



## CITY COUNCIL MEETING

Tuesday, October 04, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### AGENDA

**PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES WITH ONE (1) COMMENT, PER AGENDA ITEM**

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

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

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

Webinar ID: 864 6513 8081

Mayor – Thomas Reische  
Mayor Pro Tem – Daniel Vaca  
Council Member – Denise Conrado  
Council Member – Greg Ponciano  
Council Member – Joshua Hill

#### CALL TO ORDER

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

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

#### PRESENTATIONS

1. Proclamation honoring October as Domestic Violence Awareness month

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

2. **Approve** - Council Draft Minutes of August 16 and September 6

3. **Receive and File** - Fire Department August and September Report

4. **Receive and File** - Police Department August Report

5. **Receive and File** - Finance Department August Report

6. **Receive and File** - August Warrants List

- [7.](#) **Receive and File** - Recology Rate Increase effective January 1, 2023
- [8.](#) **Receive and File** - CEBRT Packet and Actuarial Report
- [9.](#) **Adopt** - Resolution amending the City of Colusa's Conflict of Interest Code
- [10.](#) **Adopt** - Resolution to enter into a contract with SF Metalworks for the construction of a stainless-steel insert for the UV Channel
- [11.](#) **Adopt** - Resolution authorizing the City Manager to execute a contract with California Engineering Company Inc. to perform the Water Master Plan Update as described in the RFP.
- [12.](#) **Adopt** - Ordinance 556 approving a Development Agreement between the City of Colusa and Joel Gonzalez Extracts relative to the establishment and operation of a cannabis manufacturing/business facility located at 2876 Niagara Avenue in Colusa
- [13.](#) **Adopt**- Ordinance 557 approving a Development Agreement between the City of Colusa and 5D1S relative to the operation of cannabis manufacturing facility located at 2857 Niagara Avenue in Colusa
- [14.](#) **Adopt** - Ordinance 558 approving a Development Agreement between the City of Colusa and XO Cannabis / Organic Crop Solutions LLC relative to the operation of a cannabis manufacturing facility located at 2959 Davison Court in Colusa
- [15.](#) **Approve** - Application for Jameson's on 5th Ribbon-cutting/grand opening/costume party on Oct. 28, 3 pm - Oct. 29, 1 am at 138 5th Street

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

### **PUBLIC HEARING**

- [16.](#) Hold first reading, read by title only, and set for second reading an Ordinance to amend Sections 3-17 and 3-18 of the Colusa Municipal Code to allow the sale of alcohol at cardrooms.

**Recommendation:** Listen to public comment and consider holding first reading of the ordinance to amend the Colusa Municipal Code Sections 3-17 and 3-18.

### **COUNCIL CONSIDERATION**

- [17.](#) Consideration to add a police officer's position to the city's budget.

**Recommendation:** Council to discuss the impact of a new hire police officer on the city's budget.

- [18.](#) Consideration to waive or reduce the City's current impact fees for the Rancho Colusa affordable housing project consisting of 49 units targeting low-income families.

**Recommendation:** Council to take public comments and provide staff direction.

**DISCUSSION ITEMS****19.** Save America's Treasures Grant and Possible Application to Restore Auditorium for the Historical Grammar School Building

**Recommendation:** Discuss the possibility of preserving and restoring the historically designated grammar school (currently used as City Hall). Identify possible fundraising opportunities to raise capital for necessary matching funds.

20. Grant Update

21. Smell Complaint Update

22. Colusa Field of Dreams

**FUTURE AGENDA ITEMS****ADJOURNMENT**

SHELLY KITTLE, CITY CLERK

**Notice of Meetings and Agendas**

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

**Americans with Disabilities Act**

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

"This institution is an equal opportunity employer and provider"

# City of Colusa

## PROCLAMATION

### **HONORING OCTOBER 2022 AS Domestic Violence Awareness Month**

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, domestic violence leaves an imprint of fear and hostility; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference and social barriers, thereby affecting society as a whole; and

WHEREAS, in the City of Colusa, adults and children are victims of violence each year; and

WHEREAS, research shows that by creating communities where people are connected, supported and care for one another can reduce incidents of domestic violence; and

WHEREAS, the City of Colusa is committed to restoring the right to freedom from fear in our own homes and our communities; and

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial, physical, and psychological losses.

NOW, THEREFORE BE IT RESOLVED that in recognition of the important work done by Casa de Esperanza and cooperating agencies in the City of Colusa, on behalf of the entire City of Colusa City Council, does hereby proclaim the month of October 2022 as Domestic Violence Awareness Month. We urge all citizens, agencies, and businesses to

WORK TOGETHER AS A TEAM IN OUR COMMUNITY THROUGH PREVENTION, INTERVENTION AND EDUCATION PROGRAMS, TO TAKE A STAND until society has zero tolerance for domestic violence.

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THOMAS REISCHE, MAYOR





## CITY COUNCIL MEETING

Tuesday, August 16, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### MINUTES

**CALL TO ORDER-** Mayor Reische called the regular meeting to order at 6:00 pm.

**ROLL CALL** - Council Members Greg Ponciano, Daniel Vaca, Denise Conrado, Josh Hill and Mayor Reische were present.

### PLEDGE OF ALLEGIANCE

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

### PUBLIC COMMENTS

Ben King inquired if the city needed access to the river. He plans to divert water in mid-January for a conveyance.

Pete Moore commented on the lack of police enforcement.

John Rogers inquired about his requests on cannabis facilities in the city.

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

1. **Approve** - July 19th Council Draft Minutes
2. **Receive and File** - July Finance Department Monthly Report
3. **Receive and File** - July Warrants List
4. **Adopt** - Ordinance 554 approving a Development Agreement between the City of Colusa and Hunny Pot Farms relative to the operation of a cannabis manufacturing facility located at 2949 Niagara Avenue in Colusa.

**ACTION:** Mayor Reische recused himself from the Warrants List due to his financial interest with George L. Messick as President. Motion by Council Member Conrado, seconded by Council Member Vaca to approve the Consent Calendar. Motion passed 5-0 by the following roll-call vote:

AYES: Hill, Ponciano, Vaca, Conrado and Reische.

NOES: None.

ABSTAIN: None.

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

Council Members provided updates on meetings they attended.

City Attorney Jones will be attending the League of California Cities.

City Manager Cain provided updates on meetings he attended.

Staff provided updates in their departments.

City Treasurer Kelley encouraged council to follow purchasing policy.

City Clerk Kittle stated Candidate Filing closed August 12<sup>th</sup>.

## **PUBLIC HEARING**

5. Public Hearing for the first reading of a proposed Ordinance approving a Development Agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2881 Niagara Avenue.

DISCUSSION: City Manager Cain reported the Planning Commission approval and was brought to the Airport Land Use Commission (ALUC). Cain stated the applicant was present for questions.

Public Hearing opened at 6:23 pm:

Ed Hulbert, CIP explained the process complexities and the final development of the current projects. Hulbert confirmed the current projects would not be in operation before the Cannabis Ordinance was updated and that all new projects at CIP would be paused.

Joe Taucher, Colusa Rice Company expressed concerns about parking and odor management at the RHF facility and recommended reviewing their portfolio.

Devin Kelley, City Treasurer inquired about the Ordinance.

Ben King discussed concentrated risk and monitoring what would happen in Congress.

The applicant provided an explanation of their air scrubbing procedures and normal maintenance. He understood the zero tolerance for smell.

Police Chief Fitch explained fencing requirements.

Public Hearing closed at 6:45 pm

ACTION: Motion by Mayor Reische, seconded by Council Member Conrado to introduce, read by title only, and waive the full first reading of **Ordinance 555** - An Ordinance of the City Council of the City of Colusa approving a Development Agreement between the City of Colusa and RHF Partners, LLC Relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2881 Niagara Ave in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSTAIN: None.

**ACTION:** Motion by Mayor Reische, seconded by Council Member Vaca to adopt **Resolution 22-53** of the City Council approving a Special Use Permit and a Regulatory Use Permit, Relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2881 Niagara Ave in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSTAIN: None.

6. Public Hearing for a proposed first reading of an Ordinance approving a Development Agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2876 Niagara Avenue.

**DISCUSSION:** City Manager Cain reported the Planning Commission approval. This was brought to the Airport Land Use Commission (ALUC) and was consistent with their compatibility plan.

Public Hearing opened at 6:49 pm with the following comments:

Ed Hulbert, CIP stated the location was next to the cold storage facility. He explained it was a sealed building inside of a building. He confirmed an extraction facility that would be fully fenced in.

Joe Traucher, Colusa Rice expressed concern about security.

Jake Kline, CIP clarified the hours of operation from 8:00 pm to 8:00 am.

Public Hearing closed at 6:55 pm.

Council Member Ponciano stated his vote was about the process, not about the applicants.

