



CITY COUNCIL MEETING

Tuesday, April 04, 2023

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

AGENDA

Two ways to view the meeting: In Person or on Zoom

<https://us06web.zoom.us/j/88039280059>

Zoom: - Passcode: 007745

Or by phone: (669) 444-9171, - Webinar ID: 880 3928 0059

Mayor – Greg Ponciano

Mayor Pro Tem – Julie Garofalo

Council Member – Denise Conrado

Council Member – Ryan Codorniz

Council Member – Daniel Vaca

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION MEETING – 5:30 PM

- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Section 54956.9) County of Colusa v. City of Colusa, et al - Case No 34-2022-80003851 – Superior Court of California, County of Sacramento

- CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6) Agency designated representatives: City Manager Jesse Cain and Ryan Jones, City Attorney. Memorandum of Understandings (MOU's) for:

Professional Firefighters Association

Peace Officers Association

Department Heads

Middle Management

Miscellaneous Unit

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION

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

City of Colusa Proclamation declaring April as Child Abuse Prevention Month

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

1. **Approve** - February 21 and March 21 Draft Council Minutes
2. **Adopt** - Resolution approving the County Fair Parade road closure on June, 9, 2023
3. **Adopt** - Resolution approving the Swimming Pool Use Agreement between the City of Colusa and the Colusa Swim Boosters
4. **Adopt** - Resolution to authorize the City Engineer to sign the Subdivision Map and the City Clerk to Record the Final Map for the Sunrise Landing Phase III Subdivision (51 lots).

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

PUBLIC HEARING

5. Rancho Colus Tax Equity and Fiscal Responsibility Act (TEFRA) Bonds

Recommendation: Council to open up the Public Hearing and;

Council to adopt the Resolution approving, authorizing and directing execution of a joint exercise of powers agreement relating to the California Municipal Finance Authority and approving the issuance of exempt facility bonds for a qualified residential rental project by the authority for the purpose of financing or refinancing the acquisition, construction, and improvement of certain facilities for the benefit of Rancho Colus LP

COUNCIL CONSIDERATION

6. Consideration of a Resolution to authorize the Police Chief to waive the (RFP) request for proposal process to purchase police vehicle(s) from Hoblit motors utilizing the State Contract.

Recommendation: Council to adopt the Resolution to authorize the Police Chief to purchase police vehicle(s) from Hoblit Motors

DISCUSSION ITEMS

7. Continuation of Council's Goals and Objectives
8. City-Sponsored Events Ad-Hoc Committee
9. Fourth of July donations

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

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

Americans with Disabilities Act

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

"This institution is an equal opportunity employer and provider"



CITY COUNCIL MEETING

Tuesday, February 21, 2023
 Regular Meeting - 6:00 PM
 City Hall – City Council Chambers
 425 Webster Street, Colusa, CA 95932

MINUTES

CALL TO ORDER – Mayor Ponciano called the meeting to order at 5:00 pm.

ROLL CALL – Present: Council Members Codorniz, Garofalo, Vaca and Mayor Ponciano.
 Absent/Excused: Council Member Conrado.

PUBLIC COMMENTS – None.

CLOSED SESSION MEETING – 5:00 PM

CONFERENCE WITH LEGAL COUNCIL - EXISTING LITIGATION (Section 54956.9) County of Colusa v. City of Colusa, et al - Case No 34-2022-80003851 – Superior Court of California, County of Sacramento

CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6) Agency designated representatives: City Manager Jesse Cain and Ryan Jones, City Attorney. Memorandum of Understandings (MOU's) for:

Professional Firefighters Association

Peace Officers Association

Department Heads

Middle Manageme

Miscellaneous Unit

REGULAR MEETING – 6:00 PM

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

ROLL CALL - Present: Council Members Codorniz, Garofalo, Vaca and Mayor Ponciano.
 Absent/Excused: Council Member Conrado.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – None.

PRESENTATION – Mayor Ponciano presented the 2023 Lifetime Achievement Award to Roger Hickel.

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** - Finance Department January report
2. **Receive and File** - Warrants List - January
3. **Adopt** - Resolution approving the Fiscal Year 2021-2022 Annual audit and Single audit reports.

ACTION: Motion by Council Member Codorniz, seconded by Council Member Garofalo 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 will provide in-person Ethics Training for council and planning commissioners next month.

City Manager Cain provided updates on meetings he attended.

Grant Writer Vanetta reported on the grant updates.

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

Fire Chief Conley provided updates in his department

City Planner Fontes provided updates in his department.

COUNCIL CONSIDERATION

4. Citizen's Oversight Committee Appointments

DISCUSSION: City Clerk Kittle reported there were six applications received and that some of the applicants were in attendance.

ACTION: Motion by Mayor Ponciano, seconded by Council Member Vaca to appoint all six applicants for a four-year term: Ralph Newlin, Barbara Sachs, Mark Leidner, Vicki Pulsifer, Christian Cowser and Marilyn Acree. Motion passed 4-0 with the following roll-call vote:

AYES: Codorniz, Garofalo, Vaca and Ponciano.

NOES: None.

ABSENT: Conrado.

5. Clean California Grant / Clean California Community Days

DISCUSSION: Grant Writer Vanetta reported goals for the Cal Trans grant. There is a 12 ½ % match and the city could apply up to five million dollars. She requested direction from

council and citizen participation. She will bring back a draft of ideas for a community outreach meeting. She recommended the city host an event such as an “Alley Clean-Up Day” to be part of “Clean California Community Days”.

PUBLIC COMMENTS: A citizen commented about reinforcing sidewalks. Sue Gibbs commented and took pictures of 12 pipes that need attention.

ACTION: Council provided direction for projects: sidewalks, streets, and Bike Master Plan.

6. City of Colusa's Sports Complex

DISCUSSION: Grant Writer Vanetta reported an estimate of \$35,000 to start applying for grants on the 25 acres set aside for a sports complex. She discussed the possibility of using ARPA funds. There was not a specific grant, at this time for this project.

PUBLIC COMMENTS: City Treasurer Kelley inquired about the location site.

ACTION: Mayor Ponciano stated item would be pushed forward for more information.

7. Mid-Year Budget for Fiscal Year 2022-2023 Presentation

DISCUSSION: Finance Director Aziz-Khan provided a presentation and answered questions from council. Mayor Ponciano stated the Budget Ad-Hoc Committee met last week and provided input for the Finance Director.

