



CITY COUNCIL MEETING

Tuesday, July 15, 2025

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

AGENDA

Zoom Information:

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

Meeting ID: 852 0070 1051 Passcode: 086453

Mobile: 669-444-9171, ID 85200701051

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

PRESENTATION

Certificate of Appreciation to La Cabana Restaurant for 25 years of service

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

1. Approve - June 3 and 17 Council Draft Minutes
2. Receive and File - Police Department May report
3. Receive and File - Code Enforcement June report
4. Receive and File - Treasurer's April report
5. Receive and File - Finance Dept. May report
6. Receive and File - May Warrants List
7. Adopt - Resolution approving the Change Order for construction of the Recycled Water System Upgrades: Phase 1 Construction and Change Order Approval for Auburn Constructors LLC, for an additional \$154,452.10.
8. Adopt -Resolution adopting the Records Retention Schedule, authorizing the destruction of certain city records and rescinding Resolution No. 04-24

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

PUBLIC HEARINGS

9. Consideration of Resolution Approving to Authorize Placement of Solid Waste Liens from Recology on the 2025-26 County Property Tax Roll.

Recommendation: Council to adopt the Resolution authorizing delinquent solid waste liens on “Exhibit A” to be placed on the 2025-26 City Property Tax Roll with the County.

10. Consideration of a Resolution to initiate proceedings of Intent to Levy the Walnut Ranch Assessment District for FY 2025-26, accept the preliminary engineer’s report, confirming diagram and maps

Recommendation: Open the public hearings and Council to adopt the Resolution to approve the engineer’s report, confirming diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2025-26 for the City of Colusa Walnut Ranch Assessment District.

Consideration of a Resolution to initiate proceedings of Intent to annually Levy City of Colusa Districts Community Facilities District (CFD) 2-2020 for Fiscal Year 2025-26, accept preliminary engineer’s reports, and include a public hearing.

Recommendation: Open the public hearing and Council to adopt the Resolution to approve the engineer’s report, which confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2025-26 for the City of Colusa CFD 2-2020.

Consideration of a Resolution to initiate proceedings of intent to hold a public hearing approving engineer’s reports, confirming diagram maps, and ordering the levy on parcels for FY 2025-26 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

Recommendation: Open the public hearing and Council to adopt the Resolution to approve the engineer’s reports which confirm diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2025-26 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

Consideration of a Resolution to initiate proceedings of intent to approve the engineer’s reports, confirm diagram maps, and order the levy on parcels for FY 2025-26 for the City of Colusa Parks, Trees & Pool Improvement District.

COUNCIL CONSIDERATION

11. Consideration of the Bid Award Wescott Road Rehabilitation Project

Recommendation: Council to adopt the Resolution authorizing the City Manager to execute a contract with Lamb Unlimited General Engineering Construction, in the amount of \$3,949,004, which includes both the base bid and bid additive alternate for the Wescott Road Rehabilitation Project.

12. Consideration of a city loan to Amar Cheema

Recommendation: Council to adopt a Resolution authorizing the City Manager to execute the Promissory Note and Deeds of Trust to secure the loan.

13. Consideration of the City of Colusa's Surplus Policy

Recommendation: Council to adopt the Resolution approving the City of Colusa's Surplus Policy

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

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

Americans with Disabilities Act

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

"This institution is an equal opportunity employer and provider"



CITY COUNCIL MEETING

Tuesday, June 03, 2025

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

MINUTES

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

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

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – Jack Cunningham, Chamber of Commerce, discussed a letter he submitted to the council in January regarding the negative impact on local businesses by the illegal pop-up sellers. Citizen and Chamber member Colleen Wrynski reiterated Jack's comments. Supervisor Janice Bell also agreed local businesses were losing money every day and understood their frustrations with the illegal pop-ups. Susan Meeker, Pioneer Review commented she can't hear council comments from their microphones on Zoom.

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

1. Approve - May 6 Draft Council Minutes

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

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members provided updates on meetings and events they attended.

City Attorney Jones stated he didn't have anything to report.

City Manager Cain provided updates on projects and meetings.

Finance Director Aziz-Khan provided updates.

Police Chief Fitch provided updates and steps his department has taken about the pop-up vendors.

Fire Chief Conley provided updates and steps his department has taken about the pop-up vendors.

City Engineer Swartz provided updates in the Engineering Department and Planning.

PUBLIC HEARING

2. Fiscal Year 2025-26 Comprehensive Fee Schedule Public Hearing

City Manager Cain reported that changes and corrections were highlighted in yellow. Council discussed adding a cleaning fee for the scout cabin.

Public Hearing opened at 6:25 pm with the following public comment.

Citizen and Lions Club member Sean Amsden agreed to add a cleaning fee.

Public Hearing closed at 6:38 pm

Council agreed to raise the Scout Cabin rental fee to \$400 and the boat launch fee to \$15.

ACTION: Motion by Councilmember Ponciano, seconded by Councilmember Vaca to adopt **Resolution 25-28 (with the abovementioned revisions)** approving Fiscal Year 2024-25 Comprehensive Fee Schedule. Motion passed 4-0 by the following roll-call vote:

AYES: Ponciano, Vaca, Conrado and Codorniz.

NOES: None.

ABSENT: Markss.

COUNCIL CONSIDERATION

3. Consideration to authorize the City Manager to award the contract to VSS International, Inc. for Street Maintenance and Rehabilitation Services using Measure B, LTF, and Gas Tax Funds.

City Manager Cain recommended removing the cost of the “microsurfacing” fee.

PUBLIC COMMENTS: Citizen Kristin Amsden asked about Carson Street and 12th.

ACTION: Motion by Mayor Codorniz, seconded by Mayor Pro-Tem Conrado, to adopt **Resolution 25-29 without the micro surfacing fee**, authorizing the City Manager to execute a contract with VSS International, Inc., for \$1,587,990 for street maintenance and rehabilitation services. Motion passed 4-0 by the following roll-call vote:

AYES: Ponciano, Vaca, Conrado and Codorniz.

NOES: None.

ABSENT: Markss.

4. Consideration of a Resolution authorizing the City of Colusa to apply for the 2025 Safe Streets and Roads for All (SS4A) Federal Grant

PUBLIC COMMENTS: Citizen Sean Amsden said he was not opposed to roundabouts.

ACTION: Motion by Mayor Pro-Tem Conrado seconded by Councilmember Vaca to adopt **Resolution 25-30** authorizing the submittal of a grant application to the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A). Motion passed 4-0 by the following roll-call vote:

AYES: Ponciano, Vaca, Conrado and Codorniz.

NOES: None.

ABSENT: Markss.

5. City of Colusa's Purchasing Policy

ACTION: With no public comments, motion by Councilmember Ponciano, seconded by Councilmember Vaca, to adopt **Resolution 25-31**, adopting the updated Purchasing Policy. Motion passed 4-0 by the following roll-call vote:

AYES: Ponciano, Vaca, Conrado and Codorniz.

NOES: None.

ABSENT: Markss.

DISCUSSION ITEMS

6. Discussion on City of Colusa's Donation Policy

The council discussed changes to the current policy which will be brought back to a future council meeting for final approval.

Public Comments: Susan Meeker and Janice Bell provided their comments.

7. City-sponsored events

The council discussed their viewpoints. Jack Cunningham with the Chamber of Commerce provided information.

Citizen Connie Aden provided suggestions.

There was council consensus to set up a workshop with the Chamber for June 18th at 6:00 pm.

FUTURE AGENDA ITEMS

Pop Ups and form an Ad Hoc Committee.

Asset and surplus process

ADJOURNED TO CLOSED SESSION at 8:13 pm

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

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

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

RYAN CODORNIZ, MAYOR

Shelly Kittle, City Clerk



CITY COUNCIL MEETING

Tuesday, June 17, 2025

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

MINUTES

CALL TO ORDER- Mayor Codorniz called the meeting to order at 6:05 pm.

ROLL CALL – Council Members Ponciano, Vaca, Markss, Conrado and Mayor Codorniz were present.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – Devin Kelley thanked council members for their contribution to the fair festivities.

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

1. Receive and File - Code Enforcement May report
2. Adopt - Resolution approving the updated local Hazard Mitigation Plan (LHMP)
3. Adopt - Resolution to authorize the City Manager to enter into a professional services agreement with Endemic Architecture, for preliminary design and planning services for a new police department facility, in an amount not to exceed \$50,000
4. Adopt - Resolution approving the Lease Agreement between the City of Colusa and the County Office of Education for storage of records

ACTION: Motion by Mayor Pro-Tem Conrado, seconded by Council Member Ponciano to approve Consent Calendar. Motion passed unanimously.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members provided updates on meetings and events they attended.

City Attorney Jones stated he didn't have anything to report.

City Manager Cain provided updates on projects and meetings.

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

City Treasurer Kelley stated she didn't have anything to report.

Police Chief Fitch provided updates in the Police Department.

Fire Chief Conley provided updates in the Fire Department.

City Engineer Swartz provided updates in the Engineering Department and Planning Department.

City Clerk Kittle announced the Special Workshop tomorrow.

COUNCIL CONSIDERATION

5. Consideration of a Resolution approving the proposed budget and GANN Limit, as City Manager and City Staff recommended.

Mayor Codorniz and Mayor Pro-Tem Conrado, as the Ad Hoc Committee reviewed each department.

ACTION: Motion by Mayor Pro-Tem Conrado, seconded by Councilmember Vaca to adopt **Resolution 25-35** approving the proposed Fiscal Year 2025-26 budget. Motion passed 5-0 by the following roll-call vote:

AYES: Ponciano, Vaca, Markss, Conrado and Codorniz.

NOES: None.

ABSENT: None.

ACTION: Motion by Mayor Pro-Tem Conrado, seconded by Councilmember Vaca to adopt **Resolution 25-36** approving the appropriation Limit for the Fiscal Year 2025-26. Motion passed 5-0 by the following roll-call vote:

AYES: Ponciano, Vaca, Markss, Conrado and Codorniz.

NOES: None.

ABSENT: None.

FUTURE AGENDA ITEMS

List of vacant homes

ADJOURNED at 6:39 pm.

Mayor Codorniz stated there would not be a Closed Session.

RYAN CODORNIZ, MAYOR

Shelly Kittle, City Clerk

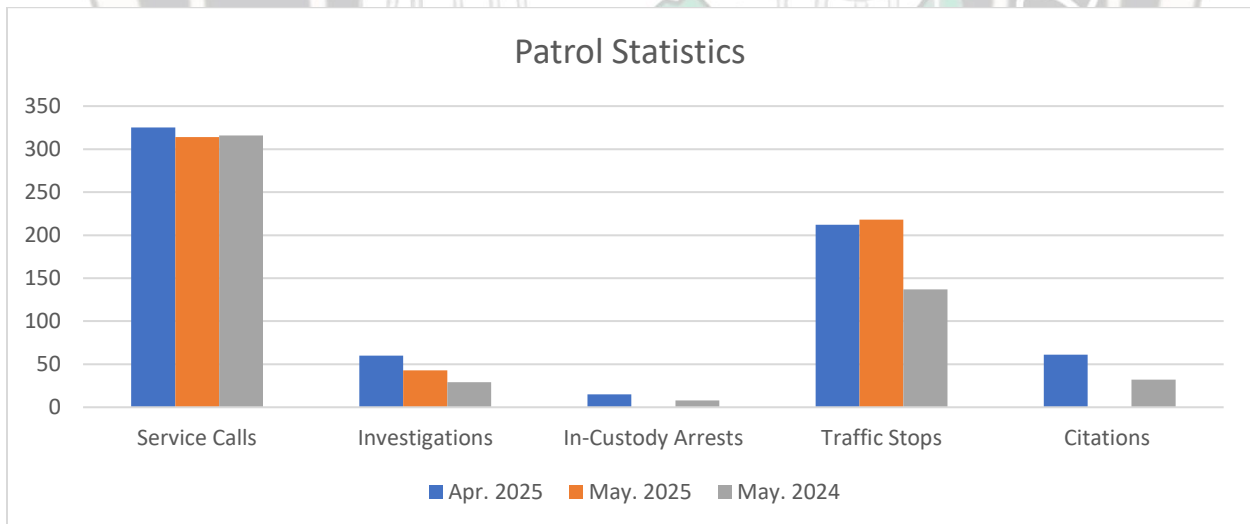
Colusa Police Department

Monthly Report for May 2025

Monthly Activities

- City Council Meetings
- Participated in the School Attendance Review Board (SARB)
- Participated in School Safety Drop-Off Collaboration
- Attended planning meeting for S. William Abel Academy graduation
- Participated in Senior Project evaluations
- Attended quarterly CCP meeting
- Attended NCCSIF PRMC quarterly meeting and training
- Participated in a Neighborhood Watch meeting
- Participated in a meeting between Flock camera systems, the Mayor, and City Manager
- Attended a safety meeting with representatives from Colusa Lions and Cal Trans for the upcoming fair parade
- Participated in meeting with Sunridge Systems and IT regarding the upcoming Server work

Monthly Statistics



- There were 314 calls for service for patrol officers with 34 agency assists. The call volume in May slightly decreased from that of April.
- During May, there were 12 in-custody arrests. There were 3 citations issued in lieu of a subject being booked in jail. There were 3 domestic violence related incidents reported. There were 43 reports initiated.
- During the month of May, officers initiated 218 traffic enforcement stops. There were 63 citations issued. There were a variety of citations issued which included driver's license violations, speed violations, and mechanical violations such as window tint. There were 3

reportable traffic collisions, all of which were non-injury. 'Hit and Run' collisions are not included in these statistics but instead are included in crime statistics. There were 2 DUI related arrests.

- The Police Services Manager handled 84 calls for service during the month of May. These calls for service don't include telephone calls handled by the Police Services Manager.

Items of Interest

- On May 30th, officers participated in a multi-agency training event at the old Pirelli plant located on Will S. Green Avenue. Law enforcement officers along with local firefighters participated in various training scenarios which included the use of submunitions. Scenarios included barricaded subjects, hostages, and active school shooters. One of the primary purposes of the training was for officers to work together from the various agencies in Colusa County and utilize all the resources available.
- 'Tis the season to grab the boat and head to the Sacramento River to go fishing. If you are launching from the Colusa State Park, don't forget to pay the boat launch fee of \$13.00. Yes, there is a boat launch fee and failure to pay is a violation of 550 Colusa City Code. Approximately 11 vehicles were cited in one day alone.
- Code Enforcement continues to be out and about marking vehicles that are parked on the city streets for more than 120 hours and/or expired vehicle registration. During the month of April, Officers assisted the Code Enforcement Officer with towing 4 vehicles.
- Once again, the scammers are back and target the elderly. Suspects representing themselves as members of local law enforcement and/or law enforcement from the federal government do not collect any restitution payments nor fines for someone's identity being falsely used. You will never be asked for payment specifically in cash, gold, or bit coin. These scams often begin with calls or emails. Simply, do not answer calls or respond to emails from suspicious phone numbers or email addresses. If you do receive suspicious emails and/or phone calls, please contact your local jurisdiction.

Code Enforcement Monthly Report**06/01/2025 to 06/30/2025****Total Alleged Violations: 7****Active: 1****Pending: 0****Compliance / Closed - 6 (resolved in the field)****Complaints Received: 4 (via landline) / 3 (email portal) / 0 (In Person)****To Be Noted:** Numbers do not reflect proactive field findings

Letters Sent: 1**In the field findings:****Shopping Carts: (1)** (Sav Mor / **(0)** Rite Aid **(0)** Dollar General**Note:** Business(es) advised to pick up carts as needed**Tagged Vehicle(s) (15) – Towed (0) Vehicle(s) – Cited (1)****Continuous Parking 11-8(z), Wrong Side Parking 11-8 (e) & Expired Vehicles****Types of Violations:**

Vehicle – Parking / Nuisance Junk -Overgrown Weeds – Fire Hazards /

Feeding of Cats (Written Warning(s) Issued - **3****Continuous Follow Ups Conducted Daily – Compliance in Progress**

Training / Education

Continue Community & Resource Relations / Translating Codes & Ordinance(s) into Spanish while interacting with Hispanic Community / Records & Retention Training

Notes:

Daily drive-bys / Walkthrough of Cannabis Locations (odor inspections) - Equipment Inspections / Cannabis Facility Walk Through's / Cannabis Partner relations / Continuous Research of relevant trainings / Attended Staff Meetings



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

ITEM FOR JULY 15, 2025

To: Colusa City Council Members

Re: Treasurer's Report for month ending April, 2025

Please find the attached financial reports for your review. Based on the information provided to me by the finance department at the direction of the City Manager, I am able to verify the cast accounts balances, LAIF balance, and petty cash balance as of April 30, 2025.

I have included a summary below:

Cash Accounts:

Wells Fargo Checking Acct Public Funds Balance as of April 30, 2025	\$3,739,207.51
Outstanding payables as presented	(217,941.02)
Wells Fargo Business Checking (7143)	85.05


City Investments:

Local Agency Investment Fund – CA State Controller – Interest Rate 4.48%	
Previous Balance	9,663,517.18
Interest earned for Quarter ending March, 2025	<u>107,923.36</u>
Balance as of April 30, 2025	9,771,440.54

Petty Cash as of April 30, 2025	500.00
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Balance as presented as of April 30, 2025	<u>\$13,293,292.08</u>
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Respectfully submitted,


 Devin Kelley, City Treasurer

**CITY OF COLUSA, CALIFORNIA
BANK RECONCILIATION
FOR THE MONTH APRIL 2025**

Bank Records:

Wells Fargo Bank Balance - April 30, 2025	\$ 3,739,207.51
Wells Fargo (#7143)	\$ 85.05
Wells Fargo Escrow Account Balance - April 30, 2025	-

ADD / SUBTRACT:

Outstanding Accounts Payable	(209,319.11)
Outstanding Payroll Payable	(8,621.91)

Reconciling Items: -

Reconciled Checking Balance - Wells Fargo Bank - April 30, 2025	3,521,266.49
Reconciled 2nd checking account	85.05
LAIF Balance - April 30, 2025	9,771,440.54
Petty Cash Balance - April 30, 2025	500.00

Total Reconciled Bank Balances - April 30, 2025 **\$ 13,293,292.08**

City Records (Post Journal Entries):

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 3,383,074.25
10300- Wells Fargo	\$ 85.05
10995 - LAIF	9,771,440.54
10100 - Petty Cash	500.00

Total Checking and LAIF \$ 13,155,099.84

ADD / SUBTRACT:

Credit Card Deposits in MOMS - Not In Bank	(5,660.27)
Posted to MOM and paid in May 2025	143,852.51
Credit card Pmt in MOM-Not in the bank	

Total Reconciled Book Balance - April 30, 2025 **\$ 13,293,292.08**



City of Colusa
Finance Department
Monthly Staff Report – May 2025

Accounts Payable

- Reviewed the Income and Expense statement for May 2025
- May 2025 Warrant Listing.
- 75 accounts payable checks processed.
- Staff training on AP functions cont'd

Payroll

- Prepare May salary allocation transfers.
- May regular Payroll and Strike Team Payroll
- Implement (1) regular salary step increase
- Implement (0) other Payroll Increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

Accounts Receivable

- Provide continued utility billing customer support.
- 2,183 utility bills mailed.
- (1) Bad checks processed.
- 1,889 payments processed (utilities, bldg. permits, recreation and pool, encroachment, business license, State and County payments, and boat launch fees).
- Boat Launch and State Park Payments
- Mailed backflow 2nd Notice letter
- 12 Building Permits
- 145 Credit card Payments
- Addressed zoning questions, assisted the city Planner with questions and applications
- RecDesk Payment postings

City Hall - Customer Services

- 606 customers walk-ins.
- 183 utility late notices.
- 20 Water/Sewer shut off for non-payment.
- 9 open utility accounts & adjustments.
- 4 closed utility accounts.

