



CITY COUNCIL MEETING

Tuesday, June 20, 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

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

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

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

Professional Firefighters Association

Peace Officers Association

Department Heads

Middle Management

Miscellaneous Unit

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

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

2. **Receive and File** - Finance Department May Report

3. **Receive and File** - Recreation Department May Report

4. **Receive and File** - May Warrants List

5. **Adopt** - Resolution adopting direct assessment for delinquent solid waste liens for the Fiscal Year 2022-23 on the 2023-24 Property Tax Roll.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

PUBLIC HEARINGS

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

Recommendation: Open the public hearing and Council to adopt the Resolution to approve the engineer's report which, confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2023-24 for the City of Colusa Parks, Trees & Pool Improvement District.

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

Recommendation: Open the public hearing and Council to adopt the Resolution to approve the engineer's report which, confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2023-24 for the City of Colusa CFD 2-2020.

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

Recommendation: Open the public hearing and Council to adopt the Resolution to approve the engineer's report, confirming diagram maps and parcels within the assessment districts,

and order the levy of assessment for FY 2023-24 for the City of Colusa Walnut Ranch Assessment District.

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

Recommendation: Open the public hearing and Council to adopt the Resolution to approve the engineer's reports which, confirm diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2023-24 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

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

Recommendation: Open the Public Hearing and Council to adopt a Resolution approving Fiscal Year 2022-23 Comprehensive Fee Schedule changes and additions

COUNCIL CONSIDERATION

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

Recommendation: Council to adopt the proposed Resolution to delegate the City Manager authority to execute the Contract with Brewer Engineering

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

Recommendation: Council to adopt the proposed Resolution to delegate the City Manager authority to execute the Contract with NV5

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

Recommendation: Council to adopt the proposed Resolution authorizing the City to move forward with the Community Sake Grant Program

DISCUSSION ITEM

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

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

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

Americans with Disabilities Act

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

“This institution is an equal opportunity employer and provider”



City of Colusa
Finance Department
Monthly Staff Report – May 2023

Accounts Payable

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

Payroll

- Prepare May salary allocation transfers.
- May regular payroll.
- Implement (8) regular salary step increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

Accounts Receivable

- Provide continued utility billing customer support.
- 2,171 utility bills mailed.
- (2) bad checks processed.
- 1,764 cash payments processed (utilities, bldg. permits, recreation and pool, encroachment, business license, State and County payments, and boat launch fees).
- Boat Launch and State Park Payments
- Mailed backflow letters
- 22 Building Permits
- 98 Credit card Payments
- 2 Planning application processed

City Hall - Customer Services

- 671 customers walk-ins.
- 135 utility late notices.
- 38 Water/Sewer shut off for non-payment.
- 14 open utility accounts & adjustments.
- 12 closed utility accounts.
- 406 received phone calls.
- 5 Events/marque and banner applications processed.

- 15 State Park Reservation & Revenue
- 42 public works service requests
- Issued 22 Building Permits
- 7 Encroach Permit
- 5 Scout Cabin
- 26 Meter Changes
- Home Occupancy
- Certificate of Occupancy
- Use Permit
- 11 Pool Rentals

General Ledger

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

Personnel - HR

- Sick leave and vacation leave accrual monthly report update.
- May 2023 MidAmerica retiree health insurance distribution.
- Workers Compensation claims cont. d.
- Cont'd migration of MOUs into Employee Handbook continued
- Review NCCSIF monthly Workers' Compensation & Liability Reports.
- Provide retirement information to retirees and Public Works.
- Employee Income Verification (2).

Recreation Department

- Yoga classes are underway with the first class on 4/24 with 15 participants attending the first class. The remaining classes are anticipated to be full.
 - The instructor agreed to provide summer class morning sessions. Still free to participants.
 - Summer programs booklet and Flyers
 - Updated program in What's happening

CDBG-HOME

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

The applications.

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

Other

- Permit survey
- Street Sweeping invoice and reconciliation
- Contract for a new audit firm and the selection of audit firm
- Quarterly reports for business and building
- Processed LIHWAP program Payment and reporting
- Work with Corbin Willits on On-Line Bill Pay scheduled for end of December cont'd.
- Input in MOMs
- Attend HDL meetings
- Attend NCCISF meeting
- Work in progress with all city assessment districts, public notices, and staff reports
- Numerous public record requests cont'd
- Schedule appointments for the Building Inspector
- Follow up with the customers on plans and permits
- Correspond on several different grants
- Review the water past due accounts
- Weekly Iworq meetings for the implementation of Public work module
- Back Flow Letter and 2nd Notices
- Iworq Portal setup and training

Odor Complaints

Complaint period : May, 2023

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

Donations:

MAY Recreation

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

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

CITY OF COLUSA

MAY 2023

WARRANT LISTING

Item 4.

Check Number	Check Date	Check Amount	Vendor:	Invoice Number	Fund:	Account	Dept.:	Description				
61770	5/1/2023	950.93	AFLAC	5/1/2023	101	22340		P/R Liab - Long Term Disa				
61770 Total		950.93										
61771	5/1/2023	105	NICK ALLEGRIANI	PO 65263	410	51300	670	DMV PHYSICAL REIMBURSEMENT - WATER				
61771 Total		105										
61772	5/1/2023	833.28	AMERIGAS	314947441	430	52600	690	PROPANE - SEWER				
61772 Total		833.28										
61773	5/1/2023	101.5	LAIN ASHER	PO 65264	410	51300	670	DMV PHYSICAL REIMBURSEMENT - WATER				
61773 Total		101.5										
61774	5/1/2023	182	JOHN BURGER HEATING AND A	67096	410	52700	670	QUARTERLY MAINTENANCE - WATER				
61774	5/1/2023	182	JOHN BURGER HEATING AND A	67096	430	52700	690	QUARTERLY MAINTENANCE - SEWER				
61774 Total		364										
61775	5/1/2023	2029.15	BUTTE SAND & GRAVEL	103590	430	52700	690	GRAVEL - SEWER				
61775 Total		2029.15										
61776	5/2/2023	75	CHERI AZEVEDO	216	101	53600	640	T-BALL PHOTOS - REC				
61776 Total		75										
61777	5/1/2023	39.16	CINTAS	415317249	101	51200	630	LINEN MAINTNEANCE-STREETS				
61777	5/1/2023	39.17	CINTAS	415317249	101	51200	650	LINEN MAINTNEANCE- PARKS				
61777	5/1/2023	56.26	CINTAS	415317252	410	51300	670	LINEN MAINTENANCE - WATER				
61777	5/1/2023	56.26	CINTAS	415317252	430	51200	690	LINEN MAINTENANCE - SEWER				
61777	5/2/2023	39.16	CINTAS	415387346	101	51200	630	LINEN MAINTENANCE - STREETS				
61777	5/2/2023	39.17	CINTAS	415387346	101	51200	650	LINEN MAINTENANCE - PARKS				
61777	5/2/2023	56.26	CINTAS	415387355	410	51200	670	LINEN MAINTENANCE- WATER				
61777	5/2/2023	56.26	CINTAS	415387355	430	51200	690	LINEN MAINTENANCE- SEWER				
61777 Total		381.7										
61778	5/1/2023	340	COLUSA PROFESSIONAL	5/1/2023	101	22400		P/R Liab - Firemen Assoc				
61778 Total		340										
61779	5/2/2023	29.47	DERODA INC.	81216	430	52720	690	EQUIPMENT MAINTENANCE - SEWER				
61779	5/2/2023	230.4	DERODA INC.	81220	430	52720	690	BATTERY - SEWER				
61779	5/2/2023	83.42	DERODA INC.	81239	430	52720	690	OIL FUNNEL & HYDO OIL - SEWER				
61779	5/2/2023	120.41	DERODA INC.	81363	101	52720	630	TORCH & RATCHET - STREETS				
61779	5/2/2023	54.03	DERODA INC.	81407	101	52720	630	FUEL LINE HOSES - STREETS				
61779	5/2/2023	491.52	DERODA INC.	81743	101	52720	630	TACTICAL GLOVES - STREETS				
61779	5/2/2023	133.09	DERODA INC.	81758	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
61779	5/2/2023	14.45	DERODA INC.	82193	310	52720	650	SEALED BEAMS - STATE PARK				
61779	5/2/2023	10.82	DERODA INC.	82449	101	52720	630	SPARK PLUG - STREETS				
61779	5/2/2023	35.32	DERODA INC.	82843	101	52720	650	BELTS - PARKS				
61779	5/2/2023	19.55	DERODA INC.	83087	410	52720	670	ANTIFREEZE -WATER				
61779 Total		1222.48										
61780	5/1/2023	338.51	COMPUTER LOGISTICS	84192	214	52500	710	MONTHLY CLOUD SERVICES FOR MAY 2023- POLICE				
61780 Total		338.51										
61781	5/1/2023	319.79	CORBIN WILLITS SYSTEMS IN	C304151	101	53300	230	MONTHLY SERVICE FOR MAY - FINANCE				
61781	5/1/2023	319.79	CORBIN WILLITS SYSTEMS IN	C304151	410	53300	230	MONTHLY SERVICE FOR MAY - FINANCE				
61781	5/1/2023	319.81	CORBIN WILLITS SYSTEMS IN	C304151	430	53300	230	MONTHLY SERVICE FOR MAY - FINANCE				

CITY OF COLUSA
MAY 2023
WARRANT LISTING

Item 4.

61781 Total		959.39										
61782	5/1/2023	578.5	COLUSA POLICE ASSOCIATION	5/1/2023	101	22410		P/R Liab - Police Assoc D				
61782 Total		578.5										
61783	5/2/2023	2064.23	DAVIES OIL COMPANY, INC.	70996	101	52270	710	Fuel				
61783	5/2/2023	701.87	DAVIES OIL COMPANY, INC.	70996	101	52270	320	Fuel				
61783	5/2/2023	130.16	DAVIES OIL COMPANY, INC.	70996	101	52270	650	Fuel				
61783	5/2/2023	918.18	DAVIES OIL COMPANY, INC.	70996	101	52270	630	Fuel				
61783	5/2/2023	279.73	DAVIES OIL COMPANY, INC.	70996	410	52270	670	Fuel				
61783	5/2/2023	958.49	DAVIES OIL COMPANY, INC.	70996	430	52270	690	Fuel				
61783 Total		5052.66										
61784	5/1/2023	104	DEPARTMENT OF JUSTICE	PO 64298	101	52430	710	Weapons Permit Police				
61784 Total		104										
61785	5/1/2023	46.56	FASTENAL	CAWIA4920	253	52720	640	BUILDING MAINTENANCE - REC				
61785	5/1/2023	130.48	FASTENAL	CAWIA4923	101	52720	630	EQUIPMENT MAINTENANCE - STREETS				
61785	5/1/2023	32.43	FASTENAL	CAWIA4924	253	52720	640	EQUIPMENT MAINTENANCE - REC				
61785 Total		209.47										
61786	5/1/2023	521.31	FIDELITY SECURITY LIFE IN	165746006	997	22330		VISION INSURANCE PREMIUMS				
61786 Total		521.31										
61787	5/1/2023	447.95	THE HARTFORD	239691443	997	22310		LIFE INSURANCE PREMIUM				
61787 Total		447.95										
61788	5/1/2023	1661.14	HdL Coren & Cone	SIN002731	101	52500	230	CONTRACT SERVICES PROPERTY TAX: APRIL-JUNE 2023				
61788 Total		1661.14										
61789	5/1/2023	96.53	INTERSTATE SALES/ T-MAN T	12224	211	52230	630	CONCRETE - STREETS				
61789 Total		96.53										
61790	5/1/2023	1.69	JOHN DEERE FINANCIAL	2773432	310	59200	650	MOWER LEASE				
61790	5/1/2023	141.8	JOHN DEERE FINANCIAL	2773432	310	59100	650	MOWER LEASE				
61790	5/1/2023	7.61	JOHN DEERE FINANCIAL	2773432	253	59200	650	MOWER LEASE				
61790	5/1/2023	638.1	JOHN DEERE FINANCIAL	2773432	253	59100	650	MOWER LEASE				
61790	5/1/2023	638.1	JOHN DEERE FINANCIAL	2773432	101	59100	650	MOWER LEASE				
61790	5/1/2023	7.6	JOHN DEERE FINANCIAL	2773432	101	59200	650	MOWER LEASE				
61790 Total		1434.9										
61791	5/2/2023	1351.35	MARTIN FAMILY FARMS	22315	263	52112	215	WHEAT, BARLEY, OATS - ECON. DEV.				
61791	5/2/2023	4050	MARTIN FAMILY FARMS	74004278	263	52112	215	WHEAT SEED TREATED BULK - ECON. DEV.				
61791 Total		5401.35										
61793	5/2/2023	3.47	GEORGE L. MESSICK CO.	583388/1	101	52720	650	FASTENERS - PARKS				
61793	5/2/2023	14.99	GEORGE L. MESSICK CO.	583505/1	410	52110	670	RAIN WASH - WATER				
61793	5/2/2023	17.15	GEORGE L. MESSICK CO.	583518/1	410	52110	670	BROOM - WATER				
61793	5/2/2023	28.95	GEORGE L. MESSICK CO.	583529/1	101	52720	650	TRASH BAGS - PARKS				
61793	5/2/2023	118.99	GEORGE L. MESSICK CO.	583531/1	101	52720	630	BUILDING MAINTENANCE - STREETS				
61793	5/2/2023	54.68	GEORGE L. MESSICK CO.	583536/1	101	52700	610	BUILDING MAINTENANCE - CITY HALL				
61793	5/2/2023	33.2	GEORGE L. MESSICK CO.	583543/1	101	52700	610	BUILDING MAINTENANCE - CITY HALL				
61793	5/2/2023	58.98	GEORGE L. MESSICK CO.	583549/1	101	52700	610	BUILDING MAINTENANCE - CITY HALL				
61793	5/2/2023	184.36	GEORGE L. MESSICK CO.	583581/1	101	52110	650	SUPPLIES - PARKS				
61793	5/2/2023	30	GEORGE L. MESSICK CO.	583592/1	101	52720	630	MENDERS & BATTERIES - STREETS				

CITY OF COLUSA

MAY 2023

WARRANT LISTING

Item 4.

61793	5/2/2023	4.28	GEORGE L. MESSICK CO.	583659/1	101	52720	630	EQUIPMENT MAINT- STREETS		
61793	5/2/2023	40.2	GEORGE L. MESSICK CO.	583996/1	253	52720	640	EQUIPMENT MAINTENANCE - REC		
61793	5/2/2023	191.36	GEORGE L. MESSICK CO.	584005/1	253	52250	640	CHLORINE - REC		
61793	5/2/2023	54.34	GEORGE L. MESSICK CO.	584006/1	253	52110	630	SUPPLIES - STREETS		
61793	5/2/2023	28.24	GEORGE L. MESSICK CO.	584035/1	101	52110	630	CLEANING SUPPLIES - STREETS		
61793	5/2/2023	180.73	GEORGE L. MESSICK CO.	584076/1	253	52110	640	SUPPLIES - REC		
61793	5/2/2023	48.9	GEORGE L. MESSICK CO.	584142/1	101	52720	630	BUILDING MAINTENANCE - STREETS		
61793	5/2/2023	5.59	GEORGE L. MESSICK CO.	584172/1	430	52720	690	FASTENERS - SEWER		
61793	5/2/2023	195.71	GEORGE L. MESSICK CO.	584214/1	101	52720	630	TIRE HT FLAT - STREETS		
61793	5/2/2023	16.3	GEORGE L. MESSICK CO.	584470/1	253	52110	640	SUPPLIES - REC		
61793	5/2/2023	13.04	GEORGE L. MESSICK CO.	584508/1	430	52110	690	DUSTER - SEWER		
61793	5/2/2023	47.83	GEORGE L. MESSICK CO.	584531/1	253	52260	640	CHEMICALS - REC		
61793	5/2/2023	219.66	GEORGE L. MESSICK CO.	584619/1	410	52720	670	BUILDING MAINTENANCE - WATER		
61793	5/2/2023	151.11	GEORGE L. MESSICK CO.	584761/1	101	52720	630	BUILDING MAINT. / STREETS		
61793	5/2/2023	2.71	GEORGE L. MESSICK CO.	584888/1	253	52110	640	SUPPLIES - REC		
61793	5/2/2023	50.7	GEORGE L. MESSICK CO.	584998/1	101	52110	650	TRASG BAGS - PARKS		
61793	5/2/2023	74.97	GEORGE L. MESSICK CO.	585000/1	253	52110	640	SUPPLIES - REC		
61793	5/2/2023	17.39	GEORGE L. MESSICK CO.	585020/1	101	52110	650	PAPER - PARKS		
61793	5/2/2023	38.05	GEORGE L. MESSICK CO.	585025/1	253	52720	640	EQUIPMENT MAINTENANCE - REC		
61793	5/2/2023	16.28	GEORGE L. MESSICK CO.	585029/1	430	52700	690	HINGE - SEWER		
61793	5/2/2023	202.23	GEORGE L. MESSICK CO.	585046/1	253	52250	640	CHLORINE - REC		
61793	5/2/2023	47.83	GEORGE L. MESSICK CO.	585048/1	253	52720	640	EQUIPMENT MAINT. / REC		
61793	5/2/2023	18.48	GEORGE L. MESSICK CO.	585052/1	410	52110	670	BATTERY 8PK - WATER		
61793	5/2/2023	13.03	GEORGE L. MESSICK CO.	585069/1	253	52250	640	CHLORINE - REC		
61793	5/2/2023	78.02	GEORGE L. MESSICK CO.	585090/1	430	52720	690	BUILDING MAINTENANCE - SEWER		
61793	5/2/2023	17.39	GEORGE L. MESSICK CO.	585134/1	101	52720	630	SCREWDRIVER SET - STREETS		
61793	5/2/2023	52.69	GEORGE L. MESSICK CO.	585169/1	101	52720	650	EQUIPMENT MAINT. - PARKS		
61793	5/2/2023	54.38	GEORGE L. MESSICK CO.	585173/1	253	52110	640	SUPPLIES - REC		
61793	5/2/2023	54.36	GEORGE L. MESSICK CO.	585208/1	410	52700	670	PUMP - WATER		
61793	5/2/2023	288.43	GEORGE L. MESSICK CO.	585223/1	101	52110	650	BLOWER - PARKS		
61793	5/2/2023	281.64	GEORGE L. MESSICK CO.	585258/1	253	52720	640	EQUIPMENT MAINT. / REC		
61793	5/2/2023	83.69	GEORGE L. MESSICK CO.	585290/1	430	52720	690	SCREWDRIVER SET - SEWER		
61793	5/2/2023	362.89	GEORGE L. MESSICK CO.	585294/1	253	52720	640	EQUIPMENT MAINT. / REC		
61793	5/2/2023	34.77	GEORGE L. MESSICK CO.	585300/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS		
61793	5/2/2023	34.75	GEORGE L. MESSICK CO.	585312/1	253	52720	640	EQUIPMENT MAINT - REC		
61793	5/2/2023	43.95	GEORGE L. MESSICK CO.	585327/1	253	52720	640	EQUIPMENT MAINTENANCE - REC		
61793	5/2/2023	38.05	GEORGE L. MESSICK CO.	585341/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS		
61793	5/2/2023	24.97	GEORGE L. MESSICK CO.	585361/1	253	52720	640	EQUIPMENT MAINT. / REC		
61793	5/2/2023	97.85	GEORGE L. MESSICK CO.	585453/1	430	52110	690	EXTENSION CORDS- SEWER		
61793	5/2/2023	271.86	GEORGE L. MESSICK CO.	585456/1	430	52700	690	PUMP - SEWER		
61793	5/2/2023	3.25	GEORGE L. MESSICK CO.	585467/1	430	52720	690	EQUIPMENT MAINT. / SEWER		
61793	5/2/2023	24.53	GEORGE L. MESSICK CO.	585635/1	253	52720	640	EQUIPMENT MAINT. / REC		
61793	5/2/2023	24.99	GEORGE L. MESSICK CO.	585678/1	310	52720	650	EQUIPMENT MAINTENANCE - PARKS		
61793	5/2/2023	27.08	GEORGE L. MESSICK CO.	585682/1	253	52720	640	EQUIPMENT MAINT- REC		

CITY OF COLUSA
MAY 2023

Item 4.

