



## CITY COUNCIL MEETING

Tuesday, June 21, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### AGENDA

Public comments can be emailed to: [cityclerk@cityofcolusa.com](mailto:cityclerk@cityofcolusa.com), or dropped off at City Hall by 3:00 pm June 21, 2022. Council Chambers are open to the public.

**Members of the public can view the regular meeting live through Zoom:**

<https://us06web.zoom.us/j/86465138081>

**Or, join from a phone:** (346) 248-7799, (720) 707-2699, (646) 558-8656

Webinar ID: 864 6513 8081

Mayor – Thomas Reische

Mayor Pro Tem – Daniel Vaca

Council Member – Denise Conrado

Council Member – Greg Ponciano

Council Member – Joshua Hill

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

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

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

1. **Approve** - May 17th Council Draft Minutes
2. **Receive and File** - Police Department May Report
3. **Receive and File** - Finance Department May Report
4. **Receive and File** - Treasurer's March Report
5. **Receive and File** - May Warrants List

6. **Adopt** - Resolution approving an application for funding and the execution of a Grant Agreement and any amendments thereto from the 2021-2022 Funding Year of the State CDBG
7. **Adopt** - Resolution calling and giving notice of a General Municipal Election on November 8th for the election of two (2) City Councilmembers and requesting the Board of Supervisors to consolidate the General Municipal Election with the statewide general election on the same date.
8. **Adopt** - Resolutions to initiate proceedings for FY 2018-19 and intent to levy and collect Assessment Districts for Fiscal Year 2022-2023 for Parks, Trees and Pool Improvement District, Colusa Meadows West, Hoblit Public Facilities Assessment Districts, Walnut Ranch Subdivision Public Facilities District and CFD 2-2020 Assessment District
9. **Adopt** - Resolution adopting a list of projects funded by SB1: The Road Repair and Accountability Act
10. **Adopt** - Resolution adopting the amendment to vacation accrual and vacation sell-back plan and bilingual pay as stated in the side letter.
11. **Adopt** - Resolution ordering the summary vacation and abandonment of a right-of-way for purposes of a Public Sanitary Sewer Easement crossing a property at 1717 Highway 20, known as APN 002-120-029
12. **Adopt** - Resolution approving Fiscal Year 2022-23 Comprehensive Fee Schedule changes and additions.

## **COUNCIL MEMBER AND CITY MANAGER REPORTS**

### **PUBLIC HEARING**

13. Public Hearing for the application of the California Department of Housing and Community Development's 2022 Community Development Block Grant (CDBG)

**Recommendation:** Open the Public Hearing and; obtain community and council feedback and support the projects identified for pursuit under the 2022 CDBG grant opportunity: 1) A planning grant to get a new City of Colusa Police Station shovel ready and 2) establish a grant program that would enable the businesses to improve and remodel the facades of their business in the commercial corridors of the city.

### **COUNCIL CONSIDERATION**

14. Consideration of a Resolution to approve the service contract for building inspection and plan checking

**Recommendation:** Council to adopt the Resolution approving the Consulting Services Agreement between the City and Wyatt Paxton Consulting for building and plan inspections

15. Consideration of a Resolution in support of a partnership with the Colusa Arts Council to apply for the Levitt AMP Grant

**Recommendation:** Council to adopt the Resolution to partner with the Colusa Arts Council to apply for the Levitt AMP Grant.

16. Consideration of Commission appointments and requirement to reside within the City Limits

**Recommendation:** Council to see if they want to change the requirement that all appointed commission members reside within the City limits.

17. Consideration of updating the City of Colusa Public Works standards

**Recommendation:** Council to adopt the Resolution updating the City of Colusa Public works standards.

20. Consideration of Planning Commission Appointment

**Recommendation:** Council to appoint Vicky Willoh to fill the Planning Commission vacancy.

21. Consideration to initiate proceedings to place Transactions and Use Tax ("Local Sales Tax") on the November 8, 2022 Ballot and to adopt a Tax Ordinance

**Recommendations:**

(i). Council to adopt the Resolution of the City Council of the City of Colusa submitting a Transactions and Use Tax Measure to the voters at the November 8, 2022 General Municipal Election and taking certain related actions.

(ii). Council to introduce and waive First Reading of Ordinance \_\_\_\_ An Ordinance of the City of Colusa California amending Article VIII of Chapter 8 of the Municipal Code to impose a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration

**DISCUSSION ITEMS**

22. Update on Recreation and Events

23. Council/Staff and City Manager Reports

24. Update on Business Licenses

25. Grants Dashboard

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**



SHELLY KITTLE, CITY CLERK

**Notice of Meetings and Agendas**

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

**Americans with Disabilities Act**

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

“This institution is an equal opportunity employer and provider”





## CITY COUNCIL MEETING

Tuesday, May 17, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### MINUTES

**ROLL CALL** – Mayor Reische called the meeting to order at 6:00 pm

#### PRESENT

Council Member Ponciano

Council Member Vaca

Council Member Conrado

Mayor Reische

ABSENT - excused by the Mayor: Council Member Hill

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

City Manager Cain requested Items 11, 12 and 13 be brought back to a future meeting. There was council consensus of agenda approval.

**PUBLIC COMMENTS** - None

**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 May 3rd Draft Minutes
2. **Receive and File** - Police Department April Report
3. **Receive and File** - Finance Department April Report
4. **Receive and File** - Treasurer's February Report
5. **Receive and File** - Warrant List for April
6. **Appoint** - Suzanne Gallaty as Tenant Commissioner pursuant to the Bylaws and the Agreement Creating the Regional Housing Authority.
7. **Adopt** - Revised Resolution for CDBG CV-1 grant to the required format.

8. **Adopt** - Resolution approving the Use Agreement Between City of Colusa and County Office of Education for Storage of Records in Room 15 and 16 at City Hall.
9. **Adopt** - Resolution rejecting all bids and authorizing staff to notify the bidders for the Water Park Splash Pad.
10. **Adopt** - Resolution accepting the City Project Number 2020-001 for construction of the 2020 Wastewater Improvements Project and authorize the City Manager to make final payment and release the 5% retention to R & R Horn, Inc. will change the contract amount to \$1,907,518.48 from \$1,904,702.94.

ACTION: Council Member Ponciano requested Item 9 be pulled for discussion. Mayor Reische recused himself from Item 5 - Warrants List due to his financial interest as President with George L. Messick. Motion by Council Member Conrado, seconded by Council Member Vaca to approve Items 1-8 and Item 10. Motion passed unanimously.

Item 9: City Manager Cain clarified the bids were rejected on the installation, not the equipment. Motion by Council Member Ponciano, seconded by Council Member Conrado to approve Item 9. Motion passed unanimously.

### **COUNCIL MEMBER AND CITY MANAGER REPORTS**

Council Members Ponciano and Vaca didn't have anything to report.

Council Member Conrado provided updates on the meeting she attended.

Mayor Reische provided updates on meetings he attended.

City Manager Cain provided updates on meetings he attended.

### **PUBLIC HEARINGS ITEMS 11, 12 and 13 - PULLED**

11. **Subject:** Public Hearing for a proposed Ordinance approving a development agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2876 Niagara Avenue.
12. **Subject:** Public Hearing for a proposed Ordinance approving a development agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2881 Niagara Avenue.
13. **Subject:** Public Hearing for a proposed Ordinance approving a development agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2949 Niagara Avenue.

### **COUNCIL CONSIDERATION**

14. Council to adopt the Resolution approving the 2022 Drought Response Plan

City Manager Cain distributed the Drought Response Plan. He explained the city would be at stage 2 which is voluntary. There will be educational materials sent out to citizens on water conservation.

ACTION: Motion by Conrado, seconded by Mayor Reische to adopt the **Resolution 22-21** approving the 2022 Drought Response Plan and move to stage 2, effective June 1, 2022. Motion passed unanimously.

15. **Subject:** Ordinance to amend the City of Colusa City Code, including Appendix A (Zoning), to update cannabis regulations within the City

**Recommendation:** Conduct second reading of the amended draft Ordinance: An Ordinance of the City Council of the City of Colusa, California Amending Article 4, Article 21.5, and Article 33 of the City Zoning Code and repealing Section 32.11 of Article 32 of the City Zoning Code regarding Cannabis Business Uses and Regulatory Permits.

[This amended draft Ordinance reflects City Council's direction (following their May 3, 2022 Public Hearing) to allow cannabis dispensaries within the C-G General Commercial District in addition to the M-1 Light Industrial District.]

City Manager Cain explained the change that was made from the last meeting. Cain explained a lot of work would still have to be done, including Section 12f. City Attorney Jones explained the inconsistencies with State Law and the current Ordinance.

PUBLIC COMMENTS: Nancy Newlin asked about M-1 and General Commercial areas and the recommendation from the Planning Commission.

John Rogers recommended council slow down and conduct an audit.

Brad, one of the owners of Green Leaf commented that the cannabis industry has slowed down.

Susan Meeker, Pioneer Review commented that Pirelli was not included in the motion from the last meeting and recommended council read back Ordinances and Resolutions in the future.

Francis Austin asked if an audit was forthcoming.

Julia Riggins requested public comments be read during the meeting. She cited Fair Political Practice Commission (FPPC) guidelines and stated Mayor Reische should recuse himself if he had any interest in the Colusa cannabis industry. City Attorney Jones explained FPPC's formal opinion process for final authority.

John Martin, Planning Commissioner confirmed the Planning Commission's recommendation to Council.

Council Members each provided their statements.

Joe Tauscher stated CIP doesn't own all the businesses, there were other individual businesses there.

ACTION: Motion by Mayor Reische, seconded by Council Member Conrado to adopt **Ordinance 551** - An Ordinance of the City Council of the City of Colusa, California amending Article 4, Article 21.5, and Article 33 of the City Zoning Code and repealing Section 32.11 of Article 32 of the City Zoning Code regarding Cannabis Business Uses and Regulatory Permits. Motion passed by the following roll-call vote:

AYES: Vaca, Conrado and Reische.

NOES: Ponciano

ABSENT: Hill.

ABSTAIN: None.

### **DISCUSSION ITEMS**

#### 16. County Fee Request from District 2 Supervisor Kalfsbeek Smith

Supervisors Kalfsbeek-Smith and Corona, who serve on the Ambulance Ad Hoc Committee provided information on emergency medical transport funding. The proposal consisted of the County contributing 50% and the City of Williams and Colusa, each 25% for four years for an Advanced Life Support unit.

#### 17. Council to create an Ad Hoc Committee on Homelessness.

Council Members Ponciano and Vaca volunteered to serve on the Ad Hoc Committee.

#### 18. Council to discuss if Staff Reports should be reinstated on the agendas.

Council Member Ponciano asked for staff reports to be back on the agenda. Mayor Reische stated item will be brought back at the next meeting when all council members were present.

#### 19. Consideration of projects for the application of the 2022 Community Development Block Grant (CDBG)

Grant Writer Veratta discussed CDBG opportunities that would fit for an application this year.

ACTION: The consensus of council were: Plan for a future Police Department/Public Works Facility. And, restoration/capital improvement projects to open and beautify shuttered businesses or blight areas in the city.

### **FUTURE AGENDA ITEMS**

Further discussion on the Ambulance issue.

Discussion on staff reports.

Update on City Business Licenses

Audits on cannabis companies.

Discussion on current Development Agreements with the cannabis companies.

**ADJOURNED** at 7:22 pm

---

THOMAS REISCHE, MAYOR

---

Shelly Kittle, City Clerk

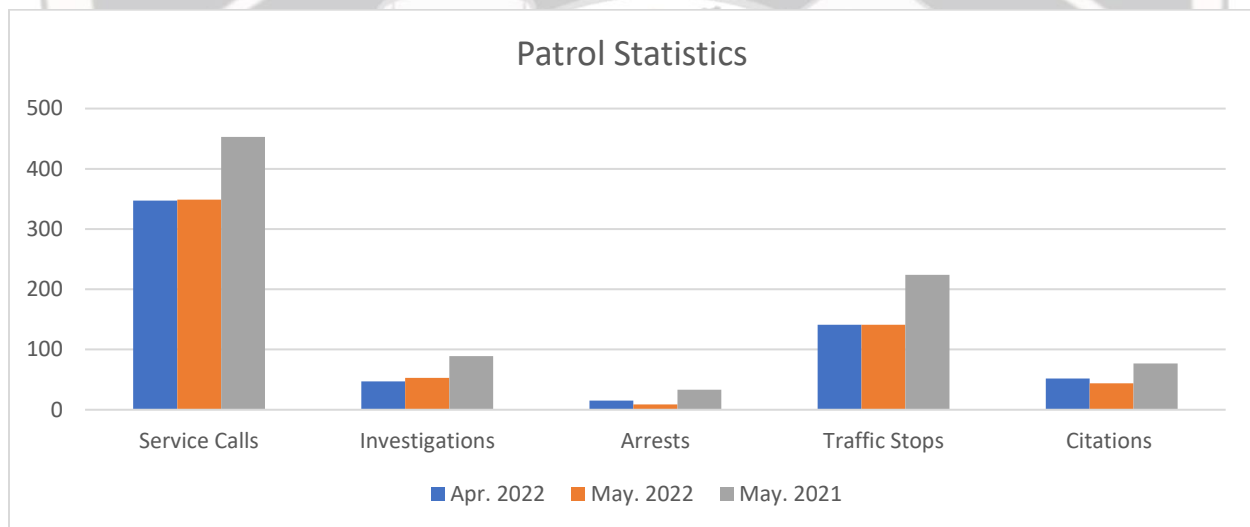
# Colusa Police Department

## *Monthly Report for May 2022*

### Monthly Activities

- City Council Meetings
- Concealed Weapons Permits interviews and application processing
- Participated with the Colusa High School Senior Project presentations
- Attended DARE graduation at Egling Middle School

### Monthly Statistics



- There were 349 calls for service for patrol officers with 33 agency assists. This is a slight increase from April which was 347. The call volume continues to be lower than 2021. In May 2021, there were 453 calls for service. This is approximately a 20% decline from the prior year.
- During May 2022, there were 10 in-custody arrests. There were 8 citations issued in lieu of subjects being booked in jail. A vast majority of those citations issued were drug related offenses and suspended driver's licenses. There was 1 domestic violence related arrest made in May. There was 3 DUI related arrest made. There were 54 reports initiated with 47 being investigations.
- During the month of May, officers initiated 141 traffic enforcement stops. There were 44 citations issued for various vehicle violations. There was 1 reportable traffic collision with injuries.
- The Police Services Manager handled 64 calls for service during the month of May. These calls for service don't include telephone calls fielded by the Police Services Manager. Additionally, she continues to handle a significant number of CCW applications. DOJ clearances for CCW



applicants continues to experience delays. *Note: The Police Services Technician's calls for service are separate from patrol officers' calls for service.*

## Items of Interest

- The Colusa Police Department and Colusa County District Attorney's Office continue to investigate the murder of Giovanni Alcaraz. 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. 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. An arrest warrant has been issued for Suarez who is pictured below. If anyone has any information related to the location of Suarez and/or the murder of Giovanni Alcaraz, please contact the Colusa Police Department.



- During the month of April, patrol staff transitioned from 10 hour shifts to 12 hour shifts. The change in shift length is a result of staffing shortages. We are continuing to accept applications for police officer.
- Beginning in January 2022, law enforcement throughout Colusa County is required by the California Department of Justice to compile 'stop data'. The data collected is pursuant to Assembly Bill 953, commonly referred to as Racial and Identity Profiling Act (RIPA). Any time an individual is detained and/or searched, an officer must make an entry into data collection application being utilized. The data includes the age, ethnicity, gender identification, location, and reason for contact. Additional information such as if the individual is homeless and gender identity related information is also documented. The names of the individuals contacted nor their addresses noted in this data. The most frequent law enforcement contact that this data would be collected is during traffic enforcement stop. Traffic enforcement stop are generally considered self-initiated activity for law enforcement officers. These stops are not included in the 'Calls for Service' statistics. Some agencies choose to include this type of activity with their service call statistics however the Colusa Police Department doesn't to maintain accurate tracking of call volume.

The Colusa Police Department has partnered with the company RIPALog to assist with compiling, processing, and submitting the data to California DOJ. Officers have been utilizing an application on their department issued cell phone to enter this data. While it takes an officer approximately 1 to 2 minutes to enter data into the cell phone application, the processing and review of this data is somewhat time consuming for the supervisors and adds an additional 1 to 2 hours of work.







***City of Colusa***  
***Finance Department***  
***Monthly Staff Report – May 2022***

**CDBG-HOME**

- Loan monitoring and correspondence.
- HOME 2018 NOFA Award general conditions setup cont'd.
- Devonshire apartments monitoring cont'd
- Home Loan compliance and reporting requirements

**Accounts Payable**

- Review Income and Expense statement May2022
- May 2022 Warrant Listing.
- 149 accounts payable checks processed.
- Staff training on AP functions cont'd

**Payroll**

- Prepare May salary allocation transfers.
- April regular payroll.
- Implement (1) regular salary step increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

**Accounts Receivable**

- Provide continued utility billing customer support.
- 2,183 utility bills mailed.
- (1) bad checks processed.
- 1,587 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
- Updated Backflow record
- 1 3 Building Permits
- 49 Credit card Payments

**City Hall - Customer Services**

- 486 customers walk-ins.
- 173 utility late notices.

- 236 Water/Sewer shut off for non-payment.
- 15 open utility accounts & adjustments.
- 11 closed utility accounts.
- 482 received phone calls.
- 9Events/marque and banner applications processed.
- Send the business license Renewals.
- State Park Reservation & Revenue
- 44 public works service requests
- Issued 13 Building Permits
- 6 Encroach Permits

### **General Ledger**

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

### **Personnel - HR**

- Sick and vacation leave accrual monthly report update.
- May 2022 MidAmerica retiree health insurance distribution.
- Workers Compensation claims cont. d.
- Begin migration of MOUs into Employee Handbook continued.
- Employee termination.
- Assistance with employee retirement
- Assist with the disability application
- Review NCCSIF monthly Workers Compensation & Liability Reports.
- Provide retirement information to Police Admin. Office Manager.
- Employee Income Verification (3).

### **Recreation Department**

- Monthly Calendar – Colusa Outlook.
- Assist with new recreation programs cont'd
- Processed recreation programs request
- Updated the information in Rec Desk
- Posted the payment receive in person and through the Rec. Desk

**Other**

- Various Grants reimbursement reports and follow up
- Sewer Arrearage grant and credited the customers
- Applied for Sewer Arrearage program
- Work with Corbin Willits on On-Line Bill Pay scheduled for end of April cont'd.
- Begin July 2021 OPEB Valuation due June 30<sup>th</sup>, 2022. CERBT data extract report cont'd..
- NCCSIF vehicle-renewal policy and certification.
- Sunrise Landing Developer Payment reconciliation and request.
- NCCSIF inquiry about Pool contract with Swim Team and insurance requirements.
- Input in MOMs
- Budget Analysis
- Attend HDL meetings
- Participated in ARPA funding requirements
- Work in progress with all city assessment districts, public notices, and staff reports
- Grant Reimbursement request cont'd
- Numerous public record requests cont'd
- Donation received \$5,000 from Hickel & Hickel Rec activities
- Donation received \$5,000 Francis & Stacy Hickel Farming for events
- Donation received \$1,500 from the Colusa Indian Community Council for concert in the Park
- Prep work on Fiscal Year 22/23 budget



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

May 19, 2022

ITEM FOR JUNE 7, 2022

To: Colusa City Council Members

Re: Treasurer's Report for month ending March 2022

Please find the attached financial reports for your review. Based on the information provided to me, this report represents a true and accurate financial record as of March 31, 2022. I have included a summary below:

Bank Balance as of March 31, 2022	\$ 4,652,024.19
Outstanding payables	(8,208.68)
LAIF Balance as of March 31, 2022	10,659,899.65
Petty Cash	500.00
Total Balance as of March 31, 2022	<u>\$15,304,215.16</u>

Respectfully submitted,

Devin Kelley, City Treasurer

**CITY OF COLUSA, CALIFORNIA  
BANK RECONCILIATION  
FOR THE MONTH March 2022**

***Bank Records:***

Wells Fargo Bank Balance - March 31, 2022	\$ 4,652,024.19
Wells Fargo Escrow Account Balance - March 31, 2022	-

ADD / SUBTRACT:

Outstanding Accounts Payable	(6,968.27)
Outstanding Payroll Payable	(1,240.41)

Reconciling Items:	-
--------------------	---

---

Reconciled Checking Balance - Wells Fargo Bank - March 31, 2022	4,643,815.51
---	--------------

LAIF Balance - March 31, 2022	10,659,899.65
Petty Cash Balance - March 31, 2022	500.00

---

<b>Total Reconciled Bank Balances - March 31, 2022</b>	<b><u><u>\$ 15,304,215.16</u></u></b>
--	---------------------------------------

***City Records (Post Journal Entries):***

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 4,647,893.06
10995 - LAIF	10,659,899.65
10100 - Petty Cash	500.00

---

Total Checking and LAIF	\$ 15,308,292.71
-------------------------	------------------

ADD / SUBTRACT:

Credit Card Deposits in MOMS - Not In Bank	(4,077.55)
Bank Card Deposits in MOMS - Not In Bank	
Return check reversed	
Return check reversed	
Adjustment for PERS	
<b>Total Reconciled Book Balance - March 31, 2022</b>	<b><u><u>\$ 15,304,215.16</u></u></b>

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

Check Number	Check Date	Check Amount	Vendor:	Invoice Number	Fund:	Account	Dept.:	Description				
60445	5/2/2022	1058.83	AFLAC	159526	101	22340		P/R Liab - Long Term Disa				
<b>60445 Total</b>		1058.83										
60446	5/2/2022	58.02	AIRGAS USA, LLC	912456190	101	52150	320	OXYGEN / FIRE				
60446	5/2/2022	51.28	AIRGAS USA, LLC	912504351	101	52150	320	OXYGEN / FIRE				
<b>60446 Total</b>		109.3										
60447	5/2/2022	705.99	AMERIGAS	313542039	430	52600	690	PROPANE / SEWER				
<b>60447 Total</b>		705.99										
60448	5/3/2022	100	LAIN ASHER	5/3/2022	410	51200	670	BOOT REIMBURSEMENT - WATER				
60448	5/3/2022	100	LAIN ASHER	5/3/2022	430	51200	690	BOOT REIMBURSEMENT - SEWER				
<b>60448 Total</b>		200										
60449	5/2/2022	364	JOHN BURGER HEATING AND A	60368	430	52700	690	QUARTERLY MAINTENANCE / SEWER				
60449	5/2/2022	160	JOHN BURGER HEATING AND A	60689	101	52700	630	BUILDING MAINTENANCE / STREETS				
<b>60449 Total</b>		524										
60450	5/2/2022	101.5	TIM BYBEE	5/2/2022	430	53800	690	REIMBURSEMENT FOR DMV PHYSICAL / SEWER				
60450	5/2/2022	85	TIM BYBEE	5/3/2022	430	51300	690	REIMBURSEMENT FOR TRAINING CLASS / SEWER				
<b>60450 Total</b>		186.5										
60451	5/2/2022	142.2	CALIFORNIA BLDG STANDARDS	5/2/2022	101	52400	310	BUILDING STANDARDS FEE JAN-MAR 2022/BLDG INSPECTOR				
<b>60451 Total</b>		142.2										
60452	5/2/2022	35.22	CINTAS	117193539	101	51200	630	LINEN MAINTENANCE / STREETS				
60452	5/2/2022	35.22	CINTAS	117193539	101	51200	650	LINEN MAINTENANCE / PARKS				
60452	5/2/2022	56.04	CINTAS	117193654	410	51200	670	LINEN MAINTENANCE / WATER				
60452	5/2/2022	56.05	CINTAS	117193654	430	51200	690	LINEN MAINTENANCE / SEWER				
60452	5/2/2022	35.22	CINTAS	117890089	101	51200	630	LINEN MAINTENANCE- STREETS				
60452	5/2/2022	35.22	CINTAS	117890089	101	51200	650	LINEN MAINTENANCE-PARKS				
60452	5/2/2022	56.04	CINTAS	117890100	410	51200	670	LINEN MAINTENANCE - W/S				
60452	5/2/2022	56.05	CINTAS	117890100	430	51200	690	LINEN MAINTENANCE - W/S				
<b>60452 Total</b>		365.06										
60453	5/2/2022	360	CITY OF YUBA CITY	LAB3797	430	52520	690	TESTING- #28228,28226,28225,28245,28243,28251				
60453	5/2/2022	300	CITY OF YUBA CITY	LAB3835	430	52520	690	TESTING- 28279,28287, 28290,28285 28296				
<b>60453 Total</b>		660										
60454	5/2/2022	285	COLUSA INDIAN HEALTH CLIN	5/2/2022	101	53800	630	MEDICAL EXPENSES / STREETS				
60454	5/2/2022	115	COLUSA INDIAN HEALTH CLIN	5/2/2022	101	53800	215	MEDICAL EXPENSES / ECON. DEV.				
<b>60454 Total</b>		400										
60455	5/2/2022	340	COLUSA PROFESSIONAL	5/2/2022	101	22400		P/R Liab - Firemen Assoc				
<b>60455 Total</b>		340										
60456	5/2/2022	100	COLUSA CO. FIRE CHIEFS AS	22-003	101	52850	320	ANNUAL DUES 2022-2023 / FIRE				
<b>60456 Total</b>		100										
60457	5/2/2022	49.22	DERODA INC.	61128	214	52720	710	OIL FILTER / POLICE				
60457	5/2/2022	58.07	DERODA INC.	61221	214	52720	710	AIR FILTER / POLICE				
60457	5/2/2022	110.86	DERODA INC.	61657	310	52700	650	BUILDING MAINTENANCE / STATE PARK				
60457	5/2/2022	49.94	DERODA INC.	61818	101	52720	630	EQUIPMENT MAINTENANCE / STREETS				
60457	5/2/2022	83.95	DERODA INC.	61832	101	52720	630	EQUIPMENT MAINTENANCE / STREETS				
60457	5/2/2022	63.27	DERODA INC.	61833	101	52720	630	EQUIPMENT MAINTENANCE / STREETS				

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60457	5/2/2022	73.63	DERODA INC.	61841	101	52720	630	EQUIPMENT MAINTENANCE / STREETS			
60457	5/2/2022	58.49	DERODA INC.	61978	101	52720	630	EQUIPMENT MAINTENANCE / STREETS			
60457	5/2/2022	21.39	DERODA INC.	62024	101	52720	630	EQUIPMENT MAINTENANCE / STREETS			
60457	5/2/2022	79.78	DERODA INC.	62137	101	52720	630	EQUIPMENT MAINTENANCE / STREETS			
<b>60457 Total</b>		648.6									
60458	5/2/2022	325	COMPUTER LOGISTICS	83306	214	52500	710	MONTHLY CLOUD SERVICES / POLICE			
<b>60458 Total</b>		325									
60459	5/2/2022	164.25	LOGAN CONLEY	5/2/2022	101	51300	320	REISSUE OF CHECK #059442 / FIRE			
<b>60459 Total</b>		164.25									
60460	5/2/2022	290.72	CORBIN WILLITS SYSTEMS IN	C204151	101	53300	230	ENHANCEMENT AND SERVICES FEES			
60460	5/2/2022	290.72	CORBIN WILLITS SYSTEMS IN	C204151	410	53300	230	ENHANCEMENT AND SERVICES FEES			
60460	5/2/2022	290.73	CORBIN WILLITS SYSTEMS IN	C204151	430	53300	230	ENHANCEMENT AND SERVICES FEES			
<b>60460 Total</b>		872.17									
60461	5/2/2022	513.5	COLUSA POLICE ASSOCIATION	5/2/2022	101	22410		P/R Liab - Police Assoc D			
<b>60461 Total</b>		513.5									
60462	5/3/2022	3359.16	DAVIES OIL COMPANY, INC.	68207	101	52270	710	Fuel			
60462	5/3/2022	799.57	DAVIES OIL COMPANY, INC.	68207	101	52270	320	Fuel			
60462	5/3/2022	166.63	DAVIES OIL COMPANY, INC.	68207	101	52270	650	Fuel			
60462	5/3/2022	974.69	DAVIES OIL COMPANY, INC.	68207	101	52270	630	Fuel			
60462	5/3/2022	681.29	DAVIES OIL COMPANY, INC.	68207	410	52270	670	Fuel			
60462	5/3/2022	1207.38	DAVIES OIL COMPANY, INC.	68207	430	52270	690	Fuel			
60462	5/3/2022	2495.77	DAVIES OIL COMPANY, INC.	384811	101	52270	630	Fuel			
<b>60462 Total</b>		9684.49									
60463	5/2/2022	363.67	DEPT. OF CONSERVATION	5/2/2022	101	52400	310	SEISMIC HAZARD MAPPING FEE JAN-MAR 2022			
<b>60463 Total</b>		363.67									
60464	5/2/2022	14.8	DIVISION OF THE STATE ARC	5/2/2022	101	52800	230	DISABILITY ACCESS & EDUCATION FEE 1/2022-3/2022			
<b>60464 Total</b>		14.8									
60465	5/2/2022	55	FRUIT GROWERS LABORATORY	271787A	430	52520	690	TESTING / SEWER			
60465	5/3/2022	55	FRUIT GROWERS LABORATORY	271852A	430	52520	690	TESTING / SEWER			
60465	5/2/2022	55	FRUIT GROWERS LABORATORY	271906A	430	52520	690	TESTING / SEWER			
60465	5/2/2022	1480	FRUIT GROWERS LABORATORY	271907A	430	52520	690	TESTING / SEWER			
60465	5/3/2022	1184	FRUIT GROWERS LABORATORY	271909A	430	52520	690	TESTING / SEWER			
60465	5/2/2022	55	FRUIT GROWERS LABORATORY	272052A	430	52520	690	TESTING / SEWER			
60465	5/3/2022	41	FRUIT GROWERS LABORATORY	272074A	430	52520	690	TESTING / SEWER			
60465	5/2/2022	30	FRUIT GROWERS LABORATORY	272156A	410	52520	670	TESTING / WATER			
60465	5/2/2022	55	FRUIT GROWERS LABORATORY	272190A	430	52520	690	TESTING / SEWER			
60465	5/2/2022	55	FRUIT GROWERS LABORATORY	272205A	430	52520	690	TESTING / SEWER			
60465	5/2/2022	55	FRUIT GROWERS LABORATORY	272335A	430	52520	690	TESTING / SEWER			
60465	5/2/2022	30	FRUIT GROWERS LABORATORY	272336A	410	52520	670	TESTING / WATER			
60465	5/2/2022	55	FRUIT GROWERS LABORATORY	272483A	430	52520	690	TESTING / SEWER			
<b>60465 Total</b>		3205									
60466	5/2/2022	157.34	FRONTIER	5/2/2022	101	53200	230	Communications			
60466	5/2/2022	91.79	FRONTIER	5/2/2022	101	53200	220	Communications			
60466	5/2/2022	91.89	FRONTIER	5/2/2022	101	53200	610	Communications			

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60466	5/2/2022	52	FRONTIER	5/2/2022	101	53200	230	Communications					
60466	5/2/2022	52	FRONTIER	5/2/2022	101	53200	220	Communications					
60466	5/2/2022	52	FRONTIER	5/2/2022	101	53200	650	Communications					
60466	5/2/2022	52	FRONTIER	5/2/2022	410	53200	670	Communications					
60466	5/2/2022	52	FRONTIER	5/2/2022	430	53200	690	Communications					
60466	5/2/2022	52	FRONTIER	5/2/2022	101	53200	310	Communications					
60466	5/2/2022	51.96	FRONTIER	5/2/2022	101	53200	640	Communications					
60466	5/2/2022	597.1	FRONTIER	5/2/2022	101	53200	710	Communications					
60466	5/2/2022	217.32	FRONTIER	5/2/2022	101	53200	320	Communications					
60466	5/2/2022	152.85	FRONTIER	5/2/2022	101	53200	630	Communications					
60466	5/2/2022	152.85	FRONTIER	5/2/2022	101	53200	650	Communications					
60466	5/2/2022	176.26	FRONTIER	5/2/2022	410	53200	670	Communications					
60466	5/2/2022	405.66	FRONTIER	5/2/2022	430	53200	690	Communications					
<b>60466 Total</b>		2407.02											
60467	5/2/2022	476.85	THE HARTFORD	239692974	997	22310		LIFE INSURANCE PREMIUM					
<b>60467 Total</b>		476.85											
60468	5/2/2022	1546.69	HdL Coren & Cone	SIN016372	101	52500	230	CONTRACT SERVICES PROPERTY TAX APRIL-JUNE 2022					
<b>60468 Total</b>		1546.69											
60469	5/2/2022	66.48	HOBLIT CHEVROLET BUICK GM	12226	214	52720	710	EQUIPMENT MAINTENANCE / POLICE					
<b>60469 Total</b>		66.48											
60470	5/3/2022	8.26	JOHN DEERE FINANCIAL	2638810	310	59200	650	MOWER LEASE					
60470	5/3/2022	135.23	JOHN DEERE FINANCIAL	2638810	310	59100	650	MOWER LEASE					
60470	5/3/2022	37.15	JOHN DEERE FINANCIAL	2638810	253	59200	650	MOWER LEASE					
60470	5/3/2022	608.55	JOHN DEERE FINANCIAL	2638810	253	59100	650	MOWER LEASE					
60470	5/3/2022	37.15	JOHN DEERE FINANCIAL	2638810	101	59200	650	MOWER LEASE					
60470	5/3/2022	608.56	JOHN DEERE FINANCIAL	2638810	101	59100	650	MOWER LEASE					
<b>60470 Total</b>		1434.9											
60471	5/2/2022	396.87	K & L SUPPLY, INC.	44905	410	52110	670	SUPPLIES / WATER					
60471	5/2/2022	4183.26	K & L SUPPLY, INC.	44905	430	52260	690	CHEMICALS / SEWER					
60471	5/2/2022	1056.49	K & L SUPPLY, INC.	44905	430	52110	690	SUPPLIES / SEWER					
<b>60471 Total</b>		5636.62											
60472	5/3/2022	29	LES SCHWAB TIRE CENTER	621003149	101	52720	630	FLAT TIRE REPAIR / STREETS					
<b>60472 Total</b>		29											
60473	5/3/2022	2931.79	LINCOLN AQUATICS	SNO79818	253	52250	640	CHLORINE / REC					
<b>60473 Total</b>		2931.79											
60474	5/2/2022	25.63	GEORGE L. MESSICK CO.	556930/1	101	52110	630	SUPPLIES / STREETS					
60474	5/2/2022	4.23	GEORGE L. MESSICK CO.	556969/1	101	52720	650	EQUIPMENT MAINTENANCE / PARKS					
60474	5/2/2022	12.85	GEORGE L. MESSICK CO.	556990/1	101	52700	320	BUILDING MAINTENANCE / FIRE					
60474	5/2/2022	273.41	GEORGE L. MESSICK CO.	557031/1	101	52110	650	SUPPLIES / PARKS					
60474	5/2/2022	48.25	GEORGE L. MESSICK CO.	557035/1	310	52700	650	BUILDING MAINTENANCE / PARKS					
60474	5/2/2022	38.6	GEORGE L. MESSICK CO.	557077/1	253	52250	640	CHLORINE / REC					
60474	5/2/2022	51.42	GEORGE L. MESSICK CO.	557106/1	101	52270	320	TRUFUEL / FIRE					
60474	5/2/2022	77.2	GEORGE L. MESSICK CO.	557487/1	253	52250	640	CHLORINE / REC					
60474	5/2/2022	17.14	GEORGE L. MESSICK CO.	557488/1	101	52700	320	BUILDING MAINTENANCE / FIRE					



## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60474	5/3/2022	8.57	GEORGE L. MESSICK CO.	557547/1	253	52720	640	EQUIPMENT MAINTENANCE / REC			
60474	5/2/2022	18.2	GEORGE L. MESSICK CO.	557649/1	253	52110	640	SUPPLIES / REC			
60474	5/2/2022	38.6	GEORGE L. MESSICK CO.	557698/1	253	52250	640	CHLORINE / REC			
60474	5/2/2022	16.28	GEORGE L. MESSICK CO.	557764/1	101	52720	630	EQUIPMENT MAINTENANCE / STREETS			
60474	5/2/2022	5.34	GEORGE L. MESSICK CO.	K57594/1	253	52110	640	SUPPLIES / REC			
60474	5/2/2022	2.12	GEORGE L. MESSICK CO.	K57618/1	310	52720	650	EQUIPMENT MAINTENANCE / STATE PARK			
<b>60474 Total</b>		637.84									
60475	5/2/2022	515.19	MES VISION	221002530	997	22330		VISION INSURANCE PREMIUMS (MAY 2022)			
<b>60475 Total</b>		515.19									
60476	5/3/2022	2150	MetLife Investors	5/3/2022	101	22510		P/R Liab - Deferred Comp			
<b>60476 Total</b>		2150									
60477	5/2/2022	77.86	MT. SHASTA SPRING WATER	482858	101	53800	320	5 GAL SPRING WATER / FIRE			
60477	5/3/2022	35.65	MT. SHASTA SPRING WATER	484766	101	52100	230	5 GAL SPRING WATER / FINANCE			
<b>60477 Total</b>		113.51									
60478	5/2/2022	9334.32	PACE SUPPLY CORP.	87638062	410	52700	670	BUILDING MAINTENANCE / WATER			
<b>60478 Total</b>		9334.32									
60479	5/2/2022	37.62	PAPE MACHINERY	13490374	101	52720	650	EQUIPMENT MAINTENANCE / PARKS			
<b>60479 Total</b>		37.62									
60480	5/3/2022	3061.3	PACIFIC GAS AND ELECTRIC	5/3/2022	101	52600	610	Utilities			
60480	5/3/2022	1029.38	PACIFIC GAS AND ELECTRIC	5/3/2022	101	52600	710	Utilities			
60480	5/3/2022	1803.09	PACIFIC GAS AND ELECTRIC	5/3/2022	101	52600	320	Utilities			
60480	5/3/2022	612.36	PACIFIC GAS AND ELECTRIC	5/3/2022	101	52600	630	Utilities			
60480	5/3/2022	16.25	PACIFIC GAS AND ELECTRIC	5/3/2022	620	52600	630	Utilities			
60480	5/3/2022	32.49	PACIFIC GAS AND ELECTRIC	5/3/2022	610	52600	630	Utilities			
60480	5/3/2022	7668.5	PACIFIC GAS AND ELECTRIC	5/3/2022	241	52600	630	Utilities			
60480	5/3/2022	356.89	PACIFIC GAS AND ELECTRIC	5/3/2022	101	52600	640	Utilities			
60480	5/3/2022	684.93	PACIFIC GAS AND ELECTRIC	5/3/2022	101	52600	650	Utilities			
60480	5/3/2022	676.2	PACIFIC GAS AND ELECTRIC	5/3/2022	253	52600	640	Utilities			
60480	5/3/2022	11850.64	PACIFIC GAS AND ELECTRIC	5/3/2022	410	52600	670	Utilities			
60480	5/3/2022	28936.07	PACIFIC GAS AND ELECTRIC	5/3/2022	430	52600	690	Utilities			
60480	5/3/2022	560.09	PACIFIC GAS AND ELECTRIC	5/3/2022	310	52600	650	Utilities			
<b>60480 Total</b>		57288.19									
60481	5/2/2022	5329.33	PREMIER ACCESS INSURANCE	5/2/2022	997	22320		DENTAL INSURANCE PREMIUMS (MAY 2022)			
<b>60481 Total</b>		5329.33									
60482	5/2/2022	100	SIERRA CENTRAL CREDIT UNI	5/2/2022	101	22500		P/R Liab - Credit Union			
<b>60482 Total</b>		100									
60483	5/3/2022	110	STATE WATER RESOURCES	PO 65191	430	51300	690	WASTEWATER GRADE II RE-EXAM - SEWER			
<b>60483 Total</b>		110									
60484	5/2/2022	61	STATE DISBURSEMENT UNIT	5/2/2022	101	22520		COURT ORDERED CHILD SUPPORT PAYROLL WITHHOLDING			
<b>60484 Total</b>		61									
60485	5/2/2022	125.71	SUNRUN	PO 65189	101	53800	220	PAID FOR INCORRECT PERMIT (#22-072) REIMBURSEMENT			
<b>60485 Total</b>		125.71									
60486	5/2/2022	25	SUPERIOR TIRE SERVICE	274645	101	52720	630	FLAT REPAIR / STREETS			
<b>60486 Total</b>		25									

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60487	5/2/2022	23791.08	SUTTER BUTTES COMMUNICATI	43726	214	57100	710	MACHINERY AND EQUIPMENT / POLICE			
<b>60487 Total</b>		23791.08									
60488	5/3/2022	5151.22	SYAR INDUSTRIES, INC.	878914	246	57230	630	STREET ASPHALT-BULK / STREETS			
<b>60488 Total</b>		5151.22									
60489	5/2/2022	4301.14	USA BLUEBOOK	949480	410	52720	670	EQUIPMENT MAINTENANCE / WATER			
<b>60489 Total</b>		4301.14									
60490	5/3/2022	501.79	U. S. POST OFFICE	5/3/2022	410	52100	670	BULK POSTAGE FOR UTILITY BILLS/WATER			
60490	5/3/2022	501.8	U. S. POST OFFICE	5/3/2022	430	52100	690	BULK POSTAGE FOR UTILITY BILLS/ SEWER			
<b>60490 Total</b>		1003.59									
60491	5/2/2022	45.8	VERIZON WIRELESS	5/2/2022	310	53200	650	CITY CELL PHONES MAR 17-APR 16, 2022			
60491	5/2/2022	395.6	VERIZON WIRELESS	5/2/2022	101	53200	710	CITY CELL PHONES MAR 17-APR 16, 2022			
60491	5/2/2022	168.2	VERIZON WIRELESS	5/2/2022	430	53200	690	CITY CELL PHONES MAR 17-APR 16, 2022			
60491	5/2/2022	87.28	VERIZON WIRELESS	5/2/2022	410	53200	670	CITY CELL PHONES MAR 17-APR 16, 2022			
60491	5/2/2022	81.6	VERIZON WIRELESS	5/2/2022	101	53200	650	CITY CELL PHONES MAR 17-APR 16, 2022			
60491	5/2/2022	175.07	VERIZON WIRELESS	5/2/2022	101	53200	630	CITY CELL PHONES MAR 17-APR 16, 2022			
60491	5/2/2022	130.29	VERIZON WIRELESS	5/2/2022	101	53200	210	CITY CELL PHONES MAR 17-APR 16, 2022			
<b>60491 Total</b>		1083.84									
60492	5/3/2022	48	COLUSA COUNTY PIONEER REV	2022-0478	430	62680	690	PUBLIC HEARING-WASTE WATER TREATMENT PROJECT/SEWER			
60492	5/3/2022	66	COLUSA COUNTY PIONEER REV	2022-0479	101	53100	220	PUBLIC HEARING-CONDITIONAL USE PERMIT / PLANNING			
<b>60492 Total</b>		114									
60493	5/2/2022	1608	ZUMWALT MUTUAL WATER CO.	1516	101	53750	630	2022 ASSESSMENT, CDMWC ASSESSMENT / STREETS			
<b>60493 Total</b>		1608									
60494	4/27/2022	113.45	FRANK BRICENO	000C20501	410	20310		MQ CUSTOMER REFUND FOR BRI0014			
<b>60494 Total</b>		113.45									
60495	4/27/2022	113.67	NORMAN LARSEN	000C20501	410	20310		MQ CUSTOMER REFUND FOR LAR0008			
<b>60495 Total</b>		113.67									
60496	4/27/2022	362.22	BRANDON OTTENWALTER	000C20501	410	20310		MQ CUSTOMER REFUND FOR OTT0003			
<b>60496 Total</b>		362.22									
60497	5/17/2022	597	ADVANCED GRAPHIX, INC.	209012	214	57100	710	KIT CUSTOM REFLECTIVE / POLICE			
<b>60497 Total</b>		597									
60498	5/17/2022	433.3	ALLIANT NETWORKING SERVIC	13808	101	52500	230	MAINTENANCE AGREEMENT JUNE 2022 / FINANCE			
60498	5/17/2022	433.3	ALLIANT NETWORKING SERVIC	13808	410	52500	670	MAINTENANCE AGREEMENT JUNE 2022 / WATER			
60498	5/17/2022	433.31	ALLIANT NETWORKING SERVIC	13808	430	52500	690	MAINTENANCE AGREEMENT JUNE 2022 / SEWER			
<b>60498 Total</b>		1299.91									
60499	5/17/2022	7536.69	THIRKETTLE CORPORATION	88268	410	57200	670	HANDHELDS / WATER			
60499	5/17/2022	3704.42	THIRKETTLE CORPORATION	88340	410	57200	670	AUTO GUNS / WATER			
<b>60499 Total</b>		11241.11									
60500	5/17/2022	347.09	AT&T	5/17/2022	101	53200	710	CAL NET DOJ APRIL 2022 / POLICE			
<b>60500 Total</b>		347.09									
60501	5/16/2022	200	JEREMY CAIN	5/16/2022	101	22530		SECTION 125 DEPENDENT CARE PLAN APRIL 2022			
<b>60501 Total</b>		200									
60502	5/17/2022	1199.64	CALIFORNIA ENGINEERING CO	11639	507	52500	620	ARCO GAS STATION DEV PLAN / CITY ENGINEER			
60502	5/17/2022	675.86	CALIFORNIA ENGINEERING CO	11640	253	60010	620	CITY WATERPARK SPLASH PAD / CITY ENGINEER			
60502	5/17/2022	605.68	CALIFORNIA ENGINEERING CO	11641	101	52500	620	GENERAL SERVICES			

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60502	5/17/2022	606.75	CALIFORNIA ENGINEERING CO	11641	410	52500	620	GENERAL SERVICES				
60502	5/17/2022	606.75	CALIFORNIA ENGINEERING CO	11641	430	52500	620	GENERAL SERVICES				
60502	5/17/2022	4500	CALIFORNIA ENGINEERING CO	11642	101	52500	620	SUNRISE LANDING PHASE 3 PLAN CHECK / CITY ENGINEER				
60502	5/17/2022	3108.96	CALIFORNIA ENGINEERING CO	11643	101	52500	620	RAISE GRANTS PROJECT / CITY ENGINEER				
<b>60502 Total</b>		11303.64										
60503	5/17/2022	35.22	CINTAS	115164572	101	51200	630	LINEN MAINTENANCE / STREETS				
60503	5/17/2022	35.22	CINTAS	115164572	101	51200	650	LINEN MAINTENANCE / PARKS				
60503	5/17/2022	56.04	CINTAS	118564708	410	51200	670	LINEN MAINTENANCE - WATER				
60503	5/17/2022	56.05	CINTAS	118564708	430	51200	690	LINEN MAINTENANCE - SEWER				
60503	5/17/2022	35.22	CINTAS	118564716	101	51200	630	LINEN MAINTENANCE / STREETS				
60503	5/17/2022	35.22	CINTAS	118564716	101	51200	650	LINEN MAINTENANCE / PARKS				
60503	5/17/2022	35.22	CINTAS	119273245	101	51200	630	LINEN MAINTENANCE / STREETS				
60503	5/17/2022	35.22	CINTAS	119273245	101	51200	650	LINEN MAINTENANCE / PARKS				
60503	5/17/2022	56.04	CINTAS	119273287	410	51200	670	LINEN MAINTENANCE - WATER				
60503	5/17/2022	56.05	CINTAS	119273287	430	51200	690	LINEN MAINTENANCE - SEWER				
<b>60503 Total</b>		435.5										
60504	5/17/2022	240	CITY OF YUBA CITY	LAB3851	430	52520	690	TESTING- INVOICES #28312,28321,28325,28343-SEWER				
<b>60504 Total</b>		240										
60505	5/17/2022	10.86	COLUSA COUNTY AUDITOR	4070	101	53800	650	REIMBURSEMENT ALTERNATIVE SENTENCING APR-2022				
<b>60505 Total</b>		10.86										
60506	5/17/2022	77.45	COLUSANET, INC	147728	310	52600	650	INTERNET ACCESS MONTHLY RATE / STATE PARK				
<b>60506 Total</b>		77.45										
60507	5/17/2022	109.9	DERODA INC.	62218	101	52720	630	EQUIPMENT MAINT. / STREETS				
60507	5/17/2022	131.11	DERODA INC.	62470	214	52720	710	OIL FILTER & SYNTHETIC OIL / POLICE				
60507	5/17/2022	6.1	DERODA INC.	62472	214	52720	710	OIL FILTER / POLICE				
60507	5/17/2022	51.62	DERODA INC.	63158	310	52720	650	EQUIPMENT MAINTENANCE / STATE PARK				
<b>60507 Total</b>		298.73										
60508	5/17/2022	231.92	COMCAST	5/12/2022	101	53200	230	SERVICES FROM MAY 13,2022-JUN 12, 2022 / FINANCE				
60508	5/17/2022	70.62	COMCAST	5/16/2022	101	53200	630	SERVICES FROM MAY 01,2022 TO MAY 30,2022 / STREETS				
60508	5/17/2022	147.94	COMCAST	5/17/2022	101	53200	710	SERVICES FROM APR 21,2022-MAY 20, 2022 / POLICE				
<b>60508 Total</b>		450.48										
60509	5/17/2022	848.54	CONNIE ADAN	PO 65860	101	53800	310	REFUND BUILDING PERMIT #21-205				
<b>60509 Total</b>		848.54										
60510	5/17/2022	30	DAVIES CHEVRON	5/17/2022	214	52720	710	CARWASH (3) / POLICE				
<b>60510 Total</b>		30										
60511	5/17/2022	1033.46	WILBUR-ELLIS COMPANY LLC	14932470	101	52720	630	ROUNDUP POWERMAX / STREETS				
60511	5/17/2022	1033.46	WILBUR-ELLIS COMPANY LLC	14932470	101	52720	650	ROUNDUP POWERMAX / PARKS				
<b>60511 Total</b>		2066.92										
60512	5/17/2022	52	DEPARTMENT OF JUSTICE	PO 64260	101	52430	710	Weapons Permit Police / JEFF CHAMBERS				
<b>60512 Total</b>		52										
60513	5/17/2022	372	DEPARTMENT OF JUSTICE	PO 64259	101	52430	710	INITIAL CCW PERMITS				
60513	5/17/2022	132	DEPARTMENT OF JUSTICE	PO 64259	101	52120	710	EMPLOYMENT FINGER PRINTS				
<b>60513 Total</b>		504										
60514	5/17/2022	138	FRUIT GROWERS LABORATORY	271960A	430	52520	690	TESTING / SEWER				

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60514	5/17/2022	138	FRUIT GROWERS LABORATORY	272573A	430	52520	690	TESTING / SEWER				
60514	5/17/2022	30	FRUIT GROWERS LABORATORY	272574A	410	52520	670	TESTING / WATER				
60514	5/17/2022	55	FRUIT GROWERS LABORATORY	272576A	430	52520	690	TESTING / SEWER				
60514	5/17/2022	41	FRUIT GROWERS LABORATORY	272578A	430	52520	690	TESTING / SEWER				
60514	5/17/2022	90	FRUIT GROWERS LABORATORY	272579A	430	52520	690	TESTING / SEWER				
60514	5/17/2022	55	FRUIT GROWERS LABORATORY	272696A	430	52520	690	TESTING / WATER				
60514	5/17/2022	15	FRUIT GROWERS LABORATORY	272752A	410	52520	670	TESTING / WATER				
60514	5/17/2022	20	FRUIT GROWERS LABORATORY	272807A	410	52520	670	TESTING / WATER				
60514	5/17/2022	55	FRUIT GROWERS LABORATORY	272808A	430	52520	690	TESTING / SEWER				
<b>60514 Total</b>		637										
60515	5/17/2022	32765.54	FOUNTAIN PEOPLE INC a PLA	W23921-TB	253	60010	650	MISC WATER ODYSSEY EQUIPMENT / PARKS				
<b>60515 Total</b>		32765.54										
60516	5/17/2022	157.15	FRONTIER	5/17/2022	101	53200	230	Communications				
60516	5/17/2022	91.79	FRONTIER	5/17/2022	101	53200	220	Communications				
60516	5/17/2022	91.79	FRONTIER	5/17/2022	101	53200	610	Communications				
60516	5/17/2022	51.98	FRONTIER	5/17/2022	101	53200	230	Communications				
60516	5/17/2022	51.98	FRONTIER	5/17/2022	101	53200	220	Communications				
60516	5/17/2022	51.98	FRONTIER	5/17/2022	101	53200	650	Communications				
60516	5/17/2022	51.98	FRONTIER	5/17/2022	410	53200	670	Communications				
60516	5/17/2022	51.98	FRONTIER	5/17/2022	430	53200	690	Communications				
60516	5/17/2022	51.98	FRONTIER	5/17/2022	101	53200	310	Communications				
60516	5/17/2022	51.96	FRONTIER	5/17/2022	101	53200	640	Communications				
60516	5/17/2022	607.32	FRONTIER	5/17/2022	101	53200	710	Communications				
60516	5/17/2022	217.32	FRONTIER	5/17/2022	101	53200	320	Communications				
60516	5/17/2022	117.48	FRONTIER	5/17/2022	101	53200	630	Communications				
60516	5/17/2022	117.48	FRONTIER	5/17/2022	101	53200	650	Communications				
60516	5/17/2022	176.26	FRONTIER	5/17/2022	410	53200	670	Communications				
60516	5/17/2022	408.32	FRONTIER	5/17/2022	430	53200	690	Communications				
<b>60516 Total</b>		2348.75										
60517	5/17/2022	38317.62	HOBLIT MOTORS	5/17/2022	101	57100	231	FORD EXPLORER (VIN#56095) / POLICE				
<b>60517 Total</b>		38317.62										
60518	5/17/2022	1782.12	JONES & MAYER	5/17/2022	101	52500	240	ATTORNEY SERVICES/ GENERAL FUND				
60518	5/17/2022	1782.12	JONES & MAYER	5/17/2022	410	52500	240	ATTORNEY SERVICES / WATER FUND				
60518	5/17/2022	1755.52	JONES & MAYER	5/17/2022	430	52500	690	ATTORNEY SERVICE / SEWER FUND				
60518	5/17/2022	189.65	JONES & MAYER	5/17/2022	101	52500	240	COUNTY/CIP LITIGATION				
<b>60518 Total</b>		5509.41										
60519	5/17/2022	1166.66	JENNIFER LAY-SCHNYDER	5/17/2022	101	52500	640	REC COORDINATOR CONSULTING FEES APRIL 2022- REC				
<b>60519 Total</b>		1166.66										
60520	5/17/2022	500	MARKS, GABRIEL	5/17/2022	310	52500	650	COLUSA STATE PARK CAMP HOST APRIL 2022				
<b>60520 Total</b>		500										
60521	5/17/2022	10.71	GEORGE L. MESSICK CO.	555497/1	101	52200	650	SAFETY EQUIPMENT / PARKS				
60521	5/17/2022	22.56	GEORGE L. MESSICK CO.	556587/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60521	5/17/2022	60.03	GEORGE L. MESSICK CO.	556693/1	101	52110	630	SUPPLIES / STREETS				
60521	5/17/2022	46.06	GEORGE L. MESSICK CO.	556997/1	101	52720	630	EQUIPMENT MAINTENANCE / STREETS				

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60521	5/17/2022	19.24	GEORGE L. MESSICK CO.	557013/1	101	52720	630	EQUIPMENT MAINT. / STREET			
60521	5/17/2022	28.4	GEORGE L. MESSICK CO.	557015/1	310	52110	650	SUPPLIES / STATE PARK			
60521	5/17/2022	22.5	GEORGE L. MESSICK CO.	557484/1	101	52700	630	BUILDING MAINTENANCE / STREETS			
60521	5/17/2022	95.85	GEORGE L. MESSICK CO.	557529/1	101	52720	650	EQUIPMENT MAINT. / PARKS			
60521	5/17/2022	7.5	GEORGE L. MESSICK CO.	558147/1	101	52720	630	EQUIPMENT MAINT. / STREETS			
60521	5/17/2022	107.23	GEORGE L. MESSICK CO.	558262/1	253	52260	640	CHEMICALS / REC			
60521	5/17/2022	64.31	GEORGE L. MESSICK CO.	558429/1	430	52700	690	BUILDING MAINT. / SEWER			
60521	5/17/2022	6.41	GEORGE L. MESSICK CO.	558437/1	101	52110	210	SUPPLIES / ADMIN SERVICES			
60521	5/17/2022	67.51	GEORGE L. MESSICK CO.	558755/1	101	52720	650	EQUIPMENT MAINTENANCE / PARKS			
60521	5/17/2022	37	GEORGE L. MESSICK CO.	558784/1	253	52720	640	EQUIPMENT MAINT. / REC			
60521	5/17/2022	24.66	GEORGE L. MESSICK CO.	558785/1	253	52720	640	EQUIPMENT MAINT. / REC			
60521	5/17/2022	9.19	GEORGE L. MESSICK CO.	558788/1	101	52720	650	EQUIPMENT MAINT/ PARKS			
60521	5/17/2022	87.03	GEORGE L. MESSICK CO.	558794/1	253	52700	640	BUILDING MAINT. / REC			
60521	5/17/2022	30.01	GEORGE L. MESSICK CO.	558814/1	253	52110	640	SUPPLIES / REC			
60521	5/17/2022	41.78	GEORGE L. MESSICK CO.	558826/1	253	52700	640	BUILDING MAINT. / REC			
60521	5/17/2022	160.84	GEORGE L. MESSICK CO.	558888/1	253	52260	640	CHEMICALS / REC			
60521	5/17/2022	13.93	GEORGE L. MESSICK CO.	558952/1	214	52100	710	BATTERIES / POLICE			
60521	5/17/2022	27.81	GEORGE L. MESSICK CO.	558955/1	253	52700	640	BUILDING MAINT / REC			
60521	5/17/2022	117.38	GEORGE L. MESSICK CO.	558956/1	101	52720	650	EQUIPMENT MAINT. / PARKS			
60521	5/17/2022	19.26	GEORGE L. MESSICK CO.	559029/1	253	52720	640	EQUIPMENT MAINT. / REC			
60521	5/17/2022	31.71	GEORGE L. MESSICK CO.	559058/1	253	52700	640	BUILDING MAINT / REC			
60521	5/17/2022	41.81	GEORGE L. MESSICK CO.	559059/1	253	52700	640	BUILDING MAINT. / REC			
60521	5/17/2022	7.89	GEORGE L. MESSICK CO.	559068/1	253	52720	640	EQUIPMENT MAINT. / REC			
60521	5/17/2022	16.08	GEORGE L. MESSICK CO.	559293/1	253	52700	640	BUILDING MAINTENANCE / REC			
60521	5/17/2022	422.55	GEORGE L. MESSICK CO.	559321/1	101	52720	650	EQUIPMENT MAINT. / PARKS			
<b>60521 Total</b>		1647.24									
60522	5/17/2022	9524.75	MOTOROLA SOLUTIONS, INC.	5/17/2022	214	57100	710	MACHINERY & EQUIPMENT / POLICE			
<b>60522 Total</b>		9524.75									
60523	5/17/2022	4.29	MT. SHASTA SPRING WATER	476930	101	53300	630	COOLER RENTAL / STREETS			
60523	5/16/2022	2.15	MT. SHASTA SPRING WATER	478865	101	52100	230	COOLER RENTAL / FINANCE			
60523	5/16/2022	2.15	MT. SHASTA SPRING WATER	478866	101	52100	220	COOLER RENTAL / PLANNING			
60523	5/17/2022	44	MT. SHASTA SPRING WATER	482855	101	53300	630	5 GAL SPRING WATER / STREETS			
60523	5/17/2022	50	MT. SHASTA SPRING WATER	482863	214	52100	710	5 GAL PURIFIED / POLICE			
60523	5/17/2022	46.65	MT. SHASTA SPRING WATER	488427	214	52100	710	5 GAL PURIFIED WATER / POLICE			
<b>60523 Total</b>		149.24									
60524	5/17/2022	279.36	PACE SUPPLY CORP.	87652036	410	52700	670	BUILDING MAINT. / WATER			
<b>60524 Total</b>		279.36									
60525	5/17/2022	39.9	PACIFIC STORAGE COMPANY	5107568	214	52100	710	SERVICE 64 GAL TOTE / POLICE			
<b>60525 Total</b>		39.9									
60526	5/17/2022	320.2	PAPE MACHINERY	13535918	410	52720	670	ALTERNATOR - WATER			
60526	5/17/2022	320.21	PAPE MACHINERY	13535918	430	52720	690	ALTERNATOR - SEWER			
60526	5/17/2022	-26.81	PAPE MACHINERY	13565117	410	52720	670	RETURNED ALTERNATOR - WATER			
60526	5/17/2022	-26.82	PAPE MACHINERY	13565117	430	52720	690	RETURNED ALTERNATOR - SEWER			
<b>60526 Total</b>		586.78									

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60527	5/17/2022	2462	WYATT PAXTON	551	101	52500	310	ARPIL 2022 EMAILS,INSPECTIONS,CALLS-BLDG.INSPECTOR				
<b>60527 Total</b>		2462										
60528	5/17/2022	63.71	PETTY CASH/POLICE DEPT.	5/17/2022	101	52100	710	LOWES / POLICE				
60528	5/17/2022	21.06	PETTY CASH/POLICE DEPT.	5/17/2022	101	52100	710	LOWES / POLICE				
60528	5/17/2022	13.49	PETTY CASH/POLICE DEPT.	5/17/2022	101	52100	710	AUTOZONE / POLICE				
60528	5/17/2022	46.86	PETTY CASH/POLICE DEPT.	5/17/2022	101	52100	710	AUTOZONE / POLICE				
<b>60528 Total</b>		145.12										
60529	5/17/2022	169.39	QUILL CORPORATION	2461170	214	52100	710	OFFICE SUPPLIES / POLICE				
60529	5/17/2022	112.55	QUILL CORPORATION	24899319	214	52100	710	OFFICE SUPPLIES / POLICE				
60529	5/16/2022	124.73	QUILL CORPORATION	25054775	101	52100	230	OFFICE SUPPLIES / FINANCE				
60529	5/16/2022	13.93	QUILL CORPORATION	25057774	101	52100	230	DATA BINDER RED / FINANCE				
<b>60529 Total</b>		420.6										
60530	5/17/2022	1155	DANIEL J. QUINONEZ	Jun-22	101	52500	710	BACKGROUND INVESTIGATIONS / POLICE				
<b>60530 Total</b>		1155										
60531	5/17/2022	3200	RECDESK LLC	INV-12452	101	52500	640	RECDESK SUBSCRIPTION 5/1/22-6/30/23 - REC				
60531	5/17/2022	1600	RECDESK LLC	INV-12452	253	52500	640	RECDESK SUBSCRIPTION 5/1/22-6/30/23 - REC				
<b>60531 Total</b>		4800										
60532	5/17/2022	174.54	SAM'S CLUB/SYNCHRONY BANK	5/17/2022	101	52700	320	OFFICE EXPENSES				
60532	5/17/2022	39.31	SAM'S CLUB/SYNCHRONY BANK	5/17/2022	101	52100	220	OFFICE EXPENSES				
60532	5/17/2022	39.31	SAM'S CLUB/SYNCHRONY BANK	5/17/2022	101	52100	230	OFFICE EXPENSES				
60532	5/17/2022	92.44	SAM'S CLUB/SYNCHRONY BANK	5/17/2022	101	52110	630	OFFICE EXPENSES				
<b>60532 Total</b>		345.6										
60533	5/17/2022	140324.73	CWSRF ACCOUNTING OFFICE	5/17/2022	430	59100	690	CWSRF AGREEMENT CONTRACT / SEWER				
60533	5/17/2022	43249.33	CWSRF ACCOUNTING OFFICE	5/17/2022	430	59200	690	CWSRF AGREEMENT CONTRACT / SEWER				
<b>60533 Total</b>		183574.06										
60534	5/17/2022	3200	SUTTER BUTTES COMMUNICATI	43753	214	57100	710	MACHINERY AND EQUIPMENT / POLICE				
60534	5/17/2022	615.11	SUTTER BUTTES COMMUNICATI	43754	214	57100	710	MACHINERY & EQUIPMENT / POLICE				
60534	5/17/2022	682.81	SUTTER BUTTES COMMUNICATI	43755	214	57100	710	MACHINERY AND EQUIPMENT / POLICE				
60534	5/17/2022	3200	SUTTER BUTTES COMMUNICATI	43756	214	57100	710	MACHINERY & EQUIPMENT / POLICE				
<b>60534 Total</b>		7697.92										
60535	5/17/2022	75	TRANSUNION RISK AND ALTER	5/17/2022	214	52500	710	MINIMUM USAGE (ACCT ID 1368807) / POLICE				
<b>60535 Total</b>		75										
60536	5/17/2022	279.9	TRI COUNTIES BANK	5/17/2022	101	52100	210	ZOOM.COM / ADMIN. SERVICES				
60536	5/17/2022	2949.35	TRI COUNTIES BANK	5/17/2022	101	52100	230	USPS.COM / FINANCE				
60536	5/17/2022	179.88	TRI COUNTIES BANK	5/17/2022	101	52500	230	ADOBE / FINANCE				
60536	5/17/2022	159.98	TRI COUNTIES BANK	5/17/2022	101	52100	230	DNH DOMAIN HOSTING / FINANCE				
60536	5/17/2022	73.26	TRI COUNTIES BANK	5/17/2022	101	51300	210	HARVEYS CASINO / ADMIN SERVICES				
60536	5/17/2022	455.97	TRI COUNTIES BANK	5/17/2022	430	53200	690	SUCCEEDNET / SEWER				
60536	5/17/2022	1285.93	TRI COUNTIES BANK	5/17/2022	253	52700	640	ROBOTIC POOL CLEANER / REC				
60536	5/17/2022	255.74	TRI COUNTIES BANK	5/17/2022	101	51300	210	HARVEYS CASINO / ADMIN SERVICES				
60536	5/17/2022	29	TRI COUNTIES BANK	5/17/2022	214	52100	710	HARVEYS CASINO / ADMIN SERVICES				
60536	5/17/2022	407.54	TRI COUNTIES BANK	5/17/2022	101	57100	320	TRACTOR SUPPLY / FIRE				
60536	5/17/2022	31.02	TRI COUNTIES BANK	5/17/2022	101	52720	320	AMAZON / FIRE				
60536	5/17/2022	15	TRI COUNTIES BANK	5/17/2022	101	52500	215	BUFFER / ECON. DEV				