ACTION: With no public comments, motion by Mayor Ponciano seconded by Council Member Vaca to adopt **Resolution 23-06** adopting the Mid-Year Budget for FY 2022-2023 with the amendment of the removal of the ARPA for future agenda. Motion passed 4-0 with the following roll-call vote:

AYES: Codorniz, Garofalo, Vaca and Ponciano.

NOES: None.

ABSENT: Conrado.

FUTURE AGENDA ITEMS

ARPA Funds and Guidelines

Discussion Item on PERS

ADJOURNED at 7:17 pm

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



CITY COUNCIL MEETING

Tuesday, March 21, 2023

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

AGENDA

CALL TO ORDER – Mayor Ponciano called the meeting to order at 5:30 pm

ROLL CALL - Council Members Conrado, Vaca, Codorniz, Garofalo and Mayor Ponciano were present.

PUBLIC COMMENTS – None.

CLOSED SESSION MEETING – 5:30 PM

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

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION - Mayor Ponciano stated there was no reportable action.

ROLL CALL- All Council Members were present.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – JP Ragney discussed a grant for the Colusa County Arts Council for up to \$100,000. She will email the council additional information about the grant and request a letter of support.

PRESENTATION - Finance Director Aziz-Khan provided a slide presentation on CalPERS Unfunded Pension Liabilities.

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.*

3. **Approve** - Council Draft Minutes of February 21 and March 7
4. **Receive and File** - Fire Department January and February reports
5. **Receive and File** - Police Department February report
6. **Receive and File** - Finance Department February report
7. **Receive and File** - February Treasurer's report
8. **Receive and File** - February Warrants List

Item 3 – The February 21st minutes were not part of the agenda packet.

ACTION: Motion by Council Member Conrado, seconded by Council Member Garofalo to approve the Consent Calendar without the February 21 minutes. Motion passed unanimously.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Member Codorniz reported on meetings he attended.

Council Member Vaca reported on meetings he attended.

Council Member Conrado reported on meetings she attended.

Council Member Garofalo reported on meetings she attended.

Mayor Ponciano reported on meetings he attended.

City Manager Cain reported on meetings he attended.

City Attorney Jones stated he provided in-person AB-1234 Ethics Training at City Hall. The AB-1825 Sexual Harassment Training will be through an online course.

Grant Writer Vanetta provided updates in her department.

City Engineer Swartz stated after the rains, construction will start on the ARCO Station Taco Bell and Starbucks.

Police Chief Fitch provided updates in his department.

Fire Chief Conley provided updates in his department.

Finance Director Khan-Aziz provided updates in her department.

Senior Planner Fontes provided updates in his department.

COUNCIL CONSIDERATION

9. Consideration of the Resolution to authorize the City Manager to sign the financing agreement with the City of Colusa Utilities Department to transfer funds to purchase the Pirelli Building

City Manager Cain reported the purchase of the Pirelli Cable Building would provide the city investment for the future and open up additional grant opportunities. The 40-year loan would be \$1.7 million.

ACTION: With no public comments, motion by Council Member Vaca, seconded by Council Member Codorniz to adopt **Resolution 23-11** to authorize the City Manager to sign the financing agreement with the City of Colusa's Utilities Department. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

10. Consideration of the Resolution approving the City Manager to sign the contract with the selected firm for audit service to the City of Colusa for three years.

Finance Director Aziz-Khan reported details on the three proposals for auditing services. The city's current auditors Smith and Newell have been the city's auditors since 2007. She answered questions from Council.

ACTION: With no public comments, motion by Mayor Ponciano, seconded by Council Member Conrado to adopt **Resolution 23-12** approving and authorizing the City Manager to execute a contract with Smith and Newell for Professional Auditing Services for Years 2023, 2024 and 2025. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

11. Consideration of an Alternate to the Colusa Groundwater Authority Commission

ACTION: With no public comments, motion by Council Member Conrado, seconded by Council Member Vaca to nominate Mayor Ponciano as the alternate on the Colusa Groundwater Authority. Motion passed unanimously.

DISCUSSION ITEMS

12. Discuss Council's Goals and Objectives

Council and City Manager Cain discussed the list and what steps were needed. Council Member Conrado requested "theater purchase" be added. Mayor Ponciano stated the remaining items, not discussed would be brought back to future meetings.

FUTURE AGENDA ITEMS

Events Ad-Hoc Committee

Fourth of July donations

ADJOURNED at 7:45 pm

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

City of Colusa

Office Use Only
 Date Received 3/2/2023
 Routing Date _____
 Date approved 3/28/2023
 Notice Sent _____
 Insurance Cert. Rec'd 3/2/2023

Item 2.

RECEIVED

Application for

MAR 02 2023 Temporary Street Closure, Parades, Special Events and Festivals

CITY OF COLUSA

NAME OF EVENT: County Fair Parade
 DATE OF EVENT: Friday, June 09, 2023

Please read carefully:

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

Contact Information: (Please print)

Organization Colusa Lions Club Phone (day) 530.635.3239
 Contact Person Dave Marks Phone (evening) 530.635.3239
 Address 22 Woodhaven Drive Fax none
 City Colusa E-mail Address dmako352@gmail.com
 Zip Code 95932
 Alternate Contact Jim Pingrey 530.682.9755
 (It is highly recommended that an alternate name & telephone number be provided)

Event Details:

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
Market & 10th Streets	06/09/2023	5:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	06/09/2023	8:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

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

Type of Event:

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

Attendance:

Number of Participants	300	Number of Floats	25
Number of Booths/Stalls	0		
Number of Vehicles	30		
Number of Bands	1		

Please provide best estimates

Narrative and Map of Event:

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

Narrative:

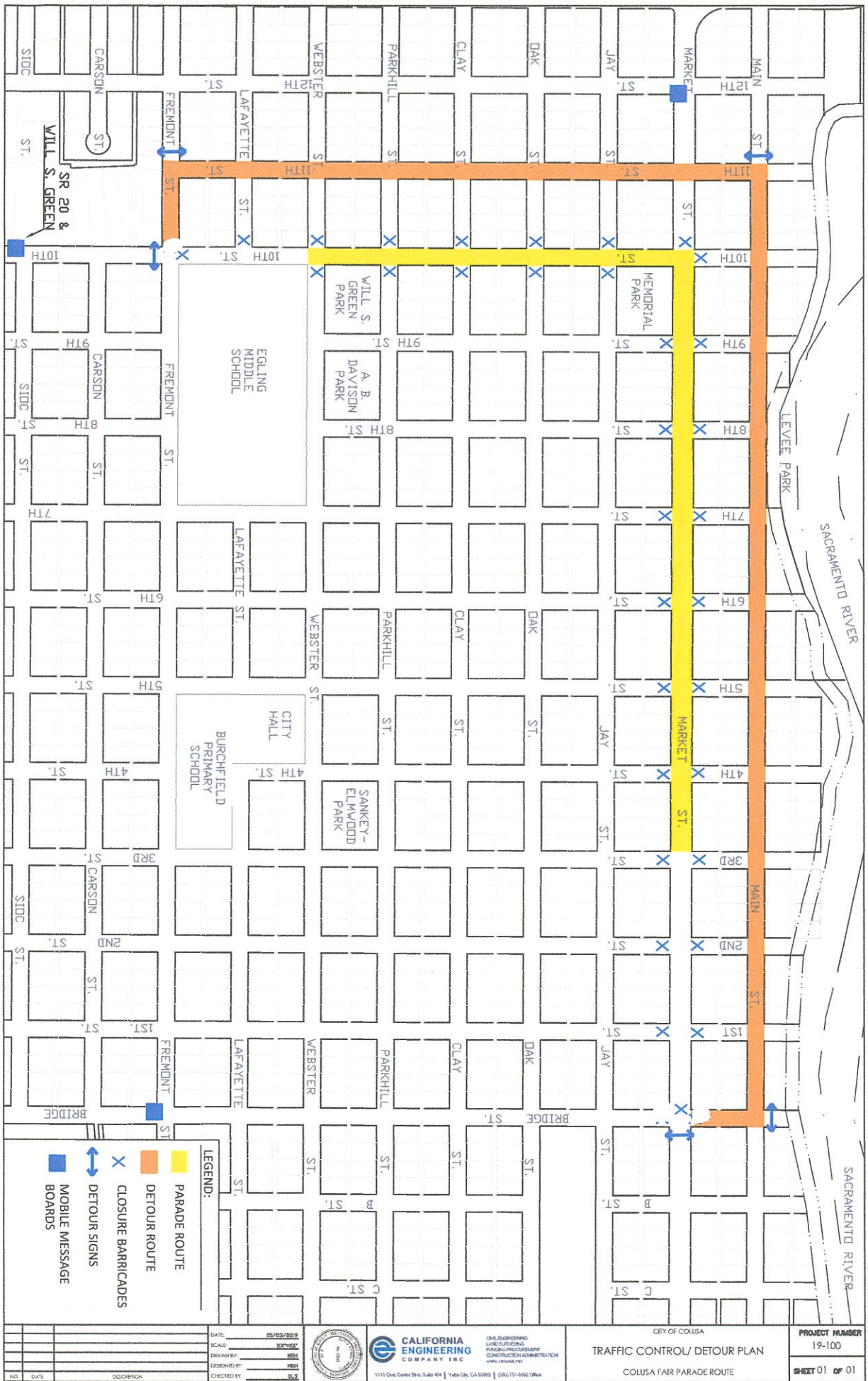
Request street closure for annual County Fair Parade. Request City Council resolution, authorizing street closure, for CalTrans Encroachment Permit (sample resolution is attached).

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

Signature of Person Submitting Application: DB MakSS Date: 03/02/2023

Office Use Only

Public Works <u>qu</u>	<u>L</u> Approved	____ Denied	Date: _____
Comments: _____			
Recreation <u>CB</u>	<u>L</u> Approved	____ Denied	Date: _____
Comments: _____			
Street/Parks <u>qu</u>	____ Approved	____ Denied	Date: _____
Comments: _____			
Fire Dept. _____	____ Approved	____ Denied	Date: _____
Comments: _____			
Police Dept. <u>STZ</u>	<u>✓</u> Approved	____ Denied	Date: <u>3-28-23</u>
Comments: _____			
City Manager Review <u>2</u>			Date: _____
Comments: _____			





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) Item 2.
03/02/20

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186
INSURED Colusa Lions Club COLUSA California	E-MAIL ADDRESS: lionsclubs@dspins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 22667		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G47352241	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H10761220	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: County Fair Parade, June 09, 2023

*** City of Colusa ***

is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER City of Colusa 425 Webster Stret Colusa California 95932	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA FOR
STREET CLOSURE AT 3RD AND MARKET STREET AND TERMINATE AT 10th
AND WEBSTER STREET FOR THE ANNUAL COUNTY FAIR PARADE ON
JUNE 9, 2023

WHEREAS, the city has applied to the State of California to conduct its annual County Fair Parade in Colusa” on State property; and

WHEREAS, “County Fair Parade” will require the temporary closure of State Highway Route 20 on June 9, 2023, between 3rd Street and Market Street and terminate at 10th Street and Webster street between the hours of 5:00 pm and 8:00 pm; and

WHEREAS, said temporary closure will cause the re-routing of traffic onto Main Street.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF COLUSA approves and consents to the proposed “Colusa County Fair Parade in Colusa” and recommends approval of and consents to the proposed re-routing of traffic onto and over the described city streets upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Colusa at a regular meeting duly held on the 4th day of April 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: April 4th, 2023
TO: Mayor and Members of the City Council
FROM: Ishrat Aziz-Khan, through Jesse Cain, City Manager

AGENDA ITEM:

Consideration of Resolution approving a Swimming Pool Use Agreement Between the City of Colusa and Colusa Swim Boosters

Recommendation:

To approve the Swimming Pool Use Agreement for submission to the Colusa Swim Boosters.

BACKGROUND ANALYSIS:

The City of Colusa previously entered into an agreement with the Colusa Swim Boosters to allow the Boosters to use the Colusa Municipal Swimming Pool for training, practice, and meets for its swimming team. The Boosters wish to enter into a new agreement with the City for the continued use of the Municipal Swimming Pool for the swimming team.

The proposed agreement would commence on May 1, 2023 for five years and continue until April 30th, 2028. The agreement requires the Boosters to be responsible for any damage to the pool facilities or equipment; agree to indemnify, defend, and hold harmless the City for any claims arising from the Boosters' use of the pool; and that the Boosters maintain a policy of general liability insurance of no less than two million dollars per occurrence.

BUDGET IMPACT:

None

STAFF RECOMMENDATION:

Council to approve Resolution 23- __ The Swimming Pool Agreement for submission to the Colusa Swim Boosters for ratification.