WARRANT LISTING

61793	5/2/2023	9.78	GEORGE L. MESSICK CO.	585683/1	310	52720	650	EQUIPMENT MAINTENANCE - PARKS		
61793	5/2/2023	45.64	GEORGE L. MESSICK CO.	585703/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS		
61793	5/2/2023	26.03	GEORGE L. MESSICK CO.	585704/1	253	52720	640	EQUIPMENT MAINT. - REC		
61793	5/2/2023	41.38	GEORGE L. MESSICK CO.	585719/1	101	52700	610	BUILDING MAINT. - CITY HALL		
61793	5/2/2023	6.51	GEORGE L. MESSICK CO.	585726/1	410	52720	670	GIFTWARE - WATER		
61793	5/2/2023	10.86	GEORGE L. MESSICK CO.	585733/1	101	52110	610	SUPPLIES - CITY HALL		
61793	5/2/2023	15.23	GEORGE L. MESSICK CO.	585757/1	101	52700	630	PAINT - STREETS		
61793	5/2/2023	109.78	GEORGE L. MESSICK CO.	585758/1	101	52720	650	EQUIPMENT MAINT. / PARKS		
61793	5/2/2023	13.04	GEORGE L. MESSICK CO.	585776/1	101	52110	630	TIRE SEAL - STREETS		
61793	5/2/2023	31.52	GEORGE L. MESSICK CO.	585785/1	430	52700	690	BUILDING MAINTENANCE - SEWER		
61793	5/2/2023	97.86	GEORGE L. MESSICK CO.	585797/1	410	52110	670	SUPPLIES - WATER		
61793	5/2/2023	29.33	GEORGE L. MESSICK CO.	585808/1	253	52720	640	EQUIPMENT MAINT. - REC		
61793	5/2/2023	82.58	GEORGE L. MESSICK CO.	586276/1	430	52700	690	BUILDING MAINTENANCE - SEWER		
61793	5/2/2023	8.69	GEORGE L. MESSICK CO.	586279/1	430	52720	690	OIL - SEWER		
61793	5/2/2023	20.64	GEORGE L. MESSICK CO.	K83793/1	101	52110	650	TOWEL SHOPS & BAGS - PARKS		
61793 Total		4672.14								
61794	5/1/2023	1750	MetLife Investors	5/1/2023	101	22510		P/R Liab - Deferred Comp		
61794 Total		1750								
61795	5/1/2023	6.25	MT. SHASTA SPRING WATER	471917	214	52100	710	ENERGY SURCHARGE - POLICE		
61795	5/1/2023	27.29	MT. SHASTA SPRING WATER	474908	101	52100	630	5 GAL SPRING WATER - STREETS		
61795	5/1/2023	48.65	MT. SHASTA SPRING WATER	474920	214	52100	710	5 GAL PURIFIED WATER - POLICE		
61795 Total		82.19								
61796	5/1/2023	222.07	PACE SUPPLY CORP.	88546095	410	52700	670	BUILDING MAINTENANCE-WATER		
61796	5/1/2023	119.29	PACE SUPPLY CORP.	88546095-	410	52700	670	BUILDING MAINTENANCE - WATER		
61796 Total		341.36								
61797	5/1/2023	50.84	PACIFIC STORAGE COMPANY	5153646	214	52100	710	SERVICE 64 GAL TOTE - POLICE		
61797	5/1/2023	63.84	PACIFIC STORAGE COMPANY	5156447	101	52100	230	SERVICE 64 GAL TOTE - FINANCE		
61797 Total		114.68								
61798	5/1/2023	156.86	PAPE MACHINERY	14351202	310	52720	650	BUILDING MAINTENANCE - STATE PARK		
61798 Total		156.86								
61799	5/1/2023	4863.96	PACIFIC GAS AND ELECTRIC	5/1/2023	101	52600	610	Utilities		
61799	5/1/2023	714.28	PACIFIC GAS AND ELECTRIC	5/1/2023	101	52600	710	Utilities		
61799	5/1/2023	3226.8	PACIFIC GAS AND ELECTRIC	5/1/2023	101	52600	320	Utilities		
61799	5/1/2023	931.04	PACIFIC GAS AND ELECTRIC	5/1/2023	101	52600	630	Utilities		
61799	5/1/2023	17.36	PACIFIC GAS AND ELECTRIC	5/1/2023	620	52600	630	Utilities		
61799	5/1/2023	34.72	PACIFIC GAS AND ELECTRIC	5/1/2023	610	52600	630	Utilities		
61799	5/1/2023	8755.62	PACIFIC GAS AND ELECTRIC	5/1/2023	241	52600	630	Utilities		
61799	5/1/2023	178.9	PACIFIC GAS AND ELECTRIC	5/1/2023	640	52600	630	Utilities		
61799	5/1/2023	6.24	PACIFIC GAS AND ELECTRIC	5/1/2023	101	52600	640	Utilities		
61799	5/1/2023	732.19	PACIFIC GAS AND ELECTRIC	5/1/2023	101	52600	650	Utilities		
61799	5/1/2023	224.72	PACIFIC GAS AND ELECTRIC	5/1/2023	253	52600	640	Utilities		
61799	5/1/2023	8079.71	PACIFIC GAS AND ELECTRIC	5/1/2023	410	52600	670	Utilities		
61799	5/1/2023	23609.08	PACIFIC GAS AND ELECTRIC	5/1/2023	430	52600	690	Utilities		
61799	5/1/2023	818.37	PACIFIC GAS AND ELECTRIC	5/1/2023	310	52600	650	Utilities		

CITY OF COLUSA
MAY 2023
WARRANT LISTING

Item 4.

61799 Total		52192.99										
61800	5/1/2023	5388.58	PREMIER ACCESS INSURANCE	5/1/2023	997	22320		DENTAL INSURANCE PREMIUMS				
61800 Total		5388.58										
61801	5/1/2023	200	SIERRA CENTRAL CREDIT UNI	5/1/2023	101	22500		P/R Liab - Credit Union				
61801 Total		200										
61802	5/1/2023	110	STATE WATER RESOURCES	PO 65265	430	51300	690	JESSE CAIN WASTEWATER III RENEWAL				
61802 Total		110										
61803	5/1/2023	61	STATE DISBURSEMENT UNIT	5/1/2023	101	22520		COURT ORDERED CHILD SUPPORT WITHHOLDING				
61803 Total		61										
61804	5/1/2023	556.34	U. S. POST OFFICE	5/1/2023	410	52100	670	BULK POSTAGE FOR UTILITY BILLS/WATER				
61804	5/1/2023	556.35	U. S. POST OFFICE	5/1/2023	430	52100	690	BULK POSTAGE FOR UTILITY BILLS/SEWER				
61804 Total		1112.69										
61805	5/1/2023	46.39	VERIZON WIRELESS	5/1/2023	310	53200	650	CITY CELL PHONES				
61805	5/1/2023	399.86	VERIZON WIRELESS	5/1/2023	101	53200	710	CITY CELL PHONES				
61805	5/1/2023	170.56	VERIZON WIRELESS	5/1/2023	430	53200	690	CITY CELL PHONES				
61805	5/1/2023	46.86	VERIZON WIRELESS	5/1/2023	410	53200	670	CITY CELL PHONES				
61805	5/1/2023	82.78	VERIZON WIRELESS	5/1/2023	101	53200	650	CITY CELL PHONES				
61805	5/1/2023	177.48	VERIZON WIRELESS	5/1/2023	101	53200	630	CITY CELL PHONES				
61805	5/1/2023	89.87	VERIZON WIRELESS	5/1/2023	101	53200	210	CITY CELL PHONES				
61805 Total		1013.8										
61806	5/1/2023	1656	ZUMWALT MUTUAL WATER CO.	1534	101	53750	630	ASSESSMENT 2023 - STREETS				
61806 Total		1656										
61807	5/3/2023	76450	CART-AWAY CONCRETE SYSTEM	5/3/2023	246	57100	630	TOWABLE CONCRETE TRAILER & YARD MATERIAL LOADER				
61807 Total		76450										
61808	5/8/2023	3583.31	SUPERIOR CALIFORNIA OFFIC	INV98315	214	57100	710	TASKALFA, FAX / POLICE				
61808 Total		3583.31										
61809	5/11/2023	432	MICHAEL LEWALLEN	1098	101	52720	320	GROUND LADDER X 216 / FIRE				
61809 Total		432										
61810	5/9/2023	42.18	AIRGAS USA, LLC	913677338	101	52150	320	OXYGEN / FIRE				
61810	5/9/2023	47.08	AIRGAS USA, LLC	913722907	101	52150	320	OXYGEN / FIRE				
61810	5/9/2023	362.25	AIRGAS USA, LLC	913723262	101	52150	320	OXYGEN / FIRE				
61810 Total		451.51										
61811	5/15/2023	26131.11	AQUA-AEROBIC SYSTEMS INC	1036065	430	52500	690	FILTERS / SEWER				
61811	5/15/2023	4377.75	AQUA-AEROBIC SYSTEMS INC	1037294	430	52500	690	ACTUATOR / SEWER				
61811 Total		30508.86										
61812	5/15/2023	274.76	ARNOLD'S	99864	101	52720	650	ALIMA(ENGINE) / PARKS				
61812 Total		274.76										
61813	5/15/2023	362.62	AT&T	5/15/2023	101	53200	710	CALNET DOJ 4/1-4/30 / POLICE				
61813 Total		362.62										
61814	5/9/2023	320.7	AT&T MOBILITY	5/9/2023	101	53200	320	WIRELESS SERVICE / FIRE				
61814 Total		320.7										
61815	5/9/2023	2417.04	BAUER COMPRESSORS	304571	101	52720	320	EQUIPMENT MAINT / FIRE				
61815 Total		2417.04										
61816	5/16/2023	17000	BEYMER WELL AND PUMP	5/16/2023	263	52112	215	CATERPILLAR FORK LIFT - ECON. DEV.				

CITY OF COLUSA
MAY 2023
WARRANT LISTING

Item 4.

61816 Total		17000										
61817	5/15/2023	1425.34	JOHN BURGER HEATING AND A	66129	430	52700	690	BUILDING MAINT / SEWER				
61817 Total		1425.34										
61818	5/15/2023	725	CALIFORNIA ENGINEERING CO	12026	101	52500	620	DESIGN STANDARDS UPDATE				
61818	5/15/2023	725	CALIFORNIA ENGINEERING CO	12026	410	52500	620	DESIGN STANDARDS UPDATE				
61818	5/15/2023	725	CALIFORNIA ENGINEERING CO	12026	430	52500	620	DESIGN STANDARDS UPDATE				
61818	5/15/2023	4575	CALIFORNIA ENGINEERING CO	12027	410	52500	620	CITY OF COLUSA WATER MASTER PLAN				
61818	5/15/2023	2389.64	CALIFORNIA ENGINEERING CO	12028	101	52500	220	PLANNING DEPT SUPPORT				
61818	5/15/2023	900	CALIFORNIA ENGINEERING CO	12029	101	52500	620	SUNRISE LANDING PHASE 3 SUBDIVISION PLAN CHECK				
61818	5/15/2023	868.96	CALIFORNIA ENGINEERING CO	12030	505	52500	620	WALNUT RANCH WATER/SEWER CONST. GRANT				
61818	5/11/2023	1412.06	CALIFORNIA ENGINEERING CO	12031	507	52500	620	ARCO GAS STATION DEVELOPMENT PLAN / CITY ENGINEER				
61818	5/15/2023	1334.91	CALIFORNIA ENGINEERING CO	12032	253	60010	620	CITY WATERPARK SPLASH PAD				
61818	5/15/2023	5702.55	CALIFORNIA ENGINEERING CO	12033	101	52500	620	RANCHO COLUSA APTS. DEVELOPMENT PROJECT				
61818	5/15/2023	72.78	CALIFORNIA ENGINEERING CO	12034	101	52500	620	GENERAL SERVICES				
61818	5/15/2023	72.78	CALIFORNIA ENGINEERING CO	12034	410	52500	620	GENERAL SERVICES				
61818	5/15/2023	71.69	CALIFORNIA ENGINEERING CO	12034	430	52500	620	GENERAL SERVICES				
61818 Total		19575.37										
61819	5/15/2023	42.17	CINTAS	415457530	101	51200	630	LINEN MAINT - STREETS				
61819	5/15/2023	42.16	CINTAS	415457530	101	51200	650	LINEN MAINT - PARKS				
61819	5/15/2023	60.65	CINTAS	415457535	410	51200	670	LINEN MAINT				
61819	5/15/2023	60.66	CINTAS	415457535	430	51200	690	LINEN MAINT				
61819	5/15/2023	77.7	CINTAS	415527048	410	51200	670	LINEN MAINT - WATER				
61819	5/15/2023	77.71	CINTAS	415527048	430	51200	690	LINEN MAINT - SEWER				
61819	5/15/2023	75.49	CINTAS	415527050	101	51200	630	LINEN MAINT				
61819	5/15/2023	75.5	CINTAS	415527050	101	51200	650	LINEN MAINT				
61819 Total		512.04										
61820	5/15/2023	316.71	CINTAS CORPORATION NO. 2	515749853	101	52150	630	MEDICAL SUPPLIES / STREETS				
61820 Total		316.71										
61821	5/16/2023	1600	CIVICPLUS, LLC	262786	101	52100	110	MUNICODE MEETING ANNUAL RENEWAL 2023-2024				
61821	5/16/2023	1600	CIVICPLUS, LLC	262786	410	52100	670	MUNICODE MEETING ANNUAL RENEWAL 2023-2024				
61821	5/16/2023	1600	CIVICPLUS, LLC	262786	430	52100	690	MUNICODE MEETING ANNUAL RENEWAL 2023-2024				
61821 Total		4800										
61822	5/15/2023	73.48	COLUSA COUNTY AUDITOR	4217	101	53800	650	REIMBURSEMENT OF ALTERNATIVE SENTENCING-APRIL 2023				
61822 Total		73.48										
61823	5/15/2023	4500	COLUSA COUNTY ARTS COUNCI	61	101	53600	640	PRESENTING SPONSOR-LEVITT AMP COLUSA MUSIC SERIES				
61823 Total		4500										
61824	5/9/2023	100	COLUSA CO. FIRE CHIEFS AS	Jan-23	101	52850	320	ANNUAL DUES 2023/2024 / FIRE				
61824 Total		100										
61825	5/15/2023	77.45	COLUSANET, INC	148839	310	52600	650	LEVEL 4 INTERNET / STATE PARK				
61825 Total		77.45										
61826	5/8/2023	138.1	DERODA INC.	81362	214	52720	710	EQUIPMENT MAINT / POLICE				
61826 Total		138.1										
61827	5/8/2023	148.16	COMCAST	5/8/2023	101	53200	710	BUSINESS SERVICES 4/21-5/20 / POLICE				
61827	5/9/2023	59.05	COMCAST	5/9/2023	101	53200	320	BUSINESS CABLE 5-9-23-6-8-23 / FIRE				

CITY OF COLUSA
MAY 2023

Item 4.

