



CITY COUNCIL MEETING

Tuesday, March 07, 2023

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

AGENDA

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

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

Zoom: - Passcode: 007745

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

Mayor – Greg Ponciano

Mayor Pro Tem – Julie Garofalo

Council Member – Denise Conrado

Council Member – Ryan Codorniz

Council Member – Daniel Vaca

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION MEETING – 5:00 PM

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS(§ 54956.8) – Property (Pirelli Building, 1480 Will S. Green Avenue, Colusa, CA 95932, Agency negotiator: Jesse Cain, City Manager, and Ryan Jones, City Attorney parties: City of Colusa: Under negotiation: price and terms of payment

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

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

Professional Firefighters Association

Peace Officers Association

Department Heads

Middle Manageme

Miscellaneous Unit

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

PRESENTATION

Pavement Management Plan - City Engineer Dave Swartz

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

1. **Approve** - February 7 Council Draft Minutes
2. **Receive and File** - Police Department January report
3. **Receive and File** - December and January Treasurer's Reports
4. **Approve** -Application for Street Closure for the 2023 St. Patrick's Day event on March 17
5. **Approve** -Application for Street Closure for the 2023 Quilt Car Show event, on March 18

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

COUNCIL CONSIDERATION

6. Contract Award to Aqua Sierra Controls City Wells Upgrade Project

Recommendation: Council adopt Resolution 23-____ to award the project to Aqua Sierra Controls in an amount of \$352,109.00 and authorize the City Manager to execute a contract.

7. Consideration of adopting a Resolution of the City Council of the City of Colusa regarding a residential water shut-off policy consistent with SB 998.

Recommendation: Council to adopt Resolution 23-____ adopting a policy on residential water shut-off for nonpayment

8. Consideration of amendments to change the funding source to Drinking Water State Revolving fund (DWSRF), per the State.

Recommendation: Council to adopt the Resolution authorizing the City Manager to sign financing agreement, amendments, and certifications for funding under the drinking water state revolving fund (DWSRF); authorizing the City Manager to approve claims for reimbursement, authorizing the City Manager to execute budget and expenditure summary:

authorizing City Manager to sign the final release form and City Manager to sign the certification of project completion and pledging and dedicating net water revenues from to payment of DWSRF financing.

Recommendation: Council to adopt the Resolution to authorize a representative for drinking water state revolving fund for the City of Colusa Water Consolidation-Walnut Ranch Community Facilities District Water Infrastructure Construction Project.

DISCUSSION ITEMS

9. ARPA - Staff to listen to Council and take direction

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

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

Americans with Disabilities Act

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

“This institution is an equal opportunity employer and provider”



CITY COUNCIL MEETING

Tuesday, February 07, 2023

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

MINUTES

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

ROLL CALL - Mayor Ponciano, Council Members Garofalo, Conrado, and Codorniz – present.
Council Member Vaca – absent/excused.

PUBLIC COMMENTS – None.

CLOSED SESSION MEETING – 5:30 PM

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code § 54956.9(d)(4): (1 case)

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION – Mayor Ponciano stated there was no reportable action.
Council Member Vaca arrived during Closed Session.

ROLL CALL – All Council Members were present.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS Janice Bell expressed concerns about the homeless residing under the bridge.

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

2. **Approve** - January 17 Council Draft Minutes
3. **Receive and File** - November Treasurer's Report
4. **Adopt** - Resolution authorizing the Master Services Agreement between Hinderliter de Llamas and Associate and the City of Colusa.

ACTION: Motion by Council Member Conrado seconded by Council Member Vaca to approve the Consent Calendar. Motion passed unanimously.

COUNCIL /CITY MANAGER /STAFF REPORTS AND COMMENTS

Council Members provided updates on meetings/events they attended.

City Manager Cain provided an update on the Splash Pad construction and a Request for Proposal (RFP) for State Park improvements.

City Attorney Jones updated Council about campaign contributions.

Grant Writer Vanetta discussed available grant funding for local small businesses. The City was awarded \$200,000 to develop a city-wide safety plan, cannabis money match will be used.

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

Police Chief Fitch provided updates in his department.

Fire Chief Conley provided updates in his department

City Engineer Swartz discussed the Colusa Industrial Park parcel map and meetings he attended.

City Planner Fontes introduced himself and provided an update in the Planning Department.

City Treasurer Kelley – nothing to report.

City Clerk Kittle stated applications were available for the (new) Citizens Oversight Committee. Council would make appointments at the February 21 council meeting.

PUBLIC HEARINGS

5. Public Hearing and adoption of the addendum to the City of Colusa Wastewater Upgrade / Water Recycled Project CEQA Initial Study Mitigated Negative Declaration.

DISCUSSION: City Manager Cain reported details of the project. There were no written public comments. He answered council questions.

PUBLIC HEARING opened and closed at 6:25 pm with no comments.

ACTION: Motion by Council Member Codorniz seconded by Council Member Garofalo to adopt **Resolution 23-03** adopting the addendum to the Colusa Wastewater Upgrade / Water Recycle Project CEQA Initial Study Mitigated Negative Declaration. Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

6. Public Hearing on the Rebuilding American Infrastructure with Sustainability and Equity, or RAISE Discretionary Grant program

DISCUSSION: Grant Writer Vanetta provided details regarding road improvements around the three schools (sewer, sidewalks and roads). Vanetta encouraged everyone to attend the upcoming public meeting on February 9 at 5:30 pm. The application would be around twenty million.

PUBLIC HEARING opened at 6:30 pm with the following comments:

John Stuck commented on drainage issues.

Ed Duncan inquired about ADA compliance.

PUBLIC HEARING closed at 6:40 pm.

ACTION: Motion by Mayor Ponciano, seconded by Council Member Conrado to approve grant application as presented with a two million cash match, to be determined. Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

7. Public Hearing Discussion of Community Development Block Grant (CDBG) – Coronavirus Response Round 1 (CV1).

DISCUSSION: Grant Writer Vanetta reported on the close-out request and requirements. The items are available to businesses to use for their outdoor activities and/or city events. Vanetta confirmed the city was reimbursed.

PUBLIC HEARING opened at 6:44 pm:

Joe Taucher inquired about the \$12,000 general administration expenditures.

Susan Meeker with Founders Day thanked the city for the use of the items and looked forward to using items again.

ACTION: Motion by Council Member Garofalo, seconded by Council Member Codorniz to approve close-out procedures for the CDBG-CV1 Grant in the amount of \$71,894. Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

CONTINUED PUBLIC HEARINGS

8. Continued Public Hearing on the Conditional Use Permit/General Development Plan (GPD) Consistency Review located at the northeast corner of D Street and East Clay Street

DISCUSSION: Mayor Ponciano stated both Public Hearing Items 8 and 9 were still open to the public. The applicant requested to continue the Public Hearing off-calendar due to revisions and provisions on the documents.

City Attorney Jones recommended removing items off the calendar indefinitely until documents were completely ready for Council. Jones explained the posting requirements.

PUBLIC HEARING: Nancy Garr read the letter she sent to Council.

JP Cativiela commented on the recommended action of the two items.

Ben King commented on the Development Agreement, land infringements, drainage, seepage, the pumping plant, and future city protection. Mayor Ponciano asked Mr. King to provide staff his written comments he provided council earlier.

Janice Bell expressed concern on the “transfer” clause in the Development Agreement.

Craig Hill commented about land use rights.

Cheryl Goodman commented on the vote from the Planning Commissioners.

Planning Commissioner Duncan commented about undue influence and why he voted for the DA.

Ben King recommended, for transparency purposes, that the principal attend the meetings.

Council Members expressed their concerns with the Development Agreement.

ACTION: Motion by Mayor Ponciano, seconded by Council Member Codorniz to continue the Public Hearing off the calendar and to re-notice for a later date. Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

9. Continued Public Hearing on the Ordinance approving a Development Agreement by and between the City of Colusa and Colusa Riverbend Estates L.P. and Pomona Rio Property, LLC a California Limited Liability Company, relative to the Development of a Cannabis Manufacturing Facility.

Recommendation: Council to take public comments and;

Council to introduce, read by title only, and waive the full first reading of an Ordinance of the City Council of the City of Colusa approving a Development Agreement by and between the City of Colusa and Colusa Riverbend Estates L.P. and POMONA RIO PROPERTY, LLC a California limited liability company Relative to the Development of a Cannabis Manufacturing Facility.

ACTION: After public comments were made, motion by Mayor Ponciano, seconded by Council Member Codorniz to continue the Public Hearing off the calendar and re-notice for a later date. Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

COUNCIL CONSIDERATION

10. Consideration of a Resolution granting the issuance of a Public Facilities Permit to the applicants of “The Salty Pig” a.k.a. Brent Nobles and Thomas Cowser - in the C-G zoning district of a remodel and repurposing of an existing building located at 115 5th Street which

proposes to change the building use from Auto Parts to a Butchery, Deli/Market, and Eventually addition of a kitchen and bar.

DISCUSSION: City Manager Cain reported City Engineer Swartz worked on this item. A correction would be made to the Resolution, from public facilities to public necessities. Per the Ordinance, City Council must provide approval for the issuance of a public necessities permit. City Engineer spoke about this project and the various stages.

Council Member Garofalo noted possible corrections on the application. City Manager confirmed Council was not approving the application, just the the public necessities permit.

ACTION: With no public comments, motion by Council Member Conrado seconded by Mayor Ponciano to adopt **Resolution 23-04** (with an amendment) A Resolution of the City of Colusa City Council approving the issuance of a public **necessities** permit through the Department of Alcoholic Beverage Control for Thomas Cowser and Brent Nobles for use of the business called "The Salty Pig". Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

11. Levitt AMP Colusa Music Series – Award and Commitment

DISCUSSION: Grant Writer Vanetta provided a report on the grant update. She requested city match of \$15,000 (\$7,500 from the Parks and Recreation Department and \$7,500 from Economic Development). This request would be made annually for the next three years. There would be music every week rather than every other week. City Manager Cain discussed future upgrades to the stage, sound and lighting. This "Levitt AMP Music Series" would replace "Concerts in the Park.

PUBLIC COMMENTS: Nancy Garr asked about park maintenance.

John Stuck said how much enjoyed the music in the park.

JP Cativiela asked about having music on the weekends.

ACTION: Motion by Council Member Vaca seconded by Council Member Garofalo to approve the City of Colusa to become a presenting sponsor, as supported by Council Resolution 22-34 in the amount of \$15,000. Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

12. Contract modification for Police Dispatch services with the County of Colusa.

DISCUSSION: Police Chief Fitch explained the fee increase and the value to the city. Fitch explained previous dispatch fees were reduced because the city reduced the impact fees for the county. The increase this year was \$64,000.

PUBLIC COMMENTS: City Treasurer Kelley said she appreciated this item was brought to council.

ACTION: Motion by Mayor Ponciano, seconded by Council Member Vaca to approve contract modification for Police Dispatch services with County of Colusa for Calendar Years 2023, 2024, 2025, and 2026. Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

13. Contract modification for Animal Control services with the County of Colusa.

DISCUSSION: City Manager Cain stated this was their annual increase.

ACTION: With no public comments, Motion by Council Member Codorniz, seconded by Council Member Conrado to approve contract modification for Animal Control services with County of Colusa for Calendar Years 2023, 2024, 2025, and 2026. Motion passed 5-0 by the following roll-call vote:

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

NOES: None.

DISCUSSION ITEMS

14. Police Trainee position

Chief Fitch explained the possibility of reinstituting the cadet position. The salary with the academy would be about \$25,000. There was consensus to bring back at mid-year.

15. Discussion on Councilmembers' goals and priorities

Mayor Ponciano requested this item be on the agenda and asked each council member for their goals and priorities. He stated there would be future discussions at council meetings to review and prioritize the lists.

Council Member Conrado: Community Center, repair/replace roads, ADA compliant sidewalks, continue senior swim, more services and activities for seniors, continue/expand family-oriented events, dog park, purchase theater, improve the stage of Veterans Park, improve quality of water, limit cannabis businesses, mushroom plant smell, recruit more boutique downtown businesses to be more like Winters and add crosswalks to Bridge Street and Market Street.

Council Member Codorniz: street improvements, department necessities, more parks and recreation ideas for seniors, list of the grants on the website and where the city is at, the bike master plan brought before council and completion/ purchase of the Pirelli building.

Council Member Vaca: continued effort to build community focus on infrastructure both short and long-term, strategic spending with Measure B and ARPA funds.

Council Member Garofalo: increase water quality, a grant dashboard on the website and fill holes where trees were removed.

Mayor Ponciano: improved infrastructure, joint Planning Commission Meeting with Council, city-wide staffing level evaluation, ARPA funds, Discussion for city-wide cannabis tax, a complete asset list, and “no parking” spaces painted in red.