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60536	5/17/2022	9.99	TRI COUNTIES BANK	5/17/2022	101	52500	215	ADOBE / ECON. DEV				
60536	5/17/2022	45	TRI COUNTIES BANK	5/17/2022	101	52500	215	CONSTANT CONTACT / ECON. DEV.				
<b>60536 Total</b>		6177.56										
60537	5/17/2022	4223.53	TROJAN TECHNOLOGIES GROUP	10320526	430	52700	690	BUILDING MAINTENANCE / SEWER				
<b>60537 Total</b>		4223.53										
60538	5/17/2022	1203.69	USA BLUEBOOK	965302	410	57100	670	WATER LEVEL METER / WATER				
<b>60538 Total</b>		1203.69										
60539	5/17/2022	1285.07	WALLACE SAFE & LOCK CO. I	80807	253	52700	640	EQUIPMENT MAINT. / REC				
<b>60539 Total</b>		1285.07										
60540	5/16/2022	48	COLUSA COUNTY PIONEER REV	2022-0514	101	53100	630	EMPLOYMENT AD-MECHANIC OPERATOR / STREETS				
<b>60540 Total</b>		48										
60541	5/17/2022	272.41	XEROX CORPORATIONS	3218806	101	53300	215	LEASE PAYMENT-ECON. DEV.				
60541	5/17/2022	272.41	XEROX CORPORATIONS	3218806	101	53300	220	LEASE PAYMENT-PLANNING				
60541	5/17/2022	272.43	XEROX CORPORATIONS	3218806	101	53300	230	LEASE PAYMENT-FINANCE				
<b>60541 Total</b>		817.25										
60542	5/18/2022	845	SADIE ASH	5/17/2022	101	52500	215	SOCIAL MEDIA - ECON. DEV.				
60542	5/18/2022	796	SADIE ASH	5/17/2022	101	52500	640	PARKS & REC - REC				
60542	5/18/2022	748	SADIE ASH	5/17/2022	101	52500	210	CREATION & SUPPORT - ADMIN. SERVICES				
<b>60542 Total</b>		2389										
60543	5/26/2022	1058.83	AFLAC	538571	101	22340		P/R Liab - Long Term Disa				
<b>60543 Total</b>		1058.83										
60544	5/26/2022	56.4	AIRGAS USA, LLC	912554957	101	52150	320	OXYGEN / FIRE				
60544	5/26/2022	101.76	AIRGAS USA, LLC	998834394	101	52150	320	OXYGEN / FIRE				
60544	5/26/2022	126.97	AIRGAS USA, LLC	998838134	101	52150	320	OXYGEN / FIRE				
<b>60544 Total</b>		285.13										
60545	5/31/2022	1577.14	AQUA SIERRA CONTROLS INC.	32472	430	52720	690	CONTROL RELAY / SEWER				
<b>60545 Total</b>		1577.14										
60546	5/31/2022	406.25	SADIE ASH	5/31/2022	101	52500	215	COMMUNICATIONS,WEB,SOCIAL MEDIA				
60546	5/31/2022	3055	SADIE ASH	5/31/2022	101	52500	640	PARKS & RECREATION				
60546	5/31/2022	438.75	SADIE ASH	5/31/2022	101	52500	210	MISC OPERATION CREATION & SUPPORT				
<b>60546 Total</b>		3900										
60547	5/26/2022	315.48	AT&T MOBILITY	5/26/2022	101	53200	320	WIRELESS SERVICE / FIRE				
<b>60547 Total</b>		315.48										
60548	5/31/2022	112.9	BOGGS EQUIPMENT & ENG.	9215	430	52720	690	EQUIPMENT MAINT / SEWER				
60548	5/31/2022	144.79	BOGGS EQUIPMENT & ENG.	9216	101	52110	650	MATERIALS-PATE 10"X 1/4 /PARKS				
<b>60548 Total</b>		257.69										
60549	5/26/2022	1200	DANIEL P. CALLNON	22-Jul	101	53600	640	CONCERT IN THE PARK 6/2/2022 / REC				
<b>60549 Total</b>		1200										
60550	5/31/2022	35.22	CINTAS	119963389	101	51200	630	LINEN MAINT / STREETS				
60550	5/31/2022	35.22	CINTAS	119963389	101	51200	650	LINEN MAINT / PARKS				
60550	5/31/2022	56.04	CINTAS	119963489	410	51200	670	LINEN MAINT / WATER				
60550	5/31/2022	56.05	CINTAS	119963489	430	51200	690	LINEN MAINT / SEWER				
60550	5/31/2022	56.04	CINTAS	412062618	410	51200	670	UNIFORMS - W/S				
60550	5/31/2022	56.05	CINTAS	412062618	430	51200	690	UNIFORMS - W/S				

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60550	5/31/2022	35.22	CINTAS	412062620	101	51200	630	UNIFORMS / STREETS,PARKS				
60550	5/31/2022	35.22	CINTAS	412062620	101	51200	650	UNIFORMS / STREETS,PARKS				
<b>60550 Total</b>		365.06										
60551	5/31/2022	52671	COLUSA COUNTY AUDITOR	5/31/2022	101	55890	230	SALES TAX REVENUE AGREEMENT / FINANCE				
<b>60551 Total</b>		52671										
60552	5/31/2022	340	COLUSA PROFESSIONAL	5/31/2022	101	22400		P/R Liab - Firemen Assoc				
<b>60552 Total</b>		340										
60553	5/31/2022	19.29	DERODA INC.	63193	101	52110	630	SHOP TOWELS / STREETS				
60553	5/31/2022	119.09	DERODA INC.	63225	101	52110	630	TORCH GAS / STREETS				
60553	5/31/2022	468.57	DERODA INC.	63311	101	52720	630	BATTERY / STREETS				
60553	5/31/2022	13.92	DERODA INC.	63336	101	52720	650	EQUIPMENT MAINT / PARKS				
60553	5/31/2022	21.44	DERODA INC.	63535	101	52720	630	EQUIPMENT MAINT / STREETS				
60553	5/31/2022	21.75	DERODA INC.	63632	253	52700	640	BUILDING MAINT / REC				
<b>60553 Total</b>		664.06										
60554	5/26/2022	325	COMPUTER LOGISTICS	83387	214	52500	710	BARRACUDA MONTHLY JUNE / POLICE				
60554	5/26/2022	150	COMPUTER LOGISTICS	83398	214	52500	710	GO DADDY ANNUAL RENEWAL / POLICE				
<b>60554 Total</b>		475										
60555	5/26/2022	72.61	COMCAST	5/26/2022	101	53200	320	BUSINESS CABLE 5/9-6/8 / FIRE				
60555	5/26/2022	157.94	COMCAST	5/26/2022	101	53200	710	BUSINESS INTERNET 5/21-6/20 / POLICE				
<b>60555 Total</b>		230.55										
60556	5/26/2022	290.72	CORBIN WILLITS SYSTEMS IN	C205151	101	53300	230	MONTHLY SERVICE FEES JUNE				
60556	5/26/2022	290.73	CORBIN WILLITS SYSTEMS IN	C205151	410	53300	670	MONTHLY SERVICE FEES JUNE				
60556	5/26/2022	290.72	CORBIN WILLITS SYSTEMS IN	C205151	430	53300	690	MONTHLY SERVICE FEES JUNE				
<b>60556 Total</b>		872.17										
60557	5/26/2022	448.5	COLUSA POLICE ASSOCIATION	5/31/2022	101	22410		P/R Liab - Police Assoc D				
<b>60557 Total</b>		448.5										
60558	5/31/2022	600	BOBBY DICKSON	PO 65197	101	53600	640	CONCERT IN THE PARK JUNE 16TH / REC				
<b>60558 Total</b>		600										
60559	5/31/2022	5537.1	EMPLOYMENT DEVELOPMENT DE	5/31/2022	101	51140	215	UNEMPLOYMENT INS BENEFIT CHARGE / ECON DEV				
<b>60559 Total</b>		5537.1										
60560	5/31/2022	134	EFFIE'S TIRE & LUBE	23393	214	52720	710	EQUIPMENT MAINT / POLICE				
<b>60560 Total</b>		134										
60561	5/31/2022	535	FRUIT GROWERS LABORATORY	272073A	430	52520	690	TESTING / SEWER				
60561	5/31/2022	138	FRUIT GROWERS LABORATORY	272265A	430	52520	690	TESTING / SEWER				
60561	5/31/2022	138	FRUIT GROWERS LABORATORY	272753A	430	52520	690	TESTING / SEWER				
60561	5/31/2022	270	FRUIT GROWERS LABORATORY	272754A	430	52520	690	TESTING / SEWER				
60561	5/31/2022	55	FRUIT GROWERS LABORATORY	272921A	430	52520	690	TESTING / SEWER				
60561	5/31/2022	55	FRUIT GROWERS LABORATORY	272938A	430	52520	690	TESTING / SEWER				
60561	5/31/2022	55	FRUIT GROWERS LABORATORY	273202A	430	52520	690	TESTING / SEWER				
<b>60561 Total</b>		1246										
60562	5/26/2022	700.89	FRONTIER	5/26/2022	101	53200	320	Communications / FIRE				
<b>60562 Total</b>		700.89										
60563	5/31/2022	-177.77	GRIFF'S FEED & SEED	1863	101	52110	630	RETURNED PANTS (JOE MARTINEZ) / STREETS				
60563	5/31/2022	21.45	GRIFF'S FEED & SEED	2533	101	52110	630	PANTS EXCHANGE / STREETS				



## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60563	5/31/2022	204.58	GRIFF'S FEED & SEED	2534	101	52110	630	PANTS FOR JOE / STREETS			
<b>60563 Total</b>		48.26									
60564	5/31/2022	476.85	THE HARTFORD	239693493	997	22310		LIFE INS PREMIUMS JUNE 2022			
<b>60564 Total</b>		476.85									
60565	5/26/2022	191.76	JOHNSON PRINTING & DESIGN	66288	101	52100	320	400 PATIENT CARE CARDS / FIRE			
60565	5/31/2022	35.93	JOHNSON PRINTING & DESIGN	66323	101	52100	215	BUSINESS CARDS-FERNANDA /ECON			
<b>60565 Total</b>		227.69									
60566	5/31/2022	7.72	JOHN DEERE FINANCIAL	2650633	310	59200	650	MOWER LEASE			
60566	5/31/2022	135.77	JOHN DEERE FINANCIAL	2650633	310	59100	650	MOWER LEASE			
60566	5/31/2022	34.74	JOHN DEERE FINANCIAL	2650633	253	59200	650	MOWER LEASE			
60566	5/31/2022	610.96	JOHN DEERE FINANCIAL	2650633	253	59100	650	MOWER LEASE			
60566	5/31/2022	34.74	JOHN DEERE FINANCIAL	2650633	101	59200	650	MOWER LEASE			
60566	5/31/2022	610.97	JOHN DEERE FINANCIAL	2650633	101	59100	650	MOWER LEASE			
<b>60566 Total</b>		1434.9									
60567	5/31/2022	134.32	ISHRAT AZIZ-KHAN	5/31/2022	101	51300	230	TRAVEL-MEETING 12/16/21 & 4/21/22			
60567	5/31/2022	286	ISHRAT AZIZ-KHAN	5/31/2022	101	51170	230	GYM REIMBURSE 7/6 - 5/22			
<b>60567 Total</b>		420.32									
60568	5/26/2022	16.09	L.C.M.S. AWARDS	909515	101	52100	215	PLASTIC NAME PLATE - GRANT WRITER / ECON			
<b>60568 Total</b>		16.09									
60569	5/31/2022	2018.45	LINCOLN AQUATICS	NS413844	253	52720	670	EQUIPMENT MAINT / REC			
<b>60569 Total</b>		2018.45									
60570	5/31/2022	200	PEDRO LOPEZ	PO 65196	101	53800	640	SCOUT CABIN DEPOSIT REFUND (5/28/22 RENTAL)			
<b>60570 Total</b>		200									
60571	5/31/2022	15	GEORGE L. MESSICK CO.	555210/1	410	52110	670	SUPPLIES / WATER			
60571	5/31/2022	155.48	GEORGE L. MESSICK CO.	555911/1	430	52110	690	SUPPLIES / SEWER			
60571	5/31/2022	67.55	GEORGE L. MESSICK CO.	556128/1	410	52700	670	BUILDING MAINT. / WATER			
60571	5/31/2022	27.87	GEORGE L. MESSICK CO.	556634/1	430	52700	690	BUILDING MAINT. / SEWER			
60571	5/31/2022	145.82	GEORGE L. MESSICK CO.	556692/1	410	52250	670	PURECHLOR / WATER			
60571	5/31/2022	60.22	GEORGE L. MESSICK CO.	556897/1	430	52700	690	COUPLING / SEWER			
60571	5/31/2022	40.74	GEORGE L. MESSICK CO.	556935/1	410	52700	670	VALVBALL / WATER			
60571	5/31/2022	19.29	GEORGE L. MESSICK CO.	556956/1	430	52700	690	VALVE / SEWER			
60571	5/26/2022	25.72	GEORGE L. MESSICK CO.	558338/1	101	52720	320	EQUIPMENT MAINT /FIRE			
60571	5/26/2022	7.5	GEORGE L. MESSICK CO.	558340/1	101	52720	320	EQUIPMENT MAINT/ FIRE			
60571	5/31/2022	13.93	GEORGE L. MESSICK CO.	558843/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	2.13	GEORGE L. MESSICK CO.	558846/1	253	52110	640	SUPPLIES / REC			
60571	5/31/2022	31.07	GEORGE L. MESSICK CO.	558860/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	6.42	GEORGE L. MESSICK CO.	558861/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	1.06	GEORGE L. MESSICK CO.	558880/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	53.6	GEORGE L. MESSICK CO.	558923/1	101	52110	650	TRASH CAN / PARKS			
60571	5/31/2022	23.54	GEORGE L. MESSICK CO.	558993/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	13.93	GEORGE L. MESSICK CO.	558995/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	58.94	GEORGE L. MESSICK CO.	559094/1	101	52110	650	SUPPLIES / PARKS			
60571	5/31/2022	43.94	GEORGE L. MESSICK CO.	559314/1	101	52110	650	CLEANING SUPPLIES / PARKS			
60571	5/31/2022	2.02	GEORGE L. MESSICK CO.	559355/1	101	52720	630	EQUIPMENT MAINT / STREETS			

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60571	5/31/2022	4.52	GEORGE L. MESSICK CO.	559360/1	101	52720	630	EQUIPMENT MAINT / STREETS			
60571	5/31/2022	14.75	GEORGE L. MESSICK CO.	559384/1	310	52700	650	BUILDING MAINT /STATE PARKS			
60571	5/31/2022	109.36	GEORGE L. MESSICK CO.	559386/1	253	52250	640	CHLORINE / REC			
60571	5/31/2022	-358.22	GEORGE L. MESSICK CO.	559391/1	101	52700	650	12 STATION CONTROL HARDIE,SPRINKLER TIMER/PARKS			
60571	5/31/2022	18.21	GEORGE L. MESSICK CO.	559427/1	430	52720	690	EQUIPMENT MAINT / SEWER			
60571	5/31/2022	24.61	GEORGE L. MESSICK CO.	559440/1	430	52720	690	EQUIPMENT MAINT / SEWER			
60571	5/31/2022	24.41	GEORGE L. MESSICK CO.	559447/1	101	52110	630	SUPPLIES / STREETS			
60571	5/31/2022	13.93	GEORGE L. MESSICK CO.	559453/1	101	52720	650	EQUIPMENT MAINT / PARKS			
60571	5/31/2022	10.7	GEORGE L. MESSICK CO.	559534/1	101	52720	630	EQUIPMENT MAINT / STREETS			
60571	5/31/2022	4.26	GEORGE L. MESSICK CO.	559562/1	253	52110	640	SUPPLIES / REC			
60571	5/31/2022	4.92	GEORGE L. MESSICK CO.	559577/1	101	52720	650	EQUIPMENT MAINT / PARKS			
60571	5/31/2022	46.5	GEORGE L. MESSICK CO.	559603/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	53.61	GEORGE L. MESSICK CO.	559606/1	253	52110	630	SUPPLIES / STREETS			
60571	5/31/2022	43.4	GEORGE L. MESSICK CO.	559631/1	101	52720	650	EQUIPMENT MAINT / PARKS			
60571	5/31/2022	7.5	GEORGE L. MESSICK CO.	559632/1	253	52110	640	SUPPLIES / REC			
60571	5/31/2022	34.82	GEORGE L. MESSICK CO.	559691/1	101	52700	650	BUILDING MAINT / PARKS			
60571	5/31/2022	7.5	GEORGE L. MESSICK CO.	559692/1	101	52700	650	BUILDING MAINT / PARKS			
60571	5/31/2022	160.81	GEORGE L. MESSICK CO.	559943/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	90.07	GEORGE L. MESSICK CO.	559944/1	253	52250	640	CHEMICALS / REC			
60571	5/31/2022	21.44	GEORGE L. MESSICK CO.	559996/1	101	52110	630	CHARGER / STREETS			
60571	5/31/2022	12.87	GEORGE L. MESSICK CO.	559999/1	253	52110	640	SUPPLIES / REC			
60571	5/31/2022	27.87	GEORGE L. MESSICK CO.	560039/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	26.8	GEORGE L. MESSICK CO.	560046/1	253	52720	640	EQUIPMENT MAINT / REC			
60571	5/31/2022	70.36	GEORGE L. MESSICK CO.	560076/1	253	52720	640	EQUIPMENT MAINT / REC			
60571	5/31/2022	21.44	GEORGE L. MESSICK CO.	560106/1	253	52720	640	EQUIPMENT MAINT / REC			
60571	5/31/2022	12.85	GEORGE L. MESSICK CO.	560144/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	47.55	GEORGE L. MESSICK CO.	560204/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	31.74	GEORGE L. MESSICK CO.	560236/1	253	52700	640	SHADE STRUCTURE / REC			
60571	5/31/2022	8.01	GEORGE L. MESSICK CO.	560244/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	10.04	GEORGE L. MESSICK CO.	K56241/1	430	52720	690	EQUIPMENT MAINTENANCE / SEWER			
60571	5/31/2022	1.06	GEORGE L. MESSICK CO.	K56251/1	410	52720	670	EQUIPMENT MAINT./ WATER			
60571	5/31/2022	19.17	GEORGE L. MESSICK CO.	K60268/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	13.87	GEORGE L. MESSICK CO.	K60316/1	253	52700	640	BUILDING MAINT / REC			
60571	5/31/2022	260.18	GEORGE L. MESSICK CO.	K60331/1	253	52700	640	BUILDING MAINT / REC			
<b>60571 Total</b>		1716.68									
60572	5/26/2022	533.55	MES VISION	221282530	997	22330		VISION INS PREMIUMS JUNE 2022			
<b>60572 Total</b>		533.55									
60573	5/26/2022	2150	MetLife Investors	220504-00	101	22510		P/R Liab - Deferred Comp			
<b>60573 Total</b>		2150									
60574	5/26/2022	28	MT. SHASTA SPRING WATER	476728	101	53800	320	WATER / FIRE			
60574	5/26/2022	10.73	MT. SHASTA SPRING WATER	476933	101	53800	320	COOLER RENTAL / FIRE			
60574	5/26/2022	15.29	MT. SHASTA SPRING WATER	488419	101	53300	630	WATER / STREETS			
60574	5/26/2022	17	MT. SHASTA SPRING WATER	490501	101	52100	220	WATER / PLANNING			
<b>60574 Total</b>		71.02									

## CITY OF COLUSA

MAY 2022

Item 5.

## WARRANT LISTING

60575	5/31/2022	871.53	OMEGA INDUSTRIAL SUPPLY,	142604	101	52110	630	TOUGHMAN TOWEL,MEGA OFF / STREETS			
<b>60575 Total</b>		871.53									
60576	5/31/2022	89.75	PAPE MACHINERY	13583451	101	52720	630	EQUIPMENT MAINT / STREETS			
<b>60576 Total</b>		89.75									
60577	5/26/2022	780	PENGUIN MANAGEMENT, INC.	69533	101	53200	320	6 MONTHS CAPTIN PLAN / FIRE			
<b>60577 Total</b>		780									
60578	5/31/2022	2167.23	PACIFIC GAS AND ELECTRIC	5/31/2022	101	52600	610	Utilities			
60578	5/31/2022	1111.55	PACIFIC GAS AND ELECTRIC	5/31/2022	101	52600	710	Utilities			
60578	5/31/2022	1764.3	PACIFIC GAS AND ELECTRIC	5/31/2022	101	52600	320	Utilities			
60578	5/31/2022	390.09	PACIFIC GAS AND ELECTRIC	5/31/2022	101	52600	630	Utilities			
60578	5/31/2022	16.24	PACIFIC GAS AND ELECTRIC	5/31/2022	620	52600	630	Utilities			
60578	5/31/2022	32.49	PACIFIC GAS AND ELECTRIC	5/31/2022	610	52600	630	Utilities			
60578	5/31/2022	7682.16	PACIFIC GAS AND ELECTRIC	5/31/2022	241	52600	630	Utilities			
60578	5/31/2022	5.78	PACIFIC GAS AND ELECTRIC	5/31/2022	640	52600	630	Utilities			
60578	5/31/2022	582.72	PACIFIC GAS AND ELECTRIC	5/31/2022	101	52600	640	Utilities			
60578	5/31/2022	617.92	PACIFIC GAS AND ELECTRIC	5/31/2022	101	52600	650	Utilities			
60578	5/31/2022	911.95	PACIFIC GAS AND ELECTRIC	5/31/2022	253	52600	640	Utilities			
60578	5/31/2022	13458.57	PACIFIC GAS AND ELECTRIC	5/31/2022	410	52600	670	Utilities			
60578	5/31/2022	18814.41	PACIFIC GAS AND ELECTRIC	5/31/2022	430	52600	690	Utilities			
60578	5/31/2022	745.64	PACIFIC GAS AND ELECTRIC	5/31/2022	310	52600	650	Utilities			
<b>60578 Total</b>		48301.05									
60579	5/26/2022	5536.48	PREMIER ACCESS INSURANCE	5/28/2022	997	22320		DENTAL INS PREMIUMS JUNE 2022			
<b>60579 Total</b>		5536.48									
60580	5/26/2022	100	SIERRA CENTRAL CREDIT UNI	5/31/2022	101	22500		P/R Liab - Credit Union			
<b>60580 Total</b>		100									
60581	5/31/2022	200	BIANCA SOTO	PO 65194	101	53800	640	SCOUT CABIN RENTAL DEPOSIT REFUND			
<b>60581 Total</b>		200									
60582	5/26/2022	61	STATE DISBURSEMENT UNIT	5/31/2022	101	22520		COURT ORDERED CHILDSUPPORT PAYROLL WITHHOLDING			
<b>60582 Total</b>		61									
60583	5/31/2022	204.65	STOHLMAN ENTERPRISES INC	11447	253	52700	640	BUILDING MAINT / REC			
<b>60583 Total</b>		204.65									
60584	5/31/2022	218.42	SUPERIOR TIRE SERVICE	275339	101	52720	630	EQUIPMENT MAINT / STREETS			
<b>60584 Total</b>		218.42									
60585	5/26/2022	501.75	SUTTER BUTTES COMMUNICATI	43804	101	52720	320	LABOR & FLASHLIGHTS / FIRE			
<b>60585 Total</b>		501.75									
60586	5/26/2022	175.78	ULINE, INC.	148810200	101	52110	710	NITRILE GLOVES / POLICE			
<b>60586 Total</b>		175.78									
60587	5/31/2022	167.58	UNDERGROUND SERVICE ALERT	22USB1132	410	52850	670	CA STATE FEE-REGULATORY COST 1/1-6/30/22			
60587	5/31/2022	167.58	UNDERGROUND SERVICE ALERT	22USB1132	430	52850	690	CA STATE FEE-REGULATORY COST 1/1-6/30/22			
<b>60587 Total</b>		335.16									
60588	5/31/2022	502.95	U. S. POST OFFICE	5/31/2022	410	52100	670	BULK POSTAGE FOR UTILITY BILLS/WATER			
60588	5/31/2022	502.95	U. S. POST OFFICE	5/31/2022	430	52100	690	BULK POSTAGE FOR UTILITY BILLS/SEWER			
<b>60588 Total</b>		1005.9									
60589	5/31/2022	35	MARIA VALDEZ	PO 65195	101	53800	640	REFUND ELECTRICITY-PARK RENTAL			

## CITY OF COLUSA

MAY 2022

## WARRANT LISTING

Item 5.

<b>60589 Total</b>		35										
60590	5/31/2022	45.8	VERIZON WIRELESS	5/31/2022	310	53200	650	CITY CELL PHONE SVC 5/17-6/16				
60590	5/31/2022	395.6	VERIZON WIRELESS	5/31/2022	101	53200	710	CITY CELL PHONE SVC 5/17-6/16				
60590	5/31/2022	168.2	VERIZON WIRELESS	5/31/2022	430	53200	690	CITY CELL PHONE SVC 5/17-6/16				
60590	5/31/2022	87.28	VERIZON WIRELESS	5/31/2022	410	53200	670	CITY CELL PHONE SVC 5/17-6/16				
60590	5/31/2022	81.6	VERIZON WIRELESS	5/31/2022	101	53200	650	CITY CELL PHONE SVC 5/17-6/16				
60590	5/31/2022	108.72	VERIZON WIRELESS	5/31/2022	101	53200	630	CITY CELL PHONE SVC 5/17-6/16				
60590	5/31/2022	53.18	VERIZON WIRELESS	5/31/2022	101	53200	210	CITY CELL PHONE SVC 5/17-6/16				
<b>60590 Total</b>		940.38										
60591	5/31/2022	5250	VIKING WOODWORKS & LEARNI	275	101	53600	640	SUMMER CAMP 2022 DEPOSIT				
<b>60591 Total</b>		5250										
60592	5/31/2022	108	COLUSA COUNTY PIONEER REV	2022-0516	101	53100	220	PUBLIC HEARING GENESIS,RHF,HUNNY POT /PLANNING				
60592	5/31/2022	48	COLUSA COUNTY PIONEER REV	2022-0517	101	53100	220	PUBLIC HEARING-PLANNING COMMISSION / PLANNING				
60592	5/31/2022	108	COLUSA COUNTY PIONEER REV	2022-0584	101	53100	215	PUBLIC MEETING- CDBG 2022 APPLICATION / ECON DEV				
<b>60592 Total</b>		264										
60593	5/31/2022	2250	VIKING WOODWORKS & LEARNI	5/31/2022	101	53600	640	JUNE 20-24 NINJA & NERF WARS / RECREATION				
<b>60593 Total</b>		2250										
<b>Grand Total</b>		638190.77										



## City of Colusa California

### STAFF REPORT

**DATE:** June 21, 2022  
**TO:** Mayor and Members of the City Council  
**FROM:** Fernanda Vanetta, Grant Writer through Jessie Cain, City Manager

**AGENDA ITEM:**

Subject: Resolution Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2021-2022 Funding Year of the State CDBG

**Recommendation:** Council to approve resolution to enable application of CDBG Grants for: 1) Community Development Planning grant that would enable the city to start the planning process for a new city Police Station and 2) Economic Development Grant that would enable the city to aid business in the revitalization of the city's Market and Main Streets.

**BACKGROUND ANALYSIS:** CDBG funds are provided as grants for a wide range of activities directed toward Economic Development (ED), improvement of community facilities and infrastructure, neighborhood revitalization, and public services. All CDBG activities must meet one of the following National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums and blight; or meet certain urgent community needs.

**BUDGET IMPACT:** No Significant Impact. Grant application would mainly use personnel time already budget for such activities.

**STAFF RECOMMENDATION:** Staff recommends City Council to Approve Attached Resolution

**ATTACHMENT:**

**APPENDIX D****Resolution of the Governing Body**

**Applicants are required to use this Resolution in content and form.**

**RESOLUTION NO.**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE  
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS  
THERE TO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG  
PROGRAM**

BE IT RESOLVED by the \_\_\_\_\_ of the \_\_\_\_\_  
of  as follows:

**SECTION 1:**

The \_\_\_\_\_ has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$  for the following CDBG activities, pursuant to the January 2022 CDBG NOFA:

**List activities and amounts** (*activity totals should include Activity Delivery dollars and General Administration associated with the activity*)

<b>Activity (i.e. Public Services, Housing Rehabilitation)</b>	<b>Dollar Amount Being Requested for the Activity</b>
CD Planning - Public Services	\$ <input type="text" value="250000"/>
ED - Business Grants for Rehabilitation	\$ <input type="text" value="750000"/>
	\$ <input type="text"/>
	\$ <input type="text"/>

*Note: Similar to the above, any Colonia or Native American Set-Aside activities must be included separately in the Resolution.*

**SECTION 2:**

The \_\_\_\_\_ hereby approves the use of Program Income in an amount not to exceed \$  for the CDBG activities described in Section 1.



## APPENDIX D

### **SECTION 3:**

The \_\_\_\_\_ acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

### **SECTION 4:**

The \_\_\_\_\_ hereby authorizes and directs the (title of designated official) City Manager, or designee\*, to execute and deliver all applications and act on the City's \_\_\_\_\_ behalf in all matters pertaining to all such applications.

### **SECTION 5:**

If an application is approved, the (title of designated official) City Manager, or designee\*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

### **SECTION 6:**

If an application is approved, the (title of designated official) Financial Director, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

*\* **Important Note:** If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*

**APPENDIX D**

PASSED AND ADOPTED at a regular meeting of the \_\_\_\_\_  
of the \_\_\_\_\_ of Colusa held on 06/21/22 by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: 0NOES: 0ABSENT: 0ABSTAIN: 0

	06/21/2022
Authorized Signature	Date

Mayor for the City of Colusa
Signer's Title

**STATE OF CALIFORNIA**

City of Colusa
----------------

I, Shelly Kittle, City Clerk of the City \_\_\_\_\_ of  
Colusa, State of California, hereby certify the above and foregoing to be a full,  
true and correct copy of a resolution adopted by said City Council  
on this 21 day of June, 2022.

Shelly Kittle, City Clerk  
of the \_\_\_\_\_ of Colusa, State of California  
By: \_\_\_\_\_

**Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.**

**PRINT****START OVER**



## RESOLUTION NO. 22-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF COLUSA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL  
ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF  
TWO CITY COUNCIL MEMBERS AND REQUESTING THE BOARD OF SUPERVISORS  
OF THE COUNTY OF COLUSA TO CONSOLIDATE THE GENERAL MUNICIPAL  
ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME  
DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

**WHEREAS**, under the provisions of the laws of the State of California, a General Municipal Election shall be held on November 8, 2022, for the election of Municipal Officers; and

**WHEREAS**, the term of two members of the City of Colusa (“City”) Council, is due to expire and the positions must be filled,

**WHEREAS**, the City Council does hereby call for and gives notice of the Municipal Election for the purpose of the election of two (2) Members of the City Council for the full term of four (4) years; and

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, and election department of the County of Colusa canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** That pursuant to the requirements of the laws of the State of California, the City Council hereby calls for a general municipal election in and for the City of Colusa, California on Tuesday November 8, 2022. The purpose of the election is to elect two members of the City Council for the term of four (4) years.

**Section 2.** Pursuant to Elections Code Section 12101, the City Clerk is hereby authorized and directed to publish a Notice of General Municipal Election, in compliance with State law.

**Section 3.** That pursuant to the requirements of Sections 10400, 10402 and 10403 of the Elections Code, it is in the best interest of the public to consolidate the City of Colusa Election with the Statewide General Election, and the Board of Supervisors of the County of Colusa is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 8, 2022.

**Section 4.** That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Page 2

**Section 5.** That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

**Section 6.** That the City of Colusa recognizes that additional costs will be incurred by the County by reason of this consolidation and, pursuant to Elections Code 10002 the City agrees to reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the County Elections Official.

**Section 7.** The City of Colusa determined the following election particulars: The length of the Candidate Statement shall not exceed **200** words, the cost of the Candidate Statement shall be paid by the candidate and in case of a tie vote, the election shall be determined by lot. If by close of candidate filing, the number of qualified candidates does not exceed the number of seats to be filled in a particular office, the City Council may, in accordance with Election Code Section 10229(a): appoint to the office the person(s) who has been nominated and/or appoint to the office any eligible elector if no one has been nominated or hold the election, if either no one or only one person has been nominated. The City Council shall make that determination by resolution adopted after the City Clerk certifies that no more than two candidates have qualified for the ballot.

**Section 8.** That the City Clerk is hereby directed to file a certified copy of this Resolution, and the Resolution Calling for a Municipal Election, with the County Board of Supervisors and the County Election Department of the County of Colusa.

**Section 9.** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**Section 10.** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** as a Resolution of the City Council of the City of Colusa at a regular meeting duly held on the 21st day of June 2022.

---

THOMAS REISCHE, MAYOR

ATTEST:

---

SHELLY KITTLE, CITY CLERK

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

I, Shelly Kittle, City Clerk of the City of Colusa, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 22-\_\_ adopted by the City Council of the City of Colusa, California, at a regular meeting thereof held on the 21<sup>st</sup> day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

---

Shelly Kittle, City Clerk

**RESOLUTION NO. 22-\_\_\_**

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

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

WHEREAS, to equitably distribute the costs among benefited landowners, the City Council (the "Council") of the City of Colusa (the "City"), County of Colusa, State of California, has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Sections 22500 *et seq.* (the "Act") to levy assessments for Fiscal Year 2012/2013.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Proposal to Levy Assessments. The City Council proposes to levy assessments for Fiscal Year 2012/2013 for the Parks, Trees, and Pools Improvement Public Facilities Assessment District ("the District").
3. Description of Improvements. The operations and maintenance to be financed by assessments levied in the District consist of: public improvements, including but not limited to, pavement, sidewalks, curbs and gutters, turf, ground cover, shrubs and trees, landscaping, irrigation systems, drainage systems including a storm water detention basin, fencing, lighting, and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property within the District that is owned or maintained by the City of Colusa (the "Improvements").
4. Appointment of Engineer. The City Council hereby retains CEC Engineering as engineer (the "Engineer") for all purposes of proceedings undertaken by the City with respect to the assessment district.
5. Effective Date. This Resolution shall be effective immediately.

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

PASSED and ADOPTED this 21<sup>st</sup> day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

THOMAS REISCHE, MAYOR

Attest:

---

Shelly Kittle, City Clerk

## RESOLUTION NO. 22-\_\_

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

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

WHEREAS, to equitably distribute the costs among benefited landowners, the City Council (the “Council”) of the City of Colusa (the “City”), County of Colusa, State of California, has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Sections 22500 *et seq.* (the “Act”) to levy assessments for Fiscal Year 2022/2023.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Proposal to Levy Assessments. The City Council proposes to levy assessments for Fiscal Year 2022/2023 for the Colusa Meadows West Public Facilities Assessment District (“the District”).
3. Description of Improvements. The operations and maintenance to be financed by assessments levied in the District consist of: public improvements, including but not limited to, pavement, sidewalks, curbs and gutters, turf, ground cover, shrubs and trees, landscaping, irrigation systems, drainage systems including a storm water detention basin, fencing, lighting, and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property within the District that is owned or maintained by the City of Colusa (the “Improvements”).
4. Appointment of Engineer. The City Council hereby retains CEC Engineering as engineer (the “Engineer”) for all purposes of proceedings undertaken by the City with respect to the assessment district.
5. Effective Date. This Resolution shall be effective immediately.