WARRANT LISTING

61827	5/15/2023	70.77	COMCAST	5/15/2023	101	53200	630	BUSINESS INTERNET / STREETS		
61827	5/16/2023	246.88	COMCAST	5/16/2023	101	53200	230	BUSINESS INTERNET 5/13/23-6/12/23 - FINANCE		
61827 Total		524.86								
61828	5/15/2023	360.96	L.N. CURTIS AND SONS	INV699337	101	52200	320	BOOTS / FIRE		
61828	5/9/2023	1081.8	L.N. CURTIS AND SONS	INV700886	101	52200	320	TRAINING SHELTER, BOOTS / FIRE		
61828 Total		1442.76								
61829	5/9/2023	7.61	DAVISON DRUG & STATIONERY	164735	101	52100	320	STATIONARY / FIRE		
61829 Total		7.61								
61830	5/15/2023	2491.75	WILBUR-ELLIS COMPANY LLC	15654197	101	52750	630	ROUNDUP,BRONC MAX,LIFELINE HERBICIDE / STREETS		
61830 Total		2491.75								
61831	5/15/2023	93	DEPARTMENT OF JUSTICE	PO 64299	101	52430	710	CCW INITIAL PERMIT RICHARDSON / POLICE		
61831 Total		93								
61832	5/9/2023	4765.3	ESO SOLUTIONS,INC	ESO106633	101	52850	320	ANNUAL DATA REPORTING 5/3/2023-5/2/2023 / FIRE		
61832 Total		4765.3								
61833	5/8/2023	691.4	FRONTIER	5/8/2023	101	53200	320	Communications / FIRE		
61833	5/16/2023	176.3	FRONTIER	5/16/2023	101	53200	230	Communications		
61833	5/16/2023	105.14	FRONTIER	5/16/2023	101	53200	220	Communications		
61833	5/16/2023	105.14	FRONTIER	5/16/2023	101	53200	610	Communications		
61833	5/16/2023	59.4	FRONTIER	5/16/2023	101	53200	230	Communications		
61833	5/16/2023	59.4	FRONTIER	5/16/2023	101	53200	220	Communications		
61833	5/16/2023	59.4	FRONTIER	5/16/2023	101	53200	650	Communications		
61833	5/16/2023	59.4	FRONTIER	5/16/2023	410	53200	670	Communications		
61833	5/16/2023	59.4	FRONTIER	5/16/2023	430	53200	690	Communications		
61833	5/16/2023	59.4	FRONTIER	5/16/2023	101	53200	310	Communications		
61833	5/16/2023	59.4	FRONTIER	5/16/2023	101	53200	640	Communications		
61833	5/16/2023	641.5	FRONTIER	5/16/2023	101	53200	710	Communications		
61833	5/16/2023	166.36	FRONTIER	5/16/2023	101	53200	320	Communications		
61833	5/16/2023	125.96	FRONTIER	5/16/2023	101	53200	630	Communications		
61833	5/16/2023	125.96	FRONTIER	5/16/2023	101	53200	650	Communications		
61833	5/16/2023	206.06	FRONTIER	5/16/2023	410	53200	670	Communications		
61833	5/16/2023	436.77	FRONTIER	5/16/2023	430	53200	690	Communications		
61833	5/16/2023	87.54	FRONTIER	5/16/2023	253	53200	640	Communications		
61833 Total		3283.93								
61834	5/16/2023	17836	FRONT ROW BUILDERS	23045	430	57200	690	CUSTOM FABRICATION STEEL TROUGH / SEWER		
61834 Total		17836								
61835	5/16/2023	129.41	GRIFF'S FEED & SEED	6198	101	51200	630	RUBBER BOOTS(LUIS) / STREETS		
61835 Total		129.41								
61836	5/15/2023	2279.8	JONES MAYER	5/15/2023	101	52500	240	ATTORNEY SVCS GENERAL FUND RETAINER		
61836	5/15/2023	2279.8	JONES MAYER	5/15/2023	410	52500	240	ATTORNEY SVCS WATER FUND RETAINER		
61836	5/15/2023	2245.77	JONES MAYER	5/15/2023	430	52500	240	ATTORNEY SVCS SEWER FUND RETAINER		
61836	5/15/2023	39.37	JONES MAYER	5/15/2023	101	52500	240	COUNTY/CIP LITIGATION		
61836 Total		6844.74								
61837	5/16/2023	12000	JOSEPH KEMP	5/16/2023	263	52112	215	FINISHING RIPPER - ECON. DEV		
61837 Total		12000								

CITY OF COLUSA

MAY 2023

WARRANT LISTING

Item 4.

61838	5/15/2023	1532.29	LINCOLN AQUATICS	SN097413	253	52250	640	GRANULAR CONDITIONER / REC		
61838 Total		1532.29								
61839	5/9/2023	239.9	M & B ENTERPRISES	23-10335	101	53200	320	SPEAKER-MICROPHONE / FIRE		
61839 Total		239.9								
61840	5/15/2023	200	JOEL MANRIQUEZ	PO 65266	101	53800	640	SCOUT CABIN DEPOSIT REIMBURSEMENT / REC		
61840 Total		200								
61841	5/16/2023	500	MARKS, GABRIEL	5/16/2023	310	52500	650	COLUSA STATE PARK CAMP HOST MAY 2023		
61841 Total		500								
61842	5/16/2023	814.51	MARTIN FAMILY FARMS	5/16/2023	263	52112	215	PUMPKIN SEED BILL-ECON. DEV.		
61842	5/16/2023	235	MARTIN FAMILY FARMS	5/16/2023	263	52112	215	PAINT BILL-ECON. DEV.		
61842	5/16/2023	3750	MARTIN FAMILY FARMS	5/16/2023	263	52112	215	MAY SHOP LEASE - ECON. DEV.		
61842	5/16/2023	539.88	MARTIN FAMILY FARMS	5/16/2023	263	52112	215	BUSINESS WEBSITE SUBSCRIPTION - ECON. DEV.		
61842	5/16/2023	342.14	MARTIN FAMILY FARMS	5/16/2023	263	52112	215	APRIL SHOP PG&E - ECON. DEV.		
61842 Total		5681.53								
61843	5/8/2023	31.07	GEORGE L. MESSICK CO.	582969/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	219.81	GEORGE L. MESSICK CO.	583501/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	34.3	GEORGE L. MESSICK CO.	583510/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	177.51	GEORGE L. MESSICK CO.	583555/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	94.13	GEORGE L. MESSICK CO.	584165/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	175.02	GEORGE L. MESSICK CO.	584225/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	76.05	GEORGE L. MESSICK CO.	584339/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	18.47	GEORGE L. MESSICK CO.	584423/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	25	GEORGE L. MESSICK CO.	584515/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	38.03	GEORGE L. MESSICK CO.	584623/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	53.2	GEORGE L. MESSICK CO.	584808/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	197.83	GEORGE L. MESSICK CO.	584823/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	39.12	GEORGE L. MESSICK CO.	584830/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	113.33	GEORGE L. MESSICK CO.	584870/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	81.79	GEORGE L. MESSICK CO.	584899/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	37.41	GEORGE L. MESSICK CO.	585042/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	38.03	GEORGE L. MESSICK CO.	585303/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/8/2023	36.95	GEORGE L. MESSICK CO.	585396/1	221	52700	320	BUILDING MAINT / FIRE		
61843	5/15/2023	3.5	GEORGE L. MESSICK CO.	585860/1	253	52700	640	BUILDING MAINT / REC		
61843	5/15/2023	93.44	GEORGE L. MESSICK CO.	585872/1	253	52110	640	SUPPLIES / REC		
61843	5/15/2023	16.3	GEORGE L. MESSICK CO.	585873/1	253	52110	640	SUPPLIES / REC		
61843	5/15/2023	15.2	GEORGE L. MESSICK CO.	585907/1	101	52110	640	SUPPLIES / REC		
61843	5/15/2023	32.73	GEORGE L. MESSICK CO.	585913/1	253	52700	640	BUILDING MAINT / REC		
61843	5/15/2023	47.82	GEORGE L. MESSICK CO.	585981/1	101	52110	650	EQUIPMENT MAINT / PARKS		
61843	5/15/2023	19.51	GEORGE L. MESSICK CO.	586248/1	101	52110	650	SUPPLIES / PARKS		
61843	5/15/2023	21.73	GEORGE L. MESSICK CO.	586277/1	101	52180	630	FASTENERS / STREETS		
61843	5/15/2023	99.07	GEORGE L. MESSICK CO.	586326/1	101	52700	610	BUILDING MAINT / CITY HALL		
61843	5/15/2023	6.39	GEORGE L. MESSICK CO.	586329/1	101	52720	630	EQUIPMENT MAINT / STREETS		
61843	5/15/2023	15.2	GEORGE L. MESSICK CO.	586351/1	101	52110	610	SUPPLIES / CITY HALL		
61843	5/15/2023	20.64	GEORGE L. MESSICK CO.	586466/1	101	52700	650	BUILDING MAINT / PARKS		

CITY OF COLUSA
MAY 2023

Item 4.

WARRANT LISTING

61843	5/8/2023	28.95	GEORGE L. MESSICK CO.	K83343/1	221	52700	320	WEED KILLER / FIRE			
61843 Total		1907.53									
61844	5/8/2023	426.73	MIKE'S UNIVERSAL SERVICES	385	101	57100	320	BATTERY / FIRE			
61844	5/9/2023	2513.57	MIKE'S UNIVERSAL SERVICES	479	101	57100	320	EQUIPMENT MAINT / FIRE			
61844 Total		2940.3									
61845	5/11/2023	2.15	MT. SHASTA SPRING WATER	476876	101	52100	220	COOLER RENTAL / PLANNING			
61845	5/9/2023	6.28	MT. SHASTA SPRING WATER	480397	101	53800	320	WATER, COOLER RENTAL / FIRE			
61845	5/8/2023	51.64	MT. SHASTA SPRING WATER	480407	214	52100	710	WATER, RENTAL / POLICE			
61845	5/15/2023	29.07	MT. SHASTA SPRING WATER	482532	101	52100	230	WATER, COOLER RENTAL / FINANCE			
61845 Total		89.14									
61846	5/15/2023	190.22	PACE SUPPLY CORP.	88564270	410	52700	670	METER GASKET, WATER METER FLANGE / WATER			
61846	5/15/2023	173.19	PACE SUPPLY CORP.	88564270	410	52700	670	WATER METER FLANGE / WATER			
61846	5/15/2023	509.78	PACE SUPPLY CORP.	88564429	410	52700	670	BRASS BALL STOP / WATER			
61846	5/15/2023	68.75	PACE SUPPLY CORP.	88586042	410	52700	670	BUILDING MAINT / WATER			
61846 Total		941.94									
61847	5/15/2023	45.92	PACIFIC STORAGE COMPANY	5157686	214	52100	710	64 GALLON TOTE / POLICE			
61847 Total		45.92									
61848	5/15/2023	6410	WYATT PAXTON	658	101	52500	310	EMAILS,INSPECTIONS,CALL,PLAN CHKS APRIL / BLDG INS			
61848 Total		6410									
61849	5/9/2023	786	PENGUIN MANAGEMENT, INC.	74214	101	53200	320	6 MONTH CAPTAINS PLAN / FIRE			
61849 Total		786									
61850	5/16/2023	9.89	PETTY CASH	5/15/2023	101	52100	230	US POST OFFICE / FINANCE			
61850	5/16/2023	15	PETTY CASH	5/15/2023	101	52100	110	CLERK RECORDERS OFFICE / CITY CLERK			
61850	5/16/2023	11	PETTY CASH	5/15/2023	101	52100	220	CIP RECORDING / PLANNING			
61850	5/16/2023	15.46	PETTY CASH	5/15/2023	101	52110	120	BOTTLE WATER COUNCIL / CITY COUNCIL			
61850	5/16/2023	17	PETTY CASH	5/15/2023	101	52100	220	CIP MAP RECORDING / PLANNING			
61850	5/16/2023	16.8	PETTY CASH	5/15/2023	101	52100	230	MAILING-DEPT OF TAX AND FEE ADMIN / FINANCE			
61850 Total		85.15									
61851	5/8/2023	1007.84	PREMIER PRINT & MAIL	223020144	214	52110	710	CITATIONS- NOTICE TO APPEAR / POLICE			
61851 Total		1007.84									
61852	5/15/2023	134.58	QUILL CORPORATION	32331114	214	52100	710	OFFICE SUPPLIES / POLICE			
61852 Total		134.58									
61853	5/15/2023	1850	BRANDON SCIORTINO	4/24/2023	410	52700	670	PUMP HOUSE #4 & #5 REPAIRS / WATER			
61853 Total		1850									
61854	5/9/2023	45	SORENSEN PEST CONTROL, IN	1256313	101	52700	320	MONTHLY PEST SERVICE / FIRE			
61854 Total		45									
61855	5/9/2023	100	EMILIO SWIFT	5/9/2023	101	51300	320	TRAINING - DRIVER/OPERATOR CERT APP. / FIRE			
61855 Total		100									
61856	5/16/2023	514.8	THE ROCK YARD, INC.	5148-	281	57100	650	DECOMPOSED GRANITE (RE-ISSUE) - PARKS			
61856 Total		514.8									
61857	5/15/2023	75	TRANSUNION RISK AND ALTER	5/15/2023	214	52500	710	MINIMUM USAGE APRIL / POLICE			
61857 Total		75									
61858	5/16/2023	279.9	TRI COUNTIES BANK	5/16/2023	101	52100	210	ZOOM / ADMIN			
61858	5/16/2023	239.88	TRI COUNTIES BANK	5/16/2023	101	52500	230	ADOBE / FINANCE			

CITY OF COLUSA
MAY 2023

Item 4.

WARRANT LISTING

61858	5/16/2023	9.99	TRI COUNTIES BANK	5/16/2023	101	52500	215	ADOBE / ECON DEV			
61858	5/16/2023	157.2	TRI COUNTIES BANK	5/16/2023	101	52160	640	CROWN AWARDS / RECREATION			
61858	5/16/2023	458.46	TRI COUNTIES BANK	5/16/2023	410	51200	670	AMAZON-2 X JACKETS /WATER			
61858	5/16/2023	458.46	TRI COUNTIES BANK	5/16/2023	430	51200	690	AMAZON-2 X JACKETS / SEWER			
61858	5/16/2023	1372.28	TRI COUNTIES BANK	5/16/2023	253	60010	650	WHITECAP-REBAR(SPLASHPAD) / PARKS			
61858	5/16/2023	304.44	TRI COUNTIES BANK	5/16/2023	410	52700	670	AMAZON-EXHAUST FAN / WATER			
61858	5/16/2023	31.09	TRI COUNTIES BANK	5/16/2023	430	52720	690	AMAZON-DUMP TRAILER REMOTE / SEWER			
61858	5/16/2023	43.29	TRI COUNTIES BANK	5/16/2023	101	52700	650	AMAZON-SPRAY GUN / PARKS			
61858	5/16/2023	195.74	TRI COUNTIES BANK	5/16/2023	410	52700	670	AMAZON-EXHAUST FAN / WATER			
61858	5/16/2023	504.56	TRI COUNTIES BANK	5/16/2023	101	52700	610	AMAZON-WHITEBAORD / CITY HALL			
61858	5/16/2023	325.16	TRI COUNTIES BANK	5/16/2023	410	52700	670	AMAZON-TANKLESS WATER HEATER / WATER			
61858	5/16/2023	43.49	TRI COUNTIES BANK	5/16/2023	430	52700	690	AMAZON-WATER PUMP(NEW HOLLAND TRACTOR) / SEWER			
61858	5/16/2023	29	TRI COUNTIES BANK	5/16/2023	214	52100	710	WHEN I WORK / POLICE			
61858	5/16/2023	98.69	TRI COUNTIES BANK	5/16/2023	214	51300	710	ROCCOS / POLICE			
61858	5/16/2023	503.11	TRI COUNTIES BANK	5/16/2023	221	52700	320	HOME DEPOT / FIRE			
61858	5/16/2023	24.47	TRI COUNTIES BANK	5/16/2023	221	52700	320	LOWES / FIRE			
61858	5/16/2023	364.77	TRI COUNTIES BANK	5/16/2023	221	52700	320	HOME DEPOT / FIRE			
61858	5/16/2023	182.3	TRI COUNTIES BANK	5/16/2023	101	52100	320	STAPLES- PRINTER INK / FIRE			
61858	5/16/2023	28.26	TRI COUNTIES BANK	5/16/2023	221	52700	320	AMAZON-LIGHTS / FIRE			
61858	5/16/2023	171.59	TRI COUNTIES BANK	5/16/2023	101	52100	320	STAPLES-OFFICE PRINTER / FIRE			
61858	5/16/2023	361.63	TRI COUNTIES BANK	5/16/2023	221	52700	320	LOWES- FD REPAIRS / FIRE			
61858	5/16/2023	45	TRI COUNTIES BANK	5/16/2023	101	52100	215	CONSTANT CONTACT / ECON DEV			
61858	5/16/2023	17.39	TRI COUNTIES BANK	5/16/2023	221	52700	320	AMAZON-BRACKETS / FIRE			
61858 Total		6250.15									
61859	5/15/2023	72057.45	TROJAN TECHNOLOGIES GROUP	200/10751	430	52700	690	BUILDING MAINT / SEWER			
61859 Total		72057.45									
61860	5/8/2023	135	VALLEY TOXICOLOGY SERVICE	4695	214	52500	710	ALCOHOL & DRUG ANALYSIS-APRIL			
61860 Total		135									
61861	5/15/2023	86.13	WALLACE SAFE & LOCK CO. I	83814	430	52110	690	KEYS X 5 / SEWER			
61861 Total		86.13									
61862	5/15/2023	272.41	XEROX CORPORATIONS	4198340	101	53300	215	LEASE PAYMENT -4/18-5/17			
61862	5/15/2023	272.42	XEROX CORPORATIONS	4198340	101	53300	220	LEASE PAYMENT -4/18-5/17			
61862	5/15/2023	272.42	XEROX CORPORATIONS	4198340	101	53300	230	LEASE PAYMENT -4/18-5/17			
61862 Total		817.25									
Grand Total		409232.59									



City of Colusa California

STAFF REPORT

DATE: June 20th, 2023

TO: Mayor and Members of the City Council

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

AGENDA ITEM:

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

Recommendation:

Council to adopt the Resolution authorizing delinquent solid waste liens on "Exhibit A" to be placed on the 2023-24 City Property Tax Roll with the County.

BACKGROUND ANALYSIS:

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

Recology is required to send at least two delinquent notices to the customers and property owners, prior to proceeding with a public hearing. Three courtesy notices were sent to the customers and property owners for delinquent amounts on February 17th, 2023, May 10th, 2023, and May 22nd, 2023. The delinquent balances are for services from March 31st, 2022 through March 31st, 2023. It should be noted, that the addresses used to mail both notices came from the latest Assessor Tax Roll (2022) which may not reflect recent sales or transfers of property. The third notice includes the delinquent solid waste account amount and the associated administration fees. "Exhibit A" includes all delinquencies and administration fees.

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

The updated list was received on June 6th, 2023 from Recology, after Recology addressed the customer complaints.

BUDGET IMPACT:

City Administration Fee Revenue is estimated to be \$3,008 to the General Fund.