FUTURE AGENDA ITEMS

Update on Wescott Road improvement and Walnut Ranch

Discussion on Field of Dreams

Update on Pirelli Building

Update on the Wells/Funding

ADJOURNED 7:55 pm

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

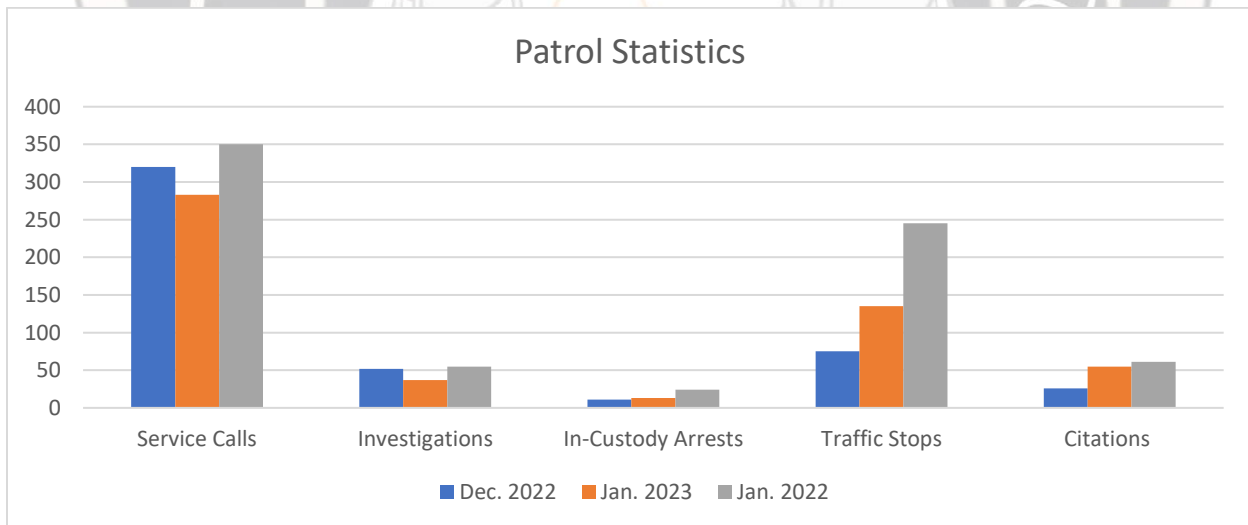
Colusa Police Department

Monthly Report for January 2023

Monthly Activities

- City Council Meetings
- Colusa County Task Force Meeting
- Colusa County Police Chiefs & Sheriff Meeting
- Colusa County Truancy Sub-Committee Meeting
- Meeting with Greenceuticals management regarding odor mitigation
- Conducted tour of the Colusa Police Department for Colusa Support Services participants

Monthly Statistics



- There were 283 calls for service for patrol officers with 16 agency assists. The call volume was somewhat decreased from the month of December which was 320. Overall, there was a 22% decrease in calls for service in 2022 as compared to 2021. The 2022 year closed out with a total of 3,943 calls for service whereas 2021 concluded with 5,000. Initially, 2022 was anticipated to have a higher call volume however the decrease certainly helped with low staffing levels.
- During January 2023, there were 13 in-custody arrests. There were 5 citations issued in lieu of subjects being booked in jail. There were NO domestic violence related arrests made in January. There was 1 DUI related arrest made. There were 40 reports initiated with 37 being investigations.

- During the month of January, officers initiated 135 traffic enforcement stops. There were 55 citations issued. Several of the citations issued were for cell phone use while driving and speed violations. There were no reportable traffic collisions.
- The Police Services Manager handled 71 calls for service during the month of January. These calls for service don't include telephone calls handled by the Police Services Manager. Additionally, she continues to handle a significant number of CCW applications. DOJ clearances for CCW applicants continues to experience some delays. *Note: The Police Services Technician's calls for service are separate from patrol officers' calls for service.*

Items of Interest

- The month of January saw some pleasant changes to the department. Officer Miguel Rios completed his Field Training Program and is now a solo patrol officer. CPD also welcomed Officer Steve Xiong. Officer Xiong will begin Phase 1 of his Field Training Program with Sgt. Jackson. He comes to the department with prior law enforcement experience.
- Unfortunately, the City of Colusa had its first shooting of the year on the 28th. The incident took place in the alley north of Carson Street, just west of Bridge Street. Despite several shots being fired, thankfully no one was injured. A suspect was immediately taken into custody without further incident. The investigation is on-going. Law enforcement officers from Colusa County Sheriff's Office, Williams PD, and CHP responded to the incident and assisted with taking the suspect into custody.
- Beginning this month, Colusa PD has begun transitioning to becoming paperless. Not only will this be a cost savings with reducing the amount of paper and ink being used, but will also save space with storage of paper records which we are required to be retained for various periods of time. Instead, documents will be scanned and stored in the records system.
- 'School patrol' during the morning drop off and afternoon pick-up continues to see some challenges. A reminder to parents of Burchfield students who utilize the main parking lot located on Fremont Street, left turns are not permitted on to Fremont Street from the parking lot. This is one of the primary causes of congestion on Fremont Street. To those clever parents who make a right turn into the same parking lot from westbound Fremont Street, other motorists appreciate you for assisting in the flow of traffic. The same can be said for those utilizing the parking lot at Egling School. Those making left turns into both parking lots, while this turning movement is permitted, it does contribute to the back up of traffic on both Fremont Street and Webster Street. ***Vehicles are not permitted to drop off/pick up students while stopped in a public roadway. It is unsafe and illegal (22500(g) VC).*** This is an issue at all school campuses. It's important to have ample time to drop off children. With the winter weather upon us, the weather will present additional challenges to safely dropping off students. Please use caution while the weather is foggy and/or raining.
- *****A very special thank you to Egling School's parent volunteer Crossing Guard, Mel Pina. Mel continues to jump into action and help with children crossing at the busy intersection of Webster Street and 8th Street. Not only does she help students cross the road safely but also starts their***

*morning off right with a friendly 'hello'. Her time and efforts are greatly appreciated!! The results of her efforts are definitely noticeable.***

- The Colusa Police Department and Colusa County District Attorney's Office continue to investigate the murder of Giovanni Alcaraz. Alcaraz was murdered on 3/26/2020 on Wescott Road in front of the Colusa Garden Apartments. The shooting that ultimately claimed the life of Alcaraz occurred in the late afternoon, in broad daylight. The United States Marshal Service is attempting to locate the suspect, Christian Suarez. Suarez is 5-09 in height, 120 pounds, with black hair and brown eyes. He is from the Arbuckle area. An arrest warrant has been issued for Suarez who is pictured below.

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





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

ITEM FOR MARCH 7, 2023

To: Colusa City Council Members

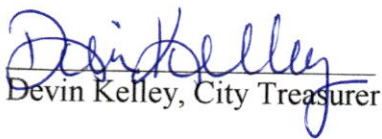
Re: Treasurer's Report for month ending January 2023

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

I have included a summary below:

Bank Balance as of January 31, 2023	\$5,578,292.07
Outstanding payables	(141,446.20)
LAIF Balance as of January 31, 2023	10,780,666.66
Petty Cash	500.00
Total Balance as of January 31, 2023	<u>\$16,218,012.53</u>

Respectfully submitted,


 Devin Kelley, City Treasurer

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

Bank Records:

Wells Fargo Bank Balance - January 31, 2023	\$ 5,578,292.07
Wells Fargo Escrow Account Balance - January 31, 2023	-

ADD / SUBTRACT:

Outstanding Accounts Payable	(139,591.70)
Outstanding Payroll Payable	(1,854.50)

Reconciling Items:	-
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Reconciled Checking Balance - Wells Fargo Bank - January 31, 2023	5,436,845.87
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LAIF Balance - January 31, 2023	10,780,666.66
Petty Cash Balance - January 31, 2023	500.00

Total Reconciled Bank Balances - January 31, 2023	<u>\$ 16,218,012.53</u>
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City Records (Post Journal Entries):

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 5,434,350.70
10995 - LAIF	10,780,666.66
10100 - Petty Cash	500.00

Total Checking and LAIF	\$ 16,215,517.36
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ADD / SUBTRACT:

Credit Card Deposits in MOMS - Not In Bank	(9,522.06)
Rec.Desk not posted - In Bank	130.00
HUTA -Eft posted in Feb.	12,311.95
Credit Card payment in MOM not in Bank	(424.72)

1Total Reconciled Book Balance - January 31, 2023	<u>\$ 16,218,012.53</u>
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CITY OF COLUSA
425 Webster Street
Colusa, CA 95932
(530) 458-4941
Fax: (530) 458-8674

ITEM FOR MARCH 7, 2023

To: Colusa City Council Members

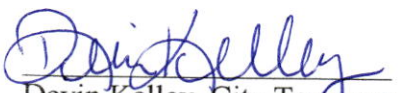
Re: Treasurer's Report for month ending December 2022

Please find the attached financial reports for your review. Based on the information provided to me by the finance department, this report represents the financial record as of December 31, 2022.

I have included a summary below:

Bank Balance as of December 31, 2022	\$6,183,872.86
Outstanding payables	(33,491.40)
LAIF Balance as of December 31, 2022	10,724,641.49
Petty Cash	500.00
Total Balance as of December 31, 2022	<u>\$16,875,522.95</u>

Respectfully submitted,


 Devin Kelley, City Treasurer

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

Item 3.

Bank Records:

Wells Fargo Bank Balance - December 31, 2022	\$ 6,183,872.86
Wells Fargo Escrow Account Balance - December 31, 2022	-

ADD / SUBTRACT:

Outstanding Accounts Payable	(32,670.15)
Outstanding Payroll Payable	(821.25)

Reconciling Items:	-
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Reconciled Checking Balance - Wells Fargo Bank - December 31, 2022	6,150,381.46
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LAIF Balance - December 31, 2022	10,724,641.49
Petty Cash Balance - December 31, 2022	500.00

Total Reconciled Bank Balances - December 31, 2022	<u><u>\$ 16,875,522.95</u></u>
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City Records (Post Journal Entries):

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 6,157,531.26
10995 - LAIF	10,724,641.49
10100 - Petty Cash	500.00

Total Checking and LAIF	\$ 16,882,672.75
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ADD / SUBTRACT:

Credit Card Deposits in MOMS - Not In Bank	(7,149.80)
Rec.Desk not posted - In Bank	
Calpers Paid in December	-
Credit Card payment in MOM not in Bank	

1Total Reconciled Book Balance - December 31, 2022	<u><u>\$ 16,875,522.95</u></u>
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City of Colusa

Office Use Only		Item 4.
Date Received	2/14/2023	
Routing Date		
Date approved		
Notice Sent		
Insurance Cert. Rec'd	2/14/23	

Application for Temporary Street Closure, Parades, Special Events and Festivals

RECEIVED

FEB 14 2023

CITY OF COLUSA

NAME OF EVENT: ST PATRICK'S DAY

DATE OF EVENT: FRI MARCH 17, 2023

Please read carefully:

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

Contact Information: (Please print)

Organization	JAMESON'S ON 5TH	Phone (day)	530-440-5286
Contact Person	ASHLEY MORLEY	Phone (evening)	530-440-5286
Address	138 5TH ST	Fax	530-458-3772
City	COLUSA	E-mail Address	jamesonsOn5th@yahoo.com
Zip Code	95932		
Alternate Contact	CAROL ORNAN 530-908-7423		

(It is highly recommended that an alternate name & telephone number be provided)

Event Details:

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
JAMESON'S ON 5TH 138 5TH ST COLUSA, CA	03/17/23	3 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	3/18/23	2 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm

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

Type of Event:Parade ☐Cycling ☐Event/Festival ☒Please Specify ST PATRICK'S DAYWalkathon ☐Run ☐Other ☐**Attendance:**Number of Participants 100Number of Floats 1Number of Booths/Stalls 1Number of Vehicles 1

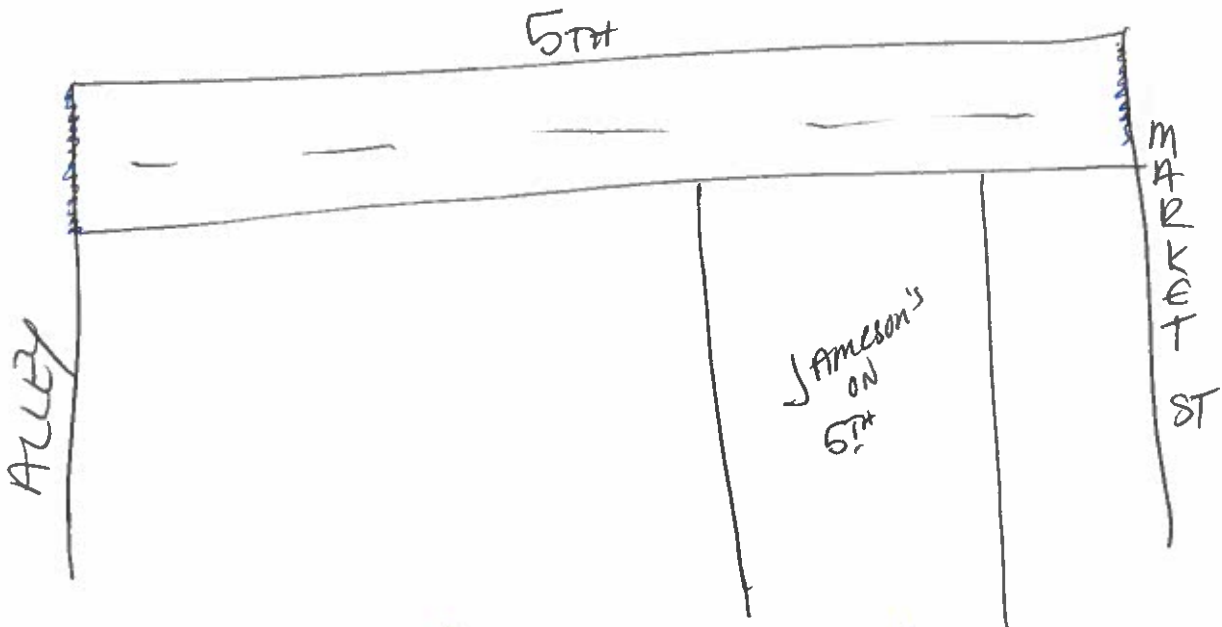
Please provide best estimates

Number of Bands 1**Narrative and Map of Event:**

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

Narrative: OUTSIDE BAND SET UP.

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

Signature of Person Submitting Application: Ashley MDate: 2/8/2023**Office Use Only****Public Works** pu

Comments: _____

✓ Approved

____ Denied

Date: _____

Recreation _____

Comments: _____

✓ Approved

____ Denied

Date: _____

Street/Parks pu

Comments: _____

____ Approved

____ Denied

Date: _____

Fire Dept. _____

Comments: _____

____ Approved

____ Denied

Date: _____

Police Dept. _____

Comments: _____

____ Approved

____ Denied

Date: _____

City Manager Review lu

Comments: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

Item 4.

