



CITY COUNCIL MEETING

Tuesday, July 18, 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 – 5:00 PM

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2): (2 cases)
- 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
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957) Title: City Manager
- 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

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

1. Proclamation declaring July as Parks and Recreation 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.

2. **Approve** - Council Draft Minutes - June 6 and 20
3. **Receive and File** - Police Department June Report
4. **Receive and File** - Finance Department June Report
5. **Receive and File** - Recreation Department May and June Reports
6. **Receive and File** - May Treasurer's Report
7. **Receive and File** - June Warrants List
8. **Adopt** - Resolution approving the City of Colusa Code Enforcement Job Description

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

COUNCIL CONSIDERATION

9. **Subject:** Consideration of a Resolution of the City Council of the City of Colusa approving and authorizing the City Manager to sign the Hybrid Renewable Electric Energy Power Purchase Agreement and a Cooperative Agreement with BC&E Colusa USA LLC

Recommendation: Council to adopt the Resolution approving and authorizing the City Manager to sign the Hybrid Renewable Electric Energy Power Purchase Agreement and the Cooperative Agreement with BC&E Colusa USA LLC

10. **Subject:** Consideration of a Resolution of the City Council of the City of Colusa approving the emergency sewer line replacement project located on South 5th Street with H&H Trenching

Recommendation: Council to adopt the Resolution for the sewer line replacement project located on South 5th Street and hire H&H Trenching for the installation

11. Subject: Consideration of Resolutions approving the Proposed budget as recommended by City Manager and City Staff.

Recommendation: Council to adopt Resolution 23-__ Proposed Budget for Fiscal Year 2023-2024 and Council to adopt Resolution 23-__ Establishing the Proposed Budget Appropriation Limit for the fiscal year 2023-2024.

DISCUSSION ITEM

12. Review of City Noise and Nuisance Ordinance

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 of Colusa

PROCLAMATION

DECLARING JULY AS

PARKS and RECREATION MONTH

WHEREAS parks and recreation is an integral part of communities throughout this country, including City of Colusa; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS City of Colusa recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY Colusa City Council that July is recognized as Park and Recreation Month in the City of Colusa.

GREG PONCIANO, MAYOR



CITY COUNCIL MEETING

Tuesday, June 06, 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 - Council Members Conrado, Vaca, Codorniz, Garofalo and Mayor Ponciano were present.

PUBLIC COMMENTS – None.

CLOSED SESSION MEETING – 5:00 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

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957) Title: City Manager

- 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 – Mayor Ponciano stated no reportable action.

ROLL CALL – All council members were still present.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – Don Bransford commented about Mayor reported no reportable action from Closed Session.

Glen Hamm discussed concern about the speed limit on Main Street and 4th Street.

PRESENTATION

Mayor Ponciano presented to Police Chief Fitch a 101st Anniversary acknowledgment to the City of Colusa's Police Department.

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** - Council Draft Minutes of May 16
2. **Receive and File** - Fire Department April and May Report
3. **Receive and File** - Recreation Department April Report

ACTION: Motion by Council Member Vaca, seconded by Council Conrado to approve the consent items. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members reported meetings they attended.

City Attorney Jones reported the main points from the League of California City Attorney conference were affordable housing, homelessness, blight and SB 1383.

City Manager Cain reported meetings he attended.

City Engineer Swartz provided a Walnut Ranch update.

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.

PUBLIC HEARINGS

4. Consideration of a Resolution to approve the engineer's reports, confirming diagram maps, and ordering the levy on parcels for FY 2023-24 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

City Engineer Swartz confirmed no changes from last year.

Public Hearing opened and closed at 6:27 pm with no public comments.

ACTION: Motion by Mayor Ponciano, seconded by Council Member Garofalo to adopt **Resolution 23-25** to approve the engineer's reports which, confirm diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2023-24 for

the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

5. Consideration of a Resolution to approve engineer's reports, confirm diagram maps, and order the levy on parcels for FY 2022-23 for the City of Colusa Parks, Trees & Pool Improvement District.

City Manager Cain and City Engineer Swartz reported approximately 40 new parcels were added since last year. The \$36/per parcel has not changed since 1996.

Public Hearing opened and closed at 6:30 pm with no public comments.

ACTION: Motion by Council Member Vaca, seconded by Council Member Codorniz to adopt **Resolution 23-26** to approve the engineer's report which confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2022-23 for the City of Colusa Parks, Trees & Pool Improvement District. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

6. Consideration of a Resolution to approve the engineer's report, confirming diagram maps, and ordering the levy on parcels for FY 2023-24 for the Walnut Ranch Assessment District.

City Manager Cain reported a parcel fee of \$414 with no new parcels. Finance Director Aziz-Khan responded to the council about the Fund Balance correction in the staff report.

Public Hearing opened and closed at 6:35 pm with no public comments.

ACTION: Motion by Council Member Vaca, seconded by Council Member Conrado to adopt **Resolution 23-27** to approve the engineer's report, confirming diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2022-23 for the City of Colusa Walnut Ranch Assessment District. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

7. Consideration of a Resolution to approve the engineer's reports, confirm diagram maps, and order the levy on parcels for FY 2023-24 for the City of Colusa Community Facilities District (CFD) 2-2020.

City Manager Cain reported in 2020, this District was formed and any new development would be annexed into this District.

Public Hearing opened at 6:35 pm

Citizen Bransford inquired about the process.

Public Hearing opened and closed at 6:37 pm

ACTION: Motion by Council Member Conrado, seconded by Council Member Vaca to adopt **Resolution 23-28** to approve the engineer's report which, confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2022-23 for the City of Colusa CFD 2-2020. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

8. Consideration of a Resolution to authorize placement of solid waste liens from Recology on the 2023-24 County Property Tax Roll.

City Manager Cain explained this annual process. An updated "Exhibit A" was provided to council and the public.

Public Hearing opened at 6:39 pm

The Recology Representative answered questions and confirmed accounts were in the property owners' names.

Citizen John Rogers discussed his concerns with Recology

Public Hearing closed at 6:51 pm.

ACTION: Motion by Council Member Conrado, seconded by Mayor Ponciano to adopt **Resolution 23-29** authorizing delinquent solid waste liens on updated "Exhibit A" to be placed on the 2023-24 City Property Tax Roll with the County. Motion passed 3-2 with the following roll-call vote:

AYES: Conrado, Garofalo and Ponciano.

NOES: Codorniz and Vaca.

COUNCIL CONSIDERATION

9. Consideration of a Resolution to adopt the new (SSO) sanitary sewer overflow and (SSMP) sanitary sewer management plan.

City Manager Cain reported on the legislation to update the SSO and SSMP. Cain provided clarification and corrections on the draft noted by council.

ACTION: With no public comments, motion by Mayor Ponciano, seconded by Council Member Garofalo to adopt **Resolution 23-30** adopting the new (SSO) Sanitary Sewer Overflow and (SSMP) Sanitary Sewer Management Plan. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

10. Consideration of a Resolution to authorize the City Manager to sign the Hybrid Renewable Electric Energy Power Purchase Agreement (HREE) with BC&E as negotiated per Resolution NO. 23-18, adopted on April 18, 2023.

City Manager Cain explained the proposed project and introduced Wayne Herling with BC&E to discuss the details of the partnership, renewable energy and the city's 12 ½ % ownership interest. Mr. Herling provided details about his company, having a viable client, PG&E Bio Map program, and why they chose to partner with the City of Colusa.

Citizen John Rogers inquired about the biowaste and questioned the 12 ½% ownership. He suggested further research by the council.

Citizen Don Bransford inquired about liability, the city's interest and biosolids.

Susan Meeker, Pioneer Review clarified the difference between renewable energy and clean energy.

ACTION: The consensus of council was to bring back additional information for the next meeting.

DISCUSSION ITEMS

11. Sioc Street stop sign update

City Manager Cain stated Police Chief Fitch requested stop signs be removed on Sioc Street. Fitch explained the reasons why most of the stop signs were removed.

Citizen Don Bransford requested to put back two more stop signs since he lives on Sioc and doesn't want the traffic.

Citizen John Rogers mentioned adding additional cross streets to the southern part of town to solve some of the traffic issues.

12. City Boat Ramp update

Julie Garofalo recommended adding light and covering the gaps around the pilings on the boat dock.

FUTURE AGENDA ITEMS

PPA on BC&E

Assessment Districts

Fee Schedule

ADJOURNED at 8:10 pm.

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



CITY COUNCIL MEETING

Tuesday, June 20, 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 - Council Members Conrado, Vaca, Codorniz, Garofalo and Mayor Ponciano were present.

PUBLIC COMMENTS – None.

CLOSED SESSION MEETING – 5:00 PM

1. - 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

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957) Title: City Manager

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

ROLL CALL

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – Susan Meeker thanked the city and all the volunteers who provided assistance with the Founders Day event.

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

2. **Receive and File** - Finance Department May Report
3. **Receive and File** - Recreation Department May Report
4. **Receive and File** - May Warrants List
5. **Adopt** - Resolution adopting direct assessment for delinquent solid waste liens for the Fiscal Year 2022-23 on the 2023-24 Property Tax Roll.

ACTION: Motion made by Council Member Conrado seconded by Council Member Vaca to approve the consent items. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members reported on meetings they each attended.

City Attorney Jones reported Measure B information.

City Manager Cain reported on meetings he attended.

City Engineer Swartz provided an update in his department.

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.

Consultant Ash provided updates on grants and Prop 64.

City Clerk Kittle provided a reminder on the AB-1825 mandatory training.

City Treasurer Kelley discussed the proposal received from Tri-Counties.

PUBLIC HEARINGS

6. Consideration of a Resolution to approve the engineer's reports, confirm diagram maps, and order the levy on parcels for FY 2023-24 for the City of Colusa Parks, Trees & Pool Improvement District.

Public Hearing opened and closed at 6:27 pm with no public comments.

ACTION: Motion by Council Member Conrado, seconded by Council Member Vaca to adopt **Resolution 23-32** to approve the engineer's report which, confirms diagram maps

and parcels within the assessment district, and order the levy of assessment for FY 2023-24 for the City of Colusa Parks, Trees & Pool Improvement District. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

7. Consideration of a Resolution to approve the engineer's reports, confirm diagram maps, and order the levy on parcels for FY 2023-24 for the City of Colusa Community Facilities District (CFD) 2-2020.

Public Hearing opened and closed at 6:27 pm with no public comments.

ACTION: Motion by Council Member Conrado, seconded by Council Member Vaca to adopt **Resolution 23-33** to approve the engineer's report which, confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2023-24 for the City of Colusa CFD 2-2020. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

8. Consideration of a Resolution approving the engineer's report, confirming diagram maps, and ordering the levy on parcels for FY 2023-24 for the Walnut Ranch Assessment District.

Public Hearing opened and closed at 6:28 pm with no public comments.

ACTION: Motion by Council Member Vaca, seconded by Council Member Conrado to adopt **Resolution 23-34** to approve the engineer's report, confirming diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2023-24 for the City of Colusa Walnut Ranch Assessment District. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

9. Consideration of a Resolution to approve the engineer's reports, confirming diagram maps, and ordering the levy on parcels for FY 2023-24 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

Public Hearing opened and closed at 6:29 pm with no public comments.

ACTION: Motion by Council Member Conrado, seconded by Council Member Codorniz to adopt **Resolution 23-35** to approve the engineer's reports which, confirm diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2023-24 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

10. Fiscal Year 2023-24 Comprehensive Fee Schedule Public Hearing

City Manager Cain reported the 2023-24 schedule would be effective July 1, 2023. He noted changes and answered questions. Fire Chief Conley discussed the abatement letters, violations, and code enforcement.

Public Hearing opened and closed at 6:35 pm

ACTION: Motion by Council Member Conrado, seconded by Council Member Vaca to adopt **Resolution 23-36** approving Fiscal Year 2022-23 Comprehensive Fee Schedule changes and additions. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

COUNCIL CONSIDERATION

11. Consideration of Resolution of the City Council of the City of Colusa to authorize the City Manager to sign the contract with Brewer Environmental Consulting.

City Manager Cain reported Brewer Environmental has been doing work for the city for many years. Since the consultant was familiar with Colusa and specializes in environmental and initial studies, Cain requested using Brewer Environmental Consultant on an as-needed basis, not to exceed \$25,000 from July 2023-July 2024.

ACTION: Motion by Mayor Ponciano, seconded by Council Member Vaca to adopt **Resolution 23-37** to delegate the City Manager authority to execute the contract with Brewer Environmental Consulting. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

12. Consideration of a Resolution to authorize the City Manager to sign the contract with NV5 for Geotechnical Engineering Service

City Manager Cain reported the need for geotechnical engineering services for the Waste Water Treatment Plant. Since the contract expired with NV5, Cain requested a new contract on an as-needed basis.

ACTION: Motion by Council Member Vaca, seconded by Council Member Codorniz to adopt **Resolution 23-38** to delegate the City Manager authority to execute the Contract with NV5. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

13. Consideration of a Resolution for the Community Sake Grant Program

Consultant Sadie Ash provided information and answered questions about the program.

PUBLIC COMMENTS: Susan Meeker inquired if different organizations could apply for the same event.

ACTION: Motion by Council Member Codorniz, seconded by Council Member Vaca to adopt **Resolution 23-39** authorizing the city to move forward with the Community Sake Grant Program. Motion passed 5-0 with the following roll-call vote:

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

NOES: None.

DISCUSSION ITEM

14. Hybrid Renewable Electric Energy Power Purchase Agreement with BC&E LLC

City Manager Cain stated BC&E representatives were present for questions. Cain explained BC&E owns the building at Colusa Industrial Properties and has about 90% of the equipment.

Wayne Herling with BC&E provided an overview of the business, providing detail about producing energy from biomass on a 24-hour basis. With the city's current utility, the city will need to be 100% renewable energy by the Year 2045. Herling discussed the 12 ½% ownership, the Inflation Reduction Act, the tax credits, and carbon credits. City Attorney Jones confirmed the letter received from their legal counsel.

PUBLIC COMMENTS: Susan Meeker inquired about the number of employees BC&E would employ.

John Stuck asked about PG&E charges to use their power lines and if the city inquired about the other energy company.

Don Bransford asked about the scale of the project, and if the council would be comfortable signing the guaranteed contract without knowing what PG&E would do.

Wayne Herling stated the scale and the operations would not be an issue. He anticipates 80-100 tons/per day of various materials. He provided details of how the materials are converted.

Sadie Ash asked about the carbon char, storage and the future.

Bob Norman from BC&E explained further the process, the containment, and how it would be odor-free.

Joe Taucher inquired about stockpiling, reliability of power, etc.

John Rogers asked who owns the facility.

Sean Amsden stated he was a proponent of this project.

Don Bransford asked questions about the agreement.

Council directed staff to bring back the Purchase Power Agreement, contract, and the 12 ½ % negotiated agreement to the next council meeting on July 18th.

FUTURE AGENDA ITEMS

Brush pickup/Tree maintenance, including responsibilities between the city and citizens.

Noise Impacts and City Ordinance

ADJOURNED at 8:20 pm.

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

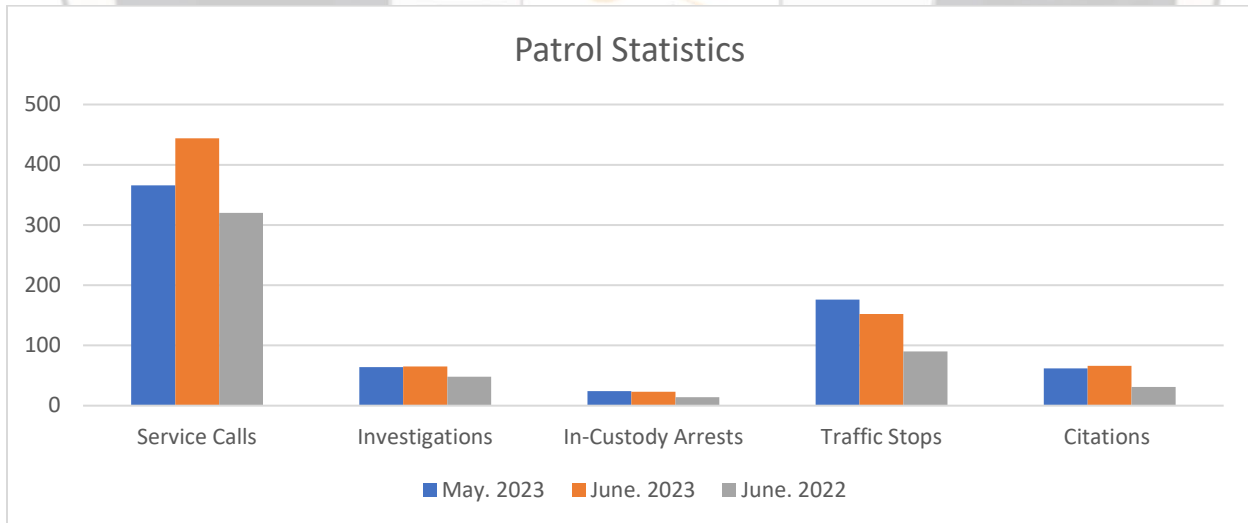
Colusa Police Department

Monthly Report for June 2023

Monthly Activities

- City Council Meetings
- Conducted CCW permit interviews
- Completed street closure for Colusa County Fair Parade
- Attended committee meeting for Micro Enterprise Loans
- Met with City of Colusa and RACE communications regarding internet/phone services
- Participated in Colusa County Fair law enforcement detail
- Participated in the Colusa Sheriff's Dept Junior Academy in Maxwell
- Attended the DOJ's RIPA Regulations Update Meeting
- Attended Colusa County Task Force Meeting

Monthly Statistics



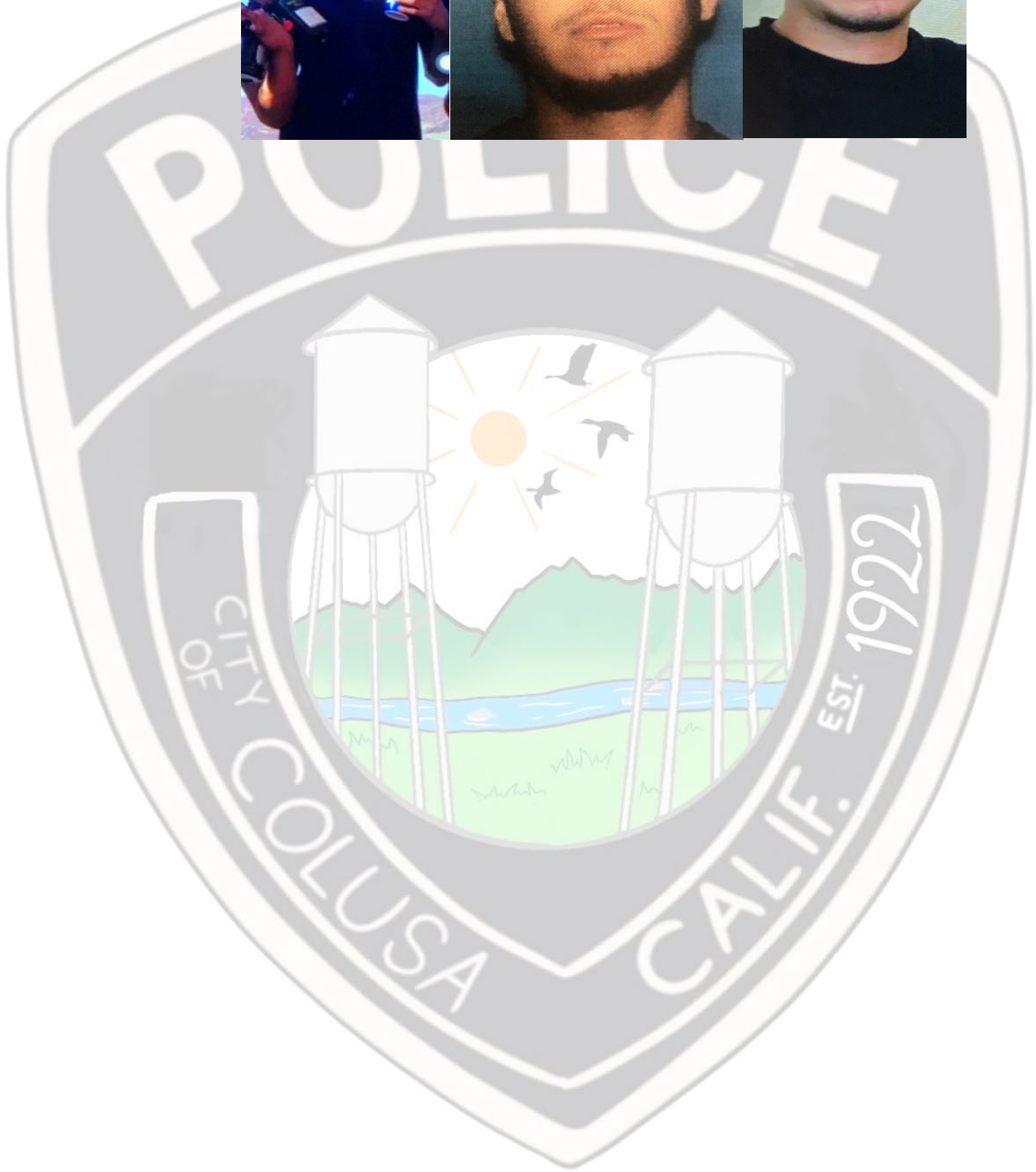
- There were 444 calls for service for patrol officers with 29 agency assists. The call volume was higher compared to the month of May which was 366. In June of 2022, there were only 320 calls for service indicating an approximate 25% increase in calls for service.
- During June 2023, there were 23 in-custody arrests. There were 8 citations issued in lieu of subjects being booked in jail. Both the in-custody arrest and citations issued in lieu of arrest were similar to that of May's. There were 4 domestic violence related incidents reported in June with 2 resulting in arrests. There were 5 DUI related arrests made. There were 65 reports initiated.
- During the month of June, officers initiated 152 traffic enforcement stops. There were 66 citations issued. Several of the citations issued were for registration violations and speeding violations. There were no reportable traffic collisions in June.