ATTACHMENT: Resolution 23-__

RESOLUTION NO. 23 -**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA
ADOPTING THE SWIMMING POOL USE AGREEMENT FOR
SUBMISSION TO THE COLUSA BOOSTER**

WHEREAS, the Colusa Swim Boosters utilizes the Colusa Municipal Swimming Pool for training, practice, and meets of the Swim team, and

WHEREAS the existing contract expired in September 2022, and it is time to renew the contract for the next five years; and

THEREFORE, this Resolution is requested to adopt the Swimming Pool Use Agreement for submission to the Colusa Swim Team.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Colusa, at its regular meeting duly held on the 4th day of April 2023, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk

**SWIMMING POOL USE AGREEMENT BETWEEN THE
CITY OF COLUSA AND COLUSA SWIM BOOSTERS**

This swimming pool use agreement is made and entered into this 4th day of April 2023, by and between the CITY OF COLUSA (hereinafter referred to as "City") and the COLUSA SWIM BOOSTERS (hereinafter referred to as "BOOSTERS"), a non-profit program, for the use of the Colusa Municipal Swimming Pool located at 933 Parkhill Street, Colusa, California, 95932.

RECITALS

This Agreement is entered into with reference to the following facts:

1. WHEREAS, the City operates and maintains the Colusa Municipal Swimming Pool located at 933 Parkhill Street, Colusa, California, 95932, (hereinafter "the Pool") that contains facilities conducive to hosting and holding competitive and recreational swimming events; and
2. WHEREAS, the Boosters desire to use the Pool for training, practice and meets for its swimming team.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the promises and agreements herein contained, the Parties agree as follows:

1. Use. The City agrees to allow the Boosters to use the Pool during the term of this Agreement on those dates and times agreed upon by the City and as set forth below. The dates and times may be changed with the mutual consent of both parties.
 - a) The Pool consists of a pool, office, restrooms, and storage area.
 - b) The seasonal schedules for swim meets and practices must be submitted to the City no later than May 31st of each year. Any changes to the schedule must be provided to the City at least 48 hours in advance and must be agreed upon by the City.
 - c) Booster coaches, staff, team members, and parents are not permitted to enter the facility more than 30 minutes prior to a scheduled practice.
2. Term. Subject to the terms and conditions of this Agreement, the use granted in Section 1 above shall commence on May 1st, 2023 ("Commencement Date") and shall continue until and expire on April 30th, 2028 ("Termination Date"). Either party to this Agreement may at any time terminate the Agreement without cause upon thirty (30) days advance written notice of such intent. This Agreement may be renewed before the Termination Date by mutual written agreement extending the terms of this Agreement that is signed by both Parties.

3. Damage to Pool. The Boosters shall be responsible and shall reimburse the City for the costs to repair any damage to the Pool, facilities, or equipment caused by any affiliate of the Boosters, including teams or clubs competing in meets hosted by the Boosters.
4. Compliance with Safety Procedures. The Boosters shall ensure that it follows all applicable safety procedures during its use of the Pool including, but not limited to, directly hiring and employing Red Cross certified coaches and/or lifeguards at the sole expense of the Boosters, providing safety equipment, and enforcing the occupancy of the Pool and the entire facility to not exceed the allowed number of persons during swim meets and practices, as set by the City. The Boosters will provide at least one coach fully and currently certified in American Red Cross Lifeguarding and/or coaching, CPR/First Aid on the swimming pool deck at all times during its use of the Pool.
5. Indemnity and Hold Harmless. To the fullest extent permitted by law, the Boosters shall and hereby agree to indemnify, defend and hold harmless the City and its officers, employees, agents, successors and assigns from and against any and all suits, claims, liabilities, damages, judgments, order, decrees, actions, proceedings, fines, penalties, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, (collectively, "Claims") to the extent arising during the term of this Agreement and in any way relating to the Uses in Paragraph 1 or any other use of the Pool. The City will not be at any time or to any extent whatsoever liable, responsible or in any way accountable for any injury to or death of persons or loss, destructions, or damage to the property occurring in, on, or about the Pool facilities resulting from any use by the Boosters under this Agreement. The provisions of this Paragraph 5 shall survive the termination of this Agreement to the extent that any Claims arise or accrue with respect to the period from the Commencement Date to and through the Termination Date.
6. Insurance. The Boosters will at all times during the term of this Agreement maintain a policy of general liability insurance at their own expense to insure against all claims for injury or death of persons, or loss, destruction, or damage to property occurring in the facilities. The minimum coverage limit of the insurance policy shall be no less than Two Million Dollars (\$2,000,000) per occurrence. The policy must include the City of Colusa, its officers, employees, agents, successors and assigns as additional insureds. The Boosters must provide the City a copy of the proof of insurance, renewal notices, or notices of cancellation.
7. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the matter contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of the Agreement shall be set forth in writing and duly executed by both parties. If any provision of this Agreement is held to be void or unenforceable, the remaining provisions shall continue in full force and effect.
8. Assignment. The Boosters shall have no right to assign, sublicense or otherwise transfer its rights hereunder for any purpose.

COLUSA SWIM BOOSTERS

Dated: April __, 2023

Colusa Swim Boosters

CITY OF COLUSA

Dated: April __, 2023

GREG PONCIANO, MAYOR



City of Colusa California

STAFF REPORT

DATE: April 4th, 2023
TO: City of Colusa Mayor and Council Members
FROM: David Swartz, City Engineer through Jesse Cain, City Manager

AGENDA ITEM: Sunrise Landing Phase III Recordation of Final Map

- 1.) **Recommendation:** Council adopt Resolution No. _____ to Authorize the City Engineer to Sign the Subdivision Map and the City Clerk to Record the Final Map for the Sunrise Landing Phase III Subdivision (51 lots). See Attached

Background:

Colusa Industrial Properties (CIP) submitted an application for a tentative map to subdivide approximately 57.42 acres of property into 180 single family lots on lands owned by Colusa Industrial Properties lying west of Highway 20 and extending westerly of Sunrise Avenue. The tentative map was then modified in 2018 to eliminate the Agricultural Buffer located along western property boundary previously identified on the tentative map as "remainder". With the original tentative map there were Conditions of Approval and Development Agreement that was adopted via City Ordinance. An amended development agreement was adopted in 2018 which outlined various terms of the development phasing of the project, and when certain infrastructure items would be installed and the extent of installation etc..

CIP has teamed with a developer, named Blazona Concrete Inc. whom undertook the physical development of the first Phase of the project (40 lots). Blazona and CIP have continued their relationship, and as such Blazona has completed all construction of infrastructure for Phase I & II of the project which involves the development of 40 and 43 lots. Currently Phase III is approximately 70% complete, and the developer desires to post a security for the remaining construction and record the final map. This is allowed under Subdivision Map Act (Government Code Section 66410 et seq.), which allows a developer to record a final map or parcel map for a subdivision before completing all required improvements, provided that the developer posts a performance bond or other security to ensure that the improvements will be completed in a timely manner. This process is commonly referred to as a "subdivision bond and map" or "subdivision improvement agreement." Upon recordation of the map, the public improvements, i.e. Roads, water, sewer, etc.. constructed within the prescribed right of way becomes the property of the City of Colusa, and the City will take over the operations and maintenance. Additionally, based on previous work to form a regional Community Facilities District, this next phase will automatically be joined into the City CFD 02-2020.