DATE (MM/DD)

02/08/2023

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

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

PRODUCER Foresite Sports, Inc. DBA: Eventsured 24 S. Newtown Street Road Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service PHONE (A/C, No, Ext): 888-882-5902 E-MAIL ADDRESS: info@eventsured.com FAX (A/C, No):
INSURED Jameson's On 5th carolee ornbaun 138 Market St Colusa, CA 95932	INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 42374

COVERAGES **CERTIFICATE NUMBER:** TM270017 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			H22SE00130/TM270017	03/17/2023 12:01AM	03/19/2023 2:01AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> Host Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						DEDUCTIBLE \$ 0
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Concert - Country to be held on 03/17/2023 - 03/18/2023 with 100 attendees at Jameson's On 5th 138 5th St Colusa, CA 95932. Additional Insureds include: Jameson's On 5th 138 5th St Colusa, CA 95932; (WOS selected).

CERTIFICATE HOLDER Jameson's On 5th 138 5th St Colusa CA, 95932	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2010/05)

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BUSINESS ASSET REQUEST FORM

Item 4.

COMPLETED FORMS MUST BE RETURNED TO CITY HALL IN PERSON OR
SENT BY EMAIL TO ADMIN@CITYOFCOLUSA.COM

RECEIVED

FEB 14 2023

CITY OF COLUSA

DATE FEB 8, 2023

NAME ~~ASHLEY~~ ASHLEY MORLEY

COMPANY / ORGANIZATION JAMESON'S ON 5TH

PHONE NO 530-440-5286

EMAIL jamesonson5th@yahoo.com

ADDRESS 138 5TH Street

REQUESTED ITEMS

ITEM DESCRIPTION	QTY	START DATE	END DATE
48" ROUND METAL TABLES	10	3/17	3/18
METAL CHAIRS	50	3/17	3/18
WINE BARREL W/ LIGHTING		3/17	3/18

TOTAL ITEM COUNT

STATUS DELIVERED/PICKED UP _____ RETURNED _____

My signature indicates that I am responsible for the care of the above equipment. The above equipment will be returned in the same condition that it was when I received it.

I understand and agree my liability in case of damage or theft is up to the full replacement value.

SIGNATURE Ashley Morley DATE 2/8/2023

ADMIN. SIGNATURE _____ DATE _____



City of Colusa California

STAFF REPORT

DATE: 7 March 2023
TO: Mayor Ponciano and Members of the City Council
FROM: Joshua Fitch, Police Chief, via Jesse Cain, City Manager

AGENDA ITEM:

Street closure to facilitate St. Patrick's Day event on 5th Street

Recommendation:

Authorize street closure in relation to the 2023 St. Patrick's Day event, sponsored by Jameson's on 5th on Friday, March 17, 2023.

BACKGROUND ANALYSIS:

Jameson's on 5th is sponsoring this St. Patrick's Day event. The sponsor is requesting the closure of 5th Street from Market Street north to the alleyway (approximately ½ block) from 3:00 p.m. to 2:00 a.m. This event will include an outside band with an estimated 100 attendees.

BUDGET IMPACT:

None.

STAFF RECOMMENDATION:

Staff is recommending that the Council authorize the street closure as outlined above.

ATTACHMENT:

Event application.
Certificate of insurance.

RECEIVED**FEB 14 2023**

CITY OF COLUSA

City of Colusa**Application for****Temporary Street Closure, Parades, Special Events and Festivals**

Office Use Only		Item 5.
Date Received	2-14-2023	
Routing Date		
Date approved		
Notice Sent		
Insurance Cert. Rec'd		

NAME OF EVENT: Quilt Car Show

DATE OF EVENT: March 18, 2023

Please read carefully:

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

Contact Information: (Please print)

Organization <u>Colusa Hot Rods</u>	Phone (day) <u>530-277-7560</u>
Contact Person <u>Richard Nichues</u>	Phone (evening) <u>530-277-5525</u>
Address <u>256 Jay St</u>	Fax _____
City <u>Colusa, CA</u>	E-mail Address <u>richnichues@gmail.com</u>
Zip Code <u>95932</u>	
Alternate Contact <u>Pam Nichues</u>	
(It is highly recommended that an alternate name & telephone number be provided)	

Event Details:

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
<u>8th - 7th on Main</u> <u>8th Market to main</u>	<u>03/18/2023</u>	<u>8:00</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	<u>03/18/2023</u>	<u>3</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

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

Type of Event:

Parade ☐ Cycling ☐ Event/Festival ☒
 Walkathon ☐ Run ☐ Other ☐

Please Specify car
Show + vendor!

Attendance:

Number of Participants 80
 Number of Booths/Stalls 10
 Number of Vehicles 40
 Number of Bands

Number of Floats

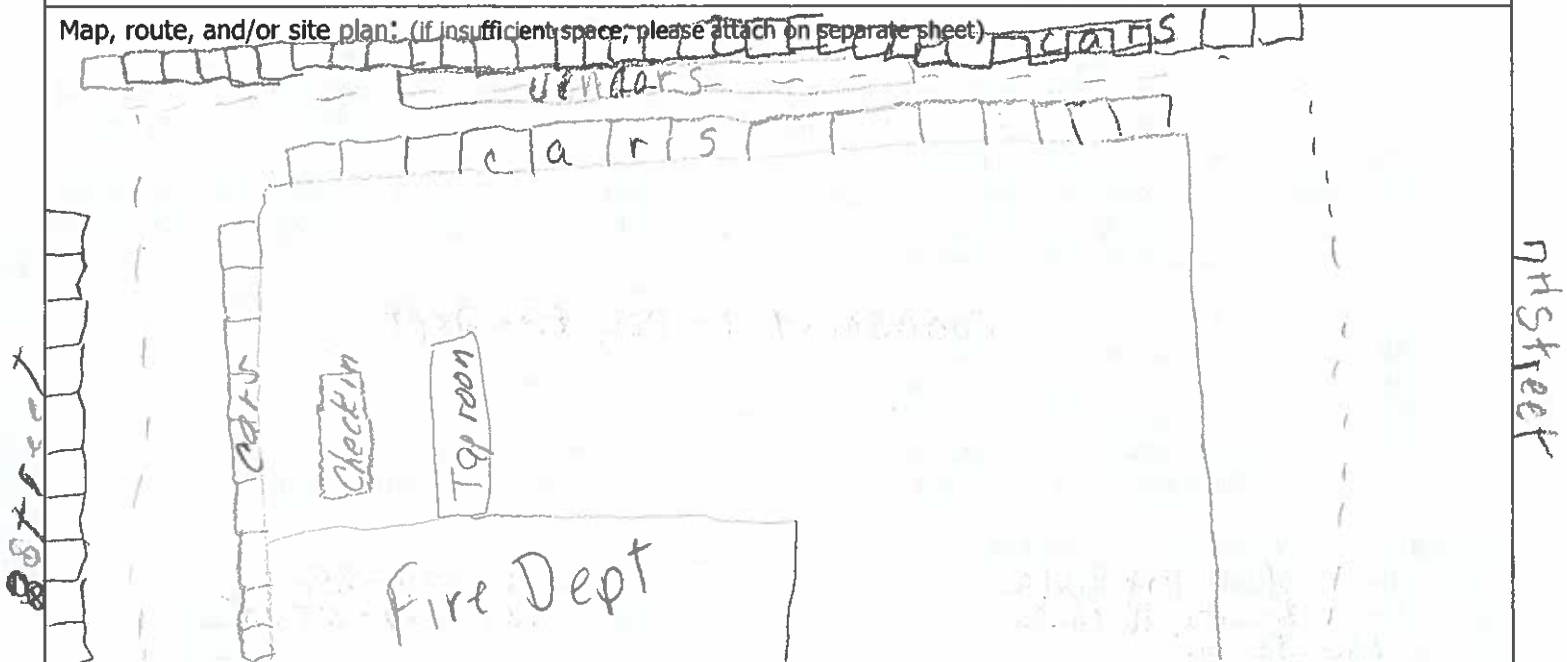
Please provide best estimates

Narrative and Map of Event:

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

Narrative: Car show starting 8:30 ends at 2. Will put out garbage can
will help cars park on 8th St and main St. will have check in
for cars.

Map, route, and/or site plan: (If insufficient space, please attach on separate sheet)



Signature of Person Submitting Application: _____

Date: _____

Office Use Only

Public Works

 Approved

 Denied

Date: _____

Comments: _____

Recreation

 Approved

 Denied

Date: _____

Comments: _____

Street/Parks

 Approved

 Denied

Date: _____

Comments: _____

Fire Dept.

 Approved

 Denied

Date: _____

Comments: _____

Police Dept.

 Approved

 Denied

Date: _____

Comments: _____

City Manager Review

Date: _____

Comments: _____



City of Colusa California

STAFF REPORT

DATE: 7 March 2023
TO: Mayor Ponciano and Members of the City Council
FROM: Joshua Fitch, Police Chief, via Jesse Cain, City Manager

AGENDA ITEM:

Street closure to facilitate Quilt Car Show on Main Street and 8th Street.

Recommendation:

Authorize street closure in relation to the 2023 Quilt Car Show event, sponsored by Colusa City Fire Department on Saturday, March 18, 2023.

BACKGROUND ANALYSIS:

Colusa City Fire Department is sponsoring this Quilt Car Show Event. The sponsor is requesting the closure of 8th Street from Market Street north to Main Street and the closure of Main Street between 7th Street and 8th Street from 8:00 a.m. to 3:00 p.m. This event will have vendors and cars parked along the closure route for the duration of the event.

BUDGET IMPACT:

None.

STAFF RECOMMENDATION:

Staff is recommending that the Council authorize the street closure as outlined above.

ATTACHMENT:

Event application.



City of Colusa California

STAFF REPORT

DATE: March 7, 2023
TO: City of Colusa Mayor and Council Members
FROM: David Swartz, City Engineer through Jesse Cain, City Manager

AGENDA ITEM: Contract Award to Aqua Sierra Controls City Wells Upgrade Project

Recommendation: Council adopt Resolution No. _____ to award the project to Aqua Sierra Controls in an amount of \$352,109.00 and authorize the City Manager to execute a contract.

BACKGROUND ANALYSIS:

The project involves the upgrades to 5 City Wells, one of which is the CIP Well No. 2 well site. Succinctly, the project seeks to upgrade each well site such that the well operations, and monitoring are modernized from 1980's technology, to more current technology that is supported and operationally more efficient and cost effective for Utilities Department to maintain and operate. Currently the system communicates via telephone lines, which have become an unreliable connection for communication. Most of the parts associated with the Cities current operation are no longer manufactured, and companies have stopped providing technical support. Currently the wells communicate, albeit, somewhat unreliably with a Programable Logic Controller (PLC), located at the water towers. Again this controller is outdated and the water tower building is not suitable to host this type of equipment.

The new system provides PLC's at each well, along with other needed upgrades and improvements to the electronics and operations which will communicate to a new dual use tower to be located at the WWTP, where city staff has the appropriate facilities to house the equipment and also resides for operations. This upgrade only deals with the wells electronics, and does not provide any new well equipment such as pumps, sand separators, chlorination etc.. Once implemented the system will provide a much broader range of data, and operational efficiencies to utilities staff, and will provide a much more reliable and sustained system to operate the cities wells. Without new and updated equipment, and given the age of existing equipment, catastrophic failure is a "real" consideration, that we are trying to mitigate.

The City advertised the bid on several contractor bid exchanges, the local paper and the Cities Web Site. We received only one bid for conducting this work.

BUDGET IMPACT: \$352,109 that is proposed to be funded by a combination of the following sources. 1.) Wastewater Capital Improvement Fund and/or Wastewater Impact Fees Fund – for the funding the new tower facility located at the WWTP, as this tower will replace an existing tower which recently blew over and had to be repaired. This tower holds equipment that communicates with the WWTP. So we would be replacing it with a dual use facility. 2.) Water Capital Improvement Fund an/or Water Impact Fees Fund – for the rest of the project.

ATTACHMENT: See Attached bid submitted.

CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PROPOSAL AND CONTRACT

FOR

**PLC/RTU CONTROL PANEL & RELATED SERVICES CITY WELL
UPGRADES**

IN

CITY OF COLUSA

For use in Connection with the latest Standard Specifications and Standard Plans of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Contract No. 23-100

Bid Opening Date: February 28, 2023

**PROPOSAL TO THE CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

CONTRACT NO. 23-100

NAME OF BIDDER AQUA SIERRA CONTROLS, INC.
BUSINESS P.O. BOX N/A
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS 1650 INDUSTRIAL DRIVE
(Please include even if P.O. Box used)
CITY, STATE, ZIP AUBURN, CA 95603
TELEPHONE NO: _____ **AREA CODE** 530-823-3241
FAX NO: _____ **AREA CODE** N/A
CONTRACTOR LICENSE NO. 474023

The work for which this proposal is submitted is for construction in conformance with these contract documents, and technical specifications, with the City of Colusa standards and municipal code and standard details, and the Cal Trans Standard Plans (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates). The project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the latest California Department of Transportation Standard Plans, the Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF COLUSA's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF COLUSA*, and that discretion will be exercised in the manner deemed by the *CITY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF COLUSA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF COLUSA* that the contract has been awarded, the *CITY OF COLUSA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *CITY OF COLUSA*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF COLUSA*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:



CONTRACTOR'S BID

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Base Station Site @ WWTP	1	LS	\$93,466.11	\$93,466.11
2	Colusa City Well Site No. 4	1	LS	\$61,245.98	\$61,245.98
3	Colusa City Well Site No. 5	1	LS	\$61,245.98	\$61,245.98
4	Colusa City Well Site No. 6	1	LS	\$61,245.98	\$61,245.98
5	CIP Well Site No. 1	1	LS	0	0
6	CIP Well Site No. 2	1	LS	\$74,905.49	\$74,905.49

TOTAL BID \$352,109.54

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.02, "Required Listing of Proposed Subcontractors," of the special provisions.