ATTACHMENTS: Resolution 23-__ adopting Exhibit "A"

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF COLUSA CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS FOR THE FISCAL YEAR 2022-23 ON THE 2023-24 PROPERTY TAX ROLL

WHEREAS, the notices and fees for the purpose of the collection of delinquent garbage bills to Recology to be included on the regular County property tax bill for property owners of the City of Colusa were completed on June 20th, 2023; and

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

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

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

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

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

PASSED and ADOPTED this 20th day of June 2023 by the following vote:

AYES

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk

Exhibit A

<u>Parcel Number</u>	<u>Lienable Amount</u>
001-182-009-000	405.36
001-276-001-000	413.48
001-246-004-000	501.04
001-282-012-000	168.61
002-215-005-000	280.5
002-290-002-000	427.74
002-212-006-000	280.97
002-150-008-000	654.44
015-320-035-000	185.62
001-285-002-000	378.5
001-211-006-000	594.98
001-044-013-000	423.44
002-202-003-000	274.64
001-051-005-000	1747.2
002-024-002-000	795.66
002-220-006-000	413.48
002-050-046-000	280.97
002-150-017-000	545.99
002-260-045-000	323.87
015-370-013-000	280.97
002-110-023-000	179.67
001-154-011-000	258.98
001-046-004-000	527.84
001-203-004-000	280.97
002-240-012-000	213.52
002-191-009-000	280.97
001-085-006-000	280.97
001-186-002-000	274.64
015-153-011-000	651.18
002-050-050-000	429.17
001-246-004-000	510.44
001-171-003-000	678.5
002-193-014-000	191.5
002-240-032-000	280.97
002-290-009-000	280.97
001-134-009-000	413.48
002-060-010-000	201.24
001-141-007-000	380.72
015-230-031-000	280.97
001-092-006-000	3444.37
002-202-002-000	280.97
001-292-005-000	201.8
001-251-006-000	1240.38

001-251-007-000	1240.38
001-131-008-000	653.99
002-060-039-000	180.97
002-042-002-000	280.97
002-060-027-000	271.01
015-370-036-000	280.97
001-351-035-000	270.66
001-092-002-000	542.67
002-023-018-000	581.33
002-240-029-000	267.98
001-101-007-000	280.97
001-203-001-000	280.97
002-060-006-000	386.26
002-104-002-000	217.17
002-104-002-000	766.34
001-143-012-000	662.88
001-134-006-000	508.94
001-206-002-000	654.44
001-303-006-000	678.5
002-024-018-000	280.97
002-031-006-000	545.99
001-183-014-000	767.97



City of Colusa California

STAFF REPORT

DATE: June 20th, 2023

TO: Mayor and Members of the City Council

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

AGENDA ITEM:

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

Recommendation:

1. Open the public hearing and;
2. Council to adopt the Resolution to approve the engineer's report which, confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2023-24 for the City of Colusa Parks, Trees & Pool Improvement District.

BACKGROUND ANALYSIS:

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

BUDGET IMPACT:

The City of Colusa Parks, Trees & Pool Improvement District projected revenues are estimated to be \$86,832 and expenditures for FY 2023-24 are \$270,600. The excess expenditures of \$183,768 will be covered by the City of Colusa General Fund. Please Note: as of the date of this staff report the County assessor's office was in the process of providing information related to this assessment district, so these numbers are likely to change, but not more than 10%.

ATTACHMENT:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023-24 FOR THE CITY OF COLUSA PARKS, TREES AND POOL IMPROVEMENT DISTRICT

WHEREAS, the City Council (the "Council") of the City of Colusa (the "City"), County of Colusa, State of California, adopted a Resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 et. seq. (the "Act"), to levy and collect assessments for Fiscal Year 2023/24 for the City of Colusa Parks, Trees and Pool Improvement District; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk a report for Fiscal Year 2023/24 (the "Engineer's Report") in accordance with the Act; and

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

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Description of Improvements. The purpose of the Parks, Trees and Pool Improvement District is generally described as the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, tennis courts, sprinkler systems, swimming pools, park grounds, park facilities, landscape corridors, publicly owned trees, street frontages, running tracks and turf areas, as applicable, for any property owned or maintained by the City of Colusa (the "Improvements").
3. Location of District. The City of Colusa Parks, Trees and Pool Improvement District ("District") consists of the lots and parcels shown on the boundary maps of the Assessment District on file with the City, and reference is hereby made to such map for further particulars.
4. Declaration of Levy of Assessments. The City Council hereby levies and collects the continued assessments within the Assessment District for fiscal year 2023-24.
5. Approval of Engineer's Report. California Engineering Company Inc., the Engineer of Work, has prepared the Engineer's Reports (the "Report") in accordance with Section 22565, *et seq.*, of the California Streets and Highways Code. The Report has been made, filed with the City Clerk and duly considered by the Council and are hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Reports for all subsequent proceedings under and pursuant to the foregoing resolution.
6. Reference to Engineer's Reports for Particulars. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the Assessment District and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

7. Amount of Assessment. The City of Colusa Parks, Trees and Pool Improvement District assessments for fiscal year 2023-24 are not proposed to increase. The assessment rate for fiscal year 2023-24 is \$36.00 per single-family equivalent benefit unit.

8. Notice of Public Hearing. The public hearing shall be held before this Council in the City Council chambers of the City of Colusa, located at 425 Webster Street, Colusa, CA 95932, on June 20th, 2023 at the hour of 6:00 o'clock p.m. or after, for the purpose of allowing public testimony regarding the proposed continuation of assessments and for the City's final action upon the Engineer's Reports and assessments therein.

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

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

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

PASSED and ADOPTED this 20th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: June 20th, 2023

TO: Mayor and Members of the City Council

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

AGENDA ITEM:

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

Recommendation:

1. Open the public hearing and;
2. Council to adopt the Resolution to approve engineer's report which, confirms diagram maps and parcels within the assessment district, and order the levy of assessment for FY 2023-24 for the City of Colusa CFD 2-2020.

BACKGROUND ANALYSIS:

The City of Colusa Community Facilities District No 2-202 was created in 2019 to provide funding for the improvements, maintenance, and servicing of infrastructure such as landscaping, park grounds, park facilities, landscape corridors, publicly owned trees, street frontages, streets, curbs, gutters, sidewalks, water sewer, and storm drain.

BUDGET IMPACT:

The 2023 approved assessment rate per Single Family Equivalent (SFE) unit is \$414.24 for a total assessment of \$38,938.56. This district requires no additional funds from the City of Colusa General Fund. Note: This amount is approximate and could vary by no more than 10% at the time of filing.

ATTACHMENTS:

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

RESOLUTION NO. 23_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA DECLARING AN INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023-24 FOR THE CITY OF COLUSA COMMUNITY FACILITIES DISTRICT 2-2020

WHEREAS, the City Council (the "Council") of the City of Colusa (the "City"), County of Colusa, State of California, previously adopted a Resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 et. seq. (the "Act"), to levy and collect assessments for Fiscal Year 2023/2024 for the City of Colusa Community Facilities District (CFD) 2-2020; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk a report for Fiscal Year 2023/2024 (the "Engineer's Report") in accordance with the Act; and

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

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Description of Improvements. The purpose of the District is generally described as the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, water, sewer, storm drainage, lighting police and fire services, street sweeping, park facilities, landscape corridors, publicly owned trees, street frontages, and turf areas, as applicable, for any property owned or maintained by the City of Colusa (the "Improvements").
3. Location of District. The City of Colusa Community Facilities District ("District") 2-2020 consists of the lots and parcels shown on the boundary maps of the Assessment District on file with the City, and reference is hereby made to such map for further particulars.
4. Declaration of Intention. It is the intention of this Council to levy and collect the continued assessments within the Assessment District for fiscal year 2023-24.
5. Approval of Engineer's Report. California Engineering Company Inc., the Engineer of Work, has prepared the Engineer's Reports (the "Report") in accordance with Section 22565, *et seq.*, of the California Streets and Highways Code. The Report has been made, filed with the City Clerk and duly considered by the Council and are hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Reports for all subsequent proceedings under and pursuant to the foregoing resolution.
6. Reference to Engineer's Reports for Particulars. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the Assessment District and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
7. Amount of Assessment. The City of Colusa Community Facilities District 2-2020 assessments for fiscal year 2023-24 are not proposed to increase. The assessment rate for fiscal

year 2023-24 is \$413.24 per single family equivalent benefit unit.

8. Notice of Public Hearing. The public hearing shall be held before this Council in the City Council chambers of the City of Colusa, located at 425 Webster Street, Colusa, CA 95932, on June 20th at the hour of 6:00 o'clock p.m. for the purpose of allowing public testimony regarding the proposed continuation of assessments and for the City's final action upon the Engineer's Reports and assessments therein.

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

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

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

PASSED and ADOPTED on the 20th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: June 20th, 2023

TO: Mayor and Members of the City Council

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

AGENDA ITEM:

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

.

Recommendation:

1. Open the public hearing and;
2. Council to adopt the Resolution to approve the engineer's report, confirming diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2023-24 for the City of Colusa Walnut Ranch Assessment District.

BACKGROUND ANALYSIS:

The Walnut Ranch Landscape and Lighting District was created in November 2016 for the purpose of providing maintenance, operation, and improvement of the streets, utilities, drainage, sidewalks, curbs, gutters, landscaping, and street lighting with the Walnut Ranch development. As outlined on page 7 of the engineer's report, the FY 2023-24 Single Family Equivalent Unit assessment is \$332.22.

BUDGET IMPACT:

The Walnut Ranch Assessment District will continue to utilize the assessment fund balance until funds are no longer available. Walnut Ranch anticipated fund balance ending 6/30/2023 will be \$ 14K. Please note that the final accounting may modify these final figures.

ATTACHMENTS:

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

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023-24 FOR THE WALNUT RANCH LANDSCAPE AND LIGHTING DISTRICT

WHEREAS, the City Council (the "Council") of the City of Colusa (the "City"), County of Colusa, State of California, previously adopted a Resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 et. seq. (the "Act"), to levy and collect assessments for Fiscal Year 2023/2024 for the Walnut Ranch Landscape and Lighting District; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk a report for Fiscal Year 2023/2024 (the "Engineer's Report") in accordance with the Act; and

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

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Description of Improvements. The purpose of the District is generally described as the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, water, sewer, storm drainage, lighting police and fire services, street sweeping, park facilities, landscape corridors, publicly owned trees, street frontages, and turf areas, as applicable, for any property owned or maintained by the City of Colusa (the "Improvements").
3. Location of District. The Walnut Ranch Landscape and Lighting District ("District") consists of the lots and parcels shown on the boundary maps of the Assessment District on file with the City, and reference is hereby made to such map for further particulars.
4. Declaration of Intention. It is the intention of this Council to levy and collect the continued assessments within the Assessment District for fiscal year 2023-24.
5. Approval of Engineer's Report. California Engineering Company Inc., the Engineer of Work, has prepared the Engineer's Reports (the "Report") in accordance with Section 22565, *et seq.*, of the California Streets and Highways Code. The Report has been made, filed with the City Clerk and duly considered by the Council and are hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Reports for all subsequent proceedings under and pursuant to the foregoing resolution.
6. Reference to Engineer's Reports for Particulars. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the Assessment District and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
7. Amount of Assessment. The Walnut Ranch Landscape and Lighting District

assessments for fiscal year 2023-24 are proposed to increase. The assessment rate for fiscal year 2023-24 is \$332.22 per single-family equivalent benefit unit.

8. Notice of Public Hearing. The public hearing shall be held before this Council in the City Council chambers of the City of Colusa, located at 425 Webster Street, Colusa, CA 95932, on June 20th, 2023 at the hour of 6:00 o'clock p.m. or after, for the purpose of allowing public testimony regarding the proposed continuation of assessments and for the City's final action upon the Engineer's Reports and assessments therein.

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

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

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

PASSED and ADOPTED this 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Attest:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: June 20th, 2023
TO: Mayor and Members of the City Council
FROM: Ishrat Aziz-Khan, through Jesse Cain, City Manager

AGENDA ITEM:

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

Recommendation:

1. Open the public hearing and;
2. Council to adopt the Resolution to approve the engineer's reports which, confirm diagram maps and parcels within the assessment districts, and order the levy of assessment for FY 2023-24 for the Colusa Meadows West Public Facilities Assessment District and Hoblit Public Facilities Assessment District.

BACKGROUND ANALYSIS:

The Colusa Meadows West Public Facilities Assessment District was created in 2006 for the purpose of providing maintenance, operation and improvement of the streets, utilities, drainage, sidewalks, curbs, gutters, landscaping, and street lighting, within the Colusa Meadows West development, and for the purpose of providing maintenance, operation and improvement of neighborhood park facilities. As outlined on page 18 of the engineer's report, the FY 2023-24 Single Family Equivalent Unit assessment is \$552.50.

The Hoblit Public Facilities Assessment District was created in 2007 for the purpose of providing maintenance, operation and improvement of the streets, utilities, drainage, sidewalks, curbs, gutters, landscaping, and street lighting, within the Hoblit development. As outlined on page 18 of the engineer's report, the FY 2023-24 Single Family Equivalent Unit assessment is \$541.66.

BUDGET IMPACT:

The Colusa Meadows West Public Facilities Assessment District projected revenues and expenditures for FY 2023-24 are \$8,840. The Hoblit Public Facilities Assessment District projected revenues and expenditures for FY 2023-24 are \$6,500.

ATTACHMENT: None – The Engineers report is on file with the City Clerk

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023-24 FOR THE COLUSA MEADOWS WEST AND HOBLIT SUBDIVISION ASSESSMENT DISTRICTS

WHEREAS, the City Council (the "Council") of the City of Colusa (the "City"), County of Colusa, State of California, previously adopted a Resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 et. seq. (the "Act"), to levy and collect assessments for Fiscal Year 2023/2024 for the Colusa Meadows West and Hoblit Subdivision Assessment Districts; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk a report for Fiscal Year 2022/2023 (the "Engineer's Report") in accordance with the Act; and

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

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Description of Improvements. The purpose of the District is generally described as the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, water, sewer, storm drainage, drainage detention basins, lighting police and fire services, street sweeping, park facilities, landscape corridors, publicly owned trees, street frontages, and turf areas, as applicable, for any property owned or maintained by the City of Colusa (the "Improvements").
3. Location of District. The Colusa Meadows West and Hoblit Assessment Districts ("Districts") consists of the lots and parcels shown on the boundary maps of the Assessment District on file with the City, and reference is hereby made to such map for further particulars.
4. Declaration of Intention. It is the intention of this Council to levy and collect the continued assessments within the Assessment District for fiscal year 2023-24.
5. Approval of Engineer's Report. California Engineering Company Inc., the Engineer of Work, has prepared the Engineer's Reports (the "Report") in accordance with Section 22565, *et seq.*, of the California Streets and Highways Code. The Report has been made, filed with the City Clerk and duly considered by the Council and are hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Reports for all subsequent proceedings under and pursuant to the foregoing resolution.
6. Reference to Engineer's Reports for Particulars. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the Assessment District and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
7. Amount of Assessment. The CMW and Hobilit Landscape and Lighting District

assessments for fiscal year 2023-24 are not proposed to increase. The assessment rate for fiscal year 2023-24 is \$552.50 for Colusa Meadows West and \$541.67 for Hoblit per single-family equivalent benefit unit.

8. Notice of Public Hearing. The public hearing shall be held before this Council in the City Council chambers of the City of Colusa, located at 425 Webster Street, Colusa, CA 95932, on June 20th, 2023 at the hour of 6:00 o'clock p.m. or after, for the purpose of allowing public testimony regarding the proposed continuation of assessments and for the City's final action upon the Engineer's Reports and assessments therein.

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

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

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

PASSED and ADOPTED this 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk



City of Colusa California

STAFF REPORT

DATE: June 20, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Fiscal Year 2023-24 Comprehensive Fee Schedule Public Hearing

Recommendation: Adopt a Resolution approving Fiscal Year 2022-23 Comprehensive Fee Schedule changes and additions

BACKGROUND ANALYSIS:

In 2009, a study was completed by Maximus to determine and set users fees to recover costs for City services and regulatory activities. The city department heads and staff review the fees schedule each year to ensure that we recover the City costs. The city is required to hold a public hearing prior to the implementation of any changes or addition made to the fee schedule. If approved, all changes will go into effect July 1st, 2023, unless otherwise stipulated. All changes are highlighted in yellow.

BUDGET IMPACT:

Cost recovery for provided services.

STAFF RECOMMENDATION:

Approve Resolution 23-
Adopt Preliminary Comprehensive Fee Schedule

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA UPDATING AND ADOPTING THE FISCAL YEAR 2023-24 COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF COLUSA

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

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

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

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

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

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

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

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

Section 1. Findings

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

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

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

Section 2. Adoption of Comprehensive Fee Schedule

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

Section 3. Severability

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

Section 4. Effective Date

This Resolution shall take effect immediately. The fees shall be effective on July 1st, 2023, unless otherwise stipulated.