- The Police Services Manager handled 95 calls for service during the month of June. These calls for service don't include telephone calls handled by the Police Services Manager. Additionally, she continues to handle a significant number of CCW applications. DOJ clearances for CCW applicants continued to experience some delays. *Note: The Police Services Technician's calls for service are separate from patrol officers' calls for service.*

Items of Interest

- A friendly reminder to the parents of young drivers. The State of California requires operators of motor vehicles to be licensed. A 'learner's permit' isn't a valid license. A licensed driver over the age of 25 must accompany an individual who is driving with only a permit. If it is determined a parent is allowing a teenager to operate a motor vehicle without being properly licensed, they are violating section 14604(A) of the California Vehicle Code which is a misdemeanor. The vehicle could potentially be towed as well. There has been a noticeable increase in the number of teenagers who have been reported as driving without a license.
- Last year, Colusa County Sheriff's Office Deputy Knutson spearheaded a 'Junior Academy' in Maxwell. Students learned and participated in various activities that included crime scene/collision investigation, interviews, report writing, and traffic stops. Not only was the program a success, but there was also quite a bit of interest in future offerings of the program. The program is geared for children between 5th and 12th grade. This summer there will be 3 sessions of the Junior Academy. The session held in Colusa will be July 24-28th at Egling Middle School. Anyone with questions or wanting to enroll a student can email Lt. Martin at smartin@colusapd.org.
- The Colusa Fair Parade had some minor issues this year with water balloons. The Colusa Police Department assisted the California Highway Patrol with the Colusa County Fair. There were multiple altercations that occurred yet no arrests were made.
- The Colusa Police Department continues to investigate the murder of Giovanni Alcaraz. Alcaraz was murdered 3 years ago on 3/26/2020, on Wescott Road in front of the Colusa Garden Apartments. The shooting that ultimately claimed the life of Alcaraz occurred in the late afternoon, in broad daylight. The United States Marshal Service is attempting to locate the suspect, Christian Suarez. Suarez is 5-09 in height, 120 pounds, with black hair and brown eyes. He is from the Arbuckle area. An arrest warrant has been issued for Suarez who is pictured below. While the Colusa Police Department will occasionally receive investigative leads, we continue to ask for the public's assistance since it is strongly believed that Suarez remains in contact with family and some friends.

The integrity of Alcaraz's murder investigation is paramount. It is for this reason that specific details surrounding the events that led up to and the murder itself aren't made public. The Colusa Police Department will not engage nor comment on speculation put forth on social media. If anyone has any information related to the location of Suarez and/or the murder of Giovanni Alcaraz, please contact the Colusa Police Department.





City of Colusa
Finance Department
Monthly Staff Report – June 2023

Accounts Payable

- Review Income and Expense statement for June 2023
- June 2023 Warrant Listing.
- 107 accounts payable checks processed.
- Staff training on AP functions cont'd

Payroll

- Prepare June salary allocation transfers.
- June regular payroll.
- Implement (2) regular salary step increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

Accounts Receivable

- Provide continued utility billing customer support.
- 2,170 utility bills mailed.
- (3) bad checks processed.
- 1,728 cash 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 letters
- 24 Building Permits
- 99 Credit card Payments
- Planning application processed

City Hall - Customer Services

- 566 customers walk-ins.
- 135 utility late notices.
- 29 Water/Sewer shut off for non-payment.
- 13 open utility accounts & adjustments.
- 12 closed utility accounts.
- 700 received phone calls.

- 2 Events/marque and banner applications processed.
- 1 State Park Reservation & Revenue
- 60 public works service requests
- Issued 24 Building Permits
- 6 Encroach Permit
- 6 Scout Cabin
- 1 Meter Changes
- Certificate of Occupancy
- Use Permit
- 1 Pool Rentals

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.
- June 2023 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 (3).

Recreation Department

- Yoga classes are underway with the first class on 6/07 with 18 participants attending the first class. The remaining classes are anticipated to be full.
 - The instructor agreed to provide summer class morning sessions. Still free to participants.
 - Summer programs booklet and Flyers
 - Updated program in What's happening (monthly calendar)

CDBG-HOME

- Loan monitoring and correspondence.
- Flyers were distributed with utility bills.
- Extended HOME grant for one more year
- Three residents contact with questions and

The applications.

- Devonshire apartments monitoring cont'd
- PRA and quarterly reports
- Home Loan compliance and reporting requirements
- Work in process for Micro-Enterprise loans
- One loan closed, and two are in the process

Other

- Permit survey
- Street Sweeping invoice and reconciliation
- Contract for a new audit firm and the selection of audit firm
- Quarterly reports for business and building
- Processed LIHWAP program Payment and reporting
- Work with Corbin Willits on On-Line Bill Pay scheduled for end of December cont'd.
- Input in MOMs
- Attend HDL meetings
- Attend NCCISF meeting
- Work in progress with all city assessment districts, public notices, and staff reports
- Numerous 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 accounts
- Weekly Iworq meetings for the implementation of Public work module
- Back Flow Letter and 2nd Notices
- Iworq Portal setup and training
- Helped customers with zoning, city loan, rec programs and Historic Preservation
- 3 Bulk Water applications

Odor Complaints

Complaint period : June, 2023

- 2 total complaints
- 2 Mushroom Smell
- 0 Cannabis smell
- 0 Other

Donations:

- \$1,500 from Fire Fighter Association for a free Swim Week July 3rd, July 5th-July 8th

- \$300, from Janice Bell for a free Swim Day
- \$100 from Alison Yerxa towards free swim day or pay for 2 dollars for a kid who cannot afford to pay
- \$200 from In Memory of Erik Ingebretsen towards a free Swim Day
-

MAY Recreation

- ESA Boat Races were held 5/19 at the pool.
 - Groups built and raced cardboard boxes engineered by students.
 - Only 2 team representatives in a “Boat” at a time.
 - Lifejackets were mandatory for racers in the pool.
 - 106 total participants attended the event (signed waivers)
 - Will work with school to make event even more epic for the students next year.
- The pool opened on 5/1 for Adult Swim. Both Season and Monthly passes could be purchased for \$60 and \$20 respectively.
 - 60 Memberships purchased in May between the two pass types.
- Senior Swim opened on 5/5 and will run every Friday from 8am-10am.
 - 10 members so far!
- Family Swim passes were also made available for purchase:
 - \$300 for Residents
 - \$350 for Non-residents
- T-Ball season concluded 5/15 with all kids receiving medals after their last game.
 - Coaches began returning equipment with mostly everything being able to be used next season. Still waiting for two equipment bags but they’ve confirmed they will bring them to City Hall in the coming days.
 - We had an unusually wet season and had to postpone games further and further into May. No games were cancelled! 😊
- Yoga classes continued at City Hall with the final class being held on 5/15.
 - 38 Unique participants throughout the program.
 - Confirmed new Yoga program for Summer.
- 2023 Summer Recreation Guide was released on 5/18 and distributed to schools and the public to begin registration for summer programs.
 - Multiple classes and programs were filled and had waiting lists before month’s-end.
- The first wave of end of school year pool parties were held.
 - 431 Students attended.

- Pickleball Clinic was held at the Colusa High School tennis courts with members of the Yuba-Sutter Pickleball Club providing instruction.
 - Over 20 participants played on 4 courts.
- The hiring of lifeguards for summer positions began and culminated in dozens of applicants.
 - Interviews were held from 5/12 to 5/17
- Red Cross Lifeguard training course underway with CPR training portion completed at City Hall on 5/24. The remaining coursework will be completed by 6/5 (Before opening day of the pool).

JUNE Recreation

Pool

- Pool opened for Public Swim on Monday 6/5 with the hours of:
 - Monday – Saturday 12-5pm
 - Sundays from 1-5pm
 - \$2/session admission fee
- Concluded end of year school pool parties:
 - 466 attended the parties.
- Began our first private parties offered to the public with several scheduled for July.
- Have a “pool” of 15 certified lifeguards for the season to work with.
- An average of 70 daily swimmers with much more anticipated in July as the weather warms up and “Free Swim Day” sponsorships roll in.
- Sponsorships for Free Swim Days began rolling in with about half of July already allocated to be designated as a Free Swim Day. Anticipating much more to come.
 - \$300/day to sponsor
- Working with the county to be able to offer a “Snack Bar” to the public during Public Swim hours.
- The Colusa Swim Team held their annual Time Trials on 6/13 after Public Swim hours.
- Aqua Zumba classes are underway with classes held on Saturdays from 8:30am-9:30am.
- Swim Lessons were held from 6/19 to 6/29 with a total of 47 students.
- Swim memberships:
 - 26 NEW Adult Swim Pass registrations
 - 16 Senior Swim Pass members

Summer Recreation

- Colusa Camp was held from 6/13 to 6/16 with a full class. Activities ranged from exploring the city doing scavenger hunts, art project at the Arts Council, activities in the Auditorium, Karate, games at the park and activities at the pool. Will need to expand program to multiple sessions or larger initial group. There was a very large waiting list for this program.
- Session one of our tennis clinic was held starting on 6/19 at the tennis courts at Sankey/Elmwood Park. This weeklong class had 18 participants registered.
- Our first Parent's Night Out was a huge success with 12 kids in attendance at the Scout Cabin. Games, activities, and projects were the theme of the evening. Pizza, drinks, and snacks were provided to the children. Looking to expand this program into other seasons as well.
- "Tabled" at Concerts In The Park (6/29) adjacent to the bounce house. Also set up an area for games and activities for the children in attendance. They really enjoyed playing "Flag Tag" and writing on the sidewalk with chalk.
- Work on Senior Fridays initiated and has resulted in several people attending weekly to play pickleball as well as play board games inside the Scout Cabin. Working with local organizations to begin a more formal approach.
- Set up our pickleball net every Friday at the Scout Cabin to coincide with Senior Fridays (10:30am-1pm). Kept up a couple times until 5pm. Lots of verbal interest but attendance was minimal. Recent uptick as people began migrating over from the pool to the court during public swim breaks.
- We were able to continue our Yoga class in the Auditorium. This free class is held every Wednesday morning from 7am-8am. Work to expand and enhance this program is underway.
- In agreement with an instructor for Tai Chi as well as Shorin-Ryu (Karate) classes scheduled to begin in August.



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

ITEM FOR JULY 18, 2023

To: Colusa City Council Members

Re: Treasurer's Report for month ending May 2023

Please find the attached financial reports for your review. Based on the information provided to me by the finance department, this report represents the financial record as of May 31, 2023.

I have included a summary below:

Bank Balance as of May 31, 2023	\$9,249,537.89
Outstanding payables	(27,391.97)
LAIF Balance as of May 31, 2023	10,853,326.61
Petty Cash	500.00
Total Balance as of May 31, 2023	<u>\$20,075,972.53</u>

Respectfully submitted,


Devin Kelley, City Treasurer

**CITY OF COLUSA, CALIFORNIA
BANK RECONCILIATION
FOR THE MONTH MAY 2023**

Bank Records:

Wells Fargo Bank Balance - May 31, 2023	\$ 9,249,537.89
Wells Fargo Escrow Account Balance - May 31, 2023	-
ADD / SUBTRACT:	
Outstanding Accounts Payable	(16,009.22)
Outstanding Payroll Payable	(11,382.75)
Reconciling Items:	-
<hr/>	
Reconciled Checking Balance - Wells Fargo Bank - May 31, 2023	9,222,145.92
LAIF Balance - May 31, 2023	10,853,326.61
Petty Cash Balance - May 31, 2023	500.00
<hr/>	
Total Reconciled Bank Balances - May 31, 2023	<u>\$ 20,075,972.53</u>

City Records (Post Journal Entries):

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 9,226,521.40
10995 - LAIF	10,853,326.61
10100 - Petty Cash	500.00
<hr/>	
Total Checking and LAIF	\$ 20,080,348.01
ADD / SUBTRACT:	
Credit Card Deposits in MOMS - Not In Bank	(4,581.51)
Rec.Desk not posted - In Bank	144.53
CalPers Payment	
Credit Card payment in MOM not in Bank	61.50
<hr/>	
1Total Reconciled Book Balance - May 31, 2023	<u>\$ 20,075,972.53</u>

CITY OF COLUSA

JUNE 2023

WARRANT LISTING

Item 7.

Check Number	Check Date	Check Amo	Vendor:	Invoice Number	Fund:	Account	Dept.:	Description
61863	6/6/2023	8.86	SUPERIOR CALIFORNIA OFFIC	INV101236	214	52500	710	PROFESSIONAL SERVICES - POLICE
61863 Total		8.86						
61864	6/5/2023	950.93	AFLAC	6/5/2023	101	22340		P/R Liab - Long Term Disa
61864 Total		950.93						
61865	6/5/2023	60.77	AIRGAS USA, LLC	913772402	101	52150	320	OXYGEN / FIRE
61865	6/5/2023	101.41	AIRGAS USA, LLC	999697562	101	52150	320	OXYGEN / FIRE
61865	6/5/2023	194.7	AIRGAS USA, LLC	999700698	101	52150	320	OXYGEN / FIRE
61865 Total		356.88						
61866	6/1/2023	489.09	ALLIANT NETWORKING SERVIC	14342	101	52500	230	MAINTENANCE AGREEMENT MARCH 2023
61866	6/1/2023	489.09	ALLIANT NETWORKING SERVIC	14342	410	52500	230	MAINTENANCE AGREEMENT MARCH 2023
61866	6/1/2023	489.1	ALLIANT NETWORKING SERVIC	14342	430	52500	230	MAINTENANCE AGREEMENT MARCH 2023
61866	6/1/2023	489.42	ALLIANT NETWORKING SERVIC	14504	101	52500	230	MAINTENANCE AGREEMENT JUNE 2023
61866	6/1/2023	489.42	ALLIANT NETWORKING SERVIC	14504	410	52500	230	MAINTENANCE AGREEMENT JUNE 2023
61866	6/1/2023	489.42	ALLIANT NETWORKING SERVIC	14504	430	52500	230	MAINTENANCE AGREEMENT JUNE 2023
61866 Total		2935.54						
61867	6/5/2023	282	AMERICAN RIVER COLLEGE	23-358	214	51300	710	TRAINING - POLICE
61867 Total		282						
61868	6/5/2023	9954.14	AQUA-AEROBIC SYSTEMS INC	1036682	430	52500	690	CONTROLS UPGRADE FOR EXISTING FILTERS - SEWER
61868 Total		9954.14						
61869	6/1/2023	2758.34	THIRKETTLE CORPORATION	INV009502	410	52500	670	SUPPORT FLEX - WATER
61869 Total		2758.34						
61870	6/6/2023	260	SADIE ASH	6/5/2023	101	52500	210	GRANT REVISIONS - ADMIN. SERVICES
61870	6/6/2023	390	SADIE ASH	6/5/2023	101	53601	215	GRANT REVISIONS APPLICATION SUBMITTED/ ECON DEV
61870	6/6/2023	2145	SADIE ASH	6/5/2023	101	53601	215	GRANT REVISIONS APPLICATION SUBMITTED/ ECON DEV
61870	6/6/2023	1300	SADIE ASH	6/5/2023	101	53601	215	GRANT REVISIONS APPLICATION SUBMITTED/ ECON DEV
61870	6/6/2023	130	SADIE ASH	6/5/2023	101	53601	215	CDBG MEETINGS / ECON. DEV.
61870	6/6/2023	910	SADIE ASH	6/5/2023	101	53601	215	FUTURE GRANT REVIEW / ECON. DEV.
61870	6/6/2023	195	SADIE ASH	6/5/2023	101	53601	215	PROP 68 GRANT WORK / ECON. DEV.
61870	6/6/2023	260	SADIE ASH	6/5/2023	101	52500	640	PARK & REC BOOK / REC
61870	6/6/2023	390	SADIE ASH	6/5/2023	101	53601	215	SEATOW LIFE JACKET GRANT / ECON DEV
61870	6/6/2023	260	SADIE ASH	6/6/2023	101	52500	210	PRT IMPROVEMENT PROJECT / ADMIN. SERVICES
61870	6/6/2023	1300	SADIE ASH	6/6/2023	101	53601	215	APPLICATION CD SEMPLE REV. / ECON. DEV
61870	6/6/2023	520	SADIE ASH	6/6/2023	101	53601	215	GRANT PROJECTS / ECON. DEV.
61870 Total		8060						
61871	6/5/2023	320.19	AT&T MOBILITY	6/5/2023	101	53200	320	WIRELESS SERVICES - FIRE
61871 Total		320.19						
61872	6/6/2023	16853.01	AXON ENTERPRISE, INC	INUS12143	101	53300	710	2022 CORE+ BUNDLE - POLICE
61872	6/6/2023	424.35	AXON ENTERPRISE, INC	INUS15340	101	53300	710	LICENSE BUNDLE / POLICE
61872 Total		17277.36						
61873	6/6/2023	86.91	CLIFFORD BURRIIOUS	6/6/2023	101	52110	640	REIMBURSEMENT FOR REC SUPPLIES - REC
61873 Total		86.91						
61874	6/1/2023	65.36	CINTAS	415597725	410	51200	670	LINEN MAINTENANCE
61874	6/1/2023	65.37	CINTAS	415597725	430	51200	690	LINEN MAINTENANCE

CITY OF COLUSA

JUNE 2023

WARRANT LISTING

Item 7.

61874	6/1/2023	42.16	CINTAS	415597728	101	51200	630	LINEN MAINTENANCE
61874	6/1/2023	42.17	CINTAS	415597728	101	51200	650	LINEN MAINTENANCE
61874	6/1/2023	42.17	CINTAS	415666550	101	51200	630	LINEN MAINTENANCE - STREETS
61874	6/1/2023	42.16	CINTAS	415666550	101	51200	650	LINEN MAINTENANCE - PARKS
61874	6/1/2023	69.72	CINTAS	415666553	410	51200	670	LINEN MAINTENANCE
61874	6/1/2023	69.73	CINTAS	415666553	430	51200	690	LINEN MAINTENANCE
61874	6/6/2023	42.16	CINTAS	415733934	101	51200	630	LINEN MAINTENANCE / STREETS
61874	6/6/2023	42.17	CINTAS	415733934	101	51200	650	LINEN MAINTENANCE / PARKS
61874	6/6/2023	69.72	CINTAS	415733942	410	51200	670	LINEN MAINTENANCE - WATER
61874	6/6/2023	69.73	CINTAS	415733942	430	51200	690	LINEN MAINTENANCE - SEWER
61874 Total		662.62						
61875	6/6/2023	60	CITY OF YUBA CITY	29821	430	52520	690	TESTING / SEWER
61875	6/6/2023	76	CITY OF YUBA CITY	29835	410	52520	670	TESTING / WATER
61875	6/6/2023	350.6	CITY OF YUBA CITY	29841	430	52520	690	TESTING / SEWER
61875	6/6/2023	202	CITY OF YUBA CITY	29848	430	52520	690	TESTING / SEWER
61875	6/6/2023	60	CITY OF YUBA CITY	29852	430	52520	690	TESTING / SEWER
61875	6/6/2023	60	CITY OF YUBA CITY	29858	430	52520	690	TESTING / SEWER
61875	6/6/2023	751.2	CITY OF YUBA CITY	29877	410	52520	670	TESTING / WATER
61875	6/6/2023	76	CITY OF YUBA CITY	29882	410	52520	670	TESTING / WATER
61875	6/6/2023	76	CITY OF YUBA CITY	29883	410	52520	670	TESTING / WATER
61875	6/6/2023	60	CITY OF YUBA CITY	29888	430	52520	690	TESTING / SEWER
61875	6/6/2023	60	CITY OF YUBA CITY	29890	430	52520	690	TESTING / SEWER
61875	6/5/2023	144	CITY OF YUBA CITY	29900	430	52520	690	TESTING / SEWER
61875	6/5/2023	76	CITY OF YUBA CITY	29916	410	52520	670	TESTING / WATER
61875	6/5/2023	60	CITY OF YUBA CITY	29942	430	52520	690	TESTING / SEWER
61875	6/5/2023	76	CITY OF YUBA CITY	29944	410	52520	670	TESTING / WATER
61875	6/5/2023	202	CITY OF YUBA CITY	29946	430	52520	690	TESTING / SEWER
61875	6/5/2023	60	CITY OF YUBA CITY	29947	430	52520	690	TESTING / SEWER
61875	6/5/2023	60	CITY OF YUBA CITY	29950	430	52520	690	TESTING / SEWER
61875	6/5/2023	114	CITY OF YUBA CITY	29961	410	52520	670	TESTING / WATER
61875	6/5/2023	60	CITY OF YUBA CITY	29991	430	52520	690	TESTING / SEWER
61875	6/5/2023	76	CITY OF YUBA CITY	29995	410	52520	670	TESTING / WATER
61875	6/5/2023	60	CITY OF YUBA CITY	29999	430	52520	690	TESTING / SEWER
61875	6/5/2023	38	CITY OF YUBA CITY	30005	410	52520	670	TESTING / WATER
61875	6/5/2023	144	CITY OF YUBA CITY	30006	430	52520	690	TESTING / SEWER
61875	6/5/2023	60	CITY OF YUBA CITY	30008	430	52520	690	TESTING / SEWER
61875	6/5/2023	114	CITY OF YUBA CITY	30072	410	52520	670	TESTING / WATER
61875	6/5/2023	60	CITY OF YUBA CITY	30085	430	52520	690	TESTING / SEWER
61875	6/5/2023	475.5	CITY OF YUBA CITY	30096	410	52520	670	TESTING / WATER
61875	6/5/2023	484.01	CITY OF YUBA CITY	30097	430	52520	690	TESTING / SEWER
61875	6/5/2023	144	CITY OF YUBA CITY	30099	430	52520	690	TESTING / SEWER
61875	6/5/2023	38	CITY OF YUBA CITY	30104	410	52520	670	TESTING / WATER
61875 Total		4377.31						
61876	6/1/2023	9572.66	CITY OF WILLIAMS	22-02	101	52500	230	SHARE OF LAFCO COSTS FOR FY 22-23

CITY OF COLUSA

JUNE 2023

WARRANT LISTING

Item 7.