BUDGET IMPACT: None

ATTACHMENT: See Attached final map and resolution

OWNER’S STATEMENT

THE UNDERSIGNED , HAVING RECORD TITLE INTEREST IN THE HEREON
SUBDIVIDED LANDS, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION
OF THIS PLAT OF SUNRISE LANDING SUBDIVISION–PHASE 1 AND OFFER FOR DEDICATION AND DO
HEREBY DEDICATE THE FOLLOWING:

1. STRIPS OF LAND INDICATED ON THE MAP AND PARTICULARLY NAMED AS
KITTYHAWK DRIVE, PIPER LANE, CORSAIR DRIVE, THUNDERBOLT COURT AND KING AIR DRIVE
FOR ANY AND ALL PUBLIC USES, INCLUDING BUT NOT LIMITED TO ROADWAYS, EASEMENTS OR
RIGHT–OF–WAYS FOR GAS, WALKWAYS, WATER, SEWER, DRAINAGE PIPES, OVERHEAD AND
UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL AND COMMUNICATIONS SERVICES,
LANDSCAPING AND ALL APPURTENANCES THERETO.
2. EASEMENTS INDICATED ON THE PLAT AS “P.S.E.” (PUBLIC SERVICES
EASEMENT). FOR BUT NOT LIMITED TO GAS, WATER, SEWER, STORM DRAINAGE, WALKWAYS
OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL AND ALL
APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT,
OBSTRUCT, OR INTERFERE WITH SAID PUBLIC SERVICES EASEMENT OR THE
USE THEREOF BY THE CITY OF COLUSA, ITS AGENTS, OR ANY FRANCHISEE.

BY:
EDWIN J. HULBERT, PRESIDENT
BLUE HERON RIDGE, INC.

RECORDER’S CERTIFICATE

FILED THIS DAY OF , 2022 , AT .M IN
BOOK OF SUBDIVISION MAPS, AT PAGE , AT THE REQUEST OF
ED HULBERT

ROSE GALLO–VASQUEZ BY:
COLUSA COUNTY RECORDER DEPUTY

FILE NO. FEE:

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF

ON , 2022 BEFORE ME, A NOTARY PUBLIC,

APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE
THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THE HE/SHE/THEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES). AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S)
ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE
STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE
AND CORRECT.

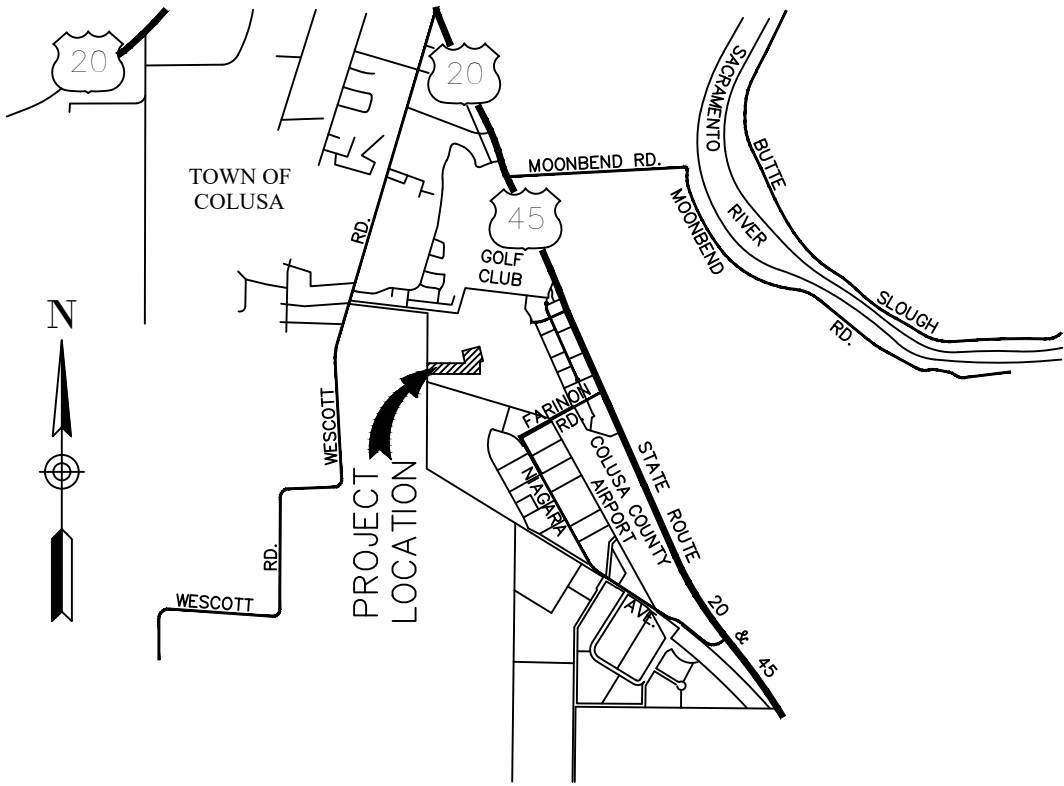
WITNESS MY HAND.

SIGNATURE (PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY

MY COMMISSION EXPIRES :

MY COMMISSION NUMBER :



VICINITY MAP
NOT TO SCALE

SUBDIVISION MAP
SUNRISE LANDING SUBDIVISION PHASE 2

BEING A RESUBDIVISION OF THE REMAINDER PARCEL SHOWN ON THAT CERTAIN FINAL MAP
RECORDED IN BOOK 2 OF SUBDIVISION MAPS AT PAGE 37, COLUSA COUNTY RECORDS LYING
WITHIN SECTION 5, T 15 N R 1 W M.D.B.& M.
CITY OF COLUSA, COLUSA COUNTY
CALIFORNIA APRIL 2022

SURVEYOR STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF ED HULBERT IN APRIL OF 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE _____, 2021, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY.