**ACTION:** Motion by Council Member Vaca, seconded by Mayor Reische to introduce, read by title only, and waive the full first reading of **Ordinance 556:** An Ordinance of the City Council of the City of Colusa approving a Development Agreement between the City of Colusa and Genesis Extracts relative to the establishment and operation of a cannabis facility located at 2876 Niagara Avenue in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSTAIN: None.

**ACTION:** Motion by Council Member Vaca, seconded by Mayor Reische to adopt **Resolution 22-54** of the City Council approving Special Use Permit and Regulatory Use Permit, relative to the establishment and operation of a Cannabis Manufacturing / Business Facility located at 2876 Niagara Ave. in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSTAIN: None.

### **COUNCIL CONSIDERATION**

#### 7. Procedure to track and report nuisance odors in the City of Colusa

**DISCUSSION:** Grant Writer Vanetta provided City Hall phone number 530-458-4947 to report odors. Cain stated there were three odor complaint calls received to date.

**ACTION:** There was council consensus to approve the reporting and tracking procedure of nuisance odors within the City of Colusa.

#### 8. Possible planning and construction of Electric Vehicle (EV) charging infrastructure in the City of Colusa

**DISCUSSION:** Grant Writer Vanetta discussed grant opportunities and three levels of infrastructure for EV charging stations. She inquired about interested community members and/or local businesses interested to partner with the city. In order to obtain a grant there needs to be community involvement.

**PUBLIC COMMENTS:** Ben King suggested speaking with the county and solar facilities.

**ACTION:** Council provided staff direction to contact the county and send a mailing to current city businesses.

#### 9. Council to consider the Resolution to provide the city's response for the 2021-22 Colusa County Grand Jury Final Report

**DISCUSSION:** Ad Hoc Committee Members Conrado and Ponciano rewrote the response letter. Council addressed some of the findings along with policies in force.

**PUBLIC COMMENTS:**

City Treasurer Kelley explained why she was disturbed by the first response and appreciated the second response. She recommended a policy that cash should never be withdrawn from a city bank account.

Melodie Johnson expressed her concerns and appreciated the Ad-Hoc Committee.

Ben King recommended moving forward.

JP Cativella expressed his appreciation for amending the letter.

Council Member Ponciano recommended a brief workshop with staff on Purchase & Credit Card policies.

**ACTION:** Motion by Council Member Vaca, seconded by Council Member Hill to amend the letter as discussed and adopt **Resolution 22-55** to provide the city's response for the 2021-22 Colusa County Grand Jury Final Report. Motion passed 5-0 by the following roll-call vote:

AYES: Hill, Ponciano, Vaca, Conrado and Reische.

NOES: None.

ABSTAIN: None.

## **DISCUSSION ITEMS**

### 10. Council Member needed for the GSA Groundwater Authority

Mayor Reische volunteered.

**\*Mayor Reische called for a five-minute recess. The meeting resumed at 7:56 pm.**

### 11. Cannabis Update

City Manager Cain provided handouts to council, stating there were seven operating facilities and six pending applications. Cain stated Request for Proposals to obtain an auditing company closes September 29. Cain discussed compliance forms for facilities. He requested staff and the Cannabis Ad Hoc Committee meet for input and to go through draft forms and Ordinances.

Council Member Ponciano requested the Ad Hoc Committee discuss application fees, the Development Agreement process for a sunset clause, and square foot fees.

### 12. Events Update

Grant Writer Vanetta provided an update on the Taco Fest and the names of the donors. She explained the QR Code on the handout that was distributed to obtain feedback on the event.

### 13. RACE Communications Update

City Manager Cain stated RACE Communications will repair the roads by the end of September to the middle of October from their damages.

#### 14. Staff Vacancies

City Manager Cain asked council for direction on advertisement of positions. The Planning Department vacancy continues to be advertised.

#### **FUTURE AGENDA ITEMS**

Odor sniffer

Law Enforcement positions.

General Plan with amendments and consultant fees

#### **ADJOURNED at 8:34 pm**

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THOMAS REISCHE, MAYOR

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Shelly Kittle, City Clerk



## CITY COUNCIL MEETING

Tuesday, September 06, 2022

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### MINUTES

**CALL TO ORDER-** Mayor Reische called the regular meeting to order at 6:00 pm.

**ROLL CALL** - Council Members Greg Ponciano, Daniel Vaca, Denise Conrado, Josh Hill and Mayor Reische were present.

**PUBLIC COMMENTS** – None.

### **CLOSED SESSION MEETING – 5:30 PM**

- Public Employee Performance Evaluation (§ 54957) Title: City Manager

### **REGULAR MEETING – 6:00 PM**

**REPORT ON CLOSED SESSION** – Mayor Reische stated there was no reportable action.

### **PLEDGE OF ALLEGIANCE**

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

**PUBLIC COMMENTS** – Lanny Winberry, Attorney spoke on behalf of “Neighborhoods West of Tenth Street” and provided a copy of his comments to the council. He stated his purpose was to be involved in the analysis and discussion of any development project proposed for the area west of 10<sup>th</sup> Street.

Ben King spoke about fresh water, access to river water and keeping that access.

Connie Aden suggested keeping the city pool opened a few more weeks for senior swim.

John Rogers stated his request on the number of cannabis companies allowed in the city was not on tonight’s agenda. He requested the public be notified when the Cannabis Ad Hoc Committee meets.

### **PRESENTATIONS**

Mayor Reische provided Bo Salazar’s award and gift card to the City Clerk as he was not in attendance.

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

2. **Approve** - August 2 Draft Council Minutes

3. **Receive and File** - Police Department July Report
4. **Receive and File** - Treasurer's June Report
5. **Approve** - Application for the Fall Street Dance on September 10
6. **Approve** - Application for the Puptoberfest Event at Memorial Park on October 22
7. **Approve** - Application for the Hoblit Motors Bags for Cancer event on September 17
8. **Receive and File** - HDL Sales Tax and Trends
9. **Adopt - Ordinance 555** approving a Development Agreement between the City of Colusa and RHF Partnership, LLC relative to the operation of a Cannabis Manufacturing Facility located at 2881 Niagara Avenue in Colusa

**ACTION:** Motion by Council Member Conrado, seconded by Council Member Vaca to approve the Consent Calendar. Motion passed 5-0 by the following roll-call vote:

AYES: Hill, Ponciano, Vaca, Conrado and Reische.

NOES: None.

ABSENT: None.

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

Council Members provided updates on meetings they attended.

City Attorney Jones discussed SB 1100. He will meet with Police Chief Fitch to develop a plan for council.

City Manager Cain provided updates on meetings he attended.

Finance Director Aziz-Khan provided updates on odor complaints received.

Grant Writer Vanetta explained how the community could help by voting for Colusa to be a Levitt AMP finalist which would bring matching funds for a bigger Summer Concert series.

Police Chief Fitch provided an update on the homeless situation. He stated there was a swearing-in ceremony this morning for Sergeant Hogan and Officer Rios.

City Engineer Swartz provided an update on Sunrise Landing and the Pirelli Building.

Sadie Ash provided updates on future projects, wrapping up end-of-summer events and cannabis research work.

City Clerk Kittle commented about recommendations to move council meetings to a larger venue for more seating.

### **PUBLIC HEARINGS**



10. Public Hearing for a proposed first reading of an Ordinance approving a Development Agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2959 Davison Court.

Public Hearing opened at 6:30 pm

Ed Hulbert requested approval for this indoor cannabis grow facility. The construction was underway, however would not be in operation until the Ordinance was updated. Patrick Griffith was in attendance.

Public Hearing closed at 6:32 pm

**ACTION:** Council Member Conrado made a motion, seconded by Mayor Reische to introduce, read by title only, and waive the full first reading of **Ordinance 558:** An Ordinance of the City Council approving a Development Agreement between the City of Colusa and XO Cannabis / Organic Crop Solutions LLC relative to the operation of a cannabis manufacturing facility located at 2959 Davison Court in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSENT: None.

**ACTION:** Mayor Reische made a motion, seconded by Council Member Vaca to adopt **Resolution 22-56** approving a Special Use Permit and a Regulatory Use Permit, relative to the establishment and operation of a cannabis manufacturing/business facility located at 2959 Davison Court. in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano

ABSENT: None.

11. Public Hearing for a proposed first reading of an Ordinance approving a Development Agreement, and a Resolution for a Cannabis Business Regulatory Permit and a Cannabis Business Special Use Permit in support of cannabis manufacturing uses at 2857 Niagara Avenue

Public Hearing opened at 6:39 pm

Ed Hulbert explained the location of the facility. Steve with 5D1S answered questions about hoop houses.

Public Hearing closed at 6:40 pm

Council asked specific questions to Steve and the City Manager about the smell from hoop houses.

**ACTION:** Council Member Conrado made a motion, seconded by Mayor Reische to read by title only and waive the full first reading of **Ordinance 557:** An Ordinance of the City Council approving a Development Agreement between the City of Colusa and 5D1S Patrick Barros relative to the operation of a cannabis manufacturing facility located at 2857 Niagara Avenue in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSENT: None.