61876	6/1/2023	9572.67	CITY OF WILLIAMS	22-02	410	52500	230	SHARE OF LAFCO COSTS FOR FY 22-23
61876	6/1/2023	9572.67	CITY OF WILLIAMS	22-02	430	52500	230	SHARE OF LAFCO COSTS FOR FY 22-23
61876 Total		28718						
61877	6/5/2023	232.7	CLOSE LUMBER INC.	2305-3406	253	60010	650	DOBIES (SPLASH PAD) - PARKS
61877	6/5/2023	469.99	CLOSE LUMBER INC.	2305-3408	253	60010	650	WOOD STAKES (SPLASH PAD) - PARKS
61877 Total		702.69						
61878	6/5/2023	135	COLUSA INDIAN HEALTH CLIN	6/5/2023	101	53800	630	PHYSICAL - STREETS
61878	6/5/2023	85.5	COLUSA INDIAN HEALTH CLIN	6/5/2023	410	53800	670	DRUG SCREEN & PHYSICAL / WATER
61878	6/5/2023	85.5	COLUSA INDIAN HEALTH CLIN	6/5/2023	430	53800	690	DRUG SCREEN & PHYSICAL / SEWER
61878 Total		306						
61879	6/1/2023	366.75	COUNTY OF COLUSA/OFFICE O	6/1/2023	101	52541	710	ANIMAL CONTROL SERVICES / POLICE
61879	6/6/2023	16196.4	COUNTY OF COLUSA/OFFICE O	6/6/2023	101	52541	710	CONTRACT C23-020 DISPATCH SERVICES / POLICE
61879 Total		16563.15						
61880	6/5/2023	340	COLUSA PROFESSIONAL	6/5/2023	101	22400		P/R Liab - Firemen Assoc
61880 Total		340						
61881	6/6/2023	320.68	DERODA INC.	81272	101	52720	630	WHEEL CHARGER / STREETS
61881	6/6/2023	58.69	DERODA INC.	83512	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881	6/6/2023	349.47	DERODA INC.	83524	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881	6/6/2023	50.31	DERODA INC.	83662	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881	6/6/2023	77	DERODA INC.	84078	214	52720	710	OIL FILTER / POLICE
61881	6/6/2023	349.47	DERODA INC.	84079	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881	6/6/2023	29.29	DERODA INC.	84113	214	52720	710	SUPER CLEAN DEGREASER / POLICE
61881	6/6/2023	4.34	DERODA INC.	84379	101	52720	630	EQUIPMENT MAINTENANCE/ STREETS
61881	6/6/2023	393.83	DERODA INC.	84814	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881	6/6/2023	51.15	DERODA INC.	84922	101	52720	650	EQUIPMENT MAINTENANCE / PARKS
61881	6/6/2023	170.4	DERODA INC.	84946	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881	6/6/2023	617.17	DERODA INC.	84964	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881	6/6/2023	16.7	DERODA INC.	84965	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881	6/6/2023	278.81	DERODA INC.	85054	101	52720	630	EQUIPMENT MAINT. / STREETS
61881	6/6/2023	66.14	DERODA INC.	85104	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61881 Total		2833.45						
61882	6/6/2023	338.51	COMPUTER LOGISTICS	84250	214	52500	710	MONTHLY CLOUD SERVICES / POLICE
61882	6/6/2023	150	COMPUTER LOGISTICS	84261	214	52500	710	DOMAIN ANNUAL RENEWAL / POLICE
61882 Total		488.51						
61883	6/5/2023	158.16	COMCAST	6/5/2023	101	53200	710	SERVICES 5/21-6/20 - POLICE
61883	6/6/2023	70.77	COMCAST	6/6/2023	101	53200	630	SERVICES FROM 5/31-JUN/30 - STREETS
61883 Total		228.93						
61884	6/1/2023	319.79	CORBIN WILLITS SYSTEMS IN	C305151	101	53300	230	ENHANCEMENT AND SERVICE FEES FOR JUNE 2023
61884	6/1/2023	319.79	CORBIN WILLITS SYSTEMS IN	C305151	410	53300	230	ENHANCEMENT AND SERVICE FEES FOR JUNE 2023
61884	6/1/2023	319.81	CORBIN WILLITS SYSTEMS IN	C305151	430	53300	230	ENHANCEMENT AND SERVICE FEES FOR JUNE 2023
61884 Total		959.39						
61885	6/5/2023	513.5	COLUSA POLICE ASSOCIATION	6/5/2023	101	22410		P/R Liab - Police Assoc D
61885 Total		513.5						
61886	6/6/2023	61.98	L.N. CURTIS AND SONS	INV703942	214	51200	710	CLOTHING / POLICE

CITY OF COLUSA

JUNE 2023

WARRANT LISTING

Item 7.

61886	6/6/2023	88.77	L.N. CURTIS AND SONS	INV703945	214	51200	710	CLOTHING / POLICE
61886	6/6/2023	25.62	L.N. CURTIS AND SONS	INV704136	214	51200	710	CLOTHING / POLICE
61886	6/5/2023	75.03	L.N. CURTIS AND SONS	INV704947	214	51200	710	CLOTHING / POLICE
61886 Total		251.4						
61887	6/1/2023	2407.52	DAVIES OIL COMPANY, INC.	71217	101	52270	710	Fuel
61887	6/1/2023	592.87	DAVIES OIL COMPANY, INC.	71217	101	52270	320	Fuel
61887	6/1/2023	98.95	DAVIES OIL COMPANY, INC.	71217	101	52270	650	Fuel
61887	6/1/2023	930.32	DAVIES OIL COMPANY, INC.	71217	101	52270	630	Fuel
61887	6/1/2023	474.12	DAVIES OIL COMPANY, INC.	71217	410	52270	670	Fuel
61887	6/1/2023	1127.33	DAVIES OIL COMPANY, INC.	71217	430	52270	690	Fuel
61887 Total		5631.11						
61888	6/6/2023	120	DAVIES CHEVRON	6/6/2023	214	52720	710	CARWASH (X12) - POLICE
61888 Total		120						
61889	6/6/2023	821.25	WILBUR-ELLIS COMPANY LLC	15756448	101	52260	630	POWERMAX- STREETS
61889	6/6/2023	821.25	WILBUR-ELLIS COMPANY LLC	15756448	101	52260	650	POWERMAX- PARKS
61889	6/6/2023	901.03	WILBUR-ELLIS COMPANY LLC	15756485	101	52260	630	CHEMICALS / STREETS
61889	6/6/2023	901.03	WILBUR-ELLIS COMPANY LLC	15756485	101	52260	650	CHEMICALS / PARKS
61889 Total		3444.56						
61890	6/1/2023	52	DEPARTMENT OF JUSTICE	PO 64300	101	52430	710	Weapons Permit Police
61890	6/6/2023	208	DEPARTMENT OF JUSTICE	PO 64302	101	52430	710	Weapons Permit Police
61890 Total		260						
61891	6/6/2023	93	DEPARTMENT OF JUSTICE	PO 64301	101	52430	710	CCW PERMIT (K. DUENAS) / POLICE
61891 Total		93						
61892	6/6/2023	78	EFFIE'S TIRE & LUBE	24259	214	52720	710	EQUIPMENT MAINT. / POLICE
61892 Total		78						
61893	6/5/2023	509.07	FIDELITY SECURITY LIFE IN	6/5/2023	997	22330		VISION INSURANCE COVERAGE
61893 Total		509.07						
61894	6/1/2023	97.87	GRIFF'S FEED & SEED	5623	101	51200	630	BOOTS - STREETS
61894	6/1/2023	97.87	GRIFF'S FEED & SEED	5623	101	51200	650	BOOTS - PARKS
61894	6/1/2023	100	GRIFF'S FEED & SEED	6781	101	51200	630	PANTS - STREETS
61894	6/1/2023	100	GRIFF'S FEED & SEED	6781	101	51200	650	PANTS - PARKS
61894	6/6/2023	287.03	GRIFF'S FEED & SEED	6864	430	52260	690	DIAMOND DOG FOOD / SEWER
61894 Total		682.77						
61895	6/1/2023	433.5	THE HARTFORD	239691969	997	22310		LIFE INSURANCE PREMIUM
61895 Total		433.5						
61896	6/5/2023	209.51	MIKAH D HOGAN	6/5/2023	214	51300	710	TRAVEL & TRAINING REIMBURSEMENT / POLICE
61896 Total		209.51						
61897	6/5/2023	296.76	DAVID JACKSON	6/5/2023	214	51300	710	TRAINING AND TRAVEL REIMBURSEMENT / POLICE
61897 Total		296.76						
61898	6/6/2023	563.83	JOHNSON PRINTING & DESIGN	67239	214	52100	710	BUSINESS CARDS (JACKSON/XIONG) & STAMPED ENVELOPES
61898 Total		563.83						
61899	6/1/2023	1.13	JOHN DEERE FINANCIAL	2784051	310	59200	650	MOWER LEASE
61899	6/1/2023	142.36	JOHN DEERE FINANCIAL	2784051	310	59100	650	MOWER LEASE
61899	6/1/2023	5.08	JOHN DEERE FINANCIAL	2784051	253	59200	650	MOWER LEASE

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61899	6/1/2023	640.62	JOHN DEERE FINANCIAL	2784051	253	59100	650	MOWER LEASE
61899	6/1/2023	5.08	JOHN DEERE FINANCIAL	2784051	101	59200	650	MOWER LEASE
61899	6/1/2023	640.63	JOHN DEERE FINANCIAL	2784051	101	59100	650	MOWER LEASE
61899 Total		1434.9						
61900	6/6/2023	326.92	JORGENSEN COMPANY	6069359	214	52200	710	FIRE EXT ANNUAL MAINT. / POLICE
61900 Total		326.92						
61901	6/5/2023	132.98	NEWBRIAN LEE	6/5/2023	214	51300	710	TRAINING & TRAVEL REIMBURSEMENT / POLICE
61901 Total		132.98						
61902	6/6/2023	1797.98	LES SCHWAB TIRE CENTER	621003455	410	52720	670	EQUIPMENT MAINTENANCE / WATER
61902	6/6/2023	116.17	LES SCHWAB TIRE CENTER	621003466	101	52720	650	EQUIPMENT MAINTENANCE / PARKS
61902	6/6/2023	1485.13	LES SCHWAB TIRE CENTER	621003476	430	52720	690	EQUIPMENT MAINTENANCE / SEWER
61902 Total		3399.28						
61903	6/1/2023	20.65	GEORGE L. MESSICK CO.	586260/1	410	52720	670	EQUIPMENT MAINT. / WATER
61903	6/1/2023	21.74	GEORGE L. MESSICK CO.	586422/1	430	52110	690	STRAP WRENCH SET - SEWER
61903	6/1/2023	14.12	GEORGE L. MESSICK CO.	586430/1	410	52720	670	EQUIPMENT MAINT. - WATER
61903	6/1/2023	321.83	GEORGE L. MESSICK CO.	586708/1	253	52250	640	CHLORINE / REC
61903	6/1/2023	9.78	GEORGE L. MESSICK CO.	586710/1	253	52110	640	SUPPLIES - REC
61903	6/1/2023	25	GEORGE L. MESSICK CO.	586748/1	410	52720	670	EQUIPMENT MAINT. - WATER
61903	6/1/2023	119.6	GEORGE L. MESSICK CO.	586802/1	253	52250	640	CHLORINE - REC
61903	6/1/2023	56.48	GEORGE L. MESSICK CO.	587065/1	253	52110	640	SUPPLIES - REC
61903	6/1/2023	32.61	GEORGE L. MESSICK CO.	587072/1	101	52720	650	EQUIPMENT MAINT. - PARKS
61903	6/5/2023	5.43	GEORGE L. MESSICK CO.	587116/1	101	52720	320	FOAM TAPE / EQUIPMENT MAINTENANCE
61903	6/1/2023	42.98	GEORGE L. MESSICK CO.	587119/1	430	52720	690	FASTENERS - SEWER
61903	6/1/2023	16.01	GEORGE L. MESSICK CO.	587129/1	430	52720	690	EQUIPMENT MAINT. - SEWER
61903	6/5/2023	630.71	GEORGE L. MESSICK CO.	587136/1	101	52700	320	BUILDING MAINTENANCE / FIRE
61903	6/1/2023	5.43	GEORGE L. MESSICK CO.	587291/1	101	52110	630	SUPPLIES - STREETS
61903	6/1/2023	9.78	GEORGE L. MESSICK CO.	587345/1	253	52110	640	SUPPLIES - REC
61903	6/1/2023	41.3	GEORGE L. MESSICK CO.	587387/1	430	52700	690	BUILDING MAINTENANCE - SEWER
61903	6/6/2023	89.15	GEORGE L. MESSICK CO.	587457/1	101	52700	320	BUILDING MAINTENANCE / FIRE
61903	6/1/2023	32.61	GEORGE L. MESSICK CO.	587464/1	101	52720	650	EQUIPMENT MAINT - PARKS
61903	6/1/2023	19.53	GEORGE L. MESSICK CO.	587476/1	430	52720	690	EQUIPMENT MAINT. - SEWER
61903	6/1/2023	37.4	GEORGE L. MESSICK CO.	587509/1	101	52720	630	EQUIPMENT MAINT. - STREETS
61903	6/1/2023	63	GEORGE L. MESSICK CO.	587578/1	101	52110	630	SUPPLIES - STREETS
61903	6/1/2023	88.05	GEORGE L. MESSICK CO.	587889/1	101	52720	630	EQUIPMENT MAINT. / STREETS
61903	6/1/2023	32.59	GEORGE L. MESSICK CO.	587895/1	101	52720	630	EQUIPMENT MAINT. - STREETS
61903	6/1/2023	73.28	GEORGE L. MESSICK CO.	587925/1	101	52720	630	EQUIPMENT MAINT. - STREETS
61903	6/6/2023	117.4	GEORGE L. MESSICK CO.	588088/1	253	60010	650	SPLASH PAD SUPPLIES - PARKS
61903	6/6/2023	407.81	GEORGE L. MESSICK CO.	588218/1	214	52200	710	YETI COOLER - POLICE
61903 Total		2334.27						
61904	6/5/2023	1750	MetLife Investors	6/5/2023	101	22510		P/R Liab - Deferred Comp
61904 Total		1750						
61905	6/5/2023	21.42	MT. SHASTA SPRING WATER	487940	101	52100	230	5 GAL SPRING WATER / FINANCE
61905 Total		21.42						
61906	6/6/2023	13.56	PACE SUPPLY CORP.	88639270	410	52700	670	BUILDING MAINTENANCE / WATER

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61906	6/1/2023	289.58	PACE SUPPLY CORP.	88617780	410	52700	670	BUILDING MAINTENANCE -- WATER
61906	6/5/2023	1449.15	PACE SUPPLY CORP.	88619120	253	60010	650	PIPE TRANSFER (SPALSH PAD) - PARKS
61906	6/5/2023	145.01	PACE SUPPLY CORP.	88621024	253	60010	650	COUPLING (SPLASH PAD) - PARKS
61906	6/5/2023	322	PACE SUPPLY CORP.	88624325	253	60010	650	PIPE, ADAPTER - PARKS
61906	6/6/2023	304.16	PACE SUPPLY CORP.	88639270	410	52700	670	BUILDING MAINTENANCE / WATER
61906	6/5/2023	569.5	PACE SUPPLY CORP.	886177801	410	52700	670	BUILDING MAINT. / WATER
61906	6/6/2023	193.17	PACE SUPPLY CORP.	886243251	253	60010	650	ADAPTER (SPLASH PAD) / PARKS
61906 Total		3286.13						
61907	6/6/2023	45.92	PACIFIC STORAGE COMPANY	5160790	214	52100	710	SERVICE 64 GAL TOTE - POLICE
61907 Total		45.92						
61908	6/1/2023	708.94	PAPE MACHINERY	14469197	101	52720	650	EQUIPMENT MAINT. - PARKS
61908	6/1/2023	476.22	PAPE MACHINERY	14476272	101	52720	650	EQUIPMENT MAINT. - PARKS
61908 Total		1185.16						
61909	6/6/2023	7240	WYATT PAXTON	668	101	52500	310	MAY 2023 EMAILS, INSPECTIONS, PLAN CHECKS
61909 Total		7240						
61910	6/1/2023	5905.23	PACIFIC GAS AND ELECTRIC	6/1/2023	101	52600	610	Utilities
61910	6/1/2023	629.41	PACIFIC GAS AND ELECTRIC	6/1/2023	101	52600	710	Utilities
61910	6/1/2023	1100.35	PACIFIC GAS AND ELECTRIC	6/1/2023	101	52600	320	Utilities
61910	6/1/2023	722.9	PACIFIC GAS AND ELECTRIC	6/1/2023	101	52600	630	Utilities
61910	6/1/2023	17.35	PACIFIC GAS AND ELECTRIC	6/1/2023	620	52600	630	Utilities
61910	6/1/2023	34.73	PACIFIC GAS AND ELECTRIC	6/1/2023	610	52600	630	Utilities
61910	6/1/2023	8460.06	PACIFIC GAS AND ELECTRIC	6/1/2023	241	52600	630	Utilities
61910	6/1/2023	178.88	PACIFIC GAS AND ELECTRIC	6/1/2023	640	52600	630	Utilities
61910	6/1/2023	38.68	PACIFIC GAS AND ELECTRIC	6/1/2023	101	52600	640	Utilities
61910	6/1/2023	659.98	PACIFIC GAS AND ELECTRIC	6/1/2023	101	52600	650	Utilities
61910	6/1/2023	1523	PACIFIC GAS AND ELECTRIC	6/1/2023	253	52600	640	Utilities
61910	6/1/2023	9357.91	PACIFIC GAS AND ELECTRIC	6/1/2023	410	52600	670	Utilities
61910	6/1/2023	28485.44	PACIFIC GAS AND ELECTRIC	6/1/2023	430	52600	690	Utilities
61910	6/1/2023	769.51	PACIFIC GAS AND ELECTRIC	6/1/2023	310	52600	650	Utilities
61910 Total		57883.43						
61911	6/5/2023	5511.92	PREMIER ACCESS INSURANCE	6/5/2023	997	22320		DENTAL INSURANCE PREMIUMS
61911 Total		5511.92						
61912	6/1/2023	1425.89	QUILL CORPORATION	32331776	101	52100	230	OFFICE SUPPLIES - FINANCE
61912	6/5/2023	78.82	QUILL CORPORATION	32583814	101	52100	230	OFFICE SUPPLIES / FINANCE
61912	6/6/2023	215.01	QUILL CORPORATION	32584084	214	52100	710	OFFICE SUPPLIES / POLICE
61912	6/5/2023	95.68	QUILL CORPORATION	32654863	101	52100	640	OFFICE SUPPLIES / REC
61912	6/5/2023	119.99	QUILL CORPORATION	32770002	101	52100	230	OFFICE SUPPLIES / FINANCE
61912 Total		1935.39						
61913	6/1/2023	242.16	READING OIL, INC.	320325	101	52270	630	PROPANE - STREETS
61913	6/1/2023	127.71	READING OIL, INC.	320395	101	52270	630	PROPANE - STREETS
61913 Total		369.87						
61914	6/1/2023	300	SANDERS HEAVY TOWING	19705	430	52500	690	WINCH-OUT / SEWER
61914 Total		300						
61915	6/5/2023	200	SIERRA CENTRAL CREDIT UNI	6/5/2023	101	22500		P/R Liab - Credit Union