- 468 received phone calls.
- 1 Event/marque and banner applications processed.
- State Park Reservation & Revenue
- 44 public works service requests
- Issued 10 New and 2 Revision Building Permits
- 1 Encroach Permit
- 5 Scout Cabin
- 5 Meter Changes
- Certificate of Occupancy
- Use Permit
- Business License transactions
- Karate, and Thai Chi, Kick Boxing signups proofread the Rec Book, swim registration, and addressed other issues

General Ledger

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

Personnel - HR

- Sick leave and vacation leave accrual monthly report update.
- May 2025 MidAmerica retiree health insurance distribution.
- Workers Compensation claims cont. d.
- Cont'd migration of MOUs into Employee Handbook continued
- Review NCCSIF monthly Workers' Compensation & Liability Reports.
- Provide retirement information to retirees and Public Works.
- Employee Income Verification (2).

Recreation Department

- Thi-Chi (Adult class), Karate (Adult and Kids), and Jujitsu and winter camps are offered at the City Hall Auditorium
- Assisted with the Flyers for Recreational activities
- Updated program in What's Happening (monthly calendar)
- Assisted with the new recreation programs
- Registration and payment received and posted for the Recreation program
- Tyler Meetings for the implementation of Park & Rec. Modules (twice a week)

CDBG-HOME

- Loan monitoring and correspondence.
- Extended HOME grant for one more year
- Close out Micro-Enterprise loans
- Devonshire apartments monitoring cont'd
- Home Loan compliance and reporting requirements
- Work on the process of closing the Micro-Enterprise loan grant and the quarterly report

Other

- Permit Survey Report
- Street Sweeping invoice and reconciliation
- Review and evaluate the utility Reports
- Work with Corbin Willits on On-Line Bill Pay scheduled cont'd.
- Input in MOMs
- Attend HDL meeting
- Attended Claim Committee and Executive Committee Meetings
- Coordinated and submitted correspondence on several grants
- Public record requests cont'd
- Schedule appointments for the Building Inspector
- Follow up with the customers on plans and permits
- Correspond on several different grants
- Review the water past due account
- Back Flow Letters and Notices addressed customers' questions
- Helped customers with zoning, city loans, rec programs and Historic Preservation
- Bulk Water applications
- Quarterly and Monthly Reports for the Finance dept. and the building dept.
- Ongoing meetings with Tyler Technology
- Self-Paced Tyler Trainings
- Prop 64 invoicing, SRF grants invoicing

Odor Complaints

Complaint period: May 2025

- (0) total complaints
- Mushroom Smell
- Cannabis smell
- Other

Donations:

- \$2,100 – Colusa Casino Resort sponsoring a free Swim Week
- \$1,000 – Colusa Medical Center Bronze Bubble Sponsor
- \$100 – Mary Jo Rodeghiero for 4th of July Fire Works

CITY OF COLUSA

MAY 2025

Item 6.

WARRANT LIST

Check Number	Check Date	Check Amount	Vendor:	Invoice Number	Fund:	Account	Dept.:	Description					
64593	5/6/2025	43.49	DS SERVICES OF AMERICA, I	5/6/2025	101	52100	230	WATER SERVICES					
64593	5/6/2025	51.23	DS SERVICES OF AMERICA, I	5/6/2025	101	52100	630	WATER SERVICES					
64593	5/6/2025	67.74	DS SERVICES OF AMERICA, I	5/6/2025	214	52100	710	WATER SERVICES					
64593	5/6/2025	2	DS SERVICES OF AMERICA, I	5/6/2025	101	52100	220	WATER SERVICES					
64593 Total		164.46											
64594	5/6/2025	752.98	ALLSTAR FIRE EQUIPMENT	263493	101	52200	320	MASK 4 STRAP / FIRE					
64594 Total		752.98											
64595	5/6/2025	9.85	ARNOLD'S	201833	101	52720	630	ALLOY FLAT WASHERS FOR SUB GRINDER / STREETS					
64595	5/6/2025	10.41	ARNOLD'S	202019	430	52720	690	FORGED HITCH PIN USABLE FOR SPRAY RIG / SEWER					
64595	5/6/2025	50.17	ARNOLD'S	202020	430	52720	690	QUICKJET DOUBLE HOSE, TURBO DEGREE FOR SPRAY RIG					
64595	5/6/2025	8.82	ARNOLD'S	202113	430	52720	690	CLEAR BRAIDED TUBING FOR SPRAY RIG / SEWER					
64595	5/6/2025	44.1	ARNOLD'S	202122	410	52720	670	FEMALE SWIVEL HYD HOSE: WATER					
64595	5/6/2025	44.1	ARNOLD'S	202122	430	52720	690	FEMALE SWIVEL HYD HOSE: SEWER					
64595 Total		167.45											
64596	5/5/2025	150	SADIE ASH	5/5/2025	220	52500	225	PROP 64					
64596	5/5/2025	3075	SADIE ASH	5/5/2025	101	62611	220	LEAP GRANT					
64596	5/5/2025	3750	SADIE ASH	5/5/2025	101	52500	210	MISC. ADMIN TASKS					
64596 Total		6975											
64597	5/6/2025	210	KRISTINA BAHNEMAN	5/6/2025	101	53600	640	SPRING BREAK COMPENSATION					
64597 Total		210											
64598	5/6/2025	770	RODGER EARL BRAYFINDLEY	5/1/2025	101	53600	640	KARATE COMPENSATION					
64598 Total		770											
64599	5/6/2025	72.82	CINTAS	422883209	410	51200	670	LINEN MAINTENANCE / WATER					
64599	5/6/2025	72.82	CINTAS	422883209	430	51200	690	LINEN MAINTENANCE / SEWER					
64599	5/6/2025	57.96	CINTAS	422883250	101	51200	630	LINEN MAINTENANCE /STREETS					
64599	5/6/2025	57.95	CINTAS	422883250	101	51200	650	LINEN MAINTENANCE / PARKS					
64599 Total		261.55											
64600	5/6/2025	117.76	CINTAS CORPORATION NO. 2	526760560	101	52150	630	MEDICAL SUPPLIES / STREETS					
64600	5/6/2025	117.75	CINTAS CORPORATION NO. 2	526760560	101	52150	650	MEDICAL SUPPLIES / PARKS					
64600 Total		235.51											
64601	5/6/2025	1415.29	CITY OF YUBA CITY	33761	430	52520	690	TESTING / SEWER					
64601	5/6/2025	205	CITY OF YUBA CITY	33762	430	52520	690	TESTING / SEWER					
64601	5/6/2025	64	CITY OF YUBA CITY	33768	430	52520	690	TESTING / SEWER					
64601	5/6/2025	64	CITY OF YUBA CITY	33774	430	52520	690	TESTING / SEWER					
64601	5/6/2025	102	CITY OF YUBA CITY	33787	410	52520	670	TESTING / WATER					
64601 Total		1850.29											
64602	5/6/2025	20.88	DERODA INC.	129109	410	52720	670	BUTT CONNECTOR FOR GRADALL: WATER					
64602	5/6/2025	20.87	DERODA INC.	129109	430	52720	690	BUTT CONNECTOR FOR GRADALL: SEWER					
64602 Total		41.75											
64603	5/6/2025	930.47	WILBUR-ELLIS COMPANY LLC	17109717	101	52260	650	ROUNDUP POWERMAX / SEWER					
64603 Total		930.47											

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64604	5/6/2025	330	MARCOS JAVIER DENIZ JR	5/6/2025	101	53600	640	SPRING BREAK CAMP APRIL 2025				
64604 Total		330										
64605	5/6/2025	881.34	EARLS PERFORMANCE PLUMBING	211861711	101	52700	320	STATION PLUMBING SERVICES / FIRE				
64605 Total		881.34										
64606	5/6/2025	7150	JACOB MORLEY	25-Apr	101	52500	220	PLANNING SERVICES				
64606	5/6/2025	3350.75	JACOB MORLEY	MAR&APRIL	430	52420	690	2420-CTC ANNEXATION				
64606 Total		10500.75										
64607	5/6/2025	142.86	FERGUSON WATERWORKS #1423	1892420	430	52720	690	RANGER ADPT / SEWER				
64607 Total		142.86										
64608	5/6/2025	595.98	FIDELITY SECURITY LIFE IN	166779638	997	22330		VISION INSURANCE PREMIUMS COVERAGE				
64608 Total		595.98										
64609	5/6/2025	25.69	For2Fi, Inc.	66301	410	53200	670	COMMUNICATION SERVICES				
64609	5/6/2025	25.68	For2Fi, Inc.	66301	430	53200	690	COMMUNICATION SERVICES				
64609 Total		51.37										
64610	5/6/2025	100	GRIFF'S FEED & SEED	15690	101	51200	630	5 PANTS FOR STEVEN JIMENEZ				
64610	5/6/2025	100	GRIFF'S FEED & SEED	15690	101	51200	650	5 PANTS FOR STEVEN JIMENEZ				
64610 Total		200										
64611	5/6/2025	208.79	LES SCHWAB TIRE CENTER	621004002	101	52720	630	USED TRAILER TIRE & METAL SCREW / STREETS				
64611 Total		208.79										
64612	5/6/2025	4657.81	LINCOLN AQUATICS	SN131429	253	52250	640	MURIATIC ACID & PULSAR PLUS BRIQUETTES				
64612	5/6/2025	-75	LINCOLN AQUATICS	SN131785	253	52250	640	DRUM DEPOSIT CREDIT / POOL				
64612 Total		4582.81										
64613	5/6/2025	232.59	MERIDIAN SUPPLY	178008	101	52720	630	TOW STRAP / STREETS				
64613 Total		232.59										
64614	5/5/2025	130	MESSENGER PUBLISHING GROU	29818	101	53100	220	PLANNING COMMISSION NEXGRID				
64614 Total		130										
64615	5/6/2025	501.92	NCCSIF TREASURER	2937	101	51150	110	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	2485.56	NCCSIF TREASURER	2937	101	51150	210	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	0	NCCSIF TREASURER	2937	101	51150	215	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	965.83	NCCSIF TREASURER	2937	101	51150	220	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	4058.49	NCCSIF TREASURER	2937	101	51150	230	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	1063.31	NCCSIF TREASURER	2937	220	51150	225	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	7611.97	NCCSIF TREASURER	2937	101	51150	320	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	4843.89	NCCSIF TREASURER	2937	101	51150	630	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	819.78	NCCSIF TREASURER	2937	101	51150	640	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	1989.81	NCCSIF TREASURER	2937	101	51150	650	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	10872.92	NCCSIF TREASURER	2937	101	51150	710	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	3641.57	NCCSIF TREASURER	2937	410	51150	670	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615	5/6/2025	4101.7	NCCSIF TREASURER	2937	430	51150	690	WORKERS COMPENSATION DEPOSIT/PREMIUM				
64615 Total		42956.75										
64616	5/6/2025	254.38	PACE SUPPLY CORP.	81042164	410	52700	670	SADDLE MUELLER				
64616 Total		254.38										

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64617	5/6/2025	2607.55	PAC MACHINE COMPANY, INC.	97606	430	52700	690	FLYGT SUBMERSIBLE SEWAGE PUMP EQUIPPED / SEWER
64617 Total		2607.55						
64618	5/6/2025	10050.46	PACIFIC ECORISK, INC	20576	430	52520	690	NPDES TESTING WWTP ACUTE TOXICITY TEST / SEWER
64618 Total		10050.46						
64619	5/6/2025	8056.6	PAXTON FAMILY INSPECTION	25006	101	52500	310	BUILDING PLAN EXAMS, INSPECTIONS, MILEAGE
64619 Total		8056.6						
64620	5/6/2025	126.94	RACE TELECOMMUNICATIONS,	RC1608139	101	53200	630	INTERNET SERVICES
64620	5/6/2025	156.94	RACE TELECOMMUNICATIONS,	RC1608139	101	53200	320	INTERNET SERVICES
64620	5/6/2025	156.94	RACE TELECOMMUNICATIONS,	RC1608139	101	53200	710	INTERNET SERVICES
64620	5/6/2025	156.94	RACE TELECOMMUNICATIONS,	RC1608139	101	53200	230	INTERNET SERVICES
64620 Total		597.76						
64621	5/5/2025	48132.8	TJKM	56415	102	52500	215	SERVICES FROM 3/1/2025-3/31/2025 SS4A SAFETY PLAN
64621 Total		48132.8						
64622	5/6/2025	580	TYLER TECHNOLOGIES, INC	045-51680	101	52500	231	PARKS & REC SVCS (ARPA)
64622 Total		580						
64623	5/5/2025	649.64	U. S. POST OFFICE	5/5/2025	410	52100	670	BULK POSTAGE FOR UTILITY BILLS/WATER
64623	5/5/2025	649.64	U. S. POST OFFICE	5/5/2025	430	52100	690	BULK POSTAGE FOR UTILITY BILLS/SEWER
64623 Total		1299.28						
64624	5/6/2025	714	NICOLE VIGNEY	5/1/2025	101	53600	640	SPRING BREAK CAMP REGISTRATION
64624	5/6/2025	364	NICOLE VIGNEY	5/2/2025	101	53600	640	KICKBOXING APRIL CLASSES
64624	5/6/2025	1671.6	NICOLE VIGNEY	5/6/2025	253	53600	640	SWIM LESSONS REGISTRATION 4/1/2025-4/31/2025
64624 Total		2749.6						
64625	5/6/2025	20000	WEST COAST ARBORISTS, INC	228475	101	52500	631	TREE CARE SERVICES (MEASURE B)
64625 Total		20000						
64626	5/5/2025	276.23	XEROX CORPORATIONS	4135042	101	53300	215	COPIER LEASE
64626	5/5/2025	276.23	XEROX CORPORATIONS	4135042	101	53300	220	COPIER LEASE
64626	5/5/2025	276.23	XEROX CORPORATIONS	4135042	101	53300	230	COPIER LEASE
64626 Total		828.69						
64627	4/29/2025	115.34	BEN CARRANZA	000C50501	410	20310		MQ CUSTOMER REFUND FOR CAR0007
64627 Total		115.34						
64628	4/29/2025	5.17	KARINA DUENAS	000C50501	410	20310		MQ CUSTOMER REFUND FOR DUE0001
64628 Total		5.17						
64629	4/29/2025	255.84	DALE & PEGGY TOWNZEN	000C50501	410	20310		MQ CUSTOMER REFUND FOR TOW0024
64629 Total		255.84						
64630	5/7/2025	40000	GOVERNOR'S OFFICE OF EMER	24-6582	101	57200	320	2006 HME (LIC#1319033) VIN#Z20938 / FIRE
64630 Total		40000						
64631	5/14/2025	287.75	AIRGAS USA, LLC	551636936	101	52150	320	OXYGEN / FIRE
64631 Total		287.75						
64632	5/19/2025	548	ALLIANT NETWORKING SERVIC	15945	101	52500	230	MAINTENANCE AGREEMENT JUNE 2025
64632	5/19/2025	548	ALLIANT NETWORKING SERVIC	15945	410	52500	230	MAINTENANCE AGREEMENT JUNE 2025
64632	5/19/2025	548	ALLIANT NETWORKING SERVIC	15945	430	52500	230	MAINTENANCE AGREEMENT JUNE 2025
64632 Total		1644						

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64633	5/19/2025	3173	AQUA SIERRA CONTROLS INC.	35003	430	52500	690	TROUBLESHOOT BASIN CONTROLS / SEWER				
64633 Total		3173										
64634	5/14/2025	397.47	AT&T MOBILITY	5/14/2025	101	53200	320	WIRELESS SVCS / FIRE				
64634 Total		397.47										
64635	5/15/2025	535865.46	AUBURN CONSTRUCTORS, LLC	5/15/2025	430	62681	690	RECYCLED WATER SYSTEM UPGRADES PROJECT#2408/SEWER				
64635 Total		535865.46										
64636	5/20/2025	7506.65	BOBCAT OF CHICO	40242C	101	52720	630	FIXED OIL LEAK & FULL SERVICE CONDUCTED / STREETS				
64636 Total		7506.65										
64637	5/20/2025	447.6	CALIFORNIA ENGINEERING CO	12763	507	52500	620	ARCO GAS STATION DEV. PLAN				
64637	5/20/2025	447.6	CALIFORNIA ENGINEERING CO	12764	101	52500	220	PLANNING DEP. SUPPORT				
64637	5/20/2025	1307.5	CALIFORNIA ENGINEERING CO	12765	430	62004	620	WWTP LAND ANNEXATION				
64637	5/20/2025	39070.5	CALIFORNIA ENGINEERING CO	12767	410	61011	670	WALNUT RANCH PROJECT- WATER 0610002-002C				
64637	5/20/2025	4962	CALIFORNIA ENGINEERING CO	12768	430	62694	690	WALNUT RANCH PROJECT-SEWER 8421-110				
64637	5/20/2025	1230.9	CALIFORNIA ENGINEERING CO	12769	410	60003	620	WELL NO. WELL HOLE DESIGN & TEST WELL CIP				
64637	5/20/2025	1481.23	CALIFORNIA ENGINEERING CO	12770	535	52500	620	WESCOTT RD. CONSTRUCTION				
64637 Total		48947.33										
64638	5/15/2025	105.47	CINTAS	422957627	410	51200	670	LINEN MAINTENANCE: WATER				
64638	5/15/2025	105.47	CINTAS	422957627	430	51200	690	LINEN MAINTENANCE: SEWER				
64638	5/15/2025	93.21	CINTAS	422957667	101	51200	630	LINEN MAINTENANCE : STREETS				
64638	5/15/2025	93.21	CINTAS	422957667	101	51200	650	LINEN MAINTENANCE : PARKS				
64638	5/15/2025	72.82	CINTAS	423036900	410	51200	670	LINEN MAINTENANCE: WATER				
64638	5/15/2025	72.82	CINTAS	423036900	430	51200	690	LINEN MAINTENANCE: SEWER				
64638	5/15/2025	57.96	CINTAS	423036914	101	51200	630	LINEN MAINTENANCE: STREETS				
64638	5/15/2025	57.95	CINTAS	423036914	101	51200	650	LINEN MAINTENANCE: PARKS				
64638 Total		658.91										
64639	5/19/2025	64	CITY OF YUBA CITY	33881	430	52520	690	TESTING / SEWER				
64639	5/19/2025	205	CITY OF YUBA CITY	33882	430	52520	690	TESTING / SEWER				
64639	5/19/2025	64	CITY OF YUBA CITY	33883	430	52520	690	TESTING / SEWER				
64639	5/19/2025	64	CITY OF YUBA CITY	33888	430	52520	690	TESTING / SEWER				
64639	5/19/2025	585	CITY OF YUBA CITY	33890	410	52520	670	TESTING / WATER				
64639	5/19/2025	51	CITY OF YUBA CITY	33898	410	52520	670	TESTING / WATER				
64639 Total		1033										
64640	5/15/2025	233	CLARK PEST CONTROL	37325160	101	52700	610	TERMITE HOME PROTECTION SERVICE / CITY HALL				
64640 Total		233										
64641	5/19/2025	21.71	COLUSA COUNTY AUDITOR	4532	101	53800	650	REIMBURSEMENT OF ALTERNATIVE SENTENCIING APRIL 25'				
64641 Total		21.71										
64642	5/15/2025	63.92	DERODA INC.	127133	214	52720	710	BEAM / POLICE				
64642	5/19/2025	220.19	DERODA INC.	128710	410	52720	670	18 MONTH BATTERY & CORE DEPOSIT: WATER				
64642	5/19/2025	220.18	DERODA INC.	128710	430	52720	690	18 MONTH BATTERY & CORE DEPOSIT: SEWER				
64642	5/15/2025	-29.37	DERODA INC.	128711	410	52720	670	CORE DEPOSIT CREDIT: WATER				
64642	5/15/2025	-29.36	DERODA INC.	128711	430	52720	690	CORE DEPOSIT CREDIT: SEWER				
64642	5/14/2025	65.38	DERODA INC.	129347	101	52720	320	UJOINT / FIRE				