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

PASSED and ADOPTED this 21<sup>st</sup> day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

THOMAS REISCHE, MAYOR

Attest:

---

Shelly Kittle, City Clerk

## RESOLUTION NO. 22-\_\_

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

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

WHEREAS, to equitably distribute the costs among benefited landowners, the City Council (the “Council”) of the City of Colusa (the “City”), County of Colusa, State of California, has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Sections 22500 *et seq.* (the “Act”) to levy assessments for Fiscal Year 2022/2023.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Proposal to Levy Assessments. The City Council proposes to levy assessments for Fiscal Year 2022/2023 for the Hoblit Public Facilities Assessment District (“the District”).
3. Description of Improvements. The operations and maintenance to be financed by assessments levied in the District consist of: public improvements, including but not limited to, pavement, sidewalks, curbs and gutters, turf, ground cover, shrubs and trees, landscaping, irrigation systems, drainage systems including a storm water detention basin, fencing, lighting, and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property within the District that is owned or maintained by the City of Colusa (the “Improvements”).
4. Appointment of Engineer. The City Council hereby retains CEC Engineering as engineer (the “Engineer”) for all purposes of proceedings undertaken by the City with respect to the assessment district.
5. Effective Date. This Resolution shall be effective immediately.



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

PASSED and ADOPTED this 21<sup>st</sup> day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

THOMAS REISCHE, MAYOR

Attest:

---

Shelly Kittle, City Clerk

## RESOLUTION NO. 22-\_\_

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

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

**WHEREAS**, to equitably distribute the costs among benefited landowners, the City Council (the “Council”) of the City of Colusa (the “City”), County of Colusa, State of California, has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Sections 22500 *et seq.* (the “Act”) to levy assessments for Fiscal Year 2022-2023.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Proposal to Levy Assessments. The City Council proposes to levy assessments for Fiscal Year 2022-2023 for the Walnut Ranch Public Facilities Assessment District (“the District”).
3. Description of Improvements. The operations and maintenance to be financed by assessments levied in the District consist of: public improvements, including but not limited to, pavement, sidewalks, curbs and gutters, turf, ground cover, shrubs and trees, landscaping, irrigation systems, drainage systems including a storm water detention basin, fencing, lighting, and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property within the District that is owned or maintained by the City of Colusa (the “Improvements”).
4. Appointment of Engineer. The City Council hereby retains CEC Engineering as engineer (the “Engineer”) for all purposes of proceedings undertaken by the City with respect to the assessment district.
5. Effective Date. This Resolution shall be effective immediately and the public hearing is set for August, 2022.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

Attest:

\_\_\_\_\_  
Shelly Kittle, City Clerk

## RESOLUTION NO. 22-\_\_

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA DECLARING AN INTENTION TO INITIATE PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE CITY OF COLUSA COMMUNITY FACILITIES DISTRICT CFD 2-2020

WHEREAS, in order to finance the costs of the installation, maintenance and servicing of public facilities, including but not limited to, streets, sidewalks, water, sewer, storm drainage, landscaping, sprinkler systems, park facilities, landscape corridors, publicly owned trees, for property owned or maintained by the City of Colusa (the “Improvements”); and

WHEREAS, to equitably distribute the costs among benefited landowners, the City Council (the “Council”) of the City of Colusa (the “City”), County of Colusa, State of California, has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Sections 22500 et. seq. (the “Act”) to levy assessments for Fiscal Year 2022/2023.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Proposal to Levy Assessments. The City Council proposes to levy assessments for Fiscal Year 2022/2023 for the City of Colusa Community Facilities District (CFD) 2-2020.
3. Description of Improvements. The operations and maintenance to be financed by assessments levied in the City of Colusa Parks, CFD 2-2020 consist of public facilities, including but not limited to, streets, sidewalks, water, sewer, storm drainage, landscaping, sprinkler systems, park facilities, landscape corridors, publicly owned trees, for any property owned or maintained by the City of Colusa (the “Improvements”).
4. 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 21<sup>st</sup> day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

---

THOMAS REISCHE, MAYOR

---

Shelly Kittle, City Clerk

## RESOLUTION NO. 22-\_\_\_\_

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA TO ADOPT A LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City will receive an estimated \$120,140 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate several city street in poor shape and, add active transportation infrastructure throughout the City this year and numerous similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

**WHEREAS**, the average motorist pays more than \$700 a year in added repair costs for their vehicle, just because of the poor condition of our roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly \$300 per household; and

**WHEREAS**, without revenue from SB 1, the City, would have otherwise been canceling/delaying/and deferring projects throughout the community and/or laying off city staff; and

**WHEREAS**, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

**WHEREAS**, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

**WHEREAS**, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

**WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**WHEREAS**, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Colusa, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City of Colusa is adopting the following list of projects planned to be funded in fiscal year 2022-23 with Road Maintenance and Rehabilitation Account revenues. Note, due to

budget constraints some of these streets were contained on the previous year's listing, but left incomplete, so they have been rolled over to this new fiscal year.

**Project No. 1** - (2018-19 moved to 2022-23) 5th Street Reconstruction; Reconstruction of most of 5th Street by grinding existing asphalt, installing geo-fabric, and re-paving the street with 4 inches of new Asphalt Concrete at the following locations:

Between Levee Road and Market Street;

Between Oak and Webster Street;

From Lafayette South to the City Limits

Provides and estimated useful life of 25 years;

Anticipated Construction in 2022

**Project No. 2** - (2018-19 moved to 2022-23) 3rd Street Reconstruction; Reconstruction of most of a section of 3rd Street by grinding existing asphalt, installing geo-fabric, and re-paving the street with 4 inches of new Asphalt Concrete at the following locations:

Between Jay and Webster;

Provides and estimated useful life of 25 years;

Anticipated Construction in 2022

**Project No. 3** - Alley Ways (various); (2018-19 moved to 2022-23) Reconstruction of most of several alley ways by grinding existing asphalt, installing geo-fabric, and re-paving the street with 4 inches of new Asphalt Concrete at the following locations:

Between Carson and Sioc Streets from 5th - 7th Street and 9th - 10th Street;

Between Fremont and Carson Streets from 12th - 13th Street;

Between Market and Jay Streets from 10th - 12th Street;

Provides and estimated useful life of 25 years;

Anticipated Construction in 2022

**Project No. 4** -(2018-19 moved to 2022-23) City Wide Cape Seal (various streets); provide a Cape Seal (chip seal overlain with a micro paving) at the following locations:

Clay Street between 11th and 12th Street;

Main Street between 6th and 8th Street;

Fremont Street between 3rd and 5th Street; and 9th - 10th Street; and B St. to Bridge Street;

11th Street between Oak and Parkhill Street;

Lafayette between 6th and 7th Street;

Provides and estimated useful life of 10 years;

Anticipated Construction in 2021

**Project No.5** (2021-2022 moved to 2022-23) Purchase of Street Sweeper. The City has a need to buy a new sweeper to keep the streets cleaned. The City is seeking to make a



lease to purchase agreement. The City ordered the sweeper but have not received it due to the several factors, including supply chain, shortage of chip etc.

The estimated total cost of equipment is \$255,450 with the annual payment of \$55,200.

Provided and estimated useful life of equipment is 10 years.

Anticipated purchased date is July or August 2022.

**Project No.6** (2022-23) Purchase of RoadSaver. The city's roads are severely in bad condition. The city cannot build new roads because of the lack of funds. The city is planning to purchase a sealer to seal the existing roads to extend their lives. The opportunity to use SB1 fund for RoadSealer purchase is one of the best uses.

The estimated total cost of equipment is \$140,000

Provided and estimated useful life of equipment is 10 years.

Anticipated purchased date is August or September 2022.

**PASSED AND ADOPTED** by the City Council of the City of Colusa, State of California this 21 day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

THOMAS REISCHE, MAYOR

---

Shelly Kittle, City Clerk



## City of Colusa California

### STAFF REPORT

**DATE:** June 21st, 2022

**TO:** Mayor and Members of the City Council

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

#### **AGENDA ITEM:**

**Subject:** Consideration of Resolution approving the maximum vacation accrual limit and the requirements to sell back vacation accruals for all groups except the Fire Fighter Association. Also, consider approving the Bilingual pay for all groups.

#### **Recommendation:**

Council to approve the attached side letter along with Exhibit "A" to clean up the MOU content for all groups as listed above.

Council to adopt Resolution 22-\_\_ adopting the amendment to vacation accrual and vacation sell back plan and bilingual pay as stated in the side letter.

#### **BACKGROUND ANALYSIS:**

Currently, the city has five different MOUs including the Fire Fighter Association and they all have a different maximum accrual limit for vacation from one and one half (1 ½ ) of annual accrual to two and one half (2 ½ ) of annual accrual.

The council established an ad hoc committee. The ad hoc committee discussed the several options and finalized the one presented with the side letter as an exhibition "A".

The maximum vacation accrual option remained the same that the department head group will be able to accrue double the number of hours they accrue in a year, while other groups will accrue one and one half (1 1/2) number of the hours per year.

Sell back option is divided into four tiers based on the employee's seniority date. The employee must maintain 80 hours in the book and use 40 hours in the last twelve months to utilize sell back option. The sell back options are listed in exhibit "A"

The City manager will have the option to approve the sell back request under special circumstances.

All the employees are a member of a certain group. This is a meet and confers item. The side letter will take effect upon the agreement of all groups.

Only two groups, police officers and Miscellaneous group are entitled to bilingual pay. It should be offered to the department head, middle management, and firefighter association.

**BUDGET IMPACT:**

Currently, eleven employees have above the allowable limit with 527 hours estimated cost of 13,727 dollars. The city will cash out above the limit hours and give employees up to two months to use or cash out the hours. The software system will automatically monitor the maximum allowable hours for each employee and stop accruing above the limit hours after the approval from all groups.

**ATTACHMENTS:**

A side letter to clean the MOU Vacation and Bilingual plan.

Resolution 22-\_\_\_ adopting the amendment to vacation accrual and vacation sell back plan and bilingual pay as stated in the side letter.

**EXHIBIT A**

			Maximum Accrual				VACATION SELL BACK OPTIONS										
	Years of Service	Vacation Accrual per year	Dept. Head	Middle Mgmt.	Misc. Group	Police	Department Head			Middle Mgmt.			Miscellaneous			Police	
							Maintain	Use	Sell Back	Maintain	Use	Sell Back	Maintain	Use	Sell Back	Maintain	Use
Tier 1	0 Years to 2 Years	80	160	120	120	120	80	0	0	0	0	0	0	0	0	0	0
Tier 2	2 Years to 5 Years	80	160	120	120	160	80	40	20	80	40	20	80	40	20	80	40
Tier3	5 Years to 15 Years	120	240	180	180	240	80	40	40	80	40	40	80	80	40	80	80
Tier 4	15 Years and above	160	320	240	240	320	80	40	80	80	40	40	80	80	80	80	80

Fire Dept.					Fire Department	
					Use	Sell Back
Tier 1	0 Years to 5 Years		201	502.5	80	50
Tier 2	5 Years and above		273	682.5	80	100

Sell Back
0
20
40
80

SIDE LETTER BETWEEN  
CITY OF COLUSA  
COLUSA Department Head, Mid- Management,  
POA and Miscellaneous  
Effective June 21<sup>st</sup>, 2022

**Department Head Group, Mid-Management, Police Officer Association, Miscellaneous:**

Positions represented by this bargaining unit: Full Time All City Employees except Fire Fighter Association

**Maximum Vacation Accrual and Vacation Sell back Change**

All Groups except Fire Fighters Association and department head group will be allowed to accrue the 1 and ½ time of their annual accrual. Department Head group are permitted to accrue 2 times their annual accrual.

All groups except Fire Fighter Association, are divided into four tiers based on the date of employment to sell back the vacation accrual, as explained in the attached Exhibit "A".

The employee is required to maintain eighty (80) hours balance and use forty (40) hours during the last twelve months before selling back to the City.

The Bilingual Pay is added to all groups including the Fire Fighter Association. It is 5% of the base salary.

\_\_\_\_\_  
Colusa Department Head, Representative

\_\_\_\_\_  
Colusa Mid -Management, Representative

\_\_\_\_\_  
Colusa POA President, David Jackson

\_\_\_\_\_  
Colusa FFA President, Dave Avera

\_\_\_\_\_  
Labor Relations Consultant, John Coburn

\_\_\_\_\_  
Colusa Miscellaneous, Representative

CITY OF COLUSA

\_\_\_\_\_  
Thomas Reische - Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Jones – City Attorney

## RESOLUTION NO. 22 –

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA ADOPTING THE AMENDMENT TO VACATION ACCRUAL AND VACATION SELL BACK PLAN AND BILINGUAL PAY AS STATED IN THE SIDE LETTER

**WHEREAS**, the City's current vacation accrual and vacation sell back plan has not been working for the employees and the city has above the approved limit vacation hours accrued,

**WHEREAS**, Bilingual pay is offered to Miscellaneous group and Police Officers Association, the staff suggest adding the Fire Fighter Association, Middle Management group, and the Department Head group,

**THEREFORE**, be it resolved that the amendment to the existing MOUs is approved by the attached side letter.

**PASSED AND ADOPTED** as a Resolution of the City Council of the City of Colusa, at its regular meeting duly held on the 21st day of June 2022, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

Attest:

\_\_\_\_\_  
Shelly Kittle, City Clerk

## RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA ORDERING THE SUMMARY VACATION AND ABANDONMENT OF A RIGHT OF WAY FOR PURPOSES OF A PUBLIC SANITARY SEWER EASEMENT CROSSING A PROPERTY LOCATED AT 1717 HIGHWAY 20 ALSO KNOWN AS APN 002-120-029

WHEREAS, The City of Colusa, State of California, has an existing, yet undefined sanitary sewer easement on property located adjacent to Highway 20, on APN 002-120-029, which was granted to the County in 1911. This easement has not and does not serve the purposes for which it was granted, and

WHEREAS, The City Council of the City of Colusa may vacate all or part of a street, highway, or public service easement pursuant to the Public Streets, Highways, and Service Easements Vacation Law (State of California Streets & Highways Code, § 8300 et seq.); and

WHEREAS, the summary vacation proceedings are to be conducted pursuant to the provisions in § 8330 – 8336, Chapter 4 of Part 3, Division 9, entitled “Summary Vacation,” of the State of California Streets & Highways Code; and

WHEREAS, the summary vacation requirement for a public street/right of way has been met, pursuant to §8331 and §8334 of the California Streets & Highways Code.

WHEREAS, this area was dedicated for a public purpose, sewer easement, which the City of Colusa has determined does not exist over this excess area, that the area has never been used by the City of Colusa, and there are no current or planned public improvements for this excess right of way, therefore the City Council is directing the City Manager to reconvey the property to the current owner under California Government Code § 66477.5(c).

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Council of the City of Colusa hereby orders the summary vacation and abandonment of the sanitary sewer easement crossing said property referred to herein.
2. A public hearing is not required and the use of a summary proceeding is allowed for the vacation of this public street by having met both of the following cases specified in California Streets and Highways Code section 8331:
  - a. For a period of five consecutive years, the street has been impassable for vehicular travel.
  - b. No public money was expended for maintenance on the street during such period.



- c. Separately and in addition to the provisions stated above the right of way to be abandoned is not required for street or highway purposes. California Streets and Highways Code section 8334(a) authorizes the use of the summary abandonment procedure.
  - d. Furthermore the right of way to be abandoned lies within property under one ownership and it does not continue through such ownership. California Streets and Highways Code section 8334(b) authorizes the use of the summary abandonment procedure.
- 3. The vacation and abandonment of the street shall become effective the date this Resolution is recorded.
- 4. The City Manager is hereby authorized to reconvey the excess right of way to the current property owner.

PASSED and ADOPTED this 21<sup>st</sup> day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

THOMAS REISCHE, MAYOR

Attest:

---

Shelly Kittle, City Clerk



## *City of Colusa City Council* **STAFF REPORT**

DATE: June 21, 2022  
TO: Mayor and Members of the City Council  
FROM: Jesse Cain, City Manager Office

### **AGENDA ITEM:**

Fiscal Year 2022-23 Comprehensive Fee Schedule public hearing.

### **REQUESTED ACTION:**

Adopt resolution approving Fiscal Year 2022-23 Comprehensive Fee Schedule changes and additions.

### **BACKGROUND:**

In 2009, a study was completed by Maximus to determine and set user fees favorable to recovering costs for City services, user fees, and regulatory activities. The City reviews the fee schedule each year and is required to conduct public hearing prior to the implementation of any changes or additions made to the fee schedule. If approved, all changes will go into effect July 1<sup>st</sup>, 2022, unless otherwise stipulated.

Changes and/or additions are highlighted in yellow with red font located within schedule "A" of the Comprehensive Fee Schedule FY 2022-23.

### **BUDGET:**

Cost recovery for provided services.

### **ATTACHMENTS:**

Schedule A - Preliminary Comprehensive Fee Schedule.  
Resolution 22-

# City of Colusa Comprehensive Fee Schedule FY 2022-23



21-Jun-22  
Resolution:

### **Fee Schedule 2022-23**

- 1.) All Time and Materials charges are calculated as costs to the city based on the salary band of the
- 2.) All fees are eligible for an annual Cost-of-living adjustment based on the San Francisco Bay Area
- 3.) Time and Material charges for employees reflect the salary scale current at the time the charges are

City of Colusa					
Police Department					
Fee Schedule FY 2022-23					
Fee #	Fee Name	Unit	Fee Amount	T&M in addition to Fee	Notes
PD 1	Certified Crime/Incident Report	Per Issuance	\$5 for first 10		
PD 2	Certified Traffic Accident Report	Per Issuance	\$5 for first 10		
PD 3	Photos (Digital), first 4	Per Issuance	\$10.00		
PD 4	Photos (Digital), every 4 after first 4	Per Issuance	\$5.00		
FA3c	Backside of a two-sided copy	Per back	\$0.10		
PD 5	Citation Sign-Off	Per Issuance	\$10.00		
PD 6	Vehicle Release*	Per Issuance	\$15.00		
PD 7	Repossessed Vehicle Release*	Per Issuance	\$100.00		
PD 8	Concealed Weapon Permit (New)*	Per Issuance	\$160.00		
PD 9	Concealed Weapon Permit (Renewal)*	Per Issuance	\$77.00		
PD 10	Code Enforcement—Vehicle Abatement	Per Issuance	\$250.00		
PD 11	Clearance Letter	Per Issuance	\$25.00		
PD 12	DUI Accident Response Recovery (Plus	T&M	\$70.00	Y	
PD 13	Employment Records Check	Each	\$20.00		
PD 14	Alarm Permit (New & Annual Renewal)	Each	\$20.00		
PD 15	False Alarm—First	Each	\$0.00		
PD 16	False Alarm—Second	Each	\$0.00		
PD 17	False Alarm—Third and subsequent	Each	\$35.00		
PD 20	Fingerprinting	Each	\$25.00		
PD 21	Permits—Alcohol Sales, Special Event	Per Event	\$6.00		
PD 22	Permits—Bingo	Per Issuance	\$25.00		
PD 23	Permits—Firearm Dealers, new	Per Issuance	\$150.00		
PD 24	Permits—Firearm Dealers, annual	Per Issuance	\$50.00		
PD 25	Permits—Public Dance	Per Issuance	\$25.00		
PD 26	Permits—Taxi Drivers, Initial	Per Issuance	\$150.00		
PD 27	Permits—Taxi Drivers, Annual Renewal	Per Issuance	\$30.00		
PD 28	Permits—Taxi Drivers, Lost Permit	Per Issuance	\$30.00		
PD 29	Permits—Tobacco Sales, Fixed	Per Code	\$50.00		
PD 30	Traffic Control—Planned, contractors &	T&M	\$50.00	Y	
PD 31	Traffic Control—Non City Special	T&M	\$5.00	Y	
PD32	All other special services	T&M	\$5.00	Y	
PD 33	Parking Penalty: Alley Parking	Each	\$78.00		
PD 34	Penalty Enhancement: Alley Parking	Each	\$116.00	Y	
PD 35	Parking Penalty: All Night Parking	Each	\$38.00		
PD 36	Penalty Enhancement: All Night Pkg	Each	\$76.00	Y	
PD 37	Parking Penalty: Angle Parking	Each	\$38.00		
PD 38	Penalty Enhancement: Angle Parking	Each	\$76.00	Y	
PD 39	Parking Penalty: Curb Parking	Each	\$38.00		
PD 40	Penalty Enhancement: Curb Parking	Each	\$76.00	Y	
PD 41	Parking Penalty: Bus Zone Parking	Each	\$38.00		
PD 42	Penalty Enhancement: Bus Zone Pkg	Each	\$76.00	Y	
PD 43	Parking Penalty: Crosswalk Parking	Each	\$78.00		
PD 44	Penalty Enhancement: Crosswalk Pkg	Each	\$116.00	Y	
PD 45	Parking Penalty: Curb Zone Parking	Each	\$38.00		
PD 46	Penalty Enhancement: Curb Parking	Each	\$76.00	Y	
PD 47	Parking Penalty: Designated Streets	Each	\$38.00		
PD 48	Penalty Enhancement: Designated Sts	Each	\$76.00	Y	
PD 49	Parking Penalty: Disabled Parking	Each	\$308.00		
PD 50	Penalty Enhancement: Disabled Prkg	Each	\$346.00	Y	
PD 51	Dismissal Fee: Disabled Placard	Each	\$10.00		
PD 52	Parking Penalty: Blocking Driveway	Each	\$78.00		
PD 53	Penalty Enhancement: Blocking Drvwy	Each	\$116.00	Y	
PD 54	Parking Penalty: Fire Hydrant	Each	\$78.00		
PD 55	Penalty Enhancement: Fire Hydrant	Each	\$116.00	Y	
PD 56	Parking Penalty: Fire Lane	Each	\$78.00		
PD 57	Penalty Enhancement: Fire Lane	Each	\$116.00	Y	
PD 58	Parking Penalty: FD Driveway	Each	\$78.00		
PD 59	Penalty Enhancement: FD Driveway	Each	\$116.00	Y	
PD 60	Parking Penalty: "For Sale" Parking	Each	\$38.00		
PD 61	Penalty Enhancement: "For Sale" Pkg	Each	\$76.00	Y	

PD 62	Parking Penalty: Within Intersection	Each	\$78.00		
PD 63	Penalty Enhancement: Within Intersect	Each	\$116.00	Y	
PD 64	Parking Penalty: Outside Painted Stall	Each	\$38.00		
PD 65	Penalty Enhancement: Outside Space	Each	\$76.00	Y	
PD 66	Parking Penalty: Vendor Street Prkg	Each	\$38.00		
PD 67	Penalty Enhancement: Vendor Prkg	Each	\$76.00	Y	
PD 68	Parking Penalty: Repairs on Street	Each	\$38.00		
PD 69	Penalty Enhancement: Repairs on St.	Each	\$76.00	Y	
PD 70	Parking Penalty: Safety Zone	Each	\$116.00		
PD 71	Penalty Enhancement: Safety Zone	Each	\$116.00	Y	
PD 72	Parking Penalty: School Zone	Each	\$38.00		
PD 73	Penalty Enhancement: School Zone	Each	\$76.00	Y	
PD 74	Parking Penalty: Sidewalk Ramp	Each	\$78.00		
PD 75	Penalty Enhancement: Sidewalk Ramp	Each	\$116.00	Y	
PD 76	Parking Penalty: Sidewalk Parking	Each	\$78.00		
PD 77	Penalty Enhancement: Sidewalk Prkg.	Each	\$116.00	Y	
PD 78	Parking Penalty: Parkway Parking	Each	\$38.00		
PD 79	Penalty Enhancement: Parkway Pkng	Each	\$76.00	Y	
PD 80	Parking Penalty: 120 Hour Parking	Each	\$38.00		
PD 81	Penalty Enhancement: 120 Hr. Prkg.	Each	\$76.00	Y	
PD 82	Parking Penalty: Temp. No Parking	Each	\$78.00		
PD 83	Penalty Enhancement: Temp No Prkg.	Each	\$116.00	Y	
PD 84	Parking Penalty: Truck/Trailer Parking	Each	\$76.00		
PD 85	Penalty Enhancement: Truck/Trlr Prkg	Each	\$116.00	Y	
PD 86	Parking Penalty: Unattended Vehicle	Each	\$38.00		
PD 87	Penalty Enhancement: Unatt. Vehicle	Each	\$76.00	Y	
PD 88	Parking Penalty: Prkg w/Occupant	Each	\$78.00		
PD 89	Penalty Enhancement: Prkg w/Occ.	Each	\$116.00	Y	
PD 90	Parking Penalty: Car Wash for Profit	Each	\$38.00		
PD 91	Penalty Enhancement: Car Wash for	Each	\$76.00	Y	
PD 92	Parking Penalty: 6 Ft + Height	Each	\$78.00		
PD 93	Penalty Enhancement: 6 Ft+ Height	Each	\$116.00	Y	
PD 94	Parking Penalty: 10k Lb / 8 Ft Height	Each	\$78.00		
PD 95	Penalty Enhancement: 10k Lb / 8' Ht.	Each	\$116.00	Y	
PD 96	Parking Penalty: Trailer Parking	Each	\$38.00		
PD 97	Penalty Enhancement: Trlr Prkg	Each	\$76.00	Y	
PD 98	Parking Penalty: Golf Cart Parking	Each	\$38.00		
PD 99	Penalty Enhancement: Golf Cart Prkg	Each	\$76.00	Y	
PD100	Traffic Penalty: Golf Cart Street Use	Each	\$38.00		
PD101	Amending a Concealed weapons Permit	Each	\$10.00		
PD102	Firearms Storage Fee	Each	\$65.00 first		
	<sup>1</sup> Per Maximus Fee Study				
	<sup>2</sup> Per Maximus Fee Study plus CPI for two years as study was substationally completed in 2008				
	<sup>3</sup> Fee is set by CA State Statute				
	<sup>4</sup> Maximus Study did not include direct costs in this amount				

City of Colusa						FDR - Fire Dept Review
Fire Department						FDI - Fire Dept Inspection
Fee Schedule FY 2022-23						FD - Fire Dept Fee
Fee #	Fee Name	Unit	Fee Amount	T&M in addition to Fee	Deposit Calculations	NOTES:
	<b>Plan Reviews:</b>					
FD1	All outside plan review services will		T&M		\$300.00	
	<b>Inspections:</b>					
FD2	All outside inspection services will		T&M			
FA3c	Backside of a two-sided copy	Per back side	\$0.10			
	<b>PLAN REVIEW</b>					
FDR1	Fire Sprinkler System 13 & 13R	per riser	T&M		1.5 hr plus +	
FDR2	<b>Residential Fire Sprinkler System</b>	per riser	T&M		1.5 hr plus +	
	<b>Fire Sprinkler System TI</b>					
FDR3	System	per riser	T&M		1.5 hr plus +	
	<b>Additional Sprinkler review items</b>					
FDR4	Hydraulic Calculations	per system	T&M			
FDR5	Anti Freeze System	per system	T&M			
FDR6	Dry Pipe Valve	per system	T&M		1.5 hr	
FDR7	Deluge Pre Action	per system	T&M		1.5 hr	
FDR8	Fire Pump	per pump	T&M		1.5 hr	
	<b>Water Storage tanks</b>					
FDR9	Gravity	per tank	T&M		1 hr	
FDR10	Pressure	per tank	T&M		1 hr	
FDR11	Fire Stand Pipe system	per riser	T&M		1 hr	
	<b>Fire Alarm System</b>					
FDR12	Per System	per system	T&M		1.5 hr + 1.00	
	<b>Additional fire alarm review</b>					
FDR13	Graphic annunciator review	each	T&M		1 hr	
	<b>INSPECTIONS</b>					
FDI1	Fire Sprinkler System 13 & 13R	per riser	T&M		1.5 hr + 1.00	
FDI2	<b>Residential Fire Sprinkler System</b>	per riser	T&M		1 hr + 1.00	
FDI3	Hydrostatic test	per hour	T&M		1.5 hr if	
	<b>Fire Sprinkler System TI</b>					
FDI4	System	per riser	T&M		1.5 hr + 1.00	
	<b>Additional Sprinkler system</b>					
FDI5	Hydrostatic testing	per hour	T&M		2 hr NFPA	
FDI6	Anti Freeze System	per system	T&M		1 hr	
FDI7	Dry Pipe Valve	per system	T&M		1 hr	
FDI8	Deluge Pre Action	per system	T&M		1 hr	
FDI9	Fire Pump	per pump	T&M		1 hr	
	<b>Water Storage tanks</b>					

FDI10	Gravity	per tank	T&M		1.25 hr	
FDI11	Pressure	per tank	T&M		1.25 hr	
FDI12	Fire Stand Pipe system	per riser	T&M		1 hr	
	<b>Fire Alarm System</b>					
FDI13	System	per system	T&M		1.5 hr + 1.00	
FDI14	Graphic annunciator	each	T&M		1.25 hr	
	<b>Permit Reviews</b>					
FD3	Outside plan review services will be		T&M			
	<b>Installation permits</b>					
FDR14	Dry Chemical System	each	T&M		1.5 hr	
FDR15	Wet Chemical / Hood Ext System	each	T&M		1.5 hr	
FDR16	Paint Spray booth	each	T&M		1.5 hr	
FDR17	Propane Tank	each	T&M		1.5 hr	
FDR18	Aboveground Flammable liquid	per site	T&M		1.5 hr	
FDR19	Underground Flammable liquid tank	per site	T&M		1.5 hr	
FDR20	Complete fuel dispensing system	per site	T&M		1.5 hr	
FDR21	Smoke control UFC Article 81	each	T&M		1.5 hr	
FDR22	Smoke control IBC Chapter 9	each	T&M		1.5 hr	
FDR23	Medical Gas Alarms					
FDR24	Medical Gas Alarms Level 1	per system	T&M		1.25 hr	
FDR25	Medical Gas Alarms Level 2 Dental	per system	T&M		1.25 hr	
FDR26	Medical Gas Alarms Level 3 Dental	per system	T&M		1.25 hr	
	<b>Annual Permits</b>					
FDR27	Dry Cleaning Plant	per permit	T&M		1.5 hr	
FDR28	Hot Work Operations	per permit	T&M		1.5 hr	
FDR29	Liquid Gas - Store, Use, Handle	per permit	T&M		1.5 hr	
FDR30	Lumber Yard	per permit	T&M		1.5 hr	
FDR31	Places of Assembly	per permit	T&M		1.5 hr	
FDR32	Repair Garages	per permit	T&M		1.5 hr	
FDR33	Tire Storage	per permit	T&M		1.5 hr	
FDR34	<b>Hazardous Materials Storage /</b>	per permit	T&M		1 hr + \$1.00	
	<b>Activity Permits</b>					
FDR35	Bowling Pin / Alley Refinishing	per permit	T&M		1.25 hr	
FDR36	Candles and Open Flames in	per permit	T&M		1.25 hr	
FDR37	Carnivals and Fairs	per permit	T&M		1.25 hr	
FDR38	Fireworks - Display	per permit	T&M		1.25 hr	
FDR39	Fireworks - Retail Stands	per permit	See			
FDR40	Open Burning - 30 day permit	per permit	\$30.00			
FDR41	Parade Float	per permit	T&M			
FDR42	Pyrotechnical Special Effects	per permit	T&M		1.25 hr	
FDR43	Temporary Membrane Structures,	per permit	T&M		1.25 hr	
	<b>Permit Inspections</b>					
	<b>Installation permits</b>					
FDI15	Dry Chemical System	each	T&M		1.25 hr	
FDI16	Wet Chemical / Hood Ext System	each	T&M		1 hr	
FDI17	Paint Spray booth	each	T&M		1 hr	
FDI18	Propane Tank	each	T&M		1.25 hr	
FDI19	Aboveground Flammable liquid	per site	T&M		1.5 hr	



FDI20	Underground Flammable liquid tank	per site	T&M		1.5 hr	
FDI21	Complete fuel dispensing system	per site	T&M		1.5 hr	
FDI22	Smoke control UFC Article 81	each	T&M		1.5 hr	
FDI23	Smoke control IBC Chapter 9	each	T&M		1.5 hr	
FDI24	Medical Gas Alarms	each	T&M		1.25 hr	
FDI25	Medical Gas Alarms Level 1	per system	T&M		1.25 hr	
FDI26	Medical Gas Alarms Level 2 Dental	per system	T&M		1.25 hr	
FDI27	Medical Gas Alarms Level 3 Dental	per system	T&M		1.25 hr	
	<b>Annual Permits</b>					
FDI28	Dry Cleaning Plant	per permit	T&M		1.5 hr	
FDI29	Hot Work Operations	per permit	T&M		1 hr	
FDI30	Liquid Gas - Store, Use, Handle	per permit	T&M		1 hr	
FDI31	Lumber Yard	per permit	T&M		2.0 hr	
FDI32	Places of Assembly	per permit	T&M		1 hr	
FDI33	Repair Garages	per permit	T&M		1.25 hr	
FDI34	Tire Storage	per permit	T&M	Y	1.25 hr	
FDI35	<b>Hazardous Materials Storage /</b>	per permit	T&M		\$123.00 +	
	<b>Activity Permits</b>					
FDI36	Bowling Pin / Alley Refinishing	per permit	T&M		\$98.00	
FDI37	Candles and Open Flames in	per permit	T&M		\$98.00	
FDI38	Carnivals and Fairs	per permit	T&M		\$98.00	
FDI39	Fireworks - Display	per permit	T&M		\$98.00	
FDI40	Fireworks - Retail Stands	per permit	\$15.00	Set by Ordinance 261		
FDI41	Parade Float	per permit	T&M		1 hr	
FDI42	Pyrotechnical Special Effects	per permit	T&M		1 hr	
FDI43	Temporary Membrane Structures,	per permit	T&M		1 hr	
	<b>Pre Occupancy Commercial</b>					
FDI44	Up to 1,999 sq ft	per clearance	T&M		1 hr	
FDI45	2,000 to 4,999 sq ft	per clearance	T&M		1.25 hr	
FDI46	5,000 to 9,999 sq ft	per clearance	T&M		1.5 hr	
FDI47	10,000 sq ft and up	per clearance	T&M		2.0 hr	
	<b>Pre Occupancy Residential</b>					
	Prior to issuance of a fire safety					
FDI48	Single family Dwelling	per clearance	T&M	Y	1 hr	
FDI49	Apartments	per clearance	T&M	Y	1 hr + \$10.00	
	<b>State Mandated Inspections (H&amp;S)</b>					
FDI50	Residential Child Care Facility - Pre	Per clearance	25 or less		Set by H&S	
FDI51	Residential Care Facility for the	Per clearance	25 or less		Set by H&S	
FDI52	Community Care Facilities	Per clearance	25 or less		Set by H&S	
FDI53	Large Family Day Care	Per clearance	Actual cost		regulated by	
	<b>Hospital</b>					
FDI54	0 - 99 beds		T&M		1.5 hrs	
FDI55	100 - 249 beds		T&M		2.5 hrs	
FDI56	250 + beds		T&M		3.5 hrs	
	<b>Other Fire Fees</b>					
FDI57	Hydrant / Underground fire service	per system	T&M		1 hr	

