



## CITY COUNCIL MEETING

Tuesday, January 21, 2025

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### AMENDED AGENDA

**Zoom Information:** <https://us06web.zoom.us/j/85200701051> Mobile (669) 444-9171

Meeting ID 852 0070 1051 Passcode 086453

Mayor – Ryan Codorniz  
Mayor Pro Tem – Denise Codorniz  
Council Member – Daniel Vaca  
Council Member – Greg Ponciano  
Council Member – Dave Markss

#### CALL TO ORDER

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

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

#### PRESENTATION

1. 5-Year Service Award - Gumercindo Salazarr III

**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 - Police Department December report
3. Receive and File - Code Enforcement December report
4. Receive and File - Treasurer's October report
5. Receive and File - Parks, Recreation & Tree Commission Quarterly report

#### COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

#### PUBLIC HEARING

6. Public Hearing for the Wastewater Control Plant Annexation and requesting the City Manager to initiate the entitlement process and the California Environmental Quality Act review, authorizing the City Manager to execute necessary contracts and expend funds and to bring back the item at a future meeting

Recommendation: Open the Public Hearing and take public comments;

Council to adopt the Resolution requesting the City Manager to initiate the entitlement process and necessary California Environmental Quality Act Review for annexation of unincorporated territory to the City of Colusa involving approximately 697.37 acres and adjacent public right-of-ways acres and development of city-owned property for future construction of a cannabis operation (APN's 017-020-024, -025, -026, -027, 017-030-079, -080 AND 015-130-128, -129, 015-130-068, -082)

## **COUNCIL CONSIDERATION**

7. Consideration of a Resolution authorizing the City to publicize the Measure B Citizens Oversight Committee's Annual Report (FY 2023/2024).

Recommendation: Council to adopt the Resolution authorizing the City to publicize the Measure B Citizens Oversight Committee's Annual Report (FY 2023/2024)

8. Consideration of a Resolution authorizing the City Manager to waive the request for proposal process and sign the consulting services agreement with Element Land Solutions for Planning

Recommendation: Council to adopt the Resolution authorizing the City Manager to waive the request for proposal process and sign the consulting services agreement with Element Land Solutions for Planning

9. Consideration of a Resolution approving the proposal and contract amendment with NV5 for geotechnical engineering evaluation services.

Recommendation: Council to adopt the Resolution approving the proposal and contract amendment with NV5 for geotechnical engineering evaluation services

## **DISCUSSION**

Sidewalk Vendors, Pop-Ups (flower stands, etc.) without Business Licenses

## **FUTURE AGENDA ITEMS**

## **ADJOURNED TO CLOSED SESSION**

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

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

**REPORT ON CLOSED SESSION**



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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) 458-4941 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”

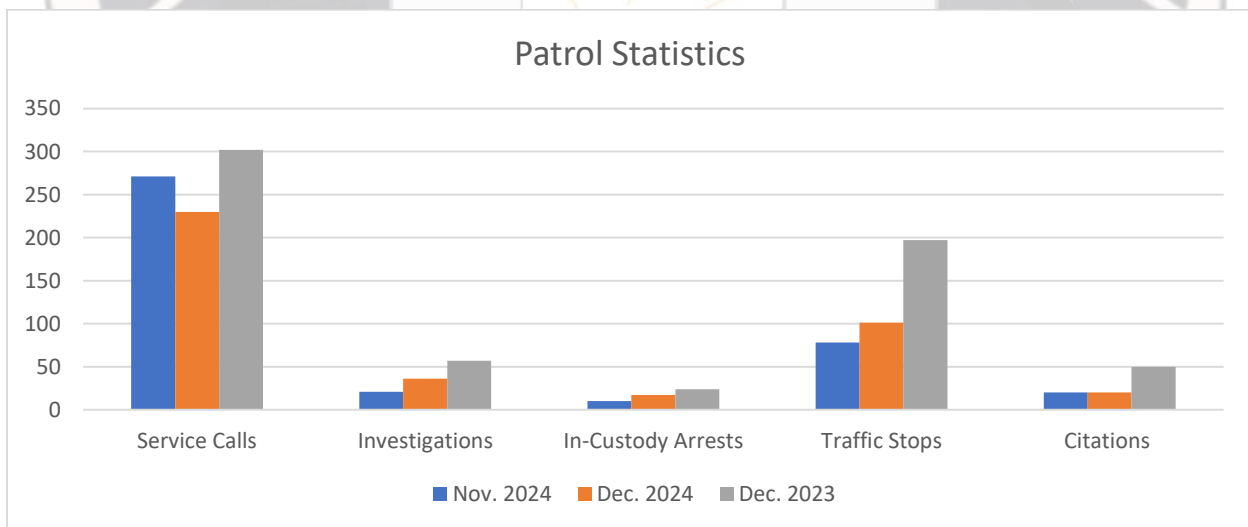
# Colusa Police Department

## *Monthly Report for December 2024 and Yearly Statistics for 2024*

### Monthly Activities

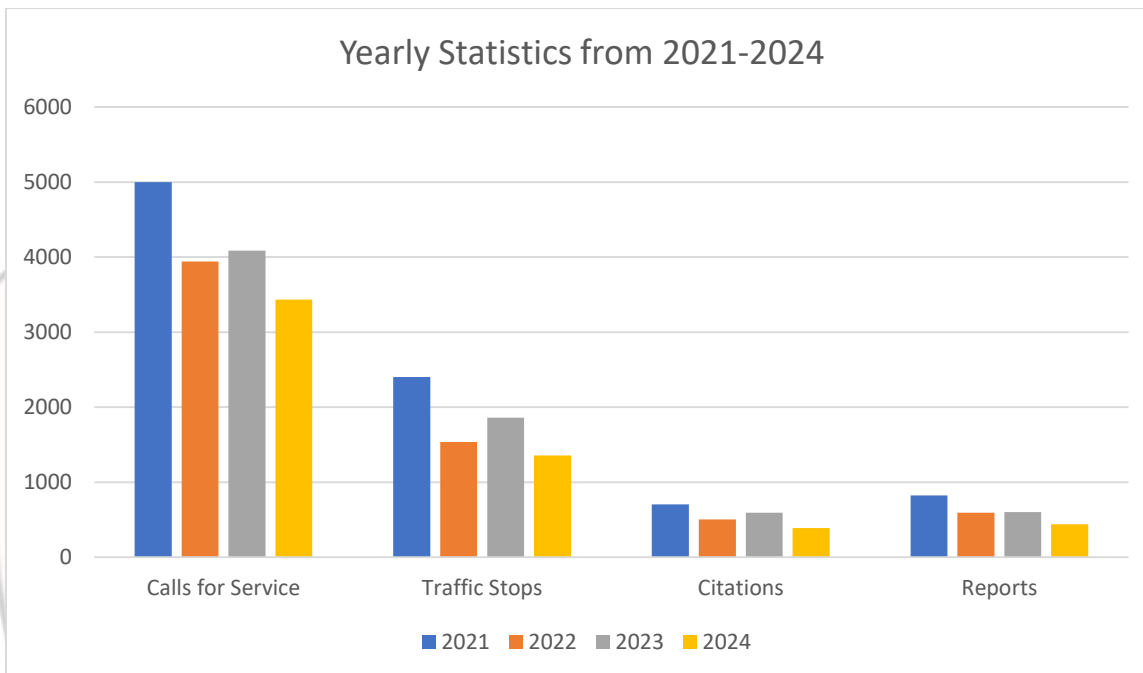
- City Council Meetings
- Participated in the School Attendance Review Board (SARB)
- Attended Colusa County Task Force Meeting
- Attended City of Colusa Employee Holiday Lunch
- Participated in Christmas Tyme in Colusa

### Monthly Statistics



- There were 230 calls for service for patrol officers with 15 agency assists. The call volume in December was slightly lower than November's. The call volume of 2024 continues to be lower than that of 2023.
- During December 2024, there were 17 in-custody arrests. There were no citations issued in lieu of a subject being booked in jail. There were 5 domestic violence related incidents reported in November with 3 resulting in an arrest. There were 36 reports initiated. The monthly average is typically around 40.
- During the month of December, officers initiated 101 traffic enforcement stops. There were 20 citations issued. The citations were issued for various moving and mechanical violations. There were 4 reportable traffic collisions which were all without injuries. 'Hit and Run' collisions are not included in these statistics but instead are included in crime statistics. There were 2 DUI related arrests, one involving a collision.