**ACTION:** Mayor Reische made a motion, seconded by Council Member Vaca to adopt **Resolution 22-57** approving a Special Use Permit and a Regulatory Use Permit, Relative to the Establishment and operation of a cannabis manufacturing/business facility located at 2857 Niagara Avenue in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSENT: None.

### **COUNCIL CONSIDERATION**

12. Re-introduction of proposed first reading of an Ordinance approving a Development Agreement for cannabis manufacturing uses at 2876 Niagara Avenue.

City Attorney Jones reported the adoption at the last council meeting, however, due to the Development Agreement (DA) missing in the agenda packet, he wanted Council to have the DA prior to their vote.

Public Comment: Owner, Joel Gonzales requested a company name change from Genesis Extracts to Joel Gonzalez Extracts. He provided details of the operation, security, and procedures. He stated there would be no retail sales. City Attorney Jones confirmed name change from Genesis Extracts to Joel Gonzalez Extracts could be done during the motion.

**ACTION:** Mayor Reische made a motion, seconded by Council Member Conrado to re-introduce, read by title only, and waive the full first reading of **Ordinance 556:** An Ordinance of the City Council of the City of Colusa approving a Development Agreement between the City of Colusa and Joel Gonzalez Extracts relative to the establishment and operation of a cannabis manufacturing/business facility located at 2876 Niagara Ave. in Colusa. Motion passed 4-1 by the following roll-call vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSENT: None.

### 13. US Department of Transportation (DOT) Reconnecting Communities Pilot (RCP) Planning Grant

Grant Writer Vanetta reported details on the submittal of a planning grant to reconnect our community to the River Front.

Public Comments: Someone from the audience asked about matching funds.

John Rogers asked if property owners were notified on Main Street.

Ben King commented on his support of the project.

**ACTION:** Council Member Hill made a motion, seconded by Council Member Ponciano to adopt **Resolution 22-58** to submit a grant bid to the DOT for a planning grant for the Development on a Main Street Project that would repave Main Street and develop the area to reconnect it to the community. Motion passed 5-0 by the following roll-call vote:

AYES: Hill, Ponciano, Vaca, Conrado and Reische.

NOES: None.

ABSENT: None.

### 14. Update Plan and Budget for Approved City Events 2022

Sadie Ash and Grant Writer Venetta proposed having the third approved sponsored event be a Fall Harvest Event rather than Country in Colusa. They suggested the date coincide with the Lions Club Bike Event on October 8<sup>th</sup>. They stated a smaller event would be a savings of approximately \$86,000 over the approved and forecasted budget.

Public Comments: JP Cativilla stated he was a proponent of this event.

**ACTION:** Council Member Vaca made a motion, seconded by Council Member Hill to approve the revised budget and revised event idea for events in October 2022. Motion passed 5-0 by the following roll-call vote:

AYES: Hill, Ponciano, Vaca, Conrado and Reische.

NOES: None.

ABSENT: None.

### 15. Update the Water Master Plan and produce a Capital Improvement Plan and Drought Mitigation Plan for the City with projects that can be targeted and used by the City Grant Writer to apply for and seek grants.

City Manager Cain stated the Water Master Plan done in 2007 needed to be updated but was waiting for funding. A Request For Proposal (RFP) was sent, and three companies provided bids. Cain stated all Department Heads went through the bids and selected California Engineering Company.

Public Comments: Ben King commented on his letter with exhibits. He urged council to obtain grant funding for additional research and discussed arsenic levels and contamination.

Susan Meeker, Editor Pioneer Review inquired why the three responsive bids and amounts were not in the agenda packet.

JP Cattivella expressed his concerns why the bid amounts and details were not included in the agenda packet.

**ACTION:** There was council consensus to bring back this item with the three bids for the next council meeting. No action was taken.

16. Ordinances 519,551(Chapter 12F), 452 (Chapter 12C), and Article 21 'Cannabis Manufacturing Use Regulations' of the zoning code and other related codes to cannabis

Sadie Ash reported her findings and research on the Ordinances. She discussed the process and procedures. She provided handouts of forms and applications to council for their review. Cain stated the Planning Commission would need to review because of zoning. Then, there would be a Public Hearing at a regular council meeting.

**ACTION:** No action taken. Council Members will review the handouts and communicate to Sadie Ash on their individual recommendations.

17. Council to consider a request for fee reduction from Generation Communities on the Tennant Estates Subdivision Development

City Engineer Swartz reported on the letter received.

Public Comments: Steve recommended waiting.

JP Cattivella asked why the city recommended the 50% reduction.

John Rogers commented he was not in favor of the reduction.

Ed Hulbert stated he sold this land in 2006. He stated CIP received similar relief at the beginning of the project.

Vicky Willoh recommended keeping money local.

**ACTION:** There was no motion made.

## **DISCUSSION ITEMS**

18. Police Department Hiring and Retention

Sergeant Jackson discussed the lack of personnel, recruitment, and retention issues at the

Police Department. Police Chief Fitch explained how other jurisdictions were offering a signing bonus and there were more opportunities. The contract for negotiations for the Police Department opens October 1, 2022.

### **FUTURE AGENDA ITEMS**

Budget and adding Police Officers

Colusa Field of Dreams (the acreage set aside at the end of Will S. Green).

City Manager Cain will bring back three separate resolutions for Council on Commission boundaries.

### **ADJOURNED at 8:55 pm**

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THOMAS REISCHE, MAYOR

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Shelly Kittle

# COLUSA CITY FIRE DEPARTMENT

Item 3.

*Monthly Report, August 1st -to- September 28th 2022*

*Logan Conley, Fire Chief*

## *Emergency Response Data*

Emergency Dispatched Calls:	103 - Code 3 emergency responses
BLS Transports by Fire Dept.	1 - Transported by BLS Alternate Transport 571
Public Inquiries, Contacts:	43 - public contacts pertaining to Fire/Life Safety/Prevention
Emergency Response Hours:	350 - response hours
Mutual/Auto Aid Responses:	5 - Provided by Colusa Fire 2 - Received by Other Fire Agencies
Strike Team Requests Filled:	9 strike team deployments for 2022

## *Meeting Attended*

Fire Department Monthly Staff Meeting
Fire Department Meeting (Volunteer Members and Staff Members)
City Council Meetings and Department Head Staff Meetings

## *Fire Prevention*

Inspections Performed	8 - new construction inspections 4 - Occupancy Inspections 0 - Care Facility Inspections
Plan Reviews Performed	2 - plan reviews
Abatement Complaints	1 - abatement complaints
Other Prevention Activities	

## *Training Activities*

<u>7</u> - Department Wide Training
Daily Recruit training for new Volunteer firefighters.
One firefighter to attend State Certified Driver Operator 1A and 1B class.

# COLUSA CITY FIRE DEPARTMENT

Item 3.

*Monthly Report, August 1st -to- September 28th 2022*

*Logan Conley, Fire Chief*

## *Fire Apparatus*

Chief Unit 570	In Service, General service performed by Hoblit.
BLS Transport 571	In Service - Oil Change and Misc in house repairs performed in August.
Type 1 Engine 551	In Service - Was out of service for 3 weeks due to needed repairs, repairs made in house by fire personnel and city mechanic.
Type 2 Engine 552	In Service - Needs Misc Repairs and Annual Service, not scheduled
Type 3 Engine 553	Out of Service - Engine replacement scheduled to be finished and in service by October 1st.
Type 6 Engine 556	In Service - Front suspension is in need of servicing and repairs will be scheduled in October.

## *Department Projects and Volunteer Association Activities*

### Fire Department projects:

1. Updating department inventory and assessment of needed repairs or replacement of firefighting equipment.
2. BLS Transport Unit - The BLS Transport Unit will be completed and placed into service mid October.
3. Participated in 911 memorial at Colusa High School.
4. Participated in Burchfield Primary School Constitution Day.