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64642	5/15/2025	3.34	DERODA INC.	129522	430	52720	690	BUGWASH / SEWER				
64642	5/15/2025	187.81	DERODA INC.	129531	214	52720	710	GOLF AIR FILTERS / POLICE				
64642	5/14/2025	278.35	DERODA INC.	129790	101	52720	320	FINAL CHARGE & 3 DRAWER TOOL BOX / FIRE				
64642	5/15/2025	23.06	DERODA INC.	129865	101	52720	630	TRAILER BALL / STREETS				
64642 Total		1003.5										
64643	5/14/2025	62.51	COMCAST	5/14/2025	101	53200	320	INTERNET SERVICES / FIRE				
64643 Total		62.51										
64644	5/15/2025	156	DEPARTMENT OF JUSTICE	PO 64347	101	52430	710	Weapons Permit Police				
64644 Total		156										
64645	5/19/2025	32	DEPARTMENT OF JUSTICE	814885	101	53600	640	FINGERPRINT				
64645 Total		32										
64646	5/15/2025	93	DEPARTMENT OF JUSTICE	PO 64348	101	52430	710	CCW INITIAL PERMITS: AARON WOODS				
64646	5/15/2025	93	DEPARTMENT OF JUSTICE	PO 64348	101	52430	710	CCW INITIAL PERMITS: PAULANN WOODS				
64646 Total		186										
64647	5/20/2025	5080	ECORP CONSULTING, INC	107030	553	52500	620	AIR QUALITY ASSESSMENT,TRIPLE CROWN CANNABIS				
64647 Total		5080										
64648	5/15/2025	2036.59	EMPLOYERS INVESTIGATIVE S	5051076	214	52500	710	CASE PREP & REVIEWED DOCUMENTS / POLICE				
64648 Total		2036.59										
64649	5/19/2025	45.9	DEERE CREDIT INC.	3034625	310	59200	650	MOWER LEASE				
64649	5/19/2025	158.58	DEERE CREDIT INC.	3034625	310	59100	650	MOWER LEASE				
64649	5/19/2025	206.56	DEERE CREDIT INC.	3034625	253	59200	650	MOWER LEASE				
64649	5/19/2025	713.61	DEERE CREDIT INC.	3034625	253	59100	650	MOWER LEASE				
64649	5/19/2025	206.56	DEERE CREDIT INC.	3034625	101	59200	650	MOWER LEASE				
64649	5/19/2025	713.62	DEERE CREDIT INC.	3034625	101	59100	650	MOWER LEASE				
64649 Total		2044.83										
64650	5/20/2025	3162.64	JONES MAYER	129307	101	52500	240	ATTORNEY SERVICES				
64650	5/20/2025	3162.64	JONES MAYER	129307	410	52500	240	ATTORNEY SERVICES				
64650	5/20/2025	3162.63	JONES MAYER	129307	430	52500	240	ATTORNEY SERVICES				
64650 Total		9487.91										
64651	5/19/2025	200	ARTURO LOYA	PO 66003	101	53800	640	SCOUT CABIN DEPOSIT REIMBURSEMENT RENTAL 5/12/25				
64651 Total		200										
64652	5/15/2025	36.96	GEORGE L. MESSICK CO.	636274/1	101	52720	630	MASKS / SHOP				
64652	5/15/2025	63.01	GEORGE L. MESSICK CO.	636276/1	310	52700	650	PVC ELBOW,CONDUIT,COUPLER/ STATE PARK				
64652	5/15/2025	48.9	GEORGE L. MESSICK CO.	636385/1	101	52720	630	FLAP WHEEL,CARB / SHOP				
64652	5/15/2025	303.95	GEORGE L. MESSICK CO.	636394/1	310	52700	650	STRAP,WIRE,COVER BOX,ELECT BOX,CONDUIT/ STATE PARK				
64652	5/15/2025	15.21	GEORGE L. MESSICK CO.	636397/1	101	52700	610	FLAG WHEEL / CITY HALL				
64652	5/15/2025	48.97	GEORGE L. MESSICK CO.	636425/1	101	52720	630	FASTENERS, TIRE / SHOP				
64652	5/15/2025	5.43	GEORGE L. MESSICK CO.	636427/1	310	52110	650	TERM RING / STATE PARK				
64652	5/15/2025	12.03	GEORGE L. MESSICK CO.	636468/1	101	52110	650	KEY SCHLAGE, MEY MASTER / PARKS				
64652	5/15/2025	26.1	GEORGE L. MESSICK CO.	636752/1	410	52260	670	PURE CHLOR,BLEACH / WATER				
64652	5/15/2025	26.09	GEORGE L. MESSICK CO.	636752/1	430	52260	690	PURE CHLOR,BLEACH / SEWER				
64652	5/15/2025	80.44	GEORGE L. MESSICK CO.	636853/1	430	52110	690	TAPE,TIE DOWNS / SEWER				

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64652	5/15/2025	54.36	GEORGE L. MESSICK CO.	636854/1	310	52110	650	HOSE / STATE PARK				
64652	5/15/2025	9.78	GEORGE L. MESSICK CO.	636886/1	410	52700	670	COUPLER / WATER				
64652	5/15/2025	35.88	GEORGE L. MESSICK CO.	636901/1	253	52110	640	GAS CAN / POOL				
64652	5/15/2025	9.78	GEORGE L. MESSICK CO.	636903/1	430	52720	690	COUPLER HOSE / SEWER				
64652	5/15/2025	2.16	GEORGE L. MESSICK CO.	636910/1	410	52720	670	ADAPTER / WATER				
64652	5/15/2025	30.43	GEORGE L. MESSICK CO.	637009/1	430	52700	690	PLIERS / SEWER				
64652	5/15/2025	33.45	GEORGE L. MESSICK CO.	637074/1	410	52720	670	WASH WINDSHILD & HITCH PIN / WATER				
64652	5/14/2025	8.69	GEORGE L. MESSICK CO.	637312/1	101	52720	320	CARWASH 64OZ / FIRE				
64652	5/15/2025	100.01	GEORGE L. MESSICK CO.	637321/1	410	52720	670	SAW KIT,BLADE / WATER				
64652	5/15/2025	50	GEORGE L. MESSICK CO.	637421/1	430	52700	690	FLEX HOSE,BROOM / SEWER				
64652	5/15/2025	21.7	GEORGE L. MESSICK CO.	637428/1	430	52700	690	CEMENT,PIPE FITTINGS / SEWER				
64652	5/15/2025	45.65	GEORGE L. MESSICK CO.	637489/1	430	52700	690	PATCH,TROWL / SEWER				
64652	5/15/2025	16.3	GEORGE L. MESSICK CO.	637509/1	410	52110	670	TAPE / WATER				
64652	5/15/2025	33.68	GEORGE L. MESSICK CO.	637593/1	410	52720	670	CAP,HANGER / WATER				
64652	5/15/2025	4.99	GEORGE L. MESSICK CO.	637608/1	410	52110	670	BUNGEE CORD / WATER				
64652	5/15/2025	62.13	GEORGE L. MESSICK CO.	637632/1	101	52700	610	PIPE INSULATION / CITY HALL				
64652	5/15/2025	-45.84	GEORGE L. MESSICK CO.	637634/1	101	52700	610	PIPE INSULATION /CITY HALL				
64652	5/15/2025	64.12	GEORGE L. MESSICK CO.	637653/1	101	52110	650	SHOP TOWEL, DISINFECTANT /PARKS				
64652	5/15/2025	29.6	GEORGE L. MESSICK CO.	637867/1	430	52110	690	DUSTER, BROOM / SEWER				
64652	5/15/2025	41.72	GEORGE L. MESSICK CO.	637940/1	310	52110	650	CHLOROX / STATE PARK				
64652	5/14/2025	59.8	GEORGE L. MESSICK CO.	637942/1	101	52720	320	ELECTRICAL TESTERS KIT / FIRE				
64652	5/15/2025	40.22	GEORGE L. MESSICK CO.	638001/1	430	52110	690	SPRAYER,ACID / SEWER				
64652	5/15/2025	19.56	GEORGE L. MESSICK CO.	638074/1	410	52720	670	NITRILE GLOVES / WATER				
64652	5/14/2025	70.67	GEORGE L. MESSICK CO.	638146/1	101	52720	320	WRENCH SET & PLIERS / FIRE				
64652	5/15/2025	39.14	GEORGE L. MESSICK CO.	638179/1	410	52110	670	SHOVEL / WATER				
64652	5/15/2025	16.3	GEORGE L. MESSICK CO.	638188/1	101	52110	650	BAGS / SCOUT CABIN				
64652	5/15/2025	108.72	GEORGE L. MESSICK CO.	638204/1	430	52720	690	PATCH & SOCKET SET / SEWER				
64652	5/15/2025	27.18	GEORGE L. MESSICK CO.	K35887/1	410	52720	670	TRIMMER LINE / WATER				
64652	5/20/2025	4.35	GEORGE L. MESSICK CO.	K35960/1	101	52720	650	PIPE TUBE FOR PG&E POLE PROJECT				
64652 Total		1661.62										
64653	5/19/2025	-218.69	M-H-M, INC.		0	507	52500	620	FINANCE CHARGE CREDIT			
64653	5/19/2025	-1971.12	M-H-M, INC.		0	507	52500	620	FINANCE CHARGE CREDIT			
64653	5/19/2025	3315	M-H-M, INC.	02-91630		507	52500	620	CALTRANS RIGHT-OF-WAY SURVEY			
64653	5/19/2025	975	M-H-M, INC.	04-92025		507	52500	620	CALTRANS RIGHT-OF-WAY SURVEY			
64653	5/19/2025	1480	M-H-M, INC.	09-99000		507	52500	620	ACQUISTION DOCUMENTS, ALTA SURVEY & TOPO (ARCO)			
64653	5/19/2025	13320	M-H-M, INC.	12-91417		507	52500	620	SURVEYING SERVICES RIGHT-A-WAY			
64653	5/19/2025	205	M-H-M, INC.	01-986005		507	52500	620	CALTRANS RIGHT-OF-WAY SURVEY (ARCO)			
64653	5/19/2025	1950	M-H-M, INC.	08-985092		507	52500	620	CALTRANS RIGHT-OF-WAY ACQUISITION SURVEY (ARCO)			
64653	5/19/2025	390	M-H-M, INC.	11-985792		507	52500	620	CALTRANS RIGHT-OF-WAY ACQUISITION (ARCO)			
64653	5/20/2025	3032.98	M-H-M, INC.	5/19/2025		507	52500	620	FINANCE CHARGES FROM 02/28/204-01/2025			
64653 Total		22478.17										
64654	5/15/2025	822.87	MPH INDUSTRIES, INC.	6025612	214	57100	710	DASH MOUNTED RADAR / POLICE				

CITY OF COLUSA

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Item 6.

WARRANT LIST

64654 Total		822.87											
64655	5/20/2025	190690	NEXGEN ASSET MANAGEMENT	4719	430	62681	620	RECYCLED WATER UPGRADES					
64655 Total		190690											
64656	5/19/2025	5010.87	NV5, INC.	448499	311	52500	620	COLUSA PARK BOAT LAUNCH					
64656	5/19/2025	3755.9	NV5, INC.	448564	430	62681	690	COLUSA WWTP IMPROVEMENTS / SEWER					
64656 Total		8766.77											
64657	5/19/2025	367.15	ON-SITE SAFETY SERVICES,	150929	430	52150	690	SAFETY & MEDICAL SUPPLIES / SEWER					
64657 Total		367.15											
64658	5/20/2025	3811.82	PALMER SIGNS, LP.	98808-	263	52112	215	FULL WRAP ON TRAILER (RE-ISSUE) / ECON. DEV.					
64658 Total		3811.82											
64659	5/19/2025	634.98	PAPE MACHINERY	16105423	101	52720	650	COMPRESSOR, COOL-GARD / PARKS					
64659 Total		634.98											
64660	5/19/2025	200.53	QUILL CORPORATION	43643961	101	52100	210	CHAIR / ADMIN. SVCS					
64660	5/19/2025	141.5	QUILL CORPORATION	43643961	220	52100	225	CHAIR / CODE ENFORCEMENT					
64660	5/19/2025	83.45	QUILL CORPORATION	43869710	101	52100	230	CASH REGISTER PAPER & COPIER PAPER					
64660	5/19/2025	44.2	QUILL CORPORATION	43869710	410	52100	670	COPIER PAPER					
64660	5/19/2025	44.2	QUILL CORPORATION	43869710	430	52100	690	COPIER PAPER					
64660	5/19/2025	44.2	QUILL CORPORATION	43869710	101	52100	630	COPIER PAPER					
64660	5/19/2025	44.2	QUILL CORPORATION	43869710	101	52100	320	COPIER PAPER					
64660 Total		602.28											
64661	5/15/2025	115	STATE WATER RESOURCES CON	PO 65985	430	51300	690	GRADE 1 OPERATOR CERTIFICATION TIM C. / SEWER					
64661 Total		115											
64662	5/15/2025	18570.19	SUTTER BUTTES COMMUNICATI	47569	214	57100	710	GETAC LAPTOPS & GETAC BUMPER TO WARRANTY/POLICE					
64662 Total		18570.19											
64663	5/20/2025	239.88	TRI COUNTIES BANK	5/20/2025	101	52500	210	ADOBE / ADMIN. SVCS					
64663	5/20/2025	9.99	TRI COUNTIES BANK	5/20/2025	101	52500	210	ADOBE / ADMIN. SVCS					
64663	5/20/2025	56	TRI COUNTIES BANK	5/20/2025	101	52500	215	CONSTANT CONTACT / ECON. DEV.					
64663	5/20/2025	30	TRI COUNTIES BANK	5/20/2025	214	52100	710	WHEN I WORK / POLICE					
64663	5/20/2025	15.6	TRI COUNTIES BANK	5/20/2025	214	52100	710	AMERICAN FLAG UNIFORM PIN (AMAZON)/POLICE					
64663	5/20/2025	95.68	TRI COUNTIES BANK	5/20/2025	101	52140	710	TARGETS FOR RANGE (AMAZON) / POLICE					
64663	5/20/2025	293.41	TRI COUNTIES BANK	5/20/2025	101	52200	710	PALMETTO STATE ARMORY (RED DOT SIGHT) / POLICE					
64663	5/20/2025	55.45	TRI COUNTIES BANK	5/20/2025	214	52100	710	AMAZON, THERMAL BARCODE LABLES / POLICE					
64663	5/20/2025	195.83	TRI COUNTIES BANK	5/20/2025	214	52200	710	AMAZON, RETENTION DUTY HOLSTER / POLICE					
64663	5/20/2025	186.62	TRI COUNTIES BANK	5/20/2025	214	52200	710	AMAZON, RETENTION DUTY HOLSTER / POLICE					
64663	5/20/2025	40.86	TRI COUNTIES BANK	5/20/2025	214	51300	710	AMAZON, THE GIFT OF VIOLENCE: SURVIVING / POLICE					
64663	5/20/2025	140.95	TRI COUNTIES BANK	5/20/2025	214	51300	710	AMAZON, CODE LAWS & PENAL CODE / POLICE					
64663	5/20/2025	261.64	TRI COUNTIES BANK	5/20/2025	214	51200	710	SP FIRST TACTICAL(UNIFORMS) / POLICE					
64663	5/20/2025	191.4	TRI COUNTIES BANK	5/20/2025	214	51200	710	5.11,INC (PANTS) / POLICE					
64663	5/20/2025	865.2	TRI COUNTIES BANK	5/20/2025	101	52190	320	BADGEANDWALLET.COM / FIRE					
64663	5/20/2025	200.82	TRI COUNTIES BANK	5/20/2025	101	52200	320	SP FULLHOUSE LEATHER, PASSWORD ID TAG / FIRE					
64663	5/20/2025	1204.6	TRI COUNTIES BANK	5/20/2025	101	52720	320	LOVE'S TIRE CARE (E-553 SERVICE) / FIRE					
64663	5/20/2025	575	TRI COUNTIES BANK	5/20/2025	410	51300	670	CALIF. RURAL WATER TRAINING / ADMIN. SVCS					

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Item 6.