- The Police Services Manager handled 60 calls for service during the month of December. These calls for service don't include telephone calls handled by the Police Services Manager.



The year 2024 saw a drop in calls for service as compared to the three prior years. In 2024, there were a total of 3,432 calls for service. During 2021, there were 5,000 calls for service however in the subsequent years, the call volume has decreased. The statistics from 2022 are like that of 2024. Due to significantly low staffing in 2024, there is a direct correlation to lower statistics associated with proactive tasks such as traffic enforcement stops, including DUIs. With low staffing levels, officers' time is primarily consumed with responding to calls for service and follow-up investigations. Hopefully with the addition of 3 new officers, the 2025 statistics will be more balanced.

### Items of Interest

- Officers Herrera, Lambgino, and Sanchez successfully graduated from the Butte College Law Enforcement Academy on December 6<sup>th</sup>. They were sworn in on December 10<sup>th</sup> and began their Field Training Program. They tentatively will complete training in March.
- Christmas Tyme in Colusa went off without a hitch. The feedback associated with moving the event to Main Street has been mostly positive. Additionally, having the event on Main Street saved on staffing resources and alleviated traffic congestion typically created due to closure of Market Street.
- ATTENTION PARENTS! Please do NOT allow your children to drive without being properly licensed. Not only will your child be cited for being an unlicensed driver, but your vehicle is also subject to being towed. The fine for being an unlicensed driver is approximately \$400.00. The fees with the vehicle being towed in approximately \$250.00. Finally, you as the parent, could

be criminally charged with violating section 14604(a) of the California Vehicle Code which is a misdemeanor. The minimum fine alone is approximately \$700.00. This doesn't include the lost wages from missing work and other possible court associated fees as well. Is the 'convenience' of having your child drive themselves to school really worth it?

- SCHOOL PATROL NOTES: Please don't stop in the roadway and drop off your children. This is not only illegal but dangerous. Please pull to the curblane (not one painted red) or designated drop off/pick up area. DO NOT BLOCK CROSSWALKS! We are very fortunate to have Mel volunteering her time at Egling as a crossing guard. She keeps things moving at Webster and 8<sup>th</sup> Street which is greatly appreciated.



**Code Enforcement Monthly Report**

**12/01/ 2024 to 12/31/2024**

**Total Alleged Violations: 8**

***(Complaints Resolved in the Field)***

**Active: 0**

**Pending: 0**

**Compliance / Closed: 7**

**Complaints Received: - 6 (via landline) / - 1 (email portal) / - 1 (In Person)**

*Continuous Parking 11-8(z) & Expired Vehicles / Abandoned Junk / Animals*

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**Letters: 0**

**In the field findings:**

**Shopping Carts: (4)** (Sav Mor / (1) Rite Aid (0) Dollar General; All Returned

***Note: Business(es) advised to pick up carts as needed***

***Tagged Vehicle(s) – Towed (1) Vehicle***

**Types of Violations:**

Vehicle - *Parking Issues* / Nuisance Junk / Animals – Crowing Rooster(s)

**Continuous Follow Ups Conducted Daily – *Compliance in Progress***

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**Training / Education**

Continue Community & Resource Relations / Translating Codes & Ordinance(s) into Spanish while interacting with Hispanic Community / Attended online meetings and recorded software trainings

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**Notes:**

Daily drive-bys / Walkthrough of Cannabis Locations (odor inspections) - Equipment Inspections / Cannabis Facility Walk Through's / Pending projects: Nuisance / Checked in with Cannabis Partners / Continuous Research of relevant trainings / Attended Staff and Council Meetings



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

ITEM FOR JANUARY 21, 2025

To: Colusa City Council Members

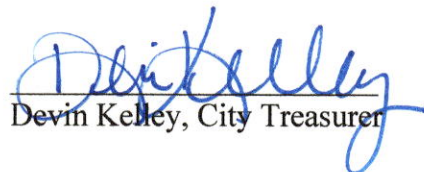
Re: Treasurer's Report for month ending October 2024

Please find the attached financial reports for your review. Based on the information provided to me by the finance department at the direction of the City Manager, I am able to verify the bank balance, LAIF balance, and petty cash balance as of October 31, 2024.

I have included a summary below:

Bank Balance as of October 31, 2024	\$4,056,855.64
Outstanding payables as presented	(555,279.60)
LAIF Balance as of October 31, 2024	11,529,426.80
Petty Cash as of October 31, 2024	500.00
Balance as presented as of October 31, 2024	<u>\$15,031,502.84</u>

Respectfully submitted,

  
Devin Kelley, City Treasurer



**CITY OF COLUSA, CALIFORNIA  
BANK RECONCILIATION  
FOR THE MONTH OCTOBER 2024**

Item 4.

***Bank Records:***

Wells Fargo Bank Balance - October 31, 2024	\$ 4,056,855.64
Wells Fargo Escrow Account Balance - October 31, 2024	-

ADD / SUBTRACT:

Outstanding Accounts Payable	(549,847.82)
Outstanding Payroll Payable	(5,431.78)

Reconciling Items:	-
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Reconciled Checking Balance - Wells Fargo Bank - October 31, 2024	3,501,576.04
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LAIF Balance - October 31, 2024	11,529,426.80
Petty Cash Balance - October 31, 2024	500.00

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<b>Total Reconciled Bank Balances - October 31, 2024</b>	<b><u><u>\$ 15,031,502.84</u></u></b>
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***City Records (Post Journal Entries):***

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 3,510,199.26
10995 - LAIF	11,529,426.80
10100 - Petty Cash	500.00

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Total Checking and LAIF	\$ 15,040,126.06
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ADD / SUBTRACT:

Credit Card Deposits in MOMS - Not In Bank	(15,560.68)
Rec.Desk not posted - In Bank	(1,404.86)
Credit card Pmt in MOM-Not in the bank	
Calpers payment made in Nov.	8,342.32

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<b>Total Reconciled Book Balance - October 31, 2024</b>	<b><u><u>\$ 15,031,502.84</u></u></b>
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### Quarterly Commission Report

PRT

Covering Dates from October 3, 2024

Preparation Date 10/3/24

Prepared By: Leslie Poland

Meeting Dates					
Oct 3, 2024					

Please indicated attendance by: P –present and on time, L –present but late, A –absent

**Present:**

- Elizabeth Yerxa, Chair
- Jamie Davis-Meyer, Vice Chair
- Leslie Poland, Secretary
- Thomas Roach, Commissioner
- Patty Hickel, Commissioner
- Jesse Cain, City Manager
- Denise Conrado, City Council
- Ryan Cordinez, City Council
- Cliff Burrious, Recreation Director
- Absent
- Cynthia White, Commissioner

Actions Taken (Please list all actions taken, recommendations made, ongoing discussions):  
Reviewed Pickleball locations in the various parks in the city. Commissioners voted to place pickleball courts in Sankey park

**NEW BUSINESS: Next meeting scheduled for November 18, 2024**

Topic:

- 2.) Topic:
- 3.) Topic:
- 5.) Topic:



## City of Colusa California

### STAFF REPORT

**DATE:** January 21, 2025  
**TO:** City Council – Public Hearing Regarding Wastewater Control Plant Annexation  
**FROM:** Jake Morley, Planning Consultant Through Jesse Cain, City Manager

**AGENDA ITEM:** City Council to hold a public hearing for the Wastewater Control Plant Annexation and requesting the City Manager to initiate the entitlement process and the California Environmental Quality Act review, authorizing the City Manager to execute necessary contracts and expend funds and to bring back the item at a future meeting.