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61915 Total		200						
61916	6/1/2023	91787.03	CWSRF ACCOUNTING OFFICE	6/1/2023	430	59100	690	CWSRF AGREEMENT CONTRACT
61916	6/1/2023	91787.03	CWSRF ACCOUNTING OFFICE	6/1/2023	430	59200	690	CWSRF AGREEMENT CONTRACT
61916 Total		183574.1						
61917	6/5/2023	61	STATE DISBURSEMENT UNIT	6/5/2023	101	22520		COURT ORDERED CHILD SUPPORT WITHHOLDING
61917 Total		61						
61918	6/1/2023	543.74	SUPERIOR TIRE SERVICE	287001	101	52720	630	EQUIPMENT MAINTENANCE -- STREETS
61918 Total		543.74						
61919	6/1/2023	176.96	THE ROCK YARD, INC.	10677	281	57100	650	CONCRETE - PARKS
61919 Total		176.96						
61920	6/6/2023	88.8	TRANSUNION RISK AND ALTER	6/6/2023	214	52500	710	MINIMUM USAGE / POLICE
61920 Total		88.8						
61921	6/6/2023	3292.33	USA BLUEBOOK	26146	430	52720	690	EQUIPMENT MAINTENANCE / SEWER
61921 Total		3292.33						
61922	6/5/2023	556.86	U. S. POST OFFICE	6/5/2023	410	52100	670	BULK POSTAGE FOR UTILITY BILLS/WATER
61922	6/5/2023	556.86	U. S. POST OFFICE	6/5/2023	430	52100	690	BULK POSTAGE FOR UTILITY BILLS/SEWER
61922 Total		1113.72						
61923	6/6/2023	135	VALLEY TOXICOLOGY SERVICE	4728	214	52500	710	BLOWS-MAY / POLICE
61923 Total		135						
61924	6/1/2023	46.39	VERIZON WIRELESS	6/1/2023	310	53200	650	CITY CELL PHONES
61924	6/1/2023	399.86	VERIZON WIRELESS	6/1/2023	101	53200	710	CITY CELL PHONES
61924	6/1/2023	170.56	VERIZON WIRELESS	6/1/2023	430	53200	690	CITY CELL PHONES
61924	6/1/2023	46.86	VERIZON WIRELESS	6/1/2023	410	53200	670	CITY CELL PHONES
61924	6/1/2023	82.78	VERIZON WIRELESS	6/1/2023	101	53200	650	CITY CELL PHONES
61924	6/1/2023	177.48	VERIZON WIRELESS	6/1/2023	101	53200	630	CITY CELL PHONES
61924	6/1/2023	89.87	VERIZON WIRELESS	6/1/2023	101	53200	210	CITY CELL PHONES
61924 Total		1013.8						
61925	6/1/2023	72	COLUSA COUNTY PIONEER REV	2023-0333	640	53100	620	NOTICE OF COMMUNITY FACILITIES DISTRICT
61925	6/1/2023	72	COLUSA COUNTY PIONEER REV	2023-0334	610	53100	620	COLUSA MEADOWS HEARING NOTICE - PLANNING
61925	6/1/2023	72	COLUSA COUNTY PIONEER REV	2023-0335	620	53100	620	HOBLIT PUBLIC FACILITIES NOTICE - PLANNING
61925	6/1/2023	72	COLUSA COUNTY PIONEER REV	2023-0336	253	53100	620	PARKS, TREES, and POOL ASSESSMENT DISTRICT
61925	6/1/2023	72	COLUSA COUNTY PIONEER REV	2023-0337	660	53100	620	WALNUT RANCH FACILITIES NOTICE - PLANNING
61925	6/1/2023	48	COLUSA COUNTY PIONEER REV	2023-0338	101	53100	230	NOTICE OF SOLID WASTE DELINQUENT ACCTS. - FINANCE
61925 Total		408						
61926	5/30/2023	104.17	JENNY HATHAWAY	000C30601	410	20310		MQ CUSTOMER REFUND FOR HAT0009
61926 Total		104.17						
61927	6/13/2023	82173.01	HOBLIT MOTORS	6/13/2023	246	57100	630	FORD F550 SUPER DUTY VIN#07685 - STREETS
61927	6/13/2023	41783.26	HOBLIT MOTORS	6/13/2023	101	57100	231	2023 FORD F150 VIN#21027
61927 Total		123956.3						
61928	6/20/2023	47.24	AIRGAS USA, LLC	913818643	101	52150	320	OXYGEN - FIRE
61928	6/20/2023	46.78	AIRGAS USA, LLC	913864611	101	52150	320	OXYGEN - FIRE
61928	6/20/2023	104.78	AIRGAS USA, LLC	999769343	101	52150	320	OXYGEN - FIRE
61928	6/20/2023	200.42	AIRGAS USA, LLC	999772847	101	52150	320	OXYGEN - FIRE
61928 Total		399.22						

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61929	6/20/2023	490.11	ALLIANT NETWORKING SERVIC	14567	101	52500	230	MAINTENANCE AGREEMENT JULY 2023
61929	6/20/2023	490.11	ALLIANT NETWORKING SERVIC	14567	410	52500	230	MAINTENANCE AGREEMENT JULY 2023
61929	6/20/2023	490.11	ALLIANT NETWORKING SERVIC	14567	430	52500	230	MAINTENANCE AGREEMENT JULY 2023
61929 Total		1470.33						
61930	6/20/2023	808.33	ARNOLD'S	100144	101	52110	650	SUPPLIES - PARKS
61930	6/20/2023	8.08	ARNOLD'S	100230	101	52720	650	REPAIR KIT / PARKS
61930	6/20/2023	88.24	ARNOLD'S	100232	101	52720	650	EQUIPMENT MAINTENANCE - PARKS
61930 Total		904.65						
61931	6/15/2023	362.62	AT&T	6/15/2023	101	53200	710	CALNET DOJ SERVICES 05/01/23-05/31/23
61931 Total		362.62						
61932	6/20/2023	1608.12	AT&T MOBILITY	6/20/2023	101	53200	320	WIRELESS SERVICE (INCLUDES TWO NEW PHONES) - FIRE
61932 Total		1608.12						
61933	6/20/2023	2230.84	BUTTE SAND & GRAVEL	105054	410	52700	670	SAND - WATER
61933 Total		2230.84						
61934	6/20/2023	42.16	CINTAS	415804275	101	51200	630	LINEN MAINTENANCE - STREETS
61934	6/20/2023	42.17	CINTAS	415804275	101	51200	650	LINEN MAINTENANCE - PARKS
61934	6/20/2023	69.72	CINTAS	415804280	410	51200	670	LINEN MAINTENANCE - WATER
61934	6/20/2023	69.73	CINTAS	415804280	430	51200	690	LINEN MAINTENANCE - SEWER
61934	6/20/2023	42.16	CINTAS	415876993	101	51200	630	LINEN MAINTENANCE - STREETS
61934	6/20/2023	42.17	CINTAS	415876993	101	51200	650	LINEN MAINTENANCE - PARKS
61934	6/20/2023	69.72	CINTAS	415876998	410	51200	670	LINEN MAINTENANCE - WATER
61934	6/20/2023	69.73	CINTAS	415876998	430	51200	690	LINEN MAINTENANCE - SEWER
61934 Total		447.56						
61935	6/20/2023	225.7	CLOSE LUMBER INC.	346491	253	60010	650	WOOD STAKES (SPLASH PAD) - PARKS
61935 Total		225.7						
61936	6/15/2023	36.32	COLUSA COUNTY AUDITOR	4231	101	53800	650	REIMBURSEMENT OF ALTERNATIVE SENTENCING MAY-23
61936 Total		36.32						
61937	6/20/2023	77.45	COLUSANET, INC	148930	310	52600	650	INTERNET ACCESS MONTHLY RATE - STATE PARK
61937 Total		77.45						
61938	6/20/2023	154.05	COLUSA COUNTY GLASS	14519	101	52700	320	BROKEN WINDOW - FIRE
61938	6/20/2023	564.69	COLUSA COUNTY GLASS	14521	101	52700	320	BROKEN DOOR GLASS REPAIR - FIRE
61938 Total		718.74						
61939	6/20/2023	247.38	COMCAST	6/20/2023	101	53200	230	SERVICES FROM JUN 13,-JUL 12, 2023 / FINANCE
61939 Total		247.38						
61940	6/20/2023	3422.26	L.N. CURTIS AND SONS	805996	101	52200	320	SAFETY SUPPLIES - FIRE
61940	6/20/2023	376.57	L.N. CURTIS AND SONS	INV707446	101	52200	320	SAFETY SUPPLIES - FIRE
61940 Total		3798.83						
61941	6/15/2023	312	DEPARTMENT OF JUSTICE	PO 64303	101	52430	710	Weapons Permit Police
61941 Total		312						
61942	6/15/2023	176.3	FRONTIER	6/15/2023	101	53200	230	Communications
61942	6/15/2023	105.14	FRONTIER	6/15/2023	101	53200	220	Communications
61942	6/15/2023	105.14	FRONTIER	6/15/2023	101	53200	610	Communications
61942	6/15/2023	59.4	FRONTIER	6/15/2023	101	53200	230	Communications
61942	6/15/2023	59.4	FRONTIER	6/15/2023	101	53200	220	Communications

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61942	6/15/2023	59.4	FRONTIER	6/15/2023	101	53200	650	Communications
61942	6/15/2023	59.4	FRONTIER	6/15/2023	410	53200	670	Communications
61942	6/15/2023	59.4	FRONTIER	6/15/2023	430	53200	690	Communications
61942	6/15/2023	59.4	FRONTIER	6/15/2023	101	53200	310	Communications
61942	6/15/2023	59.41	FRONTIER	6/15/2023	101	53200	640	Communications
61942	6/15/2023	640.74	FRONTIER	6/15/2023	101	53200	710	Communications
61942	6/15/2023	166.36	FRONTIER	6/15/2023	101	53200	320	Communications
61942	6/15/2023	125.96	FRONTIER	6/15/2023	101	53200	630	Communications
61942	6/15/2023	125.96	FRONTIER	6/15/2023	101	53200	650	Communications
61942	6/15/2023	206.06	FRONTIER	6/15/2023	410	53200	670	Communications
61942	6/15/2023	436.87	FRONTIER	6/15/2023	430	53200	690	Communications
61942	6/15/2023	87.54	FRONTIER	6/15/2023	253	53200	640	Communications
61942	6/20/2023	691.84	FRONTIER	6/20/2023	101	53200	320	Communications - FIRE
61942 Total		3283.72						
61943	6/20/2023	2000	JOEL GONZALAZ EXTRACT, LL	PO 65269	102	53800	230	REFUND FOR REGULATORY PERMIT-OVER PAYMENT
61943 Total		2000						
61944	6/20/2023	43.49	GRIFF'S FEED & SEED	6506	101	52110	630	LEE PANTS - STREETS
61944	6/20/2023	165.26	GRIFF'S FEED & SEED	66371	101	52110	630	DICKIES PANTS (4) LUIS - STREETS
61944 Total		208.75						
61945	6/20/2023	1316.6	Hinderliter,de Llamas & A	SIN028785	101	52500	230	CONTRACT SERVICES - SALES TAX (APRIL-JUNE 2023)
61945 Total		1316.6						
61946	6/20/2023	8192.65	J.L.WINGERT CO. A DXP COM	53725685	410	52250	670	CHLORINE / WATER
61946	6/20/2023	27253.15	J.L.WINGERT CO. A DXP COM	53727232	410	52250	670	CHLORINE - WATER
61946 Total		35445.8						
61947	6/20/2023	94.66	JOHNSON PRINTING & DESIGN	67311	253	60010	650	BANNER (SPLASH PAD) - PARKS
61947 Total		94.66						
61948	6/20/2023	2468.07	JONES MAYER	6/20/2023	101	52500	240	ATTORNEY SERVICES
61948	6/20/2023	2468.07	JONES MAYER	6/20/2023	410	52500	240	ATTORNEY SERVICES
61948	6/20/2023	2431.23	JONES MAYER	6/20/2023	430	52500	240	ATTORNEY SERVICES
61948	6/20/2023	59.04	JONES MAYER	6/20/2023	101	52500	240	CIP LITIGATION
61948 Total		7426.41						
61949	6/20/2023	5258.96	K & L SUPPLY, INC.	45810	430	52110	690	GLOVES - SEWER
61949 Total		5258.96						
61950	6/20/2023	799.97	LIFE-ASSIST INC.	1329186	101	52150	320	MEDICAL SUPPLIES - FIRE
61950 Total		799.97						
61951	6/20/2023	2273.96	LINCOLN AQUATICS	SNI00228	253	52250	640	CHLORINE - REC
61951 Total		2273.96						
61952	6/20/2023	500	MARKS, GABRIEL	6/20/2023	310	52500	650	COLUSA STATE PARK CAMP HOST (JUNE) - STATE PARK
61952 Total		500						
61953	6/20/2023	200	MARCELA ROLON MEDRANO	PO 65268	101	53800	640	SCOUT CABIN DEPOSIT REIMBURSEMENT - REC
61953 Total		200						
61955	6/20/2023	39.12	GEORGE L. MESSICK CO.	585943/1	253	52110	640	SUPPLIES / REC
61955	6/20/2023	39.13	GEORGE L. MESSICK CO.	585978/1	101	52700	320	BUILDING MAINTENANCE / FIRE
61955	6/20/2023	48.93	GEORGE L. MESSICK CO.	586245/1	253	52110	640	SUPPLIES / REC

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61955	6/20/2023	621.57	GEORGE L. MESSICK CO.	586246/1	253	52110	640	SUPPLIES / REC
61955	6/20/2023	58.5	GEORGE L. MESSICK CO.	586269/1	101	52700	320	BUILDING MAINTENANCE - FIRE
61955	6/20/2023	6.51	GEORGE L. MESSICK CO.	586304/1	101	52110	650	SUPPLIES / PARKS
61955	6/20/2023	9.1	GEORGE L. MESSICK CO.	586400/1	101	52160	630	SMALL TOOLS / STREETS
61955	6/20/2023	10.85	GEORGE L. MESSICK CO.	586435/1	430	52720	690	EQUIPMENT MAINT. / SEWER
61955	6/20/2023	75	GEORGE L. MESSICK CO.	586512/1	101	52720	630	EQUIPMENT MAINT. / STREETS
61955	6/20/2023	30.44	GEORGE L. MESSICK CO.	586660/1	101	52700	320	BUILDING MAINTENANCE - FIRE
61955	6/20/2023	26.07	GEORGE L. MESSICK CO.	586663/1	101	52700	320	BUILDING MAINTENANCE - FIRE
61955	6/20/2023	117.96	GEORGE L. MESSICK CO.	586702/1	101	52720	650	EQUIPMENT MAINT. / PARKS
61955	6/20/2023	11.39	GEORGE L. MESSICK CO.	586854/1	410	52160	670	CLAMS / WATER
61955	6/20/2023	8.05	GEORGE L. MESSICK CO.	587134/1	410	52160	670	FASTENERS / WATER
61955	6/20/2023	69.57	GEORGE L. MESSICK CO.	587404/1	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
61955	6/15/2023	10.86	GEORGE L. MESSICK CO.	587411/1	101	52700	710	HAIR REMOVAL / POLICE
61955	6/20/2023	258.16	GEORGE L. MESSICK CO.	587470/1	410	52700	670	BUILDING MAINTENANCE / WATER
61955	6/20/2023	26.06	GEORGE L. MESSICK CO.	587564/1	101	52700	320	BUILDING MAINTENANCE - FIRE
61955	6/20/2023	38.05	GEORGE L. MESSICK CO.	587621/1	430	52700	690	BUILDING MAINT / SEWER
61955	6/20/2023	15.2	GEORGE L. MESSICK CO.	587890/1	101	52700	320	BUILDING MAINTENANCE - FIRE
61955	6/20/2023	-1.09	GEORGE L. MESSICK CO.	587928/1	101	52720	630	EQUIPMENT MAINT / STREETS
61955	6/20/2023	112.51	GEORGE L. MESSICK CO.	587935/1	101	52720	630	EQUIPMENT MAINT / STREETS
61955	6/20/2023	56.82	GEORGE L. MESSICK CO.	587940/1	101	52110	650	SUPPLIES / PARKS
61955	6/20/2023	5.97	GEORGE L. MESSICK CO.	587943/1	101	52720	650	EQUIPMENT MAINT. / PARKS
61955	6/20/2023	32.59	GEORGE L. MESSICK CO.	587964/1	430	52700	690	BUILDING MAINT / SEWER
61955	6/20/2023	95.66	GEORGE L. MESSICK CO.	587965/1	101	52700	650	BUILDING MAINT / PARKS
61955	6/20/2023	53.27	GEORGE L. MESSICK CO.	587966/1	101	52700	630	BUILDING MAINT / STREETS
61955	6/20/2023	202.23	GEORGE L. MESSICK CO.	587970/1	253	52250	640	CHLORINE / REC
61955	6/20/2023	6.51	GEORGE L. MESSICK CO.	587971/1	430	52720	690	EQUIPMENT MAINT / SEWER
61955	6/20/2023	16.69	GEORGE L. MESSICK CO.	587984/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS
61955	6/20/2023	4.34	GEORGE L. MESSICK CO.	588092/1	430	52700	690	BUILDING MAINT / SEWER
61955	6/20/2023	85.55	GEORGE L. MESSICK CO.	588106/1	410	52700	670	BUILDING MAINT / WATER
61955	6/20/2023	159.79	GEORGE L. MESSICK CO.	588126/1	253	60010	650	SPLASH PAD / PARKS
61955	6/20/2023	127.11	GEORGE L. MESSICK CO.	588140/1	253	60010	650	SPLASH PAD / PARKS
61955	6/20/2023	76.79	GEORGE L. MESSICK CO.	588189/1	310	52110	650	SUPPLIES / STATE PARK
61955	6/20/2023	96.77	GEORGE L. MESSICK CO.	588230/1	430	52720	690	EQUIPMENT MAINT / SEWER
61955	6/20/2023	13.03	GEORGE L. MESSICK CO.	588242/1	410	52720	670	EQUIPMENT MAINT / WATER
61955	6/20/2023	17.39	GEORGE L. MESSICK CO.	588277/1	101	52110	630	SUPPLIES - STREETS
61955	6/20/2023	42.38	GEORGE L. MESSICK CO.	588302/1	101	52700	320	STATION REMODEL - FIRE
61955	6/20/2023	20.65	GEORGE L. MESSICK CO.	588382/1	101	52110	650	SUPPLIES - PARKS
61955	6/20/2023	14.12	GEORGE L. MESSICK CO.	588399/1	101	52700	320	STATION REMODEL - FIRE
61955	6/20/2023	7.6	GEORGE L. MESSICK CO.	588516/1	101	52110	650	UTILITY GLOVE - PARKS
61955	6/20/2023	33.7	GEORGE L. MESSICK CO.	588612/1	101	52720	650	EQUIPMENT MAINT. / PARKS
61955	6/20/2023	280.52	GEORGE L. MESSICK CO.	588625/1	253	52250	640	CHLORINE - POOL
61955	6/20/2023	36.37	GEORGE L. MESSICK CO.	588630/1	101	52720	630	EQUIPMENT MAINT. / STREETS
61955	6/20/2023	36.5	GEORGE L. MESSICK CO.	588692/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS
61955	6/20/2023	19.56	GEORGE L. MESSICK CO.	588698/1	101	52720	650	BUILDING MAINTENANCE - PARKS

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61955	6/20/2023	284.86	GEORGE L. MESSICK CO.	589008/1	253	52250	640	CHLORINE / REC
61955	6/20/2023	266.35	GEORGE L. MESSICK CO.	589013/1	253	52260	640	CHEMICALS - REC
61955	6/20/2023	65.24	GEORGE L. MESSICK CO.	589074/1	101	52110	650	SUPPLIES - PARKS
61955	6/20/2023	94.56	GEORGE L. MESSICK CO.	589139/1	101	52720	650	EQUIPMENT MAINT. / PARKS
61955	6/20/2023	10.86	GEORGE L. MESSICK CO.	589185/1	101	52720	650	EQUIPMENT MAINT. / PARKS
61955	6/20/2023	21.92	GEORGE L. MESSICK CO.	589194/1	101	52700	320	SHIFT LOCKER ROOM - FIRE
61955	6/20/2023	28.01	GEORGE L. MESSICK CO.	589207/1	310	52720	650	EQUIPMENT MAINT. / STATE PARK
61955	6/20/2023	71.66	GEORGE L. MESSICK CO.	589216/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS
61955	6/20/2023	-18.51	GEORGE L. MESSICK CO.	589241/1	101	52720	630	EQUIPMENT MAINT. - STREETS
61955	6/20/2023	10.86	GEORGE L. MESSICK CO.	589244/1	101	52200	630	SAFETY GLASSES - STREETS
61955	6/20/2023	46.72	GEORGE L. MESSICK CO.	589474/1	101	52720	320	EQUIPMENT MAINT. / FIRE
61955	6/20/2023	-1.09	GEORGE L. MESSICK CO.	589496/1	101	52720	320	EQUIPMENT MAINT. - FIRE
61955	6/20/2023	32.59	GEORGE L. MESSICK CO.	589551/1	101	53800	320	PARADE BBQ - FIRE
61955	6/20/2023	7.6	GEORGE L. MESSICK CO.	589556/1	101	53800	320	FLUID CHARGER - FIRE
61955	6/20/2023	88.04	GEORGE L. MESSICK CO.	589670/1	430	52700	690	BUILDING MAINTENANCE - SEWER
61955	6/20/2023	27.18	GEORGE L. MESSICK CO.	589677/1	430	52700	690	BUILDING MAINT. / SEWER
61955	6/20/2023	8.69	GEORGE L. MESSICK CO.	589741/1	101	52110	650	SUPPLIES - PARKS
61955	6/20/2023	65.22	GEORGE L. MESSICK CO.	589765/1	101	52720	650	EQUIPMENT MAINT. / PARKS
61955	6/20/2023	49.39	GEORGE L. MESSICK CO.	589768/1	253	52720	640	EQUIPMENT MAINTENANCE - REC
61955	6/20/2023	98.89	GEORGE L. MESSICK CO.	589812/1	101	52110	650	SUPPLIES / PARKS
61955	6/20/2023	9.75	GEORGE L. MESSICK CO.	590061/1	101	53800	320	MASKING TAPE - FIRE
61955 Total		4442.64						
61956	6/20/2023	15.79	MT. SHASTA SPRING WATER	480395	101	52100	630	5 GAL SPRING WATER - STREETS
61956	6/15/2023	2.15	MT. SHASTA SPRING WATER	482533	101	52100	220	COOLER RENTAL - PLANNING
61956	6/20/2023	17.25	MT. SHASTA SPRING WATER	486039	101	52100	630	5 GAL SPRING WATER - STREETS
61956	6/20/2023	39.95	MT. SHASTA SPRING WATER	486041	101	53800	320	5 GAL SPRING WATER - FIRE
61956	6/15/2023	40.75	MT. SHASTA SPRING WATER	486051	214	52100	710	5 GAL PURIFIED - POLICE
61956	6/20/2023	21.54	MT. SHASTA SPRING WATER	491816	101	52100	630	5 GAL SPRING WATER - STREETS
61956	6/20/2023	50.15	MT. SHASTA SPRING WATER	491818	101	53800	320	5 GAL SPRING WATER - FIRE
61956 Total		187.58						
61957	6/20/2023	108.91	ON-SITE SAFETY SERVICES,	46975	430	52150	690	MEDICAL SUPPLIES / SEWER
61957 Total		108.91						
61958	6/20/2023	45	NAUREEN PACHAKHAIL	PO 65270	101	53600	640	SWIM LESSONS REFUND SESSION 1 - REC
61958 Total		45						
61959	6/20/2023	45	SORENSEN PEST CONTROL, IN	1259808	101	52700	320	PEST- MONTHLY SERVICE / FIRE
61959	6/20/2023	45	SORENSEN PEST CONTROL, IN	1263290	101	52700	320	PEST MONTHLY SERVICE - FIRE
61959 Total		90						
61960	6/20/2023	482	SOUTH BAY REGIONAL PUBLIC	157956INV	214	51300	710	TRAINING - POLICE
61960 Total		482						
61961	6/20/2023	1381.29	SUPERIOR TIRE SERVICE	288062	101	52720	650	EQUIPMENT MAINTENANCE - PARKS
61961 Total		1381.29						
61962	6/20/2023	60	SWRCB STORM WATER SECTION	PO 65688	410	51300	670	TIM BYBEE D2 CERTIFICATION - WATER
61962	6/26/2023	-60	SWRCB STORM WATER SECTION	PO 65688	410	51300	670	Ck# 061962 Reversed
61962 Total		0						