### Volunteer Association Activities:

1. BBQ for Concert in the Park.
2. Cooked Breakfast for Colusa Duck Calling Competition.
- 3.

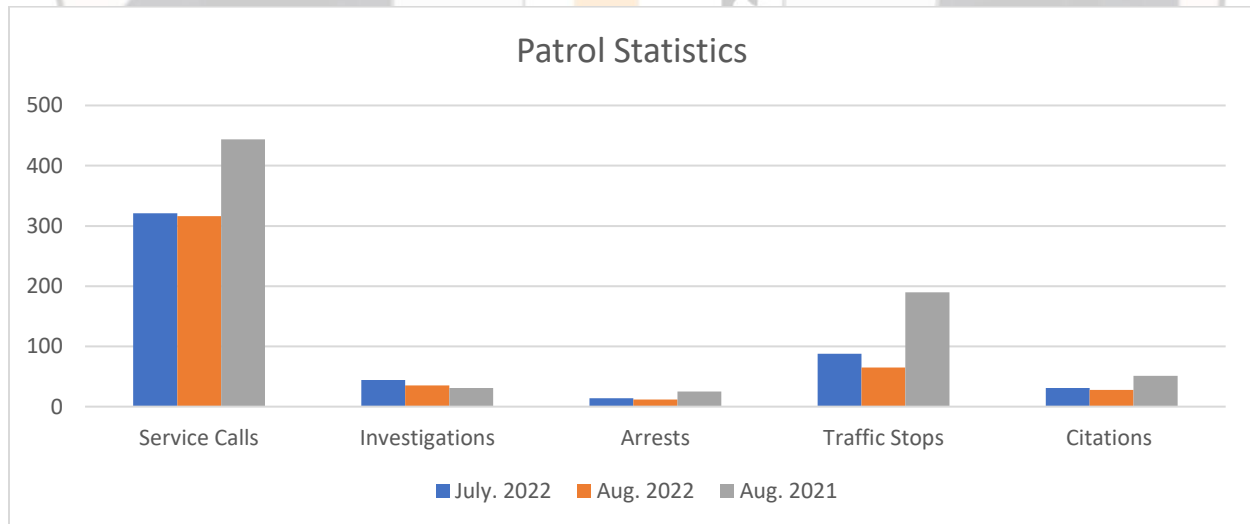
# Colusa Police Department

## *Monthly Report for August 2022*

### Monthly Activities

- City Council Meetings
- Concealed Weapons Permits interviews and application processing
- Conducted testing to fill vacant sergeant position
- Completed safety planning with First Presbyterian Church
- Attended Truancy Subcommittee meeting at the Probation Department's Day Reporting Center

### Monthly Statistics



- There were 316 calls for service for patrol officers with 24 agency assists. The call volume was similar to July which was 321. The call volume continues to be lower than 2021. In August 2021, there were 444 calls for service. This is approximately a 28% decline from the prior year.
- During August 2022, there were 12 in-custody arrests. There were 3 citations issued in lieu of subjects being booked in jail. A vast majority of those citations issued were narcotic related offenses. There were 4 domestic violence related arrest made in August. There was 1 DUI related arrest made. There were 35 reports initiated with 33 being investigations.
- During the month of August, officers initiated 65 traffic enforcement stops. There were 28 citations issued. Several of the citations issued were for expired registration, unlicensed drivers, and cell phone use. There were no reportable traffic collisions.
- The Police Services Manager handled 88 calls for service during the month of August. These calls for service don't include telephone calls fielded by the Police Services Manager.



Additionally, she continues to handle a significant number of CCW applications. DOJ clearances for CCW applicants continues to experience delays. *Note: The Police Services Technician's calls for service are separate from patrol officers' calls for service.*

### Items of Interest

- The Colusa Police Department and Colusa County District Attorney's Office continue to investigate the murder of Giovanni Alcaraz. The integrity of Alcaraz's murder investigation is paramount. It is for this reason that specific details surrounding the events that led up to and the murder itself aren't made public. The Colusa Police Department will not engage nor comment on speculation put forth on social media. The United States Marshal Service is attempting to locate the suspect, Christian Suarez. Suarez is 5-09 in height, 120 pounds, with black hair and brown eyes. An arrest warrant has been issued for Suarez who is pictured below. If anyone has any information related to the location of Suarez and/or the murder of Giovanni Alcaraz, please contact the Colusa Police Department.



- With the local schools beginning a new year, the number of calls for service involving juveniles has seen a moderate increase. These calls have involved primarily fights and thefts.
- 'School patrol' during the morning drop off and afternoon pick-up continues to see some challenges. A reminder to parents of Burchfield students who utilize the main parking lot located on Fremont Street, left turns are not permitted on to Fremont Street from the parking lot. This is one of the primary causes of congestion on Fremont Street. To those clever parents who make a right turn into the same parking lot from westbound Fremont Street, other motorists appreciate you for assisting in the flow of traffic. The same can be said for those utilizing the parking lot at Egling School. Those making left turns into both parking lots, while this turning movement is permitted, it does contribute to the back up of traffic on both Fremont Street and Webster Street. **Vehicles are not permitted to drop off/pick up students while stopped in a public roadway. It is unsafe and illegal (22500(g) VC).** This is an issue at all school campuses. **\*\*A very special thank you to Egling School's parent volunteer Crossing Guard, Mel Pina. Mel has jumped into action to help with children crossing at the busy intersection of Webster Street and 8<sup>th</sup> Street. Her time and efforts are greatly appreciated!!\*\***

- At the conclusion of August, testing was conducted to fill the vacant sergeant position. The testing included both a written assignment and interview with a 4-person panel. The interview panel was comprised of Colusa City Council Member Josh Hill, District Attorney-Elect Brendan Farrell, Retired Butte County District Attorney Chief Investigator Juan Diaz, and Retired Yuba County Lieutenant Cindy DeWoody. The interview panel presented feedback from various professional viewpoints and experience. We thank them for their time and recommendation.





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

**CDBG-HOME**

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

**Accounts Payable**

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

**Payroll**

- Prepare July salary allocation transfers.
- August regular payroll.
- Implement (4) regular salary step increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

**Accounts Receivable**

- Provide continued utility billing customer support.
- 2,181 utility bills mailed.
- (2) bad checks processed.
- 2,081 cash payments processed (utilities, bldg. permits, recreation and pool, encroachment, 38 business license, State and County payments, and boat launch fees.
- Boat Launch and State Park Payments
- Updated Backflow record
- 28 Building Permits
- 106 Credit card Payments

**City Hall - Customer Services**

- 657 customers walk-ins.

- 158 utility late notices.
- 84 Water/Sewer shut off for non-payment.
- 11 open utility accounts & adjustments.
- 5 closed utility accounts.
- 698 received phone calls.
- 13 Events/marque and banner applications processed.
- 3 State Park Reservation & Revenue
- 29 public works service requests
- Issued 28 Building Permits
- 2 Encroach Permit
- 4 Scout Cabin

### **General Ledger**

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

### **Personnel - HR**

- Sick and vacation leave accrual monthly report update.
- August 2022 MidAmerica retiree health insurance distribution.
- Workers Compensation claims cont. d.
- Begin migration of MOUs into Employee Handbook continued
- Assistance with employee retirement
- Assist with the disability application
- Review NCCSIF monthly Workers Compensation & Liability Reports.
- Provide retirement information to retirees and Public Works.
- Employee Income Verification (1).
- Analysis of vacation accrual and maximum

### **Recreation Department**

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

## **Other**

- Various Grants reimbursement reports and follow up
- Quarterly reports for business and building
- Sewer Arrearage grant reporting requirement
- Applied for LIHWAP program
- Work with Corbin Willits on On-Line Bill Pay scheduled for end of April cont'd.
- Begin July 2022 OPEB Valuation due June 30<sup>th</sup>, 2023. CERBT data extract report cont'd..
- NCCSIF vehicle-renewal policy and certification.
- Sunrise Landing Developer Payment reconciliation and request.
- NCCSIF inquiry about Pool contract with Swim Team and insurance requirements.
- Input in MOMs
- Attend HDL meetings
- Participated in ARPA funding requirements
- Work in progress with all city assessment districts, public notices, and staff reports
- Numerous public record requests cont'd
- Donation received \$300 from Nicholas Weber for a Free Swim Day
- Donation received \$100 from Rotary Hans Herkert for Taco Fest
- Donation received \$300 from Julie Garofalo & Janice Bell for a Free Sim Day
- Donation received \$300 from Fresh Mushroom for a Free Swim Day
- Donation received \$3000 from Colusa Industrial Properties for Taco Fest
- Donation received \$2000 from Colusa Industrial Properties for Recreation Activities
- Input and fiscal year 2022-23 budget in MOMS and assembled for the package
- Weekly meeting with iworq software technicians

## **Odor Complaints**

Complaint period : August 10<sup>th</sup> through August 31<sup>st</sup>, 2022

- 22 total complaints
- 17 Mushroom Smell
- 2 Cannabis smell
- 3 Unspecified smell

## CITY OF COLUSA

AUGUST 2022

## WARRANT LISTING

Item 6.