**Report in Brief:** The proposed annexation boundary includes 10 parcels and three public right of ways, totaling approximately 686.43 acres. Of the properties, 6 are owned by the City of Colusa (APN 017-020-024, -025, -026, -027, 017-030-079, -080) which abut the Wastewater Control Plan while the remaining properties are known as Brookins Ranch Estates (APN 015-130-128, -129, 015-130-068 and -082). The right-of-ways are Will. S Green Avenue from Highway 20 to the south for approximately 4900 linear feet and then west towards the Wastewater Control Plan for an additional 2300 linear feet. The other right-of-way consist of Westcott Road, on the western side of the City property, containing approximately 5637 linear feet. All the right-of-way total approximately 14.78 acres and are in various degree of improvement.

**Recommendation:** Staff recommends that the City Council hold a public hearing and direct the City Manager to initiate the entitlement process and subsequent California Environmental Quality Act review including entering necessary contracts to facilitate the process.

#### **BACKGROUND:**

##### City Owned Property

In 2018, the City of Colusa purchased the 509 acres of land immediately east of the Wastewater Pollution Control Plan (WWCP) for approximately \$4.7 million dollars utilizing funds that were reimbursed from a state grant. Since that time, the City has leased the property for local agricultural purposes, which generates approximate \$180,000 to \$250,000 a year, while simultaneously using excess treated water from the WWCP to irrigate the fields. The subject site is routinely planted with seasonal crops, such as tomatoes and actively farmed including tilling and disking of the fields. Because these City owned lands are outside

city limits, the City pays \$60,000 to \$80,000 a year taxes a year, a cost savings once annexation is complete.

### Brookins Ranch

Brooking Ranch, as discussed in the General Plan, consist of lands that are zoned for low density development. The General Plan specifically states:

*The Brookins Ranch Estates property consists of a 161.4- acre vacant site located on unincorporated land adjacent to the southwest boundary of Colusa. It is bounded on the west by Will S. Green Avenue, on the north by Colusa High School, on the east by Tennant Estates subdivision (approximately one-quarter mile west of Wescott Road), and on the south by the old railroad right-of-way. The site, which is designated Agriculture Transition (A-T) in the Colusa County General Plan, has not been farmed recently but contains farm buildings along with a single-family residence.*

*The City's intent for this planning area is that it be annexed to the City with a land use designation of low-density residential LDR. Based on a mid-range density of six dwelling units per acre, the General Plan would allow for maximum development of approximately 600 units. Brookins Ranch would be developed asa planned development to provide flexibility in site design and densitydistribution.*

### Public Right of Way

The proposed annexation boundary consist of two public right of ways. Will S. Green Avenue and portions of Wescott Road. Will S. Green Avenue extents to the South from Highway 20 then west towards the City's Wastewater Plant. This road is the main access to the plan and just beyond the Pirelli facility and High School it is not paved. This portion of Wescott Road is also unpaved and abuts parcels currently owned by the City on the western boundary of the annexation area.

### Land Swap

As part of the annexation process, the City is examing the ability to conduct a land swap of a partion of the City owned property with a private property owner of parcels (002-270-010, 002-270-011, 002-270-012 and 002-270-013) which abut East Clay Street to the north. This exchange of properties and proposed land uses will be examed as part of the environmental review process.

### **DISCUSSION AND ANALYSIS:**

The Cortese-Knox (CKH) Act establishes a Local Agency Formation Commission (LAFCO) within each county of California. Each LAFCO is made up of elected officials of the county, cities, and, in some cases, special districts in each county. LAFCOs establish the spheres of influence (SOI) for all the cities and special districts within the county. These decision-making government entities are charged with the responsibility of land use decisions within a city's SOI, such as annexation, special district formation, and the incorporation of new cities.

The subject properties are located within the Sphere of Influence (SOI) for the City of Colusa. An SOI is a boundary of unincorporated areas that is designatd geographic area represents

the probable future boundaries and services of the a City, essentially outlining the territory where a city is likely to expand and provides services. These boundaries are based on factors like current services capabilities, populations needs, infrastructure capacity. Generally speaking, lands that are within the SOI but out of the City limits are influenced and impacted by City services to some degree, but the City does not have direct jurisdiction over land use decisions made within the unincorporated SOI.

### **PUBLIC CONTACT AND ENVIRONMENTAL REVIEW**

A 20-day public hearing notice was mailed to all landowners and residence within 300 feet of the boundaries of the annexation area, and a legal notice was published in the Pioneer Review on January 3<sup>rd</sup> 2025.

Future environmental review will be conducted to analysis the entire project and required public notices will be appropriately posted as necessary on CEQASubmit, the City;'s website and Pioneer Review. Authorizing the City Manager to expend funds, initiate applications and secure necessary contracts are exempt from the California Environmental Quality Act pursuant to section 15378.

### **BUDGET IMPACT**

The City will, in partnership with Triple Crown pay for necessary environmental analysis and third party reports, and engineering which are estimated to be \$60,000. Once annexation is complete a reduction in taxes on lands owned by the City of Colusa resulting in a savings between \$60,000 to \$80,000 which is currently being expended.

### **ATTACHMENTS**

1. Resolution of the City Council  
Exhibit I – Annexation Plat

## RESOLUTION NO. 25-\_\_

A RESOLUTION OF THE CITY OF COLUSA  
REQUESTING THE CITY MANAGER TO INITIATE THE ENTITLEMENT PROCESS AND  
NECESSARY CALIFORNIA ENVIRONMENTAL QUALITY ACT REVIEW FOR  
ANNEXATION OF UNINCORPORATED TERRITORY TO THE CITY OF COLUSA  
INVOLVING APPROXIMATELY 697.37 ACRES AND ADJACENT PUBLIC RIGHT-OF-  
WAYS ACRES AND DEVELOPMENT OF CITY OWNED PROPERTY FOR FUTURE  
CONSTRUCTION OF A CANNABIS OPERATION  
(APN'S 017-020-024, -025, -026, -027, 017-030-079, -080 AND 015-130-128, -129, 015-130-  
068, -082)

WHEREAS, the Council of the City of Colusa desires to initiate the entitlement process for annexation of unincorporated properties that are located in the sphere of influence and identified in the General Plan is attached here too and made part of hereof as Exhibit A, and;

WHEREAS, the Council of the City of Colusa desires to process a land swap with a private property owner who owns 83.66 acres (002-270-011, 002-270-012, 002-270-013) on the northern side of East Clay Street, and;

WHEREAS, the Council of the City of Colusa hereby gives the City Manager direction to execute necessary contracts and expend necessary funds to process environmental review of the project, to hold necessary future public hearings and meet noticing requirements; and 692.37-acre territory is located within the City of Colusa Sphere of Influence and within the same County, and;

WHEREAS, a duly noticed public hearing on this resolution was held on January 21 2025 by the City Council of the City of Colusa; and

WHEREAS, the Council certifies that this direction is exempt from California Environmental Quality Act review pursuant to Section 15378.