PASSED and ADOPTED as a Resolution of the City Council of the City of Colusa at a regular meeting duly held on the 20th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

GREG PONCIANO, MAYOR

ATTEST:

SHELLY KITTLE, CITY CLERK

City of Colusa Comprehensive Fee Schedule FY 2023-24



20-Jun-23
Resolution:

Fee Schedule 2023-24

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

City of Colusa					
Police Department					
Fee Schedule FY 2023-24					
Fee #	Fee Name	Unit	Fee Amount	T&M in addition to Fee	Notes
PD 1	Certified Crime/Incident Report	Per Issuance	\$5 for first 10		
PD 2	Certified Traffic Accident Report	Per Issuance	\$5 for first 10		
PD 3	Photos (Digital), first 4	Per Issuance	\$10.00		
PD 4	Photos (Digital), every 4 after first 4	Per Issuance	\$5.00		
FA3c	Backside of a two-sided copy	Per back	\$0.10		
PD 5	Citation Sign-Off	Per Issuance	\$10.00		
PD 6	Vehicle Release*	Per Issuance	\$15.00		
PD 7	Repossessed Vehicle Release*	Per Issuance	\$100.00		
PD 8	Concealed Weapon Permit (New)*	Per Issuance	\$160.00		
PD 9	Concealed Weapon Permit (Renewal)*	Per Issuance	\$77.00		
PD 10	Code Enforcement—Vehicle Abatement	Per Issuance	\$250.00		
PD 11	Clearance Letter	Per Issuance	\$25.00		
PD 12	DUI Accident Response Recovery (Plus	T&M	\$70.00	Y	
PD 13	Employment Records Check	Each	\$20.00		
PD 14	Alarm Permit (New & Annual Renewal)	Each	\$20.00		
PD 15	False Alarm—First	Each	\$0.00		
PD 16	False Alarm—Second	Each	\$0.00		
PD 17	False Alarm—Third and subsequent	Each	\$35.00		
PD 20	Fingerprinting	Each	\$25.00		
PD 21	Permits—Alcohol Sales, Special Event	Per Event	\$6.00		
PD 22	Permits—Bingo	Per Issuance	\$25.00		
PD 23	Permits—Firearm Dealers, new	Per Issuance	\$150.00		
PD 24	Permits—Firearm Dealers, annual	Per Issuance	\$50.00		
PD 25	Permits—Public Dance	Per Issuance	\$25.00		
PD 26	Permits—Taxi Drivers, Initial	Per Issuance	\$150.00		
PD 27	Permits—Taxi Drivers, Annual Renewal	Per Issuance	\$30.00		
PD 28	Permits—Taxi Drivers, Lost Permit	Per Issuance	\$30.00		
PD 29	Permits—Tobacco Sales, Fixed	Per Code	\$50.00		
PD 30	Traffic Control—Planned, contractors &	T&M	\$50.00	Y	
PD 31	Traffic Control—Non City Special	T&M	\$5.00	Y	
PD32	All other special services	T&M	\$5.00	Y	
PD 33	Parking Penalty: Alley Parking	Each	\$78.00		
PD 34	Penalty Enhancement: Alley Parking	Each	\$116.00	Y	
PD 35	Parking Penalty: All Night Parking	Each	\$38.00		
PD 36	Penalty Enhancement: All Night Pkg	Each	\$76.00	Y	
PD 37	Parking Penalty: Angle Parking	Each	\$38.00		
PD 38	Penalty Enhancement: Angle Parking	Each	\$76.00	Y	
PD 39	Parking Penalty: Curb Parking	Each	\$38.00		
PD 40	Penalty Enhancement: Curb Parking	Each	\$76.00	Y	
PD 41	Parking Penalty: Bus Zone Parking	Each	\$38.00		
PD 42	Penalty Enhancement: Bus Zone Pkg	Each	\$76.00	Y	
PD 43	Parking Penalty: Crosswalk Parking	Each	\$78.00		
PD 44	Penalty Enhancement: Crosswalk Pkg	Each	\$116.00	Y	
PD 45	Parking Penalty: Curb Zone Parking	Each	\$38.00		
PD 46	Penalty Enhancement: Curb Parking	Each	\$76.00	Y	
PD 47	Parking Penalty: Designated Streets	Each	\$38.00		
PD 48	Penalty Enhancement: Designated Sts	Each	\$76.00	Y	
PD 49	Parking Penalty: Disabled Parking	Each	\$308.00		
PD 50	Penalty Enhancement: Disabled Prkg	Each	\$346.00	Y	
PD 51	Dismissal Fee: Disabled Placard	Each	\$10.00		
PD 52	Parking Penalty: Blocking Driveway	Each	\$78.00		
PD 53	Penalty Enhancement: Blocking Drvwy	Each	\$116.00	Y	
PD 54	Parking Penalty: Fire Hydrant	Each	\$78.00		
PD 55	Penalty Enhancement: Fire Hydrant	Each	\$116.00	Y	
PD 56	Parking Penalty: Fire Lane	Each	\$78.00		
PD 57	Penalty Enhancement: Fire Lane	Each	\$116.00	Y	
PD 58	Parking Penalty: FD Driveway	Each	\$78.00		
PD 59	Penalty Enhancement: FD Driveway	Each	\$116.00	Y	
PD 60	Parking Penalty: "For Sale" Parking	Each	\$38.00		
PD 61	Penalty Enhancement: "For Sale" Pkg	Each	\$76.00	Y	

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

City of Colusa						FDR - Fire Dept Review
Fire Department						FDI - Fire Dept Inspection
Fee Schedule FY 2023-24						FD - Fire Dept Fee
Fee #	Fee Name	Unit	Fee Amount	T&M in addition to Fee	Deposit Calculations	NOTES:
	Plan Reviews:					
FD1	All outside plan review services will		T&M		\$300.00	
	Inspections:					
FD2	All outside inspection services will		T&M			
FA3c	Backside of a two-sided copy	Per back side	\$0.10			
	PLAN REVIEW					
FDR1	Fire Sprinkler System 13 & 13R	per riser	T&M		1.5 hr plus +	
FDR2	Residential Fire Sprinkler System	per riser	T&M		1.5 hr plus +	
	Fire Sprinkler System TI					
FDR3	System	per riser	T&M		1.5 hr plus +	
	Additional Sprinkler review items					
FDR4	Hydraulic Calculations	per system	T&M			
FDR5	Anti Freeze System	per system	T&M			
FDR6	Dry Pipe Valve	per system	T&M		1.5 hr	
FDR7	Deluge Pre Action	per system	T&M		1.5 hr	
FDR8	Fire Pump	per pump	T&M		1.5 hr	
	Water Storage tanks					
FDR9	Gravity	per tank	T&M		1 hr	
FDR10	Pressure	per tank	T&M		1 hr	
FDR11	Fire Stand Pipe system	per riser	T&M		1 hr	
	Fire Alarm System					
FDR12	Per System	per system	T&M		1.5 hr + 1.00	
	Additional fire alarm review					
FDR13	Graphic annunciator review	each	T&M		1 hr	
	INSPECTIONS					
FDI1	Fire Sprinkler System 13 & 13R	per riser	T&M		1.5 hr + 1.00	
FDI2	Residential Fire Sprinkler System	per riser	T&M		1 hr + 1.00	
FDI3	Hydrostatic test	per hour	T&M		1.5 hr if	
	Fire Sprinkler System TI					
FDI4	System	per riser	T&M		1.5 hr + 1.00	
	Additional Sprinkler system					
FDI5	Hydrostatic testing	per hour	T&M		2 hr NFPA	
FDI6	Anti Freeze System	per system	T&M		1 hr	
FDI7	Dry Pipe Valve	per system	T&M		1 hr	
FDI8	Deluge Pre Action	per system	T&M		1 hr	
FDI9	Fire Pump	per pump	T&M		1 hr	
	Water Storage tanks					

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

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

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

UPDATED FIRE DEPARTMENT FEE SCHEDULE 7-1-2023

	City Of Colusa	
	Fire Department	
	Fee Schedule 2023-2024 - PLAN REVIEWS & INSPECTIONS	
	Plan Reviews & Inspections Include initial plan review, one (1) resubmittal, and standard field inspections. Excessive resubmittal/reinspections may be billed at the established hourly rate (1 Hour Minimum)	
<u>Number</u>		<u>Fee</u>
FD1	Contracted or Outsourced Services	
1.1	cost)	\$230.00
FD2	Fire Sprinkler System - NFPA 13	
2.1	Base Fee - 1st 25 heads	\$345.00
2.2	Base Fee + Each Additional (or Portion of) 25 Heads	\$115.00
FD3	Fire Pump	
3.1	Fire Pump (per pump)	\$172.00
FD4	Modification to Sprinkler System - NFPA 13	
4.1	Base Fee - 1st 25 heads	\$230.00
4.2	Base Fee + Each Additional (or Portion of) 25 Heads	\$115.00
FD5	Residential Sprinkler System	
5.1	Subdivision Model / Production Homes - 13-D (Per Unit)	\$345.00
5.2	Single Family home Base Fee	\$345.00
5.3	Residential Sprinkler System - 13R (per complex) + per unit Inspection Fee	\$920.00
5.4	Inspection Fee - 13R (per unit)	\$115.00
FD6	Fire Alarm System	
6.1	New Fire Alarm Systems < 50 Devices	\$230.00
6.2	New Fire Alarm systems > 50 Devices	\$345.00
6.3	TI Fire Alarm System	\$172.00
6.4	Dedicated Function Fire Alarm System (sprinkler monitoring, elevator recall, ect.)	\$172.00
FD7	Underground	
7.1	1 - 4 Hydrant/Riser	\$345.00
7.2	5 > Hydrant/Riser	\$920.00
FD8	Special Systems	
8.1	Refrigeration System	\$172.00
8.2	Spray Booth	\$172.00
8.3	Solar Photovoltaic Systems (Comercial)	\$172.00
8.4	Solar Photovoltaic Systems (Residential)	\$172.00
8.5	Solar Photovoltaic Systems (Ground/Independent Structure)	\$172.00
8.6	Extinguishing System or Equal (clean agent/industrial dry chemical system)	\$172.00
FD9	Hood & Duct System (per system)	
9.1	1-11 Flow Points	\$230.00
9.2	Each Additional 11 Flow points	\$115.00
FD10	Tanks / HazMat	
10.1	HazMat Tank Installation/Removal	\$230.00
10.2	Propane Tank Installation/Removal	\$230.00
	City Of Colusa	

Fire Department							
Schedule 2023-2024 - ANNUAL FIRE AND LIFE SAFETY INSPECTIONS							
Pre Occupancy & Annual Fire and Life Safety Inspections, Including initial inspection plus one (1) reinspection. Excessive reinspections shall be billed at the established hourly rate (1 Hour Minimum)							
Number							Fee
FD11	All Occupancy Types						
11.1	0 - 10,000 sq ft						\$153.00
11.2	10,000 - 40,000 sq ft						\$306.00
11.3	40,000 sq ft - or more						\$459.00
Fire Code Permits / Fire Standby							
Includes review and inspection for each permit							
Number							Fee
FD12	State or Locally Mandated By Fire Authority						
12.1	Permit for events posing fire or life safety risk						\$115.00
12.2	EMS service request = 1 BLS unit & 2 Fire Personnel (Base Fee covers						\$345.00
12.2	Fire Standby = 1						\$450.00
Other Fire Fees							
Number							Fee
FD13	Violations						
13.1	False Alarms - more than 2 per year						\$450.00
13.2	Negligence fire response						\$450.00
13.3	60 days past due						\$100.00
13.3	each additional 30 days past due						\$ 50.00
13.4	Abatement Violation Non-compliance fee after 3rd notice						\$345.00
13.5	Code Enforcement 1st warning (t&m Fee in addition to the base fee)						\$ -
13.6	Code Enforcement 2nd warning (t&m Fee in addition to the base fee)						\$115.00
13.7	Code Enforcement 3rd warning (t&m Fee in addition to the base fee)						\$345.00
13.8	Associated costs for corrective action associated with each Violation Correction						T&M
INFORMATION ONLY - NOT INTENDED FOR FINAL DRAFT							
All Fees are base on an estimated time required							
T&M + 15% admin fee - 1hr = \$115							
1hr = 115 2.5hr = 287							
1.5hr = 172 3 hr = 345							
2hr = 230 4hr = 460							

City of Colusa					
Code Enforcement					
Fee Schedule FY 2023-24					
Fee #	Fee Name	Unit	Fee Amount	T&M in addition to Fee	Notes
CE1	1st Infraction Code Enforcement	Incident	\$ 100.00	Y	Set by Ord
CE2	2nd Infraction Code Enforcement	Incident	\$ 200.00	Y	Set by Ord
CE3	3rd Infraction Code Enforcement	Incident/subseque	\$ 500.00	Y	Set by Ord
FA3c	Backside of a two-sided copy	Per back side	\$ 0.10		
	Liens placed on property due to Code Enforcement use Finance & Admin Fees FA13				

City of Colusa						
Building Department						
Fee Schedule FY 2023-24						
Fee #	Fee Name	Unit	Building Fee Amount	Proposed Building Fee Amount	Application Fee required	Proposed Application Fee required
<u>COMMERCIAL</u>						
BD0	Commercial New or Addition 200 sq. ft. of affected area.	Per Issuance	Fee 451	\$ 600.00	\$ 47.00	\$ 60.00
	each additional sq. ft. includes all elect/plumb/mech.	Per Issuance	.90 per ft.	1.2 per ft.		
	Commercial Re-model 200 sq. ft. of affected area.	Per Issuance	\$ 283.00	\$ 354.00	\$ 47.00	\$ 60.00
	each additional sq. ft. includes all elect/plumb/mech.	Per Issuance	\$ 0.50	\$ 0.68	\$ 44.75	\$ 60.00
	All Commercial Projects require a CASP Inspection before C of O	Per Issuance	T & M	T & M	YES	YES
	Commercial Demolition or Occupancy Permit - Plot Plan & Floor Plan Check Fees (applies after the 2nd correction or special		\$ 270.00	\$ 338.00	\$ 47.00	\$ 60.00
BD10	*Residential (after 2nd check)					
BD11	*Commercial (after 2nd check)					
<u>RESIDENTIAL</u>						
	Residential New Construction or Addition 200 sq. ft. affected area.	Per Issuance	\$ 283.00	\$ 354.00	\$ 47.00	\$ 60.00
	each additional sq. ft. includes all elect/plumb/mech.	Per Issuance	1.13 per ft.	1.38 per ft.		
	Residential Re-model 200 sq.ft. of affected area		\$ 283.00	\$ 283.00	\$ 47.00	\$ 60.00
	each additional sq. ft. includes all elect/plumb/mech.		\$ 0.30	\$ 0.38		
	CASP Inspection is not required for Residential					
BD4	Residential Demolition or Occupancy Permit - Plot Plan & Floor		\$ 170.00	\$ 213.00	\$ 47.00	\$ 60.00
<u>MISC. PERMITS AND FEES</u>						
	Building Permit Application Fee				47	\$ 60.00
	Permit Extension Fee				\$ 47.00	\$ 60.00
BD2	Electrical Service Change-out		\$ 68.00	\$ 85.00	\$ 47.00	\$ 60.00
BD3	Electric Power Generator		\$ 173.00	\$ 216.00	\$ 47.00	\$ 60.00
BD5	Water Heater/Fire Place Insert Change-out		\$ 68.00	\$ 85.00	\$ 47.00	\$ 60.00
BD6	Residential & Commercial Solar Permit -check below for the updated fee		\$ -	\$ -		included
	Detached Garage/Accessory Building/Storage/Carport under 250 sq. ft.		\$ 173.00	\$ 216.00	\$ 47.00	\$ 60.00
BD7	each additional sq. ft. includes all elect/plumb/mech.		.20 per ft.	.27 per ft.		
BD8	HVAC New Install or Change-out		\$ 100.00	\$ 125.00	\$ 47.00	\$ 60.00
BD 13	Water or Sewer Line Replacement - plot plan required		\$ 68.00	\$ 85.00	\$ 47.00	\$ 60.00
	New Patio, Porch Covers or Decks (electrical add \$65 to Bldg Fee)		\$ 173.00	\$ 216.00	\$ 47.00	\$ 60.00
BD 14	Patio Covers or Deck repairs (like for like)		\$ 173.00	\$ 216.00	\$ 47.00	\$ 60.00
BD 18	All Re-Roof/ overlays Permit (no alterations included)		\$ 231.00	\$ 231.00	\$ 47.00	\$ 60.00
BD 19	Retro-Windows/Doors		\$ 183.00	\$ 183.00	\$ 47.00	\$ 60.00
	Stucco or siding (more than 200 sq. ft. of area)		\$ 103.00	\$ 128.00	\$ 47.00	\$ 60.00
BD 15	Sign Permit includes Electrical		\$ 68.00	\$ 85.00	\$ 47.00	\$ 60.00
BD 16	Block wall fence--(3 inspections)		\$ 173.00	\$ 216.00	\$ 47.00	\$ 60.00
BD 17	including plan check, based on commercial Plan Check for these unit is foundation only, all other done HCD/State		\$ 745.00	\$ 931.00	\$ 47.00	\$ 60.00
	In-ground Pool/Spas/Hot Tubs includes electric/Plumb/Mech. - requires		\$ 388.00	\$ 485.00	\$ 47.00	\$ 60.00
BD20	Above ground/portable Pools/Spas/Hot Tubs includes Electric - requires a pre-site inspection for gas or electrical lines		\$ 173.00	\$ 216.00	\$ 47.00	\$ 60.00
BD21	General Plan Management Fee	application		4%		
Permit Fee Limits for PV						
BD6	Residential		Commercial			
	15 kW or less	\$450	50 kW or less	\$1000		
	More than 15 kW	\$500 + \$15 per kW above 15 kW	50 kW – 250 kW	\$1000 + \$7 per kW above 50 kW		
			More than 250 kW	\$2400 + \$5 per kW above 250 kW		

Permit Fee Limits for Solar Thermal						
Residential		Commercial				
10 kW _{th} or less	\$450	30 kW _{th} or less	\$1000			
More than 10 kW _{th}	\$450 + \$15 per kW _{th} above 10 kW _{th}	30 kW _{th} – 260 kW _{th}	\$1000 + \$7 per kW _{th} above 30 kW _{th}			
		More than 260 kW _{th}	\$2610 + \$5 per kW _{th} above 260 kW _{th}			

Plan Check Fee is 65% of Building Fee, take at application	Plan Check Fee is 65% of Building Fee, take at application	Notes
\$ 344.00	\$390.00	
	YES	
\$ 200.00	\$240.00	
	YES	
	YES	Occupancy, This Inspection is contracted
	NO	
	T&M	
	T&M	
\$ 221.00	\$230.00	
	YES	
\$ 221.00	\$ 184.00	
	YES	
	NO	
	NO	
\$ 132.00	\$141.00	
	NO	
	included	
\$ 132.00	\$141.00	
	YES	
	NO	
	NO	
\$ 132.00	\$141.00	
	NO	
	NO	
	NO	
	NO	
\$ 44.00	\$55.00	
\$ 132.00	\$141.00	
\$ 296.00	\$315.00	
NO	NO	
		of Building Permit Fee