LIST OF SUBCONTRACTORS

Name and Address and License No. of Work Subcontracted	Description of Portion
KOCH + KOCH PO BOX 909 PAIN VALLEY, CA 95946 CA CONTRACTORS LICENSE # 793724 DBE # 33624	TOWER CONSTRUCTION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)



The Bidder shall provide a minimum of three projects in order to be considered a responsive bidder for this project. Failure to provide this information will result in the bidder being disqualified and considered non-responsive.

LIST OF PREVIOUS PROJECTS

1. CITY OF ROSEVILLE, SIERRA VISTA II SEWER LIFT STATION
2. PLACER COUNTY, BRADY VINEYARDS SEWER LIFT STATION
3. NORTH TAHOE PUD, N-1 LIFT STATION REHAB
4. LINDA COUNTY WATER DISTRICT, ARBOGA ROAD SEWER LIFT STATION
5. PLACER COUNTY, WINTERHAWK SEWER LIFT STATION

SEE ATTACHED SHEET FOR MORE DETAILS.





Aqua Sierra Controls, Inc.
 1650 Industrial Drive, Auburn, CA 95603
 Cell (530) 305-3390 Office (530) 823-3241
ilane@aquasierra.com www.aquasierra.com
 CA Contractors License A, C-10 474023
 CA Small Business Certification #1162
 CA DIR #1000003631

**IT Services - SCADA – UL508 Panel Shop – Pump Controllers
 NIST Traceable Instrument Calibrations & Maintenance**

City of Lodi
 Lodi, CA

Attention: Mr. Gary Wiman
 Phone: 209-333-6706
 Email: gwiman@lodi.gov

Subject: System Supplier Qualifications Letter
 Project: City of Lodi, White Slough, Water Pollution Control Facility, Electrical
 Building & Related Improvements Project

January 20, 2023

Mr. Wiman,

This letter addresses our system supplier qualifications that were required per specifications and addressed in addendum 3. Aqua Sierra Controls opened our doors in 1979 as a system supplier. Our UL508 panel shop in Auburn, CA is located within the required 150 miles radius. We have a full staff of qualified programmers, engineers, panel shop technicians and instrument technicians. We have a control systems engineer and electrical PE on staff. We are members of CSIA. We are a bronze level system integrator with Rockwell. Our instrument and controls technicians

Please see our list of ten similar projects that we have completed within the last five years. Additional references and projects available upon request.

Project 1

Project Name: Sierra Vista II Sewer Lift Station
 Owner Name: City of Roseville
 Owner Contact Name: Frank Dittrich
 Owner Contact Information: 916-746-1882

Project Scope: Provide Utility Pedestal with Meter Socket, VMR, SPD, 200A Main Breaker, Distribution Breakers. Design and Build a Pump Control Pedestal with 4 Sections, Sunshades, 200A Main Breaker, 200A Generator Breaker, Manual Transfer Switch, 10KVA Transformer, (3) Pump Breakers, Starters, Overloads, Deraggers, PLC, OIT, Network Switch, UPS, Pilot Devices. Design build and provide generator connection panel with generator receptacle and plug. Provide instruments including level transducer, level switches and intrusion switch.

Project Contract Amount \$123,000.00

Project Completed: 4-21-22

Project 2

Project Name: Brady Vineyards Sewer Lift Station

Owner Name: Placer County

Owner Contact Name: Tommy Young

Owner Contact Information: 530-320-7251

Project Scope: Design and assemble a motor control panel with 100A main breaker, manual transfer switch, generator receptacle, pump controller, AC unit, UPS, SPD, distribution breakers, pilot devices, VFDs, 5KVA transformer. Design and assemble Design and build a pump termination panel with terminals.

Provide a metered pedestal panel 480V3PH 100A. Provide a Motorola RTU.

Provide electrical installation of all equipment. Provide and install all instruments including floats, level transducer, flowmeter and pressure indicators. Provide sewer lift station wet well and H2O rated hatch with safety grate. Provide and install pumps, pump rails and all interior wet well plumbing. Provide arc flash study. Provide seismic calculations. Provide utility coordination. Program pump controller.

Project Contract Amount \$228,451.44

Project Completed: 6-23-22

Project 3

Project Name: N-1 Lift Station Rehab

Owner Name: North Tahoe PUD

Owner Contact Name:

Owner Contact Information:

Project Scope: Design and build an ATS panel. Design and assemble an MCC panel. Provide a metered panel. Design and assemble a SCADA panel with PLC. Design and assemble a wet well termination panel. Provide a 32.5KVA transformer. Provide instruments including a flowmeter, floats and level transducer.

Project Contract Amount \$104,056.20

Project Completed: 5-20-22

Project 4

Project Name: Arboga Road Sewer Lift Station Reconstruction

Owner Name: Linda County Water District

Owner Contact Name: Javier Rios

Owner Contact Information: 530-743-2043

Project Scope: Provide a metered pedestal panel with 200A main breaker, SPD and VMR. Design and assemble a pump control pedestal with 200A main breaker, 200A generator breaker, power monitor, distribution breakers, pump breakers, heaters, fans, thermostats, pilot devices, ISRs, PLC, HMI, Cell Modem, Network Switch, RTU, Radio, UPS. Provide generator receptacle. Provide instruments including level transducer, floats and intrusion switches.

Project Contract Amount \$105,144.87

Project Completed: 8-17-22

Project 5

Project Name: Winterhawk Sewer Lift Station Control Panel

Owner Name: Placer County

Owner Contact Name: Tommy Young

Owner Contact Information: 530-320-7251

Project Scope: Design and assemble a motor control panel with 100A main breaker, 100A generator breaker, manual transfer switch, VFDs, AC unit, distribution breakers, pump controller, pilot devices, UPS, generator receptacle, SPD, current switches.

Project Contract Amount \$45,366.09

Project Completed: 7-6-22

Project 6

Project Name: Lift Station #2 Upgrade

Owner Name: Gualala Community Services District

Owner Contact Name: Chris Troyan

Owner Contact Information: 707-785-2331

Project Scope: Design and assembled a metered motor control panel with 100A main breaker, 100A manual transfer switch, distribution breakers, pilot devices, generator receptacle, Allen Bradley PLC, UPS, network switch, SPD. Programmed PLC, HMI and SCADA. Provided electrical installation.

Project Contract Amount \$65,485.05

Project Completed: 6-15-22

Project 7

Project Name: Helm Sewer Lift Station Upgrade

Owner Name: Sea Ranch Water Company

Owner Contact Name: Brian Murphy

Owner Contact Information: 707-331-2274

Project Scope: Design and assembled a stainless-steel motor control panel with ATS, starters, pilot devices, Allen Bradley PLC, Allen Bradley HMI, UPS, SPD, Network Switch, Heater, Fan, Thermostat, Lights, ISR. Design and assembled a wet well termination panel. Provide and install the instruments including a level controller, ultrasonic sensor and floats. Provided turnkey electrical installation. Provided PLC, HMI and SCADA programming.

Project Contract Amount \$84,255.02
Project Completed: 7-22-22

Project 8

Project Name: WWTP SCADA and Telemetry Automation Project
Owner Name: CDCR Pelican Bay State Prison
Owner Contact Name: Kevin Day
Owner Contact Information: 707-465-1000 x7370
Project Scope: Designed, assembled, programmed and installed eight PLC control panels at the WWTP. Provided and installed a new SCADA system.
Project Contract Amount \$331,830.77
Project Completed: 5-5-20

Project 9

Project Name: Sewer Treatment Plant Automation Upgrade
Owner Name: Gualala Community Services District
Owner Contact Name: Chris Troyan
Owner Contact Information: 707-785-2331
Project Scope: Designed, built, programmed PLC control panel. Provided and installed a new SCADA system. Replaced all chemical Pumps and controls. Replaced sludge pump control panel and sludge pumps.
Project Contract Amount \$215,776.78
Project Completed: 7-20-18

Project 10

Project Name: Grant Grove & Clover Creek WWTP Project
Owner Name: Sequoia & Kings National Parks
Owner Contact Name: Bret Barton
Owner Contact Information: 559-335-2043
Project Scope: Designed and built WWTP MCC. Designed, assembled and programmed plant PLC panel. Provided and installed a new SCADA system.
Project Contract Amount \$270,000.00
Project Completed: 8-30-16


Please let me know if you have any questions or need anything else.

Thank you,

Josh Lane
Vice President of Operations




EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder AQUASIORE CONTROLS, INC., proposed subcontractor KOCH + KOEN, INC., hereby certifies that he has , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



◆ Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

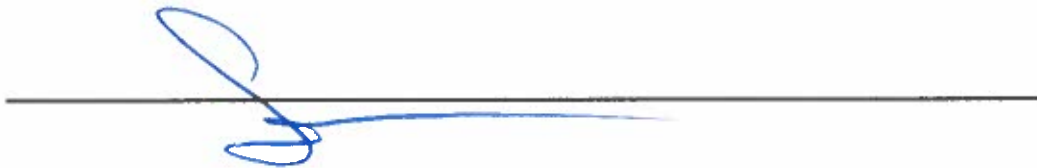
If the answer is yes, explain the circumstances in the following space.



Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized, starting with a large loop on the left and ending with a long horizontal stroke to the right.

Non collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is

BIDDER'S BOND

(NOTICE: INSERT THE WORDS "CASH(\$ _____)", "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

AQUASIERRA CONTROLS, INC.

LES WATSON, PRESIDENT + SECRETARY

KATHY WATSON, TREASURER

JOSH LANE, VICE PRESIDENT OF OPERATIONS

Licensed in conformance with an act providing for the registration of Contractors,

License No. 474023

Classification(s) A, C-10

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s 0

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date:

2/20/23

Sign



Here

JOSHUA LANE

VICE PRESIDENT OF OPERATIONS

Signature and Title of Bidder

Business Address 1650 INDUSTRIAL DRIVE, AUBURN, CA 95603

Place of Business 1650 INDUSTRIAL DRIVE, AUBURN, CA 95603

Place of Residence 4790 CROOKHAVEN ROAD, AUBURN, CA 95602

**CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, Aqua Sierra Controls, Inc.
1650 Industrial Dr., Auburn, CA 95603 as Principal, and

Travelers Casualty and Surety Company of America
as Surety are bound unto the City OF COLUSA, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH. THAT:

WHEREAS, the Principal is submitted to the Obligee, for PLC/RTU Control Panel & Related Services
City Well Upgrades
(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at City of Colusa, City Hall on February 28, 2023
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: February 23, 20 23.

Aqua Sierra Controls, Inc.

Principal
Travelers Casualty and Surety Company of America

By Sandra R. Black
Attorney-in-fact Sandra R. Black

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City / County of _____ SS

Please see Attached California
All Purpose Notary Acknowledgement

On this _____ day of _____ in the year 20 _____ before me
_____, personally appeared _____,

_____, Attorney-in-fact
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Item 6.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 2/23/2023 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Travelers Casualty and
Surety Company of America

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____


TRAVELERS
**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra R Black** of **CONCORD, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

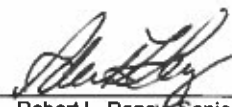
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

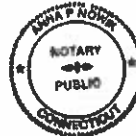
City of Hartford ss.

By:


 Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 My Commission expires the **30th day of June, 2026**


 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

 Dated this **23** day of **February**, **2023**


 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

♦ LOCAL AGENCY BIDDER - DBE - INFORMATION

This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in Section 2-1.12B of the Special Provisions. Failure to submit the required DBE information will be grounds for finding the proposal nonresponsive.

CO.-RTE.-K.P.:

CONTRACT NO.: 23-100

BID AMOUNT: \$

BID OPENING DATE: 2-28-23BIDDER'S NAME: AQUA SIERRA CONTROLS, INC.DBE GOAL FROM CONTRACT: 24%DBE PRIME CONTRACTOR CERTIFICATION¹: 1162

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE CERT. NO.	NAME OF DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE ³
1	TOWER CONSTRUCTION	33624	KOCH + KOCH, INC. PO BOX 909 PENN VALLEY CA 95946 530-432-4000	
<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and Section 2-1.02, "Required Listing of Proposed Subcontractors," of the Special Provisions.</p> <p>1. DBE prime contractors shall enter their DBE certification number. DBE prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.</p> <p>2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.</p> <p>3. See Section 2-1.02, "Disadvantaged Business Enterprise," to determine the credit allowed for DBE firms.</p>			<p>♦ Total Claimed ♦ Participation</p>	<p>\$ <u>352,109.54</u></p> <p><u>100</u> %</p>
<p>Signature of Bidder</p> <p><u>2/20/23</u> <u>530 305-3390</u></p> <p>Date (Area Code) Tel. No.</p> <p><u>JOSHUA LWE</u></p> <p>Person to Contact (Please Type or Print)</p>			<p><u>VICE PRESIDENT OF OPERATIONS</u></p>	

CT Bidder - DBE Information (Rev 09-28-99)

• DBE INFORMATION—GOOD FAITH EFFORTS

The CITY OF COLUSA established a Disadvantaged Business Enterprise (DBE) goal of 24% for this project. The information provided herein shows that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
NONE NEEDED, 100% PARTICIPATION FROM DBES.	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Koch + Koch, INC.	2-16-2023	RECEIVED PROPOSAL

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Breakdown of Items
ALL WORK	ALL WORK

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, and the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

NO REJECTIONS

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

N/A

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Name of Agency/Organization	Method/Date of Contact	Results
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N/A

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

Contract Assurance

The contractor ensures that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

Prompt Progress Payment To Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment Of Withheld Funds To Subcontractors

The contractor shall include the following provision in all federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29).