WARRANT LIST

64663	5/20/2025	50	TRI COUNTIES BANK	5/20/2025	101	52160	710	ROCCO'S (GIFT CARD) / POLICE			
64663	5/20/2025	50	TRI COUNTIES BANK	5/20/2025	101	52160	710	DAILY HABIT (GIFT CARD) / POLICE			
64663	5/20/2025	172.38	TRI COUNTIES BANK	5/20/2025	253	52700	640	AMAZON, SEMI GLOSS PAINT FOR POOL			
64663	5/20/2025	307.9	TRI COUNTIES BANK	5/20/2025	101	52100	210	ZOOM / ADMIN. SVCS.			
64663	5/20/2025	19.99	TRI COUNTIES BANK	5/20/2025	101	52500	210	ADOBE /ADMIN. SVCS.			
64663	5/20/2025	427.55	TRI COUNTIES BANK	5/20/2025	410	52700	670	ACCESSTRUCKPARTS / WATER			
64663	5/20/2025	520.15	TRI COUNTIES BANK	5/20/2025	410	52700	670	HARBOR FREIGHT / WATER			
64663	5/20/2025	520.15	TRI COUNTIES BANK	5/20/2025	430	52700	690	HARBOR FREIGHT / SEWER			
64663	5/20/2025	658.77	TRI COUNTIES BANK	5/20/2025	214	52720	710	ROCKAUTO / POLICE			
64663	5/20/2025	114.21	TRI COUNTIES BANK	5/20/2025	101	53600	640	STITCHES (T-BALL) / REC			
64663	5/20/2025	2.5	TRI COUNTIES BANK	5/20/2025	101	53600	640	TYL COLUSA SERV FEE FOR TESTING / REC			
64663	5/20/2025	0.01	TRI COUNTIES BANK	5/20/2025	101	53600	640	TYL COLUSA SERV FEE FOR TESTING / REC			
64663	5/20/2025	76.1	TRI COUNTIES BANK	5/20/2025	101	53600	640	MESSICK ACE HARDWARE (REC SUPPLIES)			
64663	5/20/2025	-2.5	TRI COUNTIES BANK	5/20/2025	101	53600	640	TYL COLUSA SERV FEE TESTING FOR REC			
64663	5/20/2025	-0.01	TRI COUNTIES BANK	5/20/2025	101	53600	640	TYL COLUSA SERV FEE TESTING FOR REC			
64663 Total		7576.13									
64664	5/19/2025	145	TYLER TECHNOLOGIES, INC	025-50838	101	52500	231	ERP 10 FINANCIALS & MANAGEMENT (ARPA)			
64664	5/19/2025	755.29	TYLER TECHNOLOGIES, INC	025-50932	101	52500	231	PAYMENTS EMV CARD READER PURCHASE			
64664	5/19/2025	580	TYLER TECHNOLOGIES, INC	045-51867	101	52500	231	PARKS & REC SVCS (ARPA)			
64664	5/19/2025	580	TYLER TECHNOLOGIES, INC	045-51946	101	52500	231	PARKS & REC SVCS (ARPA)			
64664 Total		2060.29									
64665	5/19/2025	140.59	USA BLUEBOOK	INV007042	430	52700	690	HACH BUFFER & TRACEABLE CONDUCTIVITY / SEWER			
64665 Total		140.59									
64666	5/15/2025	4728.61	CALMAT CO.	3326587	246	57230	630	POWER PATCH / STREETS			
64666 Total		4728.61									
64667	5/22/2025	125035.28	STATE WATER RESOURCES CON	5/22/2025	430	59100	690	CEALN WATER STAE REVOLVING FUND PROJECT #7896-310			
64667	5/22/2025	56811.87	STATE WATER RESOURCES CON	5/22/2025	430	59200	690	CEALN WATER STAE REVOLVING FUND PROJECT #7896-310			
64667 Total		181847.15									
Grand Total		1273637.41									



City of Colusa California

STAFF REPORT

DATE: July 15, 2025
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM: Status report on the Recycled Water System Upgrades: Phase 1 Construction and Change Order Approval.

Recommendation: Approve Change Order for Construction of the **Recycled Water System Upgrades: Phase 1** Construction and Change Order Approval for Auburn Constructors LLC, for an additional \$154,452.10

BACKGROUND ANALYSIS:

As Council is aware, on September 9th, 2024, the City Council approved the award of the Construction of the **Recycled Water System Upgrades: Phase 1** for Auburn Constructors LLC for an amount not to exceed \$6,953,300.

Phase 1 of this project is meant to convey recycled water from the WWTP to adjacent farm fields and a fill station to supplement water use for agricultural and construction activities. Phase 2 of the project will upgrade and provide redundancy for the WWTP treatment process as well as extend recycled water force mains to be used for irrigation at the high school, fairgrounds, and other adjacent facilities. SRF has agreed to fund both phases of the project for a total of \$33 million dollars. As design is completed and costs are better defined for Phase 2 we will solicit input from Council on how best to complete these projects.

A brief summary of work to-date follows:

- The Notice to Proceed Was issued to Auburn Constructors on September 23rd, 2024
- The Contract needed to be amended to comply with new FEMA Flood Maps that would require be raised above the new base flood elevation of the area (Change Order #1). Work began to dewater and haul soils from future Phase 2 project areas, now borrow sites, utilized for fill at the new Phase 1 maintenance building. Change Order #1 increased the project costs by \$203,310.
- During the first few months of construction 32 days were lost to either rainfall or wet conditions.
- The pipelines for the drainage of the farm fields, recycled water force mains, electrical conduit, compacting, grading, and pouring of building and equipment slabs have been installed/completed up to date.

- The buildings and recycled water booster pump station skid are being connected and erected at this time.

Contingencies are to be used for addressing parts of the project that were unexpected due to changed conditions of unforeseen problems or constructability problems associated with construction of the project. Increases in Scope, and changes associated with equipment needs are addressed in Change Orders associated with these needs. The following change order reflects the deviation of existing conditions from those shown on the Contract documents bid by Auburn Constructors, LLC.

Change Order #2 – Recycled Water and Irrigation System Interconnection Changes

Existing conditions with respect to irrigation tie-in points deviated from the construction drawings, requiring an addition 450 l-ft of recycle water pipeline, the replacement of 50 l-ft of existing irrigation pipeline, and piping modifications to two existing irrigation wells. There was no change to the project footprint.

- **Change Order #2 is for \$154,452.10.**

Staff and our consultants have reviewed the Change Order and supporting information and believe it to be complete. As a result of the above, Staff recommends increasing the approved amount of the project to Auburn Constructors for an amount not to exceed \$154,452.10. This does not require a change in the Council Approved Project amount of \$7,648,630 which included a 10% allowance for construction change orders.

BUDGET IMPACT:

The SRF grant allows for reimbursement of all past planning and design costs, construction costs, and construction management costs up to \$7,066,450. These costs represent, in round numbers, \$113,158 for soft costs and \$6,953,300 for construction. This Change Order is not eligible for project funds but is within the limits of approved allowance for construction change orders

STAFF RECOMMENDATION:

Staff recommends approving the Change Orders for Auburn Constructors, LLC

ATTACHMENT:

Resolution

VPM change-order-report

RESOLUTION NO. 25-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA TO APPROVE
CHANGE ORDER #2. CHANGE ORDER #2 DOES NOT REQUIRE AMENDING THE
CONTRACT TO AUBURN CONSTRUCTORS, LLC

WHEREAS, in September 2024 the City contracted with Auburn Constructors, LLC to construct Improvements at the City's Wastewater Treatment Plant (WWTP) for \$6,953,300.00 and

WHEREAS, in September 2024 the City approved Change Orders for increasing the amount contracted with Auburn Constructors, LLC to construct Improvements at the City's Wastewater Treatment Plant (WWTP) for \$7,648,630 and

WHEREAS, Changes have been made to the respond to recycled water and irrigation system interconnection changes, Auburn Constructors, LLC has submitted Change Order #2 for an amount of \$154,452.10 and this cost has been found by staff to be consistent with the schedule of values submitted at the start of construction

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Council Acceptance of Change Order #2. The City Council hereby accepts the Staff Report for the approved amount \$154,452.10. The Council is not increasing the Total Approved Cost of Project 1 to \$7,648,630 that includes 10% for other Change Orders
3. Authorization to City Manager. The City Council of the City of Colusa hereby authorizes the City Manager to approve the amount of Change Order #2.

Effective Date. This Resolution shall be effective immediately.

Passed and adopted this 15th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

Attest:

Shelly Kittle, City Clerk

Change Order

PROJECT: (Name and Address) City of Colusa RWSU: Phase 1 2820 Will S Green Avenue Colusa, CA 95932	CONTRACT INFORMATION: Contract For: General Construction Date: 09-23-2024	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 06-05-2025
OWNER: (Name and Address) Nexgen Utility Management CA 4010 Lennane Dr Sacramento, CA 95834	ARCHITECT: (Name and Address) Auburn Constructors 730 West Stadium Lane Sacramento, CA 95834	CONTRACTOR: (Name and Address) Auburn Constructors 730 West Stadium Lane Sacramento, CA 95834







THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 6,953,300.00
The net change by previously authorized Change Orders	\$ 203,310.00
The Contract Sum prior to this Change Order was	\$ 7,156,610.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 154,452.10
The new Contract Sum including the Change Order will be	\$ 7,311,062.10

The Contract Time will be increased by 0 days.
The new date of Substantial Completion will be 11-21-2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, CONSULTANT, AND OWNER.

CONTRACTOR John West  John West, President Jun 5, 2025 @ 8:13 AM	Mark Cocke - Nexgen Utility Management CA  Mark Cocke, Project Engineer Jun 3, 2025 @ 7:50 PM	Joseph DiGiorgio - Nexgen Utility Management CA  Joseph DiGiorgio, Sr. Engineer Jun 4, 2025 @ 2:18 PM
Angelica Ortiz - Nexgen Utility Management CA  Angelica Ortiz, Design Engineer Jun 4, 2025 @ 2:21 PM	Craig Shaver - Auburn Constructors  Craig Shaver, PM Jun 4, 2025 @ 9:20 PM	Jesse Cain - City of Colusa  Jesse Cain, City Manager Jun 5, 2025 @ 8:20 AM



City of Colusa California

STAFF REPORT

DATE: July 15, 2025
TO: Mayor and Council Members
FROM: City Clerk, Shelly Kittle

AGENDA ITEM: Consideration of a Resolution for the updated City-wide Records Retention Schedules

Recommendation: Council to adopt the Resolution adopting the Records Retention Schedule, authorizing the destruction of certain city records and rescinding Resolution No. 04-24

Report in Brief

The City is upgrading its records management program, including its records retention policies. The adoption of this retention schedule will result in efficiency gains and cost savings.

Background

Colusa selected Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program. An upgrade in the existing program was necessary to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology and changes in law.

Discussion

The upgrade of the current records management systems are driven by many factors, including:

- Very limited space in City facilities
- Many departments are filing and storing copies of the same records
- Colusa produces and manages many permanent records
- Technology advancements
- Changes in law

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all records managed by the City.

The retention periods are in compliance with all laws and are standard business practice for California cities.

The new retention schedules were written interactively with representatives from all departments participating in the project. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of City records. By identifying which department is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, Colusa will realize significant savings in labor costs, free filing cabinet and office space, and realize operational efficiencies.

It is standard business practice for California cities to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney which is provided in Section 2 of the resolution. This will reduce costs and improve efficiency for the City.

It is also standard business practice for California cities to authorize updates to the schedule without further action of the City Council, which is provided in Section 3.

BUDGET IMPACT: Colusa will realize significant savings in labor, including the avoidance of future storage and/or construction costs.

STAFF RECOMMENDATION: Council to adopt the Resolution and Records Retention Schedules.

ATTACHMENTS:

Resolution 25-____
Resolution 04-24

RESOLUTION NO. 25-____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA ADOPTING THE RECORDS RETENTION SCHEDULE, AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS AND RESCINDING RESOLUTION 04-24**

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Colusa; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the City of Colusa previously adopted Resolution No. 04-24 adopting a Document Management Policy containing certain Records Retention Schedules and Records Destruction Guidelines.

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

Section 1. Resolution No.04-24 is hereby repealed.

Section 2. The records of the City of Colusa, as outlined in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and under the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney without further action by the City Council of the City of Colusa.

Section 3: Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

Section 4. The term “records” as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

Section 5. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Colusa on July 15, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

ATTEST

Shelly Kittle, City Clerk

CITY OF COLUSA**RESOLUTION NO. 04-24****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA
ADOPTING A DOCUMENT MANAGEMENT POLICY CONTAINING
CERTAIN RECORDS RETENTION SCHEDULES AND
RECORDS DESTRUCTION GUIDELINES**

WHEREAS, California Government Code §34090 et seq. sets forth certain legal requirements relating to the management and retention of certain municipal records; and

WHEREAS, Senate Bill 742 approved by the California State Government on September 7, 1999, required the Secretary of State to establish, publish, update, and maintain on a permanent basis guidelines for local government records retention (Government Code §12236); and

WHEREAS, retention guidelines have been provided to the City which have been endorsed by resolution of the General Assembly of the League of California Cities, and by the City Clerks Association of California; and

WHEREAS, said guidelines were used as a baseline and tailored to the City of Colusa; and

WHEREAS, technological advances have made available new ways to copy, store and retrieve records; and

WHEREAS, this Council recognizes that, notwithstanding their legal value, certain records of the City have longer administrative, fiscal, and historic value; and

WHEREAS, it is appropriate and feasible to deal with public and other administrative records in a responsible, economic, and timely manner; and

WHEREAS, a survey of City records has been completed followed by review and analysis of related codes and regulations to determine the value of those records surveyed; and

WHEREAS, a Document Management Policy, including specific retention periods and destruction guidelines, has been recommended for the records surveyed; and

WHEREAS, said Document Management Policy including the retention periods and destruction procedures have been reviewed by the City Manager, City Clerk, and each department or division responsible for the records surveyed; and

WHEREAS, it has been determined that the recommended Document Management Policy and recommended retention periods and destruction guidelines comply with Federal and State statutes and generally accepted records management practices.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colusa hereby approves, designates and declares:

1. The Document Management Policy attached hereto containing departmental Records Retention Schedules and Citywide Records Destruction Guidelines is hereby adopted.

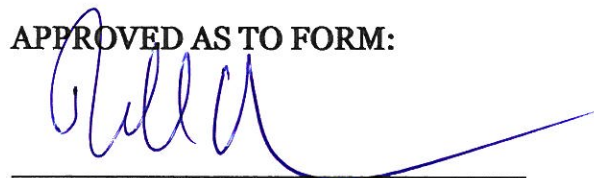
2. The City Clerk is authorized to modify the Document Management Policy including the Records Retention Schedule and Records Destruction Policy as new records are added and as Federal and State laws change that impact the City's Document Management Policy. On an annual basis the City Clerk will bring before the Council a report and status of the Document Management Policy highlighting any changes that have occurred.

3. Staff is directed to use the Secretary of State Local Government Records Management Guidelines, in conjunction with City Clerk's Association of California Local Government Records Retention Guidelines as basis to establish the City of Colusa Records Retention Schedule (Senate Bill 742 approved September 7, 1999, adding Government Code §12236).

ADOPTED as a Resolution of the City Council of the City of Colusa at a regular meeting duly held on the 1st day of June 2004.


RODNEY L. BIGGS, MAYOR

APPROVED AS TO FORM:


TEDD A. MEHR, CITY ATTORNEY

ATTEST:


BARBARA JOHNSON, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF COLUSA) §
CITY OF COLUSA)

I, Barbara Johnson, City Clerk of the City of Colusa, do hereby certify that the foregoing is a true and correct copy of Resolution No. 04-24 adopted by the City Council of the City of Colusa, California at a regular meeting thereof held on the 1st day of June 2004 by the following vote:

AYES:	Walker, Crippen, Reische, Rogers & Biggs.
NOES:	None.
ABSENT:	None.


Barbara Johnson, City Clerk



City of Colusa California

STAFF REPORT

DATE: July 15th, 2025

TO: Mayor and Members of the City Council

FROM: Ishrat Aziz-Khan, through Jesse Cain, City Manager

AGENDA ITEM:

Consideration of Resolution Approving to Authorize Placement of Solid Waste Liens from Recology on the 2025-26 County Property Tax Roll.

Recommendation:

Council to adopt the resolution authorizing delinquent solid waste liens on “Exhibit A” to be placed on the 2025-26 City Property Tax Roll with the County.

BACKGROUND ANALYSIS:

The City’s Recology Franchise Agreement and City Ordinance No. 535 require a mandatory solid waste service within the City limits. The agreement authorizes Recology, on an annual basis, to collect outstanding solid waste accounts by placing the delinquent accounts and administration fees on the property owner’s tax bill for collection.

Recology must send at least two delinquent notices to the customers and property owners before proceeding with a public hearing. Three courtesy notices were sent to the customers and property owners for delinquent amounts on February 2025, 2nd on May 2025, and final on June 24th, 2025. The delinquent balances are for services from March 31st, 2024, through March 31st, 2025. It should be noted that the addresses used to mail both notices came from the latest Assessor Tax Roll (2024), which may not reflect recent sales or transfers of property. The third notice includes the delinquent solid waste account amount and the associated administration fees. “Exhibit A” consists of all delinquencies and administration fees.

The City’s administration fee is \$47 for each lien placed on the property owner’s tax bill.

On The updated list was received on July 8th, 2025, from Recology, after Recology addressed the customer complaints.

BUDGET IMPACT:

City Administration Fee Revenue is estimated to be \$57,661 to the General Fund. The more accurate numbers will be determined upon the final list.

ATTACHMENTS:

Resolution 25-__

Exhibit "A"

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY OF COLUSA CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS FOR THE FISCAL YEAR 2024-25 ON THE 2025-26 PROPERTY TAX ROLL

WHEREAS, the notices and fees for the purpose of the collection of delinquent garbage bills to Recology to be included on the regular County property tax bill for property owners of the City of Colusa were completed on July 15th, 2025; and

WHEREAS, the City is placing the delinquent solid waste liens (Exhibit “A” on the Colusa County secured property tax roll for collection; and

WHEREAS, the City has complied with the Recology Franchise Agreement and City of Colusa Ordinance No. 535 pertaining to the levy of the solid waste tax lien.

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Effective Date. This Resolution shall be effective immediately.