City of Colusa				
Finance and Administration Department				
Fee Schedule FY 2023-24				
Fee #	Fee Name	Unit	Fee Amount	Deposit
FA1	Business License Application Fee	Per Issuance	\$50.00	
FA2	Business License Renewal Fee	Per Issuance	\$40.00	
FA3	Copying Expense Black and White 8 1/2 x 11	Per page	\$0.25	
FA3b	Copying Expense Black and White other sizes	Per page	\$0.50	
FA3c	Backside of a two-sided copy	Per back side	\$0.10	
FA4	Copying Expense Color	Per page	\$1.00	
FA5	Public Records Request	Per page	\$0.25	
FA5a	Notary	Per issuance	\$15.00	
FA6	Photos (Digital), first 4	Per Issuance	\$10.00	
FA7	Photos (Digital), every 4 after first 4	Per Issuance	\$5.00	
FA8	Rental for City Hall Conference Room	Per Day	\$50.00	
FA9	Rental for City Hall Hallway	Per Day	\$25.00	
FA10	Rental for City Hall Council Chambers	Per Day	\$35.00	
FA11	Rental for City Hall Auditorium	Per Day	\$75.00	
FA12	Bad Check Fee (NSF)	Per Occurance	\$50.00	
FA13	Property Lien Filing Fees		T&M	
FA14	Special Events Permits	Per Event	\$0	may be required
FA15	Film Permit	Per Permit	\$0	may be required
FD6	Audio, Video Tape / CD reproduction	per item	\$5.00/CD	
	Marquee Sign		\$50.00/week	
	Cannabis Regulatory Annual Permit Renewal		\$2,000	\$3,500
	Replacement or reissue of City issued check		\$40	
	Business License Application Fee - Semi Annu	July-Dec/Jan-Jun	\$50	
	Business License Application Fee - Monthly	Monthly	\$50	
	Business License Application Fee - Daily	Daily	\$25	

[illegible]

City of Colusa					
Water and Sewer Utilities					
Fee Schedule FY 2023-24					
Fee #	Fee Name	Unit	Fee Amount	addition to Fee	Notes
WS1	New Account Fee (water/sewer)	Per Acct	\$50.00		
WS2	Delinquent Account Fee	Per month	outstanding balance		
FA3c	Backside of a two-sided copy	Per back	\$0.10		
	WATER				
W1	hydrant meter permit	Per meter	\$30/month plus usage & \$500 deposit		
W4	new service: tap, pipe and meter	Per meter	1" - \$1600 -		
W5	meter inspection	Per meter	\$100 per Meter	Y	
	PENALTY				
WS5	bypass of meter/valve	Per meter	\$100 Fee plus	Y	
W6	shutoff list (2 trips for empl.)	Per meter	\$50.00 Turn on fee	Y	
	SEWER				
S1	grease trap inspection annual fee	Per trap	\$100/inspection	Y	
S2	sewer encroachment permit	Per permit	\$100/inspection	Y	

City of Colusa						
Parks and Recreation						
Fee Schedule FY 2023-24						
Fee #	Fee Name	Unit	Fee Amount	Deposit Calculation	Notes	
FA3c	Backside of a two-sided copy	Per back side	\$0.10			
	Scout Cabin Rental	Per day	\$300	\$200.00 deposit		
PR10	Pool Facility Rental	Per hr	\$75			
PR11	City Life Guard Fee (Required for Pool	Per hr minimum 2	\$50/hr			
PR12	Reserve Picnic Area - Sankey, Will S Green.	Per half day	\$50 half day			
PR13	Reserve Picnic Area - Memorial & Bandstand	Per Day	\$80			
PR13	Reserve Pavillion in Davison Park	Per Day	\$100			
PR15	Swimming Pool - One time	Per session	\$2			
PR16	Swimming Pool - Family Pass (5 people)	Per season	\$300			
PR17	Swimming Pool - Day Care Season Pass	Per season	\$350			
PR18	Swim Team - Pool Rental (after 5:00 pm)	Per season	\$750			
PR20	Use of City Parks by Non-Colusa Sports	Per 4 hours	\$60			
	Boat Launch Minimum Fine \$50.00 and not to					
	All classes are charged on a break even basis					
	Swimming Pool - Single Person Pool Pass	Per season	\$75.00			
	Swimming Pool - Free Swim Day Event	Per Day, 2x	\$300			
	NPO Fee: Scout Cabin Rental	Per day	150	\$200 deposit		
	NPO Fee: Reserve Picnic Area - Sankey, Will	Per half day	\$25			
	NPO Fee: Reserve Picnic Area - Memorial &	Per Day	\$40			
	NPO Fee: Reserve Pavillion in Davison Park	Per Day	\$50			
	NPO is a non profit organization there in no					

City of Colusa				
State Park Fees				
Fee Schedule FY 2023-24				
Fee #	Fee Name	Unit	Fee Amount	Notes
SP1	Numbered Campsite 1,2,4,11,12,13,&14	Per Night	\$25	
	Numbered Campsite 6,7,8,&9	Per Night	\$35	
	Number Campsite 5&10	Per Night	\$45	
SP2	Enroute Camping	Per Night	\$15	
SP3	Sr. Citizen Overnight Discount	Per Night	\$2	
SP4	Additional Motor Vehicle	Per Night	\$6	
SP5	Boat Launch w/Camping	Per Night	\$7	
SP6	Group Camp	Per Night	\$135	
SP7	Boat Launch & Parking	Per Day	\$13	
SP8	Day Parking	Per Day	\$6	
SP9	Sr. Citizen Day use Discount	Per Day	\$1	
SP10	RV Dump	Per Day	\$6	
SP11	Group Camp area day only	Per Day	\$6 per car	plus \$25
	City of Colusa Boat Launch Yearly Season		\$100	
	State Park Fees are determined by State			

City of Colusa						
Planning Fees						
Fee Schedule FY 2023-24						
The City is trying move forward using a flat fee, this will be looked at each year to ensue that we are covering our costs						
Fee #	Fee Name	Unit	Fee Amount	Deposit	Estimated	Notes
PL 1	Pre-Application Meeting	Per application	T&M	1	1	\$150.00
PL 2	Abandonment / Vacation request	Per application	T&M	1	4	\$600.00
PL 3	Appeal Fee (Planning Commission	Per application	T&M	1	8	\$1,200.00
PL 4	Appeal Fee other than Applicant	Per application	T&M	1	10	\$1,500.00
FA3c	Backside of a two-sided copy	Per back side	\$ 0.10			\$0.10
PL 5	Annexation (Including LAFCo)	Per application	T&M	1	65	\$9,750.00
PL 6	Architectural Review	Per application	T&M	1	15	\$2,250.00
PL 7	Certificate of Compliance	Per application	T&M	1	4	\$600.00
PL 8	Certificate of Merger	Per application	T&M	1	20	\$3,000.00
PL 9	Conditional Use Permit, Minor	Per application	\$325		3.25	\$325.00
PL 10	Conditional Use Permit, Major	Per application	\$750		7.5	\$750.00
PL 11	Design Review each	Per application	T&M	1	15	\$2,250.00
PL 12	Designation of Historical or	Per application	T&M	1	30	\$4,500.00
PL 13	Development	Per application	T&M	1	20	\$3,000.00
PL 14	Development Agreement—Annual	Per application	T&M	1	15	\$2,250.00
PL 15	Development	Per application	T&M	1		\$3,000.00
PL 16	Extension of Time for Approved	Per application	T&M	1		\$900.00
PL 17	Extension of Time for Approved	Per application	T&M	1	6	\$900.00
PL 18	Final Map	Per application	T&M	1	25	\$3,750.00
PL 19	Flood Plain Development Permit	Per application	T&M	1	20	\$3,000.00
PL 20	Flood Plain Development Variance	Per application	T&M	1	10	\$1,500.00
PL 21	Flood Plain Development Appeal	Per application	T&M	1	10	\$1,500.00
PL 22	General Plan Amendment	Per application	T&M	1	60	\$9,000.00
PL 23	Grading Permit Application	Per application	T&M	1	4	\$600.00
PL 24	Lot Line Adjustment	Per application	\$ 400.00	1	8	\$1,200.00
PL 25	Modification Approved Plan,	Per application	T&M	1	6	\$900.00
PL 26	Modification or Rehearing	Per application	T&M	1	10	\$1,500.00
PL 27	Parcel Map	Per application	\$1,000		10	\$2,500.00
PL 28	Record of Survey	Per application	T&M	1	4	\$600.00
PL 29	Reversion to Acreage	Per application	T&M	1	20	\$3,000.00
PL 30	Site Plan Review—SF Residential,	Per application	T&M	1	20	\$3,000.00
PL 31	Site Plan Review—SF Residential,	Per application	T&M	1	25	\$3,750.00
PL 32	Site Plan Review—MF Residential	Per application	T&M	1	20	\$3,000.00
PL 33	Site Plan	Per application	T&M	1	30	\$4,500.00
PL 34	Sign Permit, Minor	Per application	\$50	1	0.5	\$50.00
PL 35	Sign Permit, Major	Per application	T&M	1	20	\$3,000.00
PL 36	Tentative Parcel Map w/Variance	Per application	T&M	1	20	\$3,000.00
PL 37	Tentative Subdivision Map	Per application	T&M	1	40	\$6,000.00
PL 38	Tentative Subdivision Map	Per application	T&M	1	40	\$6,000.00
PL 39	Variance/Exception to Standards	Per application	\$750		7.5	\$750.00
PL 40	Vesting Tentative Subdivision Map	Per application	T&M	1	40	\$6,000.00
PL 41	Written Verification of Zoning	Per application	T&M	1	0.75	\$112.50
PL 42	Zoning (Prezoning)	Per application	T&M	1	20	\$3,000.00
PL 43	Zoning Text Change	Per application	T&M	1	20	\$3,000.00
PL 44	Zoning Map Change	Per application	T&M	1	20	\$3,000.00
PL 45	Zone Change—PD Preliminary	Per application	T&M	1	40	\$6,000.00
PL 46	Zone Change—PD Major	Per application	T&M	1	20	\$3,000.00
PL 47	Zone Change—PD Minor	Per application	T&M	1	10	\$1,500.00
ENVIRONMENTAL REVIEW						
PL 48	County Clerk Filing Fee		\$50.00	1		This is a County fee so
PL 49	Environmental Impact Report (City	Per application	T&M	1	80	\$12,000.00
PL 50	Environmental Impact Report	Per application	Per Contract	Payment schedule:		Subject to additional.
PL 51	Fish & Game Code §711.4		2,406.75	1		
PL 52	Fish & Game Code §711.4 w/EIR		3,343.25	1		
PL 53	Initial Study/Negative Declaration	Per application	T&M	1	30	\$4,500.00

PL 54	Initial Study/Negative Declaration	Per application	Per Contract	Payment schedule:		Subject to additional.
PL 55	Negative Declaration	Per application	T&M		10	\$1,500.00
PL 56	Initial Study/Mitigated Negative	Per application	T&M		60	\$9,000.00
PL 57	Initial Study/Mitigated Negative		Per Contract	Payment schedule:		Subject to additional.
PL 58	Notice of Determination	Per application	T&M		2	\$300.00
PL 59	Notice of Categorical Exemption	Per application	T&M		2	\$300.00
PL 60	Other Planning Permits,	Per incident	T&M			\$500.00
	<u>OTHER</u>					
PL 63	General Plan Management Fee	Per application	4%			
PL 64	Annexation Admin Fee	Per acre /	\$50/acre			
PL65	Public Convenience/Necessity Fee		\$325		3.25	

[illegible]

City of Colusa					
Public Works Department					
Fee Schedule FY 2023-24					
Fee #	Fee Name	Unit	Fee Amount	Deposit Calculation	Notes
PW1	Banner Hanging Fee	Per Banner	\$100.00 put		Includes both up up
PW2	sidewalk replacement		\$25 plus T&M	foot	
PW3	curb/gutter replacement		\$25 plus T&M	foot	
PW4	city tree trimming	Service			As funds are
PW5	planting city trees	Hour	\$25 plus T&M		tree not included
PW6	memorial benches	Per Bench	\$25 plus T&M		bench not included
PW7	street closure events/traffic control		\$25		includes signage
PW8	green waste pile pick-up	Per pick-up vis	25.00 per/yard,		
PW9	sand bags		Not for Sale		Non-Emergency only, Weather induced flooding excluded
PW10	city barricades/cones		\$3/day for	Refundable	Only for City
PW11	city equipment rental		NO RENTAL AVAILABLE		
PW12	Encroachment Permits		\$100/permit -	2 inspections	

City of Colusa					
Engineering Fees					
Fee Schedule FY 2023-24					
Fee #	Fee Name	Unit	Fee Amount	Deposit Calculation *	Notes
EN 1	Parcel Map (1 – 4 lots)	Per Occurance	T&M	\$1,500.00	
EN 2	Subdivision (5 – 25 lots)	Per Occurance	T&M	\$2,000.00	
EN 3	Subdivision (25 – 100 lots)	Per Occurance	T&M	\$2,500.00	
EN 4	Subdivision (100+ lots, each additional 100 lots)	Per Occurance	T&M	\$500.00	
FA3c	Backside of a two-sided copy	Per back side	0.1		
EN 5	Improvement Plan Check (\$0-50,000)	Per Occurance	T&M	\$500.00	
EN 6	Improvement Plan Check (\$50,001-100,000)	Per Occurance	T&M	\$2,800.00	
EN 7	Improvement Plan Check (\$100,001-200,000)	Per Occurance	T&M	\$6,300.00	
EN 8	Improvement Plan Check (\$200,001-500,000)	Per Occurance	T&M	\$13,800.00	
EN 9	Improvement Plan Check (\$500,001-1,000,000)	Per Occurance	T&M	\$23,800.00	
EN 10	Improvement Plan Check (\$1,000,001-2,000,000)	Per Occurance	T&M	\$43,800.00	
EN 11	Improvement Plan Check (\$2,000,001-3,000,000)	Per Occurance	T&M	\$63,800.00	
EN 12	Improvement Plan Check (\$3,000,001-4,000,000)	Per Occurance	T&M	\$83,800.00	
EN 13	Improvement Plan Check (\$4,000,001-5,000,000)	Per Occurance	T&M	\$103,000.00	
EN 14	Improvement Plan Check (\$5,000,001+)	Per Occurance	T&M	0.02 * Valuation	
EN 15	Improvement Inspection (\$0-50,000)	Per Occurance	T&M	\$1,000.00	
EN 16	Improvement Inspection (\$50,001-100,000)	Per Occurance	T&M	\$5,700.00	
EN 17	Improvement Inspection (\$100,001-200,000)	Per Occurance	T&M	\$13,500.00	
EN 18	Improvement Inspection (\$200,001-500,000)	Per Occurance	T&M	\$32,300.00	
EN 19	Improvement Inspection (\$500,001-1,000,000)	Per Occurance	T&M	\$56,100.00	
EN 20	Improvement Inspection (\$1,000,001-2,000,000)	Per Occurance	T&M	\$96,100.00	
EN 21	Improvement Inspection (\$2,000,001-3,000,000)	Per Occurance	T&M	\$128,600.00	
EN 22	Improvement Inspection (\$3,000,001-4,000,000)	Per Occurance	T&M	\$158,600.00	
EN 23	Improvement Inspection (\$4,000,001-5,000,000)	Per Occurance	T&M	\$188,600.00	
EN 24	Improvement Inspection (\$5,000,001+)	Per Occurance	T&M	0.04 * Valuation	
EN 25	Grading Plan Check (1-50 cubic yards)	Per Occurance	T&M	\$610.00	
EN 26	Grading Plan Check (51-100 cubic yards)	Per Occurance	T&M	\$660.00	
EN 27	Grading Plan Check (101-1,000 cubic yards)	Per Occurance	T&M	\$700.00	
EN 28	Grading Plan Check (1,001-10,000 cubic yards)	Per Occurance	T&M	\$850.00	
EN 29	Grading Plan Check (10,001+ cubic yards, each 10,000)	Per Occurance	T&M	\$150.00	
EN 30	Grading Inspection (1-50 cubic yards)	Per Occurance	T&M	\$350.00	
EN 31	Grading Inspection (51-100 cubic yards)	Per Occurance	T&M	\$400.00	
EN 32	Grading Inspection (101-1,000 cubic yards)	Per Occurance	T&M	\$450.00	
EN 33	Grading Inspection (1,001-10,000 cubic yards)	Per Occurance	T&M	\$500.00	
EN 34	Grading Inspection (10,001+ cubic yards, each 10,000)	Per Occurance	T&M	\$110.00	
EN 35	Lot Line Adjustment (by Deed)	Per Occurance	\$800		
EN 36	Site Plan Review	Per Occurance	T&M	\$250.00	
EN 37	Engineering Support for Planning Applications	Per Occurance	T&M	\$250.00	
EN 38	Other charges not itemized	Per Occurance	T&M	\$250.00	
PW13	General Plan Management Fee	Per application	4%		Accounting to keep
* Minimum deposits are required prior to commencement of work. Additional funds may be required to be added to the deposit if the deposit balance is less than the initial estimated deposit fees, as determined by the City. Deposits are calculated on a per project basis based upon anticipated work.					