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Overall Goal

The City of Colusa' overall goal for the federal fiscal year 2021/2022 is the following: **24%** of the federal financial assistance in DOT-assisted contracts. This overall goal is broken down into **12%** race-conscious and **12%** race-neutral components.

Contract Goals

The City of Colusa will use contract goals to meet any portion of the overall goal the City of Colusa does not project being able to meet by the use of race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the overall goal that is not projected to be met through the use of race-neutral means.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. Contract goals need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work). The contract work items will be compared with eligible DBE contractors willing to work on the project. A determination will also be made to decide which items are likely to be performed by the prime contractor and which ones are likely to be performed by the subcontractor(s). The goal will then be incorporated into the contract documents. Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

Transit Vehicle Manufacturers

If DOT-assisted contracts will include transit vehicle procurements, the City of Colusa will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49. The City of Colusa will direct the transit vehicle manufacturer to the subject requirements located on the Internet at <http://osdbuweb.dot.gov/programs/dbe/dbe.htm>.

GOOD FAITH EFFORTS

Information to be Submitted

The City of Colusa treats bidders'/offerors' compliance with good faith effort requirements as a matter of responsiveness. A responsive proposal is meeting all the requirements of the advertisement and solicitation.

Each solicitation for which a contract goal has been established will require the bidders'/offerors to submit the following information to: **City Engineer, City of Colusa, P.O. Box 307, Colusa, CA 95932**, no later than 4:00 p.m. on or before the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening:

1. The names and addresses of known DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Demonstration of Good Faith Efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive: **City Engineer, City of Colusa, 465 C Street, Colusa, CA 95932**.

The City of Colusa will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before a commitment to the performance of the contract by the bidder/offeror is made.

Administrative Reconsideration

Within 10 days of being informed by the City of Colusa that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: **City Manager, City of Colusa, 425 Webster Street, Colusa, CA 95932.**

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make or document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City of Colusa will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to Caltrans, FHWA or the DOT.

Good Faith Efforts when a DBE is Replaced on a Contract

The City of Colusa will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The prime contractor is required to notify the RE immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the prime contractor will be required to obtain the City of Colusa's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the City of Colusa contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Counting DBE Participation

The City of Colusa will count DBE participation toward overall and contract goals as provided in the contract specifications for the prime contractor, subcontractor, joint venture partner with prime or subcontractor, or vendor of material or supplies.

Monitoring Payments to DBEs

Prime contractors are required to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Colusa, Caltrans, FHWA, or DOT. This reporting requirement also extends to any certified DBE subcontractor.

Payments to DBE subcontractors will be reviewed by the City of Colusa to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Confidentiality

The City of Colusa will safeguard from disclosure to third parties' information that may reasonably be regarded as confidential business information, consistent with federal, state, and local laws.

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To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 1162**Legal Business Name:**

AQUA SIERRA CONTROLS INC

Doing Business As (DBA) Name 1:

AQUA SIERRA CONTROLS INC

Doing Business As (DBA) Name 2:**Address:**

1650 INDUSTRIAL DR
AUBURN
CA 95603

Email Address:

accounting@aquasierra.com

Business Web Page:

AQUASIERRA.COM

Business Phone Number:

530/823-3241

Business Fax Number:

530/823-3475

Business Types:

Construction , Non-Manufacturer , Service

Certification Type	Status	From	To
SB(Micro)	Approved	09/27/2021	09/30/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 33624

Legal Business Name:

Koch & Koch, Inc.

Doing Business As (DBA) Name 1:

Koch & Koch Inc

Doing Business As (DBA) Name 2:

Koch & Koch Inc

Address:

13084 John Bauer Avenue
GRASS VALLEY
CA 95945

Email Address:

mk@kochinc.com

Business Web Page:

kochinc.com

Business Phone Number:

530 432-4000

Business Fax Number:

530 432-4099

Business Types:

Construction

Certification Type	Status	From	To
SB	Approved	05/24/2021	05/31/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AQUA SIERRA CONTROLS FOR THE CITY WELLS SCADA PROJECT

WHEREAS, The City owns and operates its water system; and

WHEREAS, The City has an obligation to its residents to efficiently operate the system such that the system delivers high-quality domestic water service to its residents, while also providing excellent fire protection to the residents; and

WHEREAS, The City's current source supply via city groundwater wells have outdated equipment and communications which are in need of updating in order to maintain reliable water and fire suppression for the City

WHEREAS, The City publicly advertised a project to update the system for contracting with qualified firms to complete this work; and

WHEREAS, The City received responses based on the advertising of the Request for Bids, and has evaluated and those responses and recommends selecting Aqua Sierra Controls Inc. to perform the work.

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

1. The City Council authorizes the City Manager to execute a contract with the selected firm, Aqua Sierra Controls pursuant to the bid documents to perform the work.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 7th day of March 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk

Purpose/Background

This policy enumerates the City of Colusa's administrative actions for the collection of delinquent accounts, including notifications, fee assignments, and continuation of services. This policy will be made available on the city's website, and finance department and will be translated into all required languages by law.

1. **Application of Policy.** This Policy on Residential Water Service Shut-Off for Nonpayment ("Policy") shall apply to all City accounts for residential water service but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any other rules, regulations, or policies of the City, this Policy shall control.
2. **Contact Information.** For questions or assistance regarding your water bill, the City's Customer Service staff can be reached at (530) 458-4941. Customers may also visit the City of Colusa, City Hall Finance Department in person Monday through Thursday from 7:00 a.m. to 5:00 p.m., except on City holidays.
3. **Billing Procedures.** Bills for monthly periods in advance shall be mailed or delivered to each user of city water facilities subject to the charges as set by resolution. Each such monthly bill shall be paid in advance or before the 20th day of the following month for which it is tendered. For bills not paid within 20 days from the last day of the month a 10% delinquent fee will be added to the bill. If the delinquent amount billed is not paid by the 60th day or 10 days from the date of the delinquent notice, water service will be discontinued.
4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) calendar days, the City may discontinue water service.
 - a. Written Notice to Customer. The City will provide a mailed notice to the customer of record at least ten (10) business days before discontinuation of water service. The notice will contain:
 - i. the name and address of the customer;
 - ii. the amount of delinquency;
 - iii. the date by which payment or payment arrangements must be made to avoid discontinuation of service;
 - iv. the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;
 - v. a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, amortization, alternative payment schedule, or payment reduction;
 - vi. the procedure for the customer to obtain information on financial assistance, if applicable; and

- vii. the telephone number where the customer may request a payment arrangement or receive additional information from the City.

b. Written Notice to Occupants or Tenants.

- i. If the City furnishes individual service lines to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, or if the customer of record's mailing address is not the same as the service address, the City will also send a notice to the occupants living at the service address at least ten (10) calendar days before discontinuation of water service. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.
- ii. If the City furnishes water through a single service line in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the City will make a good faith effort to inform the occupants, by means of a written notice posted on the door of each residential unit at least ten (10) calendar days prior to termination, that the account is in arrears and the service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each unit, the City will post two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number of a representative of the Public Works Department who can assist the occupants in continuing service. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

- c. Posting of Notice at Service Address. In compliance with state law and the Colusa Municipal Code, the City will leave a notice of imminent discontinuation of residential service and a copy of this Policy in a conspicuous place at the service address at least forty-eight (48) hours before discontinuation of service. The notice will include:

- i. the name and address of the customer;
- ii. the amount of delinquency;

- iii. the date by which payment or payment arrangements must be made to avoid discontinuation of service;
 - iv. the procedure for the customer to obtain information on financial assistance, if applicable; and
 - v. the telephone number where the customer may request a payment arrangement or receive additional information from the Public Works Department.
- d. Circumstances Under Which Service Will Not Be Discontinued. The City will not discontinue residential water service for nonpayment under the following circumstances:
 - i. During an investigation by the City Manager or Finance Department of a customer dispute or complaint under Section 5.1 below;
 - ii. During the pendency of an appeal to the City Council under Section 5.3 below; or
 - iii. During the period in which a customer's payment is subject to a Finance Department-approved extension, amortization, alternative payment schedule, or reduction under Section 6 below, and the customer remains in compliance with the approved payment arrangement.
- e. Circumstances Under Which Service through a Single Service Line Will Not Be Discontinued. If the Public Works Department furnishes water through a single service line in a multi-unit residential structure, mobile home park, or permanent residential structure in a labor camp and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the Finance Department will not discontinue residential water service for nonpayment under the following circumstances:
 - 1. If a delinquent account relates to another property owned, managed, or operated by the customer;
 - 2. If a public health or building officer certifies that termination would significantly threaten the health or safety of the residential occupants or the public.
- f. Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.
 - i. The Finance Department will not discontinue water service if all of the following conditions are met:
 - 1. The customer, or a tenant of the customer, submits to the City the certification of a licensed primary care provider that discontinuation of water service will be life-threatening to, or

pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;

2. The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
 3. The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, alternative payment schedule, or payment reduction with respect to the delinquent charges.
- ii. For any customers who meet all of the above conditions, the City shall offer the customer one of the following options, to be selected by the City in its discretion: (1) an extension of the payment period; (2) amortization of the unpaid balance; (3) an alternative payment schedule; or (4) partial or full reduction of the unpaid balance. The Finance Director will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the City's payment needs. Any payment arrangement entered into pursuant to this Section will be subject to the terms, conditions, and remedies, in Section 6.
 - iii. The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, the City will review the documentation within seven (7) calendar days and: (1) notify the customer of the alternative payment arrangement selected by the City and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a).
 - iv. The City may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amortized amount due under the amortization schedule; (c) to pay any amount due under an alternative payment schedule; (d) to pay the reduced payment amount by its due date; or (e) to pay his or her current charges for water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at

the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

- g. Time of Discontinuation of Service. The City will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the City's office is not open to the public.
- h. Restoration of Service. Customers whose water service has been discontinued may contact the City by telephone or in person regarding the restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the City.

5. Procedures to Contest or Appeal a Bill.

- a. Time to Initiate Complaint or Request an Investigation. A customer may initiate a complaint or request an investigation regarding the amount of a bill within ten (10) calendar days of receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed received by a customer five (5) calendar days after mailing.
- b. Review by City. A timely complaint or request for investigation shall be reviewed by the Finance Director, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, amortization, alternative payment schedule, or payment reduction under Section 6.
- c. Appeal to City Council. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination may appeal the determination to the City Council by filing a written notice of appeal with the City Clerk within ten (10) business days of the City's mailing of its determination. Upon receiving the notice of appeal, the City Clerk will set the matter to be heard at an upcoming City Council meeting and mail the customer written notice of the time and place of the hearing at least ten (10) calendar days before the meeting. The decision of the City Council shall be final.

6. Extensions and Other Alternative Payment Arrangements.

- a. Time to Request an Extension or Other Alternative Payment Arrangement. Customers who met the criteria of Section 4.3 (a) above may request an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within thirteen (13) calendar days after mailing a written notice of discontinuation of service by the City, the request will be reviewed by the Finance Director. City decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the City Council.

- b. Extension. If approved by the City, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed six (6) months after the balance was originally due. The Finance Director shall determine, in his or her discretion, how long an extension shall be provided to the customer. The customer shall pay the full unpaid balance by the date set by the City and must remain current on all water service charges accruing during any subsequent billing periods. The extended payment date will be set forth in writing and provided to the customer.
- c. Amortization. If approved by the City, a customer's payment of his or her unpaid balance may be amortized over a period not to exceed twelve (12) months, as determined by the Finance Director, in his or her discretion. If amortization is approved, the unpaid balance will be divided by the number of months in the amortization period, and that amount will be added to the customer's monthly bills for water service until fully paid. During the amortization period, the customer must remain current on all water service charges accruing during any subsequent billing periods. The amortization schedule and amounts due will be set forth in writing and provided to the customer.
- d. Alternative Payment Schedule. If approved by the City, a customer may pay his or her unpaid balance pursuant to an alternative payment schedule that will not exceed twelve (12) months, as determined by the Finance Director in his or her discretion. If approved, the alternative payment schedule may allow periodic lump-sum payments that do not coincide with the City's established payment date or may provide for payments made more or less frequently than the City's regular payment date. During the period of the alternative payment schedule, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment schedule and amounts due will be set forth in writing and provided to the customer.
- e. Payment Reduction. At the discretion of the Finance Director, a customer may receive a reduction of the unpaid balance owed by the customer for water service. The Finance Director shall determine, in his or her discretion, whether to grant a reduced payment. The amount of the reduced payment and the due date will be set forth in writing and provided to the customer.
- f. Failure to Comply. If a customer fails to comply with a payment arrangement approved by the City under this section or fails to pay his or her current charges for water service, and the original amount due is more than 60 days delinquent, the City may discontinue water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

7. Specific Programs for Low-Income Customers.

- a. Reconnection Fee Limits and Waiver of Interest. For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City shall do both of the following:
 - i. Limit any reconnection fees during normal operating hours to fifty dollars (\$50), and during non-operational hours to one hundred fifty dollars (\$150). The limits will only apply if the City's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2023.
 - ii. Waive interest charges on delinquent bills once every 12 months. The City will apply the waiver to any interest charges that are unpaid at the time of the customer's request.
- b. Qualifications. The City will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

8. Procedures for Occupants or Tenants to Become Customers of the City.

- a. Agreement to City Terms and Conditions of Service. The City will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the City's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively discontinuing service to those occupants who have not met the requirements of the City's rules and regulations, the City shall make service available to the occupants who have met those requirements.
- b. Verification of Tenancy. In the case of a detached single-family dwelling, in order for the amount due on the delinquent account to be waived, an occupant who becomes a customer shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the City.
- c. Deductions from Rental Payment. Pursuant to Government Code Section 60371(d), any occupant who becomes a customer of the City pursuant to

this Section 8 and whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the City for those services during the preceding payment period.