FDI58	False Alarms - more than 2 per year	per incident	\$116.00	Y		
FDI59	Negligence fire response		\$173.00	Y		
FDI60	Late payment for false alarm and					Same as Utility Late
FDI61	30 - 59 days past due	per invoice	\$50.00	Y		
FDI62	60 - 89 days past due	per invoice	\$100.00	Y		
FDI63	90+ days past due	per invoice	\$150.00	Y		
FDI64	Each additional 30 days past due	per invoice	\$50.00	Y		
FDI65	Weed Abatement Enforcement Per	per hour	T&M		1.25 hr	
FDI66	Weed abatement contractual	per lot	T&M			
FDI67	Code enforcement after first	per hour	T&M		1 hr	
FDI68	Code Enforcement contractual		T&M			
FDI69	Outside Special Fire Plan Examiner		T&M	Y		
	<b>Copy of Report Requests</b>					
FD4	Photos (Digital), first 4	Per Issuance	\$10.00	Y		
FD5	Photos (Digital), every 4 after first 4	Per Issuance	\$5.00	Y		
FD6	Audio, Video Tape / CD	per item	T&M	Y		
	Certified Report	Per Issuance	\$5.00 for first			
FD11						
FDI69	Inspections not listed - 1 hour	per hour	T&M		1 hr	
FDI70	Re - Inspection fee - 1 hour	per hour	T&M		1 hr	
FDR44	Plan Review not listed - 1 hour	per hour	T&M		1 hr	
FDR45	Administrative charge for excessive	per	T&M		1 hr	
FDI71	Inspection outside of regular	per hour	T&M		1 1/2 times	
	<b>Equipment Rates</b>					
	<b>Apparatus:</b>					
FD8	Truck	per hour	\$150.00	Y		
FD9	Engine	per hour	\$100.00	Y		
FD10	Staff Vehicle	per hour	\$50.00	Y		
FD12	Other Equipment	Contract	per contract	Y		

City of Colusa					
Code Enforcement					
Fee Schedule FY 2022-23					
Fee #	Fee Name	Unit	Fee Amount	T&M in addition to Fee	Notes
CE1	1st Infraction Code Enforcement	Incident	\$ 100.00	Y	Set by Ord
CE2	2nd Infraction Code Enforcement	Incident	\$ 200.00	Y	Set by Ord
CE3	3rd Infraction Code Enforcement	Incident/subseque	\$ 500.00	Y	Set by Ord
FA3c	Backside of a two-sided copy	Per back side	\$ 0.10		
	Liens placed on property due to Code Enforcement use Finance & Admin Fees FA13				

City of Colusa						
Building Department						
Fee Schedule FY 2022-23						
Fee #	Fee Name	Unit	Building Fee Amount	Application Fee required	Plan Check Fee is 65% of Building Fee, take at application	Notes
<b><u>COMMERCIAL</u></b>						
BD0	<b>Commercial New or Addition</b> 200 sq. ft. of affected area.	Per Issuance	\$ 451.00	\$ 47.00	\$344.00	
	each additional sq. ft. includes all elect/plumb/mech.	Per Issuance	\$ 0.90	\$ 47.00	YES	
	<b>Commercial Re-model</b> 200 sq. ft. of affected area.	Per Issuance	\$ 283.00	\$ 47.00	\$200.00	
	each additional sq. ft. includes all elect/plumb/mech.	Per Issuance	\$ 0.50	\$ 44.75	YES	
	<b>All Commercial Projects require a CASP Inspection before C of O</b>	Per Issuance	T & M	YES	YES	Occupancy, This Inspection is contracted
	<b>Commercial Demolition or Occupancy Permit - Plot Plan &amp; Floor</b>		\$ 270.00	\$ 47.00	NO	
	<b>Plan Check Fees</b> (applies after the 2nd correction or special					
BD10	*Residential (after 2nd check)				T&M	
BD11	*Commercial (after 2nd check)				T&M	
<b><u>RESIDENTIAL</u></b>						
	<b>Residential New Construction or Addition</b> 200 sq. ft. affected area.	Per Issuance	\$ 283.00	\$ 47.00	\$221.00	
	each additional sq. ft. includes all elect/plumb/mech.	Per Issuance	\$ 1.13		YES	
	<b>Residential Re-model</b> 200 sq.ft. of affected area		\$ 283.00	\$ 47.00	\$ 221.00	
	each additional sq. ft. includes all elect/plumb/mech.		\$ 0.30		YES	
	CASP Inspection is not required for Residential					
BD4	<b>Residential Demolition or Occupancy Permit - Plot Plan &amp; Floor</b>		\$ 170.00	\$ 47.00	NO	
<b><u>MISC. PERMITS AND FEES</u></b>						
	Building Permit Application Fee			\$ 47.00		
	Permit Extension Fee			\$ 47.00		
BD2	Electrical Service Change-out		\$ 68.00	\$ 47.00	NO	
BD3	Electric Power Generator		\$ 173.00	\$ 47.00	\$132.00	
BD5	Water Heater/Fire Place Insert Change-out		\$ 68.00	\$ 47.00	NO	
BD6	Residential & Commercial Solar Permit		\$ 475.00	included	included	
	Detached Garage/Accessory Building/Storage/Carport under 250 sq. ft.		\$ 173.00	\$ 47.00	\$132.00	
BD7	each additional sq. ft. includes all elect/plumb/mech.		\$ 0.20		YES	
BD8	HVAC New Install or Change-out		\$ 100.00	\$ 47.00	NO	
BD 13	Water or Sewer Line Replacement - plot plan required		\$ 68.00	\$ 47.00	NO	
	New Patio, Porch Covers or Decks (electrical add \$65 to Bldg Fee)		\$ 173.00	\$ 47.00	\$132.00	
BD 14	Patio Covers or Deck repairs (like for like)		\$ 173.00	\$ 47.00	NO	
BD 18	All Re-Roof/ overlays Permit (no alterations included)		\$ 231.00	\$ 47.00	NO	
BD 19	Retro-Windows/Doors		\$ 183.00	\$ 47.00	NO	
	Stucco or siding (more than 200 sq. ft. of area)		\$ 103.00	\$ 47.00	NO	
BD 15	Sign Permit includes Electrical		\$ 68.00	\$ 47.00	\$44.00	
BD 16	Block wall fence--(3 inspections)		\$ 173.00	\$ 47.00	\$132.00	
BD 17	including plan check, based on commercial Plan Check for these unit is foundation only, all other done HCD/State		\$ 745.00			
	In-ground Pool/Spas/Hot Tubs includes electric/Plumb/Mech. - requires		\$ 388.00	\$ 47.00	\$296.00	
BD20	Above ground/portable Pools/Spas/Hot Tubs includes Electric - requires a pre-site inspection for gas or electrical lines		\$ 173.00	\$ 47.00	NO	
BD21	General Plan Management Fee	application	4%			of Building Permit Fee

City of Colusa					
Finance and Administration Department					
Fee Schedule FY 2022-23					
Fee #	Fee Name	Unit	Fee Amount	Deposit	
FA1	Business License Application Fee	Per Issuance	\$50.00		
FA2	Business License Renewal Fee	Per Issuance	\$40.00		
FA3	Copying Expense Black and White 8 1/2 x 11	Per page	\$0.25		
FA3b	Copying Expense Black and White other size	Per page	\$0.50		
FA3c	Backside of a two-sided copy	Per back side	\$0.10		
FA4	Copying Expense Color	Per page	\$1.00		
FA5	Public Records Request	Per page	\$0.25		
FA5a	Notary	Per issuance	\$15.00		
FA6	Photos (Digital), first 4	Per Issuance	\$10.00		
FA7	Photos (Digital), every 4 after first 4	Per Issuance	\$5.00		
FA8	Rental for City Hall Conference Room	Per Day	\$50.00		
FA9	Rental for City Hall Hallway	Per Day	\$25.00		
FA10	Rental for City Hall Council Chambers	Per Day	\$35.00		
FA11	Rental for City Hall Auditorium	Per Day	\$75.00		
FA12	Bad Check Fee (NSF)	Per Occurance	\$50.00		
FA13	Property Lien Filing Fees		T&M		
FA14	Special Events Permits	Per Event	\$0		may be required
FA15	Film Permit	Per Permit	\$0		may be required
FD6	Audio, Video Tape / CD reproduction	per item	\$5.00/CD		
	Marquee Sign		\$50.00/week		
	Cannabis Regulatory Annual Permit Renewal		\$2,000		
	Replacement or reissue of City issued check		\$40		
Business License Application Fee - Semi Anr July-Dec/Jan-Jur			\$50		
Business License Application Fee - Monthly      Monthly			\$50		
Business License Application Fee - Daily         Daily			\$25		

[illegible]

City of Colusa					
Water and Sewer Utilities					
Fee Schedule FY 2022-23					
Fee #	Fee Name	Unit	Fee Amount	addition to Fee	Notes
WS1	New Account Fee (water/sewer)	Per Acct	\$50.00		
WS2	Delinquent Account Fee	Per month	outstanding balance		
FA3c	Backside of a two-sided copy	Per back	\$0.10		
	<b>WATER</b>				
W1	hydrant meter permit	Per meter	\$30/month plus usage		
W4	new service: tap, pipe and meter	Per meter	1" - \$1600 -		
W5	meter inspection	Per meter	\$100 per Meter	Y	
	<b>PENALTY</b>				
WS5	bypass of meter/valve	Per meter	\$100 Fee plus	Y	
W6	shutoff list (2 trips for empl.)	Per meter	\$50.00 Turn on fee	Y	
	<b>SEWER</b>				
S1	grease trap inspection annual fee	Per trap	\$100/inspection	Y	
S2	sewer encroachment permit	Per permit	\$100/inspection	Y	

City of Colusa						
Parks and Recreation						
Fee Schedule FY 2022-23						
Fee #	Fee Name	Unit	Fee Amount	Deposit Calculation	Notes	
FA3c	Backside of a two-sided copy	Per back side	\$0.10			
	Scout Cabin Rental	Per day	\$300	\$200.00 deposit		
PR10	Pool Facility Rental	Per hr	\$75			
PR11	City Life Guard Fee (Required for Pool	Per hr minimum 2	\$50/hr			
PR12	Reserve Picnic Area - Sankey, Will S Green.	Per half day	\$50 half day			
PR13	Reserve Picnic Area - Memorial & Bandstand	Per Day	\$80			
PR13	Reserve Pavillion in Davison Park	Per Day	\$100			
PR15	Swimming Pool - One time	Per session	\$2			
PR16	Swimming Pool - Family Pass (5 people)	Per season	\$300			
PR17	Swimming Pool - Day Care Season Pass	Per season	\$350			
PR18	Swim Team - Pool Rental (after 5:00 pm)	Per season	\$750			
PR20	Use of City Parks by Non-Colusa Sports	Per 4 hours	\$60			
	Boat Launch Minimum Fine \$50.00 and not to					
	All classes are charged on a break even basis					
	Swimming Pool - Single Person Pool Pass	Per season	\$75.00			
	Swimming Pool - Free Swim Day Event	Per Day, 2x	\$300			



City of Colusa				
State Park Fees				
Fee Schedule FY 2022-23				
Fee #	Fee Name	Unit	Fee Amount	Notes
SP1	Numbered Campsite 1,2,4,11,12,13,&14	Per Night	\$25	
	Numbered Campsite 6,7,8,&9	Per Night	\$35	
	Number Campsite 5&10	Per Night	\$45	
SP2	Enroute Camping	Per Night	\$15	
SP3	Sr. Citizen Overnight Discount	Per Night	\$2	
SP4	Additional Motor Vehicle	Per Night	\$6	
SP5	Boat Launch w/Camping	Per Night	\$7	
SP6	Group Camp	Per Night	\$135	
SP7	Boat Launch & Parking	Per Day	\$13	
SP8	Day Parking	Per Day	\$6	
SP9	Sr. Citizen Day use Discount	Per Day	\$1	
SP10	RV Dump	Per Day	\$6	
SP11	Group Camp area day only	Per Day	\$6 per car	plus \$25
	City of Colusa Boat Launch Yearly Season		\$100	
	State Park Fees are determined by State			

City of Colusa						
Planning Fees						
Fee Schedule FY 2022-23						
Fee #	Fee Name	Unit	Fee Amount	Deposit	Estimated	Notes
PL 1	Pre-Application Meeting	Per application	T&M	1	1	1 free meeting,
PL 2	Abandonment / Vacation request	Per application	T&M	1	4	
PL 3	Appeal Fee (Planning Commission	Per application	T&M	1	8	
PL 4	Appeal Fee other than Applicant	Per application	T&M	1	10	
FA3c	Backside of a two-sided copy	Per back side	\$ 0.10			
PL 5	Annexation (Including LAFCo)	Per application	T&M	1	65	
PL 6	Architectural Review	Per application	T&M	1	15	
PL 7	Certificate of Compliance	Per application	T&M	1	4	
PL 8	Certificate of Merger	Per application	T&M	1	20	
PL 9	Conditional Use Permit, Minor	Per application	\$325		3.25	
PL 10	Conditional Use Permit, Major	Per application	\$750		7.5	
PL 11	Design Review each	Per application	T&M	1	15	
PL 12	Designation of Historical or	Per application	T&M	1	30	
PL 13	Development	Per application	T&M	1	20	
PL 14	Development Agreement—Annual	Per application	T&M	1	15	
PL 15	Development	Per application	T&M	1		
PL 16	Extension of Time for Approved	Per application	T&M	1		
PL 17	Extension of Time for Approved	Per application	T&M		6	
PL 18	Final Map	Per application	T&M	1	25	
PL 19	Flood Plain Development Permit	Per application	T&M	1	20	
PL 20	Flood Plain Development Variance	Per application	T&M	1	10	
PL 21	Flood Plain Development Appeal	Per application	T&M	1	10	
PL 22	General Plan Amendment	Per application	T&M	1	60	
PL 23	Grading Permit Application	Per application	T&M	1	4	
PL 24	Lot Line Adjustment	Per application	\$ 400.00	1	8	plus \$800 for Enrg.
PL 25	Modification Approved Plan,	Per application	T&M	1	6	
PL 26	Modification or Rehearing	Per application	T&M	1	10	
PL 27	Parcel Map	Per application	\$1,000		10	plus \$1500 for Enrg.
PL 28	Record of Survey	Per application	T&M	1	4	
PL 29	Reversion to Acreage	Per application	T&M	1	20	
PL 30	Site Plan Review—SF Residential,	Per application	T&M	1	20	
PL 31	Site Plan Review—SF Residential,	Per application	T&M	1	25	
PL 32	Site Plan Review—MF Residential	Per application	T&M	1	20	
PL 33	Site Plan	Per application	T&M	1	30	
PL 34	Sign Permit, Minor	Per application	\$50	1	0.5	
PL 35	Sign Permit, Major	Per application	T&M	1	20	
PL 36	Tentative Parcel Map w/Variance	Per application	T&M	1	20	
PL 37	Tentative Subdivision Map	Per application	T&M	1	40	
PL 38	Tentative Subdivision Map	Per application	T&M	1	40	
PL 39	Variance/Exception to Standards	Per application	\$750		7.5	
PL 40	Vesting Tentative Subdivision Map	Per application	T&M	1	40	
PL 41	Written Verification of Zoning	Per application	T&M	1	0.75	
PL 42	Zoning (Prezoning)	Per application	T&M	1	20	
PL 43	Zoning Text Change	Per application	T&M	1	20	
PL 44	Zoning Map Change	Per application	T&M	1	20	
PL 45	Zone Change—PD Preliminary	Per application	T&M	1	40	
PL 46	Zone Change—PD Major	Per application	T&M	1	20	
PL 47	Zone Change—PD Minor	Per application	T&M	1	10	
	<b>ENVIRONMENTAL REVIEW</b>			1		
PL 48	County Clerk Filing Fee		\$50.00	1		This is a County fee so
PL 49	Environmental Impact Report (City	Per application	T&M	1	80	
PL 50	Environmental Impact Report	Per application	Per Contract	Payment schedule:		If the account is not
PL 51	Fish & Game Code §711.4		2,406.75	1		
PL 52	Fish & Game Code §711.4 w/EIR		3,343.25	1		
PL 53	Initial Study/Negative Declaration	Per application	T&M	1	30	

PL 54	Initial Study/Negative Declaration	Per application	Per Contract	Payment schedule:		If the account is not
PL 55	Negative Declaration	Per application	T&M	'	10	
PL 56	Initial Study/Mitigated Negative	Per application	T&M	'	60	
PL 57	Initial Study/Mitigated Negative		Per Contract	Payment schedule:		If the account is not
PL 58	Notice of Determination	Per application	T&M	'	2	
PL 59	Notice of Categorical Exemption	Per application	T&M	'	2	
PL 60	Other Planning Permits,	Per incident	T&M	'		
	<b><u>OTHER</u></b>					
PL 63	General Plan Management Fee	Per application	4%			Accounting to keep
PL 64	Annexation Admin Fee	Per acre /	\$50/acre			Accounting to keep
PL65	Public Convenience/Necessity Fee		\$325		3.25	

City of Colusa					
Public Works Department					
Fee Schedule FY 2022-23					
Fee #	Fee Name	Unit	Fee Amount	Deposit Calculation	Notes
PW1	Banner Hanging Fee	Per Banner	\$100.00 put		Includes both up up
PW2	sidewalk replacement		\$25 plus T&M	foot	
PW3	curb/gutter replacement		\$25 plus T&M	foot	
PW4	city tree trimming	Service			As funds are
PW5	planting city trees	Hour	\$25 plus T&M		tree not included
PW6	memorial benches	Per Bench	\$25 plus T&M		bench not included
PW7	street closure events/traffic control		\$25		includes signage
PW8	green waste pile pick-up	Per pick-up vis	25.00 per/yard,		
PW9	sand bags		Not for Sale		Non-Emergency only, Weather induced flooding excluded
PW10	city barricades/cones		\$3/day for	Refundable	Only for City
PW11	city equipment rental		NO RENTAL AVAILABLE		
PW12	Encroachment Permits		\$100/permit -	2 inspections	

City of Colusa					
Engineering Fees					
Fee Schedule FY 2022-23					
Fee #	Fee Name	Unit	Fee Amount	Deposit Calculation *	Notes
EN 1	Parcel Map (1 – 4 lots)	Per Occurance	T&M	\$1,500.00	
EN 2	Subdivision (5 – 25 lots)	Per Occurance	T&M	\$2,000.00	
EN 3	Subdivision (25 – 100 lots)	Per Occurance	T&M	\$2,500.00	
EN 4	Subdivision (100+ lots, each additional 100 lots)	Per Occurance	T&M	\$500.00	
FA3c	Backside of a two-sided copy	Per back side	0.1		
EN 5	Improvement Plan Check (\$0-50,000)	Per Occurance	T&M	\$500.00	
EN 6	Improvement Plan Check (\$50,001-100,000)	Per Occurance	T&M	\$2,800.00	
EN 7	Improvement Plan Check (\$100,001-200,000)	Per Occurance	T&M	\$6,300.00	
EN 8	Improvement Plan Check (\$200,001-500,000)	Per Occurance	T&M	\$13,800.00	
EN 9	Improvement Plan Check (\$500,001-1,000,000)	Per Occurance	T&M	\$23,800.00	
EN 10	Improvement Plan Check (\$1,000,001-2,000,000)	Per Occurance	T&M	\$43,800.00	
EN 11	Improvement Plan Check (\$2,000,001-3,000,000)	Per Occurance	T&M	\$63,800.00	
EN 12	Improvement Plan Check (\$3,000,001-4,000,000)	Per Occurance	T&M	\$83,800.00	
EN 13	Improvement Plan Check (\$4,000,001-5,000,000)	Per Occurance	T&M	\$103,000.00	
EN 14	Improvement Plan Check (\$5,000,001+)	Per Occurance	T&M	0.02 * Valuation	
EN 15	Improvement Inspection (\$0-50,000)	Per Occurance	T&M	\$1,000.00	
EN 16	Improvement Inspection (\$50,001-100,000)	Per Occurance	T&M	\$5,700.00	
EN 17	Improvement Inspection (\$100,001-200,000)	Per Occurance	T&M	\$13,500.00	
EN 18	Improvement Inspection (\$200,001-500,000)	Per Occurance	T&M	\$32,300.00	
EN 19	Improvement Inspection (\$500,001-1,000,000)	Per Occurance	T&M	\$56,100.00	
EN 20	Improvement Inspection (\$1,000,001-2,000,000)	Per Occurance	T&M	\$96,100.00	
EN 21	Improvement Inspection (\$2,000,001-3,000,000)	Per Occurance	T&M	\$128,600.00	
EN 22	Improvement Inspection (\$3,000,001-4,000,000)	Per Occurance	T&M	\$158,600.00	
EN 23	Improvement Inspection (\$4,000,001-5,000,000)	Per Occurance	T&M	\$188,600.00	
EN 24	Improvement Inspection (\$5,000,001+)	Per Occurance	T&M	0.04 * Valuation	
EN 25	Grading Plan Check (1-50 cubic yards)	Per Occurance	T&M	\$610.00	
EN 26	Grading Plan Check (51-100 cubic yards)	Per Occurance	T&M	\$660.00	
EN 27	Grading Plan Check (101-1,000 cubic yards)	Per Occurance	T&M	\$700.00	
EN 28	Grading Plan Check (1,001-10,000 cubic yards)	Per Occurance	T&M	\$850.00	
EN 29	Grading Plan Check (10,001+ cubic yards, each 10,000)	Per Occurance	T&M	\$150.00	
EN 30	Grading Inspection (1-50 cubic yards)	Per Occurance	T&M	\$350.00	
EN 31	Grading Inspection (51-100 cubic yards)	Per Occurance	T&M	\$400.00	
EN 32	Grading Inspection (101-1,000 cubic yards)	Per Occurance	T&M	\$450.00	
EN 33	Grading Inspection (1,001-10,000 cubic yards)	Per Occurance	T&M	\$500.00	
EN 34	Grading Inspection (10,001+ cubic yards, each 10,000)	Per Occurance	T&M	\$110.00	
EN 35	Lot Line Adjustment (by Deed)	Per Occurance	\$800		
EN 36	Site Plan Review	Per Occurance	T&M	\$250.00	
EN 37	Engineering Support for Planning Applications	Per Occurance	T&M	\$250.00	
EN 38	Other charges not itemized	Per Occurance	T&M	\$250.00	
PW13	General Plan Management Fee	Per application	4%		Accounting to keep
* Minimum deposits are required prior to commencement of work. Additional funds may be required to be added to the deposit if the deposit balance is less than the initial estimated deposit fees, as determined by the City. Deposits are calculated on a per project basis based upon anticipated work.					

			User Fee Determination Cost Analysis Worksheet						
Fee Schedule FY 2022-23									
	User Fee Description		Fund	Account Number		Department/ Division		Date	
					Last Reviewed 4-15-2014				
Description of Service, Demand, Subsidy and Other Comments:									
PA	Backside	Per back s	0.1						
Personnel Costs									
	Position		Rates				Hours by Position Per Unit	Total Labor Cost Per Unit of Service	
Straight			Fringe	Total Direct	Dept. or	Total Burdened			
Time Labor			Benefits	Labor Costs	Div O/H	Labor Cost/ Hr.			
					Total Burdened Personnel Costs per Unit of Service				
					Total Burdened Personnel Costs per Unit of Service				
Material & Rental Costs				Total Burdened Personnel Costs per Unit of Service					
Description						Cost Each	Quantity	Unit Cost	
					Total Material & Rental Costs per Unit of Service				
Other Costs (Equipment, Building Usage, Consultants)									
Description						Cost Each	Quantity	Unit Cost	
					Total Other Costs per Unit of Service				
Fee Comparison Data									
City			Fee per Unit	More or (Less) than		Total Service Direct Costs			
				Lake Elsinore Fee		City-Wide General &			
				Dollars	Percentage	Administrative Rate @			
						15.00%			
						Total Service Costs/ Unit			
						Recommended Fee			
						Recommended Fund Subsidy			
						Current Fee Amount			
						Fee Increase/ (Decrease)			

Costs for: Enter Program Name					
Program Dates: From _____ to _____					
Fee Schedule FY 2022-23					
Item		Quantity	Unit	Cost	Total
Facility Rental Costs					
Umpires			per game		
Scorekeepers			per game		
LifeGuards			per hour		
FA3c	Backside of a two-sided copy	Per back si	0.1		
Instructor(s)			per pupil or class		
Rec Aides			per hour		
Advertising			per class		
Electricity/Lights			per hour		
Supplies:					
	Balls		each		
	Nets		each		
	Gypsum		per xlb bag		
	Paint		per class		
	Tie Downs		each		
	Red Rock		per xlb bag		
	Scorebooks		each		
	Binders		each		
	Paper/Pencils/Office Supplies		per class		
	Light Bulbs		each		
	Base		each		
	Base Plugs		each		
	Team Shirts		each		
	Championship Shirts		each		
	Restroom Supplies		per class		
	Other Supplies		per class		
Sub Total					Sum
Administrative Overhead*			5% of class costs		
TOTAL Expenses					Sum
Number of Participants			team or individual		
In City Fees			team or individual		
Out of City Fees			team or individual		
Other Revenue			explain		
TOTAL REVENUE					Total Revenue
NET					
* Includes Finance, Administration, and Rec Supervisor costs					





[illegible]

## RESOLUTION NO. 22-

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA UPDATING AND ADOPTING THE FISCAL YEAR 2022-23 COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF COLUSA

**WHEREAS**, The City of Colusa (“City”) is authorized by law to establish fees for certain City programs and services; and

**WHEREAS**, in accordance with applicable laws, fees adopted by City for certain City services may not exceed the estimated reasonable cost of providing the service or regulatory activity for which the fee is charged; and

**WHEREAS**, in 2009 the City set fees based on a Comprehensive Fees Study performed by a consultant (“Maximus”) to determine the actual costs associated with the provision of certain City services; and

**WHEREAS**, upon review the City has determined that many of City’s existing fees and deposits need to be updates once again due to changes in the law, as well as the increasing costs associated with City services; and

**WHEREAS**, City staff has reviewed the fees and have made recommendations for fees which do not exceed the actual and/or reasonable costs associated with providing the services; and

**WHEREAS**, the City Council has determined that the schedule of fees and deposits and the total amounts thereof, described in the attached Exhibit “A,” are reasonable in that they do not exceed the estimated reasonable cost of providing the related City services; and

**WHEREAS**, the City Council desires to establish the Comprehensive Fee Schedule attached as Exhibit “A” as the official fee schedule for the City.

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

#### Section 1. Findings

- A. The purpose of the fees and deposits set forth the Comprehensive Fee Schedule attached as Exhibit “A” is to recover the costs incurred by the City in providing various City services, and such fees and deposits are not levied for general revenue purposes.
- B. After consideration of the data and information regarding the costs of providing services identified Comprehensive Fee Schedule, all testimony received orally or in writing at or before the noticed public hearing and the information provided by City staff in the agenda report, the City Council adopts the fees identified the Comprehensive Fee Schedule and

finds that the fees are reasonable estimates of the cost of providing such services, and that the fees are necessary to recover the reasonable, estimated cost of providing the identified services.

- C. Adoption of the fees and deposits set forth in Exhibit “A” of this Resolution are not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15378(b)(4) and/or CEQA Guidelines Section 15061(b)(3).

## Section 2. Adoption of Comprehensive Fee Schedule

The City Council hereby adopts the schedule of fees and deposits identified in the Comprehensive Fee Schedule, incorporated herein by this reference, and attached as Exhibit “A.” The fees and deposits identified in the Comprehensive Fee Schedule are hereby directed to be charged and applied by the various City departments, and to be collected for the provision of identified City services.

## Section 3. Severability

The individual fees and charges set forth in Exhibit “A” of this Resolution and all portions of this Resolution are severable. Should any of the fees or charges or any portion of this Resolution be adjudged to be invalid and/or unenforceable by a body of competent jurisdiction, then the remaining fees, charges and/or Resolution portions shall continue in full force and effect. The City Council hereby declares that it would have individually adopted each of the fees and charges set forth in Exhibit “A,” and each individual section, subsection, clause, and portion of this Resolution, irrespective of the fact that one or more of the fees, charges, or sections of this Resolution may be held invalid.

## Section 4. Effective Date

This Resolution shall take effect immediately. The fees shall be effective on July 1<sup>st</sup>, 2022, unless otherwise stipulated.

**PASSED and ADOPTED** as a Resolution of the City Council of the City of Colusa at a regular meeting duly held on the 21st day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

---

THOMAS REISCHE, MAYOR

---

SHELLY KITTLE, CITY CLERK



## City of Colusa California

### STAFF REPORT

**DATE:** June 21, 2022  
**TO:** Mayor Reische and Members of the City Council  
**FROM:** Fernanda Vanetta, Grant Writer through Jesse Cain, City Manager

#### AGENDA ITEM:

Subject: Public Hearing for the discussion of the application of California Department of Housing and Community Development's 2022 Community Development Block Grant (CDBG)

**Recommendation:** For the community and council to contribute feedback and support the projects identified for pursuit under the 2022 CDBG grant opportunity: 1) A planning grant to get a new City of Colusa Police Station shovel ready and 2) establish a grant program that would enable business to improve and remodel the facades of business in the commercial corridors of the city.

#### BACKGROUND ANALYSIS:

The California Department of Housing and Community Development (Department) announces the availability of approximately \$30 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2022 funding year. CDBG funds are provided as grants to Non-Entitlement Jurisdictions. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of Low- and Moderate-Income (LMI) persons, families, households, and neighborhoods. LMI is defined as neighborhoods, families, households, and individuals whose income does not exceed 80 percent of the county median income, as adjusted by the United States Department of Housing and Urban Development (HUD) for family household size.

This year there is no funding allocated for Capital Improvement Project under Community Development, but it is able to apply for planning and technical assistance. Planning for a new City Police Station has been identified as project that would be eligible for application under 2022 CDBG Non-Housing Community Development activities.

The City of Colusa's police department was established in 1922 and is now completing 100 years of operation. In that time, the department has not had a home that was dedicated to its use and needs. Colusa PD has done a great job in utilizing its current facilities in the best way possible, but it is constantly using its time and efforts into adapting to its surroundings rather than the more important task of community policing.

Funding has also been allocated for grants targeting Economic Development Activities.

ED activities and grant awards include:

- 1) Business Assistance and Microenterprise Assistance (including both Micro Financial Assistance and Technical Assistance)- up to \$750,000
- 2) Infrastructure in Support of Business- up to \$1.5 million
- 3) Economic Development Planning and Technical Assistance- up to \$250,000.

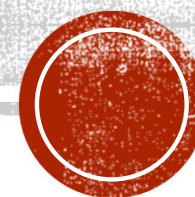
The City of Colusa has identified revitalizing buildings in the city's commercial corridor to support infrastructure in support of local business while attracting new opportunities. This should help business retain and/or create jobs, especially in the low- and moderate-income range. The project would provide funds to business with the purpose of revitalizing business facades.

**BUDGET IMPACT:** Currently no impact, current staff time is the current investment.

**ATTACHMENT:** Exhibit A – CDBG 2022 Community Project Deck

# **CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Community  
Development Block  
Grant (CDBG) Program  
2022



# PROJECTS IDENTIFIED FOR 2022

---

TO SEEK FUNDING FOR  
THE DESIGN AND  
PLANNING OF A NEW  
CITY OF COLUSA  
POLICE DEPARTMENT

TO WORK WITH  
BUSINESSES IN THE  
COMMERCIAL  
CORRIDORS TO  
REBUILD THE CITY'S  
FACADES





# CITY OF COLUSA POLICE DEPARTMENT





# WHY DO WE NEED A NEW POLICE STATION

- Currently the police station is at the Historic Carnegie Library;
  - No structural changes allowed due to the historic nature of the building
  - Not ADA compliant
- Insufficient Facilities:
  - No proper locker room / officer bathroom
  - Insufficient armory capacity
  - Unsecured Lobby Area (leaving civilian and officers vulnerable from outside entry)
  - No proper barrier between entryway and officer offices (including lieutenant and chief)
  - Small / Inadequate evidence room
  - Insufficient / absent parking and vehicle storage facility
    - i.e. – Vehicles and other large equipment that may be need to be retained for evidence





## BENEFITS OF A NEW POLICE STATION

- Community Integration
  - Better Community Service
  - Offer meeting facilities that can be used for officer training and community engagement
- Attract and Retain New Officers
  - Boost Officer Morale
- Technological Adoption
  - Provide officer updated facilities that increase productivity and safety
- Prepares the City for Current and Future Growth
  - Facility can be used to highlight community safety and attract new business and residents
- Aid in meeting operational and long-term storage requirements
- Provide for the protection and longevity of equipment and vehicles

# FACILITIES TO BE CONSIDERED



**WHAT WOULD  
YOU LIKE TO  
SEE IN YOUR  
NEW POLICE  
STATION?**

**Size?**

**Location?**

**Amenities?**

**Other?**



## NEXT STEPS:

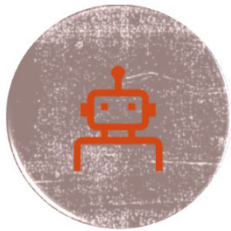
- Identify Planning Funds: CDBG 2022
- Establish a Planning Team
- Hiring an Architect
- Conduct a Space Needs Analysis
- Develop a Preliminary Budget
- Obtain Project and Budget Approval
- Obtain and Secure Project Funding
- Final Approval To Build





# REVITALIZING COMMERCIAL BUILDINGS IN COLUSA

# OBJECTIVE OF A FAÇADE IMPROVEMENT PROGRAM



To make businesses in Colusa more attractive and productive



To increase community pride



To help local business expand and/or attract new business development



To encourage visitors to stay longer and return often





## **BENEFITS OF IMPROVING STORE FACADES**

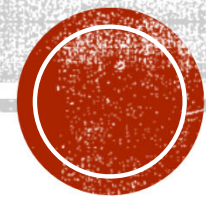
A lot of shoppers feel that if a store's facade looks unappealing, then the merchandise inside also will be distasteful.