Check Number	Check Date	Check Am	Vendor:	Invoice Number	Fund:	Account	Dept	Description				
60802	8/3/2022	300	ELVIRA GUTIERREZ	PO 65221	101	53800	640	REFUND FOR SCOUT CABIN DUE TO A/C GOING OUT				
<b>60802 Total</b>		300										
60803	8/3/2022	222	TONI R. HILGER	8/3/2022	101	53600	640	AQUA ZUMBA CLASSES / REC				
<b>60803 Total</b>		222										
60804	8/3/2022	7500	IWORQ SYSTEMS INC	198366	101	52500	310	COMMUNITY DEV. PACKAGE - BLDG. INSPECTION				
<b>60804 Total</b>		7500										
60805	8/2/2022	6.64	JOHN DEERE FINANCIAL	2673268	310	59200	650	MOWER LEASE				
60805	8/2/2022	136.85	JOHN DEERE FINANCIAL	2673268	310	59100	650	MOWER LEASE				
60805	8/2/2022	29.9	JOHN DEERE FINANCIAL	2673268	253	59200	650	MOWER LEASE				
60805	8/2/2022	615.81	JOHN DEERE FINANCIAL	2673268	253	59100	650	MOWER LEASE				
60805	8/2/2022	29.9	JOHN DEERE FINANCIAL	2673268	101	59200	650	MOWER LEASE				
60805	8/2/2022	615.8	JOHN DEERE FINANCIAL	2673268	101	59100	650	MOWER LEASE				
<b>60805 Total</b>		1434.9										
60806	8/2/2022	32.18	L.C.M.S. AWARDS	909522	101	53800	220	PLASTIC DESK PLAQUES-ROACH/WILLOH- PLANNING				
<b>60806 Total</b>		32.18										
60807	8/2/2022	520.98	LIFE-ASSIST INC.	1228551	101	52150	320	MEDICAL SUPPLIES / FIRE				
<b>60807 Total</b>		520.98										
60808	8/2/2022	382.76	GEORGE L. MESSICK CO.	564610/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	27.86	GEORGE L. MESSICK CO.	564628/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	34.31	GEORGE L. MESSICK CO.	564683/1	101	52200	630	SAFETY EQUIPMENT / STREETS				
60808	8/2/2022	7.5	GEORGE L. MESSICK CO.	564767/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	21.44	GEORGE L. MESSICK CO.	564796/1	253	52110	640	SUPPLIES / REC				
60808	8/2/2022	10.71	GEORGE L. MESSICK CO.	564815/1	101	52720	630	EQUIPMENT MAINT. / STREETS				
60808	8/2/2022	10.71	GEORGE L. MESSICK CO.	564821/1	101	52110	630	SUPPLIES / STREETS				
60808	8/2/2022	36.45	GEORGE L. MESSICK CO.	564909/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	120.72	GEORGE L. MESSICK CO.	565158/1	253	52110	640	SUPPLIES / REC				
60808	8/2/2022	4.25	GEORGE L. MESSICK CO.	565188/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	10.7	GEORGE L. MESSICK CO.	565215/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	36.45	GEORGE L. MESSICK CO.	565220/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	72.91	GEORGE L. MESSICK CO.	565336/1	253	52250	640	CHLORINE / REC				
60808	8/2/2022	36.45	GEORGE L. MESSICK CO.	565368/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	27.87	GEORGE L. MESSICK CO.	565376/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	-36.45	GEORGE L. MESSICK CO.	565403/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	3.31	GEORGE L. MESSICK CO.	565457/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	14.99	GEORGE L. MESSICK CO.	K65279/1	101	52720	650	EQUIPMENT MAINT. / PARKS				
60808	8/2/2022	18.22	GEORGE L. MESSICK CO.	K65294/1	101	52110	650	SUPPLIES / PARKS				
<b>60808 Total</b>		841.16										
60809	8/1/2022	499.89	MES VISION	221912530	997	22330		VISION INSURANCE PREMIUMS COVERAGE				
<b>60809 Total</b>		499.89										
60810	8/1/2022	2150	MetLife Investors	8/1/2022	101	22510		P/R Liab - Deferred Comp				
<b>60810 Total</b>		2150										
60811	8/2/2022	14.15	MT. SHASTA SPRING WATE	401935	101	52100	220	5 GAL SPRING WATER / PLANNING				
60811	8/1/2022	41.4	MT. SHASTA SPRING WATE	406045	214	52100	710	5 GAL PURIFIED WATER / POLICE				

## CITY OF COLUSA

AUGUST 2022

## WARRANT LISTING

Item 6.

60811	8/2/2022	22.25	MT. SHASTA SPRING WATE	407830	101	52100	230	5 GAL SPRING WATER / FINANCE				
<b>60811 Total</b>		77.8										
60812	8/3/2022	850	NORTH STATE AV, INC	11913	101	53601	215	SOUND SVC COLUSA TACOFEST AUG 6TH / ECON. DEV.				
<b>60812 Total</b>		850										
60813	8/2/2022	86.36	PAPE MACHINERY	13786640	101	52720	650	BALDE / PARKS				
60813	8/2/2022	120.74	PAPE MACHINERY	13787533	101	52720	650	EQUIPMENT MAINT./ PARKS				
<b>60813 Total</b>		207.1										
60814	8/2/2022	12146.7	WYATT PAXTON	565	101	52500	310	JULY 2022 EMAILS, INSPECTION, CALLS, TRAINING				
<b>60814 Total</b>		12146.7										
60815	8/1/2022	2551.36	PACIFIC GAS AND ELECTRIC	8/1/2022	101	52600	610	Utilities				
60815	8/1/2022	1604.41	PACIFIC GAS AND ELECTRIC	8/1/2022	101	52600	710	Utilities				
60815	8/1/2022	2978.34	PACIFIC GAS AND ELECTRIC	8/1/2022	101	52600	320	Utilities				
60815	8/1/2022	509.05	PACIFIC GAS AND ELECTRIC	8/1/2022	101	52600	630	Utilities				
60815	8/1/2022	16.5	PACIFIC GAS AND ELECTRIC	8/1/2022	620	52600	630	Utilities				
60815	8/1/2022	33.01	PACIFIC GAS AND ELECTRIC	8/1/2022	610	52600	630	Utilities				
60815	8/1/2022	7869.7	PACIFIC GAS AND ELECTRIC	8/1/2022	241	52600	630	Utilities				
60815	8/1/2022	180.5	PACIFIC GAS AND ELECTRIC	8/1/2022	640	52600	630	Utilities				
60815	8/1/2022	218.23	PACIFIC GAS AND ELECTRIC	8/1/2022	101	52600	640	Utilities				
60815	8/1/2022	1019.8	PACIFIC GAS AND ELECTRIC	8/1/2022	101	52600	650	Utilities				
60815	8/1/2022	1285.43	PACIFIC GAS AND ELECTRIC	8/1/2022	253	52600	640	Utilities				
60815	8/1/2022	19955.1	PACIFIC GAS AND ELECTRIC	8/1/2022	410	52600	670	Utilities				
60815	8/1/2022	27756.5	PACIFIC GAS AND ELECTRIC	8/1/2022	430	52600	690	Utilities				
60815	8/1/2022	1266.17	PACIFIC GAS AND ELECTRIC	8/1/2022	310	52600	650	Utilities				
<b>60815 Total</b>		67244.1										
60816	8/1/2022	5196.19	PREMIER ACCESS INSURAN	8/1/2022	997	22320		DENTAL INSURANCE PREMIUMS				
<b>60816 Total</b>		5196.19										
60817	8/1/2022	18.76	QUILL CORPORATION	26276420	214	52100	710	OFFICE SUPPLIES / POLICE				
<b>60817 Total</b>		18.76										
60818	8/1/2022	100	SIERRA CENTRAL CREDIT U	8/1/2022	101	22500		P/R Liab - Credit Union				
<b>60818 Total</b>		100										
60819	8/2/2022	45	SORENSEN PEST CONTROL	1224862	101	52700	320	MONTHLY PEST SERVICE / FIRE				
<b>60819 Total</b>		45										
60820	8/1/2022	60	STATE WATER RESOURCES	PO 65218	410	51300	670	JEREMY CAIN D2 RENEWAL / WATER				
<b>60820 Total</b>		60										
60821	8/1/2022	61	STATE DISBURSEMENT UNI	8/1/2022	101	22520		COURT ORDERED CHILD SUPPORT WITHHOLDING				
<b>60821 Total</b>		61										
60822	8/1/2022	110	SWRCB-DWOC	PO 65213	410	51300	670	JESSE CAIN D2 RENEWAL / WATER				
<b>60822 Total</b>		110										
60823	8/3/2022	350	YOLANDA TREVINO	PO 65220	101	53600	640	PARTIAL RENTAL REFUND DUE TO A/C & DEPOSIT				
<b>60823 Total</b>		350										
60824	8/3/2022	537.37	U. S. POST OFFICE	8/3/2022	410	52100	670	BULK POSTAGE FOR UTILITY BILLS/WATER				
60824	8/3/2022	537.37	U. S. POST OFFICE	8/3/2022	430	52100	690	BULK POSTAGE FOR UTILITY BILLS/SEWER				
<b>60824 Total</b>		1074.74										
60825	8/2/2022	84	FERNANDA VANETTA	PO 65158	101	53601	215	TEMPORARY FOOD PERMIT 22-72 / ECON. DEV.				

## CITY OF COLUSA

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## WARRANT LISTING

Item 6.