DATED: _____

GEORGE L. MUSALLAM
PLS 7104 EXP 12/31/2022



CITY ENGINEER’S STATEMENT

I, DAVID L. SWARTZ, CITY ENGINEER OF THE CITY OF COLUSA, DO HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF SUNRISE LANDING SUBDIVISION–PHASE 2 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE STATE SUBDIVISION MAP ACT AND APPLICABLE CITY ORDINANCES AT THE TIME OF APPROVAL OF THE TENTATIVE ARE IN COMPLIANCE.

DATED: _____

DAVID L. SWARTZ
CITY ENGINEER, RCE 52840

CITY SURVEYOR’S STATEMENT

I, DAVID L. SWARTZ, CITY SURVEYOR OF THE CITY OF COLUSA DO HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF SUNRISE LANDING SUBDIVISION–PHASE 2 AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT IN ACCORDANCE WITH ALL PROVISIONS OF ARTICLE 3 OF CHAPTER 2 OF THE 2021 STATE SUBDIVISION MAP ACT.

DATED: _____

DAVID L. SWARTZ
CITY SURVEYOR, PLS 8401

CITY PLANNER’S STATEMENT

THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE SUBDIVISION MAP HERETOFORE FILED APPROVED BY THE COLUSA CITY COUNCIL ON APRIL 3, 2018.

PLANNING DEPARTMENT
CITY OF COLUSA

DATE: _____

TAX COLLECTOR’S CERTIFICATE

I, DANIEL A. CHARTER, TAX COLLECTOR OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS OF UNPAID TAXES OR SPECIAL DISTRICT TAXES AGAINST ANY OF THE LANDS SHOWN ON THE ACCOMPANYING FINAL MAP.

DANIEL A. CHARTER
TAX COLLECTOR OF THE COUNTY OF COLUSA
ASSESSOR’S PARCEL NUMBER 017–130–108

DATE: _____

CITY CLERK’S CERTIFICATE

I, SHELLY KITTLE, CITY CLERK OF THE CITY OF COLUSA DO HEREBY CERTIFY THAT ON APRIL 3, 2018, THE CITY COUNCIL OF THE CITY OF COLUSA ADOPTED RESOLUTION NO. 08–21 FOR THE TENTATIVE SUBDIVISION MAP NO. 01–18 FOR SUBDIVISION PURPOSES.

SHELLY KITTLE
CITY CLERK, CITY OF COLUSA

DATE: _____

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

SUBDIVISION MAP
SUNRISE LANDING SUBDIVISION PHASE 2
BEING A RESUBDIVISION OF THE REMAINDER PARCEL SHOWN ON THAT CERTAIN FINAL MAP
RECORDED IN BOOK 2 OF SUBDIVISION MAPS AT PAGE 37, COLUSA COUNTY RECORDS LYING
WITHIN SECTION 5, T 15 N R 1 W M.D.B.& M.
CITY OF COLUSA, COLUSA COUNTY
CALIFORNIA APRIL 2022

LEGEND

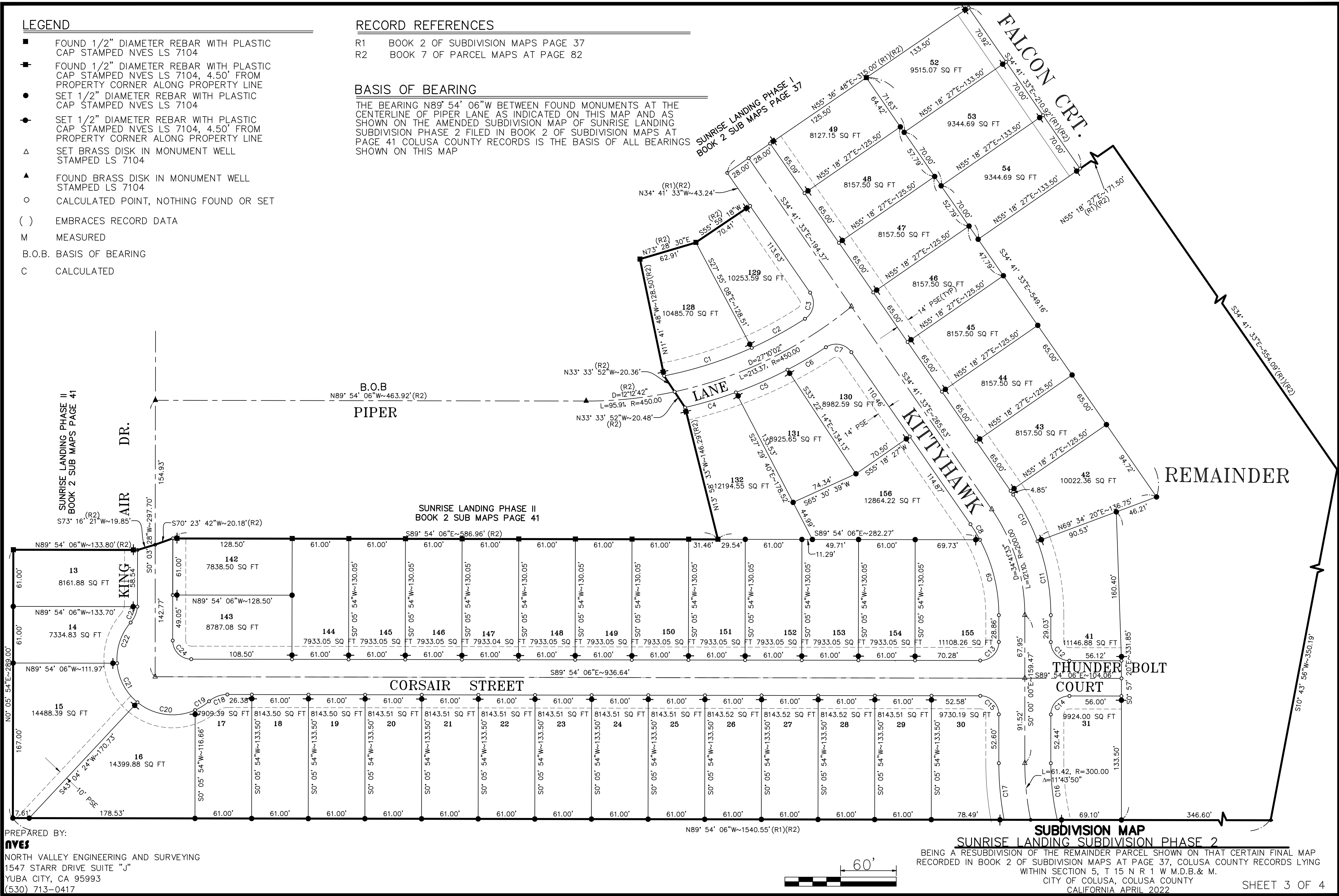
- FOUND 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104
- FOUND 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104, 4.50' FROM PROPERTY CORNER ALONG PROPERTY LINE
- SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104
- SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104, 4.50' FROM PROPERTY CORNER ALONG PROPERTY LINE
- △ SET BRASS DISK IN MONUMENT WELL STAMPED LS 7104
- ▲ FOUND BRASS DISK IN MONUMENT WELL STAMPED LS 7104
- CALCULATED POINT, NOTHING FOUND OR SET
- () EMBRACES RECORD DATA
- M MEASURED
- B.O.B. BASIS OF BEARING
- C CALCULATED