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

1. Recitals. That the foregoing recitals and findings are true and correct.
2. Authorization to City Manager. That City staff is hereby directed to prepare all such documents as may be required to facilitate the City Annexation and Land Swap.
3. Effective Date. This Resolution shall be effective immediately.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COLUSA ON THE \_\_ DAY OF \_\_\_\_\_ 2025, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

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RYAN CODORNIZ, MAYOR

ATTEST:

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Shelly Kittle, City Clerk

EXHIBITS

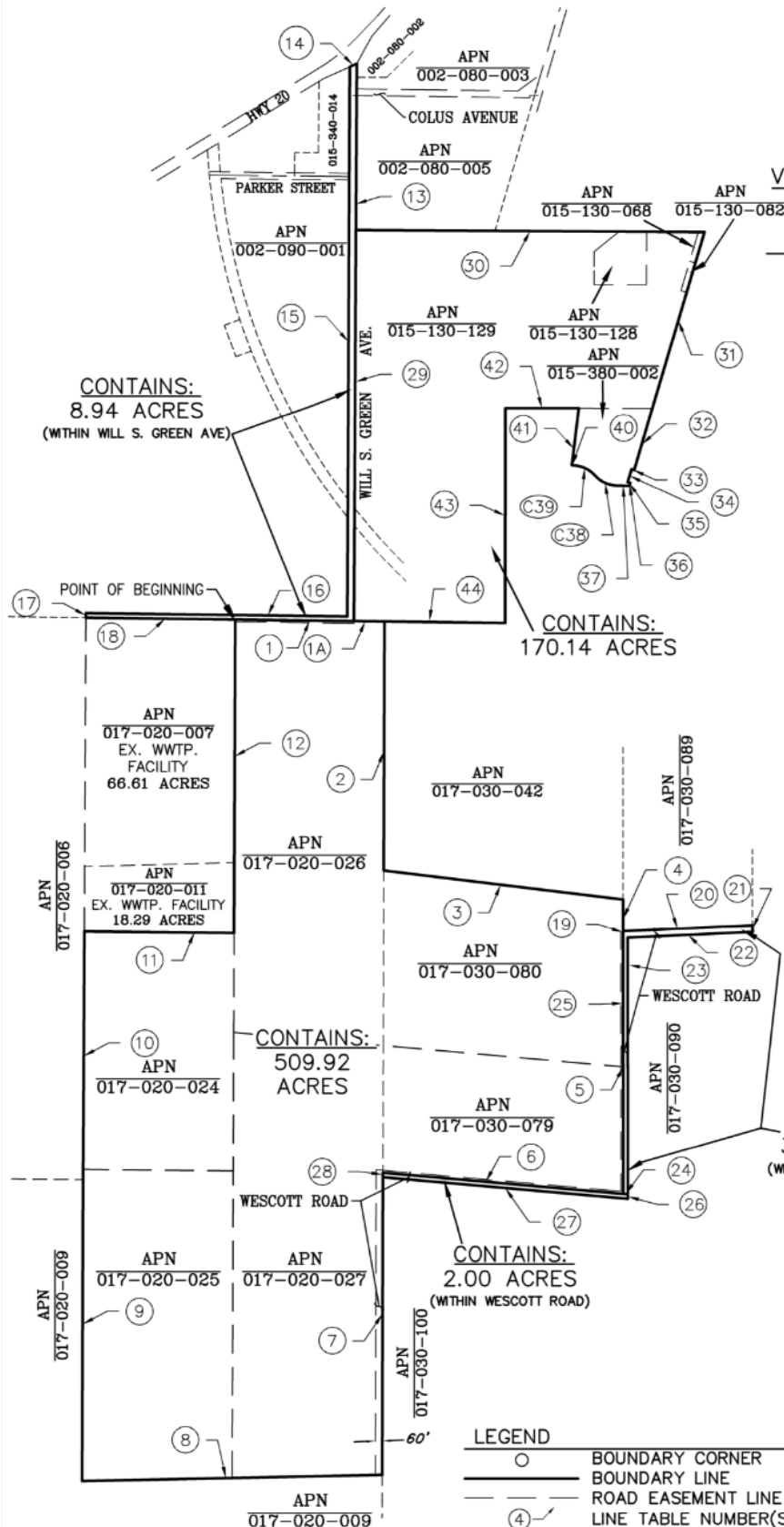
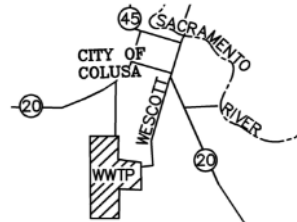
A: Annexation Exhibit

**EXHIBIT A**  
**ANNEXATION EXHIBIT**



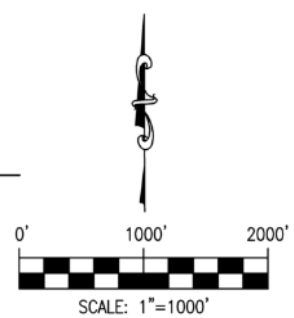
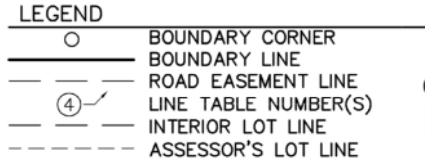
## EXHIBIT A

### CITY OF COLUSA WASTEWATER TREATMENT PLANT ANNEXATION MAP



LINE & CURVE TABLE

1	S89° 15' 53"E	1050.51'
1A	S89° 15' 53"E	1319.80'
2	S00° 09' 22"W	2222.57'
3	S83° 01' 41"E	2131.29'
4	S00° 05' 25"E	302.22'
5	S00° 01' 22"E	2322.14'
6	N84° 56' 00"W	2132.61'
7	S00° 08' 31"W	2695.20'
8	S88° 48' 45"W	2653.44'
9	N00° 10' 51"E	2687.38'
10	N00° 17' 13"E	2213.94'
11	S89° 26' 23"E	1323.80'
12	N00° 12' 15"E	2796.09'
13	N00° 16' 09"E	4968.34'
14	S65° 51' 30"W	65.90'
15	S00° 16' 09"W	4900.62'
16	N89° 15' 53"W	2310.28'
17	S00° 17' 13"W	40.00'
18	S89° 15' 53"E	1319.80'
19	N00° 05' 25"W	20.00'
20	N87° 21' 23"E	1143.04'
21	S03° 50' 57"E	60.00'
22	S87° 21' 23"W	1100.04'
23	S00° 01' 22"E	2282.14'
24	N84° 56' 00"W	40.00'
25	N00° 01' 22"W	2322.14'
26	S00° 01' 22"E	40.00'
27	N84° 56' 00"W	2172.73'
28	N00° 08' 31"E	40.00'
29	N00° 16' 09"E	3484.39'
30	S89° 39' 51"E	3081.54'
31	S16° 21' 09"W	1635.48'
32	S16° 15' 48"W	573.73'
33	N73° 44' 12"W	25.00'
34	S16° 15' 48"W	119.66'
35	S73° 44' 12"E	25.00'
36	S28° 49' 05"W	27.46'
37	S89° 40' 35"W	100.00'
C38	$\Delta = 47^{\circ}55'58''$	R=270.00' L=225.88'
C39	$\Delta = 47^{\circ}55'58''$	R=270.00' L=225.88'
40	S89° 37' 03"E	4.67'
41	S06° 48' 33"W	512.25'
42	N89° 57' 51"W	649.84'
43	S00° 02' 09"W	1914.92'
44	S89° 15' 53"W	1335.45'



NOTE: FOR ASSESSMENT PURPOSES ONLY.



## City of Colusa California

### STAFF REPORT

**DATE:** January 21, 2025  
**TO:** Mayor and Members of the Council  
**FROM:** Jesse Cain, City Manager

**AGENDA ITEM:** Approve Resolution 25-

**Recommendation:** Council approves Resolution 25– authorizing the City to publicize the Measure B Citizens Oversight Committee’s Annual Report (FY 2023/2024).

**BACKGROUND ANALYSIS:** The Measure B Citizens Oversight Committee was formed to ensure transparency and accountability in the use of funds generated by Measure B, a local sales tax measure. The committee meets quarterly on the first Wednesday of the month of each quarter. Committee members serve four-year terms from 2023-2027, coinciding with the duration of Measure B, which will sunset unless renewed by voters in 2026.