9. **Third-Party Notification Service for Seniors and Dependent Adults.** The City will make available, to residential customers who are 65 years or older, or who are dependent adults (as defined in Welfare and Institutions Code Section 15610(b)(1)), a third-party notification service whereby the City will attempt to notify a person designated by the customer to receive a notification when the customer's account is past due and subject to termination. The notification will include information on what is required to prevent termination of service. The City will mail the notification to the designated third party at least ten (10) calendar days before the termination of service. To participate, the customer must submit a request for third-party notification on a form provided by the City, and must include the written consent of the designated third party. The notification service does not obligate the third party to pay any overdue charges, nor shall it prevent or delay the termination of service.
10. **Language for Certain Written Notices.** All written notices under Section 4 and Section 6.6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the City's service area.
11. **Other Remedies.** In addition to discontinuation of water service, the City may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the City, the City shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.
12. **Discontinuation of Water Service for Other Customer Violations.** The City reserves the right to discontinue water service for any violations of City ordinances, rules, or regulations other than nonpayment.
13. **Decisions by City Staff.** Any decision which may be taken by the Finance Director under this Policy may be taken to the City Manager.



City of Colusa California

STAFF REPORT

DATE: March 7th, 2023
TO: Mayor and Members of the City Council
FROM: Ishrat Aziz-Khan, through Jesse Cain, City Manager

AGENDA ITEM:

Consideration of approving a Resolution of the City Council of the City of Colusa regarding a residential water shut-off policy consistent with SB 998.

Recommendation: Council to approve the proposed resolution adopting a policy on residential water shut-off for nonpayment

BACKGROUND ANALYSIS:

Senate Bill 998 requires public water providers to follow specified timelines and procedures before discontinuing water service for nonpayment of charges, and it requires all public water systems to have a written policy on water service discontinuation for nonpayment. Specifically, the provisions of the bill would require the adoption of a policy and an amendment to the City's Municipal Code Section related to the termination of water service for residential users and the adoption of a written policy (Section 20-9 of the Colusa Municipal Code). The policy would be applicable to all residential water customers and result in expanded notification procedures prior to service shut-off for nonpayment. As an urban and community water system not regulated by the Public Utilities Commission, the City is required to comply with Senate Bill 998 by April 1, 2023.

It is recommended that the City Council the attached policy now and then at the next regular Council meeting introduce as a first reading a proposed Ordinance amending Colusa City Municipal Code Section 20-9 pertaining to the termination of water service for residential users and adopt the proposed Resolution adopting a Policy on Residential Water Service Shut-Off for Nonpayment to be effective April 1, 2023.

Adopted in 2018, Senate Bill 998 – Water Shutoff Protection Act ("SB 998") is codified in the California Health and Safety Code to provide additional procedural protections and expand upon the existing safeguards related to utility service disconnections in the Public Utilities Code and Government Code. Under SB 998, public water systems with more than 200 connections are required to adopt a written policy on residential water service shut off for nonpayment, applicable to all residential water customers. SB 998 includes a number of similar and redundant provisions that are already in existence and codified in the Public Utilities Code and Government Code. Nevertheless, the City must comply with SB 998.

Through the adoption of SB 998, the California Legislature intends to protect Californians from losing access to water service due to the inability to pay without proper notice and sufficient time

to cure. Specifically, the bill requires an adopted policy by the City, which must fulfill the following key requirements:

- Prohibit discontinuation of residential service for nonpayment until payment by a customer has been delinquent for at least 60 days; while the delinquent payment is under investigation by the utility or under review for appeal; and while the customer is enrolled in an alternative payment arrangement.
- Provide written or telephone notice at least seven days before discontinuation. The notice must contain information on the delinquent amount, a deadline to contact the utility to arrange for alternative payment arrangements, procedures to avoid discontinuation, and a description of the bill review and appeals process.
- Provide the customer with information on how to restore service and include the utility's contact information to discuss options for averting service discontinuation.
- For residential customers who demonstrate a household income below 200% of the federal poverty line, waive interest charges on delinquent bills and limit the reconnection service fee to \$50 during business hours and \$150 after hours.
- Prohibit discontinuation under certain medical and financial circumstances if the customer agrees to an alternative payment arrangement and provides certification.
- Require the utility to make a good faith effort to inform by written notice both the customer of record and residential tenants that water service will be discontinued if payment or payment arrangements are not arranged.

In an effort to ensure transparency and accessibility, SB 998 requires translations of the adopted policy in the following languages: English, Spanish, Chinese, Vietnamese, Tagalog, Korean, and any other language spoken by 10% of the service area. The policy in the languages above must be posted on the agency's website and made available upon request.

SB 998 prohibits a City water provider from disconnecting service for nonpayment of service charges until a bill has been delinquent for at least sixty (60) days, and then City must give notices in the time periods and manner set forth in the new law. Colusa Municipal Code Section 20-9 dictates that a water bill is delinquent when it remains unpaid for 30 days. This time period is consistent with SB 998, which requires 60 days of delinquency. Therefore, staff recommends adopting this policy and then amending Section 20-9 at the next regular Council meeting so that it complies with SB 998.

The residential water shut-off policy would add the following procedures to conform to the requirements of SB 998, as follows:

- Incorporates written notification prior to service discontinuation, as required, based on the applicable customer circumstances described in the policy.
- Implements third party notification service to seniors and dependent adults, where the City will attempt to notify a person designated by the customer to receive a notification when the customer's account is past due and subject to service termination. For residencies where the

landlord is the customer of service, notify the occupants or tenants of their right to become customers of the City.

- Implements a procedure for delinquent customers, who meet statutory criteria demonstrating their inability to pay or under special medical circumstances, to request alternative payment options including payment extensions, amortizations, alternative payment schedules, or payment reductions. The City Manager or Finance Director has the discretion to select the most appropriate alternative payment options.

Further, SB 998 specifically requires the agency to allow a residential customer to contest or appeal their bill for the City Council's final determination. This would only occur after the City Manager and or Finance Director has reviewed the customer's complaint and offered an alternative payment arrangement. If the customer requests to appeal to the City Council for a final determination, the customer will need to file a written appeal with the City Clerk and schedule to be heard at a City Council meeting. It should be noted that the Finance Director already follows a procedure in which the City Manager or Finance Director will work with the customer to resolve a disputed bill. The appeal to City Council would be the last step added to the Department's existing procedure for such instances.

Lastly, the City will be required to report the number of annual discontinuations of residential service for nonpayment on its agency website and to the State Water Resources Control Board. SB 998 would require the City to comply by April 1, 2023, subject to fines for noncompliance.

Given Colusa's local demographics, translation of the new policies into Spanish, Chinese, Vietnamese, Tagalog, and Korean will sufficiently meet the 10% service area requirement identified in SB 998.

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

BUDGET IMPACT:

None

STAFF RECOMMENDATION:

Approve Resolution 23-

RESOLUTION NO. 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA, STATE OF CALIFORNIA, ADOPTING A POLICY ON RESIDENTIAL WATER SERVICE SHUT-OFF FOR NONPAYMENT

WHEREAS, California Health and Safety Code Section 116906 requires each urban and community water system, including the City of Colusa ("City"), to have a written policy on discontinuation of residential service for nonpayment, and such written policy must address specified subjects required by law; and

WHEREAS pursuant to Sections 20-7, 20-8, and 20-9 of the Colusa Municipal Code, the City Council may, by resolution or motion, adopt a policy for discontinuation of residential water service, and such policy may include, but may not be limited to, provisions concerning billing procedures, discontinuation of service, notification procedures, restoration of service, procedures to contest or appeal a water bill, extensions or other alternative payment arrangements, protections available to qualified low-income customers, procedures for becoming a customer of the City under specified circumstances, and related matters; and

WHEREAS, the City Council desires to adopt the Policy for Discontinuation of Residential Water Service attached to this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby adopts the attached Policy for Discontinuation of Residential Water Service (the "Policy"). To the extent any provision of the Policy conflicts with any provisions of Section 20, of the Municipal Code, the Policy shall control.

SECTION 2. If any section, subsection, clause, or phrase in the Policy or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of the Policy or the application of such provisions to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted the Policy and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 3. This Resolution shall become effective April 1, 2023.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Colusa at a public meeting held on the 7th day of March 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG, PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: March 7 2023
TO: Mayor Ponciano and member of the City Council
FROM: Jesse Cain, City Manager, and Ryan Jones, City Attorney,

AGENDA ITEM:

A Resolution to authorize the City Manager to sign the financing agreement with the Drinking water State Revolving Fund (DWSRF) and a Resolution to authorize a representative on the drinking water state revolving fund for the City of Colusa Water Consolidation-Walnut Ranch Community Facilities District Water Infrastructure Construction Project.

Recommendation: Council to adopt the Resolution authorizing the City Manager to sign financing agreement, amendments, and certifications for funding under the drinking water state revolving fund (DWSRF); authorizing City Manager to approve claims for reimbursement, authorizing City Manager to execute budget and expenditure summary: authorizing City Manager to sign the final release form and City Manager to sign the certification of project completion; and pledging and dedicating net water revenues from to payment of DWSRF financing.

Council to adopt the Resolution to authorize representative for drinking water state revolving fund for the City of Colusa Water Consolidation-Walnut Ranch Community Facilities District Water Infrastructure Construction Project.

BACKGROUND ANALYSIS:

In January of 2017 City of Colusa passed resolution 17-60 authorizing the City manager to sign all of the funding agreements for the Clean water State Revolving Fund (CWSRF) for the Water Consolidation- Walnut Ranch Community Facilities District water project, Now in 2023 the State requesting that we amend the resolution to change the funding source to Drinking Water State Revolving fund (DWSRF). The proposed resolutions only change the funding source.

BUDGET IMPACT:

.None

STAFF RECOMMENDATION:

Adopt both Resolutions

RESOLUTION NO. 23-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA
AUTHORIZING THE CITY MANAGER TO SIGN FINANCING AGREEMENT,
AMENDMENTS, AND CERTIFICATIONS FOR FUNDING UNDER THE DRINKING
WATER STATE REVOLVING FUND (DWSRF); AUTHORIZING CITY MANAGER TO
APPROVE CLAIMS FOR REIMBURSEMENT, AUTHORIZING CITY MANAGER TO
EXECUTE BUDGET AND EXPENDITURE SUMMARY; AUTHORIZING CITY
MANAGER TO SIGN THE FINAL RELEASE FORM AND CITY MANAGER TO SIGN
THE CERTIFICATION OF PROJECT COMPLETION; AND PLEDGING AND
DEDICATING NET WATER REVENUES FROM TO PAYMENT OF DWSRF
FINANCING.

WHEREAS, the City of Colusa seeks financing from the Drinking Water State Revolving Fund for a project commonly known as The Water Consolidation-Walnut Ranch Water Community Facilities District Construction Project herein after referred to as (“Project”); and

WHEREAS, the City of Colusa has previously applied for and received planning grant funds for the “project” and under said funds completed the plans, specifications and bid documents, and contemplates utilizing these funds for the bidding, award and construction of said “project”.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that

1. The City Manager is hereby authorized and directed to sign and file, for and on behalf of the City of Colusa a financial assistance application for a financing agreement from the Drinking Water State Revolving Fund for the Project;
2. The City Manager or designee is hereby authorized to sign the DWSRF program financing agreement for the Project and any amendments thereto, and provide the assurances, certifications and commitments required therefore;
3. The City Manager or designee is hereby authorized to represent the City of Colusa in carrying out the City of Colusa responsibilities under the financing agreement, including approving and submitting disbursement requests (including Claims for Reimbursement) or other required documentation, compliance with applicable state and federal laws, and making any other necessary certifications;
4. The City of Colusa does hereby dedicate and pledge its net water revenues and its water enterprise fund to payment of the DWSRF financing for the Project. The City of Colusa commits to collecting such revenues and maintaining

such fund(s) throughout the term of such financing and until the City of Colusa has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the Drinking Water State Revolving Fund. So long as the financing agreement(s) are outstanding, the City of Colusa pledge hereunder shall constitute a lien in favor of the Drinking water State Revolving Fund on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City of Colusa commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s). If for any reason, the said source of revenues proves insufficient to satisfy the debt service of the DWSRF obligation, sufficient funds shall be raised through increased water rates, user charges, or assessments or any other legal means available to meet the CWSRF obligation and to operate and maintain the project; and

5. The authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. The Drinking Water State Revolving Fund is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by the Drinking Water State Revolving Fund. The Drinking Water State Revolving Fund shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation documents of the City of Colusa or in any other document.

PASSED AND ADOPTED by the City Council of the City of Colusa on March 7th, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZED REPRESENTATIVE FOR DRINKING WATER STATE REVOLVING FUND FOR THE CITY OF COLUSA WATER CONSOLIDATION-WALNUT RANCH COMMUNITY FACILITIES DISTRICT WATER INFRASTRUCTURE CONSTRUCTION PROJECT

WHEREAS RESOLVED by the City Council of the City of Colusa as follows:

The City Manager, (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the Drinking Water State Revolving Fund for the construction of,
Water Consolidation- Walnut Ranch Community Facilities District

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the drinking Water State Revolving Fund and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the City Council of the City of Colusa on March 7th 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: March 7, 2023
TO: City of Colusa Mayor and Council Members
FROM: Jesse Cain, City Manager

AGENDA ITEM: Discussion on ARPA Funds

Recommendation: Listen to Council and take direction

On March 11, 2021, President Joe Biden signed the American Rescue Plan Act into law. ARPA, a substantial federal stimulus bill aimed at addressing many aspects and impacts of the COVID-19 pandemic. One component of the bill is the State and Local Fiscal Recovery portion, which allocates approximately \$350 billion in one-time federal funds directly to state, local, territorial, and tribal governments. The funds are intended to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. The City of Colusa's share of the funding is approximately \$1.44 million, calculated by the California Department of the Treasury.