RECORD REFERENCES

- R1 BOOK 2 OF SUBDIVISION MAPS PAGE 37
- R2 BOOK 7 OF PARCEL MAPS AT PAGE 82

BASIS OF BEARING

THE BEARING N89° 54' 06"W BETWEEN FOUND MONUMENTS AT THE CENTERLINE OF PIPER LANE AS INDICATED ON THIS MAP AND AS SHOWN ON THE AMENDED SUBDIVISION MAP OF SUNRISE LANDING SUBDIVISION PHASE 2 FILED IN BOOK 2 OF SUBDIVISION MAPS AT PAGE 41 COLUSA COUNTY RECORDS IS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP



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

SUBDIVISION MAP
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CITY OF COLUSA, COLUSA COUNTY
CALIFORNIA APRIL 2022

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	99.35	431.00	13.21	N72° 16' 43"E	99.13
C2	65.40	431.00	8.69	N61° 19' 41"E	65.33
C3	32.00	20.00	91.67	N11° 08' 39"E	28.69
C4	57.13	469.00	6.98	N73° 29' 15"E	57.10
C5	60.68	469.00	7.41	N66° 17' 29"E	60.64
C6	48.06	469.00	5.87	N59° 38' 58"E	48.03
C7	30.92	20.00	88.59	N78° 59' 21"W	27.93
C8	19.60	172.00	6.53	N31° 25' 43"W	19.59
C9	84.55	172.00	28.16	N14° 04' 57"W	83.70
C10	56.76	228.00	14.26	N27° 33' 37"W	56.62
C11	81.29	228.00	20.43	N10° 12' 50"W	80.86
C12	31.38	20.00	89.90	S44° 57' 03"E	28.26
C13	31.45	20.00	90.10	N45° 02' 57"E	28.31
C14	31.45	20.00	90.10	S45° 02' 57"W	28.31
C15	31.38	20.00	89.90	N44° 57' 03"W	28.26
C16	61.57	272.00	12.97	S6° 29' 04"E	61.44
C17	61.30	328.00	10.71	S5° 21' 15"E	61.21
C18	21.43	30.00	40.93	S69° 38' 07"W	20.98
C19	17.80	60.00	16.99	N57° 40' 10"E	17.73
C20	65.97	60.00	62.99	S82° 20' 13"E	62.69

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	48.84	60.00	46.64	S27° 31' 18"E	47.50
C22	42.36	60.00	40.45	S20° 48' 00"W	41.48
C23	18.97	30.00	36.23	N22° 54' 39"E	18.65
C24	31.42	20.00	90.00	S44° 54' 06"E	28.28

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

SUBDIVISION MAP
SUNRISE LANDING SUBDIVISION PHASE 2
BEING A RESUBDIVISION OF THE REMAINDER PARCEL SHOWN ON THAT CERTAIN FINAL MAP
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CITY OF COLUSA, COLUSA COUNTY
CALIFORNIA APRIL 2022

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA TO APPROVE THE FINAL MAP OF THE SUNRISE LANDING SUBDIVISION PHASE III DIRECTING THE RECORDING THEREOF AND AUTHORIZING COLUSA INDUSTRIAL PROPERTIES, A CALIFORNIA CORPORATION AND COLUSA INDUSTRIAL PROPERTIES, INC., A CALIFORNIA CORPORATION, AS TO THEIR RESPECTIVE INTEREST APPEAR OF RECORDS

WHEREAS, the Planning Commission of the City of Colusa approved the Tentative map of a Subdivision located on property owned by Colusa Industrial Properties in 2016 and amended in 2018; and

WHEREAS, the Owner, Colusa Industrial Properties, have complied with any and all terms and conditions set forth by the Planning Commission, the Subdivision Ordinance of the City of Colusa and any other applicable state and local law or regulations; and

WHEREAS, the Owner has teamed with a Developer, Blazona Concrete Inc. who have constructed ALL infrastructure, both on and off-site, including but not limited to streets, sidewalks, drainage facilities, water service, sewer service, dry utilities, joint trench, and landscaping; and

WHEREAS, the Owner and Developer recognize that by approval of the final map for the Subdivision, City has conferred substantial rights upon Owner and Developer, including the right to sell, lease, or finance lots within the Subdivision.

WHEREAS, the Owner and Developer desire to post security for the remaining construction of the subdivision pursuant to Subdivision Map Act (Government Code Section 66410 et seq.).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Colusa that it hereby finds that the Final Map of the Sunrise Landing Subdivision Phase III (Exhibit A, attached hereto and incorporated herein by reference) conform to all requirements of the Subdivision Map Act of the State of California and the Colusa Municipal code applicable at the time of conditional approval of Tentative Map for said Subdivision and any rulings there under, and hereby approve said Final Map and directs the Clerk of the City of Colusa to sign the Final Map and take them to the Office of the Recorder of Colusa County, California for recordation.

I certify that the foregoing Resolution was adopted by the Council of the City of Colusa at a regularly scheduled meeting held on April 4th, 2023, by the following votes:

PASSED, APPROVED AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 4th day of April 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk



The City of Colusa, California

STAFF REPORT

DATE: April 4, 2023
TO: The Honorable Mayor Ponciano and Members of The City of Colusa City Council
FROM: Mathew Fontes, Senior Planner—through Mr. Jesse Cain, City Manager

AGENDA ITEM: Rancho Colus Tax Equity and Fiscal Responsibility Act (“TEFRA”) Bonds
Subject: Rancho Colus TEFRA Bonds

RECOMMENDATION: Adopt Resolution No._____, a Resolution approving, authorizing and directing execution of a joint exercise of powers agreement relating to the California Municipal Finance Authority and approving the issuance of exempt facility bonds for a qualified residential rental project by the authority for the purpose of financing or refinancing the acquisition, construction and improvement of certain facilities for the benefit of Rancho Colus LP.