This citizen-led committee plays a crucial role in upholding public trust and ensuring that Measure B funds are used as intended to benefit the Colusa community. We are pleased to present the attached Measure B Annual Report for fiscal year 2023/2024.

Our goal is to distribute the Oversight Committee’s Annual Report in print (as a trifold placed around the City and as part of the February 2025 water bill mailer) and digitally (on the city’s website, on the Measure B website, and linked to from the city’s newsletter) for public knowledge and to maximize transparency around the use of Measure B funds.

**BUDGET IMPACT:** \$0

**STAFF RECOMMENDATION:** Council to approve the Resolution

**ATTACHMENT:** Resolution 25-\_\_\_ and Measure B Annual Report (Fiscal Year 2023/2024).

**RESOLUTION NO. 25-\_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING PUBLICATION OF THE MEASURE B CITIZENS OVERSIGHT COMMITTEE’S ANNUAL REPORT (FY 2023/2024)

**WHEREAS**, the City of Colusa City Council agrees to approve the publication of the Measure B Annual Report (FY 2023/2024) and;

**WHEREAS**, on January 21, 2025, the City of Colusa City Council approves the Measure B Annual Report (FY 2023/2024);

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the Resolution authorizing the City Business Office to publicize the Measure B Annual Report (FY 2023/2024) on our City webpage, the Measure B webpage, in the water bill mailer, linked to via and/or attached through the city’s newsletter, and for printed copies to be distributed throughout the City and;
3. Effective Date. This Resolution shall be effective January 21, 2025.

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 Twenty-first day of January 2025, by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

\_\_\_\_\_  
 RYAN CODORNIZ, MAYOR

ATTEST:

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

# MEASURE

# B

## ***Completed Projects***

### Colusa Road Repave & Repair Phase 1

Fall 2024

Funding:

Measure B - \$700,000

Cannabis Fund - \$500,00

## ***Upcoming Projects***

### C.D. Semplel Park Playground

Measure B - \$175,000

ARPA Fund - \$125,000

### Refresh, Revitalize, Rejuvenate Colusa Parks

Measure B - \$48,000

CCLGP - \$381,000

### Tree Trimming and Maintenance

Measure B - \$70,000

### Colusa Road Repair and Repave Phase 2

Measure B - TBD

CalRecycle TTA Funding - \$162,000



For the Fiscal Year 2023/2024, all spending of Measure B funds has adhered to the general recommendations set forth by the Measure B Oversight Committee. The committee would like to applaud all Colusans for their commitment to shopping locally, which contributes to the growth of this fund and enhances our community's roads, parks, trees, as well as addressing the needs of our police and fire departments.

## **Meaure B Citizens Oversight Committee**

**Chair, Vicki Pulsifer**  
**Vice-Chair, Christian Cowsert**  
**Secretary, Mark Leidner**  
**Ralph Newlin**  
**Marilyn Acree**

The Measure B Citizens Oversight Committee was formed to ensure transparency and accountability in the use of funds generated by Measure B, a local sales tax measure. Residents applied for committee membership through an open application process, and members were carefully selected by the Colusa City Council.

The committee meets quarterly on the first Wednesday of the first month of each quarter at 5:00 PM to review expenditures and provide oversight for Measure B funds. Committee members serve four-year terms from 2023 to 2027, coinciding with the duration of Measure B, which will sunset unless renewed by voters in 2026.

This citizen-led committee plays a crucial role in upholding public trust and ensuring that Measure B funds are used as intended to benefit the Colusa community.

# Annual Report Fiscal Year 2023-2024

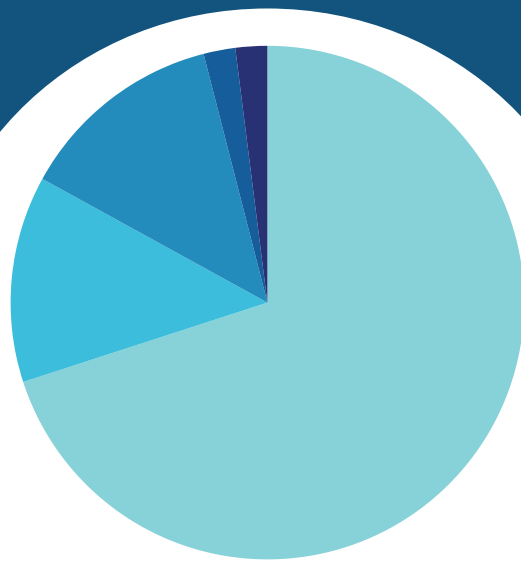


[www.cityofcolusa.com/measureb](http://www.cityofcolusa.com/measureb)  
City of Colusa  
425 Webster Street  
Colusa, CA 95932

Fiscal Year **2023-2024** was the first full-year the City received 12 months of Measure B Sales Tax. The charts highlight a total of **\$1,183,425** generated. A total of **\$700,000** was expended, with an additional **\$293,000** allocated to projects in fiscal year 25/26.

The first chart shows proposed expenditures by department based on Measure B Oversight Committee recommendations, which are updated annually after consulting department heads. The second chart displays actual expenditures for fiscal year 2023-24, generally aligning with the committee's recommendations while accommodating departmental needs and project costs. Current expenditures of \$0 for police and fire departments reflect their current requirements and may vary yearly.

This approach ensures that funding is allocated efficiently and reflects the changing priorities and immediate needs of the city. Future planning will continue to involve close collaboration with all relevant stakeholders to optimize the impact of Measure B funds, ensuring that the city's infrastructure, parks, and community services are maintained and enhanced. As the city grows and evolves, it remains committed to transparency and accountability in its budgeting process, allowing for flexibility in addressing unforeseen challenges while still adhering to long-term strategic goals.



### Measure B Recommended Expenditures & Allocations



Roads  
\$ 828,398 // 70%



Park Improvements  
\$ 153,845 // 13%



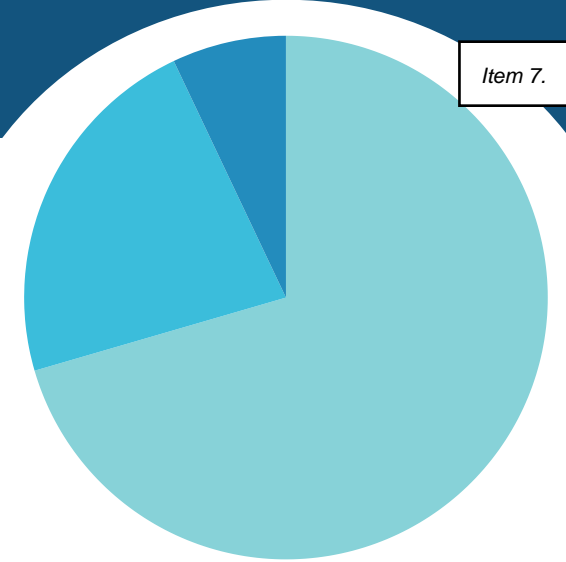
Tree Maintenance  
\$ 153,845 // 13%



Police Protection  
\$ 23,669 // 2%



Fire Safety  
\$ 23,669 // 2%



### Measure B Actual Expenditures & Allocations



Roads  
\$ 700,000



Park Improvements  
\$ 223,000



Tree Maintenance  
\$ 70,000



Police Protection  
\$ 0



Fire Safety  
\$ 0



## City of Colusa California

### STAFF REPORT

**DATE:** January 21, 2025  
**TO:** Mayor and Members of the Council  
**FROM:** Jesse Cain, City Manager

**AGENDA ITEM:** Consideration of a Resolution authorizing the City Manager to waive the request for proposal process and sign the consulting services agreement with Element Land Solutions.