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61963	6/15/2023	45	TERRI SWIGGUM	PO 65267	101	53600	640	LEVEL 3 INTERMEDIATE BEG. SWIM LESSONS (CJ ROLAND)
61963 Total		45						
61964	6/20/2023	143.88	TRI COUNTIES BANK	6/20/2023	101	52100	210	DNH DOMAIN - ADMIN SERVICES
61964	6/20/2023	279.9	TRI COUNTIES BANK	6/20/2023	101	52100	210	ZOOM / ADMIN SERVICES
61964	6/20/2023	9.99	TRI COUNTIES BANK	6/20/2023	101	52500	215	ADOBE / ECON DEV
61964	6/20/2023	1	TRI COUNTIES BANK	6/20/2023	101	51300	230	CLOVER TEST - FINANCE
61964	6/20/2023	550	TRI COUNTIES BANK	6/20/2023	101	52720	650	COLUSA COUNTY FARM - PARKS
61964	6/20/2023	1194.31	TRI COUNTIES BANK	6/20/2023	253	60010	650	SP HOWELL PATHWAYS (SPLASH PAD) / PARKS
61964	6/20/2023	53.1	TRI COUNTIES BANK	6/20/2023	430	52700	690	PACEONLINE - SEWER
61964	6/20/2023	165.2	TRI COUNTIES BANK	6/20/2023	253	52200	640	RESCUE MASK (AMAZON) - POOL
61964	6/20/2023	49	TRI COUNTIES BANK	6/20/2023	430	52700	690	PELRA - SEWER
61964	6/20/2023	543.46	TRI COUNTIES BANK	6/20/2023	430	52720	690	AMAZON - SEWER
61964	6/20/2023	109.81	TRI COUNTIES BANK	6/20/2023	430	52700	690	AMAZON - SEWER
61964	6/20/2023	411.06	TRI COUNTIES BANK	6/20/2023	430	52700	690	AMAZON - SEWER
61964	6/20/2023	118.53	TRI COUNTIES BANK	6/20/2023	430	52700	690	AMAZON - SEWER
61964	6/20/2023	210	TRI COUNTIES BANK	6/20/2023	101	52850	710	CALIFORNIA POLICE - POLICE
61964	6/20/2023	29	TRI COUNTIES BANK	6/20/2023	214	52100	710	WHENIWORK - POLICE
61964	6/20/2023	664.94	TRI COUNTIES BANK	6/20/2023	214	51300	710	LIONS GATE HOTEL - POLICE
61964	6/20/2023	69.99	TRI COUNTIES BANK	6/20/2023	101	52100	320	MICROSOFT - FIRE
61964	6/20/2023	67.39	TRI COUNTIES BANK	6/20/2023	101	53200	320	AMAZON - FIRE
61964	6/20/2023	9.78	TRI COUNTIES BANK	6/20/2023	101	53200	320	AMAZON - FIRE
61964	6/20/2023	23.91	TRI COUNTIES BANK	6/20/2023	101	53200	320	AMAZON - FIRE
61964	6/20/2023	1431.87	TRI COUNTIES BANK	6/20/2023	101	52720	320	LES SCHWAB - FIRE
61964	6/20/2023	30.92	TRI COUNTIES BANK	6/20/2023	101	53800	320	SAV MORE - FIRE
61964	6/20/2023	2290.86	TRI COUNTIES BANK	6/20/2023	101	52700	320	WINDOW TINT- FIRE
61964	6/20/2023	995.41	TRI COUNTIES BANK	6/20/2023	101	52720	320	LES SCHWAB - FIRE
61964	6/20/2023	45	TRI COUNTIES BANK	6/20/2023	101	52500	215	CONSTANT CONTACT - ECON DEV
61964 Total		9498.31						
61965	6/20/2023	142.3	USA BLUEBOOK	32668	430	52700	690	ADAPTER - SEWER
61965	6/20/2023	9.79	USA BLUEBOOK	39096	430	52700	690	BUILDING MAINTENANCE - SEWER
61965 Total		152.09						
61966	6/20/2023	4674.81	CALMAT CO.	5030479	246	57230	630	POWER PATCH TON - STREETS
61966 Total		4674.81						
61967	6/15/2023	272.41	XEROX CORPORATIONS	4328235	101	53300	215	COPIER LEASE PAYMENT 05/18-06/17
61967	6/15/2023	272.41	XEROX CORPORATIONS	4328235	101	53300	220	COPIER LEASE PAYMENT 05/18-06/17
61967	6/15/2023	272.43	XEROX CORPORATIONS	4328235	101	53300	230	COPIER LEASE PAYMENT 05/18-06/17
61967 Total		817.25						
61968	6/26/2023	50000	OLD REPUBLIC TITLE COMPAN	PO 65902	101	57000	210	TO PURCHASE PIRELLI BUILDING ORDER#2121051388-TR
61968 Total		50000						
61969	6/26/2023	60	STATE WATER RESOURCES	PO 65688	410	51300	670	T. BYBEE D2 CERTIFICATION / WATER
61969 Total		60						
Grand Total		657717.1						

RESOLUTION NO. 23-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE CITY OF COLUSA CODE ENFORCEMENT JOB DESCRIPTION

WHEREAS, on July 18, 2023, the City of Colusa City Council approved the City of Colusa Code enforcement job description.

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the new job description for the code enforcement position, and:
3. 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 18th day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: July 18, 2023
TO: Mayor and Members of the City Council
FROM: Sadie Ash, via Jesse Cain, City Manager

AGENDA ITEM: Consideration and approval of Resolution for Code Enforcement Job Description, and opening of position for immediate fill.

Recommendation: The Council to approve the proposed Resolution 23-

BACKGROUND ANALYSIS:

In April 2023, the City of Colusa was awarded a \$1.6M Prop. 64 Grant by BSCC. This total funding opportunity is a five-year funding opportunity to increase awareness and efforts in Cannabis management and Youth Prevention.

In this grant, the City of Colusa has 100% reimbursement for a Code Enforcement Officer. While this position has been held by staff in the past, with the Prop 64 Grant, the emphasis and lens of Cannabis needed to be accounted for. Previously, this job description was Building Inspector/Code Enforcement. With the requirements and grant narrative, the role needs to be specific to Code Enforcement, however, support with building inspection will be an expected task of the candidate that eventually will fill the role. The five-year total for eligible reimbursement is \$636,900 for salary and benefits. This position will begin at the current STEP 1 of \$4,947.00 monthly salary.

The included job description for Code Enforcement captures what the City currently needs in day-to-day operations, including the local legal cannabis industry.

Staff recommends that council approve the Role/Job Description so City Staff may go live with open position and begin to accept applicants and fill as quickly as possible.

BUDGET IMPACT:

\$127,380.00 per year through 2028, 100% reimbursed through Prop 64 Cohort 3 Grant

STAFF RECOMMENDATION:

Approve Resolution 23-
 Attachment: Code Enforcement Job Description

CITY OF COLUSA
FLSA Status: Exempt

Date last Revised 7/18/23

CODE ENFORCEMENT

DEFINITION

Under the general direction of the City Manager, plans, organizes, and manages the City's code enforcement programs. Performs, or supervises the performance of, a wide variety of commercial and residential building inspection and code enforcement duties at various stages of construction, alteration, and repair for compliance with California Building Code, Plumbing Code, Electrical Code, Energy & Green Standards, ADA regulations, historic building Codes and local ordinances; provides technical assistance to other inspection staff; and provides information and/or assistance to the public. This position will also ensure that all cannabis operations are following local and State regulations and ordinances.

DISTINGUISHING CHARACTERISTICS

This is a management level class with responsibility for reviewing and recommending code enforcement and building inspection policies to the City Manager and City Council.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Recommend and assist in the implementation of goals and objectives; establish schedules and methods for code enforcement; implements policies and procedures.
- Plan, prioritize, perform, or assign, and review the work of staff involved in inspection of buildings whether employees or contract.
- Address issues and complaints with contractors, architects, engineers, and the public.
- Perform the more difficult and complex inspections.
- Evaluate operations and activities of the cannabis companies, improvements, and modifications; prepare various reports on operations and activities.
- Work with employees to correct deficiencies.
- Review new products and methods for use in City's jurisdiction.

- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.
- Enforce building related codes, including adopted California Building Code, California Mechanical Code, California Plumbing Code, California Electric Code, Title 24 Accessibility Requirements, and local ordinances.
- Read and interpret construction plans and documents; perform on-site inspections at various stages of construction and remodeling to ensure compliance with applicable codes; research issues for code compliance; issue correction notices and citations.
- Perform on-site inspections of footings and foundations, framing electrical installations, plumbing and mechanical systems; inspect general framing and structure of building ensuring that sheathing and shear are properly secured, framing materials are of correct size and material and that the wall, roof, and floor systems match the plans and specs for design and layout.
- Inspect foundation prior to placement of concrete, checking size and placement of steel for reinforcement.
- Inspect plumbing for size, locations, and installation of all piping within the building and servicing the building; inspect mechanical systems for equipment, including location, duct sizing, emergency shutoffs, smoke and fire damper installations and locations.
- Inspect electrical systems for proper wire sizing, installation, and location, with the proper ratings of servicing equipment and fixtures.
- Inspect swimming pools and spas for steel placement prior to gunite, electrical, plumbing, and gas lines associated with pool or spa, inspect deck thickness and installation of all equipment.
- Enforces all applicable fire safety codes, fire prevention ordinances, and other fire related City, State and/or Federal laws, rules and regulations.
- Initiates and monitors violation procedures and eviction process during abatement of dangerous buildings.
- Ensures compliance with zoning and land use regulations.
- Performs various code and zoning enforcement inspections.
- Suggests necessary updates to the City code and assists with the preparation of ordinances for adoption of codes.
- Maintain records of building and inspection activity and complete related reports daily.
- Assist in researching code questions, construction techniques and complaints regarding commercial and residential buildings.
- Respond to complex and sensitive building issues; follow up on daily inspections with contractors, architects, engineers and building owners either personally, by telephone, or in writing.
- Interact with the public to verify and enforce safe building practices.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of all phases of building construction and inspection.
- Equipment, tools, and materials used in the construction and inspection of buildings.
- Accepted safety standards and methods of building construction for commercial, industrial, and residential buildings.
- Principles of budget monitoring.
- Principles and practices of safety management.
- Pertinent local, State and Federal laws, ordinances, and rules.
- Methods and sources of information related to building code enforcement.
- State and local cannabis rules and regulations, including filtration systems and best practices.

Ability to:

- Organize, implement, and direct building and code enforcement inspection operations/activities.
- On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports, and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.
- Interpret and explain pertinent federal, state, and local laws, codes, regulations, and department policies and procedures.
- Assist in the development and monitoring of an assigned program budget.
- Develop and recommend policies and procedures related to assigned operations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.

EXPERIENCE AND TRAINING

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

- Four years of increasingly responsible experience in building and code inspection, including one year of lead responsibility.

Training:

- Equivalent to the completion of the twelfth grade supplemented by college course work in engineering, architecture, construction, or a related field.

- Possession of, or ability to obtain within 30 days, a valid California driver's license.
- Possession of an I.C.C. certification as a building inspector.
- Certification as a Building Official through the International Code Council is desirable.

PHYSICAL REQUIREMENTS

- **Environmental Conditions:** Work is performed in a typical office with regular contact with other staff and the public and in a variety of different outdoor environments with exposure to varying weather conditions including high temperatures, rain, and wind on a year-around basis; Work is performed with exposure to hazardous materials, smoke, gasses, and fumes; with exposure to hazards such as, moving machine parts and live electrical current Frequent, occasional exposure to loud and/or high frequency noise.
- **Mobility:** Occasional standing or driving for long period of time; use of computer, Occasional climbing, work at heights above 10 feet; working on ladders, bending, stooping, crawling, and squatting.
- **Lifting:** Occasional lifting up to 25 pounds; infrequent lifting up to 50 pounds.
- **Vision:** Constant use of overall color vision.
- **Dexterity:** Frequent grasping, holding, and reaching.
- **Hearing/Talking:** Frequent hearing and talking in person and via radio and telephone.
- **Emotional/Psychological:** Frequent contact with other staff, outside agencies and the general public; occasional working alone.



City of Colusa California

STAFF REPORT

DATE: July 18, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa approving and authorizing the City Manager to sign the Hybrid Renewable Electric Energy Power Purchase Agreement and a Cooperative Agreement with BC&E Colusa USA LLC as negotiated per RESOLUTION NO. 23-18, adopted on April 18, 2023.

Recommendation: Council to approve the Proposed Resolution and delegate the City Manager authority to execute both the Hybrid Renewable Electric Energy Power Purchase Agreement and Cooperative Agreement with BC&E Colusa USA LLC

BACKGROUND ANALYSIS:

The City of Colusa has been approached by BC&E Colusa USA LLC to enter into a Hybrid Renewable Electric Energy Power Purchase Agreement (PPA). BC&E Colusa USA LLC is a company that intends to produce electricity through renewable sources such as bio-waste, etc. This PPA would be an agreement between the City and BC&E for the City to purchase the electricity they produce at a rate that is lower than we currently purchase from Pacific Gas and Electric (PG&E). In the project's infancy, it will produce less power than the City currently uses, but will act to offset our current PG&E costs. As the project is built out, the City of Colusa and BC&E will work together to complete the BioMat application with PG&E which allows the City to sell any surplus electricity back to PG&E for a profit. This agreement also gives the City of Colusa the option for the next five years to purchase the facility from BC&E Colusa USA LLC if the Council so desires. The City of Colusa also has the option to obtain 12.5 % ownership by partnering up with BC&E USA Colusa 1 LLC within the next twelve months if the City chooses.

Also, the City of Colusa and BC&E Colusa LLC are entering into a cooperative agreement that will ensure that the application with PGE for the Biomat program will be completed and accepted by PGE greatly reducing the City's risk of not having it in place.

BUDGET IMPACT:

This is an opportunity for the City of Colusa to partner with a company that allows us to put renewable electricity back into the electrical grid. In doing so, this project, at full build-out, has the potential to generate in excess of a million dollars yearly to the general fund.

STAFF RECOMMENDATION:

Approve Resolution 23-

PPA Agreement

Cooperative Agreement

Resolution on 12.5% ownership

RESOLUTION NO. 23-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE HYBRID RENEWABLE ELECTRIC ENERGY POWER PURCHASE AGREEMENT

WHEREAS, on June 20, 2023, the City of Colusa City Council considered a Hybrid Renewable Electric Energy Power Purchase Agreement with BC&E USA Colusa LLC and:

WHEREAS, the City of Colusa City Council has the option of receiving a 12.5% ownership of BC&E USA Colusa LLC, within the next thirteen months if the City Council chooses and:

WHEREAS, The City of Colusa has entered into a cooperative agreement with BC&E USA Colusa LLC to ensure that the application and acceptance of the BIOMAT application is completed.

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves and directs the city manager to sign the Hybrid Renewable Electric Energy Power Purchase Agreement and cooperative agreement with BC&E USA Colusa LLC attached hereto and incorporated herein, and:
3. 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 this 18th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

Hybrid Renewable Electric Energy Power Purchase Agreement

This Hybrid Renewable Electric Energy Power Purchase Agreement (“PPA” or “Agreement”) is made and entered into as of this 20th day of June, 2023 (the “Effective Date”), between BC&E, USA Colusa 1 LLC, a California limited liability company (“Provider”), and The City of Colusa, CA., (“Purchaser” or “City”) and, together with Provider, each, a “Party” and together, the “Parties”).

RECITALS:

The following Recitals are a substantive part of this PPA.

WHEREAS, Purchaser acknowledges that Provider will install, own and operate a hybrid renewable electric energy system (the “System”) at either the 2861 Niagara Ave. Colusa, CA 95932 or a neighboring parcel (the “Premises”) for the purpose of providing Hybrid Renewable Electric Energy (as hereafter defined) to begin to meet 100% of Purchaser’s electric consumption needs for the Consumers of the City of Colusa, CA., and Provider is willing to do the same;

WHEREAS, Purchaser and Provider acknowledge that Provider will be producing hybrid renewable electric energy in excess of Provider’s needs and it is acknowledged that Purchaser will purchase all excess electricity at a rate set in Schedule 2 attached herein.

WHEREAS, the Parties acknowledge and agree that, should it be required, a future Grid Access Agreement providing access by and between the Parties to the PG&E 3700 amp service panel at the Premises will be executed by the Parties and that Provider will have unlimited backfeed capacity to feed into the PG&E grid with the exception of mechanical or electrical constraints or PG&E rules and regulations.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term. This PPA will commence on the Date Provider receives a Notice To Operate and all obligations and work to be completed by Provider set forth in the companion cooperation agreement have been fulfilled and completed and will terminate 15 years from the date of first electric energy is delivered to Purchaser by the HREE System and billed to Purchaser unless the PPA is terminated earlier as set forth herein. Provider shall provide no less than three (3) business days written notice prior to the Service Commencement Date to Purchaser, stating that the System is ready for operation and has successfully completed all performance testing in accordance with Prudent Industry Practice (as defined below) and that service under this PPA will begin on the date certain

indicated in the notice (the “Service Commencement Date”). The delivery of energy from the System as part of the commissioning and testing process shall not constitute the commencement of service. At any time prior to the end of the Term, the Parties may meet and negotiate the terms and conditions on which this PPA may be extended in their respective sole and absolute discretion. For purposes of this paragraph, “Prudent Industry Practice” shall mean the practices, methods and acts engaged in or approved by a significant portion of the hybrid renewable electric energy industry that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition.

2. Purchase Option. Purchaser has a right, but no obligation, to purchase BC&E USA Colusa 1 LLC at any time after the end of the 5th year of the Term for an amount to be determined by an appraisal obtained by the Parties within six months of the proposed purchase date, and by a process mutually agreed upon by both parties in writing,.
3. Schedules. The following Schedules attached hereto and incorporated herein set forth more specific terms and conditions of this Agreement.

Schedule 1 Description of the Premises &

System Schedule 2 kWh Rate

Schedule 3 Estimated Annual Production

Schedule 4 Notice Information

4. Compliance with Laws. Provider shall ensure that the System conforms with all Applicable Laws (as defined in Paragraph 6 below), regulations and orders, including, without limitation, obtaining all permits or approvals required by any governmental entity. At no expense to Purchaser, Purchaser shall reasonably cooperate with Provider in obtaining any and all permits or approvals required by any Governmental Authority.
5. Delivery of Electricity to Purchaser. Provider shall provide all wiring from the System to the point at which the System connects to the Purchaser’s electrical system (“Connection Point”) as identified in Exhibit “B” attached hereto and incorporated herein. Custody, control and ownership of electricity shall transfer from the Provider to the Purchaser at the Connection Point. The parties shall mutually agree upon the method and metering device/s which shall meter and measure the quantity and time of delivery of all electric energy sold hereunder as set forth in Section 13 herein.
6. Interruptions in Delivery of Electricity. Provider may interrupt, reduce or discontinue the delivery of electricity for purposes of inspection, maintenance, repair, replacement, construction, installation, removal or alteration of the equipment used for the production or delivery of electricity. No such interruption shall last more than twenty-four (24) hours except for extraordinary or unanticipated repairs without the prior consent of Purchaser, which consent will not be unreasonably withheld, conditioned or delayed. Provider shall use reasonable best efforts to give written notice to Purchaser of any

expected interruption of delivery of electricity at least five (5) business days prior to the date of any interruption and shall use its reasonable best efforts to inform Purchaser of the expected length of any interruption and to schedule such interruption to minimize disruption to Purchaser. Provider reserves the right to curtail the delivery of electricity if so directed by authorized governmental authorities, electric utilities or as necessitated by an emergency or immediate risk to the health and safety of persons or destruction of property. Provider shall use reasonable care to ensure the operation of the System and supply of electricity. However, the Parties explicitly acknowledge and understand that the System is comprised of intermittent generation facilities and may not provide Purchaser with an uninterrupted supply of electricity at all times.