A downtown with many good-looking facades is more likely to be perceived by visitors as a charming and safe shopping center. They consequently will be more inclined to return.

Quality retailers and restaurateurs do not want to locate near buildings with facades that are unattractive or in poor condition.



**THIS WOULD BE  
ESTABLISHED AS  
A GRANT  
PROGRAM!**



# **PROGRAM GUIDELINES / CDBG REQUIREMENTS (THRESHOLD REQUIREMENTS)**

- **MUST BENEFIT LOW-MODERATE INCOME PERSONS**
  - **RETAIN OR HIRE NEW EMPLOYEES**
  - **TO MEET THE PUBLIC BENEFIT REQUIREMENT FOR GRANT ACTIVITY, FOR EVERY \$32,500 SPENT, ONE FULL-TIME EQUIVALENT JOB MUST BE CREATED/RETAINED.**
- **MUST AID IN THE PREVENTION AND ELIMINATION OF SLUMS OR BLIGHT**



# WHAT KIND OF ADDITIONAL CITY GUIDELINES WOULD YOU LIKE TO SEE?

---



Design Guidelines



Applicant  
Guidelines

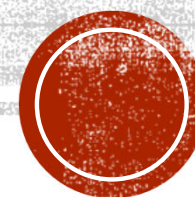


Types of  
Businesses





# QUESTIONS & ANSWERS





## City of Colusa California

### STAFF REPORT

**DATE:** June 21, 2022  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: Consultant Services contract for Building and Plan Checks

**Recommendation:** Council to approve the Resolution approving the services contract for Building and Plan Checking.

#### **BACKGROUND ANALYSIS:**

In 2014 I was handed the building department to oversee and operate. The City had a contract with Wildan consulting and BV Consulting to fill in when the City's building inspector was not available or when something was too complicated to be handled in-house. After overseeing the building department, I found that it was costing the City money to a point where the City building department was operating in the red each year. And this should be a department that at least covers its operating cost because this is a fee-generated position.

In September of 2015, the City entered into a building services contract with Wyatt Paxton and the City no longer used Wildan or BV consulting.

Over the last few years, we created a new position called Economic Development Manager and included those duties of the Building/ Code inspector, and City planner. The Economic Development Manager position included the building and code enforcement duties is no longer working for the City of Colusa with the growth that we are having. Not knowing how long this growth is going to happen and with a looming shutdown of our economy I felt that it would be best to contract out the building inspection services for the next few months and see if the building slows down, this should be a position that pays for itself and not cost the general fund.

This would be a month-to-month contract and can be canceled with a 30-day notice. I would recommend to the City Council that we move forward with the contract and see how this next year goes.

BUDGET IMPACT: Unknown this position should pay for itself as a contracted position.

**STAFF RECOMMENDATION:** Council to approve Resolution 22-\_\_ approving the service contract for Wyatt Paxton Consulting.

## RESOLUTION NO. 22-\_\_

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE CONSULTING SERVICES CONTRACT FOR BUILDING AND PLAN INSPECTIONS

**WHEREAS**, on June 21, 2022, the City of Colusa City Council Approves resolution 22 approving the building inspection services contract.

### **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 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 21<sup>st</sup> day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

\_\_\_\_\_  
Shelly Kittle, City Clerk



**CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF COLUSA AND  
WYATT PAXTON CONSULTING**

---

**THIS AGREEMENT** (hereinafter referred to as “Agreement”) is made by and between the CITY OF COLUSA, a municipal corporation, having its principal place of business at 425 Webster Street, Colusa California 95932, (herein “City”) and Wyatt Paxton CONSULTING, a California Sole Proprietorship having a principal place of business at P.O Box 493412 Redding, CA, (herein “Consultant”), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein.

**WHEREAS**, the City proposes to retain the services of Consultant to serve as Building Official Consultant, Building Inspector and plan checker for City of Colusa, and

**WHEREAS**, Consultant is qualified and experienced to perform those services.

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

**1. SCOPE OF SERVICES.**

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in the Description of Scope of Services, attached hereto and incorporated herein by reference to Exhibit A, subject to the direction of the City Contract Administrator, as provided from time to time. Consultant shall provide no legal advice or legal services.

**2. CONTRACT ADMINISTRATOR.**

City Manager at telephone number (530) 458-4740 will administer this Agreement on behalf of City (herein “**Contract Administrator**”). Wyatt Paxton at telephone number (530) 784-8000 is the authorized representative for Consultant and shall administer this Agreement on behalf of Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

**3. EXHIBITS.**

Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by Consultant. Said Exhibits are incorporated herein by reference:

Exhibit A. Description of Scope of Services to be performed by Consultant ("**Services**")

Exhibit B. A listing of Consultant’s fee schedule.

Exhibit C. Insurance Requirements.



#### **4. TIME OF PERFORMANCE.**

Consultant shall commence performance after the approval and execution of this Agreement, and receipt of written notice to proceed by the Contract Administrator, and shall thereafter diligently complete the Services in a prompt and timely manner, unless otherwise directed by City.

#### **5. COMPENSATION OF CONSULTANT.**

A. Pursuant to the Fee Schedule incorporated herein as Exhibit B, Consultant shall be paid for actual fees, expenses, time, and materials required for completion of the services outlined in this Agreement.

B. Consultant shall submit monthly invoices during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with Exhibit A and contain a detailed description of the services provided, the amount of time expended in providing such services, and the person providing such services, and other information as the Contract Administrator may request. City shall make payment of undisputed amounts within thirty (30) days of receipt of invoices, for services satisfactorily performed and for authorized reimbursable costs incurred.

C. Consultant agrees to provide all Services for the amount specified in this Agreement without compensation in excess of such amount, unless otherwise specified. Consultant shall not provide additional Services until Consultant has received authorization from the City

D. If the work is halted at the request of the City, City shall compensate Consultant for all outstanding costs and reimbursable expenses reasonably incurred for work satisfactorily completed as of the date of the written notice of termination.

E. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Consultant to correct such work or billings or seek any other legal remedy.

#### **6. INDEPENDENT CONTRACTOR.**

Consultant shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Except as City may specify in writing, Consultant shall have no power or authority under this Agreement, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. All employees and agents hired or retained by the Consultant are employees and agents of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services

under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

In the event Consultant or any employee, agent, or subcontractor of a Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is limited to Consultant's actual costs billed pursuant to Exhibit B. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond the compensation required under this Agreement.

## **7. TERMINATION AND BREACH.**

This Agreement may be terminated, without cause, at any time by the City or Consultant upon thirty (30) days' written notice. Upon receipt of such notice, Consultant shall cease all work under this Agreement. In the event of any such termination, the Consultant shall be compensated as provided for in this Agreement. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimated performed to that date in accordance with Section 9 hereof. The obligations of section 16 of this Agreement relating to Consultant's obligations to defend and indemnify the City shall survive any termination of this Agreement.

Notwithstanding any provision of this Agreement, Consultant shall not be relieved of liability to the City for damages sustained by the City from any breach of this Agreement by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- A. Immediately terminate the Agreement;
- B. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- C. Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

D. Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had complete the work.

## **8. TIME AND EXTENSION OF TIME.**

Time is of the essence in the performance of this Agreement. All Services performed by Consultant under this Agreement shall be completed in accordance with the time schedules set forth by the Contract Administrator. Consultant may, for good cause, request reasonable extensions of time to perform the Services required hereunder.

## **9. PROPERTY OF CITY.**

All materials prepared by the Consultant under this Agreement shall become the property of the City, and the Consultant shall have no property rights in them whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

## **10. CONFIDENTIAL MATERIALS.**

All materials, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

## **11. COMPLIANCE WITH LAW AND WARRANTY.**

A. Consultant shall (and shall cause its agents and contractors), at its sole cost and expense, to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

B. Consultant represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession, and has the skills, expertise, licenses and permits necessary to perform the Services. Consultant shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

## **12. ASSIGNABILITY.**

Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

### **13. INTEREST IN CONTRACT.**

A. Consultant covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

B. Consultant may serve other clients, but none whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

C. The City has determined, based on the Scope of Services in Exhibit A, that the Consultant (and its principal employees) working for the City under this Agreement:

XX Is required to file a Form 700 because he/she is involved in the making or participating in making of a decision which may foreseeable have a material effect on any financial interest, as further described in the Political Reform Act and implementing regulations.

\_\_\_\_\_ Is not required to file a Form 700 because he/she is not involved in the making or participating in making of a decision which may foreseeable have a material effect on any financial interest, as further described in the Political Reform Act and implementing regulations.

If it is determined that Consultant is covered by the City’s Conflict of Interest Code at any time after the execution of this Agreement City determines and notifies Consultant in writing that Consultant’s duties under this agreement warrant disclosure by Consultant, Consultant agrees to make all disclosures required by the City’s conflict of interest code in accordance with the Category designated by the City.

### **14. RECORDS AND AUDITS.**

A. Consultant shall establish and maintain records pertaining to this Agreement. Consultant's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, utility bills, invoices and vouchers.

B. Consultant shall permit City and its authorized representatives to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Consultant pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Agreement; and Consultant shall in no event dispose of, destroy, alter, or

mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.

## **15. LIABILITY OF CONSULTANT-NEGLIGENCE.**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

## **16. MUTUAL INDEMNIFICATION.**

A. **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

B. **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

C. Such obligation to defend, indemnify, and hold harmless CITY Indemnitees shall not apply to the extent that any claim is premised on the negligence or willful act or omission of one or more CITY Indemnitees. To the extent claims, demands, or causes of action related to the performance of this agreement are premised, in whole or in part, upon the negligent or willful acts or omissions of one or more CITY Indemnitees, City shall indemnify and hold harmless CONSULTANT Indemnitees, and therefore take full responsibility for the liability, defense, and defense costs, including damages and attorney's fees, of any such City Indemnitee.

D.

E. It is further agreed that City does not, and shall not, waive any rights against Consultant which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Consultant's deposit with City of any of the insurance policies described in this Agreement.

F. This indemnification shall arise immediately upon tender of any matter or claim potentially covered by the obligations listed above.

G. The provisions set forth in this Section shall survive termination of this Agreement.

H. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations under this Section, which shall apply whether or not such insurance policies are applicable to a claim or damages.

## **17. INSURANCE.**

Consultant shall provide insurance in accordance with the requirements of Exhibit C, which is attached hereto and incorporated herein by reference. Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "Insurance Requirements" attached hereto and incorporated herein by reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing, in advance, by City. A lapse in any required insurance coverage during this Agreement shall be breach of this Agreement.

## **18. PERSONNEL.**

A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

B. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's Key Personnel assigned to perform the Services. Key Personnel for this contract are defined to include the following people: Wyatt Paxton. Consultant shall provide City with a minimum twenty (20) days prior written notice of any changes in Consultant's Key Personnel assigned to the provide Services, provided that Consultant receives such notice, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

## **19. NOTICES.**

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Colusa  
425 Webster Street  
Colusa, CA 95932  
ATTN: CITY MANAGER

Consultant: Wyatt Paxton Consulting  
P.O Box 493412  
Redding Ca 95049  
ATTN: Wyatt Paxton

## **20. CITY NOT OBLIGATED TO THIRD PARTIES.**

City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

## **21. MISCELLANEOUS PROVISIONS.**

### **A. NON-DISCRIMINATION.**

Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

### **B. UNAUTHORIZED ALIENS.**

Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **C. SECTION HEADINGS.**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

### **D. SEVERABILITY.**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**E. REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**F. NO WAIVER OF DEFAULT.**

No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

**G. ENTIRE AGREEMENT AND AMENDMENT.**

This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument signed by both City and Consultant.

**H. SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**I. APPLICABLE LAW; VENUE.**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Colusa, if in state court, or in the federal court nearest to the City of Colusa, if in federal court.

**J. AUTHORITY.**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.



## **K. CONFLICTING TERMS.**

This Agreement and its Exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

## **L. CONFLICT OF INTEREST**

Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

## **M. SOLICITATION**

Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

## **N. ATTORNEYS' FEES**

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by City.

**CITY OF COLUSA**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Jesse Cain City Manager

Wyatt Paxton, Consultant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of this work under this Agreement, and my method of compliance is further described below.

With the above understanding, I certify the following:

- \_\_\_\_\_ Consultant is insured against liability for workers' compensation.
- \_\_\_\_\_ Consultant is self-insured for workers' compensation. I will provide a copy of Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations.
- XX      Consultant is a sole proprietor or partnership. I am the owner of the organization or a partner, and Consultant is exempt from the State workers' compensation requirements because we have no employees.

CONSULTANT

By: \_\_\_\_\_

Title:

## EXHIBIT A

### SCOPE OF SERVICES:

The Scope of Work for this Agreement includes, without limitation, the following tasks:

- Under the direction of the City Council, in coordination with the City Manager, serving as the City's Building Inspector and Plan Checker,

#### **Building Inspections Services**

- To provide inspections of building and/or other structures to determine compliance with applicable section of the currently adopted editions of the California Building Standards Code, City ordinances, and City approved plans for which a Building Permit has been issued by the City and falling within the purview of the City Building Official.
- Building inspector will, as requested, review plan sets, calculations, specifications, soil reports, and other support documents for structural, life safety, plumbing, electrical, mechanical, Title 24 Energy, and Title 24 handicap compliance as required by the City's Land Use and Development Code and other relevant State laws for Residential or Commercial Projects. All plan review shall be performed by a licensed civil or structural engineer, registered architect, or International Conference of Building Official's certified plans examiner.
- Will complete the initial review of Commercial, multi-family, or single family residential applications within 5 working days of receipt in most cases. Completion time for extremely large projects will be agreed upon between Building inspector and the Building Official or designee prior to start should scheduling differ from above
- Provide direct plan check corrections letters specifying plan locations of non-complying items plus specific code section involved. Correction letter will be sent to the project architect/designer of record with a copy to the applicant and the Building Official or designee.
- Must be available by phone or e mail to assist the applicant in responding to the plan review comments. When justified and necessary Building Inspector will meet the applicants at City offices or other agreed upon location to discuss potential solutions to the problem areas.
- Be able to work Tuesdays and Thursdays depending on scheduling

**EXHIBIT B**  
**FEE SCHEDULE**

Building Inspector and Plan Checker Rate: \$100.00 Per hour and \$65.00 per hour for staff under his direction.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS TO**  
**CONSULTANT SERVICES AGREEMENT**

- A. During the term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect, at its sole cost and expense, the following insurance policies or, if Consultant chooses, policies providing equal or greater coverage:
- i. **Commercial General Liability Insurance:** \$2,000,000.00 per claim and \$4,000,000.00 general aggregate. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.
  - ii. **Automobile Liability Insurance:** \$500,000.00 and Umbrella Policy - \$500,000.00 (Combined \$1,000,000.00 coverage).
  - ii. **Professional Liability Insurance:** \$1,000,000.00 per occurrence or claim covering the Consultant’s errors and omissions. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
    - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
    - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
    - d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.
  - iv. **Workers’ Compensation Insurance:** Consultant shall maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers’ Compensation and Employer’s Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

- B. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- i. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
  - ii. The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming CITY and its officers, employees, agents and volunteers as additional insured's for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
  - iii. CONSULTANT agrees to provide thirty (30) days prior written notice to CITY of any failure to renew any such policies of insurance or to replace them with equal or better coverage. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.
  - iv. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
  - v. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- C. CONSULTANT agrees that if it does not keep the aforesaid insurance (or equal or better coverage) in full force and effect, and reinstate such insurance within fifteen (15) days of receiving written notice from CITY of CITY's plan to exercise its rights under this Section, CITY may either
- (i) immediately terminate this Agreement; or
  - (ii) take out the minimum insurance necessary to rectify the lapse and pay the premium(s) thereon at Consultant's expense.
- D. At all times during the term of this Agreement, CONSULTANT shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts. CONSULTANT shall file with CITY's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- E. CONSULTANT shall provide proof to the CITY's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverage's.

- F. If CONSULTANT does not have any employees, Workers' Compensation insurance shall not be required. However, CONSULTANT shall be required to execute CITY's "Workers' Compensation Waiver" form.
- G. The insurance policies required by this Section may not contain language which prohibits additional insured's. In addition, any deductibles or self insured retentions must be declared on the certificate of insurance.
- H. The following requirements apply to all policies required by this Agreement:
- i. **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
    - a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
    - b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
  - ii. **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
  - iii. **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.
  - iv. **Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
  - v. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.
  - vi. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
  - vii. **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

- viii. **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.





## City of Colusa California

### STAFF REPORT

**DATE:** June 21, 2022  
**TO:** Mayor Reische and Members of the City Council  
**FROM:** Fernanda Vanetta, Grant Writer through Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: Resolution in support of a partnership with the Colusa Arts Council to apply for the Levitt AMP [Your City] Grant

**Recommendation:** Council to approve resolution to partner the Colusa Arts Council to apply for the Levitt AMP [Your City] Grant.

#### **BACKGROUND ANALYSIS:**

The Levitt AMP [Your City] Grant Awards is an exciting, multi-year matching grant opportunity bringing the joy of free, live music to small to mid-sized towns and cities. Since 2015, the Levitt Foundation has provided funding to 38 communities across America through the Levitt AMP program, activating underused public spaces, ensuring access to the arts and strengthening the social fabric of communities through creative placemaking, bringing people together of all ages and backgrounds through free, outdoor concert series.

Levitt AMP grantees are U.S.-based nonprofits that receive three-year matching grants of \$30K per year, for a total grant award of \$90K, to present the Levitt AMP Music Series: 10 free concerts that inject new life into underused public spaces, creating joyous, inclusive community destinations in small to mid-sized towns and cities.

The Levitt AMP [Your City] Grant Awards are specifically designed to meet the needs and capacity of small to mid-sized towns and cities, with a population of up to 250,000.

This grant could be used to amplify and support the current concert in the park series, while expanding its community reach.

**BUDGET IMPACT:** Current Concert in the Park Funds would be used as matching funds for the grant, essentially doubling the budget for an already existing program.

**ATTACHMENT: Resolution 22-**

## RESOLUTION NO. 22-

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE CITY TO PARTNER AND SUPPORT THE ARTS COUNCIL FOR THE APPLICATION OF THE LEVITT AMP [YOUR CITY] GRANT PROGRAM

**WHEREAS**, on June 14, 2022, the City of Colusa City Council approves the writing of a grant application the Levitt Amp [Your City] Grant Awards through the Levitt Foundation. The foundation requires the main applicant to be a nonprofit organization with 501(c)(3) tax-exempt status. Therefore, the city of Colusa will partner with the Colusa Arts Council and provide them with staff support and matching grants in the amount already designated for its Concert in the Park Series.

### **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. 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 21<sup>st</sup> day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

\_\_\_\_\_  
Shelly Kittle, City Clerk



## City of Colusa California

### STAFF REPORT

**DATE:** June 21 2022  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: City of Colusa Commission appointments and requirement to reside within the City Limits

**Recommendation:** Listen to City Council to see if they want to change the requirement that all appointed commission members reside within the City limits.

#### **BACKGROUND ANALYSIS:**

I have been approached by members of the public and some council members asking why we allow people to serve on commissions that don't live within the City limits or have a vote for council members.

What I discovered was in 2012 the City Council changed Article III- Planning commission Section-2-12 of the Colusa Municipal Code regarding membership of the planning commission. It was changed to allow at least two members to reside within the County as long as they resided within two miles of the City limits. The reason behind that change was because at that time one member of the Planning Commission was serving and moved outside the City limits and there were things going on in the City that they had been involved. The planning commission is the only City commission where a commissioner is allowed to reside within two miles of the City limits. All other commissions and committees must reside within the city limits.

Since 2012 the city has annexed several parcels into the City expanding the city limits giving several new residents the right to run for public office if they chose. By changing the municipal code to requiring all commissions to live within the city limits it gives our voting citizens a chance to apply for a commission seat and start a potential political career that could end up with them on the City Council.

**BUDGET IMPACT: None**

---

**STAFF RECOMMENDATION.** Take council direction. If the Council wants to make this recommendation, they would hold the first reading of Ordinance No. \_\_ and read it by title only and set it for a second reading.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA  
AMENDING COLUSA MUNICIPAL CODE SECTION 2-12 REGARDING PLANNING  
COMMISSION MEMBERSHIP**

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

**Section 1.     Recitals**

**WHEREAS**, the Planning Commission of the City of Colusa was the only commission that allows part of its membership to live outside the City limits;

**WHEREAS**, the City Council wants individuals who are residents of the City of Colusa to serve on its commissions, including the Planning Commission; and

**WHEREAS**, this will result in the commissioners having a stronger connection to the City of Colusa, and could result in commissioners to gain experience that would be eligible to run for City Council.

**Section 2.     Findings and Determination**

On the basis of the foregoing Recitals, which are incorporated herein, City Council has considered public comment and finds and hereby ordains as follows:

Section 2-12 is hereby amended as follows:

**Sec. 2-12. - Membership.**

The planning commission shall consist of five members, who shall serve at the pleasure of the city council. The planning commissioners shall be residents of the city at the time of appointment and during his/her term, and shall not be officers nor employees of the city.

**Section 3.     CEQA Compliance**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this ordinance amending the Municipal Code will have a significant effect on the environment.

**Section 4.     Severability**

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this

Ordinance are severable. This City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

**Section 5.**     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 \_\_\_\_, 2022, and was passed and adopted at a regular meeting of the City Council held on \_\_\_\_, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
TOM REISCHE, MAYOR

**ATTEST:**

\_\_\_\_\_  
Shelly Kittle, City Clerk



## City of Colusa California

### STAFF REPORT

**DATE:** June 21st 2022  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: Updating the City of Colusa Public Works standards

**Recommendation:** Council to adopt resolution updating the City of Colusa Public works standards.

#### **BACKGROUND ANALYSIS:**

The Last time the City of Colusa adopted public works standards was in 2007. A lot has changed in the last fifteen years on how things are done and the materials that we now use in public works projects and buildings. This is something I have been thinking about updating for the last couple years.

The public works standards consist of a lot of different items such as street lighting, signage, ADA, street repair sidewalk curb and gutter, standard specs boiler plate bid documents water/ sewer lines types and size trench restoration the list goes on and on.

I asked CEC to give me a cost for them to help put together a new public works city standard policy. Attached is their proposal.

**BUDGET IMPACT:** \$33,341 split between the water/sewer and streets .

**STAFF RECOMMENDATION:** Adopt Resolution 22- .

**Attachment** Proposal from CEC





**RESOLUTION NO. 22-\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING  
UPDATING THE CITY OF COLUSA PUBLIC WORKS STANDARDS**

**WHEREAS**, on June 21, 2022, the City Council approved the proposal from California Engineering Company in the amount of \$33,341 to update the City of Colusa's public works city standards.

**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. 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 21<sup>st</sup> day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

\_\_\_\_\_  
Shelly Kittle, City Clerk



CIVIL ENGINEERING  
LAND SURVEYING  
FUNDING PROCUREMENT  
CONSTRUCTION ADMINISTRATION  
[www.cecusa.net](http://www.cecusa.net)

Main Office  
1110 Civic Center Blvd., Suite  
404  
Yuba City, CA 95993  
(530) 751-0952

June 1, 2022

City of Colusa  
425 Webster Street  
Colusa, Ca. 95932

Attention: Jesse Cain, City Manager

Subject: 22-947, City Standards Update

Dear Jesse:

We are pleased to submit this proposal for Engineering Services to the City of Colusa for the update of the City standards, including detail drawings, technical specifications, standard specifications and boiler plate bid documents. The current City standards were last updated in 2007 and are antiquated. This project will update all of the City's standards in accordance with current regulatory standards and requirements.

Our proposed work scope is as follows:

1. Attend Kick-Off meeting with City staff to review scope of work and confirm project schedules.
2. Review all existing details and determine which ones require updating to current regulatory standards.
3. Develop new standard details for:
  - a. Streets
  - b. Storm Drainage
  - c. Water Infrastructure
  - d. Sewer Infrastructure
  - e. Street Lighting
  - f. ADA
4. Each standard plan and detail will be stamped by a registered Civil Engineer.
5. Update the Cities Technical Specifications
6. Update the Cities Standard Specifications
7. Update the Cities Boiler Plate Bid Documents and Contract Docs

Main Office  
1110 Civic Center Blvd., Suite 404  
Yuba City, CA 95993  
(530) 751-0952 Office  
(530) 751-0953 Fax

**California Engineering Company, Inc.**

[www.CECusa.net](http://www.CECusa.net)

Willows Office  
1070 W Wood St., Suite D  
Willows, CA 95988  
Office (530) 934-7055  
Fax (530) 934-4158

June 1, 2022  
Jesse Cain, City Manager  
Update City Standards  
Page 2

Cost: We estimate the cost to perform the above-mentioned work will be \$33,341, and that this endeavor will take approximately 60 days to complete.

Kind Regards,



David L. Swartz, PE, PLS, QSD, QSP  
Chief Executive Officer

California Engineering Company, Inc. (CEC)  
1110 Civic Center Blvd., Suite 404  
Yuba City, CA 95993  
(530) 751-0952  
(530) 751-0953 Fax  
Email: [swartz@cecusa.net](mailto:swartz@cecusa.net)



## City of Colusa California

### STAFF REPORT

**DATE:** June 21, 2022  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: Consultant services contract for Building and Plan Checks

**Recommendation:** Council to approve Resolution 22-\_\_\_ approving the services contract for Building and Plan Checking.

#### **BACKGROUND ANALYSIS:**

In 2014, I was handed the Building Department to oversee and operate. The City had a contract with Wildan Consulting and BV Consulting to fill in when the City's Building Inspector was not available or when something was too complicated to handle in house. After overseeing the Building Department, I found it was costing the city money to a point where the City Building Department was operating in the red each year. And this should be a department that at least covers its operating cost because this is a fee generated position.

In September of 2015, the City entered a building services contract with Wyatt Paxton and the City no longer used Wildan or BV consulting.

Over the last few years, we created a new position called Economic Development Manager and included those duties of the Building/ Code inspector, and City Planner. The Economic Development Manager position that includes the building and code enforcement duties is no longer working for the City of Colusa with the growth that we are having. Not knowing how long this growth is going to happen and with a looming shut down of our economy, I felt that it would be best to contract out the building inspection services for the next few months and see if the building slows down. This should be a position that pays for itself and not cost the general fund.

This would be a month-to-month contract and can be cancelled with a 30-day notice. I recommend the City Council move forward with the contract and see how this next year goes.

**BUDGET IMPACT:** Unknown this position should pay for itself as a contracted position.

**STAFF RECOMMENDATION:** Council to approve Resolution 22-\_\_\_\_ to approve the service contract for Wyatt Paxton Consulting.

## RESOLUTION NO. 22 - \_\_\_\_

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY AND WYATT PAXTON CONSULTING FOR BUILDING AND PLAN INSPECTIONS

**WHEREAS**, on June 21, 2022, the City of Colusa City Council Approves Resolution 22-\_\_\_\_ approving the Building inspection services contract.

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

1. Recitals. All of the recital(s) above are true and correct and are incorporated herein as if set forth in full..
2. Effective Date. This Resolution shall be effective immediately.

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

**PASSED, APPROVED AND ADOPTED** this 21st day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

\_\_\_\_\_  
Shelly Kittle, City Clerk

**CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF COLUSA AND  
WYATT PAXTON CONSULTING**

---

**THIS AGREEMENT** (hereinafter referred to as “Agreement”) is made by and between the CITY OF COLUSA, a municipal corporation, having its principal place of business at 425 Webster Street, Colusa California 95932, (herein “City”) and Wyatt Paxton CONSULTING, a California Sole Proprietorship having a principal place of business at P.O Box 493412 Redding, CA, (herein “Consultant”), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein.

**WHEREAS**, the City proposes to retain the services of Consultant to serve as Building Official Consultant, Building Inspector and plan checker for City of Colusa, and

**WHEREAS**, Consultant is qualified and experienced to perform those services.

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

**1. SCOPE OF SERVICES.**

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in the Description of Scope of Services, attached hereto and incorporated herein by reference to Exhibit A, subject to the direction of the City Contract Administrator, as provided from time to time. Consultant shall provide no legal advice or legal services.

**2. CONTRACT ADMINISTRATOR.**

City Manager at telephone number (530) 458-4740 will administer this Agreement on behalf of City (herein “**Contract Administrator**”). Wyatt Paxton at telephone number (530) 784-8000 is the authorized representative for Consultant and shall administer this Agreement on behalf of Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

**3. EXHIBITS.**

Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by Consultant. Said Exhibits are incorporated herein by reference:

Exhibit A. Description of Scope of Services to be performed by Consultant (“**Services**”)

Exhibit B. A listing of Consultant’s fee schedule.

Exhibit C. Insurance Requirements.



#### **4. TIME OF PERFORMANCE.**

Consultant shall commence performance after the approval and execution of this Agreement, and receipt of written notice to proceed by the Contract Administrator, and shall thereafter diligently complete the Services in a prompt and timely manner, unless otherwise directed by City.

#### **5. COMPENSATION OF CONSULTANT.**

A. Pursuant to the Fee Schedule incorporated herein as Exhibit B, Consultant shall be paid for actual fees, expenses, time, and materials required for completion of the services outlined in this Agreement.

B. Consultant shall submit monthly invoices during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with Exhibit A and contain a detailed description of the services provided, the amount of time expended in providing such services, and the person providing such services, and other information as the Contract Administrator may request. City shall make payment of undisputed amounts within thirty (30) days of receipt of invoices, for services satisfactorily performed and for authorized reimbursable costs incurred.

C. Consultant agrees to provide all Services for the amount specified in this Agreement without compensation in excess of such amount, unless otherwise specified. Consultant shall not provide additional Services until Consultant has received authorization from the City

D. If the work is halted at the request of the City, City shall compensate Consultant for all outstanding costs and reimbursable expenses reasonably incurred for work satisfactorily completed as of the date of the written notice of termination.

E. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Consultant to correct such work or billings or seek any other legal remedy.

#### **6. INDEPENDENT CONTRACTOR.**

Consultant shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Except as City may specify in writing, Consultant shall have no power or authority under this Agreement, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. All employees and agents hired or retained by the Consultant are employees and agents of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services

under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

In the event Consultant or any employee, agent, or subcontractor of a Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is limited to Consultant's actual costs billed pursuant to Exhibit B. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond the compensation required under this Agreement.

## **7. TERMINATION AND BREACH.**

This Agreement may be terminated, without cause, at any time by the City or Consultant upon thirty (30) days' written notice. Upon receipt of such notice, Consultant shall cease all work under this Agreement. In the event of any such termination, the Consultant shall be compensated as provided for in this Agreement. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimated performed to that date in accordance with Section 9 hereof. The obligations of section 16 of this Agreement relating to Consultant's obligations to defend and indemnify the City shall survive any termination of this Agreement.

Notwithstanding any provision of this Agreement, Consultant shall not be relieved of liability to the City for damages sustained by the City from any breach of this Agreement by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- A. Immediately terminate the Agreement;
- B. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- C. Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

D. Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had complete the work.

## **8. TIME AND EXTENSION OF TIME.**

Time is of the essence in the performance of this Agreement. All Services performed by Consultant under this Agreement shall be completed in accordance with the time schedules set forth by the Contract Administrator. Consultant may, for good cause, request reasonable extensions of time to perform the Services required hereunder.

## **9. PROPERTY OF CITY.**

All materials prepared by the Consultant under this Agreement shall become the property of the City, and the Consultant shall have no property rights in them whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

## **10. CONFIDENTIAL MATERIALS.**

All materials, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

## **11. COMPLIANCE WITH LAW AND WARRANTY.**

A. Consultant shall (and shall cause its agents and contractors), at its sole cost and expense, to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

B. Consultant represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession, and has the skills, expertise, licenses and permits necessary to perform the Services. Consultant shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

## **12. ASSIGNABILITY.**

Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

### **13. INTEREST IN CONTRACT.**

A. Consultant covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

B. Consultant may serve other clients, but none whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

C. The City has determined, based on the Scope of Services in Exhibit A, that the Consultant (and its principal employees) working for the City under this Agreement:

XX Is required to file a Form 700 because he/she is involved in the making or participating in making of a decision which may foreseeable have a material effect on any financial interest, as further described in the Political Reform Act and implementing regulations.

\_\_\_\_\_ Is not required to file a Form 700 because he/she is not involved in the making or participating in making of a decision which may foreseeable have a material effect on any financial interest, as further described in the Political Reform Act and implementing regulations.

If it is determined that Consultant is covered by the City’s Conflict of Interest Code at any time after the execution of this Agreement City determines and notifies Consultant in writing that Consultant’s duties under this agreement warrant disclosure by Consultant, Consultant agrees to make all disclosures required by the City’s conflict of interest code in accordance with the Category designated by the City.

### **14. RECORDS AND AUDITS.**

A. Consultant shall establish and maintain records pertaining to this Agreement. Consultant's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, utility bills, invoices and vouchers.

B. Consultant shall permit City and its authorized representatives to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Consultant pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Agreement; and Consultant shall in no event dispose of, destroy, alter, or

mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.

## **15. LIABILITY OF CONSULTANT-NEGLIGENCE.**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

## **16. MUTUAL INDEMNIFICATION.**

A. **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

B. **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

C. Such obligation to defend, indemnify, and hold harmless CITY Indemnitees shall not apply to the extent that any claim is premised on the negligence or willful act or omission of one or more CITY Indemnitees. To the extent claims, demands, or causes of action related to the performance of this agreement are premised, in whole or in part, upon the negligent or willful acts or omissions of one or more CITY Indemnitees, City shall indemnify and hold harmless CONSULTANT Indemnitees, and therefore take full responsibility for the liability, defense, and defense costs, including damages and attorney's fees, of any such City Indemnitee.