**Recommendation:** Council to adopt the Resolution authorizing the City Manager to waive the request for proposal process and sign the consulting services agreement with Element Land Solutions for Planning

**BACKGROUND ANALYSIS:** For the past three years, the City of Colusa has faced challenges in recruiting a city planner with the necessary experience in planning and environmental management. As we embark on critical initiatives, including the General Plan Update and the Master Environmental Impact Report (EIR), it is imperative to have professional expertise to guide these efforts effectively.

Element Land Solutions brings over 20 years of experience in both public and private sector planning. The City has worked with Element Land Solutions for the last year on various projects, including initial studies and environmental reviews. Currently, they are handling the environmental work required to finalize the property swap and annexation. Through this collaboration, it has become evident that our planning department is falling behind, particularly with the increasing complexity of new housing laws, regulations, and requirements.

Element Land Solutions has demonstrated a deep understanding of Colusa's unique needs and priorities. Their knowledge and approach align with our community's values and vision. Given their proven track record and familiarity with Colusa's planning landscape, I recommend waiving the Request for Proposal (RFP) process to continue working with Element Land Solutions. This will ensure continuity and allow us to address critical planning and zoning challenges efficiently.

Our goal is to leverage Element Land Solutions' expertise for key projects, including the General Plan Amendment, annexations, housing updates, and zoning reforms. Additionally, they will assist in identifying and onboarding a qualified, full-time city planner to meet Colusa's long-term needs. Day-to-day planning operations will be supported by existing City staff under the guidance of Element Land Solutions

**BUDGET IMPACT:** \*The adopted 24/25 budget for planning is \$188,868, to date we have spent \$74,524, we currently have \$114,344 left in the 24/25 planning budget so this planning contract will result in a \$54,344 positive end-of-year budget for 24/25

**STAFF RECOMMENDATION:** Council to approve Resolutions 25-

**ATTACHMENTS:**

Resolution 25-

Consulting Services Agreement

Resume

**RESOLUTION NO. 25-\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE CITY MANAGER TO SIGN A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF COLUSA AND ELEMENT LAND SOLUTIONS

**WHEREAS**, the City of Colusa City Council authorizes the City Manager to sign the consulting services agreement with Element Land Solutions and;

**WHEREAS**, on January 21st, 2025, the City of Colusa City Council approves the City Manager to sign the consulting agreement on behalf of the City of Colusa;

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. Approval. The City of Colusa City Council approves the resolution authorizing the City Manager to sign the consulting services agreement, and:
3. Effective Date. This Resolution shall be effective immediately.

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

Passed and adopted this Twenty-first Day of January 2025, by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

\_\_\_\_\_  
 RYAN CODORNIZ, MAYOR

ATTEST:

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



**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF COLUSA AND  
ELEMENT LAND SOLUTIONS**  
(Standard Agreement)

THIS Agreement (“Agreement”) for consulting services is made by and between the City of COLUSA (“City”) and Element Land Solutions (“Consultant”) (together referred to as the “Parties”) as of January 21, 2025 (the “Effective Date”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective January 21, 2025 and shall end on January 31, 2026.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed One hundred and Twenty Thousand Dollars (\$120,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, 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. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At City's option, for each work item in each task, a copy of the applicable time entries and time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
  - The Consultant's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.
- 2.3 Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.
- 2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.
- 2.5 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this

Agreement until receipt of a written authorization from the City Manager, or his or her designee.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

#### 4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the Agreement or the work.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

#### 4.4 **All Policies Requirements.**

4.4.1 **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 **Wasting Policies.** No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements

for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

**4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

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

## **Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

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

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

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

well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

**7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;



- 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
- 8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the

examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Colusa County or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Element Land Solutions  
C/O Jake Morley  
2550 Lakewest Drive No. 50  
Chico, CA 95928

City: City of Colusa  
425 Webster Street  
Colusa, CA 95932  
ATTN: City Manager

**10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”

**10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant’s proposal, the Agreement shall control To the extent there are any inconsistencies between the Exhibits and the Consultant’s Proposal, the Exhibits shall control.

Exhibit A     Scope of Services  
Exhibit B     Compensation Schedule

**10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.12 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

**10.13 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

**CITY OF COLUSA**

**CONSULTANT**

\_\_\_\_\_  
Jesse Cain, City Manager

\_\_\_\_\_  
Jake Morley, Planning Consultant

Attest:

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

## EXHIBIT A

### SCOPE OF SERVICES

- Element will provide on-call professional planning services to lead, aid and supplement City Staff in processing and management of various planning related, entitlements, projects and associated day to day duties of the Planning Department. Will also provide training and education and general guidance to any future planning department hire.
- Element will attend meetings, conference calls and public hearings as necessary to facilitate the application process on behalf of the City. Element shall respond to inquiries from City, their contractors and subcontractors, property owners and City staff as necessary.
- Element will be present up to 16 hours (2 days) a week, currently planned for Tuesday and Wednesday. Scheduled time will shift, as needed, to cover scheduled Planning Commission and City Council hearings when asked to attend. Element will be made available for an additional 8 hours for the balance of each week through phone calls, emails, schedule virtual meetings. Element will be able to work on projects both in person and from their main office as needed.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

Principal Planner.....	\$160
Senior Planner/Project Manager.....	\$145
Associate Planner.....	\$125
Assistant Planner.....	\$105
Project Administrator/Coordinator.....	\$95
Administrator.....	\$75

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the 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, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

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

Title: \_\_\_\_\_

2699908.6

## Professional Profile

Professional project manager with experience working with engineering and land development firms, governmental bodies, construction firms and the general public.

Ensure projects and proposal are thoroughly vetted, while meeting federal, state and local environmental regulations, codes and milestones.

Enjoys building consensus for long and short-term goals and plans while working with elected and appointed officials and key stakeholders.

## Skills & Abilities

Leadership, Self-Motivation & Persistent  
Negotiation and Consensus Building  
Contracts and Leases  
Microsoft Products  
California Environmental Quality Act  
Land Use & Municipal Code Interpretation

## Awards & Affiliations

2012 - Civic Cycle Advocate by Chico Velo Cycling Club

2011 – Planning Project by California Chapter of American Planning Association

ISA – Certification (expired)

## Vitals



5 Woodrose Lane, Chico, CA 95928  
jacobmorley@gmail.com



T: 707-477-9791



[www.linkedin.com/in/jake-morley](http://www.linkedin.com/in/jake-morley)

## Experience

### *Element Land Solutions – Planning Consultant*

2023 to Current

- Engage with the public, government officials and property owners with a goal of creating long term relationships, building consensus and understanding.
- Manage projects for applicants and developers that need an expert in governmental application processing and California Environmental Quality Act.

### *Guillon Inc., Chico CA – Project Manager*

July 2016 to Current

- Oversaw the development and preparation of submittals to governmental and permitting agencies for land development projects ranging in valuation of \$3 to \$20 million dollars.
- Manage communication, contracts and permit obligations with subcontractors, vendors, consultants and regulatory agencies.

### *City of Chico, Chico CA – Associate Planner*

2005 to 2013 and 2015 to 2016

- Oversaw the hiring and mentoring of interns and guided them on gaining useful experience and knowledge of public administration, permitting, report writing, planning and environmental policies.
- Part of Capital Project team that secured Federal and State grants and funding for Capital Improvement such as 1st and 2nd Street Couplet Project – Phase I and II (\$4 million), and Bikeway 99 (\$2 million).

### *Stott Outdoor, Chico CA – Real Estate Manager*

2013 to 2015

- Responsible for the acquisition of existing billboard structures which resulted in additional revenue generated and expanded footprint of company.
- Secured local and State permit approvals for construction and visual enhancement of outdoor advertisement signage while coordinating subcontractors.