7. Conditions to Provider's Obligations. Subject to the terms and conditions of this PPA, each of the following conditions precedent shall be met prior to Provider's obligations to: (a) commence construction and installation of the System; and (b) commence the delivery of electricity to Purchaser:
- a) Necessary Governmental Approvals. Provider shall have received and retained where necessary, all applicable and material federal, state and local approvals, permits, licenses and authorizations necessary: (a) for the construction and installation of the System, prior to the commencement of construction and installation of the System; and (b) for the generation and sale of electricity to the Purchaser under this PPA, prior to the commencement of delivery of electricity to Purchaser.
 - b) Additional Consents and Approvals. Provider shall have obtained from all Parties any necessary easements, leases/leasebacks, licenses, consents and approvals and other rights Provider reasonably deems necessary or desirable for the construction and installation of the System, the production and delivery of electricity to the Connection Point, and the operation and maintenance of the System under this PPA.
8. Changes in Applicable Law. Provider will not be entitled to any adjustment in the Energy Price as a result of a change in Applicable Law which alters the value or applicability of the Renewable Energy Credits and Environmental Financial Attributes and accepts all risk associated with same. As used in this PPA, "Applicable Law" shall mean, with respect to Governmental Authority (defined as any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government), any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, enforceable at law or in equity, along with the interpretation and administration thereof by any Governmental Authority.
9. Purchase and Sale of Electricity. In accordance with the terms and conditions herein, commencing on the Service Commencement Date (as defined in Section 1 herein) and continuing throughout the remainder of the Term (as defined in Section 1 herein), Provider shall deliver to the Purchaser at the Connection Point, and Purchaser shall accept delivery from Provider at the Connection Point, all electrical energy generated by the System. The amount of electrical power delivered to the Connection Point from the System ("System Output") shall be in whole kWh and determined in accordance with the provisions of Section 13 herein below.

10. Payments. Provider will invoice Purchaser each month in the manner set forth in Exhibit "C". Purchaser shall pay the full Monthly Payment or any amounts owed pursuant to Section 13 within thirty (30) days of the invoice date from Provider for the prior month ("Due Date"). Purchaser shall, at Purchaser's option, (a) cause a check to be drawn in the undisputed amount due made payable to the Provider, or (b) pay such amount via wire transfer to Provider's bank account. Unless otherwise directed by Provider, all payments must be made payable to BC&E, USA Colusa 1 LLC.
11. Energy Credits and Environmental Financial Attributes. The Provider shall own all "Renewable Energy Credits" and all "Environmental Financial Attributes" relating to the System or the electricity generated by the System. "Renewable Energy Credits" shall mean those certificates (including Tradable Renewable Certificates), green-e tags, pollution credits, carbon offset credits, or other transferable indicia used to control pollution by providing economic incentives for achieving reductions in the emissions of pollutants, or indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to the electricity during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exists (including but not limited to, as of the Effective Date are certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3 administered by the Center of Resource Solutions) or for which a market may exist at a future time. "Environmental Financial Attributes" shall mean all of the following financial rebates and incentives that is in effect as of the Effective Date or may come into effect in the future, excluding, however, any Renewable Energy Credits: (i) performance-based incentives, incentive tax credits or other tax benefits, and accelerated depreciation (collectively, "allowances"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy generated by the System; and (ii) all reporting rights with respect to such allowances. In addition, Provider shall retain any resource adequacy credits or benefits and any capacity credits that may be available to independent power producers, and shall have the right to sell or monetize such attributes.
12. Provider Representations. Provider hereby represents to Purchaser that:
- a) Due Authorization. Provider is duly authorized and empowered to enter into this PPA;
 - b) No Conflict. This PPA is enforceable according to its terms and does not conflict with or violate the terms of any other material agreements to which it is a party;
 - c) Accuracy of Information. The information provided pursuant to this PPA as of the Effective Date is true and accurate in all material respects; and
 - d) Ability to Perform. Provider has no knowledge of any facts or circumstances that, but for the passage of time, would materially adversely affect either Party's ability to perform its respective obligations hereunder.
13. Metering.
- a) Metering Equipment. The Parties acknowledge and agree that Provider shall, or shall cause a third party to, provide, install, own, operate and maintain a meter on the Property with real time digital access that is accessible by Provider and

Purchaser, and Provider shall, or shall cause a third party to, exercise reasonable care in the installation, operation, and maintenance of the meter so as to assure to the maximum extent reasonably practical an accurate determination of such quantities. The location of the meter shall be approved by Purchaser prior to its installation and shall be used for the purpose of measuring the System Output.

- b) Meter Reading. Readings of the meter shall be conclusive as to the amount of electricity generated by the System; provided that if the meter is out of service, is discovered to be inaccurate pursuant to subsection 13.c), or registers inaccurately, measurement of electricity generated by the System shall be determined by estimating by reference to quantities measured during periods of similar conditions when the meter was registering accurately. Provider shall use the data taken from the meter readings on a monthly basis to calculate a Monthly Payment under this PPA.
- c) Testing and Correction. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:
- i. If either Party disputes the accuracy or condition of the meter, such Party shall advise the other Party in writing.
 - ii. Provider shall, within fifteen (15) business days after receiving such notice from Purchaser or issuing such notice to Purchaser, advise Purchaser in writing as to Provider's position concerning the accuracy of such meter and Provider's reasons for taking such position.
 - iii. If the Parties are unable to resolve the dispute through reasonable negotiations, then Provider may cause a neutral, unrelated third party having considerable experience testing such meters and acceptable to Purchaser (whose consent shall not be unreasonably be withheld) to test the meter.
 - iv. If the meter is found to be inaccurate by not more than 2%, any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.
 - v. If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (a) Provider shall promptly cause any meter found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (b) Provider will pay the cost of inspection and testing of the meter; and (c) the Parties shall estimate the correct amounts of electricity delivered, based on usage during the previous calendar year, for no more than the preceding six (6) months and Provider shall either invoice or credit Purchaser for the correct amounts of electricity delivered.

14. Insurance.

- a) General Liability Coverage. From the Effective Date until termination or expiration of the Term, Provider and its contractors and subcontractors and Purchaser each agree to maintain or cause to be maintained General Liability insurance against claims for bodily injury, loss of life or property damage occurring on the Property (including within the buildings thereon); and on the portion of the street and the sidewalks adjacent thereto with bodily injury, loss of life and property damage

coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such insurance may be in the form of blanket liability coverage applicable to the Property and to other property owned or occupied by Purchaser or Provider, as applicable. The other Party shall be named under the applicable policy as Additional Insureds.

- b) Automobile Coverage. Provider and its contractors and subcontractors, as applicable, shall carry a business automobile policy with a combined single limit of not less than One Million Dollars (\$1,000,000). Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Purchaser.
- c) Workers Compensation Coverage. Provider, its contractors and subcontractors as applicable, shall carry Workers' Compensation insurance during the full term or duration of the PPA, to insure statutory liability for injury to its employees in the State of California. The policy should have limits as follows: Bodily injury by accident, \$1,000,000 each accident, and each employee a \$1,000,000 policy limit.
- d) Property Damage. Provider will carry all-risk coverage for property damage in an amount equivalent to the full replacement value of the System. Purchaser will carry all-risk coverage for property damage in an amount equivalent to the full replacement value of any improvements located on the Site, excluding the System.
- e) All Policies. All insurance, including Workers Compensation coverage, shall include an insurer's Waiver of Subrogation in favor of the other Party and will be in a form and with insurance companies acceptable to the other Party. All insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. The workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the other Party.
- f) Evidence Required. Insurance certificates for all coverages required by the PPA shall be provided by each Party to the other Party within twenty (20) business days after the Effective Date, prior to the construction of the System and during the term of this Agreement as requested in writing by the other Party. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days prior notice from the insurance company to the other Party.

15. Taxes.

- a) Sale of Energy. In the event that any state or local taxes are assessed against the consumption of energy, Purchaser shall either pay or reimburse Provider for all such amounts due, including any taxes assessed thereon except any federal or state income taxes imposed on Provider based on such sales.
- b) Real Estate or Property Taxes. Provider will pay and hold harmless Purchaser from ad valorem and related property tax, if any, assessed on (i) the System; (ii) Provider's ownership, installation or use of the System; or (iii) any other aspect of this PPA.
- c) Other Taxes. Provider will pay and hold harmless Purchaser from any federal, state or local taxes imposed upon Purchaser arising from this PPA, other than as set forth in subsection a) above, including but not limited to Provider's manufacture, installation and acquisition of the System.

16. Default.

- a) Events of Defaults. Any one or more of the following events shall constitute an event of default (“Event of Default”): (a) Purchaser fails to pay an invoice within sixty (60) days of the date of the invoice; (b) Purchaser materially interferes with or damages the System; (c) Either Party fails to observe or perform any other material term or condition in this PPA; (d) Either Party (i) voluntary or involuntarily files or has filed a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other relief of the same or different kind under any provisions of the bankruptcy laws that is not dismissed within sixty (60) days of the initial filing, (ii) makes an assignment for the benefit of creditors, (iii) has a receiver appointed with respect to the business property or assets of such Party on the Property, or (iv) otherwise is unable to pay its debts as they become due; (e) Either Party misrepresents a material fact contained in this PPA as of the Effective Date; and (f) Either Party violates or fails to enforce any applicable law, regulation or ordinance related to the use or occupancy of the Property.
- b) Right to Cure. Either Party shall, after notice, promptly and diligently commence curing a Default and shall have thirty (30) days after notice is given to complete the cure of said Default; provided, however, that if the nature of the defaulting Party’s failure is such that more than thirty (30) days are reasonably required for its cure, then such Party shall not be in Default if the defaulting Party begins such cure within the thirty (30) day period described in the preceding sentence, provides notice to the non-defaulting Party of the extended time required for performance, within such thirty (30) day period, and, thereafter, diligently prosecutes such cure to completion.
- c) Notice of Default. A Party shall not be considered to be in default under this PPA unless (i) the non-defaulting Party has given written notice specifying the default; and (ii) the defaulting Party has failed to cure the default in accordance with provisions of subsection b) above.
- d) Remedies.
 - i. If the defaulting Party has failed to cure as set forth herein, the non-defaulting Party shall have right to terminate this PPA by giving written notice to the defaulting Party on a date specified in such notice.
 - ii. Termination of the PPA pursuant to this Section shall not be deemed to limit the non-defaulting Party’s right to pursue any other remedy given under this PPA or now or hereafter existing at law or in equity or otherwise.

17. Termination for Failure to Construct. Should Provider fail to construct the System and begin delivery of electricity to Purchaser within 24 months from the date this PPA is approved by the Colusa City Council, the City may terminate this PPA in the sole discretion of the Colusa City Council.

18. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

19. Severability. If any term, provision, covenant or condition of this Agreement shall be

determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the delivery of electricity to the City from the System; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

20. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.
21. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
22. Singular and Plural. As used herein, the singular of any word includes the plural.
23. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.
24. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.
25. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
26. Force Majeure. Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), moratoriums, public health orders and regulations or other government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Provider may terminate this Agreement upon written notice to the City and the City shall return to Provider any portion of the Mitigation Fee paid for any period after the effective date of such termination.

27. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.
28. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
29. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Colusa, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Provider shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Provider seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.
30. Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.
31. System as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the construction and operation of the System is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a "public work" development, and that nothing herein shall be interpreted to convey upon Provider any benefit which would transform Provider's private development into a public work project, it being understood that this Agreement is entered into by the City and Provider upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Provider by this Agreement.
32. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other

party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

33. **Cooperation with Financing.** Purchaser acknowledges that Provider will be financing the acquisition of the System and Purchaser agrees that it shall cooperate with Provider and its financing parties in connection with such financing of the System. Such cooperation shall include (a) the furnishing of such Purchaser information reasonably requested by Provider's lender, (b) the giving of such usual and customary estoppel certificates, (c) instruments in commercially reasonable form that provide Provider's lender the right to secure and gain access to the System, (d) accommodating reasonable requests by the financing party for clarifications regarding the rights and duties of the Parties under this PPA; provided, however, in no event will Purchaser be obligated to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of Purchaser under this PPA (except for providing notices and additional cure periods to the financing parties with respect to Events of Defaults with respect to Provider as a financing party may reasonably request).
34. **Amendments in Writing/Cooperation.** This Agreement may be amended only by written consent of both parties specifically approving the amendment (which approval shall not be unreasonably withheld, conditioned or delayed). The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon reasonable approval by the City Attorney.
35. **Assignment.** Provider shall have the right to transfer or assign its rights and obligations under this Agreement (collectively, an "Assignment") to any person or entity (an "Assignee") in connection with a transfer or assignment of all of Provider's interest in the PPA without the prior approval of the City; provided that, (a) Provider shall notify City in writing of such proposed Assignment at least thirty (30) days prior to the effective date of any proposed Assignment, and (b) Provider and Assignee shall enter into a written assignment and assumption agreement, executed in recordable form, pursuant to which Assignee shall agree to assume all duties and obligations of Provider under this PPA remaining to be performed at the time of the Assignment.
36. **Corporate Authority.** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.
37. **Notices.** All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt

requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City Purchaser:
City of Colusa
425 Webster St.
Colusa, CA 95932
Attn: City Manager

If to Provider:
BC&E USA Colusa 1 LLC and or its successors or assigns
802 N Irwin Street, Suite 204
Hanford, Ca. 93230

Attn:

- 38. Nonliability of City Officials. No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.
- 39.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

Provider

Purchaser

By: _____

By: _____

Robert L Norman, Managing Member

Jesse Cain, City Manager – Colusa

SCHEDULES

I. Schedule 1: Description of Premises and System

HREEPPA Premises: 2861 Niagara Ave. Colusa, CA 95932

Hybrid Renewable Electric Energy output: 0-5MW

Scope: Design and supply grid-interconnected renewable electric energy from Biomass Conversion, Solar, Wind, Battery storage.

NOTE: Provider and Purchaser may jointly elect that energy production take place off-site via a neighboring parcel but maintain Grid Access to 3700 amp electrical panel on Premises. Access to 3700 amp electrical panel will be granted regardless of Provider location- on Premises or on neighboring parcel. Access granted to Provider not to exceed 1800 amps of consumption but does not limit Provider for production of energy into the PG&E grid via the 3700 amp electrical panel on Premises. Provider agrees to install separate or sub-metering system if necessary.

II. Schedule 2: kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule: The electric production will be metered and billed monthly due within 45 days of billing.

Year of System Term	kWh Rate [*] (\$ / kWh)	Year of System Term	kWh Rate [*] (\$ / kWh)
1	.16	11	Year 11-20
2	.16	12	To be

3	.16*	13	negotiated
4	.16*	14	U p o n e a c h
5	.16*	15	5 year
6	.16*	16	extensio n
7	.16*	17	
8	.16*	18	
9	.16*	19	
10	.16*	20	

[*Calculated based on the year 1 kWh Rate multiplied by [X%] CPI inflation factor each year.]

III. Schedule 3 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to the Hybrid Renewable Energy System under the Agreement shall be as follows:

Year of System Term	Estim ated Producti on (kWh)	Year of Syste m Term	Es ti m at ed Pr od
--	---	---	--

			uc tio n (k W h)
1	18,500,000 (1.5MW/hr, 330d/yr)	11	Same as year 5
2	31,680,000 (4MW/hr, 330d/yr)	12	Same as year 5
3	35,640,000 (4.5MW/hr, 330d/yr)	13	Same as year 5
4	35,640,000 (4.5MW/hr, 330d/yr)	14	Same as year 5
5	35,640,000 (4.5MW/hr 330d/yr)	15	Same as year 5
6	Same as year 5	16	Same as year 5
7	Same as Year 5	17	Same as year 5
8	Same as Year 5	18	Same as year 5
9	Same as Year 5	19	Same as year 5
10	Same as Year 5	20	Same as year 5

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

Schedule 4 – Notice Information

Purchaser:

The City of Colusa and or its successors or assigns.
425 Webster Street
Colusa, CA 95932

Attn: Jesse Cain City Manager
530-682-2933

Provider:

BC&E USA Colusa 1 LLC and or its successors or assigns
802 N Irwin Street, Suite 204
Hanford, Ca. 93230

Wayne Herling
760-214-1367

Robert Norman, CPA
559-816-8651

Brian Halloran Legal Counsel
303-641-3841

COOPERATIVE AGREEMENT COVER SHEET

Contact Information

BC&E , USA Colusa 1 LLC and or its successors or assigns

Robert L Norman
802 N Irwin Street Suite 204
Hanford Ca 93230
Mobile Phone: (559)816-8651

CITY OF COLUSA

Jesse Cain, City Manager
425 Webster Street
Colusa, CA 95932
Mobile Phone (530) 682-2933
Email: citymanager@cityofcolusa.com

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the City of Colusa, a municipal corporation ("City"), and BC&E USA Colusa 1 LLC ("BC&E"). City and BC&E may be referred to in this AGREEMENT as a PARTY. Collectively, the City and BC&E may be referred to in this AGREEMENT as PARTIES.

RECITALS

1. THE PARTIES are authorized to enter into a cooperative agreement for the Hybrid Renewable Electric Energy Power Purchase agreement (PPA) and application to Pacific Gas & electricity (PG &E) for the Bio mat program.
2. The PARTIES desire to enter into this companion agreement to the PPA to further clarify the obligations and duties of City and BC&E regarding the City's participation in the PG&E Bio mat program.
3. It is the intent of the PARTIES that no electric power will be purchased by City, and the Term of the PPA (as defined in the PPA) will not commence, until the City and BC&E have completed the obligations and duties of City and BC&E regarding the City's participation and enrollment in the PG&E Bio Mat program.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

4. For the purpose of this AGREEMENT, BC&E will work with and file on behalf of City an application for Pacific Gas & Electricity (PG &E's) Bio Mat program.

5. BC&E shall undertake and complete the obligations and responsibilities for the following tasks, and makes the following representations and warranties:
 - Application to PGE as an agent for the City for the PG&E Bio Mat program.
 - The Hybrid Renewable Electric Energy Power Purchase agreement (PPA) will not take effect until the completion of Interconnection Study: An Applicant must have passed the Fast Track screens, passed Supplemental Review, completed a PG&E System Impact Study in the Independent Study Process, completed a PG&E Distribution Group Study Phase 1 Interconnection Study in the Distribution Group Study Process, or completed a PG&E Phase 1 Study in the Cluster Study Process for its Project, or completed a CAISO Cluster Study, Independent Study or Fast Track Study, or make use of an existing interconnection agreement to the extent permitted by PG&E's or CAISO's tariff (Interconnection Study). Pacific Gas & Electricity (PG&E)
 - BC&E USA Colusa 1 LLC, represents and warrants that the biosolids that it will receive from the City, and any other feedstock that it may use for fuel in the Hybrid Renewable Electric Energy Power Generating System, are a qualified Fuel Resource as defined in the PG&E BIOENERGY MARKET ADJUSTING TARIFF, pursuant to California Public Utilities Code (PUC) Section 399.20 and California Public Utilities Commission (CPUC) Decision (D.) 14-12-081, D.15-09-004, D.16-10- (T) 025, and D.20-08-043.
6. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.
7. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
8. Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.
9. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement.

10. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.
11. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.
12. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
13. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Colusa, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Provider shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Provider seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.
14. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.
15. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

BC&E USA COLUSA 1 LLC

Robert L Norman
Managing Member
BC&E USA Colusa 1 LLC

CITY OF COLUSA

Jesse Cain
City Manager

Attest:

Shelly Kittle
City Clerk

Approved as to form and procedure:

Ryan Jones
City Attorney

Resolution of the Membership and Manager of BC&E USA COLUSA 1 LLC to issue an Option to Purchase Membership Units to the City of Colusa (the Resolution”)

Whereas: BC&E USA COLUSA 1 LLC (“BC&E”) has been negotiating with the City of Colusa City Manager, Jesse Cain, for more than a year to strategically partner to bring renewable electric energy to Colusa in sufficient quantity that allows for Colusa to become an independent Utility and provide for the electrical needs of the City of Colusa, as well as providing its biosolids for conversion to the BC&E facility as well as partner with BC&E to enhance the value of Carbon Credits via sequestration on a portion of the City of Colusa’s property.

Whereas: the City of Colusa is considering a proposal from BC&E to enter into a Hybrid Renewable Electrical Energy Power Purchase Agreement (“HREEPPA”) that has considerable benefits to both the City of Colusa and to BC&E. In order to make this proposal both attractive and beneficial to the City of Colusa, and as further consideration of such transaction, the parties have negotiated to provide to the City of Colusa an option (the “Option”) to purchase a 12.5% ownership stake in BC&E for a total consideration of \$1 (legally referred to under California Law as a “membership interest”, or the “Units”), for which the exercise period (the “Exercise Period”) shall commence on the execution of the HREEPPA after the HREEPPA has been duly approved by the City Council of the City of Colusa, and the Exercise Period shall terminate 13 months from said date of execution.