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

PASSED and ADOPTED this 15th day of July 2025 by the following vote:

AYES

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

Attest:

Shelly Kittle, City Clerk

Exhibit A

Parcel Number	Past Due Amt+ Fees
001-051-003-000	2979.71
017-030-118-000	7505.8
001-092-011-000	834.25
002-011-005-000	2804.06
001-203-003-000	681.28
001-081-011-000	551.34
001-083-006-000	413.25
001-253-004-000	418.04
001-092-006-000	176.27
001-235-005-000	1617.74
017-130-134-000	233.33
002-120-011-000	9083.65
001-303-003-000	3099.01
001-226-003-000	878.75
015-200-074-000	289.91
001-293-007-000	584.33
002-290-011-000	705.17
001-172-002-000	588.75
001-276-001-000	731.54
001-135-012-000	584.33
001-096-004-000	337.12
001-133-009-000	819.11
001-291-005-000	324.21
002-191-011-000	164.44
002-183-014-000	731.54
002-290-002-000	707.23
015-320-035-000	731.54
002-340-034-000	289.91
001-211-006-000	437.12
001-054-001-000	289.91
002-143-004-000	282.63
002-031-003-000	793.8
001-144-012-000	793.81
001-086-005-000	913.23
001-284-014-000	731.54
002-032-012-000	490.05
002-142-004-000	289.91
002-202-003-000	409.39
001-125-002-000	793.82
001-011-004-000	584.33
002-181-008-000	750.07
002-300-029-000	479.62
001-276-007-000	731.54
001-121-006-000	711.57
002-024-002-000	731.54

002-110-030-000	233.37
015-230-032-000	352.37
001-151-010-000	705.17
002-340-028-000	471.47
001-046-001-000	289.91
001-141-011-000	337.87
001-205-007-000	531.54
002-182-003-000	423.83
002-144-008-000	783.56
002-144-007-000	289.91
002-021-013-000	289.91
001-276-002-000	793.66
002-141-002-000	283.16
001-203-006-000	793.8
001-273-008-000	289.91
015-370-013-000	236.54
001-146-005-000	289.91
001-284-010-000	649.82
002-212-002-000	289.91
001-134-007-000	289.91
001-201-011-000	294.2
001-254-009-000	285.71
001-152-008-000	289.91
002-340-025-000	289.91
001-256-002-000	173.47
002-181-007-000	779.14
001-306-002-000	200.76
001-295-001-000	793.81
002-033-004-000	878.75
001-244-008-000	568.39
002-212-008-000	433.68
001-105-008-000	793.85
001-211-003-000	435.74
001-294-005-000	283.05
002-024-013-000	734.48
015-370-011-000	1323.58
002-060-003-000	793
001-155-008-000	289.91
002-215-011-000	437.12
001-154-013-000	330.44
001-203-008-000	584.33
001-253-004-000	2623.34
001-085-006-000	289.91
002-250-002-000	793.81
002-023-012-000	176.72
001-202-020-000	289.91
002-042-005-000	832
002-181-003-000	876.58
015-153-011-000	713.6

015-370-010-000	437.12
015-230-043-000	793.74
001-146-006-000	289.91
001-011-001-000	388.03
015-200-059-000	793.62
001-076-007-000	289.91
001-111-003-000	773.48
001-011-003-000	708.35
002-110-009-000	678.75
002-204-009-000	731.54
001-074-001-000	289.91
001-244-008-000	241.54
001-134-009-000	444.86
002-060-010-000	303.83
002-050-051-000	778.75
002-215-008-000	878.75
002-300-030-000	793.8
001-293-008-000	731.54
002-060-020-000	283.16
002-150-016-000	289.91
002-021-001-000	793.8
002-032-015-000	481.54
001-151-005-000	811.17
001-196-001-000	289.91
015-210-034-000	364.33
002-050-002-000	678.75
002-191-009-000	386.54
001-203-009-000	584.33
002-240-014-000	236.65
002-141-003-000	779.6
001-156-002-000	878.75
015-240-017-000	288.91
001-291-012-000	289.91
001-241-041-000	731.54
001-074-003-000	1324.58
002-060-024-000	793.8
001-144-010-000	733.68
015-370-036-000	878.75
002-206-012-000	289.91
002-202-001-000	337.12
002-050-028-000	878.75
002-050-040-000	435.82
002-240-029-000	811.46
002-250-005-000	751.89
002-050-011-000	790.14
002-050-030-000	721.22
002-230-002-000	376.6
001-143-012-000	711.38
002-183-003-000	437.12

001-206-005-000	167.53
001-134-006-000	685
002-320-005-000	167.91
001-304-002-000	584.33
002-042-004-000	321.69
001-086-002-000	283.16
001-273-001-000	289.91
002-260-023-000	733.68
001-182-009-000	769.53
001-244-004-000	722.06
015-151-011-000	790.14
001-303-006-000	743.75
015-320-021-000	174.48
001-136-004-000	731.54
001-251-008-000	677.67
001-251-008-000	806.1
002-250-001-000	589.05
002-110-023-000	734.39
002-031-006-000	739.73
002-240-025-000	244.33



City of Colusa California

STAFF REPORT

DATE: July 15th, 2025

TO: Mayor and Members of the City Council

FROM: Ishrat Aziz-Khan, through Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution approving to Initiate Proceedings of intent to Levy the Walnut Ranch Assessment District for FY 2025-26, accept the preliminary engineer's report, confirming diagram and maps.

.

Recommendation:

1. Open the public hearing and;
2. Council to adopt the Resolution to approve the engineer's report, confirming diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2025-26 for the City of Colusa Walnut Ranch Assessment District.

BACKGROUND ANALYSIS:

The Walnut Ranch Landscape and Lighting District was created in November 2016 for the purpose of providing maintenance, operation, and improvement of the streets, utilities, drainage, sidewalks, curbs, gutters, landscaping, and street lighting with the Walnut Ranch development. As outlined on page 7 of the engineer's report, the FY 2025-26 Single Family Equivalent Unit assessment is \$332.22.

BUDGET IMPACT:

The Walnut Ranch Assessment District will continue to utilize the assessment fund balance until funds are no longer available. Walnut Ranch Assessment District's anticipated Revenue is \$24,252. Please note that the final accounting may modify these final figures.

ATTACHMENTS:

Resolution 25-____

*The engineer's report is on file with the City Clerk

RESOLUTION NO. 25- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA DECLARING AN INTENTION TO INITIATE PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE WALNUT RANCH PUBLIC FACILITIES ASSESSMENT DISTRICT

WHEREAS, in order to finance the costs of the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, tennis courts, sprinkler systems, swimming pools, park grounds, park facilities, landscape corridors, publicly owned trees, street frontages, running tracks, and turf areas, as applicable, for property owned or maintained by the City of Colusa (the “Improvements”); and

WHEREAS, to equitably distribute the costs among benefited landowners, the City Council (the “Council”) of the City of Colusa (the “City”), County of Colusa, State of California, has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Sections 22500 *et seq.* (the “Act”) to levy assessments for Fiscal Year 2025-2026.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Proposal to Levy Assessments. The City Council proposes to levy assessments for Fiscal Year 2025-2026 for the Walnut Ranch Public Facilities Assessment District (“the District”).
3. Description of Improvements. The operations and maintenance to be financed by assessments levied in the District consist of public improvements, including but not limited to, pavement, sidewalks, curbs and gutters, turf, ground cover, shrubs and trees, landscaping, irrigation systems, drainage systems including a stormwater detention basin, fencing, lighting, and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property within the District that is owned or maintained by the City of Colusa (the “Improvements”).
4. Appointment of Engineer. The City Council hereby retains CEC Engineering as an engineer (the “Engineer”) for all purposes of proceedings undertaken by the City with respect to the assessment district.
5. Effective Date. This Resolution shall be effective immediately and the public hearing is set for the next council meeting.

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

PASSED and ADOPTED on the 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

Attest:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: July 15th, 2025

TO: Mayor and Members of the City Council

FROM: Ishrat Aziz-Khan, through Jesse Cain, City Manager

AGENDA ITEM:

Consideration of Resolution Approving to initiate Proceedings of intent to annually Levy City of Colusa Districts Community Facilities District (CFD) 2-2020 for Fiscal Year 2025-26, accept preliminary engineer's reports, and include a public hearing.

Recommendation:

1. Conduct public hearings.
2. Approve the engineer's report, which confirms diagram maps and parcels within the assessment district and order the levy of assessment for FY 2025-26 for the City of Colusa CFD 2-2020.

BACKGROUND ANALYSIS:

The City of Colusa Community Facilities District No 2-2020 was created in 2019 to provide funding for the improvements, maintenance, and servicing of infrastructure such as landscaping, park grounds, park facilities, landscape corridors, publicly owned trees, street frontages, streets, curbs, gutters, sidewalks, water sewer, and storm drain.

BUDGET IMPACT:

The 2025 approved assessment rate per Single Family Equivalent (SFE) unit is \$426.67 for a total assessment of \$58,407.84. This district requires no additional funds from the City of Colusa General Fund. Note: This amount is approximate and could vary by no more than 10% at the time of filing.

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA DECLARING
AN INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2025-
26 FOR THE CITY OF COLUSA COMMUNITY FACILITIES DISTRICT 2-2020**

WHEREAS, the City Council (the "Council") of the City of Colusa (the "City"), County of Colusa, State of California, previously adopted a Resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 et. seq. (the "Act"), to levy and collect assessments for Fiscal Year 2024/2025 for the City of Colusa Community Facilities District (CFD) 2-2020; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk a report for Fiscal Year 2025/2026 (the "Engineer's Report") in accordance with the Act; and

WHEREAS, the approval of the assessments proposed by this Resolution will be for the purpose of meeting operating expenses and purchasing supplies, equipment, or materials necessary to maintain service with the existing service areas.

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Description of Improvements. The purpose of the District is generally described as the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, water, sewer, storm drainage, lighting police and fire services, street sweeping, park facilities, landscape corridors, publicly owned trees, street frontages, and turf areas, as applicable, for any property owned or maintained by the City of Colusa (the "Improvements").
3. Location of District. The City of Colusa Community Facilities District ("District") 2-2020 consists of the lots and parcels shown on the boundary maps of the Assessment District on file with the City, and reference is hereby made to such map for further particulars.
4. Declaration of Intention. It is the intention of this Council to levy and collect the continued assessments within the Assessment District for fiscal year 2025-26.
5. Approval of Engineer's Report. California Engineering Company Inc., the Engineer of Work, has prepared the Engineer's Reports (the "Report") in accordance with Section 22565, *et seq.*, of the California Streets and Highways Code. The Report has been made, filed with the City Clerk, and duly considered by the Council and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Reports for all subsequent proceedings under and pursuant to the foregoing

resolution.

6. Reference to Engineer's Reports for Particulars. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the Assessment District, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

7. Amount of Assessment. The City of Colusa Community Facilities District 2-2020 assessments for fiscal year 2025-26 are not proposed to increase. The assessment rate for fiscal year 2025-26 is \$426.67 per single family equivalent benefit unit.

8. Notice of Public Hearing. The public hearing shall be held before this Council in the City Council chambers of the City of Colusa, located at 425 Webster Street, Colusa, CA 95932, on July 15th at the hour of 6:00 o'clock p.m. for the purpose of allowing public testimony regarding the proposed continuation of assessments and for the City's final action upon the Engineer's Reports and assessments therein.

9. Publication of Resolution. The City Clerk shall cause a notice of the hearing to be given by publishing a copy of this Resolution once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the City of Colusa.

10. Effective Date. This Resolution shall be effective immediately.

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

PASSED and ADOPTED on the 15th day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

ATTEST:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: July 15th, 2025
TO: Mayor and Members of the City Council
FROM: Ishrat Aziz-Khan, through Jesse Cain, City Manager

AGENDA ITEM:

Consideration of Resolution Approving to initiate Proceedings of intent to hold a public hearing approving the engineer's report, confirming diagram maps, and ordering the levy on parcels for FY 2025-26 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

Recommendation:

1. Conduct public hearings.
2. Approve engineer's reports which confirm diagram maps and parcels within the assessment districts and order the levy of assessment for FY 2025-26 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

BACKGROUND ANALYSIS:

The Colusa Meadows West Public Facilities Assessment District was created in 2006 to provide maintenance, operation, and improvement of the streets, utilities, drainage, sidewalks, curbs, gutters, landscaping, and street lighting, within the Colusa Meadows West development, and to provide maintenance, operation and improvement of neighborhood park facilities. As outlined on page 18 of the engineer's report, the FY 2025-26 Single Family Equivalent Unit assessment is \$556.00.

The Hoblit Public Facilities Assessment District was created in 2007 to provide maintenance, operation, and improvement of the streets, utilities, drainage, sidewalks, curbs, gutters, landscaping, and street lighting, within the Hoblit development. As outlined on page 18 of the engineer's report, the FY 2025-26 Single Family Equivalent Unit assessment is \$541.66.

BUDGET IMPACT:

The Colusa Meadows West Public Facilities Assessment District projected revenues and expenditures for FY 2025-26 are \$10,008. The Hoblit Public Facilities Assessment District projected revenues and expenditures for FY 2025-26 are \$6,500.

ATTACHMENT:

Resolution

The Engineers report is on file with the City Clerk

RESOLUTION No. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA DECLARING AN INTENTION TO INITIATE PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE HOBLIT PUBLIC FACILITIES ASSESSMENT DISTRICT AND COLUSA MEADOWS WEST PUBLIC FACILITIES

WHEREAS, in order to finance the costs of the installation, maintenance, and servicing of public facilities, including but not limited to, landscaping, tennis courts, sprinkler systems, swimming pools, park grounds, park facilities, landscape corridors, publicly owned trees, street frontages, running tracks, and turf areas, as applicable, for property owned or maintained by the City of Colusa (the "Improvements"); and

WHEREAS, to equitably distribute the costs among benefited landowners, the City Council (the "Council") of the City of Colusa (the "City"), County of Colusa, State of California, has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Sections 22500 *et seq.* (the "Act") to levy assessments for Fiscal Year 2025/2026.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Proposal to Levy Assessments. The City Council proposes to levy assessments for Fiscal Year 2025/2026 for the Hoblit Public Facilities Assessment and Colusa Meadows West Public District ("the Districts").
3. Description of Improvements. The operations and maintenance to be financed by assessments levied in the District consist of public improvements, including but not limited to, pavement, sidewalks, curbs and gutters, turf, ground cover, shrubs and trees, landscaping, irrigation systems, drainage systems including a stormwater detention basin, fencing, lighting, and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property within the District that is owned or maintained by the City of Colusa (the "Improvements").
4. Appointment of Engineer. The City Council hereby retains CEC Engineering as an engineer (the "Engineer") for all purposes of proceedings undertaken by the City concerning the assessment district.
5. Effective Date. This Resolution shall be effective immediately.

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

PASSED and ADOPTED this on 15th day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CORDINEZ, MAYOR

ATTEST:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: May 15th, 2025

TO: Mayor and Members of the City Council

FROM: Ishrat Aziz-Khan, through Jesse Cain, City Manager

AGENDA ITEM:

Consideration of Resolution Approving to Initiate Proceedings of intent to Hold a public hearing to approve the engineer's reports, confirm diagram maps, and order the levy on parcels for FY 2025-26 for the City of Colusa Parks, Trees & Pool Improvement District.

Recommendation:

1. Conduct public hearings.
2. Approve the engineer's report which confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2025-26 for the City of Colusa Parks, Trees & Pool Improvement District.

BACKGROUND ANALYSIS:

The City of Colusa Parks, Trees & Pool Improvement District was created in 1996 to provide funding for the improvements, maintenance and servicing of swimming pools, landscaping, tennis courts, sprinkler systems, park grounds, park facilities, landscape corridors, publicly owned trees, street frontages, running tracks, turf areas and other recreational facilities in the City. The 1996 approved assessment rate per Single Family Equivalent (SFE) unit is \$36.00 without provisional annual CPI adjustments. A Resolution was previously adopted which was the intent to collect and levy along with the engineer's report.

BUDGET IMPACT:

The City of Colusa Parks, Trees & Pool Improvement District projected revenues are estimated to be \$93,132 and expenditures for FY 2025-26 are \$295,868. The excess expenditures of \$202,736 will be covered by the City of Colusa General Fund. Please Note: as of the date of this staff report the County assessor's office was in the process of providing information related to this assessment district, so these numbers are likely to change, but not more than 10%.

ATTACHMENT:

Resolution

None - The engineer's report is on file with the City Clerk

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA DECLARING AN INTENTION TO INITIATE PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE PARKS, TREES, AND POOLS IMPROVEMENT PUBLIC FACILITIES ASSESSMENT DISTRICT

WHEREAS, in order to finance the costs of the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, tennis courts, sprinkler systems, swimming pools, park grounds, park facilities, landscape corridors, publicly owned trees, street frontages, running tracks and turf areas, as applicable, for property owned or maintained by the City of Colusa (the “Improvements”); and

WHEREAS, to equitably distribute the costs among benefited landowners, the City Council (the “Council”) of the City of Colusa (the “City”), County of Colusa, State of California, has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Sections 22500 *et seq.* (the “Act”) to levy assessments for Fiscal Year 2025/2026.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Proposal to Levy Assessments. The City Council proposes to levy assessments for Fiscal Year 2025/2026 for the Parks, Trees, and Pools Improvement Public Facilities Assessment District (“the District”).
3. Description of Improvements. The operations and maintenance to be financed by assessments levied in the District consist of: public improvements, including but not limited to, pavement, sidewalks, curbs and gutters, turf, ground cover, shrubs and trees, landscaping, irrigation systems, drainage systems including a stormwater detention basin, fencing, lighting, and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property within the District that is owned or maintained by the City of Colusa (the “Improvements”).
4. Appointment of Engineer. The City Council hereby retains CEC Engineering as an engineer (the “Engineer”) for all purposes of proceedings undertaken by the City with respect to the assessment district.
5. Effective Date. This Resolution shall be effective immediately.

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

PASSED and ADOPTED this on the 15th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

RYAN CODORNIZ, MAYOR

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: July 15th, 2025
TO: Mayor and Members of Council
FROM: David Swartz, City Engineer, and Jesse Cain, City Manager

AGENDA ITEM: Bid Award Wescott Road Rehabilitation Project

Recommendation: Council approve Resolution 25- ____ for the City Manager to execute a contract with Lamb Unlimited General Engineering Construction, in an amount of \$3,949,004 which includes both the base bid and bid additive alternate.

BACKGROUND ANALYSIS:

This project dates back to 2007 when the City originally submitted its FACT SHEET, and application to the 2006 State Transportation Improvement Program (STIP), for the rehabilitation of Wescott Road.

Wescott Road is designated as a Collector Street pursuant to the City of Colusa General Plan, Section 4.0 – Circulation Element. As of the 2007 transportation system evaluation, Wescott Road was operating at a Level of Service (LOS) E, indicating severe congestion and degraded operational efficiency, nearing the lowest possible service level.

Since that time, the corridor has experienced increased vehicular demand due to continued population growth, intensified residential development, and expanded agricultural operations generating high volumes of heavy vehicle traffic. These compounding factors have contributed to significant pavement deterioration, geometric wear, and compromised structural integrity. Based on current field observations and qualitative analysis, it is reasonable to infer that Wescott Road now functions at a speculative LOS F, the lowest classification, signifying unacceptable congestion, significant delays, and poor surface conditions that adversely affect safety and mobility.

In 2013 through the STIP program, the City received funds which provided for the engineering plans, environmental review, specifications and bid documents for Wescott Road.

In March of this year 2025 the City received notification of eligibility to utilize approximately \$4.2 of funding and proceed with construction of Wescott Road, and received approval to bid the project in April.