## Education

### *Sonoma State University, Rohnert Park, CA*

- Bachelor of Arts, Environmental Studies and Planning – 2004  
Sustainable Landscape Design, School of Extended Education – 2009  
Negotiations, School of Extended Education – 2013



December 23, 2024 (revised January 6, 2025)  
 Proposal No. PC24.014

Mr. Jesse Cain, City Manager  
 City of Colusa  
 425 Webster Street  
 Colusa, California 95932

Via PDF: [citymanager@cityofcolusa.com](mailto:citymanager@cityofcolusa.com)

**REFERENCE: Colusa Park Boat Launch Distress**  
 Colusa-Sacramento River State Recreation Area

**SUBJECT: Proposal for Geotechnical Engineering Evaluation Services**

Dear Mr. Cain,

As requested, NV5 prepared this proposal to provide geotechnical engineering evaluation services for the forensic assessment of pavement distress formed at the Colusa Boat Launch, in Colusa California. As part of the geotechnical engineering services, NV5 will perform a geotechnical engineering investigation and prepare a report that presents the findings, conclusions and recommendations for mitigation and repair, if appropriate. The following presents NV5’s understanding of the project and the proposed geotechnical engineering services.

**1.0 PROJECT DESCRIPTION**

NV5 understands that the City of Colusa (City) completed the construction of a new boat launch along the Roberts Irrigation pump canal in 2019. The construction included building engineered fill slopes to create a pathway of vehicular travel, new two-lane boat launches, concrete sidewalks, concrete curbs, and asphalt concrete driveway. Within a few years of completion, the Sacramento River experienced a high-water event which submerged the boat launch and driveway. When the water receded, a crack and linear void formed within the asphalt driveway from the top of the concrete boat ramp in a northwest trench to the concrete curb along the Roberts Irrigation pump canal slope. According to the City, the crack was a few inches wide and many feet deep. The City sealed the crack with asphalt patch and sealer. Other distress observed included a section of the concrete curb that settled vertically up to 3 inches. No depressions, slumps, echelon cracking, escarpments or lateral spreading feathers associated with slope failures were present.

**2.0 SCOPE OF SERVICES**

Based on our understanding of the distress features and our knowledge of the local geologic conditions, NV5 is proposing the following scope of services. The site investigation will be performed using non-invasive ground penetrating radar (GPR) and subsurface exploration

with a truck-mounted hollow stem auger drill rig and a truck-mounted Cone Penetration Testing (CPT) rig to perform in-situ testing of the engineered fill.

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 Assurance 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 GPR technology to evaluate and observe the subsurface geologic features beneath the distress feather with the intent to delineate horizontal and vertical extent of anomalies. Based on the GPR findings, NV5 will perform a site investigation using truck-mounted drill and CPT rigs 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 mitigation, if appropriate. 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 have impacted the existing boat launch conditions. 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 plans including earthwork grading and structures.
- Site topography and drainage.
- Vegetation.

### 2.1.2 Subsurface Investigation

NV5 will perform a subsurface investigation to obtain an understanding of the soil, rock and groundwater conditions underlying the boat launch road and around the distress feature. It is expected the GPR technology can scan up to 15 feet below ground surface. Multiple transect scan using the GPR will be performed parallel and perpendicular to the distress crack feature and across the roadway. The difference in resistivity and density in the soil, rock and void will be visible by the GPR. Following the determination of the extent, or

features of concern, more detailed scans will be performed to collect measurements so that the volume of any void or unknown mass may be estimated. The GPR information will be used to target exploratory boring locations.

A minimum of 48 hours prior to performing the subsurface exploratory 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 boat launch roadway to the maximum depth explored. Up to two (2) exploratory borings and up to six (6) CPT soundings will be advanced within the vicinity/footprint of the distress feature using a truck-mounted drill and CPT rigs. The exploratory borings and CPT soundings will be advanced to maximum depths of 20 feet below the existing surface, or until refusal is met, if hard subsurface conditions exist in the shallow subsurface. Additional borings and CPT soundings may be advanced across the site to provide adequate coverage for assessing the geologic conditions beneath the site if deemed appropriate by our field engineer/geologist. The exploratory boring and CPT soundings will be backfilled immediately after logging and sampling activities are completed, in accordance with Colusa County Environmental Health Department requirements. Borings and CPT soundings performed in existing pavement areas will be capped with fast setting cement. Excess drill cuttings (soil) will be spread, stockpiled or placed in drums and left 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 2.5-inch-diameter (inside diameter) split-spoon barrel sampler equipped with brass/steel liner tubes and a standard penetration test (SPT) sampler. 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. If the groundwater table is encountered, the depth to groundwater below the existing ground surface will be measured.

### 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

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 geological and geotechnical engineering analyses methods to evaluate the soil and rock properties recorded using the GPR. Medium to high resolution imaging will be used to observe the previous void and delineate the depth under the road of inconsistent features, if present, and the horizontal and vertical extent. In addition, 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.
- Lateral earth pressures.
- Soil density and consistency.
- Soil shear strength.
- Soil plasticity indices.
- Soil expansion potential.

- Groundwater seepage and drainage controls.
- Slope stability.
- Assessment of the in-place engineered fill.

The data will be used to develop geotechnical engineering recommendations for mitigation and safeguarding the boat launch and access road.

### 2.3 TASK 3. REPORT PREPARATION

NV5 will prepare a geotechnical engineering investigation report that will present our findings. The report will include descriptions of the site conditions, field investigation, and geotechnical engineering findings and recommendations for potential mitigation design options, if appropriate. NV5 will deliver the final report as an electronic Portable Document Format (PDF). The report will be signed and stamped by the California professional engineer (PE) in responsible charge of this project.

If appropriate, NV5 may provide design level construction documents to mitigate and repair any issues, hazards, and features, based on the findings of the geotechnical evaluation. The full scope of such design is pending the findings of the evaluation report. Any design services would be performed under a contract amendment.

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

NV5 will review the final earthwork improvement plans and project specifications, if prepared by others, prior to commencement of mitigation construction to repair any features of concern identified in the sinkhole-like feature to determine whether our geotechnical engineering recommendations are 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 are 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 construction performed by the construction contractor. As part of our CQA services, NV5's professional engineer will oversee and certify the backfilling or grading in accordance with the plans, specifications and recommendations provided in the geotechnical engineering report. The costs 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 specifications 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. NV5 anticipates 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 \$35,321.00, in accordance with the attached contract agreement terms and conditions. This fee includes the costs of the truck-mounted drill rig, the truck-mounted CPT rig and operating crews for the rigs. 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.

#### 4.1 COST ASSUMPTIONS

NV5's scope of work and cost estimate assume the following:

- Colusa County will provide copies of all site improvement plans, including utility and roadway plans for the project property.
- Colusa County will provide traffic control, or close the boat launch access road during the site investigation including shoulder closures, lane closures, and flagging.
- Work will be performed during normal business hours Monday through Friday. If night or weekend work is required, additional fees will apply.

### 5.0 CONTRACT AGREEMENT

Please sign the attached Proposal Acceptance Agreement 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 Shane Cummings at Shane.Cummings@nv5.com, or deliver a copy to our office.

## 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



Shane D. Cummings, CEG  
Principal Engineering Geologist



Dominic J. Potestio, PE  
Senior Engineer

Attachments:

1. NV5 Proposal Acceptance Agreement and General Terms and Conditions

**PROPOSAL ACCEPTANCE AGREEMENT**

Description of Services: Geotechnical Engineering  
 Project Name: City of Colusa Boat Launch Distress Evaluation  
 Project Location: Colusa, CA  
 Proposal No.: PC24.014  
 Proposal Date: 12/23/24, revised 1/6/25

**APPROVAL & PAYMENT OF CHARGES:** *Invoices will be charged and mailed to the account of:*

Name: Jesse Cain  
 Title: City Manager  
 Company: City of Colusa  
 Street Address: 245 Webster Street  
 City, State, Zip Code: Colusa, CA 95932  
 Email: citymanager@cityofcolusa.com  
 Phone: 530-682-2933

**PROPOSAL ACCEPTED BY:**

Authorized Signature: \_\_\_\_\_  
 Name & Title: \_\_\_\_\_  
 Date Accepted: \_\_\_\_\_

**PAYMENT TERMS:** Balance shall be due and payable immediately upon submission of each invoice.  
 Please remit payments to: **PO Box 74008680, Chicago, IL 60674-8680**

**PROPERTY OWNER IDENTIFICATION** (If other than above)

Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

This Proposal Acceptance Agreement, the scope of services outlined in the proposal, Schedule of Fees, and standard terms and conditions constitute the entire agreement between the Client and NV5, and supersede all prior written or oral understandings.