D.

E. It is further agreed that City does not, and shall not, waive any rights against Consultant which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Consultant's deposit with City of any of the insurance policies described in this Agreement.

F. This indemnification shall arise immediately upon tender of any matter or claim potentially covered by the obligations listed above.

G. The provisions set forth in this Section shall survive termination of this Agreement.

H. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations under this Section, which shall apply whether or not such insurance policies are applicable to a claim or damages.

## **17. INSURANCE.**

Consultant shall provide insurance in accordance with the requirements of Exhibit C, which is attached hereto and incorporated herein by reference. Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "Insurance Requirements" attached hereto and incorporated herein by reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing, in advance, by City. A lapse in any required insurance coverage during this Agreement shall be breach of this Agreement.

## **18. PERSONNEL.**

A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

B. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's Key Personnel assigned to perform the Services. Key Personnel for this contract are defined to include the following people: Wyatt Paxton. Consultant shall provide City with a minimum twenty (20) days prior written notice of any changes in Consultant's Key Personnel assigned to the provide Services, provided that Consultant receives such notice, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

## **19. NOTICES.**

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Colusa  
 425 Webster Street  
 Colusa, CA 95932  
 ATTN: CITY MANAGER

Consultant: Wyatt Paxton Consulting  
 P.O Box 493412  
 Redding Ca 95049  
 ATTN: Wyatt Paxton

## **20. CITY NOT OBLIGATED TO THIRD PARTIES.**

City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

## **21. MISCELLANEOUS PROVISIONS.**

### **A. NON-DISCRIMINATION.**

Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

### **B. UNAUTHORIZED ALIENS.**

Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **C. SECTION HEADINGS.**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

### **D. SEVERABILITY.**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**E. REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**F. NO WAIVER OF DEFAULT.**

No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

**G. ENTIRE AGREEMENT AND AMENDMENT.**

This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument signed by both City and Consultant.

**H. SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**I. APPLICABLE LAW; VENUE.**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Colusa, if in state court, or in the federal court nearest to the City of Colusa, if in federal court.

**J. AUTHORITY.**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.



### **K. CONFLICTING TERMS.**

This Agreement and its Exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

### **L. CONFLICT OF INTEREST**

Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

### **M. SOLICITATION**

Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

### **N. ATTORNEYS’ FEES**

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by City.

**CITY OF COLUSA**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Jesse Cain City Manager

Wyatt Paxton, Consultant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of this work under this Agreement, and my method of compliance is further described below.

With the above understanding, I certify the following:

- \_\_\_\_\_ Consultant is insured against liability for workers' compensation.
- \_\_\_\_\_ Consultant is self-insured for workers' compensation. I will provide a copy of Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations.
- XX      Consultant is a sole proprietor or partnership. I am the owner of the organization or a partner, and Consultant is exempt from the State workers' compensation requirements because we have no employees.

CONSULTANT

By: \_\_\_\_\_

Title:

## EXHIBIT A

### SCOPE OF SERVICES:

The Scope of Work for this Agreement includes, without limitation, the following tasks:

- Under the direction of the City Council, in coordination with the City Manager, serving as the City's Building Inspector and Plan Checker,

#### **Building Inspections Services**

- To provide inspections of building and/or other structures to determine compliance with applicable section of the currently adopted editions of the California Building Standards Code, City ordinances, and City approved plans for which a Building Permit has been issued by the City and falling within the purview of the City Building Official.
- Building inspector will, as requested, review plan sets, calculations, specifications, soil reports, and other support documents for structural, life safety, plumbing, electrical, mechanical, Title 24 Energy, and Title 24 handicap compliance as required by the City's Land Use and Development Code and other relevant State laws for Residential or Commercial Projects. All plan review shall be performed by a licensed civil or structural engineer, registered architect, or International Conference of Building Official's certified plans examiner.
- Will complete the initial review of Commercial, multi-family, or single family residential applications within 5 working days of receipt in most cases. Completion time for extremely large projects will be agreed upon between Building inspector and the Building Official or designee prior to start should scheduling differ from above
- Provide direct plan check corrections letters specifying plan locations of non-complying items plus specific code section involved. Correction letter will be sent to the project architect/designer of record with a copy to the applicant and the Building Official or designee.
- Must be available by phone or e mail to assist the applicant in responding to the plan review comments. When justified and necessary Building Inspector will meet the applicants at City offices or other agreed upon location to discuss potential solutions to the problem areas.
- Be able to work Tuesdays and Thursdays depending on scheduling

**EXHIBIT B**  
**FEE SCHEDULE**

Building Inspector and Plan Checker Rate: \$100.00 Per hour and \$65.00 per hour for staff under his direction.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS TO**  
**CONSULTANT SERVICES AGREEMENT**

- A. During the term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect, at its sole cost and expense, the following insurance policies or, if Consultant chooses, policies providing equal or greater coverage:
- i. **Commercial General Liability Insurance:** \$2,000,000.00 per claim and \$4,000,000.00 general aggregate. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.
  - ii. **Automobile Liability Insurance:** \$500,000.00 and Umbrella Policy - \$500,000.00 (Combined \$1,000,000.00 coverage).
  - ii. **Professional Liability Insurance:** \$1,000,000.00 per occurrence or claim covering the Consultant’s errors and omissions. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
    - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
    - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
    - d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.
  - iv. **Workers’ Compensation Insurance:** Consultant shall maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers’ Compensation and Employer’s Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

- B. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- i. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
  - ii. The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming CITY and its officers, employees, agents and volunteers as additional insured's for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
  - iii. CONSULTANT agrees to provide thirty (30) days prior written notice to CITY of any failure to renew any such policies of insurance or to replace them with equal or better coverage. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.
  - iv. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
  - v. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- C. CONSULTANT agrees that if it does not keep the aforesaid insurance (or equal or better coverage) in full force and effect, and reinstate such insurance within fifteen (15) days of receiving written notice from CITY of CITY's plan to exercise its rights under this Section, CITY may either
- (i) immediately terminate this Agreement; or
  - (ii) take out the minimum insurance necessary to rectify the lapse and pay the premium(s) thereon at Consultant's expense.
- D. At all times during the term of this Agreement, CONSULTANT shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts. CONSULTANT shall file with CITY's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- E. CONSULTANT shall provide proof to the CITY's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverage's.

- F. If CONSULTANT does not have any employees, Workers' Compensation insurance shall not be required. However, CONSULTANT shall be required to execute CITY's "Workers' Compensation Waiver" form.
- G. The insurance policies required by this Section may not contain language which prohibits additional insured's. In addition, any deductibles or self insured retentions must be declared on the certificate of insurance.
- H. The following requirements apply to all policies required by this Agreement:
- i. **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
    - a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
    - b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
  - ii. **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
  - iii. **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.
  - iv. **Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
  - v. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.
  - vi. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
  - vii. **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

- viii. **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT****DIVISION OF FEDERAL FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200, 95833

P.O. Box 952054

Sacramento, CA 94252-2054

(916) 263-2771

[www.hcd.ca.gov](http://www.hcd.ca.gov)

April 19, 2022

**MEMORANDUM FOR:** All Potential Applicants

**FROM:** Geoffrey M. Ross, Deputy Director  
Division of Federal Financial Assistance

**SUBJECT:** **2022 Community Development Block Grant Program  
Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$30 million in federal funds for the 2022 Community Development Block Grant (CDBG) program. The Department is also releasing an amendment to the State of California Final CDBG Program Guidelines to change the requirement for housing element compliance from the time of application to the time of award of funding. Funding for this NOFA is available to the state from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing Community Development Act of 1974, as amended and 24 Code of Federal Regulation (CFR) Part 570 Subpart I "State Community Development Block Grant Program". These regulations require the state to make funds available to units of general local government in the state's non-entitlement areas. Units of general local government are defined by HUD as political subdivisions of the state, which in California are towns, cities, and counties. Only non-federally recognized Tribes can receive funding through applications submitted by non-entitlement cities and counties. No direct funding from the Department can be provided to Tribes, Tribal Designated Housing Entities, or nonprofits.

CDBG funds are provided as grants for a wide range of activities directed toward Economic Development (ED), improvement of community facilities and infrastructure, neighborhood revitalization, and public services. All CDBG activities must meet one of the following National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums and blight; or meet certain urgent community needs.

This NOFA provides detailed information on the application process for CDBG funding. The critical priority for this funding is to ensure all eligible persons receive equitable access to services, and are served with dignity, respect, and compassion regardless of circumstance, ability, or identity, which includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance abuse vulnerabilities, people with limited English

CDBG 2022 Notice of Funding Availability  
 April 6, 2022  
 Page 2

proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. Additionally, the Department expects eligible Applicants to plan for how this funding will reduce disparities and increase racial equity in their communities.

Applications for CDBG funding under this NOFA will be accepted via the Department's online grant application and management system, Grants Network, supported by eCivis. Profile set-up instructions and other technical assistance can be found on the [webpage](#) under Training and Technical Assistance at [eCivis Grants Network User](#).

#### NOFA Deadlines

<b>NOFA Release</b>	<b>April 19, 2022</b>
Application Submittal	<b>Start Date: April 20, 2022</b>

#### Housing and Community Development Programs

Community Development Competitive Programs Applications Due	<b>June 20, 2022, at 3:00 p.m. Pacific Daylight Time (PDT)</b>
<b>There will be no Multifamily Housing, Housing Infrastructure, and Community Development Project funding in this NOFA. The Department will continue to fund down the Over-the-Counter (OTC) waiting list from the 2019-2020 NOFA.</b>	

#### Economic Development Projects and Programs

Economic Development Applications Due	<b>July 18, 2022, at 3:00 p.m. PDT</b>
---------------------------------------	--

#### Applications in partnership with non-federally recognized Tribes

Non-Federally Recognized Tribes	<b>August 19, 2022, at 3:00 p.m. PDT</b>
---------------------------------	--

To receive CDBG program NOFA FAQs, emails, and other information and updates, please subscribe to the Federal Programs [listserv](#). **If you have any questions, please submit them to [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov).**

All activities in this NOFA are subject to availability of funds and continuing HUD and legislative authority.

Attachment

# **Community Development Block Grant Program 2022 Notice of Funding Availability**



**Gavin Newsom, Governor  
State of California**

**Lourdes M. Castro Ramírez, Secretary  
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director  
California Department of Housing and Community Development**

2020 W. El Camino Avenue, Suite 500, Sacramento, CA 95833  
Telephone: (916) 263-2771

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>

Community Development Block Grant Program email: [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov)

April 6, 2022

## CONTENTS

Item 19.

<b>I. Overview .....</b>	<b>1</b>
A. Notice of Funding Availability .....	1
B. Tentative Timeline.....	1
C. What is new in this NOFA .....	2
D. Authorizing Legislation .....	3
E. Definitions .....	4
<b>II. Program Requirements .....</b>	<b>4</b>
A. Eligible Applicants.....	4
B. Restrictions on Multiple Activities in the Same Political Districts.....	5
C. Allocation and Funding .....	5
D. State Allocations .....	6
E. Special Allocations.....	7
F. Federal Limits .....	7
G. Activity Delivery .....	8
H. Insufficient Demand .....	9
I. Eligible Activities .....	9
J. Activity Limits .....	9
<b>III. Application Requirements .....</b>	<b>10</b>
A. National Objectives .....	10
B. Milestones .....	12
C. Conditions.....	13
<b>IV. Application Threshold and Initial Requirements.....</b>	<b>13</b>
A. Threshold Requirements.....	14
B. Application and Activity Requirements .....	18
<b>V. Application Review .....</b>	<b>21</b>
<b>VI. Award Recommendations .....</b>	<b>22</b>
<b>VII. Application Submission.....</b>	<b>22</b>
A. Workshops.....	22
B. Disclosure of application.....	23
<b>VIII. Appeal Criteria and Process .....</b>	<b>24</b>
A. Appeal process and deadlines.....	24
B. Appeal decisions .....	24
C. Effectiveness .....	24
<b>IX. Awards announcement and grant implementation.....</b>	<b>25</b>
A. Awards announcements .....	25
B. Standard Agreements .....	25
<b>X. Federal program requirements .....</b>	<b>25</b>
A. Federal Cross-Cutting Requirements .....	25
B. Relocation plan requirement.....	26
C. Procurement .....	27
D. False, Fictitious or Fraudulent Claims .....	27
E. Detecting, Preventing, and Reporting Fraud .....	27
F. Combatting Fraud .....	27

## **APPENDICES**

<b>Appendix A:</b>	Non-Entitlement CDBG Jurisdictions Census and American Community Survey Data Need Scoring
<b>Appendix B:</b>	Housing Element and Growth Control Requirements
<b>Appendix C:</b>	Citizen Participation, Public Hearings, and Public Information File Requirements
<b>Appendix D:</b>	Sample Resolution of Governing Body
<b>Appendix E:</b>	IDIS Matrix - CDBG Eligibility Activity Codes and National Objectives
<b>Appendix F:</b>	Accessing CDBG Income Limits by Country and HUD Low/Moderate-Income Area Benefit Data
<b>Appendix G:</b>	Determining Service Area
<b>Appendix H:</b>	CDBG Income Survey Information
<b>Appendix I:</b>	State Objective Criteria and Scoring
<b>Appendix J:</b>	2021 CDBG Application Certifications and Statement of Assurances
<b>Appendix K:</b>	Sample DRAFT Standard Agreement
<b>Appendix L:</b>	Scoring Matrix
<b>Appendix M:</b>	Program Expectations for Economic Development Activities
<b>Appendix N:</b>	Racial Equity
<b>Note –</b>	Appendices are located in eCivis in the ‘Files’ tab on the Department under each specific program solicitation

## I. Overview

### A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) announces the availability of approximately \$30 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2022 funding year. CDBG funds are provided as grants to Non-Entitlement Jurisdictions. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of Low- and Moderate-Income (LMI) persons, families, households, and neighborhoods. LMI is defined as neighborhoods, families, households, and individuals whose income does not exceed 80 percent of the county median income, as adjusted by the United States Department of Housing and Urban Development (HUD) for family household size.

All applications will be reviewed for completeness and compliance with state and federal requirements. Only complete and compliant applications will be eligible for application review, approval, and potential funding.

### B. Tentative Timeline

The timeline below identifies deadlines for the 2022 program year application process.

#### NOFA Deadlines

<b>NOFA Release</b>	<b>April 19, 2022</b>
<b>Application Submittal</b>	<b>Start Date: April 20, 2022</b>

#### Housing and Community Development Programs

<b>Community Development Competitive Programs Applications Due</b>	<b>June 20, 2022, at 3:00 p.m. Pacific Daylight Time (PDT)</b>
<b>There will be no Multifamily Housing, Housing Infrastructure, and Community Development Project funding in this NOFA. The Department will continue to fund down the Over-the-Counter (OTC) waiting list from the 2019-2020 NOFA.</b>	

#### Economic Development Projects and Programs

<b>Economic Development Applications Due</b>	<b>July 18, 2022, at 3:00 p.m. PDT</b>
--	--

#### Applications in partnership with non-federally recognized tribes

<b>Non-federally recognized Tribes</b>	<b>August 19, 2022, at 3:00 p.m. PDT</b>
--	--

Undersubscribed ED OTC and Competitive program funds remaining at the close of the 2022 CDBG NOFA will be rolled into the CD OTC waitlist of projects submitted under the 2019 Housing and Non-Housing OTC applications in the 2019-2020 NOFA.

Applications submitted before the application start date or after the respective due date or closing date will not be accepted. There will be no exceptions. The Department **recommends Applicants plan to submit their application(s) well before the final due or closing date** to provide opportunity for troubleshooting if needed.

Each application will be digitally time stamped upon submittal.

### C. What is new in this NOFA

#### 1. Resolution

The Department-approved resolution form provided within the appendices of the NOFA **MUST BE** used. Applications that are submitted with resolutions that are not on the Department-mandated form **will be disqualified**. If a governing body must prepare a separate resolution concurrently that conforms to its local standard, it may do so in addition to preparing the resolution form provided by the Department.

This is an internal control to prevent and detect **fraud** as required by HUD. This resolution also allows Standard Agreements to be executed without delay that can result when a resolution is not acceptable to the Department.

#### 2. Capital Improvement Projects

The Department will not accept any new CD OTC capital improvement (Project) applications for the 2022 funding round. As part of the CDBG redesign, the Department implemented OTC applications for capital improvement Projects for multifamily housing, infrastructure, and public facilities in the 2019-2020 NOFA. This solicitation was oversubscribed and, in response to stakeholder feedback, those applications that were not funded were placed on a waitlist. The Department will continue to fund down the existing waitlist of shovel-ready Projects through the 2022 program year if the funds from this NOFA are undersubscribed.

#### 3. Workshops

Workshops will be conducted virtually via Zoom. The schedule and registration information will be posted to the CDBG [webpage](#). Training and Technical Assistance are also available on the CDBG [webpage](#).

In addition to the standard NOFA workshop, the Department will also be offering a series of trainings covering several topics that have been identified as a need for Applicants. Applicants are highly encouraged to attend the CDBG NOFA Workshops and any CDBG trainings as they detail specific issues, changes, solutions, guidance, and federal and state rules pertaining to CDBG Programs. An Applicant that opts out of any of the CDBG trainings will not be exempt from knowing the federal and state rules pertaining to the CDBG program.

#### 4. Appeal Period

Appeals period changed from five (5) days to ten (10) days.

### D. Authorizing Legislation

- [24 Code of Federal Regulations \(CFR\) §570.480 et. seq.](#), Federal CDBG Regulation
- [24 CFR Part 58](#) Environmental Review Procedures
- [2 CFR Part 200](#) Uniform Grant Administration Requirements
- [Health & Safety Code \(HSC\) §§50825-50834](#), State of California CDBG program
- [2020-2024 State of California Consolidated Plan](#)
- [2022-2023 State of California Annual Action Plan \(Currently being drafted\)](#)
- [CDBG Guidelines, California Department of Housing and Community Development](#)

If there are changes to federal or state statutes or regulations, other laws governing the CDBG program, or funding is modified by Congress, HUD, the Department, or the State Legislature, these changes may become effective immediately and apply to funded activities under this NOFA.

**Note:** The Housing and Community Development Act of 1974 (HCDA) is codified as Title [42 U.S.C. §5301, et. seq.](#); thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA 105(a)(22) and [42 U.S.C. §5305\(a\)\(22\)](#) are references to the same statute language. For the purposes of this NOFA, we will use the 42 U.S.C. §5301 citations for references to the federal statutes.

In administering this NOFA, if there is a conflict between the federal statutes or regulations and state statutes or guidelines, the federal statutes and regulations shall prevail. All activities in this NOFA are subject to availability of funds and continuing HUD and California legislative authority. The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all its provisions. The Department will notify interested parties through listserv emails and by posting notification on the Department website if the Department rescinds, suspends, or amends this NOFA. This NOFA is not a commitment of funds to any Activity or Applicant.



## E. Definitions

Except as otherwise defined herein, all defined terms have the meaning set forth in [42 U.S.C. §5302\(a\)](#) and the [State CDBG Guidelines](#).

## II. Program Requirements

**All Program Requirements, Application, Application Threshold, and Initial Requirements set forth in sections II-IV must be met. Failure to include all of the requirements will result in disqualification.**

### A. Eligible Applicants

**ONLY Non-Entitlement Units of General Local Government such as cities, counties and municipalities are eligible to apply.** Federally recognized Tribes, non-federally recognized Tribes, and nonprofits may receive assistance by entering into a subrecipient agreement, Memorandum of Understanding, or contract with an eligible Applicant.

#### 1. Non-Entitlement Status federally

CDBG program funds are provided as grants to Non-Entitlement Jurisdictions. These Jurisdictions are encouraged to partner with federally – and non-federally recognized Tribes, districts, agencies, nonprofit service providers, and other community organizations, whenever appropriate, to prepare and submit applications for CDBG funding, and to administer and complete CDBG funded Programs and Projects.

Incorporated cities located in an urban county as defined by [42 U.S.C. §5302\(a\)\(6\)](#) must formally elect to be excluded from participation in the urban county entitlement status. HUD and the Department must be notified that the city has elected to be excluded from the urban county participation as per [24 CFR §570.307\(g\)](#) for it to be eligible for the state CDBG program. Only eligible activities from eligible Applicants will be scored and ranked.

#### 2. Housing Element Compliance

As per [HSC §50829](#), the Applicant must submit a draft and adopted housing element to the Department in accordance with the requirements listed in [Government Code \(GC\) §65580](#), et seq. and [GC §65585](#) (see Appendix B) prior to an award being granted. Applicants that fail to comply with the procedural requirements (i.e., GC §65585) of the Housing Element Law are ineligible for funding through the state CDBG program. Eligibility cannot be restored until the Applicant has met such procedural requirements.

### 3. Growth Control Limitations

Applicants that have adopted growth controls, including, but not limited to restrictions on residential building permits and residential buildable lots, that do not meet the exception criteria in HSC §50830 (b) and (c) are ineligible for funding as per [HSC §50830](#). Applicants intending to apply for CDBG funds are required to submit a signed 2022 CDBG Application Certifications and Statement of Assurances that certifies the Applicant has not adopted any residential growth controls, or that adopted residential growth controls meet the applicable exception criteria. Failure to submit executed Application Certifications and Statement of Assurances will result in Applicant ineligibility.

### 4. Application Submittal

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

- An eligible Applicant may apply on its own behalf
- An eligible Applicant may apply on behalf of one or more other eligible Applicants
- Two or more eligible Applicants, which share a program, may submit a joint application
- An eligible Applicant may apply on behalf of an eligible subrecipient including a non-federally recognized Tribe or nonprofit.

## B. Restrictions on Multiple Activities in the Same Political Districts

**In addition to Activity and application limits identified in the NOFA, an eligible nonentitlement Applicant may apply for activities in service areas within or outside of the Applicant's Jurisdiction when the Applicant is applying for funds set aside by the California State Legislative for non-federally recognized Tribes ([HSC §50831](#)) or Colonia's as defined in Restrictions on Multiple Activities in the Same Political Districts.**

Applications for eligible activities outside the Applicant's Jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG program and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

## C. Allocation and Funding

Funds will be allocated according to federal regulations found in [24 CFR §570](#) and state statute, as found in [HSC §50827](#), et seq. For more information, please

reference the [CDBG Guidelines](#). The tables below include the estimated percentage of funding available for set-asides and funding caps for the 2022 allocations. The amount of total funding available and the allocations of those funds are only estimates and are subject to change without notice. Funding awarded through this NOFA will have a 36-month expenditure and liquidation period.

#### **NOTE REGARDING DRAW DOWN OF GRANT FUNDS:**

Pursuant to both federal and state law all CDBG costs must be:

- (1) necessary
- (2) reasonable
- (3) there can be no duplication of benefit
- (4) CDBG funds cannot be used to supplant local or state resources
- (5) Applicant must guard against fraud and (6) ineligible uses of CDBG funds

Awards will be limited to \$1.5 million per Jurisdiction, including all applications submitted under this 2022 NOFA, except jurisdictions applying on behalf of a Colonia or a non-federally recognized Tribe which may additionally apply for funds under those set-asides.

#### **D. State Allocations**

##### **1. Economic Development (ED)**

Per state statute, 30 percent of the annual allocation, less state operating funds, must be set aside for ED projects and programs.

**NOTE:** the Department is piloting the availability of advancing funds for ED Loans/Grants with CDBG-CV awards and may offer advances for this purpose to 2022 CDBG Applicants at a later date, at the Department's discretion and pending successful deployment of the pilot.

##### **2. Housing and Housing-Related Infrastructure**

Per state statute, 51 percent of the annual allocation, less state operating funds, must be used by the Department to make grants to eligible cities or counties for the purpose of providing or improving housing opportunities for persons and families of low or moderate income or for purposes directly related to the provision or improvement of housing opportunities for persons and families of low or moderate income, including, but not limited to, the construction of infrastructure.

Per federal statute, no more than 15 percent of the annual allocation may fund public services.

### 3. Capital Non-Housing Projects

These funds will be applied to applications carried over from the 2019-2020 NOFA waitlist.

## E. Special Allocations

### 1. Colonias

Per HUD agreement, 5 percent of the annual allocation. The Colonias allocation is exempt from the \$1.5 million per Jurisdiction limit. Eligible Activity includes housing assistance, infrastructure, planning, and public services.

### 2. Non-Federally Recognized Tribes

Per state statute, 1.25 percent of the annual allocation. The non-federally recognized Tribe allocation is exempt from the \$1.5 million per Jurisdiction limit. Eligible activities include housing assistance, infrastructure, planning, and public services.

## F. Federal Limits

### 1. Program Administration

The Department can use 3 percent of total funding for administration costs.

### 2. General Administration

Applicants may request up to a flat 7 percent of the total 2022 CDBG grant funding requested per Activity for General Administration (GA). GA costs may include, but are not limited to, the following categories:

- Salaries, wages, and related costs of the Grantee's staff engaged in activities associated with the general administration of the CDBG program, including general management, general legal services, accounting, and auditing
- Travel costs incurred in carrying out the general management of the program
- Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and ad services

- Costs for goods and services related to the general management of the program, including rental and maintenance of office space, insurance utilities, office supplies, and rental or purchase of office equipment
- Costs incurred in providing information and resources to individuals, families, and households in the LMI group, and to citizen organizations participating in the planning, implementation, or assessment of the Grantee's program
- Administrative funding can also be used for fair housing activities in compliance with the requirements of state [CDBG Guidelines §103](#). If a cost cannot be associated with one of the above listed groups and cannot be associated with direct project costs, the Department will, upon the Grantee's request, decide whether it is an administrative cost, an Activity Delivery cost, or an ineligible cost according to [24 CFR §§570.489](#) and [570.482](#)
- Completion of the NEPA Environmental Review Record for General Administration Activities (GA NEPA)

The calculation for General Administration should be the amount of the Activity expenses plus Activity Delivery expenses multiplied by 7 percent.

$$(\text{Activity} + \text{Activity Delivery}) * 0.07 = \text{Max GA}$$

Applicants may elect to assign more funds to Activity costs and take less than the 7 percent as GA allocation. GA for PI funds is **17 percent of annual receipts**. For project budgets with both grant award and PI as funding sources, please identify how much GA will be from each source to ensure that GA stays within the program caps.

**Note:** The above allocations and limits do not total the amount available. These allocations and limits overlap, and applications may be counted against multiple allocations and/or limits. Please see the application solicitations for the available funding for each application type.

## G. Activity Delivery

Activity Delivery (AD) costs are those costs directly related and necessary to successfully complete a specific Activity. AD covers the cost of staff directly carrying out the Activity, in addition to equipment and supplies that are necessary to carry out the Activity. Eligible costs include:

- Salaries of Grantee or subrecipient staff carrying out Activity
- Activity Specific Environmental Review Costs (not for General Administration)
- Loan underwriting costs

- Architectural and engineering design costs
- Labor compliance review costs

Supplies, equipment, uniforms necessary to carry out a specific CDBG Activity

AD must be cost reasonable and directly tied to completion of an Activity that meets a National Objective.

## H. Insufficient Demand

If there is insufficient demand for an identified allocation, the Department will make awards first to any unfunded applications submitted on behalf of non-federally recognized Tribes, then to projects on the 2019-2020 NOFA OTC waitlist in the order listed and that can meet the timeliness of federal funds requirements.

## I. Eligible Activities

For a complete list of eligible activities allowed under the HCDA, go to [42 U.S.C. §5305](#). CDBG program activities should be in predominantly residential areas or should serve predominantly residential areas to be eligible.

## J. Activity Limits

Jurisdictions will submit one application per Activity. Each Jurisdiction can submit up to three (3) applications during this NOFA cycle. Each Activity must have a unique application with a complete budget, National Objective, scope of work, and milestone timeline. There will be no “combo” activities or applications accepted in this NOFA. Each application will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the sample draft Standard Agreement in Appendix K as a sample of the applicable terms and conditions required for CDBG funded activities.

### 1. Housing and Community Development (CD) Activities

The maximum grant award for all CD Activities is \$1.5 million per Jurisdiction. Per Jurisdiction limits do not apply to Colonia and Native American set-asides. The below limits are new grant awards limits per Activity. Program Income (PI) included in an activity budget does not count against the Jurisdiction maximum grant award. Total Activity budgets may exceed the award limits when PI is budgeted to the Activity; however, the new grant award, per Activity, shall not exceed the maximums below. Per-Activity limits do not apply to Colonia and Native American set-asides.

Pursuant to [24 CFR §570.482](#), eligible activities and maximum grant award amounts for funding the CDBG program include, but are not limited to:

- a) Housing assistance to single-family units
  - Single Family (1 - 4 units) Homebuyer Assistance - up to \$500,000
  - Single Family (1 - 4 units) Housing Rehabilitation - up to \$500,000
- b) Non-housing CD activities
  - Public services - up to \$500,000 (***Please note that rental subsistence payments are being allowed in this NOFA***)
  - Planning & Technical Assistance (including Housing Planning, public services Planning and Non-housing Planning) - up to \$250,000

## 2. Economic Development Activities

The maximum total Jurisdiction grant award for ED activities is \$1.5 million. When applying for ED and CD activities, the combined maximum may not exceed \$1.5 million. Applicants may apply for up to \$750,000 maximum to be used for Business.

Assistance and/or Microenterprise Assistance. These maximums do not include PI. PI may be included in addition to the new program award. The below limits are new grant awards limits per Activity. Per-Activity limits do not apply to Colonia and Native American set-asides.

ED activities and grant awards include:

- a) Business Assistance and Microenterprise Assistance (including both Micro-Financial Assistance and Technical Assistance)- up to \$750,000
- b) Infrastructure in Support of Business- up to \$1.5 million
- c) Economic Development Planning and Technical Assistance- up to \$250,000.

## III. Application Requirements

### A. National Objectives

CDBG funded activities must meet one of three National Objectives:

- Benefit LMI persons
- Aid in the prevention or elimination of slums or blight
- Meet an urgent need

At least 70 percent of the funds awarded must benefit LMI individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest income-eligible group. Individual activities shall meet one of the following National Objectives:

## 1. Low- to Moderate-Income

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. HUD updates income limits annually. Applicants will be notified via a news blast email and information will be posted on the Department's website when the HUD Adjusted Median Family Income (HAMFI) limits and low- to moderate-income areas (LMA) are updated. Applicants are required to use the updated income limits as soon as they are available. The LMI National Objective consists of the following categories:

### a. Low-moderate Income Limited Clientele

Low- to moderate-income Limited Clientele (LMC), as defined by income limits or presumed benefit, refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD. Presumed benefit LMC refers to persons who, as a category, are typically low income.

- Seniors
- Persons with a disability
- People experiencing homelessness
- Abused children and battered spouses
- Illiterate adults
- Persons living with acquired immunodeficiency syndrome (AIDS)
- Migrant farmworkers

### b. Low- To Moderate-Income Area (LMA)

LMA is identified using census tracts and block groups. LMA may also be identified through an income survey. See Appendix H for additional information regarding CDBG income surveys, which:

- Are based on the American Community Survey using Census Geographies.
- Contain at least 51 percent of households in the area earning at 80 percent or below HAMFI to meet LMA.
- Must be contiguous and the area should be mapped to show eligibility.
- Must be an Activity with public benefit for the area, such as streets and sidewalks, sewer/water Infrastructure, community facilities, or park improvements.
- Should be determined to be LMA eligible from the map application at HUD's [Low- and Moderate-Income Summary Data](#) Application page. [Instructions for HUD's mapping application](#) are available to assist in using the map application.

### c. Low- to Moderate-Income Housing (LMH)

LMH as defined by household income limits is a household earning 80 percent or less of HAMFI.



d. Low- to Moderate-Income Jobs (LMJ)

LMI Job Creation or Retention Activities (LMJ)

- LMJ is based on the number of full-time equivalent jobs created or retained.
- Must create or retain jobs, and 51 percent of those jobs must be for LMI persons.
- To meet the public benefit requirements for LMJ activities, for every \$35,000 spent, one full-time equivalent job must be created/retained.

2. Slums and Blight on an area basis (SBA) and on a spot basis (SBS)

- Areas must be geographically defined and publicly identified as slums or blighted, typically by a council or board resolution before the Activity is considered.
- Activities must aid in the prevention or elimination of slums or blight as described in [24 CFR §570.483\(c\)\(1-2\)](#).

3. Urgent Need

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR §570.483\(d\)](#) and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

**Special requirements apply to Urgent Need. Please contact the Department for more information.**

## B. Milestones

All CDBG program-funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include at least five milestones per Activity application. Milestone One and the Final Milestone will be prepopulated and cannot be edited by Applicants:

- Milestone One: Activity Initiation. Must be completed no later than 60 days from contract execution
- Milestone Two: First draw of grant funds
- Milestone Three: 50 percent completion
- Milestone Four: Final draw of grant funds
- Final Milestone: Activity closeout (must be completed no later than 90 days after the Expenditure Deadline)

Additional milestones are optional, though encouraged for best practice of Activity implementation. Milestones may be adjusted for delays in application review and Standard Agreement execution. Applicants are encouraged to evaluate feasibility of meeting milestones and build time for unexpected delays into milestone schedules. Milestones may not extend beyond the expenditure deadline of an award. All milestones proposed by Applicants are subject to the review and approval of the Department.

**TIP:** The Department realizes that these milestone dates are estimates. Instead of using an actual date for all optional milestones, please put a time frame.

For example:

Milestone Two: Activity initiation. 60 days from contract execution

Milestone Three: First draw of grant funds: 90 days from contract execution

These milestones can be updated by your CDBG representative if changes are needed to be made.

### C. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued authority of the Department to operate the CDBG program. In the event that funds are not available, the CDBG program or act under this NOFA is eliminated, or in anyway restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above.

**This NOFA is not a commitment of funds to any Activity or Applicant.**

## IV. Application Threshold and Initial Requirements

All applications are required to pass threshold requirements. Applications that do not meet threshold will not move on to scoring, or in the case of ED OTC, will not be reviewed for award and immediately disqualified.

The Department **strongly recommends** a careful review of the application and application instructions **PRIOR** to beginning the application.