User Fee Determination Cost Analysis Worksheet									
Fee Schedule FY 2023-24									
User Fee Description		Fund	Account Number		Department/ Division			Date	
					Last Reviewed 4-15-2014				
Description of Service, Demand, Subsidy and Other Comments:									
Fee Backside (Per back s 0.1									
Personnel Costs									
Position		Rates				Hours by Position Per Unit	Total Labor Cost Per Unit of Service		
		Straight Time Labor	Fringe Benefits	Total Direct Labor Costs	Dept. or Div O/H			Total Burdened Labor Cost/ Hr.	
				Total Burdened Personnel Costs per Unit of Service					
				Total Burdened Personnel Costs per Unit of Service					
Material & Rental Costs				Total Burdened Personnel Costs per Unit of Service					
Description						Cost Each	Quantity	Unit Cost	
				Total Material & Rental Costs per Unit of Service					
Other Costs (Equipment, Building Usage, Consultants)									
Description					Cost Each	Quantity	Unit Cost		
					Total Other Costs per Unit of Service				
Fee Comparison Data									
City		Fee per Unit	More or (Less) than Lake Elsinore Fee		Total Service Direct Costs				
					City-Wide General &				
			Dollars	Percentage	Administrative Rate @				
					15.00%				
					Total Service Costs/ Unit				
					Recommended Fee				
					Recommended Fund Subsidy				
					Current Fee Amount				
					Fee Increase/ (Decrease)				

Costs for: Enter Program Name					
Program Dates: From _____ to _____					
Fee Schedule FY 2023-24					
Item		Quantity	Unit	Cost	Total
Facility Rental Costs					
Umpires			per game		
Scorekeepers			per game		
LifeGuards			per hour		
FA3c	Backside of a two-sided copy	Per back si	0.1		
Instructor(s)			per pupil or class		
Rec Aides			per hour		
Advertising			per class		
Electricity/Lights			per hour		
Supplies:					
	Balls		each		
	Nets		each		
	Gypsum		per xlb bag		
	Paint		per class		
	Tie Downs		each		
	Red Rock		per xlb bag		
	Scorebooks		each		
	Binders		each		
	Paper/Pencils/Office Supplies		per class		
	Light Bulbs		each		
	Base		each		
	Base Plugs		each		
	Team Shirts		each		
	Championship Shirts		each		
	Restroom Supplies		per class		
	Other Supplies		per class		
Sub Total					Sum
Administrative Overhead*			5% of class costs		
TOTAL Expenses					Sum
Number of Participants			team or individual		
In City Fees			team or individual		
Out of City Fees			team or individual		
Other Revenue			explain		
TOTAL REVENUE					Total Revenue
NET					
* Includes Finance, Administration, and Rec Supervisor costs					

[illegible]

[illegible]



City of Colusa California

STAFF REPORT

DATE: June 20, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of Resolution of the City Council of the City of Colusa to authorize the City Manager to sign the contract with Brewer Engineering.

Recommendation: Council to adopt the proposed Resolution to delegate the City Manager authority to execute the Contract with Brewer Engineering

BACKGROUND ANALYSIS:

The City of Colusa has a history with Brewer Environmental. Doug Brewer the owner of Brewer Environmental, which was the firm that conducted the City of Colusa's wastewater treatment plant initial environmental study and conducted the ISMD on the improvement projects over the last few years and completed the CEQA addendum and NOD for the recycled water project in January of this year. Mr. Brewer is now retired, but willing to do work with Dan Rich at Nexgen and the City of Colusa on environmental projects. With the City of Colusa in the process of hiring a planner or senior planner CEQA compliance and environmental permitting is time-consuming and need to be done right.

If the City is to move forward with a contract with Doug Brewer here are some items that he would work on when needed> He would do pre-project environmental input and analysis in project formulation, environmental constraints analysis, and CEQA compliance strategy development.

BUDGET IMPACT:

\$25,000.00, though most if not all may be recovered from projects or applicants.

STAFF RECOMMENDATION:

Approve Resolution 23-
 Consulting Agreement
 Exhibit A
 Exhibit B

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING
THE CITY MANAGER TO SIGN THE CONTRACT WITH DOUGLAS BREWER/BREWER
FOR ENVIRONMENTAL CONSULTATION SERVICES**

WHEREAS, on June 20, 2023, the City of Colusa City Council authorizes the City Manager to sign a contract with Douglas Brewer

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

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

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

Passed and adopted this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF COLUSA AND
DOUGLAS L BREWER, BREWER ENVIRONMENTAL CONSULTING**

THIS AGREEMENT (hereinafter referred to as “**Agreement**”) is made and entered into this June 20 date of 2023, by and between the City of Colusa, a municipal corporation, having its principal place of business at 425 Webster Street, Colusa California 95932, (herein “**City**”) and Douglas Brewer, a California sole proprietor _____ Brewer Environmental Consulting, having a principal place of business at _2216 Live Oak Court Rocklin CA _____, (herein “**Consultant**”), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein.

WHEREAS, the City proposes to enter into a contract with Brewer Environmental ; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated June 20, 2023, and is duly licensed, qualified and experienced to perform those services.

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

1. SCOPE OF SERVICES.

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Description of Scope of Services, attached hereto and incorporated herein by this reference as Exhibit A, subject to the direction of the City Contract Administrator, as provided from time to time.

2. CONTRACT ADMINISTRATOR.

Jesse Cain City Manager, at telephone number (530) 682-2933 will administer this Agreement on behalf of City (herein “**Contract Administrator**”). Douglas Brewer at telephone number (916) 276-7949 is the authorized representative for Consultant and shall administer this Agreement on behalf of Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

3. EXHIBITS.

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

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

Exhibit B. A listing of hourly rates of Consultant’s personnel, and a contract budget for the Services.

4. TIME OF PERFORMANCE.

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

5. COMPENSATION OF CONSULTANT.

A. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the Payment Plan incorporated herein as Exhibit B, but in no event shall total compensation exceed 25,000 dollars, without City's prior written approval.

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

C. Consultant agrees to provide all Services for the amount specified in this Section without compensation in excess of such amount. Consultant shall not provide additional Services until Consultant has received authorization from the City Council and executed an written amendment to this Agreement. Should the Consultant elect to proceed prior to receiving such authorization, the Consultant does so at Consultant's own risk.

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

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

6. INDEPENDENT CONTRACTOR.

Consultant shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by the Consultant are employees and agents of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all

claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Agency therefore has no responsibility for such contributions beyond the compensation required under this Agreement.

7. TERMINATION.

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

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

8. TIME AND EXTENSION OF TIME.

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

B. The Contract Administrator may, by written instrument, extend the duration of this Agreement for an additional period not to exceed the lesser of one year or the original term of the

Agreement, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 5, Compensation.

9. PROPERTY OF CITY.

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

10. CONFIDENTIAL MATERIALS.

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

11. COMPLIANCE WITH LAW AND WARRANTY.

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

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

C. Consultant, to the extent required by the California Labor Code, shall pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California.

12. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. However, claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

13. INTEREST IN CONTRACT.

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

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

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

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

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

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

14. RECORDS AND AUDITS.

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

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

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

15. LIABILITY OF CONSULTANT-NEGLIGENCE.

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

16.

17. PERSONNEL.

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

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

18. NOTICES.

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

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

Consultant: Douglas Brewer

ATTN: Dougals Brewer

19. CITY NOT OBLIGATED TO THIRD PARTIES.

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

20. MISCELLANEOUS PROVISIONS.

A. NON-DISCRIMINATION.

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

B. UNAUTHORIZED ALIENS.

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

C. SECTION HEADINGS.

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

D. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

E. REMEDIES NOT EXCLUSIVE.

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

F. NO WAIVER OF DEFAULT.

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

G. ENTIRE AGREEMENT AND AMENDMENT.

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

H. SUCCESSORS AND ASSIGNS.

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

I. APPLICABLE LAW; VENUE; ATTORNEYS' FEES

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Colusa, if in state court, or in the federal court nearest to the City of Colusa, if in federal court. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs.

J. AUTHORITY.

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

K. CONFLICTING TERMS.

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

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

CITY OF COLUSA

CONSULTANT

By:

By:

Jesse Cain, City Manager

Douglas Brewer

Date: _____

Date: _____

APPROVED AS TO FORM:

By:

City Attorney

ATTEST:

By:

Shelly Kittle, City Clerk

[Corporations require signature of two officers]

[SIGNATURES MUST BE NOTARIZED]

CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700

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

With the above understanding, I certify the following:

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

CONSULTANT

By: _____
Title:

EXHIBIT A

Description of Scope of Services to be performed by Consultant

[To Be Inserted; If Excerpt from proposal is to be used as Exhibit A, be sure that Excerpt only includes references to the services. If rates or contracting provisions are included, line through those with black marker to show they are not included terms]

EXHIBIT B

[A listing of hourly rates of Consultant's personnel, and a contract budget for the Services.]

[To Be Inserted; If a provision from the Proposal is to be used, be sure to include the title page and note that this is an excerpt from the proposal]

EXHIBIT C
INSURANCE REQUIREMENTS
TO
CONSULTANT SERVICES AGREEMENT

Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Consultant in excess of the limits and coverage required in this agreement and that is applicable to a given loss will be available to City.

[USE THIS CLAUSE FOR MOST CONTRACTS, EXCLUSIVE OF CONTRACTS FOR CONSTRUCTION OR PROFESSIONAL SERVICES]

1. Commercial General Liability ("CGL"): Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 0001 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than TWO MILLION DOLLARS (\$2,000,000) each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit

[USE THIS CLAUSE FOR PROFESSIONAL SERVICES/SOLE PROPRIETOR CONTRACTS]

1. Commercial General Liability ("CGL"): Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 0001 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than ONE MILLION DOLLARS (\$1,000,000) each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit

2. Automobile Liability: Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than ONE MILLION DOLLARS (\$1,000,000) each occurrence for bodily injury and property damage. If Consultant or its employees will use personal autos in any way related to the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

3. Workers' Compensation: Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum

limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury or disease. If Consultant is self insured, provide a Certificate of Consent to Self-Insure, signed by the Department of Industrial Relations. Workers' Compensation is not required if the Consultant provides written verification that it has no employees.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the performance of Services pursuant to this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than ONE MILLION (\$1,000,000) per occurrence.

5. Professional Liability Insurance. (Required for all Licensed Consultants). Professional Liability (Errors and Omissions) insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than ONE MILLION (\$1,000,000) per claim and TWO MILLION (\$2,000,000) in the aggregate.

6. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

7. General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

a. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents. Consultant also agrees to require all contractors, and subcontractors to do likewise.

b. Consultant agrees to waive subrogation which any insurer or Consultant may acquire from Consultant by virtue of any payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

c. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

f. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this Agreement in accordance with the provisions of this Agreement.

h. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

i. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

j. Consultant agrees to ensure that subconsultants, and any other party involved with the performance of Services pursuant to this Agreement who is brought onto or involved in such Services by Consultant, provide the same minimum insurance coverage required of Consultant, provided, however, that only subconsultants performing professional service will be required to provide professional liability insurance. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the performance of Services will be submitted to City for review.

k. Any deductibles or self-insured retention must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible

or retention or provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention, or other coverage or solutions.

l. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

m. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

n. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.

o. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

END OF DOCUMENT

EXHIBIT A

SCOPE OF SERVICES

DESCRIPTION OF SERVICE

- Pre-project environmental input and analysis in project formulation,
- Environmental constraints analysis,
- CEQA compliance strategy development (e.g., CATEX, ISMNDs vs EIR),
- Review scopes of work by consultants and assist City in selection process,
- Oversight, supervision of any environmental consultants that will be used to provide necessary CEQA documentation,
- Peer review of consultant deliverables,
- Attend meetings during the course of the contract either via in person or via ZOOM with the City staff and various regulatory agencies,
- Prepare for and attend City Council meetings, if desired, during CEQA public review hearing process.
- Assist City with Clean Water Act Section 404/401 permit, CWA Section 402 NPDES permits, CDFG 1600 Streambed Alteration Agreements and other permitting tasks.
- Assist City with environmental processes associated with SRF/USDA funding if desired.

Exhibit B

A listing of hourly rates of Consultant's personnel

Douglas Brewer \$195/hour



City of Colusa California

STAFF REPORT

DATE: June 20, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

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

Recommendation: Council to adopt the Proposed Resolution to delegate the City Manager authority to execute the Contract with NV5

BACKGROUND ANALYSIS:

The City of Colusa has a history with NV5. They were formerly named Holdrege & Hull and have been our on-call Geotechnical consultant since 2011, and their contract with the City has been updated a couple of times over the years. The latest contract that we have with them has expired.

With the City of Colusa Wastewater treatment infrastructure improvement projects, we need some geotechnical engineering services to ensure that the projects are designed and built to legal standards. Please note in the proposal dated May 10th, 2023, the type of services that we need to get completed. Staff will also be working with them to get some geotechnical advice on the current movement of the boat launch facility.

BUDGET IMPACT:

\$13,963.95 out of the Sewer fund; this might be able to be reimbursed from the grant

STAFF RECOMMENDATION:

Approve Resolution 23-
Agreement

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING
THE CITY MANAGER TO SIGN THE CONTRACT WITH NV5 FOR GEOTECHNICAL
ENGINEERING SERVICES**

WHEREAS, on June 20, 2023, the City of Colusa City Council authorizes the City Manager to sign a contract with NV5

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

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

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

Passed and adopted on this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

May 10, 2023
Proposal No. PC23.104

Ms. Marisa Hewitt, PE
California Engineering Company, Inc.
1110 Civic Center Drive, Suite 404
Yuba City, California 95993
Email: mhewitt@cecusa.net

REFERENCE: **Proposed City of Colusa WWTP Infrastructure Improvements**
1480 & 2820 Will S. Green Avenue (APNs: 002-090-001 & 017-020-007)
Colusa, Colusa County, California

SUBJECT: **Proposal for Geotechnical Engineering Services**

Dear Ms. Hewitt,

As requested, NV5 prepared this proposal to provide geotechnical engineering services for the development of the above-referenced sewer infrastructure project. As part of the geotechnical engineering services, NV5 will perform the appropriate geotechnical engineering investigation in accordance with the requirements of the 2022 California Building Code (CBC) guidelines and prepare a geotechnical engineering investigation report that presents the findings, conclusions and recommendations for the specific structural improvements.

NV5 has previously performed a site investigation and provided geotechnical recommendations for the City of Colusa Waste Water Treatment Plan System as documented in the *Geotechnical Engineering Investigation Report* dated June 2, 2015, Project No. 70508-01, prepared by (Holdrege & Kull (H&K) (now doing business as NV5). NV5 will utilize the findings, conclusions, and recommendations that remain relevant and applicable in the report to these proposed sewer infrastructure improvements. The following presents our understanding of the project and our proposed geotechnical engineering services.

1.0 PROJECT DESCRIPTION

Based on recent correspondence and review of the March 8, 2023, *Key Map* and April 10, 2023, *Site Piping Plan*, both prepared by NexGen Utility Management, NV5 understands the proposed City of Colusa Sewer Infrastructure project will consist of construction of a Wet Well, a Control Building, a Maintenance Building, Concrete Lined Aeration and Chlorine Basins, and a Solid Stabilization Basin Geomembrane Liner. The improvements are proposed be constructed at the existing City of Colusa Wastewater Treatment Plant. NV5 understands the proposed maintenance and control buildings will be single-story wood and/or light-gauge steel framed buildings supported on shallow continuous spread and isolated foundations, with an interior concrete slab-on-grade floor.

Associated site improvements may include construction of asphalt concrete and rigid concrete pavements, underground utilities, and landscaping. Earthwork grading may include general site clearing/preparation and minor cuts and fills required to balance the site to meet the proposed building grades.

2.0 SCOPE OF SERVICES

Based on our understanding of the proposed site improvements and our knowledge of the local geologic conditions, NV5 is proposing the following scope of services. The subsurface exploration will utilize a truck-mounted drill rig to advance exploratory borings. Utilizing the borings, NV5 will collect the necessary subsurface soil samples for foundation recommendations and meet the requirements of Chapter 18 of the 2022 CBC.

NV5 proposes to perform the following tasks as basic geotechnical engineering services with no other additional services included: Task 1 Site Investigation and Laboratory Testing, Task 2 Data Analysis and Engineering Design, Task 3 Report Preparation, Task 4 Final Design Plan Review, and Task 5 Construction Quality Control Testing and Inspection Services. Each task is described in the following:

2.1 TASK 1. SITE INVESTIGATION AND LABORATORY TESTING

NV5 will perform a site investigation using a truck-mounted drill rig to characterize the soil, rock and groundwater conditions encountered at the surface and beneath the site. The site investigation will provide the basis for geotechnical engineering design recommendations for earthwork and structural improvements. The site investigation includes the following components, which are described below: Literature Review and Surface Reconnaissance Investigation, Subsurface Investigation, and Laboratory Testing. These surface and subsurface investigations do not include the evaluation of the site for the presence of hazardous waste materials and/or groundwater pollutants.

2.1.1 Literature Review and Surface Reconnaissance Investigation

NV5 will perform a literature review of available geologic and engineering documents and a surface reconnaissance of the project site to identify surface conditions that may impact the proposed site development plans. In general, NV5's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses.
- Surface soil conditions.
- Existing site improvements including earthwork grading and structures.
- Site topography and drainage.
- Vegetation.

2.1.2 Subsurface Investigation

A minimum of 48 hours prior to performing the subsurface investigation NV5 will mark the proposed subsurface exploratory locations with white paint and notify Underground Services Alert (USA) as required by California state law. USA members will inspect each proposed

subsurface exploratory location to determine if any underground utilities are present at these locations. The property owner is responsible for marking all known utilities within the proposed excavation areas inside the subject property. If USA identifies the presence of underground utilities at any of the proposed exploratory locations, then we will move the excavation location to an area that is clear of underground utilities. A utility line locating firm may be utilized to identify utility line locations, if appropriate, at an additional cost.

NV5 will perform a subsurface investigation to obtain an understanding of the soil, rock and groundwater conditions underlying the sites of the proposed medical office-building to the maximum depth explored. Five (5) exploratory borings will be advanced within the areas of the proposed structures and infrastructure improvements using a truck-mounted drill rig. Exploratory borings performed in the areas of the proposed maintenance building, concrete lined aeration basin, concrete chlorine contact basin, and solid stabilization basin geomembrane liner will be advanced up to a maximum depth of approximately 10 to 15 feet below the existing surface, or until refusal is encountered, whichever is first. The exploratory boring performed in the area of the proposed wet well will be advanced up to a maximum depth of approximately 35 feet below the existing surface, or until refusal is encountered, whichever is first. If the groundwater table is encountered, the depth to groundwater below the existing ground surface will be measured. Additional borings may be advanced across the site to provide adequate coverage for assessing the geologic conditions beneath the site, if deemed appropriate by the field engineer/geologist. Each exploratory boring will be backfilled immediately after logging and sampling activities are completed in accordance with Colusa County Environmental Health requirements. Excess drill cuttings (soil) will be stockpiled or spread out onsite.