On May 10, 2021, the Department of the Treasury released its Interim Final Rule describing the detailed requirements and rules surrounding using this one-time funding. There are four eligible categories of funding uses:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year before the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

On April 1, 2022, the Department of the Treasury released its Final Rule describing again the detailed requirements and rules surrounding this one-time funding. The four (4)

categories of funding remained from Interim Rule, with a few changes to cover broader spending, within four rules, for municipalities.

City Staff has presented spending requests individually to the Council in the last year, totaling spending of 20% of allocated one-time ARPA funds. The details and information for already approved and spent monies are noted below and in the attached spreadsheet.

Below are recommended uses by area of emphasis-

Community Assistance Programs for Colusa Residents, Community Organizations and Businesses- \$155,000

- **Nonprofit & Community Organization Grant Program** \$30,000 - The pandemic has resulted in several Colusa NPO and Community Organizations losing valuable revenues from canceling events and fundraising opportunities. This program would allot \$15,000 per FY for two (2) fiscal years (23/24 and 24/25) for NPO and Organizations are to be granted seed money to bring their events and programming back or to build the momentum of events back to pre-pandemic numbers. Acceptable events would have requirements to serve as free to residents of Colusa and cannot be used for any personal, political, or closed events. Examples include Lion's Club Fair Parade, Lion's Club Easter Egg Hunt, Colusa Swim Teams Community Swim Meet, Helping Hands Weekly Meal Program, Scout Pancake Breakfast, etc. Funds not allocated in year one would roll over to year two.
- **Parks & Recreation Youth Camp Programming** - \$100,000 - As parents have returned to the workplace and others struggle with having the resources needed to have recreation and educational opportunities for their children, staff is proposing to use ARPA funds provide funding through the Parks & Recreation Department to assist with the cost of childcare services to the community. This program would offer day and weekly FULL DAY camp/enrichment opportunities for little to no-cost during CUSD unscheduled school days. \$50,000 per year will cover additional temporary staffing needs and materials to host camps during Thanksgiving, Christmas, February, and Spring Breaks and misc. "no school" days throughout the year.
- **BluDot Portal Creation for all Local Businesses** - \$25,000 – The pandemic affected our local city businesses in many ways. While our restaurants and bars suffered with shutdowns, our grocery and hardware/feed stores thrived, with purchases being made locally. The addition of BluDot to create a business directory we can link to the city website will allow all local businesses to have a web-based advertisement featuring what they offer, how to get a hold of them, their business hours, and many other options they want to highlight, all without the need for the individual business to create a website. This is also an excellent tool for visitors and new residents to have one central place on the web to learn what Colusa has to offer and encourage our residents and visitors to spend their money where they live.

Workplace Safety, Technology, and Equipment Upgrades - \$1.125 million

- **Emergency Equipment Replacement and Continuity of Operations - \$379,835**

- **Fire Department Equipment Replacement - \$150,000** – CFD needs have been minimally funded, resulting in aging and outdated necessary equipment. Having reliable fire trucks and apparatus for fire and emergency

response is critical. Funding of \$150,000 is recommended to purchase equipment such as PPE, fire shelters, AED defibrillation, Vehicle extraction tool set, digital BK radios, and update a 30-year-old dispatch system. This new equipment would replace high-use gear that is outdated and unreliable.

- **Colusa Police Department Patrol Vehicles - \$229,835** – In 2022 Council approved the allocation of \$165,035 for two new patrol vehicles and additional equipment to outfit the cars. Approving the ARPA allocation would add \$64,800 for purchasing a third Patrol Vehicle, fully fitted as required. Having reliable patrol vehicles for emergency response and daily patrol is critical to ensure public safety. This new vehicle would replace a high mileage patrol vehicle that must be replaced within the following year.

- **Essential Worker One-Time Payment - \$106,200** - As outlined in the Treasury Interim Final Rule, as essential workers, City staff have been on the front lines providing aid to the community since the beginning of the health crisis. Despite the apparent risk of contracting the highly contagious COVID-19 virus, and with no additional pay, staff responded to the emergency and continued serving the community. In alignment with the approved uses of ARPA funding, it was approved by Council in December 2021 to issue a one-time payout to city staff.

- **Department of Public Works Equipment Upgrade - \$245,000** - Due to decades of vehicle and equipment disinvestment from lack of funding, DPW vehicle and equipment needs have been minimally funded, resulting in an aging City fleet. This allocation would purchase two (2) new pick-up trucks and one (1) 3500 Flatbed Dump Truck, both of which are used to serve many departments and needs of the City, such as road, tree, and part maintenance. They will also have increased use during the “leaf pick-up” to create a dependable and efficient schedule to keep debris-free roads and storm drains.

- **City Hall Master Server Replacement - \$100,000** – The pandemic showed city staff that the importance of having the option to communicate via the web is essential and critical to continuing operations. An update to our Primary server will allow us to continue to provide better service to our residents and business, as well as enable our finance team to operate a new accounting software.

- **City Hall Multi line Phone System Update - \$75,000** – The City’s current phone system is over 25 years old, and replacement parts are no longer available. An update to our current multi-line system will allow us to open additional lines to residents, providing better customer service and support. This new system will enable all departments to communicate better than ever.

- **Accounting Software Update** - \$150,000 – The current accounting software the finance department uses is over 30 years old and does not allow city staff or Council to look at revenues and expenditures in a way that will enable and empower better decisions regarding the budget. The new software will also allow for refined canned and ad-hoc reporting, giving the City an edge in financial reporting it has not had before.
- **Employee Sick Pay** - \$18,612.00 – approved as an ARPA allocation spend at Mid-Year Budget in February 2023.

Community Projects - \$135,000

- **Colusa Sports Complex Design & Planning** - \$35,000 – The Colusa Sports Complex is designated to be a 25-acre parcel of City property at the end of Will S. Green Road, next to Wastewater Treatment Plant. In 2022 City Council approved a resolution for this allotment. At the February 21st City Council Meeting, staff grant writer presented a proposal of issuing an RFP for a design and planning firm to hold public meetings for community input and create plans and drawings of the proposed complex to be used for grant applications and any future Capital Improvement Plans.

- **City Park Improvements** - \$100,000 – The pandemic brought our city parks to the forefront of our community's minds. They were used for play, entertainment, and gathering. With the uptick in park use, the current state of equipment was also brought to the attention of city staff by PRT Commissioners and many residents. Staff proposes \$50K for two FY to address and implement park improvements, including but not limited to: tennis court repair and addition of lights, replacement of picnic tables and water fountains, replacement of playground equipment as well as the addition of equipment to serve all abilities of our children.

Remaining funding for Council Direction

If Council approves the spending plan presented above, the balance of the ARPA Funding will be approximately \$25,300. Staff expects this number to increase slightly as requested allotments for some equipment replacement may have a balance to roll over. Staff requests guidance from Council on the preference for the expenditure of this remaining balance and possible additional balances for purchases that come in under budgeted totals, with consideration given to the timeline and allowable uses.

Funds must be committed by December 31, 2024, and expended by December 31, 2026.

Alternatives / Options:

- 1) Reject the proposed spending plan and direct staff to return with an alternative plan.
- 2) Reject spending the ARPA allocation and return funds to the State of California.

PUBLIC OUTREACH

Council gave direction to staff to hold formal conversations with residents to inform them of

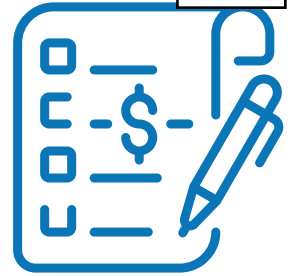
the parameters of ARPA Funds, how they may be spent, and what community priorities are. Staff held two public meetings, the first on May 4, 2022, at the Colusa County Library and at the end of May 2022 at City Hall. Notice for these Community conversations was published in the newspaper, on City social media and Community monthly newsletters (print and email). In addition to community conversations, the Survey was open to all residents and community members. The Survey was “open” for participation for six weeks between May 2 and June 17th, 2023. The public was also welcome to contact staff via phone or email for conversations regarding ARPA and encouraged to participate in Survey after learning more. The survey results are featured on the first page of the included packet with spending details.

FINANCIAL IMPACTS

The City's ARPA approximate funding allocation is \$1.4 million. The City has received approximately 100% of the allocation. Since March 1, 2021, \$289,847.00 (20%) has been spent with Council Approval. A recommended investment plan, including monies already allocated and spent, has been presented here and includes three areas of emphasis.

ENVIRONMENTAL COMPLIANCE

Adopting the American Rescue Plan Act (“ARPA”) recommended funding allocation for the City of Colusa is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is a fiscal and administrative activity pursuant to CEQA Guideline section 15378. Moreover, further CEQA analysis will be performed during the project-specific approvals of the above-stated use of funds.



AMERICAN RESCUE PLAN ACT (ARPA)

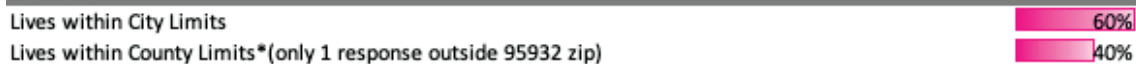
PUBLIC SURVEY RESULTS

Community Conversations, ARPA Funds and Feedback on Spending Plan May - June 2022

Age



Resident



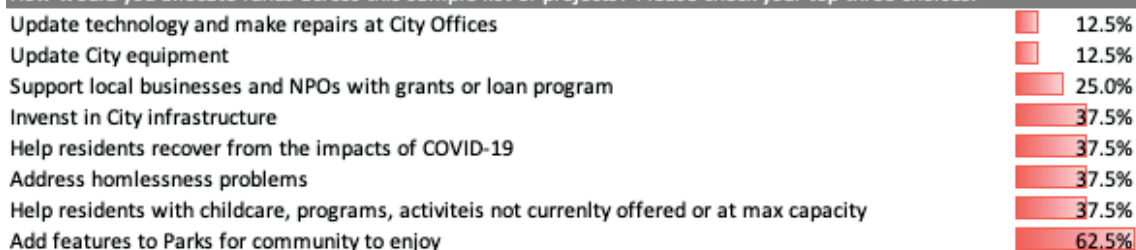
Before the City Presentation, how much did you know about ARPA Funds?



How did you first hear about ARPA



How would you allocate funds across this sample list of projects? Please check your top three choices.



PROPOSED SPENDING PLAN OVERVIEW

Item 9.

REVISED REQUEST LIST_Recomandations

\$ 1,440,000.00 \$25,353.00

Sum of Amount	Column Label				
Row Labels	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Grand Total
Community Aid			\$ 65,000	\$ 65,000	\$ 130,000
Economic Workforce Development			\$ 25,000		\$ 25,000
Government Operations Investments	\$ 124,812	\$ 190,000	\$ 300,000	\$ 130,000	\$ 744,812
Infrastructure		\$ 35,000	\$ 50,000	\$ 50,000	\$ 135,000
Public Safety	\$ 165,035	\$ 75,000	\$ 139,800		\$ 379,835
Grand Total	\$ 289,847	\$ 300,000	\$ 579,800	\$ 245,000	\$ 1,414,647

Sum of Amount	Column Label				
Row Labels	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Grand Total
Community Aid			\$ 65,000	\$ 65,000	\$ 130,000
Grant/Econ Dev			\$ 15,000	\$ 15,000	\$ 30,000
Parks & Recreation			\$ 50,000	\$ 50,000	\$ 100,000
Economic Workforce Development			\$ 25,000		\$ 25,000
Grant/Econ Dev			\$ 25,000		\$ 25,000
Government Operations Investments	\$ 124,812	\$ 190,000	\$ 300,000	\$ 130,000	\$ 744,812
Dept. Public Works		\$ 115,000		\$ 130,000	\$ 245,000
Finance			\$ 150,000		\$ 150,000
All	\$ 124,812				\$ 124,812
City Hall		\$ 75,000	\$ 150,000		\$ 225,000
Infrastructure		\$ 35,000	\$ 50,000	\$ 50,000	\$ 135,000
Parks & Recreation		\$ 35,000	\$ 50,000	\$ 50,000	\$ 135,000
Public Safety	\$ 165,035	\$ 75,000	\$ 139,800		\$ 379,835
Fire Department		\$ 75,000	\$ 75,000		\$ 150,000
Police Department	\$ 165,035		\$ 64,800		\$ 229,835
Grand Total	\$ 289,847	\$ 300,000	\$ 579,800	\$ 245,000	\$ 1,414,647

Sum of Amount	Column Label				
Row Labels	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Grand Total
Dept. Public Works		\$ 115,000		\$ 130,000	\$ 245,000
Finance			\$ 150,000		\$ 150,000
Fire Department		\$ 75,000	\$ 75,000		\$ 150,000
Grant/Econ Dev			\$ 40,000	\$ 15,000	\$ 55,000
Parks & Recreation		\$ 35,000	\$ 100,000	\$ 100,000	\$ 235,000
Police Department	\$ 165,035		\$ 64,800		\$ 229,835
All	\$ 124,812				\$ 124,812
City Hall		\$ 75,000	\$ 150,000		\$ 225,000
Grand Total	\$ 289,847	\$ 300,000	\$ 579,800	\$ 245,000	\$ 1,414,647