The project was placed out to bid in late May, and was publicly bid, during the month of June and bids were opened on July 1st. The City received 6 Bids, (see attached).

BUDGET IMPACT: \$4.2M – Funded 100% by STIP

STAFF RECOMMENDATION: Council to approve Resolution 25-____ approving the City Manager to sign and execute a contract with Lamb Unlimited General Engineering Construction, in an amount of \$3,949,004.

ATTACHMENT:

Resolution
Bids

RESOLUTION NO. 25-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH LAMB UNLIMITED
GENERAL ENGINEERING CONTRACTOR, INC. FOR THE WESCOTT ROAD
REHABILITATION PROJECT**

WHEREAS, the City of Colusa has an ongoing obligation and policy priority to enhance and maintain the integrity, safety, and functionality of its transportation infrastructure; and

WHEREAS, Wescott Road, classified as a collector roadway, was identified in the City's 2007 transportation improvement planning efforts and initial application, as requiring rehabilitation improvements between Lois Lane and Walnut Tree Drive, encompassing approximately 4,800 linear feet; and

WHEREAS, in Fiscal Year 2013–2014, the City secured funding through the State Transportation Improvement Program (STIP) to facilitate the development of construction-ready design plans, engineering specifications, and environmental compliance documentation for said improvements; and

WHEREAS, in May 2025, the City received authorization to proceed with project construction from the California Department of Transportation, with a total project budget not to exceed \$4.2 million; and

WHEREAS, pursuant to California Public Contract Code and local ordinance, the City advertised a formal Invitation for Bids (IFB) for the Wescott Road Rehabilitation Project, which resulted in the receipt of six (6) qualified bids; and

WHEREAS, the City evaluated all bids received in accordance with applicable criteria, determined solely on the base bid pricing, and determined that Lamb Unlimited General Engineering Contractor, Inc. submitted the lowest responsive and responsible bid; and

WHEREAS, it is in the City's interest to enter into a public works contract with Lamb Unlimited General Engineering Contractor, Inc. to carry out all elements of the approved project scope.

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

The City Council hereby authorizes the City Manager, or their designee, to execute a public works construction agreement with Lamb Unlimited General Engineering Contractor, Inc. in a form approved by the City Attorney, in an amount consistent with the awarded base bid and selected additive alternate(s), and to take all actions necessary to administer and implement said contract in support of the Wescott Road Rehabilitation Project.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 15th day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

ATTEST:

Shelly Kittle, City Clerk

City of Colusa

Wescott Road Rehabilitation Project

Bid Opening Results

Date: July 1, 2025

Time: 2:00 PM

Location: Colusa City Hall, 425 Webster Street, Colusa, CA 95932

1. Project Overview

Project Name: Wescott Road Rehabilitation Project

Agency: City of Colusa

Project Description: Asphalt pavement rehabilitation, grading, paving, striping, signage, minor concrete work, and underground utility work.

2. Bid Summary Table

Bidder Name	Base Bid Amount	Additive Alternates
Lamb Unlimited	3,537,246	411,758
George Reed	3,680,985	692,740
Lund	3,987,159	530,020
Teichert	4,219,107	1,409,571
Stemple Wiebelhaus	4,428,015	262,150
R&R Horn	4,737,000	584,345
Engineers Cost Estimate	3,551,220	162,050

3. Bid Opening Conducted By

- Shelly Kittle, City Clerk
- Jesse Cain, City Manager
- David Swartz, PE, PLS, City Engineer

4. Notes

- All bids are subject to a thorough review for responsiveness, responsibility, and compliance with project specifications.
- The lowest responsible and responsive bidder will be recommended for award, pending final verification.
- The City of Colusa reserves the right to reject any or all bids and waive any informalities or irregularities.

- The bid award and lowest responsive bidder shall be determined and awarded based solely on the results of the “base bid”, and shall not include a cumulative amount to include the bid additive alternate.



City of Colusa California

STAFF REPORT

DATE: July 15, 2025
TO: City of Colusa Mayor and Council Members
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of City Loan to Amar Cheema

Recommendation: Staff recommends that the City Council approve a \$1.8 million loan from the General Fund Reserves to Colusa Town and Country at 10% interest for a term of four (4) years. The loan is to be used solely for the construction and improvement of City-owned streets and public infrastructure within the Wescot road realignment project area. The City of Colusa will be first on title until the project is completed and accepted by the city and the loan is fully repaid

BACKGROUND ANALYSIS:

The Wescot road realignment project is a development project with the potential to deliver significant economic benefits to the City of Colusa. The project includes residential and commercial components, and once completed, it is expected to create both temporary construction jobs and long-term employment opportunities, along with increased property and sales tax revenues for the City.

The project requires certain critical infrastructure improvements, including streets, curbs, gutters, storm drains, and other City-owned assets. To ensure these improvements are completed to City standards and on schedule, Colusa Town and Country has requested financial assistance from the City in the form of a loan from the General Fund Reserves

The proposed loan of \$1.8 million will be structured as follows:

- **Loan Amount:** \$1,800,000
- **Interest Rate:** 10%
- **Term:** 4 years
- **Repayment Structure:** Interest-only payments due quarterly, beginning December 31, 2025, with a balloon payment of the principal due at the end of the 4-year term
- **Use of Funds:** Restricted to costs directly related to the construction and improvement of City-owned streets and infrastructure within the project

- **Security:** The City of Colusa will be recorded as first on title until the project is completed, accepted by the City, and the loan is paid in full

The City will execute a promissory note and deed of trust to secure the loan. All construction activities funded by this loan will be subject to City inspection and acceptance to ensure quality and compliance with municipal standards

ECONOMIC BENEFITS TO THE CITY:

This loan will enable the timely completion of critical infrastructure, thereby accelerating the overall development of the project. Economic benefits include:

- **Job Creation:** Construction and related trades will benefit from the immediate creation of jobs during the infrastructure phase
- **Increased Property Values:** New development will raise surrounding property values, enhancing the City's tax base
- **Sales and Property Tax Revenues:** Upon completion, the project will generate ongoing revenues from sales taxes (from commercial tenants) and property taxes (from new residential and commercial assessments)
- **Local Economic Stimulus:** The development will drive consumer traffic, potentially attracting additional businesses to the area

This loan represents a fiscally responsible way to support a strategic development project that aligns with the City's long-term economic goals. The investment will yield both direct financial returns through interest and broader community benefits through job creation, infrastructure improvements, and enhanced tax revenues.

Fiscal Impact

The loan will be drawn from the City's General Fund Reserves, which currently have sufficient capacity to fund the loan without compromising existing obligations or operations.

The City's priority lien on the project ensures that the public investment is well protected until the loan is satisfied in full

BUDGET IMPACT:

STAFF RECOMMENDATION: Staff recommends the adoption of the resolution as presented.

ATTACHMENTS:

Resolution 25
Town and County's proposal
Cheema offsite contract
Draft Loan agreement

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROMISSORY NOTE AND DEEDS OF TRUST TO SECURE THE LOAN

WHEREAS, the City of Colusa City Council authorizes the City Manager to execute all documents needed to ensure that the City of Colusa is protected and

WHEREAS, the City of Colusa City Council agrees that this is an economic benefit to the City of Colusa; and

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. The City Council of the City of Colusa hereby authorizes the City Manager to execute any and all documents to protect the City of Colusa.
3. Effective Date. This Resolution shall be effective immediately.

Passed and adopted this 15th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

Attest:

Shelly Kittle, City Clerk



June 9, 2025

Amar Cheema
Sutter Equities

COLUSA TOWN CENTER – Frontage Improvements

Amar,

Town & Country Contractors, Inc is please to submit fixed pricing for the work outlined below at Colusa Town Center – Frontage Improvements.

Price is based on drawing by Barghausen Consulting Engineers dated 6/22/2023 and a site visit.

OFFSITE WORK

1. Demolition
 - i. Drain inlet, 14,757 Sf of Asphalt, 5,664 Sf of Sidewalk, Driveway, Curb and gutter, Fence, 19 Trees.
2. Grading
 - i. 90,033 Sf of clearing and grubbing, 42,755 Sf of process and compaction, cut to fill, exporting, grade swales, 15,528 Sf of AB over subgrade.
3. Paving
 - i. 17,252 Sf of 2.5" RHMA-G Over 25 of HMA Type A Over 18" Of AB, 2,700 Sf of 4" HMA Type A Of AC over 14.5" Of AB over subgrade
4. Sanitary Sewer System
 - i. 54 Lf of 8" PVC, 30 Lf of 6" PVC, Manhole, Clean out.
5. Storm Drain System
 - i. 63 Lf of 36" SD, 14 Lf of 18" SD, 42 Lf of 12" SD, 60" Manhole, 48" Manhole, Type G4 drain inlet, Type G1 drain inlet, 24x48" curb inlet, rock dissipation, flow control structure with weir.
6. Water System
 - i. 52 Lf of 8" DIP, 25 Lf of 6" DIP, 42 Lf of 8" C900, Fire hydrant, Water stub

Dry Utility Work

7. Traffic Signal / Street Lighting
 - i. (4) Traffic signal poles and foundation, pull box, conduits, conductors, removing misc. (4) light poles and flashing signs.
8. Electrical
 - i. 980 Lf of 4" primary conduit, 48 Lf of 6" primary conduit, (1) transformer pad, PMI-9 interrupter pad, junction pad.
9. Gas
 - i. 610 Lf of 4" Gas line, Gas tie in.
10. Telephone
 - i. 2,020 Lf of Frontier 4" DB120 Conduit, (3) Splice vaults
11. CCTV (Budget cost, no drawings)
 - i. 2,576 Lf of 2" conduits, (5) pull boxes.

3206 Luyung Drive
Rancho Cordova, CA 95742

Phone: (916) 636-9500
Fax: (916) 636-9507
www.TCContractors.com

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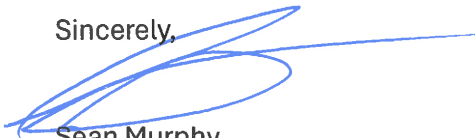
OFFSITE CONCRETE

1,090 SF	Vertical Curb		11,338 SF	Sidewalks
207 LF	Curb		1,524 LF	Curb and Gutter
45 LF	Deep Curb		442 SF	Driveway
126 LF	Concrete Swale		16 EA	Truncated Domes

CLARIFICATIONS

- Existing Building and structure demolition is excluded from this proposal.
- All PG&E structures are excluded in this proposal.
- Main Switchgear is estimated 1 year. MSB will not be ordered till TCCI receives written approval from the owner.
- All Caltrans-related bonds and documents are excluded. Additional cost(s) will be incurred for TCCI to provide any bonds on this project.
- Any existing utility poles, boxes and conduits that are not clearly marked on the drawings for relocation and/or removal are to be done by the utility company.
- All work is based on normal business hours (Monday – Friday, 7AM – 5PM), any work requested to be done outside of that time will require an additional cost.
- Proposal does not include any specialty Traffic Control (i.e., K Rails)
- All utility excavations will be done using a John Deere 310 backhoe or similar. If the ground is too hard or is rock like conditions. There will be a change order to deal with the soil condition. No hammering or blasting is included in this proposal.
- No work can commence until TCCI receives a signed contract, all project related permits and construction drawings approved by City/County/Jurisdiction.
- This proposal does not include special testing (compaction, structural observation, concrete testing etc...). This work will be contracted by the owner.
- Owner/Civil Engineer will provide CAD electronic file to TCCI for grade and building staking. Property corners will be marked by owner.
- TCCI will implement owner provided SWPPP Plan. Monthly monitoring and reporting are not included.
- Proposal excludes any significant changes from the bid set of drawings to the permit drawings.
- Any price increases due to scope change or material price increase will be paid by the owner. All material pricing is held for 30 days.
- All permit fees, utility fees, and meters are to be furnished by the owner. Town and Country Contractors, Inc. will assist the owner as necessary to obtain permits.
- This project will be completed safely, ethically, on time, and within budget.
- Proposal is valid for 90 days from the date listed above.

Sincerely,



Sean Murphy,
CEO/Owner

COST BREAKDOWN	
GENERAL CONDITIONS	\$50,000
SURVEY	\$25,000
DEMOLITION	\$148,732
OFFSITE GRADING/SUBGRADING	\$397,016
OFFSITE PAVING	\$361,876
OFFSITE UNDERGROUND SD/S	\$546,029
DRY UTILITY WORK	\$389,507
TRAFFIC SIGNAL	\$564,786
OFFSITE CONCRETE	\$270,757
LABOR/SUPERVISION/OHP	\$320,470
2025 CONSTRUCTION TOTAL	\$3,074,173

2023 CONSTRUCTION TOTAL	\$2,448,177
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ASSOCIATED
GENERAL CONTRACTORS
OF CALIFORNIA

**STANDARD FORM PRIME CONTRACT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT (the "Contract") is entered into this 3rd day of July 2025 between _

AMAR CHEEMA ("Owner")
(Name of Owner)

and TOWN & COUNTRY CONTRACTORS, INC. ("Contractor")
(Name of Contractor)

(California Contractor License No. 2238112) in connection with that work of
improvement known as COLUSA TOWN CENTER - OFFSITE IMPROVEMENTS,

to be constructed for Owner located at 1601 HWY 20, COLUSA, CA.
(Project Address)

Assessor's Parcel No. 002-120-025 & 002-011-0004 (the "Project").

The Construction Lender for the Project is the NONE Branch
of

located at
(Name of Lender)

;

;
(Branch Manager) (Loan Number)

The Architect/Engineer for the Project is BARGHAUSEN ENGINEERING CONSULTANTS
 ,
(Name)

18218 72ND AVENUE SOUNTH, KENT, WASHINGTON 98032
(address)

The Owner wishes to engage the Contractor to perform the Work, as defined below, on the
terms and conditions set forth in the Contract Documents, as defined below.

NOW THEREFORE, the parties agree as follows:

A. The Contractor shall perform the Work in compliance with the Contract Documents, which
consist of this Contract (including the General Conditions), the attached Schedules, and any
supplementary, special or other conditions, drawings, specifications, all addenda issued prior to the
execution of this Contract, and all change orders, modifications, and amendments issued after execution
of this Contract. The Contract Documents are specifically enumerated in the attached Schedule A.



B. The Contractor shall supply all labor, materials, equipment and supervision necessary to complete all of the work described in the attached Schedule B (the "Work").

C. The Work shall be commenced and completed according to the Project Schedule attached as Schedule C, subject to such extensions and modifications as are made pursuant to the Contract Documents.

D. The Owner shall pay the Contractor in current funds for the performance of Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of \$ 3,074,173, more fully described in attached Schedule D. All provisions regarding retention, security in lieu of retention, and liquidated damages, are fully set forth in Schedule D.

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

In this Contract, the following definitions shall apply:

1.1 Architect/Engineer - the person, partnership or corporation retained by the Owner for the design and observation of the Work

1.2 Contract - the signed agreement between the Owner and the Contractor that is a part of the Contract Documents.

1.3 Contract Documents - as defined in Paragraph 2.1.

1.4 Contractor - the person, partnership or corporation signatory to the Contract who is to perform the Work in accordance with the Contract Documents.

1.5 Contract Price - the total compensation to be paid to the Contractor for the performance of the Work, as may be amended during the course of performance of the Contract Work.

1.6 Contract Time - the number of calendar days as set forth in the Contract, as may be amended by the Contract Documents, during which Substantial Completion of the Work shall be achieved.

1.7 Final Completion - the completion of the Work, including the submission of all final releases, documents and manuals required by the Contract Documents.

1.8 Owner - the person, partnership or corporation signatory to the Contract to whom the Contractor is responsible for the performance of the Work, or the authorized representative designated by the Owner in writing, on whose authority, acts, and instructions the Contractor may rely, unless otherwise limited in writing by the Owner.

1.9 Project - the facility or structure(s) to be constructed as part of the Work.

1.10 Subcontractor- any person, partnership or corporation which has a contract with the Contractor to furnish labor, material or equipment as part of the Work.

1.11 Substantial Completion - the point in the progress of the Work when the Owner may use the Project for the purpose intended, and represents the first day of the one year warranty period.

1.12 Work - the total of the Contractor's responsibilities as set forth in the Contract Documents, including but not limited to the construction of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

2.1 The Contract Documents shall consist of those documents set forth in Schedule A attached to this Contract, and all change orders, modifications and amendments issued after execution of this Contract.

2.2 The following rules, in addition to those generally applicable to contracts, shall govern the interpretation of the Contract:

2.2.1 The Contract Documents are complementary and what is required by any document shall be as binding as if required by all.

2.2.2 In case of conflict between drawings and specifications, specifications shall govern.

2.2.3 Materials or work described in words which, so applied, have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.3 The responsibility for design, drawings, specifications and submittals shall be as follows:

2.3.1 The Owner shall be responsible for the adequacy of design and sufficiency of the drawings and specifications.

2.3.2 The Owner, through the Architect/Engineer, shall furnish drawings and specifications which adequately and accurately represent the requirements of the Work. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments of them. The Contractor will be furnished free of charge as many copies of drawings and specifications reasonably necessary for distribution to subcontractors for the execution of the Work.

2.3.3 All drawings and specifications furnished to the Contractor shall not be reused on other work. With the exception of one document set, all sets are to be returned to the Owner on request at the completion of the Work. The parties may permit Subcontractors to retain plan sets, if reasonably necessary for a valid purpose.

2.3.4 If the Contractor in the course of the Work finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by survey points and instructions, he shall promptly inform the Owner or Architect/Engineer, in writing, and the Architect/Engineer shall promptly verify the same. Any work done after such discovery, except authorized, shall be done at the Contractor's risk.

2.3.5 All shop drawings, submittals and other documents furnished by the Contractor or its Subcontractors shall not be reused by the Architect/Engineer or the Owner on other work, and are to be returned to the Contractor at the completion of the Work. The Owner may retain one copy of the Contractor's and the Subcontractor's shop drawings for reference purposes for this Work only.

2.3.6 The Contractor shall furnish (upon request) to the Architect/Engineer all shop drawings, submittals and other documents required by the Architect/Engineer in sufficient time to permit review and approval by the Architect/Engineer. The Architect/Engineer shall return such documents to the Contractor within a reasonable time, and in no event later than required in order to avoid delays in the Work, either approved or with such other notation, including correction and resubmittal, as may be required under the circumstances. Further resubmittals and subsequent reviews and approvals shall be made promptly. (See Schedule E).

ARTICLE 3. SITE INVESTIGATION

3.1 The Owner has made known to the Contractor, prior to the receipt of bids, all information of which it is aware as to surface and subsurface conditions in the vicinity of the Work, including topographical maps, reports of exploratory tests, written opinion, of technical advisors and other information that might assist the Contractor in properly evaluating the extent and character of the Work that might be required. Such information is the best information obtainable by the Owner from its employees, agents and consultants, through the exercise of reasonable diligence.