NV5's field engineer/geologist will collect both relatively undisturbed and disturbed soil samples from each exploratory boring. Where feasible, relatively undisturbed soil samples will be collected with a standard penetration test (SPT) sampler and 2.5-inch-diameter (inside diameter) split-spoon barrel sampler equipped with brass/steel liner tubes. Generally, soil samples will be collected at depths determined by our field engineer/geologist based on geologic conditions encountered. Additional soil samples may be collected and/or the sample intervals may be changed depending upon the soil conditions encountered. The soil samples will be labeled, sealed, and transported to our laboratory facility where selected samples will be tested to determine their engineering material properties.

2.1.3 Laboratory Testing

NV5 will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the ASTM International (ASTM). The ASTM soil characterization tests may include:

- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D2166, Unconfined Compressive Shear Strength
- D2487 & D2488, Unified Soil Classification System, Description Visual Method
- D2937 & D2216, Density and Moisture Content

- D2850, Unconsolidated, Undrained Triaxial Compressive Strength
- D4318, Atterberg Plasticity Indices
- D4829, Expansion Index

If soil is encountered with a high potential for volume change (i.e., expansion or consolidation), then NV5 may recommend additional laboratory testing to evaluate expansion or consolidation impacts and provide appropriate recommendations on the proposed earthwork and structural improvements. Additional testing may include ASTM D2435 one-dimensional consolidation, ASTM D4546 one-dimensional swell, and ASTM D4767 consolidated-undrained triaxial shear strength. The costs to perform these additional tests are not included in the fee estimate presented herein. NV5 will not perform these additional tests without written authorization to proceed and a budget augmentation to cover the cost of performing these additional laboratory tests.

2.2 TASK 2. DATA ANALYSIS AND ENGINEERING DESIGN

NV5 will use the state-of-the-practice geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following:

2.2.1. Data Analysis Methods

- Soil and rock stratigraphy.
- Soil bearing capacity for shallow and/or deep foundations.
- Lateral earth pressures.
- Soil-Concrete friction coefficients.
- Soil shear strength.
- Soil plasticity indices.
- Soil expansion potential.
- Soil corrosion potential.
- Building and surcharge loads.
- Groundwater seepage and drainage controls.

NV5 will develop geotechnical engineering design recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering design recommendations may include but not be limited to the following:

2.2.2 Earthwork Improvement Recommendations

- Site clearing and soil subgrade preparation.
- Exclusion of oversize fill soil materials.
- Aerial fill moisture conditioning and compaction requirements.

- Fill soil loose lift (layer) thickness requirements.
- Utility trench backfill material placement and compaction requirements.
- Retaining wall backfill material specifications.
- Retaining wall drainage.
- Surface water drainage.
- Expansive soil mitigation (not including lime, flyash or cement treatment details).
- Temporary construction dewatering methods.
- Subdrain systems (if necessary).

2.2.3 Structural Improvements

- Shallow/Deep foundation types, dimensions and embedment depths.
- Shallow/Deep foundation soil bearing capacity pressures.
- Foundation-soil sliding friction coefficients.
- Design criteria for retaining walls.
- Concrete slab-on-grade floors.
- Design criteria for roads and parking lot area asphalt concrete pavement.
- Seismic (earthquake shaking) design parameters.

2.3 TASK 3. REPORT PREPARATION

NV5 will prepare a geotechnical engineering investigation report that will present our findings. The geotechnical engineering investigation report will meet the requirements of the 2022 CBC, and the accepted geotechnical engineering principles and practices performed in California. The report will include descriptions of the site conditions, field investigation, laboratory testing and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. NV5 will deliver the final report as an electronic Portable Document Format (PDF) for distribution to the design team and building officials. The report will be signed and stamped by the California professional engineer (PE) in responsible charge of this project.

2.4 TASK 4. FINAL DESIGN PLAN REVIEW (BUDGET TO BE DETERMINED)

NV5 will review the final earthwork grading and foundation improvement plans and project specifications prior to commencement of construction to determine whether our geotechnical engineering recommendations have been implemented, and if necessary, to provide additional and/or modified recommendations. The cost associated with performing final plan review is not included herein. NV5 can prepare a contract cost amendment to include these services once the need and required effort have been determined.

2.5 TASK 5. CONSTRUCTION QUALITY ASSURANCE TESTING AND INSPECTION SERVICES (BUDGET TO BE DETERMINED)

NV5 proposes to perform construction quality assurance (CQA) monitoring of the earthwork grading performed by the construction contractor. As part of our CQA services, NV5's professional engineer will oversee and certify the earthwork grading in accordance with the plans, specifications and recommendations provided in the geotechnical engineering report. In addition, NV5 can provide special inspection services related to reinforced concrete placement and sampling, CMU construction, structural steel shop and field welding, high strength bolt testing, spray applied fireproofing, post installed concrete anchors, and more. The cost associated with performing CQA and special inspection services are not included herein. NV5 can prepare a contract cost amendment to include these services following approval of the final plans and specification and selection of a construction contractor.

3.0 SCHEDULE

NV5's proposed work schedule is based on our present and expected workload. NV5 is prepared to commence work on this project following receipt of a signed contract and notice to proceed. The site investigation will be executed within two to three weeks following receipt of the notice to proceed, utility clearance, weather permitting, permit acquisition, drill rig availability and site access permitting. NV5 estimates that the final report can be completed within three weeks following completion of the site investigation.

The time required to complete our geotechnical investigation field work may be increased as a result of encountering unforeseen subsurface conditions, adverse weather conditions, soil stability, or property access problems.

4.0 FEE

NV5 proposes to perform the geotechnical engineering services proposed in Tasks 1 through 3 above for a lump sum fee of \$13,963.95, in accordance with the attached NV5 Agreement for Construction Quality Assurance and Geotechnical Services terms and conditions. This fee includes the cost of the truck-mounted drill rig and operating crew. Full payment is due upon completion of the work and issuance of the report. This proposal cost estimate is valid for a period of 60 days from the date of issue.

This cost estimate may require modification if unusual or unexpected site conditions are encountered which significantly change the work scope and increase the associated costs, or if the client requests an expansion of the work scope, or if Colusa County requires the purchase of any additional permits in order to complete the site investigation. NV5 will not perform additional work outside the scope of services presented above until a written authorization to proceed and an approved budget augmentation are received. This proposal cost estimate is valid for a period of 60 days from the date of issue.

5.0 CONTRACT AGREEMENT

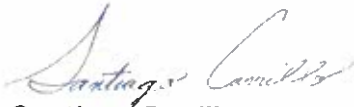
Please sign the attached NV5 Agreement for Construction Quality Assurance and Geotechnical Services contract to indicate your acceptance of this proposed work scope, schedule and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. Please email the signed contract agreement to Dominic Potestio at dominic.potestio@nv5.com, or deliver a copy to our office. Upon its receipt, NV5 will sign and issue the fully-executed contract agreement.

6.0 CLOSING

NV5 appreciates the opportunity to provide you with a proposal on this important project. If you have questions or comments, please do not hesitate to contact the undersigned at (530) 894-2487.

Sincerely,

NV5



Santiago Carrillo
Staff Engineer



Dominic J. Potestio, PE
Senior Engineer

Attachments:

1. NV5 Agreement for Construction Quality Assurance and Geotechnical Services

AGREEMENT FOR CONSTRUCTION QUALITY ASSURANCE AND GEOTECHNICAL SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2023, is by and between California Engineering Company ("Client") and NV5, Inc ("Company").

THE PROJECT is generally described as: Proposed City of Colusa WWTP Infrastructure Improvements and is located at 1480 & 2820 Will S. Green Avenue, Colusa, California ("Project Site").

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL TERMS AND CONDITIONS; and
- Company's PROPOSAL PC23.104 dated May 10, 2023 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A
N/A
N/A

Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT:

ENGINEER:

Signature:		
Print Name:		Shane D. Cummings
Title:		Director NorCal CQA- Geotechnical
Company:		NV5, Inc.
Street Address:		48 Bellarmine Court, Suite 40
City, State, Zip Code:		Chico, CA 95928
Email:		Shane.Cummings@NV5.com
Phone:		530.894.2487
Date:		

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

4. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

5. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

6. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

7. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 7 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to

make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance company acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. The insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

Item 12.

8. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

9. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

10. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

11. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

12. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

13. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

14. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

15. Intellectual Property & Work Product. (i) All processes, procedures, work product, materials, methodologies or services used or provided by CONSULTANT in connection with this Project was, shall remain, or will always be, the intellectual property of CONSULTANT. Nothing in this Agreement shall operate as a waiver of ownership or a sale of ownership of any CONSULTANT intellectual property. (ii) Client represents and warrants that Client owns and/or has the right to use the intellectual property that is contained in any instrument, report, media, drawing, design, submittal, or document that Client provides to CONSULTANT in connection with the Project, and that said Client-provided document does not and shall not infringe, misappropriate, or violate the intellectual property rights of any third-parties (iii) All documents including reports, electronic media, and drawings, prepared or furnished by CONSULTANT and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and CONSULTANT will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse

of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the Client and Consultant agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions.

Item 12.

16. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

17. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

18. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

19. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

20. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

21. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

22. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

23. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

24. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

25. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.



City of Colusa California

STAFF REPORT

DATE: June 20, 2023
TO: Mayor and Members of the City Council
FROM: Sadie Ash, via Jesse Cain, City Manager

AGENDA ITEM: Consideration and approval of Resolution for the Community Sake Grant Program offered to local community organizations.

Recommendation: The Council to approve the proposed Resolution 23-

BACKGROUND ANALYSIS:

In May 2023, Council approved a proposed spending plan for ARPA funds received due to the Covid pandemic in 2021. The total amount allocated to the City of Colusa was \$1.4M.

One of the items of approved spending plan was the creation and issuance of grant funding to local community non-profits and organizations. An amount of \$15,000.00 for fiscal year 2023/24 and \$15,000.00 for fiscal year 2024/25 was approved. The goal of this program is to assist our community partners in hosting events, creating and running projects and programs, that directly impact the quality of life for Colusa residents.

The proposed overview and information provided is how the City Staff will issue the grant, including application and requirements, to hold all parties accountable and provide a fair and accurate stream of work. The city will issue a NOFA (notice of funding), to our community partners with an application, and a letter encouraging them to utilize these funds to help their groups grow and serve with some financial ease.

Staff recommends that council either (1) approve process as presented and allow city staff to bring applications and proposed awarding to council for final approval, or (2) approve process as presented and assign an ad-hoc committee consisting of two council members for grant application approval.

BUDGET IMPACT:

\$15,000 for FY 23/24 and \$15,000 for FY 24/25

Total of \$30,000 for the next two fiscal years

STAFF RECOMMENDATION:

Approve Resolution 23-

Attachment, Community Sake Grant Outline, policy and application

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING
THE CITY TO MOVE FORWARD WITH THE COMMUNITY SAKE GRANTS PROGRAM**

WHEREAS, on June 20, 2023, the City of Colusa City Council agrees to implement the community sake grant program and;

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

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

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

Passed and adopted this 20th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk

POLICY

1. Non-profit organizations may file an application for the Community Sake Grants Program. Applications must be submitted by July 31, 2023 for funding for the 2023/24 fiscal year, and March 31, 2024 for fiscal year 2024/24 for funding the following fiscal year. Applications must be submitted to the Finance Department prior to each deadline. Application forms may be obtained from the Finance Department, 7:00 A.M to 5:00 P.M., Monday through Thursday, or off the City website page (www.cityofcolusa.com).
2. Public funds shall be made available only when the funds are to be expended for a community program, project or event, that will contribute to the quality of life for Colusa residents.
3. No organization may apply for funding if it failed to meet any of the post application requirements from the prior year (see paragraph 12, 13 & 14).
4. Funds will not be allocated to:
 - a) Political action committees, political candidates, or political campaigns;
 - b) Any organization conducting a religious activity;
 - c) For the rental of the City owned facilities.
5. Funding requested from membership based adult organizations will not be considered if the funds requested are to be used to directly benefit its members and not the community at large.
6. Funding requested from youth sports group will be considered only if the request is to support the youth sports group in a regional, state or national competition, but not for travel out of the country, and provided that the requesting group is predominately composed of Colusa residents.
7. Requests for funding will be considered by the City Council only during the periods determined in this Council Policy and submitted on the appropriate application form.
8. Funding of a program will not constitute a precedent for contributions in subsequent years.
9. All applications will be submitted to the Finance Department for analysis and recommendation to the Budget Subcommittee and ultimately to the City Council. In its evaluation, the Budget Subcommittee shall consider and evaluate the following criteria:
 - a) The non-profit status of the organization.
 - b) The number of citizens within the community that will benefit directly by the expenditure as well as the ratio of Colusa residents served to the total number of individuals served.
 - c) Adherence to the stated policies of the City of Colusa

- d) Whether or not a public need will go unmet without the contribution
 - e) The degree to which the goodwill of the City of Colusa will be promoted.
 - f) The degree to which the cause has been recognized as a contribution to the community Whether or not the contribution could expose the City to civil liability The amount of the request. Whether the ratio of administrative costs to program costs exceeds 25% of the program budget.
11. After review, the Budget Subcommittee shall make a recommendation to approve, deny, or modify the funding request and approve as modified.
12. Post Application Requirements:
- a) Not discriminate in employment or in clients served because of race, religion, national origin, or sex.
 - b) Be accountable for revenue and expenditures through standard bookkeeping procedures. An annual audit or review at the applicant's expense may be required, with the results available to the City of Colusa upon request.
 - c) Provide access to periodic reviews by City staff and City Council for purposes of monitoring the program.
 - d) Provide the City with an interim end of the year full financial accounting and narrative report by the close of May 31.
 - e) The year-end report shall be submitted in writing and may be brief but should include a financial summary indicating how funds have been expended during the period and a narrative commenting on development of the program. The end of the year shall be within 30 days after May 31. This report must include a complete financial statement detailing all expenditures of the City monies for the program(s) covered under the grant and a narrative report on the project and its significance. The financial and narrative report should compare actual expenditures and accomplishments with the budget and objectives cited in the original proposal.
13. Funded applicants must return to the City any unexpended funds at the end of the one-year funding period, or whenever, the City determines that the applicant has not performed in accordance with the approved program proposal.
14. Any funds returned in accordance with the policy shall be returned to the City ARPA Fund, to be allocated in accordance with the policy.
11. City moneys shall be used only for the purpose and program(s) duly authorized and in accordance with the approved budget. Any deviation

from the approved program proposal may be made only with the City's prior written approval. If not, funds must be returned immediately to the City.

16. Each year, and in accordance with the established time line, the City Council will develop its funding allocations within the following categories for Community Sake Grant Funding:

- a) Parks and Recreation, including but not limited to:
 - i. Outdoor Recreation
 - ii. Youth services and athletics
 - iii. Hospitality Program
- b) Arts and Cultural, including but not limited to:
 - i. Event and Tourism Resources
 - ii. History and Culture Education
 - iii. Music & Theater Events
- c) Environmental Quality and Sustainability, including but not limited to:
 - i. Clean air quality / pollution control
 - ii. Climate action initiative
 - iii. Go Green! Support
- d) Health & Community/Human Services
 - i. Health and Safety, Food / Nutrition
 - ii. Crisis Intervention Facilities
 - iii. Senior Citizen Resources
- e) Economic Vitality
 - i. Workforce training
 - ii. Business development, incubation or acceleration
 - iii. Business attraction, retention / expansion program

COMMUNITY SAKE GRANT

APPLICANT INFORMATION

Name of Organization

Type of Organization (attach copy of 501(c)(3) Certification)

Contact Name

Address of Organization (must be located or do business in the City of Colusa)

Phone and Email

REQUEST INFORMATION

Amount Requested

Total Project/Program/Event Cost

Project/Program/Event Title

Date(s)

1. Briefly describe the project and the specific purpose for which you are requesting funds

2. What results do you hope to achieve and how will those results be sustained after this grant period?

3. Give a detailed budget for your project/program/event and (a) include the time frame of your budget and (b) how the funds will be used if granted.

Item 13.

4. Please indicate any collaboration which will take place on this project/program/event in the way of other funding, staffing, in-kind contribution, and joint participation.

5. How do you propose to publicize and involve the community in the project?

6. How will you evaluate the success of your project? What reporting mechanism will you use to communicate your progress to the Council and community?

Name & Signature

Date

Approval

Hybrid Renewable Electric Energy Power Purchase Agreement

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

RECITALS:

The following Recitals are a substantive part of this PPA.

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

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

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

AGREEMENT:

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

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

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

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

Schedule 1 Description of the Premises &

System Schedule 2 kWh Rate

Schedule 3 Estimated Annual Production

Schedule 4 Notice Information

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

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

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

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

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

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

14. Insurance.

- a) General Liability Coverage. From the Effective Date until termination or expiration of the Term, Provider and its contractors and subcontractors and Purchaser each agree to maintain or cause to be maintained General Liability insurance against claims for bodily injury, loss of life or property damage occurring on the Property (including within the buildings thereon); and on the portion of the street and the sidewalks adjacent thereto with bodily injury, loss of life and property damage coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per

occurrence. Such insurance may be in the form of blanket liability coverage applicable to the Property and to other property owned or occupied by Purchaser or Provider, as applicable. The other Party shall be named under the applicable policy as Additional Insureds.

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

15. Taxes.

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

16. Default.

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

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

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

19. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or

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

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

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

and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

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

address as either party may from time to time designate in writing by providing notice to the other party:

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

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

Attn:

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

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

Provider

Purchaser

By: _____ By: _____

Robert L Norman, Managing Member Date

Jesse Cain, City Manager – Colusa Date

SCHEDULES

I. Schedule 1: Description of Premises and System

HREEPPA Premises: 2861 Niagara Ave. Colusa, CA 95932

Hybrid Renewable Electric Energy output: 0-5MW

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

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

II. Schedule 2: kWh Rate

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

Y ea r of Sy st e m Te r m	k W h R a t e [*] (\$ / k W h)	Y ea r of Sy st e m Te r m	k W h R a t e [*] (\$ / k W h)
1	.16	11	Year 11-20
2	.16	12	To be

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

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

III. Schedule 3 – Estimated Annual Production

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

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

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

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

Schedule 4 – Notice Information

Purchaser:

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

Attn: Jesse Cain City Manager
530-682-2933

Provider:

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

Wayne Herling
760-214-1367

Robert Norman, CPA
559-816-8651

Brian Halloran Legal Counsel
303-641-3841