60825	8/2/2022	168	FERNANDA VANETTA	PO 65193	101	53601	215	TEMPORARY FOOD PERMIT 22-66 & 22-68		
<b>60825 Total</b>		252								
60826	8/2/2022	144	COLUSA COUNTY PIONEER	2022-0755	101	53100	110	LEGAL NOTICE / CITY CLERK		
<b>60826 Total</b>		144								
60827	7/27/2022	28.63	BERNICE DOMMER	000C20801	410	20310		MQ CUSTOMER REFUND FOR DOM0001		
<b>60827 Total</b>		28.63								
60828	7/27/2022	113.45	MICHEALE HELM	000C20801	410	20310		MQ CUSTOMER REFUND FOR HEL0004		
<b>60828 Total</b>		113.45								
60829	7/27/2022	143.16	JAVIER LOPEZ	000C20801	410	20310		MQ CUSTOMER REFUND FOR LOP0050		
<b>60829 Total</b>		143.16								
60830	8/1/2022	250	JEREMY CAIN	8/1/2022	101	22530		SECTION 125 CARE PLAN, JAN , FEB, MAR, APR, MAY		
<b>60830 Total</b>		250								
60831	8/2/2022	60	CITY OF YUBA CITY	28625	430	52520	690	TESTING / SEWER		
60831	8/2/2022	60	CITY OF YUBA CITY	28645	430	52520	690	TESTING / SEWER		
60831	8/2/2022	60	CITY OF YUBA CITY	28651	430	52520	690	TESTING / SEWER		
<b>60831 Total</b>		180								
60832	8/2/2022	39.3	DERODA INC.	62272	101	52720	320	OIL FILTER / FIRE		
<b>60832 Total</b>		39.3								
60833	8/2/2022	40.73	DAVISON DRUG & STATION	116197	101	52100	320	TAPE / FIRE		
<b>60833 Total</b>		40.73								
60834	8/2/2022	889.43	HOBLIT MOTORS	22199	101	52720	320	EQUIPMENT MAINT. / FIRE		
<b>60834 Total</b>		889.43								
60835	8/2/2022	2268	JON'S BACKFLOW	553	410	52500	670	PARTS / WATER		
<b>60835 Total</b>		2268								
60836	8/2/2022	4164.49	K & L SUPPLY, INC.	45030	430	52110	690	SUPPLIES / SEWER		
<b>60836 Total</b>		4164.49								
60837	8/1/2022	2607.18	KITTLE'S OUTDOOR & SPO	603771	214	52140	710	AMMUNITION / POLICE		
<b>60837 Total</b>		2607.18								
60838	8/1/2022	91.14	GEORGE L. MESSICK CO.	561360/1	430	52720	690	EQUIPMENT MAINT. / SEWER		
60838	8/1/2022	9.64	GEORGE L. MESSICK CO.	561477/1	410	52720	670	EQUIPMENT MAINT. / WATER		
60838	8/1/2022	21.43	GEORGE L. MESSICK CO.	561509/1	410	52700	670	BUILDING MAINT. / WATER		
60838	8/1/2022	18.79	GEORGE L. MESSICK CO.	561892/1	101	52160	630	SMALL TOOLS / STREETS		
60838	8/1/2022	27.87	GEORGE L. MESSICK CO.	561899/1	410	52720	670	EQUIPMENT MAINT. / WATER		
60838	8/1/2022	38.59	GEORGE L. MESSICK CO.	561969/1	430	52110	690	SUPPLIES / SEWER		
60838	8/1/2022	10.71	GEORGE L. MESSICK CO.	562115/1	430	52720	690	EQUIPMENT MAINT. / SEWER		
60838	8/1/2022	69.64	GEORGE L. MESSICK CO.	562580/1	310	52700	650	EQUIPMENT MAINT. / STATE PARK		
60838	8/1/2022	83.63	GEORGE L. MESSICK CO.	562696/1	430	52720	690	EQUIPMENT MAINT. / SEWER		
60838	8/1/2022	42.85	GEORGE L. MESSICK CO.	K61793/1	430	52700	690	BUILDING MAINTENANCE / SEWER		
60838	8/1/2022	19.47	GEORGE L. MESSICK CO.	K61801/1	430	52700	690	BUILDING MAINTENANCE / SEWER		
<b>60838 Total</b>		433.76								
60839	8/3/2022	958.33	AFLAC	288106-	101	22340		P/R Liab - Long Term Disa		
<b>60839 Total</b>		958.33								
60840	8/3/2022	54.7	AIRGAS USA, LLC	91279096	101	52150	320	OXYGEN / FIRE		
<b>60840 Total</b>		54.7								



## CITY OF COLUSA

AUGUST 2022

## WARRANT LISTING

Item 6.

60841	8/3/2022	2417.29	AQUA SIERRA CONTROLS INC	32701-	430	52500	690	TROUBLESHOOT READINGS / SEWER		
<b>60841 Total</b>		2417.29								
60842	8/3/2022	1040	SADIE ASH	8/2/2022	101	52500	640	PARKS & REC		
60842	8/3/2022	1560	SADIE ASH	8/2/2022	101	52500	210	COMMUNICATIONS		
60842	8/3/2022	1400	SADIE ASH	8/2/2022	101	52500	215	OPERATIONS		
<b>60842 Total</b>		4000								
60843	8/3/2022	52	CAPE ACCOUNTING	8/3/2022	214	51300	710	CAPE ONE DAY TRAINING SESSION / POLICE		
<b>60843 Total</b>		52								
60844	8/3/2022	1734.69	CALIFORNIA ENGINEERING	11735-	101	52500	620	GRANT PROJECT APPLICATION / CITY ENGINEER		
60844	8/3/2022	321.03	CALIFORNIA ENGINEERING	11736-	530	52500	620	TENNANT ESTATES OBS. INSPECTION / CITY ENGINEER		
60844	8/3/2022	695.57	CALIFORNIA ENGINEERING	11737-	253	52500	620	CITYWIDE ASSESSMENT DISTRICTS		
60844	8/3/2022	428.04	CALIFORNIA ENGINEERING	11737-	620	52500	620	CITYWIDE ASSESSMENT DISTRICTS		
60844	8/3/2022	428.04	CALIFORNIA ENGINEERING	11737-	610	52500	620	CITYWIDE ASSESSMENT DISTRICTS		
60844	8/3/2022	695.57	CALIFORNIA ENGINEERING	11737-	660	52500	620	CITYWIDE ASSESSMENT DISTRICTS		
60844	8/3/2022	535.05	CALIFORNIA ENGINEERING	11737-	640	52500	620	CITYWIDE ASSESSMENT DISTRICTS		
60844	8/3/2022	1565.82	CALIFORNIA ENGINEERING	11738-	101	52500	620	DESIGN STANDARDS UPDATE / CITY ENGINEER		
60844	8/3/2022	551.95	CALIFORNIA ENGINEERING	11739-	101	52500	620	FEMA MAPS / CITY ENGINEER		
<b>60844 Total</b>		6955.76								
60845	8/3/2022	60	CITY OF YUBA CITY	28664-	430	52520	690	TESTING / SEWER		
60845	8/3/2022	60	CITY OF YUBA CITY	28665-	430	52520	690	TESTING / SEWER		
60845	8/3/2022	60	CITY OF YUBA CITY	28674-	430	52520	690	TESTING / SEWER		
<b>60845 Total</b>		180								
60846	8/3/2022	1600	CIVICPLUS, LLC	234813-	101	52100	110	MUNICODE MEETING RENEWAL		
60846	8/3/2022	1600	CIVICPLUS, LLC	234813-	410	52100	670	MUNICODE MEETING RENEWAL		
60846	8/3/2022	1600	CIVICPLUS, LLC	234813-	430	52100	690	MUNICODE MEETING RENEWAL		
<b>60846 Total</b>		4800								
60847	8/3/2022	39.22	CLOSE LUMBER INC.	22072615	410	52720	670	CONCRETE / WATER		
<b>60847 Total</b>		39.22								
60848	8/3/2022	79.85	COLUSA PROFESSIONAL	8/3/2022	221	51300	320	REIMBURSEMENT FOR TRAVEL EXPENSE / FIRE		
60848	8/3/2022	340	COLUSA PROFESSIONAL	8/2/2022	101	22400		P/R Liab - Firemen Assoc		
<b>60848 Total</b>		419.85								
60849	8/3/2022	275	COLUSA COUNTY FARM BU	8/2/2022	101	52850	210	MEMBERSHIP DUES / ADMIN. SERVICES		
<b>60849 Total</b>		275								
60850	8/3/2022	36.86	DERODA INC.	066544-	430	52720	690	EQUIPMENT MAINT. / SEWER		
60850	8/3/2022	9.59	DERODA INC.	066564-	101	52160	630	SMALL TOOLS / STREETS		
60850	8/3/2022	166.44	DERODA INC.	066695-	101	52720	630	OIL FILTERS / STREETS		
60850	8/3/2022	112.05	DERODA INC.	066732-	101	52720	630	EQUIPMENT MAINT. / STREETS		
60850	8/3/2022	114.75	DERODA INC.	066955-	410	52720	670	EQUIPMENT MAINT. / WATER		
60850	8/3/2022	99.16	DERODA INC.	066963-	410	52720	670	EQUIPMENT MAINT. / WATER		
60850	8/3/2022	101.94	DERODA INC.	066990-	101	52720	650	EQUIPMENT MAINT. / PARKS		
60850	8/3/2022	143.67	DERODA INC.	067001-	101	52720	650	EQUIPMENT MAINT. / PARKS		
60850	8/3/2022	56.03	DERODA INC.	067124-	101	52720	630	EQUIPMENT MAINT. / STREETS		
<b>60850 Total</b>		840.49								
60851	8/3/2022	325	COMPUTER LOGISTICS	83523-	214	52500	710	MONTHLY CLOUD SERVICES / POLICE		