BACKGROUND ANALYSIS: TEFRA requires that a public hearing be held by the governing body of the jurisdiction in which a project to be financed with tax-exempt financing is located, and that the governing body approve the proposed Financing. Building Better Partnerships, Inc. has asked that the California Municipal Finance Authority (the “CMFA”) be the issuer of tax-exempt financing in an amount not to exceed \$16,000,000 to finance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 1717 State Highway 20, Colusa, California. The CMFA is a joint powers authority formed to assist local governments, non-profit organizations, and businesses with the issuance of both taxable and tax-exempt debt. The debt to be issued by the CMFA will be the sole responsibility of the Borrower and the City of Colusa will have no financial or legal obligations or responsibilities with regard to the repayment of the debt. All financing documents will carry disclaimers that the loan is not an obligation of the City. The City will also bear no costs in the issuance of the proposed debt. It is recommended that the City Counsel adopt a resolution approving the issuance of bonds by the CMFA for the benefit of the Borrower. Such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code, and the California Government Code Section 6500. The resolution will also authorize the mayor or designee thereof to execute the Joint Exercise of Powers Agreement with the CMFA.

BUDGET IMPACT: None.

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

staff recommends that the City Council follow the “Requested Actions” on the first page of this staff report.

ATTACHMENT(S):

1. Resolution No. ____.

Approving, authorizing and directing execution of a joint exercise of powers agreement relating to the California Municipal Finance Authority and approving the issuance of exempt facility bonds for a qualified residential rental project by the authority for the purpose of financing or refinancing the acquisition, construction and improvement of certain facilities for the benefit of Rancho Colus LP.

2. Agreement.

Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority

/s/ Mathew Fontes

Mathew Fontes, Senior Planner
The City of Colusa

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on _____, _____, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the “Code”) will be held with respect to a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the “Authority”) of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, in an amount not to exceed \$15,000,000 (the “Bonds”). The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, construction, improvement and equipping of Rancho Colus, a multifamily rental housing project located at 1717 State Highway 20, Colusa, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned by Rancho Colus LP (the “Borrower”) or a partnership of which Building Better Partnerships, Inc. (the “Developer”) or a related person to the Developer is the general partner.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard, and will be held in the City Hall - City Council Chambers, 425 Webster Street, Colusa, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed or refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to, City Clerk, City of Colusa, 425 Webster Street, Colusa, California 95932.

Dated: _____, 2023

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT BY THE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF RANCHO COLUS LP

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), certain public agencies (the “Members”) have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”) in order to form the California Municipal Finance Authority (the “Authority”), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Colusa (the “City”), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council (the “City Council”) the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects; and

WHEREAS, Rancho Colus LP (the “Borrower”) a partnership of which Building Better Partnerships, Inc. (the “Developer”) or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$15,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 1717 State Highway 20, Colusa, California (the “Project”); and

WHEREAS, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Code, requires that an “applicable elected representative” of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

WHEREAS, the Authority has determined that the City Council is an “applicable elected representative” for purposes of holding such hearing; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and, the requirements of Section 4 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Code, and this City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority’s issuance of the Bonds therefor; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The Agreement is hereby approved and the Mayor or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk’s designee is hereby authorized and directed to attest thereto.

Section 3. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the issuance of the Bonds (a) by the “applicable elected representative” of the governmental unit having jurisdiction over the area in which the Project is located in accordance with Section 147(f) of the Code and; (b) by the City Council in accordance with Section 4 of the Agreement.

Section 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 7. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.
 Jones Hall, APLC
 475 Sansome Street, Suite 1700
 San Francisco, CA 94111

Section 8. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Colusa at a regular meeting of the City Council held on the ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

 GREG PONCIANO, MAYOR

ATTEST:

 Shelly Kittle, City Clerk

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Initial Members”):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the “Foundation”), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Colusa has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2023.

Member:

CITY OF COLUSA

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:



City of Colusa California

STAFF REPORT

DATE: April 4, 2023
TO: Mayor Ponciano and Members of the City Council
FROM: Joshua Fitch, Chief of Police, via Jesse Cain, City Manager, and Ryan Jones, City Attorney

AGENDA ITEM:

A Resolution of the Colusa City Council to authorize the Police Chief to waive the (RFP) request for proposal process to purchase police vehicle(s) from Hoblit motors utilizing the State Contract.

Recommendation: Authorize the Police Chief to purchase police vehicle(s) from Hoblit Motors

BACKGROUND ANALYSIS:

The Police Department historically tries to keep five or six marked patrol units available for patrol use. We currently have four, with one being a year model 2015, nearing 100,000 miles. With recent uncertainty as to the lead time for new vehicles it would be prudent to order one, or possibly two vehicles. If recent vehicle purchases can be any indicator, it is very likely that it will take six to 12 months to acquire new vehicles and have them upfitted for patrol.

BUDGET IMPACT:

None, the purchase(s) will come from the SLESF grant unless the Council chooses to use ARPA funds. (not to exceed \$50,000 per vehicle)

STAFF RECOMMENDATION:

Adopt Resolution 23- AUTHORIZING THE CITY OF COLUSA POLICE CHIEF TO WAIVE THE (RFP) REQUEST FOR PROPOSAL PROCESS TO PURCHASE POLICE VEHICLE FROM HOBLIT MOTORS

ATTACHMENT:

Resolution 23-

RESOLUTION NO. 23-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING
THE CITY OF COLUSA POLICE CHIEF TO WAIVE THE (RFP) REQUEST FOR
PROPOSAL PROCESS TO PURCHASE POLICE VEHICLE FROM HOBLIT MOTORS**

WHEREAS, the City of Colusa City Council has agreed to waive the (RFP) Request for proposal process and

WHEREAS, the City has a plan to purchase the police vehicle(s) from Hoblit Motors using the Sate contract;

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

1. The City Council authorizes the Police Chief to purchase a police vehicle(s) from Hoblit Motors.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 4th day of April 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk

Colusa City Council goals and objectives

Street / sidewalk repair
ADA Sidewalks / transitions
Repaint parking spots / crosswalks / curbs / bike lanes
Senior swim / activities
Family oriented events
Dog Park
Park improvements / Stage
Water Quality improvements
Long term outlook of cannabis industry / # of businesses / city wide tax
Mushroom plant odor
Cannabis facility odor
Community Center
Small business recruitment/ retention (boutique)
Additional Crosswalks on Bridge and Market (Cal-Trans)
Grant Dashboard on city website
Pirelli Building
Bike master plan update
Sports Complex
City wide staffing / resource evaluation
Asset List
Strategic spending plan (ARPA and Measure B)
Joint Commission / Council Meeting