## A. Threshold Requirements

The following threshold requirements must be met at the time of application:

1. The Applicant must be an **eligible nonentitlement jurisdiction**.
2. The Applicant must demonstrate to the satisfaction of the Department that it is compliant with the financial management requirements of [2 CFR §200](#).
3. The Applicant must provide the Department with its most recent single audit (as submitted to the State Controller's Office), if applicable. **If the Applicant had or has single audit findings identified in the audit, they must include the remediation plan/agreement; the Applicant will be deemed ineligible for funding through the state CDBG program until the findings are resolved or a remediation plan or agreement is established.** Any and all single audit findings are included in this evaluation.

This requirement is **not** limited to federal funds administered by the Department. If an Applicant is not subject to single audit requirements, the Applicant is not required to submit an audit.

If an Applicant is not required to submit an annual single audit, they must provide certification that they are not required to submit.

4. Pursuant to [24 CFR §578.25](#), acceptable evidence of site control is a deed or lease. Absent a current deed or lease, an Applicant may use assessor's parcel information to establish ownership for Applicant or subrecipient-owned sites. If grant funds will be used for acquisition, acceptable evidence of site control will be a purchase agreement. Site control must be maintained through the operation period of the Activity. Activities are expected to last one year.
5. Must have documented site control for that year. If site control is expected to expire during the open Activity period, the Applicant must document that either an alternative site will be made available or that the Activity operators intend to extend or renew the lease on the existing site.
6. Applicants must include the Jurisdiction name, initial all pages, sign, and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

7. Pursuant to [24 CFR §570.486](#), applications must follow CDBG Public Participation regulations. Applicants must provide documentation that the [Citizen Participation](#) requirements have been met. Documentation must include proof of public noticing, information provided during the public hearing or public meeting, and public comments received during the public participation, including Jurisdiction responses to comments. Additional information about public participation requirements can be found in Appendix C.
8. The application includes a completed Authorizing Resolution **using the required Department-approved Authorizing Resolution form** and approved by the Applicant's governing board. The Authorizing Resolution designates a person or persons responsible for, and authorized to, execute all documents related to the application of CDBG funds.

Please see Appendix D for instructions for completing the resolution along with a resolution form.

If a governing body must prepare a separate resolution concurrently that conforms to its local standard, it may do so in addition to preparing the resolution form provided by the Department. Applicants must submit their approved resolutions on the form provided by the Department by the application due date. The Department will NOT accept resolutions after this time.

9. Applicant must submit the required [Government Agency Taxpayer ID \(TIN\) Form](#) found in the Files tab of each program solicitation. Submitted TIN forms must include DUNS numbers and accurate payment information to be complete and must not have been signed more than one (1) year before submission.
10. CDBG budgets found in the Grants Network portal are required at application submission. Required budget information includes direct costs only. Direct costs for Activity, GA, Program Income, and 'Other', if applicable, must be completed and clearly identified. Do **not** include any information on indirect cost, match, or cost share.
11. In addition, Applicants are required to upload their Sources and Uses for all funds applicable to the CDBG Activity. The application will guide Applicants that are using multiple funding sources to finance their Activity to upload a comprehensive Activity Sources and Uses.
12. Based on the 50 percent rule, Applicants with one or more current and open CDBG Standard Agreements (SAs), for which the expenditure deadline established in the agreement(s) has not yet passed, shall be ineligible to apply for any additional

CDBG funds for the same type of Activity(ies) included in those open CDBG SAs, unless the Applicant has expended at least 50 percent of CDBG funds previously awarded, including PI, for that Activity, or unless a waiver to the rule has been approved by the Department's Director, as allowed at HSC §50833(f).

13. This includes PI only SAs approved for the same type of Activity(ies). For SAs awarded prior to 2018, Applicants will be required to provide their most recent Request for Funds and documentation to document compliance with the 50 percent rule requirement. For awards managed through Grants Network, a screenshot of the grant administration screen at the time of submittal of the application will work as documentation for compliance with the 50 percent rule.
14. Pursuant to [24 CFR Part 5](#), all CDBG Applicants are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, sub-recipients, etc., that are conducting business with the Applicant are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Applicants and their partners, contractors, consultants, and subrecipients must register with the [System for Award Management \(SAM\)](#) to do business with the U.S. government and have debarment checks that return a registration status of "Active" and "No Active Exclusion Records" under the Exclusion Summary.
15. The Department will not award any CDBG program funds to Applicants and Applicant partners, including contractors, subrecipients, and consultants that are debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded from participation, or that are unregistered in SAM from federally assisted programs. Applicants are not required to perform debarment checks on individual Applicant or partner employees or individual persons unless that person is acting as a contractor, consultant, subrecipient, or program partner and will be receiving payment directly from CDBG funds. **Debarment information must be complete to qualify.**
16. The Applicant must demonstrate, to the satisfaction of the Department, that it is meeting the State Objectives as described in Appendix I.
17. Pursuant to the National Environmental Policy Act of 1969 (NEPA), Environmental Standards must be met. Applicant must demonstrate compliance by submission of fully complete, current, and applicable Environmental Review Record forms and supporting documentation. Required NEPA process, training, and current forms are available on the [HUD Exchange](#) under the 'Formats' option. Additional HUD guidance can be found at the [Orientation to Environmental Reviews](#) page also on the HUD Exchange.

18. NEPA Level of Review worksheet must include the Determination of Level of Review Worksheet.
19. If Applicants intend to use CDBG funding for GA Activities, a GA NEPA review will also be required at application submission, specifying the applicable exemption in [24 CFR §58.34\(a\)](#).
20. For ED Business Assistance and CD housing assistance activities that operate as a program but, as per HUD, require site specific environmental reviews for NEPA clearance, only a GA NEPA review is required at application. Applicants using a Tiered Review process are strongly encouraged to submit their Tier 1 review at application.

### **ED APPLICATIONS ONLY**

The Applicant must demonstrate capacity and experience to operate an ED Activity. Capacity and experience may be documented through one of the following commitments:

- a. The Applicant has hired staff that are able to dedicate capacity to the operation of a CDBG-funded ED Activity.  
These staff must have at least:
  - Three years of CDBG ED experience; **or**
  - Five years of commercial underwriting experience plus two years of general CDBG experience.
- b. The Applicant has a draft contract or subrecipient agreement with a qualified consultant or nonprofit ED group with direct experience in CDBG ED implementation. The agreement must be fully executed, and a copy provided to the Department within 30 days of receipt of the Standard Agreement. Final contracts and/or subrecipient agreements must be with the same entities as proposed in draft at the time of the application. Substitutions will invalidate the application and cancel the award.

The Applicant commits to partnering with the Small Business Development Centers or a similar organization that has direct experience in CDBG ED program design, implementation, and commercial underwriting. This commitment will be a resolution, memorandum of understanding, or similar formal statement and will be required at application.

## B. Application and Activity Requirements

At time of application submission, all applications must comply with and provide documentation of HUD's federal cross cutting requirements found at [24 CFR §570.600, et seq](#), and summarized in section X Federal Program Requirements of this NOFA, and state overlays.

State overlay areas are as follows:

### 1. Application verification

Applicants must certify upon submission that their application is true and correct to the best of their knowledge: the required application input fields, attachment uploads, and budgets. **Selecting an input field or uploading a blank document to circumvent the application requirements invalidates the application certification and will result in immediate disqualification.** Applicants that intentionally input false information or that intentionally upload blank documents will have their good standing with the Department revoked and may be determined to be ineligible for other Department funding. Intentionally providing false information is fraud.

Applicants that rely on consultants or grant writers to prepare the CDBG application are strongly encouraged to review the application for completeness and correctness prior to submittal. It is also strongly encouraged to give plenty of time for submitting prior to the cutoff date and at least several hours prior to the cutoff time.

**If an input field, upload requirement, or application component is not functioning correctly, or if there are system outages or other system failures prior to submittal, please contact [cdbq@hcd.ca.gov](mailto:cdbq@hcd.ca.gov) as soon as possible prior to the cutoff time to document the issue so that applications are not disqualified due to technical difficulties. Failure to contact the Department with system issues will not exempt Applicants from application verification requirements.**

### 2. Gap funding and duplication of benefits

CDBG is intended to provide stop-gap funding for crucial infrastructure, public safety, housing, and social service projects. CDBG funds may not be obligated to Activities that are documented to already have sufficient funding for the Activity as described, or that have identified multiple funding sources for the same costs, resulting in a duplication of benefits and overfunding of the Activity. CDBG funds must be "but-for" funding for every Activity and may not be used to supplant local



or state resources. CDBG grant funds cannot be used to replace funds that have been budgeted and/or expended from another funding source for the same Activity. Pre-agreement costs are eligible provided that the initial funding for those costs is identified as a temporary funding source (such as a loan from a local fund wherein the loan is float funding the CDBG Activity pre-agreement costs but must be repaid so that the temporary loaned funds may be used as originally intended) and that the costs are budgeted to be part of the CDBG Activity.

### 3. Good standing

The Applicant, and any co-Applicant, together with all respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements). Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

### 4. Article XXXIV

Applicants engaging in low-income housing project activities that are subject to Article XXXIV of the California Constitution must show that the project approval process complies with Article XXXIV requirements. The state statutes implementing Article XXXIV can be found at [HSC §37000](#). Exceptions to Article XXXIV can be found at [HSC §37001](#).

### 5. Racial equity

Applicants should prioritize the advancement of racial equity in all CDBG programs and across systems and units of government in the Jurisdiction. The Department asks Applicants to be leaders in the community, facilitating partnerships among service organizations, housing providers, units of government, businesses, the homelessness response system, and other partners to promote racial equity practices.

All Applicants must identify the work performed to ensure racial equity in access to programs, projects, and activities funded with CDBG resources. Applicants must commit to analyzing disproportionality in access to housing, access to services, quality of service provision, and desired outcomes in Programs and Projects and affirmatively further equitable access, quality of service provision and outcomes for protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/ Latinx, Asian, Pacific Islanders, and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, and homelessness.



Applicants cannot simply rely on delivering a standardization of services to address equity. Applicants must commit to reviewing their current policies and procedures and examining available data to ensure all eligible persons receive equitable services, and support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity. See Appendix N for Racial Equity Resources and Tools.

When applying for 2022 CDBG funds, Applicants should consider:

- What are the community's racial demographics and the demographics of those experiencing homelessness, housing, and economic insecurity?
- What are the outcomes of the CDBG programs based on race? What are the requirements for all sub-grantees to look at data to determine racial disparities and then put a plan in place to address them?
- How do underserved and marginalized communities learn about and access the CDBG program? What marketing and communication strategies are used to increase equitable access to CDBG programming?
- How does the grant-making process include prioritization for programs that are addressing the disproportionate impacts that housing insecurity, homelessness, economic insecurity, lack of access to equitable health care, and COVID-19 has on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities?
- How are the voices of Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities and those having lived with the experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing these challenges? How are they involved in the funding decision-making process?
- How are these funds accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs? How would these funds address the capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?
- Provide a list of partner organizations that are addressing racial equity in the housing and homeless response system, the ED sector, and the health care sector and describe how you partner with them.

The Department will require Applicants to submit related racial and ethnic data metrics of their CDBG programming on a **quarterly reporting basis**.

## V. Application Review

All applications that pass threshold will be reviewed for Activity eligibility. Activities that do not meet program eligibility requirements will be disqualified.

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. This includes, but is not limited to, authorizing an increase in funding to any Applicant after the Department makes an award under this NOFA.

Qualifying competitive applications will be scored according to the evaluation criteria outlined in the application under the Readiness Section. Scores include two components:

### A. Needs score

Needs score use publicly available data from the U.S. Census Bureau's American Community Survey to measure poverty, housing, and ED needs. These statistics are used to rank all eligible Non-Entitlement Jurisdictions and the rankings are translated into numeric scores. Need scores summarize the severity of a community's need for a specific Activity relative to other communities. The Department prepares the need scores and will provide the scores as Appendix A to this NOFA.

### B. Activity readiness

Activity readiness is an indicator of Applicant preparedness for Activity implementation. Applicants are expected to have necessary contracts and subrecipient agreements in place at the time of application submittal. Fully executed contracts and agreements will score higher than draft contracts and agreements. Applicants that will not be using contracts or subrecipient providers to carry out the Activity and will instead use Applicant staff must clearly document that staff have the experience and capacity necessary to successfully complete the Activity. Documentation will include position description(s) for the identified staff, resumes, or Curriculum Vitae for each staff person involved in the implementation of the Activity, organizational chart, and estimated workload.

Applications will be ranked based on highest score. Applicants will be notified of their point score, and the Final Point Score and Awardee List will be posted to the CDBG webpage.

## VI. Award Recommendations

Applications that are eligible, complete, and that satisfy readiness requirements may be recommended for funding. Applicants recommended for award will officially be notified of awards through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards or that fail threshold will be officially notified via email that their application was not awarded or failed to pass threshold. The Final Award List will be posted on the CDBG webpage. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

## VII. Application Submission

### A. Workshops

The Department is conducting a series of application workshops that began in January 2022. These workshops will include training on:

- Resolutions: What is required and why
- How to complete the correct level of Environmental Review
- How to pull a debarment check
- How to complete the eCivis Budget
- How to pick the correct National Objective
- How to pick the correct Matrix Code
- How to write a narrative
- How to address racial equity in your CDBG funded projects and programs
- How to complete the 2022 NOFA Application
- 2022 NOFA review

Applicants are strongly encouraged to attend these virtual workshop sessions. If they are unable to attend the virtual workshop, Applicants are strongly encouraged to review these workshops on the CDBG website. This website also provides Training and Technical Assistance materials on the CDBG program, the CDBG Redesign, using Grants Network, and preparing a CDBG program application in Grants Network.

Please visit the Department's [website](#) for upcoming information.

### B. Submission Process

**Applicants must follow instructions in this NOFA, the online application, and the CDBG program Guidelines.** The Department strongly encourages Applicants to have

all required documents on hand when completing the application. Failure to follow instructions and submit all required documentation **will result in disqualification**. Once submitted, applications must stand on their own. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information but are unable to accept any new documentation that would provide an unfair advantage over other applications. It is **strongly** recommended that all documents be reviewed and saved to their own electronic files PRIOR to submission.

The CDBG Application and all required attachments must be submitted to the Department through the [eCivis Grants Network Portal](#). Applicants must certify that all information is true and complete to the best of their knowledge, under penalty of perjury Per [83 FR 5848](#) "Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729."

Applicants that do not have an account with eCivis should log into the eCivis portal. Use the "Create an account" option to initiate a profile. See the available [training on the CDBG webpage](#) to learn how to open an account. There is no cost associated with an eCivis account.

### **C. Applicant Responsibility**

It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources is compatible with all Department program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award, or may result in the placement of conditions or limitations on an award, all as determined by Department in its sole and absolute discretion.

### **D. Disclosure of application**

Information provided in the Application will become public record available for review by the public pursuant to the California Public Records Act ([GC §6250, et. seq](#)). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identifying information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request.

## VIII. Appeal Criteria and Process

### A. Appeal process and deadlines

In order to lodge an appeal, Applicants must submit to the Department a written appeal by the filing deadline set forth below, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area(s) of the Application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

**All Appeals must be submitted to the Department via email at [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov).**

**PLEASE do not send Appeals to Department staff directly.**

Emails to the email address listed above will be accepted so long as the email time stamp is prior to the appeal deadline.

**Filing Deadline:** Appeals must be received by the Department no later than ten (10) business days from the date the Department notifies the Applicant that their application has failed to meet eligibility, threshold, or has failed to score high enough in readiness to qualify for award. Late appeals will not be reviewed.

### B. Appeal decisions

It is the Department's intent to render its decision in writing within fifteen (15) business days of receipt of the Applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

### C. Effectiveness

If the applicable statutes and/or Guidelines governing the CDBG program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

## IX. Awards announcement and grant implementation

### A. Awards announcements

The Department anticipates awards will be announced no later than September 2022. OTC awards will be announced as applications are approved for funding. Until awards are announced, the CDBG staff will not be able to discuss applications or the status of applications.

**Within 60 days from the award announcement date**, unsuccessful Applicants will have the opportunity to request an interview with Department staff to discuss their application. Applications and agreements are public information and are available for review upon request.

### B. Standard Agreements

Successful Applicants (awardees) will enter into a Standard Agreement with the Department. A draft sample Standard Agreement is included as Appendix K to this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the awardee within 30 days (contracting period) of the awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

In order to ensure that the Standard Agreements are being sent to the correct individual, **Applicants MUST complete ALL required sections of the profile section of the application.**

## X. Federal program requirements

### A. Federal Cross-Cutting Requirements

The CDBG program is administered under the rules and regulations promulgated primarily in [24 CFR §570.600, et seq.](#) These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state CDBG program.

This following is a summary of the federal cross-cutting requirements:

- Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
- Labor Standards (Davis-Bacon and related laws)
- Achieving a HUD National Objective
- Public participation requirements
- Fair Housing and Affirmatively Furthering Fair Housing
- Equal Opportunity and Non-Discrimination in federal Grant Programs
- Federal Procurement Guidelines
- National Flood Insurance Program compliance
- Relocation and displacement requirements
- Employment and Contracting Opportunities Section 3 Compliance
- Lead-based paint requirements
- No use of debarred, ineligible, or suspended contractors or sub-recipients
- Uniform Administrative Requirements and Cost Principles
- Conflict of interest prohibitions
- Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
- Compliance with Eligibility Restrictions for certain resident aliens
- Federal reporting requirements
- Grant and subrecipient monitoring requirements

## **B. Relocation plan requirement**

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Applicants must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

## C. Procurement

Pursuant to [24 CFR §570.489\(g\)](#), all Grantees must comply with federal procurement requirements. The Department will review the Grantee's procurement documents for services (i.e., administrative sub-contractor, Davis-Bacon consultant, etc.) at time of monitoring or upon request.

Requirements for federal procurement can be found at [2 CFR §200.317-326](#). Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

## D. False, Fictitious or Fraudulent Claims

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729.

## E. Detecting, Preventing, and Reporting Fraud

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused. The Department wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

## F. Combatting Fraud

The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone; they rely on Department and CDBG NOFA Applicants to combat CDBG program fraud.

HUD also relies on Applicants for, and people receiving, HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.



The HUD OIG Hotline number is [1-800-347-3735](tel:1-800-347-3735). This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG program to the OIG.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDGB program, anyone working in the CDBG program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

1. By email to: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)
2. By phone: Call toll free: 1-800-347-3735
3. By fax: 202-708-4829
4. By mail: - Department of Housing & Urban Development  
Office of Inspector General Hotline Manager  
400 Virginia Avenue, SW, Suite 120  
Washington, DC 20024



## City of Colusa California

### STAFF REPORT

**DATE:** June 21, 2022  
**TO:** Mayor and Council Members  
**FROM:** Shelly Kittle, City Clerk

**AGENDA ITEM:**

Subject: Consideration of Planning Commission Appointment

**Recommendation:** Council to appoint Vicky Willoh to fill the Planning Commission vacancy.

**BACKGROUND ANALYSIS:** Mr. Armocido resigned from the Planning Commission on May 25, 2022. He was reappointed on March 1, 2022 for another four-year term. Applicant Vicky Willoh applied for one of the Planning Commission vacancies on February 23, 2022 but was not appointed. I contacted Ms. Willoh after receiving Mr. Armocido's resignation and confirmed she was still interested in serving on the Planning Commission.

**BUDGET IMPACT:** None.

**STAFF RECOMMENDATION:** Council to appoint Vicky Willoh to fulfill Mr. Armocido's unexpired seat until March 2026.

**ATTACHMENT:** Application – Vicky Willoh

FEB 23 2022

APPLICATION FOR COMMISSION VACANCY

CITY OF COLUSA

Name: Vicki Willoh

Address: [REDACTED] St Colusa

Resident of County ☒ Resident of City ☒ Resident of Colusa Unified School District ☒

Phone: 530-[REDACTED] Email: vwilloh@hotmail.com

I am interested in the vacancy on the following Commission:

☒ **Planning Commission – 4 year term**

Three (3) members must be residents of the City at the time of appointment and during his/her term, and shall not be officers or employees of the City. Two (2) members may be residents of Colusa County, residing within two miles of the boundaries of the City at the time of appointment and during his/her term, and shall not be officers or employees of the City.

☐ **Park, Recreation & Tree Commission – 4 year term**

Applicant must be a resident of the City or a resident of Colusa County living within two miles of the City limits at the time of appointment and during the term and shall not be an officer or an employee of the City.

☐ **Heritage Preservation Commission – 4 year term**

Applicant must be a resident of the City or a resident of Colusa County and live within two miles of the City limits at the time of appointment and during his/her term, and shall not be an officer or an employee of the City.


Briefly, state your interest in serving on this Commission and give a summary of your education, experience and/or qualifications that you believe would be relevant to this Commission.

The growth of our City in a positive fashion is  
what has inspired me to apply for this position  
My 20 plus years of being a Local Real Estate  
agent has given me insight to the needs  
of the community. I truly believe that we  
should always work in the solution - thus  
I volunteer and attend City Council meetings

Are you available on the dates and times when this commission meets? ☐ Yes ☐ No

I have read and understand the responsibilities of the Commission as set forth in the Colusa City and agree to work to carry out these responsibilities. I further understand that I serve at the pleasure of the Colusa City Council and can be removed from this position, with or without cause, at any time.

I, the undersigned, state that I am a citizen of the United States and fulfill the residency requirements listed above, and that I wish to have my name considered for appointment to the commission indicated above.

  
Applicant Signature

2-23-22  
Date



## City of Colusa California

### STAFF REPORT

**DATE:** June 21 2022  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager

#### AGENDA ITEM:

Initiate Proceedings to Place Transactions and Use Tax ("Local Sales Tax") on the November 8, 2022 Ballot and to Adopt a Tax Ordinance

#### Recommendation:

Staff recommends that Council take both of the following actions:

- (i). Adopt Resolution No. 22-\_\_\_\_\_, A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUSA SUBMITTING A TRANSACTIONS AND USE TAX MEASURE TO THE VOTERS AT THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION AND TAKING CERTAIN RELATED ACTIONS
- (ii). Introduce and Waive First Reading of Ordinance No. \_\_\_\_\_, AN ORDINANCE OF THE CITY OF COLUSA, CALIFORNIA AMENDING ARTICLE VIII OF CHAPTER 8 OF THE MUNICIPAL CODE TO IMPOSE A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

#### BACKGROUND ANALYSIS:

It is no secret that the City of Colusa for years now has struggled to make ends meet and it has only achieved it at the cost of over-extending City employees. Over the years the City has eliminated positions making it necessary for remaining employees to continuously take on additional responsibilities. Unfortunately, this is to the great detriment of residents as staff struggles to respond to ever increasing community service demands. The general fund currently has very little if any funds dedicated to capital improvements from the general fund budget. This is because the current tax revenues have not been able to keep up with the rising costs of doing day-to-day business. The City of Colusa depends on tax revenues to operate and stay afloat. Like any other business, the City needs to invest into itself in order to succeed. The more resources that are invested into the community the better the City will be set-up in the future.

In the last 10 years the City has twice attempted to pass a tax initiative to increase the sales tax, both times it has failed badly. My feeling is that the citizens did not trust that the City would

spend the money responsibly as there was no clear plan moving forward with the additional tax moneys. I am recommending that the City moves to establish a general sales tax increase of 1% and demonstrate to the public what these new monies can do for City Residents, City Businesses and for the City of Colusa as whole. If the Council approves this, City administration and staff will need to start educating the public on how taxes work. The City of Colusa is one of only a handful of cities in the State of California that do not have some type of a tax initiative. There are many types of special taxes that we could try and go for, but I think a general tax would be the best and most equitable option for the City of Colusa.

Since taking over as City Manager, our local sales tax receipts have increased over \$170,000 per year. And for the last few years, we have been able to save a significant amount of money by having certain employees, one being myself, doing many different jobs in order to keep the City from going bankrupt. In addition to being the City Manager, I have continued to fulfilling the duties of the Chief Plan Operator at the wastewater treatment plant and the Utilities Superintendent for the street department. These additional duties save the City of Colusa \$483,574 per year. This calculation is based on step-1 appointment at each position. Bryan Stice has also saved the City of Colusa \$112,814 per year by being both the Building Inspector and City Planner. Additional positions that have also not been filled are the Building Maintenance, Street employees, and Police officers. If my calculations are correct, it would cost \$851,547 per year to fill all these positions. The money spent on the Economic Development position and recreation along with the additional events that were held last did not come close to the savings we realized by not filling these vacant positions. If we want to pass a tax initiative, then we need to show the public what we can do for them. Again, we continuously do more with less.

If I remember correctly, during the 2015 City budget, it was anticipated that we would have a budget deficit of \$850,000 by the year 2020. That means we would have been bankrupt by 2022. I mention this now because I think that is important that the Council and City Residents are aware of what I have saved and continue to save the City in salary costs alone, and to emphasize the importance of a sales tax increase moving forward. The City and its staff cannot continue to do more with less and expect to sustain a reasonable level of public service. I would also like the City to be in a position to start replacing employees that are sorely needed, when I leave the City my goal is to have the right employees in place and have the City in a good financial position and provide necessary continuity.

I do not want the City Council or the public to think we are headed down a bad path. I just wanted to share some relevant facts about our City finances and challenges and remediate any possible issues before it becomes too late. Under my leadership the City now boasts a positive growth pattern and we are still building. Additionally we will start seeing an increase in our property tax revenue that we haven't seen in years due to newly negotiated tax share agreements with Colusa County. The tax initiative would help the City fill needed positions, let us start to build a capital improvement plan and start making very needed street and tree repairs. I believe that a tax initiative is imperative if we intend to thrive as a City and continue to support the needs of our community and our employees. A united Council is a must for this to be successful.

State law gives cities the authority to adopt transactions and use taxes. Such taxes, which are often called local sales taxes, are collected by the State Department of Tax and Fee

Administration along with the sales and use tax, and the proceeds of the tax are paid by the state to the city imposing the tax (less an administrative charge).

A transactions and use tax can be a general tax (deposited in the general fund) or a special tax (reserved for a specific purpose). A general tax requires majority (50% + 1) approval by the registered voters voting at an election. A special tax requires two-thirds voter approval. In either case, in addition to the necessary voter approval, the ordinance imposing the tax must be approved by a two-thirds vote of the City Council.

The attached ordinance imposes a general tax at a 1% rate for four years. The attached resolution submits the tax ordinance to the voters.

**BUDGET IMPACT:** If passed a 1% tax increase would add approximately \$1.8 million annually to the general fund.

**ATTACHMENTS:** Resolution 22-\_\_\_\_  
Ordinance

## RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA SUBMITTING A TRANSACTIONS AND USE TAX MEASURE TO THE VOTERS AT THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION AND TAKING CERTAIN RELATED ACTIONS

**WHEREAS**, the City relies on its general fund to pay for services such as police, fire, and EMT services, as well as to improve the City's streets, parks and other infrastructure; and

**WHEREAS**, Section 7285.9 of the California Revenue & Taxation Code authorizes the City to levy a transactions and use tax for general purposes if the ordinance proposing that tax is approved by a two-thirds vote of all members of the Council and the tax is approved by a majority vote of the qualified voters of the city voting in an election on the issue; and

**WHEREAS**, such a tax is commonly referred to as a "local sales tax"; and

**WHEREAS**, by prior resolution, the Council called a general municipal election to be held on November 8, 2022 (the "Election") for the purpose of electing two members of the City Council; and

**WHEREAS**, by prior resolution the Council requested that the Election be consolidated with the Statewide General Election; and

**WHEREAS**, the Council desires to submit a transactions and use tax measure to the voters at the Election;

**NOW, THEREFORE**, be it resolved by the Council of the City of Colusa as follows:

**Section 1.** The foregoing recitals are true and correct, and this Council so finds and determines.

**Section 2.** The Council hereby orders, pursuant to Section 9222 of the Elections Code, that the ordinance attached hereto as Exhibit "A" and incorporated herein by reference, (the "Ordinance") be submitted to the voters at the Election. Adoption of the Ordinance requires a majority vote of those voting on the matter. The type of tax, rate of tax, and manner of collection are set forth in the ordinance.

**Section 3.** The question submitted shall appear on the ballot as follows:



For general government use, such as providing police/fire/emergency medical services and improving the City of Colusa's streets, parks and other infrastructure, shall an ordinance imposing a one-cent transactions (sales) and use tax, to expire after four years unless extended by both the voters and City Council, be adopted, providing approximately two million dollars annually, with all funds locally controlled, a citizen's oversight committee and subject to annual audits?	YES	
	NO	

**Section 4.** The City Clerk is instructed to transmit the Ordinance to the City Attorney along with a request that an impartial analysis be prepared pursuant to Elections Code Section 9280.

**Section 5.** In all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding municipal elections.

**Section 6.** Notice of the time and place of holding of the Election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in the time, form, and manner as required by law.

**Section 7.** Pursuant to Section 10400 et seq. of the Elections Code, the Board of Supervisors of Colusa County is requested to consolidate the election on this ballot measure with other elections held on the same day in the County.

**Section 8.** The Board of Supervisors is authorized to canvass the returns of the Election pursuant to Section 10411 of the Elections Code.

**Section 9.** Pursuant to Section 10002 of the Elections Code, the Board of Supervisors is requested to permit the County elections office to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the City agrees to reimburse the County, in accordance with current County pro-rations and allocation procedures.

**Section 10.** Pursuant to Section 9282 of the Elections Code of the State of California, the legislative body of the City of Colusa, or any member or members of the legislative body authorized by the body, or any individual voter who is eligible to vote on the measure or bona fide association of citizens, or any combination of voters and associations, may file a written argument, not to exceed 300 words in length, accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, for or against the City measure.

**Section 11.** Rebuttal arguments will be accepted for this measure, and the City Council reiterates its adoption of the provisions of Section 9285 of the Elections Code regarding rebuttals.

**Section 12.** The City Clerk shall file a certified copy of this Resolution with the Board of Supervisors and the Colusa County elections official.

**Section 13.** This Resolution shall take effect immediately upon its adoption.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, read, and adopted at a regular meeting of the City Council on the 21st day of June 2022, by a two-thirds vote of the Council, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

THOMAS REISCHE, MAYOR

Attest:

---

SHELLY KITTLE, City Clerk

**Exhibit A**  
Ordinance

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF COLUSA, CALIFORNIA  
AMENDING ARTICLE VIII OF CHAPTER 8 OF THE MUNICIPAL CODE TO IMPOSE A  
TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA  
DEPARTMENT OF TAX AND FEE ADMINISTRATION

The People and the City Council of the City of Colusa, California, do ordain as follows:

Section 1. CODE AMENDMENT. Article VIII of Chapter 8 of the Municipal Code is hereby amended to read as follows:

**“Section 8-51. Title:**

This article shall be known as the City of Colusa Transactions and Use Tax Ordinance. The City of Colusa hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

**Section 8-52. Operative Date:**

“Operative Date” means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

**Section 8.53. Purpose**

This article is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

#### **Section 8.54. Contract With State:**

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

#### **Section 8.55. Transactions Tax Rate:**

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1.0% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

#### **Section 8.56. Place of Sale:**

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

#### **Section 8.57. Use Tax Rate:**

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1.0% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

#### **Section 8.58. Adoption of Provisions of State Law.**

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

## **Section 8.59. Limitations on Adoption of State Law and Collection of Use Taxes”**

Item 21.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. “A retailer engaged in business in the District” shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

## **Section 8.60. Permit Not Required:**

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

## **Section 8.61. Exemptions and Exclusions:**

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

- a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

## **Section 8-62. Amendments:**



All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

#### **Section 8-63. Enjoining Collection Forbidden:**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

#### **Section 8-64. Termination Date:**

The authority to levy the tax imposed by this article shall expire at the end of April 30, 2027.

#### **Section 8-65. Use of Proceeds:**

The proceeds from the tax imposed by this article shall be deposited in the general fund of the City and available for any lawful municipal purpose.

#### **Section 8-66. Fiscal Accountability:**

All revenues generated by the tax imposed pursuant to this article shall be annually audited by an independent accounting firm and included in an annual financial report to the City Council, which may be a part of the City's Consolidated Annual Financial Report.

#### **Section 8-67. Citizen's Oversight Committee**

There is hereby created a Citizen's Oversight Committee, which shall have no less than five members. All members of the Committee shall be residents of the City, and shall serve a four year term. The Committee shall review the annual report required by Section 8-66 of this article and may make such recommendations to the City Council as it deems necessary or useful. The Committee may, by a majority vote of its membership, choose to publish a report, in which event such report, if approved by a majority of the members, shall be published on the City's internet page. Members of the Committee shall be appointed by the City Council, and any member may be removed from the Committee prior to the end of his or her term by a two-thirds vote of the Council. In the event the City Council, the Citizen's Oversight Committee, the City, any employee of the City, or any member of the City Council or the Citizen's Oversight Committee fails to take an action required by this Section, any court of competent jurisdiction may order that the action be taken. However, such failure to act shall not invalidate the City's authority to levy any tax or in any way affect the ongoing collection of any tax pursuant to this Ordinance. All meetings of the Committee shall comply with the provisions of the Ralph M. Brown Act (Gov't Code Section 54950, et seq.).

Section 2. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 3. EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately. However, no tax imposed by this ordinance shall be effective unless that tax has been approved by a majority of the voters of the City as required by Section 2(b) of Article XIII C of the California Constitution and applicable law.

INTRODUCED BY THE COUNCIL ON JUNE 21, 2022, AND PASSED, APPROVED, AND ADOPTED BY THE COUNCIL OF THE CITY OF COLUSA BY A TWO\_THIRDS VOTE ON \_\_\_\_\_, 2022 BY THE FOLLOWING VOTE.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

Attest:

\_\_\_\_\_  
SHELLY KITTLE, City Clerk

Date: \_\_\_\_\_

ADOPTED BY THE VOTERS OF THE CITY OF COLUSA AT THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION.

\_\_\_\_\_  
THOMAS REISCHE, MAYOR

Attest:

\_\_\_\_\_  
SHELLY KITTLE, City Clerk

Date: \_\_\_\_\_