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<b>60851 Total</b>		325											
60852	8/3/2022	72.61	COMCAST	8/3/2022	101	53200	320	SERVICES 07/09-08/08,2022 / FIRE					
<b>60852 Total</b>		72.61											
60853	8/3/2022	290.72	CORBIN WILLITS SYSTEMS I	C207151-	101	53300	230	ENHANCEMENT AND SERVICES FEES					
60853	8/3/2022	290.72	CORBIN WILLITS SYSTEMS I	C207151-	410	53300	230	ENHANCEMENT AND SERVICES FEES					
60853	8/3/2022	290.73	CORBIN WILLITS SYSTEMS I	C207151-	430	53300	230	ENHANCEMENT AND SERVICES FEES					
<b>60853 Total</b>		872.17											
60854	8/3/2022	448.5	COLUSA POLICE ASSOCIATI	8/2/2022	101	22410		P/R Liab - Police Assoc D					
<b>60854 Total</b>		448.5											
60855	8/3/2022	97.43	L.N. CURTIS AND SONS	610887	101	51200	710	CLOTHING / POLICE					
<b>60855 Total</b>		97.43											
60856	8/3/2022	2526.1	DAVIES OIL COMPANY, INC	68868-	101	52270	710	Fuel					
60856	8/3/2022	1376.37	DAVIES OIL COMPANY, INC	68868-	101	52270	320	Fuel					
60856	8/3/2022	332.04	DAVIES OIL COMPANY, INC	68868-	101	52270	650	Fuel					
60856	8/3/2022	754.24	DAVIES OIL COMPANY, INC	68868-	410	52270	670	Fuel					
60856	8/3/2022	1313.81	DAVIES OIL COMPANY, INC	68868-	430	52270	690	Fuel					
60856	8/3/2022	1138.9	DAVIES OIL COMPANY, INC	68868-	101	52270	630	Fuel					
60856	8/3/2022	1516.45	DAVIES OIL COMPANY, INC	387396-	101	52270	630	Fuel					
<b>60856 Total</b>		8957.91											
60857	8/3/2022	22	DEPARTMENT OF JUSTICE	PO64270	101	52430	710	Weapons Permit Police					
<b>60857 Total</b>		22											
60858	8/3/2022	104	DEPARTMENT OF JUSTICE	PO64267	101	52430	710	CCW RENEWAL PERMIT: C. JOHN & J. GUIZAR					
60858	8/3/2022	52	DEPARTMENT OF JUSTICE	PO64268	101	52430	710	CCW RENEWAL PERMIT: F. LEONARD / POLICE					
<b>60858 Total</b>		156											
60859	8/3/2022	138	FRUIT GROWERS LABORAT	274990A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	18	FRUIT GROWERS LABORAT	274991A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	3360	FRUIT GROWERS LABORAT	274992A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	30	FRUIT GROWERS LABORAT	275174A-	410	52520	670	TESTING / WATER					
60859	8/3/2022	41	FRUIT GROWERS LABORAT	275175A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	55	FRUIT GROWERS LABORAT	275314A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	55	FRUIT GROWERS LABORAT	275323A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	30	FRUIT GROWERS LABORAT	275477A-	410	52520	670	TESTING / SEWER					
60859	8/3/2022	55	FRUIT GROWERS LABORAT	275544A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	55	FRUIT GROWERS LABORAT	275669A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	41	FRUIT GROWERS LABORAT	275808A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	30	FRUIT GROWERS LABORAT	275810A-	410	52520	670	TESTING / WATER					
60859	8/3/2022	55	FRUIT GROWERS LABORAT	275890A-	430	52520	690	TESTING / SEWER					
60859	8/3/2022	55	FRUIT GROWERS LABORAT	276039A-	430	52520	690	TESTING / SEWER					
<b>60859 Total</b>		4018											
60860	8/9/2022	500	MARCUS RODRIGUEZ	264	101	53601	215	CORNHOLE TOURNAMENT FOR TACO FEST / ECON. DEV.					
<b>60860 Total</b>		500											
60861	8/9/2022	433.5	THE HARTFORD	239696479	997	22310		LIFE INSURANCE PREMIUM					
<b>60861 Total</b>		433.5											
60862	8/9/2022	1200	VINCENT GARRAMORE	2899	101	53600	640	LIVE BAND CONCERT IN THE PARK 8/11/22 / REC					

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<b>60862 Total</b>		1200											
60863	8/15/2022	58.83	CINTAS	412404750	410	51200	670	LINEN MAINTNEANCE - WATER					
60863	8/15/2022	58.84	CINTAS	412404750	430	51200	690	LINEN MAINTNEANCE - SEWER					
60863	8/15/2022	37.03	CINTAS	412404753	101	51200	630	LINEN MAINTNEANCE / STREETS					
60863	8/15/2022	37.03	CINTAS	412404753	101	51200	650	LINEN MAINTNEANCE / PARKS					
<b>60863 Total</b>		191.73											
60864	8/15/2022	5.89	DERODA INC.	65480	430	52720	690	EQUIPMENT MAINT. / SEWER					
<b>60864 Total</b>		5.89											
60865	8/15/2022	84	DATCO SERVICE CORPORAT	168700	101	53300	630	APRIL, MAY, JUNE, CHARGES QRT 2					
60865	8/15/2022	84	DATCO SERVICE CORPORAT	168700	410	53300	670	APRIL, MAY, JUNE, CHARGES QRT 2					
60865	8/15/2022	84	DATCO SERVICE CORPORAT	168700	430	53300	690	APRIL, MAY, JUNE, CHARGES QRT 2					
<b>60865 Total</b>		252											
60866	8/15/2022	5200	DAVID J. PERRY, INC.	146	101	53800	320	CUSTOM WORK DOZER RESPOND BROWN RD FIRE / FIRE					
<b>60866 Total</b>		5200											
60867	8/15/2022	1506.46	HOBLIT MOTORS	22199A	101	52720	320	EQUIPMENT MAINT / FIRE					
<b>60867 Total</b>		1506.46											
60868	8/15/2022	99	ADDISON KIMBER LAY	8/15/2022	101	56402	640	REISSUE SCROREKEEPER & REFEREE 12/11/21					
<b>60868 Total</b>		99											
60869	8/15/2022	8.55	GEORGE L. MESSICK CO.	563129/1	430	52700	690	BUILDING MAINTNEANCE / SEWER					
<b>60869 Total</b>		8.55											
60870	8/15/2022	175	MARIA ONTIVEROS	8/15/2022	101	22530		FLEX ONE REIMBURSEMENT					
<b>60870 Total</b>		175											
60871	8/15/2022	1148.59	POSITIVE PROMOTIONS, IN	6992878	214	52100	710	FIDGET SPINNER, CRAYONS / POLICE					
<b>60871 Total</b>		1148.59											
60872	8/15/2022	105.15	AIRGAS USA, LLC	999050520	101	52150	320	OXYGEN / FIRE					
60872	8/15/2022	133.46	AIRGAS USA, LLC	999054747	101	52150	320	OXYGEN / FIRE					
<b>60872 Total</b>		238.61											
60873	8/15/2022	477.68	ALLIANT NETWORKING SER	13991	101	52500	230	MAINTENANCE AGREEMENT SEPT. 2022					
60873	8/15/2022	477.68	ALLIANT NETWORKING SER	13991	410	52500	230	MAINTENANCE AGREEMENT SEPT. 2022					
60873	8/15/2022	477.69	ALLIANT NETWORKING SER	13991	430	52500	230	MAINTENANCE AGREEMENT SEPT. 2022					
<b>60873 Total</b>		1433.05											
60874	8/16/2022	3304.7	AQUA SIERRA CONTROLS IN	32672	430	52500	690	INSTALLED SERVER / SEWER					
<b>60874 Total</b>		3304.7											
60875	8/15/2022	12.33	ARNOLD'S	98624	101	52720	630	EQUIPMENT MAINT. / STREETS					
<b>60875 Total</b>		12.33											
60876	8/15/2022	2000	SADIE ASH	PO 65877	101	53601	215	REIMBURSE SADIE FOR MARIACHI BAND / ECON. DEV.					
<b>60876 Total</b>		2000											
60877	8/16/2022	372.37	AT&T	18568667	101	53200	710	SERVICES 07/01-07/31 / POLICE					
<b>60877 Total</b>		372.37											
60878	8/15/2022	618.36	AT&T MOBILITY	8/15/2022	101	53200	320	WIRELESS SERVICE JULY & AUG / FIRE					
<b>60878 Total</b>		618.36											
60879	8/15/2022	125	JEANNE BRODERMAN	PO 65222	101	53600	640	REFUND FOR ART EXPLOSION ( S. BUCKLEY) - REC					
<b>60879 Total</b>		125											
60880	8/15/2022	199.96	H.R BEELER TRACTOR & EQ	IC17259	430	52720	690	EQUIPMENT MAINTNEANCE / SEWER					