Whereas: BC&E, pursuant to the Operating Agreement of BC&E, and pursuant to California Law, has authorized the issuance of 100,000 Units to the Members of BC&E, and as

such 100,000 Units currently constitute 100% of the authorized Units of BC&E.

Whereas: This Resolution has been unanimously approved by all of the Members of BC&E pursuant to the Operating Agreement of BC&E.

RESOLVED, that the Membership and Manager of BC&E has hereby authorized and approved this Resolution, and shall authorize and empower the following Robert Norman as Manager, to make, execute, endorse and deliver in the name of and on behalf of the BC&E, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by BC&E in furtherance of this Resolution and the subject matter contained therein.

FURTHER RESOLVED, that the Members and Manager of BC&E authorize the issuance of the Option as described herein, upon passage by the City Council of Colusa of the resolution to authorize the City Manager to execute and sign the HREEPPA with BC&E as negotiated, and that upon the execution of said HREEPPA, the City of Colusa shall be granted an the Option to purchase 12,500 units of BC&E LLC membership Units for an exercise price of \$1, and upon such exercise during the Exercise Period, if any, the Manager of BC&E shall deliver a Unit Certificate evidencing such 12.5% Membership interest, in the form of 12,500 Units, to the City of Colusa. This Resolution shall replace and supersede any previous resolution, or BC&E LLC action, with respect to the subject matter of this Resolution, and such previous actions or resolutions shall be null and void and of no force or effect.

Signature Page.

 _____, Dated 06/15/23

Robert Norman, Manager and Member, BC&E USA Colusa 1 LLC





City of Colusa California

STAFF REPORT

DATE: July 18, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa Approving the emergency sewer line replacement project located on South 5th Street with H&H Trenching

Recommendation: The Council approve the Proposed Resolution with H&H Trenching

BACKGROUND ANALYSIS:

The City was called out to a sinkhole a couple of weeks ago to investigate. After investigating the sink hole we found that the sewer line had failed. The City started to dig up the sewer line to repair it, but during the attempt to repair the sewer line it was determined that most of sewer line had been completely destroyed. Staff dug up about 30 feet of sewer trying to find good pipe to reconnect to, but with no success. After looking into the sewer pipe, the sewer line needs to be replaced from manhole to manhole which is about 450 feet.

City Engineer Swartz and City Manager Cain worked on getting any many quotes as they could with a short lead time on starting the project. They had three contractors get back to us with estimates. Two of them sent an email estimate and the other one sent a per foot estimate. H&H estimate came in at \$79,800.00. The other estimate from Walberg Inc. came in at \$127,703.00 and the last one was from Newland Construction at \$245 per foot in the amount of \$110,250.

The plan is to replace the sewer line from manhole to manhole unless Staff comes across a pipe that has a good coupon and doesn't need to be replaced.

BUDGET IMPACT:

\$79,800.00 from the Sewer funds

STAFF RECOMMENDATION:

Approve Resolution 23-
 Estimates from H&H Treching and Walberg, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE SEWER LINE REPLACEMENT PROJECT LOCATED ON SOUTH 5TH STREET AND HIRING H&H TRENCHING FOR THE INSTALLATION

WHEREAS, on July 18, 2023, the City of Colusa City Council approved the sewer line replacement on South 5th Street due to an emergency situation that was created by an unforeseen sink hole, and:

WHEREAS, the City of Colusa City Council agrees to contract with H&H Trenching for the replacement of the sewer line.

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the contract with H&H Trenching for the replacement of the Sewer line located on South 5th street, and:
3. 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 this 18th day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

H & H Trenching

3621 Feather River Blvd
Olivehurst, CA 95961

Estimate Item 10.

Date	Estimate #
6/28/2023	2344

Name / Address
City of Colusa

Project

Description	Qty	Rate	Total
Sawcut, remove, and dispose of AC	1	6,900.00	6,900.00
8" SDR26	450	138.00	62,100.00
Replace sewer trench	1,800	6.00	10,800.00
Replace 450LF of failed sewer line from manhole to manhole. Crushed rock backfill around pipe. Base rock trench backfill rest of the way up. 3.5" AC trench pave back.			
Permits and compaction testing by others			
Total			\$79,800.00

Walberg Inc.

California Contractor's License Number: 898860

Revised Proposal

1. GENERAL INFORMATION

Bid To: City of Colusa

Project Title: 5th and Sioc, Colusa

Bid Date: 6/30/23

Phone: (530)682-2933

Email: citymanager@cityofcolusa.com

2. BID SCOPE OF WORK:

- Remove and replace 453' of 8" concrete with 8" SDR
- Install (5) ea. wyes and connect to sewer laterals
- Pave trench

Total - \$127,703.00

Job Specific Exclusions –

Sewer bypass pumping

Sewer laterals beyond connection point at main

3. BID EXCLUSIONS: Unless expressly included under paragraph 2 (Bid Scope of Work) above, the following items of work are expressly excluded under this Proposal:

- a. Permits, permit fees, bond or bond fees, and/or approvals which are, or may be, required by any local, state, or federal agency or department.
- b. More than one mobilization of the project by Walberg.
- c. Potholing, pre-excavation testing or locating, relocation of utilities or other obstructions, or the coordination of Walberg's work with any other person, persons, entity, or entities including, without limitation, utility companies.
- d. The removal and/or disposal of hazardous materials and/or substances and/or products including, but not limited to asbestos, lead, petroleum and/or hydrocarbon substances, and/or products and/or materials which contain asbestos, lead, petroleum, and/or hydrocarbon substances.
- e. Any clearing, grubbing, landscape repair, landscape replacement, sprinkler repair, sprinkler replacement, concrete repair, concrete replacement, and/or tree removal. (Unless otherwise stated in the above scope of work.)
- f. Staking, compaction testing, inspections, engineering, erosion control, or SWPPP preparation, controls, or implementation.
- g. Design, engineering, and testing.
- h. Excavation, blasting, removal, or off-haul of any rock or other materials that cannot be reasonably excavated, in Walberg's sole discretion, with a Cat 420 backhoe.
- i. Trench or excavation dewatering.
- j. Any work not specified in this Proposal or expressly incorporated by reference in a duly signed extra work order or contract change order.
- l. Walberg Inc. will not be held responsible for any unmarked utilities. Any repairs will be an additional cost.
- m. This proposal is based on the use of native materials for backfill of the excavation and does not include the import of backfill materials. If the native materials are not suitable for backfill, the purchase and importation of materials suitable for backfill shall be paid by the Contracting Party.

Walberg Inc.

California Contractor's License Number: 898860

- n. No work shall be performed in wet or unfavorable conditions.

4. CONDITIONS OF BID

a. This Proposal sets forth the terms and conditions under which Walberg Inc., a California corporation ("Walberg") proposes to perform the work described under paragraph 2, above (the "Work"), which is subject to the exclusions set forth under paragraph 3, above.

b. This Proposal shall be attached to, and incorporated into, the form of agreement (the "Agreement") between Walberg and the party to which this Proposal is submitted (the "Contracting Party") and acceptance of all or any part of this Proposal by the Contracting Party constitutes acceptance of the terms and conditions set forth in this Proposal by the Contracting Party. If this Proposal is signed by the Contracting Party, this Proposal shall be the agreement between the Contracting Party and Walberg for the performance of the Work.

c. Notwithstanding any term covenant or condition set forth in the Agreement, if any, to the contrary, the parties agree that this Proposal sets forth the controlling terms and conditions under which Walberg and the Contracting Party agree that Walberg will perform the work described in this Proposal.

d. Walberg will be paid monthly progress payments on or before the tenth (10th) day of each month for the value of work completed, plus the amount of materials and equipment suitably stored on or off site prior to the twenty-fifth (25th) day of the previous month. Final payment of sums due under this Proposal, including the cost of changed or extra work and retention, shall be due thirty (30) days after the Work is substantially completed. All sums not paid when due shall bear interest at the rate of one and one-half percent (1½%) per month, or the applicable statutory rate or maximum legal rate permitted by law, whichever is more.

e. No more retention shall be withheld from Walberg than is being withheld by the owner of the Project (the "Owner") with respect to Work being performed by Walberg.

f. No provision set forth in any one or all of the Agreement, the plans and specifications, or documents incorporated into the project documents by reference, shall (a) void Walberg's entitlement to payment for properly performed work or suitably stored materials, (b) require Walberg to continue performance if timely payments are not made to Walberg for suitably performed work or stored materials, (c) void Walberg's right to record a mechanics' lien (claim of lien) or claim on its behalf in the event that any payment to Walberg is not timely paid, or (d) condition payment to Walberg upon receipt of payment by the Contracting Party from any other source of payment.

g. No back charges or claims by the Contracting Party against Walberg shall be valid except by an agreement in writing signed by Walberg before such work is performed. In the event such charges or claims arise out of Walberg's performance of the Work, the Contracting Party shall notify Walberg, in writing, of such failure and allow Walberg seventy-two (72) hours to commence the correction of any deficiency, and sufficient time thereafter to complete said deficiency, before incurring any costs chargeable to Walberg.

h. The Contracting Party shall prepare all areas of the project as requested by Walberg so that Walberg may perform the Work. Walberg will not be called upon to start performance of the Work until sufficient areas are prepared in a manner that insures continued work. The Contracting Party shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical, and water for the performance of the Work at no cost to Walberg.

i. Walberg shall be given a reasonable time after approval of Walberg's shop drawings and submittals in which to make delivery of materials and/or labor to commence and complete the Work. The Contracting Party agrees to incorporate Walberg's calculated times of performance into the Contracting Party's schedule for the work of the project. Walberg shall not be held to perform under any project schedule to which Walberg has not agreed in writing. Walberg not be responsible for delays or defaults where occasioned by any causes of any kind and extend beyond its control, including but not limited to delays caused

Walberg Inc.

California Contractor's License Number: 898860

by the owner, general contractor, architect, and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God.

j. Walberg shall be entitled to the equitable adjustment (the "equitable adjustment") in the contract price and contract time (compensable time extensions) for additional costs or time arising out of (a) extra or changed work performed by Walberg on or in connection with the Work, (b) differing site conditions, (c) unanticipated project delays, or (d) acceleration caused by others whose acts are not Walberg's responsibility. The failure of the Contracting Party to provide Walberg a signed written order before Walberg commences the performance of any work to which it is entitled an equitable adjustment shall not constitute a waiver by Walberg of its entitlement to receive payment therefore and, by directing Walberg to perform such work, the Contracting Party agrees to equitably adjust the contract price and contract time to compensate Walberg. The Contracting Party shall make no demand for, or withhold any amount of money on account of, liquidated damages against Walberg, unless agreed by Walberg in writing.

k. Walberg's Work is warranted for a period of one (1) year from the date on which the Work is substantially completed or the use of all or any portion thereof by the Contracting Party or the Contracting Party's successor in interest or assign, whichever is earlier. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As to Work performed by Walberg, a defect in which is proven to be the sole responsibility of Walberg, the Contracting Party's exclusive remedy shall be that Walberg will replace or repair any part of its own Work that is found to be defective, and no other work, whether attached to, built upon, or adjacent to the Work. Walberg shall not be responsible for damage or defect caused by abuse, modifications performed by someone other than Walberg, improper or insufficient maintenance, improper operation, or normal wear, tear and usage.

l. The Work is to be performed during Walberg's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized and before Walberg is obligated to perform such work.

m. The Contracting Party shall purchase and maintain all risk-insurance upon the full value of the entire Work, materials delivered to the site of the Work, and equipment stored on the site of the Work, which insurance shall include the interests of Walberg. As a condition precedent to Walberg's obligation to commence or perform the Work, the Contracting Party shall provide Walberg a certificate of insurance for said insurance, naming Walberg as an additional insured. If the Contracting Party fails or refuses to provide said insurance or name Walberg as an additional insured (after demand by Walberg), Walberg is hereby authorized to obtain said insurance protecting Walberg's interests and the cost and expense of said insurance shall be paid by the Contracting Party.

n. To the extent allowed under California law, Walberg shall indemnify and hold harmless the Contracting Party from damages only to the extent such damages were caused by any negligent act or omission of Walberg or anyone for whose acts Walberg is liable. The Contracting Party shall indemnify and hold harmless Walberg from damages to the extent such damages were caused by any negligent act or omission of the Contracting Party or anyone for whose acts the Contracting Party is liable.

o. If any legal action or proceeding arising out of or relating to the Work under this Proposal or under any Agreement for the performance of the Work is brought by either the Contracting Party or Walberg, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, its attorney's fees, expert's fees, which may be awarded both as an element of damages and under any applicable statute, costs of suit, and other expenses incurred in the action or proceeding by the prevailing party.

p. In the event of an increase in the cost of any materials to be incorporated into the Work or used in the performance of the Work including, without limitation, construction materials and/or fuel, increases by more than five (5) percent over the amount included in Walberg's bid, the difference between the bid amount and the actual cost paid by Walberg for said materials shall be paid to Walberg as an equitable adjustment in the contract price.

q. This Proposal may be withdrawn by Walberg if not accepted by the Contracting Party with thirty (30) days of the date on which this Proposal is signed by Walberg.

Walberg Inc.

California Contractor's License Number: 898860

r. This document supersedes all other contract documents.

CONTRACTING PARTY

(Company Name, Entity)

Dated: _____

(Signature)

(Print Name)

WALBERG, INC., a California corporation

Dated: _____

RAYMOND B. WALBERG, Vice President

Walberg Inc.

California Contractor's License Number: 898860



City of Colusa California

STAFF REPORT

DATE: July 18, 2023

TO: Mayor and Members of the City Council

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

AGENDA ITEM:

Consideration of Resolutions approving the Proposed budget as recommended by City Manager and City Staff.

- Resolution 23-__ Proposed Budget for Fiscal Year 2023-2024
- Resolution 23-__ Establishing the Proposed Budget Appropriation Limit for the fiscal year 2023-2024.

Recommendation:

Council to approve the proposed budget for the Fiscal Year 2023-2024, the appropriation (GANN) limit for the Fiscal Year 2023-2024.

The Budget was prepared before the closing of the fiscal year 2022-2023 and the annual audit. The City policy allows sixty days to post the revenue and expenditures pertaining to the prior year. Therefore, the beginning fund balance contained the budgeted numbers, not the audit numbers. The Mid-year budget will have audited fund balances and the updated operational cost for each department.

BUDGET IMPACT:

The general fund revenue increased by \$2,532,687 including \$1.55m measure B (TT), \$570,290 ARPA, and \$301,415 Prop 64 monies. The real increase in the general fund is only \$110,982. The expenditure increased by \$1,286,542 from Mid-Year budget updates. The true increase after the deduction of Prop 64 and ARPA fund is \$414,837. The deficit increased by \$303,855.

The budget is projected to have a (\$443, 401) deficit without applying additional requests from the Fire Department.

The Fire Department's request will increase the personnel cost by \$319,848 and equipment maintenance by \$30,000 which will increase the expenditure amount to \$6,468,765 and the deficit amount to (\$793,249).

Water fund revenue increased by 8.5K but expenditure increased by 391k from the Mid-Year budget. The budget also included 120K for the Water Management Program and 223 for Scada Program. The budgeted fund balance is \$6,011,41.

Sewer Fund revenue increased by \$201,325 with the assumption that the sewer rate will be increased by 6% as suggested in the Sewer and Water Report. The expenditure decreased by \$439,678 from the Mid-year budget. The budget includes \$1,136,015 payments on long-term debt.



CITY OF COLUSA



Proposed BUDGET

FISCAL YEAR
2023-2024

July 18, 2023



PROPOSED BUDGET

Highlights

- ▶ General Fund & Attributes of General Fund Budget
- ▶ Enterprise Funds & Attributes of Enterprise Funds
- ▶ Sewer and Water
- ▶ Other Special Revenue Funds
- ▶ Future Outlooks
- ▶ Grants Update
- ▶ ARPA FUND update



PROPOSED BUDGET

Attributes

- ▶ Health Insurance increase will be added in the Mid-year budget update, the current budget includes \$800 dollars in addition to the Blue Shield access plan.
- ▶ Dental & Vision Insurance remain the same.
- ▶ \$ 28,573 Decrease in UAL from the previous year after applying discounts.
- ▶ \$110K increase in Liability Insurance including property insurance
- ▶ Grant Writer, City planner, and Code Enforcement vacant positions budgeted for twelve months at the current rate.
- ▶ Included 15% Sergeant and 10% Police officer pay increase, not any other departments.
- ▶ Code Enforcement Position will be covered through Prop 64 grant
- ▶ \$1.550 Million is budgeted to receive revenue from Measure B (transaction tax).



PROPOSED BUDGET

Salary and Overhead Allocation

		General	Water	Sewer
City Clerk	110	34%	26%	40%
City Council	120	34%	26%	40%
City Treasurer	130	34%	26%	40%
City Manager	210	34%	33%	33%
Grant Writer	215	80%	10%	10%
Finance Department	230	34%	33%	33%



Proposed Budget General Fund

	Revenue	Expenditure	Deficit /Surplus
Proposed Budget	\$ 7,255,516	\$ 6,148,917	\$ \$1,106,599
Mid-Year Budget 22-23	\$ 4,722,829	\$ 4,862,375	\$ (139,546)
Total Adjustment	\$ 2,532,687 ↑	\$ 1,286,542 ↑	\$ 1,246,145 ↑

- NET = \$1,106,599 -1,550,000 (TT/MB)= \$(443,401)



PROPOSED BUDGET

▶ Forecasted Revenue Increase =	\$ 2,531,787
▶ Taxes	\$ 132,223
▶ Transaction Tax (MB)	\$1,550,000
➤ Franchise Tax	\$ 29,484
➤ License & Permits	(\$8,500)
➤ Interest & Rental	\$ 20,000
➤ Other Agencies	(\$1,000)
➤ Service Charges	(\$75,475)
➤ Other Revenue	\$ 13,350
➤ Other Finance Sources	\$ 301,415
➤ ARPA Fund	\$570,290



PROPOSED BUDGET

General Fund - Expenditure Changes

- City council (\$360)
- City Clerk \$ 526
- Fire Department \$35,204
- Police \$168,364
- Personnel cost increased in result of negotiations, Increased in dispatch contract
- Code Enforcement \$185,318
- Funded by prop 64
- Building \$31,269
Planning to purchase IWORQ program for permits, 27.5k increased in professional services
- Administration-City Manager \$ 7,841
Increase due to the hourly rate increase



PROPOSED BUDGET

- Recreation (\$30,227)
- Grant Writer/Econ.Development \$ 8,016
- Planning \$ 70,119
- City Hall \$ 9,900
- Street \$147,846
- Parks \$ 13,413
- Finance Department \$ 77,281

These items are 100 % budgeted under
Finance department

Professional Services	\$	50,000
NCCSIF Insurance	\$	249,345
Retiree Health	\$	39,260
Recology Liens	\$	42,000
Revenue Sharing	\$	54,000
	\$	

Total Change in expenditures Mid-Year to Proposed Budget = **\$724,510**



PROPOSED BUDGET

GENERAL FUNDS TOTAL PROJECTED RESERVES

JUNE 30, 2023 \$4,398,018

The unassigned reserves level is estimated to be **\$1,323,560** above the General Fund Policy minimum requirement level with the inclusion of Measure B/Transaction tax (estimated 1,550,000).

Without Measure B Monies, the budget would be **(\$22,640)** below the General Fund Policy minimum requirement level with **(\$443,401)** in deficit.



PROPOSED BUDGET

Fire Department's request

- Current proposed Deficit **(\$443,401)**
- Adding 30k to Fire Department Equip. Maintenance (\$473,401)
- Adding one Fire Fighter Position \$117,008 (Basic Salary 41,664 +75k (FLSA OT, on-call Holiday overtime, and overtime + benefits)
- 1. Budget Deficit increased to (\$590,409)
- 2. By adding Second Fire Fighter's position (707,417)
- 3. Adding Secretary position Basic Salary & Pay \$ 85,832
- 4. The deficit Amount increased to **(\$793,249)**



PROPOSED BUDGET

GENERAL FUNDS TOTAL PROJECTED RESERVES -JUNE 30,2023
\$4,048,170

Without Measure B Monies and adding the Fire department request the budget would be **(\$372,488)** below the General Fund Policy minimum requirement level with **(\$793,249)** in deficit.



PROPOSED BUDGET

Vacant Positions Estimated Cost

The calculation is based on basic pay and benefits only, no overtime, no shift differential, no certificate, no stipend pay, and Workers Comp included.