**GENERAL TERMS AND CONDITIONS**

**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 carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This 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.

**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 third party and Client 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..

**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 affect.

**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.

ATTACHMENT 3

PROJECT COST SUMMARY

<b>JOB NAME:</b>	Colusa Boat Launch Distress	<b>PROPOSAL NO.:</b>	PC24.014	<b>PREPARED BY:</b>	SDC
<b>DESCRIPTION:</b>	Geotechnical Engineering Evaluation Services	<b>DATE PREPARED:</b>	12/23/24		
<b>LOCATION:</b>	Colusa Boat Ramp, Colusa, CA	<b>COST TYPE:</b>	LS	<b>FEE SCHEDULE:</b>	2024

DESCRIPTIONS	Task 1	Task 2	Task 3	Task 4	Task 5	TOTALS	
	Site Invest.	Data Analysis	Report Prep	Plan Reivew	CQA		
	<b>Subtask</b>	<b>Subtask 2.1</b>	<b>Subtask 2.2</b>	<b>Subtask</b>	<b>Subtask</b>		
Retainer Fee =	GPR USA Subsurface Exploration	Slope/settlement	Report Prep		TBD		
Grand Total =						\$35,321.00	
<b>Subtotals</b>	\$31,415.00	\$388.00	\$3,518.00	\$0.00	\$0.00	\$35,321.00	

PERSONNEL	CODE	RATE (\$)	UNIT	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	COST (\$)
Principal	PR	247.00	hr	2.0	494.00		0.00	2.0	494.00		0.00		0.00	988.00
Associate Eng/Geo	AE	211.00	hr	8.0	1,688.00		0.00		0.00		0.00		0.00	1,688.00
Senior Eng/Geo	SREG	194.00	hr	12.0	2,328.00	2.0	388.00	12.0	2,328.00		0.00		0.00	5,044.00
Project Eng/Geo I	PEG1	184.00	hr	20.0	3,680.00		0.00		0.00		0.00		0.00	3,680.00
Staff Eng/Geo I	SFEG1	149.00	hr		0.00		0.00		0.00		0.00		0.00	0.00
AutoCAD	ACAD	116.00	hr		0.00		0.00	6.0	696.00		0.00		0.00	696.00
Tch Editor	TE	96.00	hr		0.00		0.00		0.00		0.00		0.00	0.00
Proj Assistant	PA	91.00	hr	1.0	91.00		0.00		0.00		0.00		0.00	91.00
<b>PERSONNEL SUBTOTALS</b>				43.0	\$8,281.00	2.0	\$388.00	20.0	\$3,518.00	0.0	\$0.00	0.0	\$0.00	\$12,187.00

REIMBURSABLES	MrkUP	RATE (\$)	UNIT	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	COST (\$)
Mileage	1.0	0.80	mile	720	576.00		0.00		0.00		0.00		0.00	576.00
Remi-Seismic Refraction Survey	1.0	407.0	set		0.00		0.00		0.00		0.00		0.00	0.00
Report Preparation & Postage	1.2	15.0	rpt		0.00		0.00		0.00		0.00		0.00	0.00
Drilling Subcontractor	1.2	4,800.0	ls	1.0	5,760.00		0.00		0.00		0.00		0.00	5,760.00
CPT Subcontractor	1.2	7,500.0	ls	1.0	9,000.00		0.00		0.00		0.00		0.00	9,000.00
Ground Penetrating Radar	1.2	5,000.0	ls	1.0	6,000.00		0.00		0.00		0.00		0.00	6,000.00
Shipping Charges (Lab samples, etc.)	1.2	50.0	ech		0.00		0.00		0.00		0.00		0.00	0.00
Colusa County Environmental Management Dept. Permits	1.2	400.0	ech	1.0	480.00		0.00		0.00		0.00		0.00	480.00

Lab Test ID	Lab Test Description	MrkUP	RATE (\$)	UNIT	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	COST (\$)
ASTM D422-A	Prtcl Sz Grdtn (Sv Only)	1.00	165.00	test	2.0	330.00		0.00		0.00		0.00	330.00
ASTM D1557-6	Mdfd Prctr Cmp Crv (6" Mld)	1.00	262.00	test	1.0	262.00		0.00		0.00		0.00	262.00
ASTM D2850	UU Trxl Shr Strngth	1.00	181.00	test	2.0	362.00		0.00		0.00		0.00	362.00
ASTM D2937	Dnsty-Mstr Drv-Cylindr	1.00	44.00	test	4.0	176.00		0.00		0.00		0.00	176.00
ASTM D4318	Attrbrg Lmts (Dry to Wt Mthd)	1.00	188.00	test	1.0	188.00		0.00		0.00		0.00	188.00
ASTM D2844	R-Value (CTM-301)	1.00	336.00	test		0.00		0.00		0.00		0.00	0.00
<b>REIMBURSABLE SUBTOTALS</b>						\$23,134.00		\$0.00		\$0.00		\$0.00	\$23,134.00

<b>GRAND TOTALS</b>					\$31,415.00	\$388.00	\$3,518.00	\$0.00	\$0.00	\$35,321.00
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## City of Colusa California

### STAFF REPORT

**DATE:** January 21, 2025  
**TO:** Mayor and Members of the City Council  
**FROM:** Jesse Cain, City Manager

**AGENDA ITEM:**

Consideration of a Resolution of the City Council of the City of Colusa approving the proposal and contract amendment with NV5 for geotechnical engineering evaluation services.

**Recommendation:** The Council approve the Proposed Resolution

**BACKGROUND ANALYSIS:**

The City of Colusa constructed a new boat launch facility seven years ago. Moffatt & Nichol were the design engineers for the project. The boat launch was designed and build above the normal high-water mark but over the last few years it seems that the normal high-water mark may have changed. We also have seen the river migrated back to the west it seems that since the boat launch was built the river has moved about seventeen feet to the west. Roberts has now been excavated and is being used for ag purposes as well.

Over the last three years, I have noticed that the top north of the boat ramp is starting to sink into the Roberts ditch area. I believe that this is happening because of what was said above. The department of Boating and waterways has a grant opportunity that we could apply to make the needed repairs. In 2023, the City had budgeted and approved a \$35,000 contract with Moffatt & Nichol Engineering to investigate the problem. I met on site with Moffatt and Nichol last year to look at what was going on. They said that I need to have some geotechnical investigation done to see what is going on below grade. I met with NV5 to go over the location that needed to be investigated and possible solutions based on what we find. I have an updated contract with NV5 that includes the geotechnical investigation that needs to be done.

Once we know what we are dealing with and how to protect the Boat Launch I will be bringing back the fix to Council for action.

**BUDGET IMPACT:**

\$35,321.00 out of the boat launch fund

**STAFF RECOMMENDATION:**

Approve Resolution 25

NV5 Proposal

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE PROPOSAL FROM NV5 GEOTECHNICAL ENGINEERING SERVICE FOR THE CITY OF COLUSA BOAT LAUNCH FACILITY**

**WHEREAS**, on January 21, 2025, the City of Colusa City Council approved the proposal with NV5 for geotechnical engineering service for the City of Colusa’s boat launch facility.

**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 twenty first day of January, 2025, by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

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RYAN CORDORNIZ, MAYOR

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Shelly Kittle, City Clerk