Row Labels	Sum of Amount	Sum of Amount2
City Hall Upgrade	\$ 156,200	11.04%
Community support	\$ 129,835	9.18%
Employee Pay	\$ 65,000	4.59%
Equipment	\$ 195,000	13.78%
Park Improvements	\$ 115,000	8.13%
Software	\$ 165,000	11.66%
Vehicle/Equipment	\$ 563,612	39.84%
New Park Project	\$ 25,000	1.77%
Grand Total	\$ 1,414,647	100.00%

Row Labels	Sum of Amount	Sum of Amount2
All	\$ 124,812	8.82%
City Hall	\$ 225,000	15.91%
Dept. Public Works	\$ 245,000	17.32%
Finance	\$ 150,000	10.60%
Fire Department	\$ 150,000	10.60%
Grant/Econ Dev	\$ 55,000	3.89%
Parks & Recreation	\$ 235,000	16.61%
Police Department	\$ 229,835	16.25%
Grand Total	\$ 1,414,647	100.00%

PROPOSED SPENDING PLAN DETAIL

Department of Treasury Codes										
City Department	Item/Act	Qty	Indivd Co	Extened Co	Spending Group	Spending Subgroup	Adjusted	Phase	FY	Amount
Grant/Econ Dev	NP Grant Program	2	\$ 15,000.00	\$ 30,000.00	Community Aid	Nonprofit Support	\$ 30,000.00	FY 23/24	23/24	\$ 15,000.00
Grant/Econ Dev	NP Grant Program	2	\$ 15,000.00	\$ 30,000.00	Community Aid	Nonprofit Support		FY 24/25	24/25	\$ 15,000.00
Parks & Recreation	Youth Camp/Child Care	1	\$100,000.00	\$ 100,000.00	Community Aid	Youth & Family Support	\$ 100,000.00	FY 23/24	23/24	\$ 50,000.00
Parks & Recreation	Youth Camp/Child Care			\$ -	Community Aid	Youth & Family Support		FY 24/25	24/25	\$ 50,000.00
Grant/Econ Dev	Buisness Directory	1	\$ 25,000.00	\$ 25,000.00	Economic Workforce Development	Small Business Support	\$ 25,000.00	FY 23/24	23/24	\$ 25,000.00
All	1 Time Employee Bounus	1	\$106,200.00	\$ 106,200.00	Government Operations Investments	Government Employee Wages or Hiring	\$ 106,200.00	FY 21/22	21/22	\$106,200.00
All	Employee Sick Pay	1	\$ -	\$ 18,612.00	Government Operations Investments	Government Employee Wages or Hiring	\$ 18,612.00	FY 21/22	21/22	\$ 18,612.00
City Hall	New Phone System	1	\$ 75,000.00	\$ 75,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 75,000.00	FY 22/23	22/23	\$ 75,000.00
City Hall	Master Server	1	\$100,000.00	\$ 100,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 100,000.00	FY 23/24	23/24	\$150,000.00
Dept. Public Works	3500 Flatbed Dump Truck	1	\$115,000.00	\$ 115,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 115,000.00	FY 22/23	22/23	\$115,000.00
Dept. Public Works	New Truck	2	\$ 65,000.00	\$ 130,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 130,000.00	FY 24/25	24/25	\$130,000.00
Finance	Accounting Software	1	\$150,000.00	\$ 150,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 150,000.00	FY 23/24	23/24	\$150,000.00
Parks & Recreation	Sports Complex Build out	1	\$ 35,000.00	\$ 35,000.00	Infrastructure	Public Space	\$ 35,000.00	FY 22/23	22/23	\$ 35,000.00
Parks & Recreation	Park Improvments	1	\$200,000.00	\$ 200,000.00	Infrastructure	Public Space	\$ 100,000.00	FY 23/24	23/24	\$ 50,000.00
Parks & Recreation	Park Improvments			\$ -	Infrastructure	Public Space		FY 24/25	24/25	\$ 50,000.00
Fire Department	Unknown	1	\$250,000.00	\$ 250,000.00	Public Safety	Fire Department	\$ 150,000.00	FY 22/23	22/23	\$ 75,000.00
Fire Department	Unknown	0	\$ -	\$ -	Public Safety	Fire Department	\$ 150,000.00	FY 23/24	24/24	\$ 75,000.00
Police Department	New Vehicles	2	\$ 60,000.00	\$ 120,000.00	Public Safety	Police Department	\$ 120,000.00	FY 21/22	21/22	\$120,000.00
Police Department	Radios	1	\$ 45,035.00	\$ 45,035.00	Public Safety	Police Department	\$ 45,035.00	FY 21/22	21/22	\$ 45,035.00
Police Department	Patrol Vehicles	2	\$ 40,000.00	\$ 80,000.00	Public Safety	Police Department	\$ 40,000.00	FY 23/24	23/24	\$ 40,000.00
Police Department	Vehicle Build Out	2	\$ 15,000.00	\$ 30,000.00	Public Safety	Police Department	\$ 15,000.00	FY 23/24	23/24	\$ 15,000.00
Police Department	Mobile Radio	2	\$ 5,000.00	\$ 10,000.00	Public Safety	Police Department	\$ 5,000.00	FY 23/24	23/24	\$ 5,000.00
Police Department	Mobile Radio	2	\$ 4,800.00	\$ 9,600.00	Public Safety	Police Department	\$ 9,600.00	FY 23/24	23/24	\$ 4,800.00

FULL REQUEST OVERVIEW

Item 9.

FULL REQUESTED LIST

\$ 1,440,000.00

\$ (249,572.09)

Sum of Amount	Column Labels				
Row Labels	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Grand Total
Economic Workforce Development			\$ 25,000		\$ 25,000
Government Operations Investments	\$ 124,812	\$ 190,000	\$ 250,000	\$ 130,000	\$ 694,812
Infrastructure		\$ 35,000	\$ 50,000	\$ 50,000	\$ 135,000
Public Safety	\$ 165,035	\$ 161,863	\$ 377,863		\$ 704,760
Community Aid			\$ 65,000	\$ 65,000	\$ 130,000
Grand Total	\$ 289,847	\$ 386,863	\$ 767,863	\$ 245,000	\$ 1,689,572

Sum of Amount	Column Labels				
Row Labels	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Grand Total
<input checked="" type="checkbox"/> Economic Workforce Development			\$ 25,000		\$ 25,000
Grant/Econ Dev			\$ 25,000		\$ 25,000
<input checked="" type="checkbox"/> Government Operations Investment	\$ 124,812	\$ 190,000	\$ 250,000	\$ 130,000	\$ 694,812
All	\$ 124,812				\$ 124,812
City Hall		\$ 75,000	\$ 100,000		\$ 175,000
Dept. Public Works		\$ 115,000		\$ 130,000	\$ 245,000
Finance			\$ 150,000		\$ 150,000
<input checked="" type="checkbox"/> Infrastructure		\$ 35,000	\$ 50,000	\$ 50,000	\$ 135,000
Parks & Recreation		\$ 35,000	\$ 50,000	\$ 50,000	\$ 135,000
<input checked="" type="checkbox"/> Public Safety	\$ 165,035	\$ 161,863	\$ 377,863		\$ 704,760
Fire Department		\$ 161,863	\$ 161,863		\$ 323,725
Police Department	\$ 165,035		\$ 216,000		\$ 381,035
<input checked="" type="checkbox"/> Community Aid			\$ 65,000	\$ 65,000	\$ 130,000
Grant/Econ Dev			\$ 15,000	\$ 15,000	\$ 30,000
Parks & Recreation			\$ 50,000	\$ 50,000	\$ 100,000
Grand Total	\$ 289,847	\$ 386,863	\$ 767,863	\$ 245,000	\$ 1,689,572

Sum of Amount	Column Labels				
Row Labels	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Grand Total
All	\$ 124,812				\$ 124,812
City Hall		\$ 75,000	\$ 100,000		\$ 175,000
Dept. Public Works		\$ 115,000		\$ 130,000	\$ 245,000
Finance			\$ 150,000		\$ 150,000
Fire Department		\$ 161,863	\$ 161,863		\$ 323,725
Grant/Econ Dev			\$ 40,000	\$ 15,000	\$ 55,000
Parks & Recreation		\$ 35,000	\$ 100,000	\$ 100,000	\$ 235,000
Police Department	\$ 165,035		\$ 216,000		\$ 381,035
Grand Total	\$ 289,847	\$ 386,863	\$ 767,863	\$ 245,000	\$ 1,689,572

Row Labels	Sum of Amount	Sum of Amount2
Employee Pay	\$ 124,812	7.39%
Equipment	\$ 323,725	19.16%
Software	\$ 175,000	10.36%
Vehicles/Equipment	\$ 626,035	37.05%
New Park Project	\$ 35,000	2.07%
City Hall Upgrade	\$ 175,000	10.36%
Community support	\$ 130,000	7.69%
Park Improvements	\$ 100,000	5.92%
Grand Total	\$ 1,689,572	100.00%

Row Labels	Sum of Amount	Sum of Amount2
All	\$ 124,812	7.39%
City Hall	\$ 175,000	10.36%
Dept. Public Works	\$ 245,000	14.50%
Finance	\$ 150,000	8.88%
Fire Department	\$ 323,725	19.16%
Grant/Econ Dev	\$ 55,000	3.26%
Parks & Recreation	\$ 235,000	13.91%
Police Department	\$ 381,035	22.55%
Grand Total	\$ 1,689,572	100.00%

FULL REQUEST DETAIL

Item 9.

Department of Treasury Codes										
City Department	Item/Act	Qty	Indivd Co	Extened Co	Spending Group	Spending Subgroup	Adjusted	Phase	FY	Amount
All	1 Time Employee Bounus	1	\$106,200.00	\$ 106,200.00	Government Operations Investments	Government Employee Wages or Hiring	\$ 106,200.00	FY 21/22	Employee Pay	\$106,200.00
Police Department	New Vehicles	2	\$ 60,000.00	\$ 120,000.00	Public Safety	Police Department	\$ 120,000.00	FY 21/22	Vehicles/Equipment	\$120,000.00
Police Department	Radios	1	\$ 45,035.00	\$ 45,035.00	Public Safety	Police Department	\$ 45,035.00	FY 21/22	Vehicles/Equipment	\$ 45,035.00
All	Employee Sick Pay	1	\$ -	\$ 18,612.00	Government Operations Investments	Government Employee Wages or Hiring	\$ 18,612.00	FY 21/22	Employee Pay	\$ 18,612.00
Parks & Recreation	Sports Complex Build out	1	\$ 35,000.00	\$ 35,000.00	Infrastructure	Public Space	\$ 35,000.00	FY 21/22	New Park Project	\$ 35,000.00
City Hall	New Phone System	1	\$ 75,000.00	\$ 75,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 75,000.00	FY 22/23	City Hall Upgrade	\$ 75,000.00
Dept. Public Works	3500 Flatbed Dump Truck	1	\$115,000.00	\$ 115,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 115,000.00	FY 22/23	Vehicles/Equipment	\$115,000.00
Fire Department	Unknown	1	\$250,000.00	\$ 250,000.00	Public Safety	Fire Department	\$ 125,000.00	FY 22/23	Equipment	\$161,862.55
Grant/Econ Dev	Buisness Directory	1	\$ 25,000.00	\$ 25,000.00	Economic Workforce Development	Small Business Support	\$ 25,000.00	FY 23/24	Software	\$ 25,000.00
Police Department	Patrol Vehicles	2	\$ 40,000.00	\$ 80,000.00	Public Safety	Police Department	\$ 80,000.00	FY 23/24	Vehicles/Equipment	\$ 80,000.00
Police Department	Vehicle Build Out	2	\$ 15,000.00	\$ 30,000.00	Public Safety	Police Department	\$ 30,000.00	FY 23/24	Vehicles/Equipment	\$ 30,000.00
Police Department	Mobile Radio	2	\$ 5,000.00	\$ 10,000.00	Public Safety	Police Department	\$ 10,000.00	FY 23/24	Vehicles/Equipment	\$ 10,000.00
Police Department	Mobile Radio	2	\$ 4,800.00	\$ 9,600.00	Public Safety	Police Department	\$ 9,600.00	FY 23/24	Vehicles/Equipment	\$ 9,600.00
Finance	Accounting Software	1	\$150,000.00	\$ 150,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 150,000.00	FY 23/24	software	\$150,000.00
City Hall	Master Server	1	\$100,000.00	\$ 100,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 100,000.00	FY 23/24	City Hall Upgrade	\$100,000.00
Fire Department	Unknown	0	\$ -	\$ -	Public Safety	Fire Department	\$ 125,000.00	FY 23/24	Equipment	\$161,862.55
Dept. Public Works	New Truck	2	\$ 65,000.00	\$ 130,000.00	Government Operations Investments	Investment in Government Facility, Equipment and or/IT	\$ 130,000.00	FY 24/25	Vehicles/Equipment	\$130,000.00
Grant/Econ Dev	NP Grant Program	2	\$ 15,000.00	\$ 30,000.00	Community Aid	Nonprofit Support	\$ 30,000.00	FY 23/24	Community support	\$ 15,000.00
Parks & Recreation	Youth Camp/Child Care	1	\$100,000.00	\$ 100,000.00	Community Aid	Youth & Family Support	\$ 100,000.00	FY 23/24	Community support	\$ 50,000.00
Parks & Recreation	Park Improvments	1	\$200,000.00	\$ 200,000.00	Infrastructure	Public Space	\$ 100,000.00	FY 23/24	Park Improvements	\$ 50,000.00
Grant/Econ Dev	NP Grant Program	2	\$ 15,000.00	\$ 30,000.00	Community Aid	Nonprofit Support		FY 24/25	Community support	\$ 15,000.00
Parks & Recreation	Youth Camp/Child Care			\$ -	Community Aid	Youth & Family Support		FY 24/25	Community support	\$ 50,000.00
Parks & Recreation	Park Improvments			\$ -	Infrastructure	Public Space		FY 24/25	Park Improvements	\$ 50,000.00