3.2 The Contractor has satisfied itself as to the nature and location of the Work, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and other matters which can reasonably be expected to affect the Work under this Contract.

ARTICLE 4. DIFFERING SITE CONDITIONS

4.1 The Contractor shall promptly, before such conditions are disturbed, notify the Owner or Architect/Engineer in writing of:

4.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

4.1.2 Previously unknown physical or other conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

4.2 The Owner shall promptly investigate the conditions and, if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment in the Contract Price and the Contract Time shall be made. Any claim of the Contractor for adjustment shall not be allowed unless he has given prompt notice of such event; provided, however, that the Owner may, if it determines that the facts so justify, consider and adjust any such claims that are later asserted before the date of final settlement of the Contract.

4.3 The discovery of hazardous material, not specifically identified in the Contract Documents with respect to its location and quantity, shall be deemed to be a differing site condition pursuant to this article. Hazardous material is defined as PCB's, asbestos, petroleum products, or any other material, removal of which is governed by the doctrine of strict liability under Federal or California law. If hazardous material is discovered:

4.3.1 The Contractor shall immediately (a) give notice to the Owner of such discovery; (b) stop that portion of the Work affected by such material; and (c) sufficiently protect the work to prevent exposure of persons to such material.

4.3.2 The Contractor shall have no obligation to perform any corrective or remedial work that would require the handling of or exposure to hazardous material. However, if the Contractor agrees to perform such work:

(a) The Owner agrees to indemnify, hold harmless, and defend the Contractor from and against any claim, action or legal proceeding brought against the Contractor seeking to make the Contractor strictly liable for the performance of such work.

(b) The Owner shall provide specific instruction to the Contractor with respect to the handling, protection, removal and disposal of such material.

(c) An equitable adjustment in the Contract Price and the Contract Time shall be made for such work.

4.4 The Owner shall have the sole responsibility for furnishing all written warnings, notices or postings required by state or federal law regarding the use or existence of hazardous or potentially hazardous substances.

ARTICLE 5. SITE ACCESS AND RIGHTS OF WAY

5.1 The Owner shall provide, no later than the date when needed by the Contractor, the lands upon which the Work is to be performed, including convenient access to the lands and any other lands designated in the Contract Documents for use by the Contractor. Any delay in the furnishing of these lands shall entitle the Contractor to an equitable adjustment in the Contract Price and the Contract Time.

5.2 The Contractor shall provide at its own expense any additional land excess of that provided by the Owner that it may require.

ARTICLE 6. SURVEYS

In addition to the information required to have been furnished by the Owner pursuant to Article 3, the Owner shall furnish for the Work all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal description. The Owner shall establish such land surveys and baselines so that the Contractor may locate the principal parts of the Work and perform such detailed surveys to perform the Work. The Contractor shall preserve all bench marks and reference points established by the Owner and shall be responsible for any destruction of them caused by its operations.

ARTICLE 7. PROSECUTION OF THE WORK

7.1 Within a reasonable time after award of the Contract, the Contractor shall prepare and submit to the Owner an estimated progress schedule indicating the starting and completion dates for the various stages of the Work and the sequence of construction. Thereafter, the Contractor shall submit, when reasonably requested by the Owner, updates of the schedule reflecting any changes in such dates or sequence.

7.2 The Contractor shall diligently prosecute the Work in order to achieve Substantial Completion within the Contract Time.

7.3 The Contractor shall achieve Final Completion as promptly as practicable after Substantial Completion.

7.4 The Contractor shall, at its own expense, keep the site of the Work free from accumulation of rubbish and waste materials; upon completion of the Work, it shall remove all rubbish, waste materials, temporary structures, equipment and surplus materials.

7.5 Prosecution of work will not begin until all construction permits and approved construction drawings have been received by the contractor.

ARTICLE 8. MATERIALS, EQUIPMENT AND APPLIANCES

8.1 Unless otherwise provided by the Contract, the Contractor shall provide and pay the cost, including taxes, for all materials, labor, equipment, tools, water, utilities, transportation and all other services and facilities necessary for the execution and completion of the Work.

8.2 Unless otherwise specified, all materials incorporated in the Work shall be new and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

ARTICLE 9. LABOR AND SUPERVISION

9.1 The Contractor shall at all times maintain good discipline and order among its employees. It shall provide competent, suitably qualified personnel to perform the work assigned to them.

9.2 The Contractor shall employ on the site of the Work a competent superintendent and such necessary assistants to represent the Contractor and receive communications for the Contractor from the Owner. Important communications shall be confirmed by the Owner in writing; otherwise, written confirmation shall be made upon request.

ARTICLE 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and shall defend against all suits and claims and save harmless the Owner from all damages arising from infringement of any patent rights connected with the Work. However, the Contractor shall not be responsible if such infringement arises from the use of a particular process or product specified by the Owner unless the Contract identified such process or product as being patented.

ARTICLE 11. PERMITS, LICENSES AND REGULATIONS

11.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Contractor. The Owner shall assist the Contractor in obtaining such permits and licenses. Unless otherwise provided, permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner.

11.2 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the Work. If the Contractor observes that the drawings and specifications are at variance with such laws, ordinances, rules and regulations, the Owner shall promptly be notified. Any necessary changes in the Work as a result of such variance will entitle the Contractor to an equitable adjustment in the Contract Price and the Contract Time.

ARTICLE 12. INSPECTION OF WORK

12. 1 The Owner shall provide sufficient competent personnel to visit and inspect the site during the course of the Work to determine in general whether the Work is being performed in a manner which is consistent with the Contract Documents. Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished Work, and defective work shall be corrected.

12.2 The Owner and its representatives shall at all times have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

12.3 If the specifications, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Architect/Engineer timely notice of its readiness for inspection and of the date fixed for such inspection. Inspections by the Architect/Engineer shall be made promptly, and, where practicable, at the source of supply. If any work should be covered

up without approval or consent of the Architect/Engineer, it must, if required by the Architect/Engineer, be uncovered for examination and properly restored at the Contractor's expense, unless the Architect/Engineer has unreasonably delayed inspection.

12.4 If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to its being covered, the Architect/Engineer may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate change pursuant to Article 15, be charged to the Owner. If such work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs.

ARTICLE 13. WARRANTY

13.1 The Contractor warrants to the Owner that the Work will be performed in accordance with the Contract.

13.2 Prompt written notice of all defects shall be given to the Contractor within one year of Substantial Completion. The Contractor shall promptly make the necessary corrections, including the repair of any work damaged in making such corrections. However, the Owner may accept any defective work and agree with the Contractor on an appropriate adjustment in payment.

13.3 Warranty does not include removal and replacement of materials/equipment purchased by Owner or repairs of work scope performed by owners suppliers or contractors .

13.4 Warranty does not include any payment to owner for "lost time revenue" during the warranty repair period.

ARTICLE 14. PAYMENTS

14.1 The Owner shall pay to the Contractor the Contract Price, as may be amended pursuant to Article 15, as full compensation for the Work. Before commencing work, the Contractor shall provide to the Owner a breakdown of the Contract Price according to the various items of work to be performed, including reasonable sums for mobilization. Such breakdown shall be the basis of payment to the Contractor. (See Schedule D).

14.2 Deleted

14.3 The Contractor agrees that all work, materials and equipment covered by an application for payment will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon payment by the Owner. At the request of the Owner, the Contractor shall provide waivers and lien releases in accordance with Civil Code Section 3262 from all persons who may be potential lien claimants as a prerequisite to the Owner's obligation to disburse progress and final payments.

14.4 When the Contractor has achieved Substantial Completion, the Owner shall pay to the Contractor the Contract Price, including retention and other amounts previously withheld, less the value of the Work remaining to be completed and other amounts permitted to be withheld under this Contract.

14.5 Upon Final Completion and acceptance of the Work, the Owner shall pay the Contractor all amounts remaining to be paid under the Contract, less any amounts the Owner is entitled to retain under the other provisions of this Contract.

14.6 The Owner, on the basis of reasonable and verifiable evidence, may withhold from any payment such amounts as may be necessary for protection against loss caused by (a) defective work not remedied or (b) failure of the Contractor to make payments properly to Subcontractors or for material or

labor (unless a labor and material payment bond has been furnished by the Contractor). When these grounds are removed or the Contractor provides a surety bond or other security to protect the Owner in the amount withheld, payment shall be made of the amount withheld.

ARTICLE 15. CHANGES

15.1 The Work shall be subject to change by additions, deletions or revisions by Owner. The Contractor will be notified of such changes by receipt of additional and/or revised drawings, specifications, exhibits or written orders.

15.2 Whenever an equitable adjustment in the Contract Price or the Contract Time is provided for under the Contract Documents, or if the Owner has notified the Contractor of a change, the Contractor shall submit to the Owner within a reasonable time a detailed estimate with supporting calculations and pricing together with any adjustments in the schedule reflecting any changes in the Contract Price and the Contract Time. Pricing shall be in accordance with the pricing structure of this Contract; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined on the basis of cost to the Contractor (except in the case of Contractor-owned equipment rates) plus 10% for overhead and profit.

15.3 The Contractor shall not perform changes in the Work in accordance with Paragraphs 15.1 and 15.2 until the Owner has approved in writing the changes in the Contract Price and Contract Time. Upon receiving such written approval from the Owner, the Contractor shall diligently perform the change in strict accordance with this Contract.

15.4 In the event the Owner and the Contractor are unable to reach agreement on changes in the Contract Price and the Contract Time, the matter shall be resolved in accordance with Article 17.

ARTICLE 16. EXTENSIONS OF TIME

16.1 The Contract Time shall be extended as necessary to compensate for delay in the progress of the Work resulting from changes in the Work, suspension of the Work (in whole or in part) by the Owner, any other act or omission by the Owner or its employees, agents or representatives contrary to the provisions of the Contract or by another contractor employed by the Owner, or any other cause which could not have been reasonably foreseen, or which is beyond the control of the Contractor, its subcontractors or suppliers, and which is not the result of their sole fault or sole negligence, including, but not restricted to, acts of any governmental authority, acts of a public enemy, fire, unusual delay in transportation, weather conditions, or labor disputes.

16.2 The Contractor shall give to the Owner notice of any delay within a reasonable time after the occurrence or commencement of a cause of delay. Failure to give notice of any delay within a reasonable time shall constitute a waiver by the Contractor of any claim for extension of the Contract Time resulting from that cause of delay. The Contractor's notice shall include an estimate of the probable effect of the cause of delay on the progress of the Work.

16.3 With respect to any delay resulting from any act or neglect by the Owner or its employees, agents or representatives or by another contractor employed by the Owner, and which delay is not otherwise specifically provided for in the Contract Documents, the Contractor may recover from the Owner any damages incurred as a result of such delay in accordance with Article 15.

16.4 With respect to any delay resulting from the fault or neglect of the Contractor, any Subcontractor, or those under the control of either, the Contractor shall pay to the Owner the sum specified in the attached Schedule D for each day of such delay, not as a penalty, but as liquidated damages, since the actual damages for such delay are uncertain and would be impracticable or extremely difficult to ascertain.

ARTICLE 17. CLAIMS

17.1 Subject to the provisions of Article 15, the Contractor shall give to the Owner written notice within a reasonable time after the happening of any event which the Contractor believes may give rise to a claim for an equitable adjustment in the Contract Price or the Contract Time. Within a reasonable time after the happening of such event, the Contractor shall supply the Owner with a statement supporting such claim, which statement shall include a detailed estimate of the change in the Contract Price and the Contract Time. If requested by the Owner in writing, the Contractor shall provide reasonable documentation to substantiate its claim. The Owner shall not be bound to any adjustments in the Contract Price or the Contract Time unless expressly agreed to by the Owner in writing. No claim shall be allowed if asserted after final payment under this Contract.

17.2 Claims by either party for damages due to injury or damage to person or property or for delay, interference, suspension or interruption of work or for any other damage shall be made in writing to the other party within a reasonable time after the happening of such event or the first observance of such cause for damage.

ARTICLE 18. RIGHTS AND REMEDIES

18.1 The duties, obligations, rights and remedies in these Contract Documents shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law, unless otherwise indicated.

18.2 No action or failure to act by the Owner, Architect/Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach, except as may be specifically agreed in writing or specified in the Contract.

ARTICLE 19. TERMINATION

19.1 Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, and fail to act in good faith to remedy the same within ten (10) days after notice from the Contractor, then the Contractor may terminate this Contract.

19.2 Should the Contractor become insolvent, or should the Contractor refuse or neglect to supply a sufficient number of properly skilled workmen, tools, or material within the Contractor's control, or should the Contractor commit a substantial breach of this Contract and should the Contractor fail to act in good faith to remedy such within ten (10) days after

written demand by the Owner, the Owner may terminate this Contract. Upon any such termination, the Contractor shall be compensated for all costs incurred for that portion of the Work then performed. The Contractor shall be liable for any costs incurred by the Owner in completing the Contract in excess of the difference between the Contract Price and the amount paid to the Contractor to the date of termination.

19.3 The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such event, the Contractor shall be paid its actual costs for that portion of the Work performed to the date of termination and for all costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus 15 percent of all such costs for overhead and profit.

ARTICLE 20. SUSPENSION OF WORK

20.1 The Owner may at any time by notice to the Contractor suspend further performance of all or any portion of the Work by the Contractor. The notice shall specify the date and the estimated duration of the suspension. Any suspension shall not exceed forty-five (45) consecutive calendar days nor shall the total of all suspensions exceed ninety (90) calendar days. Upon receiving any such notice, the Contractor shall promptly suspend further performance of the Work to the extent specified in the notice, and during the period of such suspension shall properly care for and protect all work in progress and materials, supplies, and equipment that the Contractor has on hand for performance of the Work. The Owner may at any time withdraw the suspension of performance of the Work as to all or part of the suspended work by notice to the Contractor specifying the effective date and scope of withdrawal, and the Contractor shall resume diligent performance of the Work for which the suspension is withdrawn, as soon thereafter as is reasonably possible.

20.2 Unless suspension pursuant to this section is caused by the default of the Contractor or any of the provisions of the Contract Documents, the Contractor shall be entitled to recover from the Owner any damages as a result of any suspension in accordance with Article 15.

20.3 If any suspension not caused by the default of the Contractor exceeds the time periods set forth in Paragraph 20.1, the Contractor may at its option terminate this Contract in accordance with Paragraph 19.3.

ARTICLE 21. COMPLETION AND ACCEPTANCE

21.1 The Contractor shall be responsible for the Work until Final Completion, except for any part of the Work partially accepted as set forth below in Paragraph 21.5.

21.2 The Contractor shall notify the Owner upon Substantial Completion of the Work. The Architect/Engineer shall promptly verify whether Substantial Completion has occurred and, if so, shall so certify to the Owner. If not, the Architect/Engineer shall promptly state in writing to the Contractor what must be done to achieve Substantial Completion. This procedure shall be repeated until Substantial Completion has been achieved. Payment to the Contractor for achieving Substantial Completion shall be made in accordance with Paragraph 14.4.

21.3 The Contractor shall notify the Owner upon Final Completion of the Work. The Architect/Engineer shall promptly verify whether Final Completion has occurred and, if so, shall so certify to the Owner. If not, the Architect/Engineer shall promptly state in writing to the Contractor what must

be done to achieve Final Completion. This procedure shall be repeated until Final Completion has been achieved. Payment to the Contractor for achieving Final Completion shall be made in accordance with Paragraph 14.5.

21.4 Deleted

21.5 Deleted

ARTICLE 22. SURETY BONDS

The Owner shall have the right, prior to the execution of the Contract, to require the Contractor to furnish bonds executed by one or more financially responsible sureties, and in such form as the Owner may reasonably prescribe, covering the faithful performance of the Contract and payment of all obligations under the Contract. If such bonds are required prior to the receipt of bids, the premium shall be paid by the Contractor; if bonds are required subsequent to such receipt, the premium cost shall be paid by the Owner.

ARTICLE 23. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

23.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

23.2 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. all employees on the Work and all other persons who may be affected;
- b. all the Work and its materials and equipment;
- c. other property at or adjacent to the site of the Work.

23.3 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damages, injury or loss.

23.4 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss, and, if such emergency is not the fault of the Contractor, shall be entitled to an equitable adjustment in the Contract Price and the Contract Time.

ARTICLE 24. INSURANCE

24.1 Contractor's Insurance

24.1.1 The Contractor shall procure and maintain insurance as set forth in Paragraph 24.1.3 below which will protect the Contractor from claims arising out of the Contractor's operations under this contract including claims against the Contractor arising out of operations performed for the Contractor by Subcontractors. Insurance shall be secured from an insurer currently authorized to do business in the state in which the Work is located. Insurance coverage shall be at limits specified in the Contract Documents. Insurance shall be maintained continuously from the commencement of the Work until final payment and thereafter to the extent coverage following final payment is required by the Contract Documents.

24.1.2 Certificates of insurance shall be filed with the Owner prior to commencement of the Work. The Certificate of Insurance shall provide that there will be no cancellation of coverage without thirty (30) days prior written notice to the Owner. If any reduction of coverage occurs, the Contractor shall furnish the Owner with information regarding such reduction as soon as reasonably possible.

24.1.3 The Contractor shall maintain the following insurance:

Workers' Compensation and Employer's Liability Insurance

General Liability Insurance under either a Comprehensive General Liability or Commercial General Liability policy providing insurance for Bodily Injury and Property Damage Liability and including coverage for:

Personal Injury Liability

Contractual Liability insuring the tort liability obligations assumed by the Contractor in this contract

Automobile Bodily Injury and Property Damage Liability Insurance including coverage for all owned, hired and non-owned automobiles.

24.2 Owners Liability Insurance

24.2.1 The Owner shall secure and maintain liability insurance to protect the Owner. The Owner, at its option, may purchase and maintain additional liability insurance to protect the Owner against claims arising out of performance of the Work under the Contract. The Contractor shall not be responsible for purchasing liability insurance for the Owner.

24.3 Property Insurance

24.3.1 Unless otherwise provided by supplement or addendum to this Contract, the Owner shall, prior to commencement of the Work, secure and maintain property insurance in the amount of the original contract price from an insurer authorized to do business in the state in which the Work is located. The amount of insurance shall be adjusted, from time to time, to reflect modifications in the Contract Price. This property insurance shall be maintained until the work has been completed and accepted by the Owner and final payment has been made as provided in this Contract. Property insurance shall cover the Owner, Contractor, Subcontractors and Sub-sub-contractors for their interest in the Work.

24.3.1.1 The contractor and its subcontractors shall be responsible for their own tools and personal property used in connection with the performance of the Work and owner shall not be liable for any theft, loss or damage with respect to the same.

24.3.1.2 If the Owner does not intend to purchase the required property insurance, the Owner shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then obtain insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all costs attributable thereto.

