the 100-foot area.