Job Title	Monthly Salary	Annual Salary including FICA and Medicare	Benefits	Total
Water/Sewer Utilities Superintendent	\$ 5,866	\$ 70,632	\$ 48,506	\$ 119,138
Building Maintenance Janitor	\$ 2,910	\$ 34,920	\$ 40,075	\$ 74,995
Building /Code Inspector	\$ 4,947	\$ 59,364	\$ 41,901	\$ 101,265
Senior Maintenance Worker	\$ 3,714	\$ 44,568	\$ 40,796	\$ 85,364
Administrator Secretary	\$ 3,802	\$ 45,624	\$ 40,875	\$ 86,499
Public Works Administrator	\$ 9,667	\$ 116,004	\$ 46,132	\$ 162,136
Police Officer	\$ 4,485	\$ 51,084	\$ 43,994	\$ 95,078
Police Officer	\$ 4,485	\$ 51,084	\$ 43,994	\$ 95,078
Total				\$ 819,553



PROPOSED BUDGET

General Fund Historical Trend

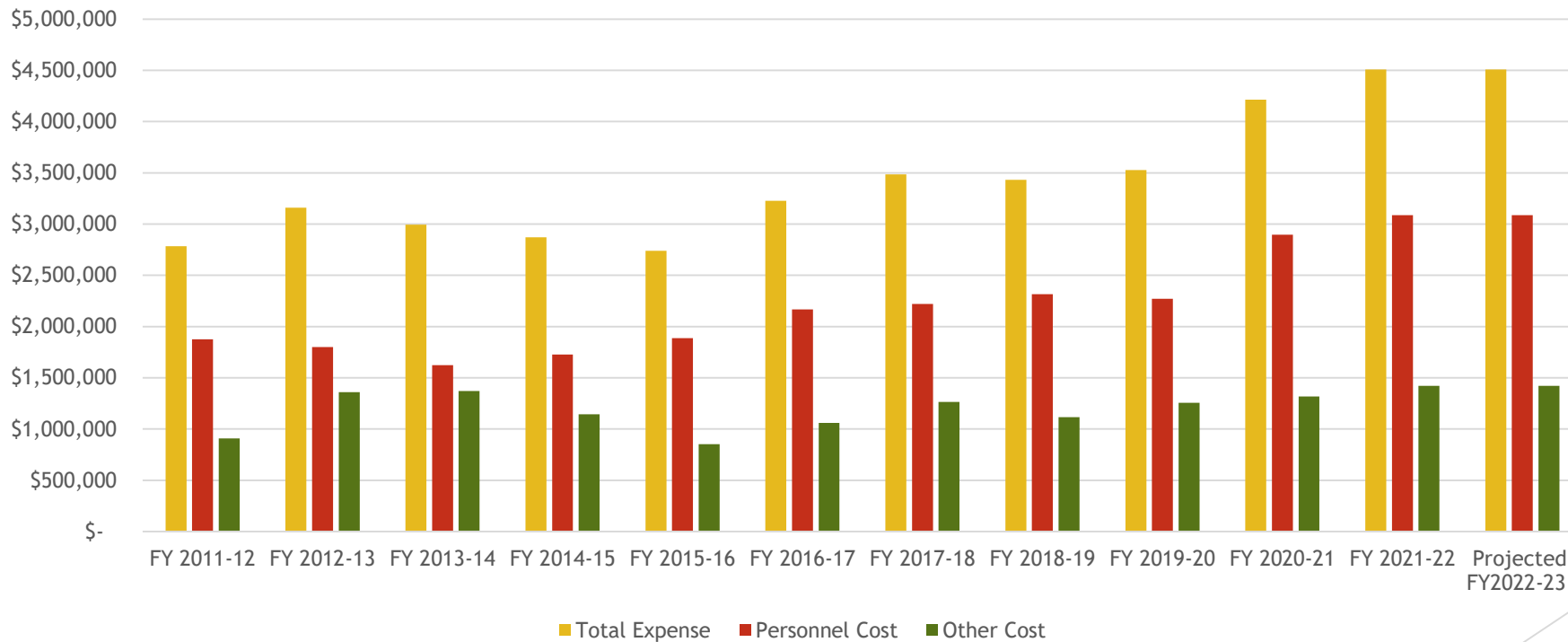
	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Adopted FY2022-23
Total Expense	\$ 2,784,405	\$ 3,161,342	\$ 2,995,517	\$ 2,872,408	\$ 2,738,935	\$ 3,228,004	\$ 3,485,585	\$ 3,433,234	\$ 3,528,421	\$ 4,213,341	\$ 4,510,201	\$ 4,510,201
Personnel Cost	\$ 1,875,205	\$ 1,800,645	\$ 1,622,816	\$ 1,728,243	\$ 1,886,080	\$ 2,167,538	\$ 2,220,255	\$ 2,316,119	\$ 2,272,580	\$ 2,896,198	\$ 3,088,108	\$ 3,088,108
Other Cost	\$ 909,200	\$ 1,360,697	\$ 1,372,701	\$ 1,144,165	\$ 852,855	\$ 1,060,466	\$ 1,265,330	\$ 1,117,115	\$ 1,255,841	\$ 1,317,143	\$ 1,422,093	\$ 1,422,093



PROPOSED BUDGET

General Fund Historical Trend

General Fund Personnel & Other Cost





PROPOSED BUDGET

American Rescue Plan Act (ARPA)

- a) The City of Colusa is listed as a non-entitlement City - Population > 50,000
- b) Expenditure period starts on March 3rd, 2021, and ends on December 2024
- c) The allocated amount needs to be assigned to projects by December 2024 and spent by December 2026.

Amount Received:	\$1,449,678
Expenditures approved by the council:	\$1,449,678
Spent Amount:	\$ 289,847
Budgeted in FY 2023-24	\$ 570,290



PROPOSED BUDGET

Enterprise Funds

Water Fund (Fund 410)

	Revenue	Expenditures	Surplus/Deficit
Proposed Budget	\$1,601,000	\$1,891,278	(\$290,278)
Mid-Year Budget	\$1,592,500	\$1,500,253	\$92,247
Total Adjustment	<u>\$ 8,500</u>	<u>\$391,025</u>	<u>(\$198,031)</u>
Projected Fund Balance @ 6/30/2023:			\$ 6,011,41

Budget Updates:

Revenue increased by 8.5k but expenditure increased by 391K

Operational costs increased due to direct and indirect personnel cost

120 k Water Management and 223k for Scada program.



PROPOSED BUDGET

Enterprise Funds

Sewer Fund (Fund 430 & 436)

	Revenue	Expenditures	Surplus/Deficit
Proposed Budget	\$ 3,512,335	\$ 3,487,041	\$25,294
Mid-Year Budget	\$ 3,311,010	\$3,047,363	\$263,647
Total Adjustment	<u>\$201,325</u>	<u>\$439,678</u>	<u>(\$283,353)</u>

Projected Fund Balance @ 6/30/2023: \$ 6,300,822

Budget Updates:

Capital Reserve (Fund 436) \$ 1,125,050

USDA Reserve \$ 25,883

New SRF loan reserve requirement of \$ 185,574

Budgeted Revenue includes a 6% increase in sewer rates, without the increase the revenue will decrease by 200K which could impact the Walnut grant project.



PROPOSED BUDGET

Other Special Revenue Funds

Cannabis Revenue Fund (Fund 102)

	Revenue	Expenditure
Proposed Budget	\$ 246,000	\$ 1,000
Mid Year Budget	\$ 310,000	\$ 0.00
Total adjustment	<u>\$ (135,000)</u>	<u>\$ (1,000)</u>

Projected fund balance: \$ 1,714,333

Budget Update:

This money will be used towards the 20% of the match for the street grant once the application is approved.



PROPOSED BUDGET

Other Special Revenue Funds

State Law Enforcement Grant Fund (SLESF - Fund 214)

	Revenue	Expenditure
Proposed Budget	\$ 170,800	\$ 165,000
Mid Year Budget	\$ 140,800	\$ 133,500
Total adjustment	<u>\$ 500</u>	<u>\$ 31,500</u>

Projected fund balance: \$ 210,363

Budget Update:



PROPOSED BUDGET

Other Special Revenue Funds

Strike Team Fund (Fund 221)

	Revenue	Expenditure
Proposed Budget	\$ 200,500	\$ 265,830
Mid Year Budget	\$ 200,500	\$ 265,430
Total adjustment	<u>\$53,285</u>	<u>\$ 0.00</u>

Projected fund balance: \$ 155,213

Budget Update:



PROPOSED BUDGET

Other Special Revenue Funds

Gas Tax Fund (Fund 241)

	Revenue	Expenditure
Proposed Budget	\$ 245,986	\$ 262,386
Mid Year Budget	\$ 246,586	\$ 573,770
Total adjustment	<u>\$ 3,000</u>	<u>\$311,384</u>

Projected fund balance: \$ 58,096

Budget Update:

Street Sweeper with SB1 money - \$285,770 was purchase in Fy 2022-23

Road Saver with SBI money - purchase after approval by the SBI board



PROPOSED BUDGET

Other Special Revenue Funds

LTF Fund (Fund 246)

	Revenue	Expenditure
Proposed Budget	\$ 201,500	\$ 242,000
Mid Year Budget	\$ 176,200	\$ 257,000
Total adjustment	<u>\$ 20,000</u>	<u>\$ 15,000</u>

Projected fund balance: \$

Budget Update:

More update in Mid year budget



PROPOSED BUDGET

Other Special Revenue Funds

Pools/Trees/Parks Improvement District (Fund 253)

	Revenue	Expenditure
Proposed Budget	\$ 116,300	\$ 116,396
Mid Year Budget	\$ 182,800	\$ 270,712
Total adjustment	<u>\$ 66,500</u>	<u>(\$154,316)</u>

Projected fund balance: (\$51,604)

Budget Update:

\$ 83k was budgeted for splash pad in FY 2022-23.



PROPOSED BUDGET

Other Special Revenue Funds

Community Development Block Grant (CDBG - Fund 261)

	Revenue	Expenditure
Proposed Budget	\$ 10,750	\$ 177,082
Mid Year Budget	\$ 10,750	\$ 9,600
Total adjustment	<u>\$ (19,750)</u>	<u>(\$167,482)</u>

Projected fund balance: \$ 84,153

Budget Update:

166k is committed to Micro - Enterprise grant



PROPOSED BUDGET

Other Special Revenue Funds

CDBG Home Fund (CDBG - Fun262)

	Revenue	Expenditure
Proposed Budget	\$ 514,700	\$ 510,200
Mid-Year Budget	\$ 514,250	\$ 510,200
Total adjustment	\$ <u>450</u>	\$ <u>0.00</u>

Projected fund balance: \$ 90,285

Budget Update:

The Assessed house Value limit has increased to 299k for qualified applicants



PROPOSED BUDGET

Other Special Revenue Funds

CDBG Home Fund (CDBG - Fund263)

	Revenue	Expenditure
Proposed Budget	\$ 432,482	\$ 420,000
Mid Year Budget	\$ 321,800	\$ 250,000
Total adjustment	<u>\$ 110,682</u>	\$170,000

Projected fund balance: \$ 12,882

Budget Update:

Micro Enterprise Grant, COV,1 grant already spent and received the reimbursement 71k.

Micro Enterprise loan 166K from P1 and 250K grant expire Oct. 2024



PROPOSED BUDGET

Other Special Revenue Funds

State Park Management (Fund 310)

	Revenue	Expenditure
Proposed Budget	\$ 671,550	\$ 672,473
Mid Year Budget	\$ 671,550	\$ 674,873
Total adjustment	<u>\$ (0.00)</u>	<u>(\$ 2,400)</u>

Projected fund balance: \$ (54,826)

Budget Update:

LOSPP Grant For \$642,950



PROPOSED BUDGET

Other Special Revenue Funds

Boat Launch Project (Fund 311)

	Revenue	Expenditure
Proposed Budget	\$ 13,700	\$ 8,050
Mid Year Budget	\$ 13,100	\$ 8,050
Total adjustment	<u>\$ 600</u>	<u>\$ 0.00</u>

Projected fund balance: \$ 56,659

Budget Update:

5K for Robert's Ditch Fee



PROPOSED BUDGET

Development Impact Fee

Development Impact Fee Funds:

- Fund 271 (Street Impact Fee) - \$ 419,373 also includes Bridge Street light reimbursement.
- Fund 272 (Law Enforcement Fee) - \$178,261 Police department building improvement.
- Fund 273 (Fire Development Fee) - \$ 200,782 Fire department building improvement.
- Fund 274 (Storm Drain Impact Fee) - \$147,896 for storm drain improvement.
- Fund 275 (Park/Recreation Impact Fee) - \$ 84,719 for parks improvement.
- Fund 276 (City Hall Impact Fee) - \$ 107,134 For City Hall building and bathroom
- Fund 277 (Community Center Fee) - \$58,147 for community centers.
- Fund 422 (Corp. Yard Impact Fee) - \$142,509 for building upgrades.



PROPOSED BUDGET

Future Outlooks

- Grants - Reporting
- Calpers Unfunded liability
- Other Post Employment Benefits (OPEB)
- Health Care Benefits
- Collection of Outstanding Bills



RESOLUTION NO. 23-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA
ADOPTING THE PROPOSED BUDGET
FOR FISCAL YEAR 2023-24**

WHEREAS, the proposed budget for the City of Colusa is entitled "Purposed Budget 2023-2024";
and

WHEREAS, the proposed expenditures shown in the Proposed Budget 2023-24 are hereby
appropriated to the departments, offices, and operations in the amount and for the objects and
purposes as set forth in the budget document; and

WHEREAS, it is ordered that one copy of this resolution and the budget document be made
available for public review at Colusa City Hall and that the budget document be certified by the City
Clerk and filed in the Office of the City Clerk; and

WHEREAS, this resolution is required for the orderly operation and maintenance of municipal
activities and the usual and current expenses of the City during the 2023-24 Fiscal Year.

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Colusa
said Proposed Budget for Fiscal Year 2023-24 is hereby adopted as proposed.

1. Recitals Made Findings. The above recitals are hereby declared to be true and correct and
findings of the City Council of the City of Colusa.
2. Effective Date. This Resolution shall be effective July 1st, 2023.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Colusa, at its regular
meeting duly held on the 18th day of July 2023, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA ESTABLISHING
PROPOSED BUDGET APPROPRIATION LIMIT FOR
FISCAL YEAR 2023-2024**

WHEREAS, Article XIII (B) of the California Constitution Proposition 4 establishes expenditure limits for cities;

WHEREAS, State-implementing legislation (Government Code Section 7910) requires the City of Colusa to annual adopt a resolution establishing it Appropriations Limit for the following year; and

WHEREAS, the City selected the Department of Finance population percentage change and the change in California per Capita Personal Income factors to compute the Appropriations Limit; and

WHEREAS, the City Finance Department has made the calculations specified in said Law and concludes that the appropriations subject to limitation is \$11,840,445 for the fiscal year 2023-2024.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1.

The recitals set for are true and correct statements and hereby incorporated.

Section 2.

The City Council hereby authorizes and approves that the Proposed Budget Appropriations Limit for the City of Colusa is established at \$11,840,445 by using the Department of Finance population change and the change in California per Capita Personal Income factors; and

Section 3.

That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Colusa on the 18th, of July 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

ATTACHMENT A
City of Colusa
Gann Appropriation Limit
Calculation for FY 2023-24
Proposed Budget

Gann Appropriations Limit

The Gann Limit was approved on November 6, 1979, by California voters. Under the Gann Limit, a maximum amount is established for tax-funded government services. That amount is to be adjusted each year depending on changes in population, inflation, and the transfer of financial responsibility for various government activities from one level of government to another. Any significant amount of state tax revenue received above that Gann Limit is to lead to future tax rebates or tax cuts.

<u>Population</u>	<u>Percent Change</u>	<u>Factor</u>
Population 1/1/2022: 6,417		
Population 1/1/2023: 6,428	0.17	1.0017
 <u>Per Capita Personal Income</u>		
State of California	4.44	1.0444
 <u>Growth Factor</u>		
Population percentage increase multiplied by the Per Capita Personal Income percentage increase (1.0017*1.0444)		1.04618
 <u>Calculation of FY 2023-2024 Appropriation Limit</u>		
FY 2022-2023 Appropriation Limit		\$11,317,838
Growth Factor		1.0462
 <i>FY 2023-24 Appropriation Limit</i>		 <u><i>\$11,840,445</i></u>

ORDINANCE NO. 451

**AN ORDINANCE OF THE CITY OF COLUSA REPEALING AND RE-ADOPTING
CHAPTER 11A OF THE COLUSA MUNICIPAL CODE PERTAINING TO NOISE
REGULATIONS**

The City Council of the City of Colusa does hereby ordain as follows:

Section 1. Repeal and Re-adoption of Chapter 11A

Chapter 11A, "Noise Regulations" is hereby repealed in its entirety and replaced with a new Chapter 11A, "Noise Regulations," as follows:

"Sec. 11A-1 Legislative Purpose and Policy

It is hereby declared to be the policy of the City of Colusa, in the exercise of its police power pursuant to Section 7 of Article XI of the California Constitution, to protect the peace, health, safety and general welfare of the citizens of Colusa from excessive and unreasonable noises from any and all sources in the community. It is the intention of the City Council to control the adverse effect of such noise sources on the citizens by prescribing standards prohibiting detrimental levels of noise and providing remedies for violation of such standards. The remedies provided herein are cumulative and are not intended to replace any otherwise available civil or criminal remedy. In addition, the provisions of this chapter shall not substitute for any noise analysis required to be conducted as a part of the City's environmental review process for discretionary permit approvals, nor shall the provisions of this chapter prohibit the City from adopting additional noise control requirements for discretionary permit approvals, should such requirements be found necessary to protect the health and welfare of the citizens of the Colusa.

Sec. 11A-2 Prohibition Against Excessive Noise

Notwithstanding any other provision of this chapter, it is unlawful for any person to willfully make, create, maintain or continue, or cause to be made or continued, directly or indirectly any loud, raucous or excessive noise within the City which because of its volume, duration or character causes discomfort to a reasonable person of normal sensitivities. In addition, it is unlawful for any person to make, create, maintain or continue, or cause to be made or continued, directly or indirectly any noise in a manner prohibited by the provisions of this chapter.

The factors which should be considered in determining whether a violation of this section exists include the following:

1. The sound level of the objectionable noise.
2. The sound level of the ambient noise.
3. The proximity of the noise to residential property.
4. The zoning of the area.
5. The population density of the area.
6. The time of day or night.
7. The duration of the noise.
8. Whether the noise is recurrent, intermittent, or constant.
9. Whether the noise is produced by an industrial, commercial or noncommercial activity.

10. Whether the nature of the noise is usual or unusual.

Sec. 11A-3 Construction Noise

No person shall perform construction work or any construction related activity between the hours of 7 p.m. and 7 a.m. on weekdays, or between 7 p.m. and 8 a.m. on Saturdays and Sundays. For the purposes of this chapter, the term “construction” shall mean any site preparation, assembly, erection, substantial repair, alteration, demolition or similar action, for or on any private property, public or private right-of-way, streets, structures, utilities, facilities, or other similar property.

Sec. 11A-4 Refuse Collection

No person shall operate or permit to be operated a refuse compacting, processing or collection vehicle between the hours of 7 p.m. and 7 a.m. in any residential area of the City, unless a permit has been obtained in accordance with this chapter or a franchise has been granted by the City of Colusa and the franchise agreement between the City and franchisee specifically includes the hours that the franchisee may operate a refuse compacting, processing or collection vehicle within the City.

Sec. 11A-5 Exemptions

The following activities are exempt from the provisions of this chapter:

- (a) Emergency Work. The provisions of this chapter shall not apply to the emission of sound for the purpose of alerting persons to the existence of an emergency or in the performance of emergency work, or activities involving the execution of the duties of governmental personnel and others in providing emergency response to the general public, including but not limited to sworn peace officers, emergency personnel, utility personnel, and the operation of emergency response vehicles and equipment. For purposes of this chapter, “emergency work” shall mean any work necessary to protect lives or restore property to a safe condition following an emergency or natural disaster.
- (b) Federal or State Preempted Activities. The provisions of this chapter shall not apply to any other activity the noise level of which is regulated by state or federal law.
- (c) Maintenance to Residential Property. The provisions of this chapter shall not apply to noise sources associated with the maintenance of residential property, provided the activities take place between the hours of 7 a.m. and 8 p.m. on weekdays, or between 8 a.m. and 8 p.m. on Saturdays and Sundays.
- (d) Public Health, Welfare and Safety Activities. The provisions of this Chapter shall not apply to construction, maintenance and repair operations conducted by public agencies, franchisees of the City and/or utility companies or their contractors which are deemed necessary to serve the best interests of the public and to protect the public health, welfare and safety, including but not limited to tree removal, debris and limb removal, street sweeping, removal of downed wires, restoring electrical service, repairing traffic signals, sewer maintenance, repairing of damaged poles, removal of abandoned vehicles, and repairing of water hydrants and mains, gas lines, oil lines, sewers, storm drains, roads, sidewalks.

Sec. 11A-6 Exception— Permits

If an applicant can show to the satisfaction of the City Manager, or his/her designee that compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow an exception from all or a portion of the provisions this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exception. Any permit issued pursuant to this section shall be for as short a duration as possible. Any applicant aggrieved by the decision of the City Manager or his/her designee may appeal the decision in accordance with the procedures provided in chapter 12B of this code.

Sec. 11A-7 Violation

Each day such violation is committed after notification to desist shall constitute a separate offense. A first violation of this chapter during a consecutive twelve (12) month period shall be deemed an infraction punishable by a fine not to exceed one hundred dollars (\$100). A second violation of this chapter during a consecutive twelve (12) month period shall be deemed a misdemeanor punishable, pursuant to California Penal Code Section 415, by a fine not to exceed four hundred dollars (\$400) and/or imprisonment in the county jail for not more than ninety (90) days.

Sec. 11A-8 Public Nuisance

In addition to or in lieu of the criminal remedies provided in section 11A-7 above, violations of this chapter may be declared a public nuisance and abated in the manner provided for in chapter 12B of this code.

Section 2. Severability. The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and/or posted as required by law.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Colusa, California held on September 1, 2009 and was passed and adopted at a regular meeting of the City Council held on September 15, 2009 by the following vote:

AYES: MacKaben, Hosmer, Critchfield, Reische, Kelleher


NOES:

ABSENT:

ABSTAIN:


Robert J. MacKaben, Mayor

ATTEST:


Cathy Higgins, Deputy City Clerk

1230818v1.