24.3.1.3 If property insurance deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required deductibles above the amounts so identified, the Owner shall be responsible for payment of the additional costs not covered because of such increased deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

24.3.1.4 Prior to the first date on which any risk of an exposure to loss may occur, the Owner shall provide the Contractor with a complete copy of each policy that includes insurance coverages required by this Paragraph 24.3. The policy shall contain a provision that it will not be cancelled unless thirty (30) days prior written notice has been given to the Contractor.

24.3.2 Loss of Use Insurance. At the Owner's option, the Owner may secure insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

24.3.3 Boiler and Machinery Insurance. Owner-procured Boiler and Machinery insurance (if required by the Contract Documents) shall specifically cover specified insured objects during installation and until final acceptance by the Owner. This insurance shall insure the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the specified work.

24.34 Deleted

24.3.5 If the Owner insures other real or personal properties near the work site, by property insurance under policies separate from those insuring the Project, or if after final payment, property insurance is provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 24.3.6 for damages caused by perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement.

24.3.6 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees for damages caused by perils (and to the extent of insurance for such perils) covered by property insurance obtained pursuant to this Subcontract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or the Contractor, as appropriate, shall require Subcontractors and Sub-subcontractors to provide similar waivers (written

-where legally required for validity) each in favor of all other parties enumerated in this subparagraph 24.3.6. The policies shall provide such waivers of subrogation by endorsement if an endorsement is required.

24.3.7 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. Written notice of any proposed settlement or adjustment shall be timely sent to the Contractor. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and shall require Subcontractors to make payments to their Sub-subcontractors in a similar manner.

24.3.8 The Owner shall have no right to partial occupancy or use and the same shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use. The Owner and Contractor shall take reasonable steps to obtain consent of the

insurance company and shall not take action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of the required property insurance.

ARTICLE 25. ASSIGNMENT

Neither party to the Contract shall assign the Contract in whole or part, including an assignment by the Contractor of any monies due or to become due, without the written consent of the other. This section shall not apply to the subcontracting by the Contractor of any portion of the Work.

ARTICLE 26. WORK BY OWNER OR BY SEPARATE CONTRACTORS

26.1 The Owner reserves the right to perform work itself and to award separate contracts in connection with and contiguous to the Work. The Owner shall provide for the coordination of the work of its own forces and of each separate contractor with the work of the Contractor so as not to delay, hinder or interfere with the Contractor's performance of the Work. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of materials and the execution of work.

26.2 If the proper execution of any part of the Work depends upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with its work, promptly report to the Architect/Engineer any apparent defects in such other work that render it unsuitable for such proper execution.

ARTICLE 27. SUBCONTRACTS

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

ARTICLE 28. DELETED

ARTICLE 29. ATTORNEY FEES

The parties to this agreement agree that attorney fees shall be paid by each party in any action brought under this contract.

ARTICLE 30. GOVERNING LAW

The Contract shall be governed by the law of California.

ARTICLE 31. NOTICE

Any notice required by this Contract to be given shall be in writing and shall be delivered during normal business hours or mailed first class postage prepaid. If notice is to be given to the Owner or the Contractor, it shall be sent to the postal address shown in the signature block at the end of this Contract, or to such other address as either party may designate for itself by notice to the other. Notice shall be effective upon personal delivery or five (5) calendar days after the date of mailing.

ARTICLE 32. MISCELLANEOUS PROVISIONS

The following general provisions shall apply to this Contract:

32.1 This Contract contains the entire agreement between the parties, and supersedes all prior or contemporaneous written or oral communications.

32.2 This Contract may not be changed or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of any agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach.

32.3 This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

32.4 Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other required to be performed at a later date.

32.5 Each person executing this Contract represents that the execution of this Contract has been duly authorized by the party on whose behalf the person is executing the Contract and that such person is authorized to execute the Contract on behalf of such party.

32.6 Deleted.

32.7 The terms, covenants and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

32.8 If any provision of this Contract is determined to be illegal or unenforceable for any reason, the same shall be severed from the Contract and the remained of the Contract shall be given full force and effect.

32.9 Time is of the essence of this Contract and each and every one of its provisions.

32.10 All exhibits attached to the Contract are incorporated as if set forth in full.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS:

Contractors State License Board

9835 Goethe Road
Sacramento, CA 95827

Dated: _____

Dated: _____

OWNER

CONTRACTOR

By: _____

(Signature)

By: _____

(Signature)

AMAR CHEEMA

(Print Name)

SEAN MURPHY

(Print Name)

Title: OWNER

Title: OWNER

1110 CIVIL CENTER SUITE 106 D

(Address)

3206 LUYUNG DRIVE

(Address)

YUBA CITY, CA

RANCHO CORDOVA, CA 95742

License #: 238112

SCHEDULE A

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

CONTRACT DOCUMENTS

The Contract documents are: the Standard Form Prime Contract between Owner and Contractor including general conditions, Schedule A, B, C, D, E attached hereto, and any shop drawings or submittals pursuant to Section 2.3.6 of this contract.

SCHEDULE B

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

DESCRIPTION OF THE WORK

The Colusa Town Center – Offsite Improvements, as set forth in: the Standard Form Prime Contract between Owner and Contractor including general conditions, Schedule A, B, C, D, E.

SCHEDULE C

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

TIME SCHEDULE

Work will begin once a start date has been agreed upon by the owner and contractor. Substantial completion of the work shall be completed in 13 weeks after construction begins, barring time delays caused by acts of God, weather, strikes, government prohibitions, non-issuance of all permits, contamination or ground water handling, financing approval, owner delays, delays by owner's agents, delays, by owner's employees or sub-contractors, failure of owner to make progress payments promptly, failure of owner to sign change order requests promptly, or other contingencies unforeseen by contractor and beyond its reasonable control.

SCHEDULE D

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

PAYMENT SCHEDULE

1. Owner agrees to pay contractor 15% of contract amount (\$461,250) upon mobilization of temporary facilities at construction site.
2. The remainder of the job will be billed in monthly increments.
3. Any change orders will be charged after the work has been performed.
4. Final payment will be made before any final documentation (i.e., Certificate of Occupancy) is released.

Contractor shall not be made to wait for retention payment due to delays by owner, or owner's contractor. Nor shall contractor be made to wait for retention payment due to delays as a part of lender's policies, which are in conflict with this contract schedule.

SCHEDULE E

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

CONTRACTOR’S PROPOSAL, EXCLUSIONS/CLARIFICATIONS

June 9, 2025

Amar Cheema
Sutter Equities

COLUSA TOWN CENTER – Frontage Improvements

Amar,

Town & Country Contractors, Inc is please to submit fixed pricing for the work outlined below at Colusa Town Center – Frontage Improvements.

Price is based on drawing by Barghausen Consulting Engineers dated 6/22/2023 and a site visit.

OFFSITE WORK

2. Demolition

- 2. Drain inlet, 14,757 Sf of Asphalt, 5,664 Sf of Sidewalk, Driveway, Curb and gutter, Fence, 19 Trees.

2. Grading

- 2. 90,033 Sf of clearing and grubbing, 42,755 Sf of process and compaction, cut to fill, exporting, grade swales, 15,528 Sf of AB over subgrade.

2. Paving

- 2. 17,252 Sf of 2.5” RHMA-G Over 25 of HMA Type A Over 18” Of AB, 2,700 Sf of 4” HMA Type A Of AC over 14.5” Of AB over subgrade

2. Sanitary Sewer System

- 2. 54 Lf of 8” PVC, 30 Lf of 6” PVC, Manhole, Clean out.

2. Storm Drain System

- 2. 63 Lf of 36” SD, 14 Lf of 18” SD, 42 Lf of 12” SD, 60” Manhole, 48” Manhole, Type G4 drain inlet, Type G1 drain inlet, 24x48” curb inlet, rock dissipation, flow control structure with weir.

2. Water System

- 2. 52 Lf of 8” DIP, 25 Lf of 6” DIP, 42 Lf of 8” C900, Fire hydrant, Water stub

Dry Utility Work

2. Traffic Signal / Street Lighting

- 2. (4) Traffic signal poles and foundation, pull box, conduits, conductors, removing misc. (4) light poles and flashing signs.

2. Electrical

- ②. 980 Lf of 4" primary conduit, 48 Lf of 6" primary conduit, (1) transformer pad, PMI-9 interrupter pad, junction pad.
- ②. Gas
 - ②. 610 Lf of 4" Gas line, Gas tie in.
- ②. Telephone
 - ②. 2,020 Lf of Frontier 4" DB120 Conduit, (3) Splice vaults
- ②. CCTV (Budget cost, no drawings)
 - ②. 2,576 Lf of 2" conduits, (5) pull boxes.

OFFSITE CONCRETE

1,090	SF	Vertical Curb		11,338	SF	Sidewalks
207	LF	Curb		1,524	LF	Curb and Gutter
45	LF	Deep Curb		442	SF	Driveway
126	LF	Concrete Swale		16	EA	Truncated Domes

CLARIFICATIONS

1. Existing Building and structure demolition is excluded from this proposal.
2. All PG&E structures are excluded in this proposal (I.e., conductors, transformers, interrupter, etc.)
3. Main Switchgear is estimated 1 year. MSB will not be ordered till TCCI receives written approval from the owner.
4. All Caltrans-related bonds and documents are excluded. Additional cost(s) will be incurred for TCCI to provide any bonds on this project.
5. Any existing utility poles, boxes and conduits that are not clearly marked on the drawings for relocation and/or removal are to be done by the utility company.
6. All work is based on normal business hours (Monday – Friday, 7AM – 5PM), any work requested to be done outside of that time will require an additional cost.
7. Proposal does not include any specialty Traffic Control (I.e., K Rails)
8. All utility excavations will be done using a John Deere 310 backhoe or similar. If the ground is too hard or is rock like conditions. There will be a change order to deal with the soil condition. No hammering or blasting is included in this proposal.
9. No work can commence until TCCI receives a signed contract, all project related permits and construction drawings approved by City/County/Jurisdiction.
10. This proposal does not include special testing (compaction, structural observation, concrete testing etc...). This work will be contracted by the owner.
11. Owner/Civil Engineer will provide CAD electronic file to TCCI for grade and building staking. Property corners will be marked by owner.
12. TCCI will implement owner provided SWPPP Plan. Monthly monitoring and reporting are not included.
13. Proposal excludes any significant changes from the bid set of drawings to the permit drawings.
14. Any price increases due to scope change or material price increase will be paid by the owner. All material pricing is held for 30 days.

15. All permit fees, utility fees, and meters are to be furnished by the owner. Town and Country Contractors, Inc. will assist the owner as necessary to obtain permits.
16. This project will be completed safely, ethically, on time, and within budget.
17. Proposal is valid for 90 days from the date listed above.

Sincerely,

Sean Murphy,
CEO/Owner

LOAN AGREEMENT

This Loan Agreement ("Agreement") is made and entered into as of July 15, 2025, by and between:

Borrower:

[Borrower Entity Name]

[Borrower Entity Address]

("Borrower")

Lender:

City of Colusa

425 Webster Street

Colusa, CA 95932

("Lender")

RECITALS

WHEREAS, Borrower desires to obtain a loan to finance certain infrastructure improvements including new street lighting, road construction, and intersection development (the "Project"), and

WHEREAS, the City of Colusa shall be the sole owner of the completed streetlights, roads, and intersections; and

WHEREAS, the Lender holds a valid Letter of Interest on the subject property and shall be in **first position** on the deeds securing the property related to the Project;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Loan Amount and Disbursement

Lender agrees to loan Borrower the principal sum of **One Million Eight Hundred Thousand Dollars (\$1,800,000)** ("Loan"), which shall be disbursed solely for costs associated with the Project. Borrower shall provide sufficient documentation for all expenses prior to disbursement.

2. Term and Interest Rate

The Loan shall have a term of **four (4) years**, commencing on **July 15, 2025** and maturing on **July 2, 2029** ("Maturity Date"). Interest shall accrue on the unpaid principal balance at the rate of **ten percent (10%) per annum**, calculated on the basis of a 365-day year.

3. Payment Terms

- **Interest-Only Payments:** The first interest-only payment shall be due on **December 31, 2025**, with subsequent interest-only payments due on the **first day of each calendar quarter** thereafter (i.e., March 1, June 1, September 1, and December 1) until the Maturity Date.
 - **Final Payment:** On the Maturity Date, Borrower shall pay all outstanding principal and any remaining accrued interest in full.
-

4. Security

As security for the Loan:

- The Lender shall be granted a **first deed of trust** on the property involved in the Project.
 - The City of Colusa shall remain in **first position** on all associated deeds until the Loan is repaid in full.
 - The City retains **ownership of the Letter of Interest** for the subject property and the right to enforce its terms.
-

5. Use of Funds

Loan proceeds shall be used **exclusively** for expenses related to the construction and installation of new **street lights, roads, and intersections**, all of which shall become the sole property of the City of Colusa upon completion.

6. Covenants

Borrower agrees to:

- Complete the Project in accordance with applicable local, state, and federal laws.
 - Maintain adequate insurance on the Project until completion.
 - Not encumber the property with any additional liens without Lender's written consent.
-

7. Default

A default shall occur if Borrower fails to:

- Make any payment within ten (10) days of its due date,

- Use funds for any unauthorized purpose,
- Complete the Project as agreed,
- Maintain the Lender's first position on the deeds.

Upon default, Lender may declare the entire unpaid balance of the Loan and accrued interest immediately due and payable.

8. Miscellaneous

- This Agreement shall be governed by the laws of the State of California.
- Any amendments must be in writing and signed by both parties.
- This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the date first written above.

CITY OF COLUSA (Lender)

By: _____

Name: Jesse Cain

Title: City Manager

Date: _____

[BORROWER ENTITY NAME]

By: _____

Name:

Title:

Date: _____



City of Colusa California

STAFF REPORT

DATE: July 15, 2025
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Resolution of the City of Colusa surplus policy.

Recommendation: Adopt Resolution 25- approving the surplus policy

BACKGROUND ANALYSIS:

Historically, the City of Colusa surplus policy has been in the purchasing policy. A couple council meetings ago, the City adopted a new purchasing policy and removed the surplus policy from it. I met with city staff and created a new surplus policy that I believe fits the City's current needs.

Attachments in this include the old surplus policy and the newly created one.

BUDGET IMPACT:

None

STAFF RECOMMENDATION: Adopt Resolution 25-

ATTACHMENT:

Resolution 25-
Current City of Colusa Surplus Policy
New surplus policy

RESOLUTION NO. 25-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA
ADOPTING A NEW SURPLUS POLICY**

WHEREAS the City of Colusa City Council approves the new surplus policy and

WHEREAS the City of Colusa City Council agrees that this policy fits the City's needs at this time and shall be reviewed every five years; and

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

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

Passed and adopted this 15th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RYAN CODORNIZ, MAYOR

Attest:

Shelly Kittle, City Clerk

SURPLUS SUPPLIES AND EQUIPMENT

A. Surplus property is used to generically describe any City property that is no longer needed or useable by the holding department. The Purchasing Agent or designee has the authority to declare item(s) with a market value of less than \$10,000 surplus. Items with a market value greater than \$10,000 will be formally declared surplus by the Council. Each department shall periodically review its equipment, material, and inventory, and shall promptly notify the Finance Department of any surplus property.

B. The Purchasing Agent or designee shall determine or approve one of the following methods of disposition that is most appropriate and in the best interest of the City:

1. Transfer to Another Department: Surplus property may be transferred between City departments.
2. Trade-In: Property declared as surplus may be offered as a trade-in credit toward the acquisition of new property. All trade-in offers will be submitted to the Purchasing Agent for review and approval.
3. Disposal: The Purchasing Agent may offer surplus property for sale. All surplus property is for sale “as is”, with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the property offered for sale. Appropriate methods of disposal are as follows:
 - (a) Public Auction: Surplus property may be sold at public auction. City staff may conduct Public Auctions, use internet auction sites, or the City may contract with a professional auctioneer.
 - (b) Sealed Bids: Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
 - (c) Selling for Scrap: Surplus property may be sold as scrap if the Purchasing Agent deems that the value of the raw material exceeds the value of the property as a whole.
 - (d) Negotiated Sale: Surplus property may be sold outright if the Purchasing Agent determines that only one known buyer is available or interested in acquiring the property.
 - (e) No Value Item: Where the Purchasing Agent determines that specific supplies or equipment are surplus and of minimal value to the City due to spoilage, obsolescence of other cause or where the Purchasing Agent determines that cost of disposal of such supplies or equipment would exceed the recovery value, the Purchasing Agent shall dispose of the same in such manner as he or she deems appropriate and in the best interest of the City.

4. Proceeds from the sale or trade-in of surplus property shall be returned to the appropriate fund.

Purpose:

This policy establishes uniform procedures for the identification, declaration, and disposition of surplus property owned by the City of Colusa. The goal is to ensure that surplus property is managed in an efficient, transparent, and fiscally responsible manner.

1. Definition of Surplus Property

Surplus property includes any City-owned personal property (equipment, materials, supplies, vehicles, etc.) that is:

- No longer needed for current or future City operations.
 - Obsolete, broken, or beyond economical repair.
 - Replaced by a newer item; or
 - Otherwise deemed unnecessary by the department responsible.
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2. Declaration of Surplus

- Department heads shall review their inventory and identify surplus items.
 - A written request to declare property as surplus shall be submitted to the City Administrator (or designee), including a description, condition, and estimated value.
 - The City Manager will review the request and, if appropriate, declare the property as surplus or present the matter to the City Council for approval if required by local ordinance or value thresholds.
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3. Disposition Methods

Once declared surplus, the property may be disposed of using one or more of the following methods:

- **Public Auction or Sealed Bid Sale:** Conducted in-person or online, open to the public, with fair notice.
 - **Donation:** To non-profit or public agencies, with City Manager approval.
 - **Trade-In:** As credit toward the purchase of replacement items.
 - **Reassignment:** Transferred to another City department, if usable.
 - **Recycling or Disposal:** For items with no resale or reuse value, disposed of in an environmentally responsible manner.
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4. Value Thresholds and Approvals

- Property with an **estimated value over \$10,000** requires **City Council approval** prior to disposal.
 - Property under that threshold may be approved for disposal by the City Manager.
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5. Recordkeeping

The City Clerk or designee shall maintain a record of:

- Surplus declarations.
 - Method and date of disposal.
 - Parties involved in the sale or donation.
 - Final sale price or disposal cost.
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6. Prohibited Actions

- Employees, elected officials, or their immediate families are prohibited from purchasing surplus items unless the sale is conducted through a competitive process (e.g., public auction) open to the general public.
 - No property may be given away, sold, or disposed of without proper authorization.
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7. Review and Updates

This policy shall be reviewed at least once every five years and updated as necessary to ensure compliance with applicable laws and best practices