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<b>60880 Total</b>		199.96											
60881	8/15/2022	359.25	JOHN BURGER HEATING AND	62762	101	52700	320	BUILDING MAINTENANCE / FIRE					
60881	8/16/2022	2800	JOHN BURGER HEATING AND	62803	101	52700	210	INSTALLED WINDOW AIR CONDITIONER / ADMIN. SERVICES					
60881	8/15/2022	80	JOHN BURGER HEATING AND	62813	101	52700	650	PERFORMED SYSTEM DIAGNOSTIC / PARKS					
<b>60881 Total</b>		3239.25											
60882	8/15/2022	60	CARDED WITH MALLORY G	PO 65883	101	53601	215	YARD SIGN RENTAL (TACOFEST) / ECON. DEV.					
<b>60882 Total</b>		60											
60883	8/16/2022	121.81	CBS LEASING COMPANY	32195222	214	53300	710	USAGE OF BLACK IMAGES / POLICE					
<b>60883 Total</b>		121.81											
60884	8/15/2022	58.83	CINTAS	412467757	410	51200	670	LINEN MAINTENANCE - WATER					
60884	8/15/2022	58.84	CINTAS	412467757	430	51200	690	LINEN MAINTENANCE - SEWER					
60884	8/15/2022	37.03	CINTAS	412467758	101	51200	630	LINEN MAINTENANCE / STREETS					
60884	8/15/2022	37.03	CINTAS	412467758	101	51200	650	LINEN MAINTENANCE / PARKS					
60884	8/15/2022	37.03	CINTAS	412537392	101	51200	630	LINEN MAINTNANCE / STREETS					
60884	8/15/2022	37.03	CINTAS	412537392	101	51200	650	LINEN MAINTNANCE / PARKS					
60884	8/15/2022	58.83	CINTAS	412537395	410	51200	670	LINEN MAINTENANCE- WATER					
60884	8/15/2022	58.84	CINTAS	412537395	430	51200	690	LINEN MAINTENANCE- SEWER					
60884	8/15/2022	58.83	CINTAS	412607505	410	51200	670	LINEN MAINT. - WATER					
60884	8/15/2022	58.84	CINTAS	412607505	430	51200	690	LINEN MAINT. - SEWER					
60884	8/15/2022	58.83	CINTAS	412675573	410	51200	670	LINEN MAINTENANCE - WATER					
60884	8/15/2022	58.84	CINTAS	412675573	430	51200	690	LINEN MAINTENANCE - SEWER					
60884	8/15/2022	37.03	CINTAS	412675577	101	51200	630	LINEN MAINT. / STREETS					
60884	8/15/2022	37.03	CINTAS	412675577	101	51200	650	LINEN MAINT. / PARKS					
60884	8/15/2022	67.55	CINTAS	412743722	101	51200	630	LINEN MAINT.					
60884	8/15/2022	67.56	CINTAS	412743722	101	51200	650	LINEN MAINT.					
60884	8/15/2022	87.09	CINTAS	412743729	410	51200	670	LINEN MAINT. - W/S					
60884	8/15/2022	87.1	CINTAS	412743729	430	51200	690	LINEN MAINT. - W/S					
60884	8/16/2022	37.03	CINTAS	412812295	101	51200	630	LINEN MAINTENANCE / STREETS					
60884	8/16/2022	37.03	CINTAS	412812295	101	51200	650	LINEN MAINTENANCE / PARKS					
60884	8/16/2022	58.83	CINTAS	412812303	410	51200	670	LINEN MAINTENANCE - WATER					
60884	8/16/2022	58.84	CINTAS	412812303	430	51200	690	LINEN MAINTENANCE - SEWER					
<b>60884 Total</b>		1193.89											
60885	8/16/2022	250	COLUSA RURAL FIREFIGHTER	PO 65161	101	53601	215	TACOFEST 2022 TIED FOR 2ND PLACE / ECON. DEV					
<b>60885 Total</b>		250											
60886	8/15/2022	8225	COLUSA INDUSTRIAL PROP	6403	410	53800	670	WATER SERVICE JUNE 27,-AUG 1, / WATER					
<b>60886 Total</b>		8225											
60887	8/15/2022	3.34	COLUSA COUNTY AUDITOR	4105	101	55890	230	REIMBURSEMENT ALTERNATIVE SENTENCING JUL-22					
<b>60887 Total</b>		3.34											
60888	8/16/2022	250	COLUSA PROFESSIONAL	PO 65162	101	53601	215	TACOFEST 2022 TIED FOR 2ND PLACE / ECON. DEV.					
<b>60888 Total</b>		250											
60889	8/15/2022	77.45	COLUSANET, INC	14800	310	52600	650	INTERNET ACCESS, MONTHLY RATE / STATE PARK					
<b>60889 Total</b>		77.45											
60890	8/15/2022	331.39	DERODA INC.	62285	214	52720	710	OIL DRAIN / POLICE					
60890	8/15/2022	8.75	DERODA INC.	63799	101	52720	630	EQUIPMENT MAINT. / STREETS					

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60890	8/15/2022	162.52	DERODA INC.	65654	430	52720	690	EQUIPMENT MAINT. / SEWER			
60890	8/15/2022	88.35	DERODA INC.	66259	430	52720	690	EQUIPMENT MAINT. / SEWER			
60890	8/15/2022	15.95	DERODA INC.	67395	101	52720	630	EQUIPMENT MAINT. / STREETS			
60890	8/15/2022	11.79	DERODA INC.	67405	101	52720	630	EQUIPMENT MAINT. / STREETS			
60890	8/15/2022	28.6	DERODA INC.	67455	101	52720	650	EQUIPMENT MAINT. / PARKS			
60890	8/15/2022	12.11	DERODA INC.	67460	101	52720	650	EQUIPMENT MAINT. / PARKS			
60890	8/15/2022	83.63	DERODA INC.	67506	101	52720	690	EQUIPMENT MAINT. / PARKS			
60890	8/15/2022	334.53	DERODA INC.	67527	101	52720	650	EQUIPMENT MAINT. / PARKS			
60890	8/15/2022	49.41	DERODA INC.	67894	430	52720	690	EQUIPMENT MAINT. / SEWER			
60890	8/15/2022	90.07	DERODA INC.	68004	101	52110	630	SUPPLIES / STREETS			
60890	8/15/2022	10.49	DERODA INC.	68014	430	52720	690	EQUIPMENT MAINT. / SEWER			
60890	8/15/2022	8.38	DERODA INC.	68034	101	52720	630	EQUIPMENT MAINT. / STREETS			
<b>60890 Total</b>		1235.97									
60891	8/15/2022	72.61	COMCAST	8/14/2022	101	53200	320	SERVICES FROM AUG 09-SEP 09, 2022 / FIRE			
60891	8/15/2022	80.62	COMCAST	8/15/2022	101	53200	630	SERVICES 07/31-08/30 / STREETS			
60891	8/16/2022	246.92	COMCAST	8/16/2022	101	53200	230	SERVICES AUG 13,-SEP 12, 2022 / FINANCE			
60891	8/15/2022	157.94	COMCAST	8/15/2022	101	53200	710	BUSINESS INTERNET 7/21-8/20 / POLICE			
<b>60891 Total</b>		558.09									
60892	8/15/2022	367.42	L.N. CURTIS AND SONS	INV620384	101	52200	320	TACTICAL BOOTS / FIRE			
60892	8/15/2022	2685.7	L.N. CURTIS AND SONS	INV621195	101	51200	320	CLOTHING / FIRE			
<b>60892 Total</b>		3053.12									
60893	8/16/2022	52	DARREN RAM	PO 64273	101	51170	710	GYM MEMBERSHIP REIMBUREMENT JULY*AUG / POLICE			
<b>60893 Total</b>		52									
60894	8/15/2022	84	DATCO SERVICE CORPORAT	170712	101	53300	630	JULY, AUG, SEPT, SERVICE FEE QRT 3			
60894	8/15/2022	84	DATCO SERVICE CORPORAT	170712	410	53300	670	JULY, AUG, SEPT, SERVICE FEE QRT 3			
60894	8/15/2022	84	DATCO SERVICE CORPORAT	170712	430	53300	690	JULY, AUG, SEPT, SERVICE FEE QRT 3			
<b>60894 Total</b>		252									
60895	8/15/2022	60	DAVIES CHEVRON	8/15/2022	214	52720	710	CARWASH X 6 / POLICE			
<b>60895 Total</b>		60									
60896	8/16/2022	208	DEPARTMENT OF JUSTICE	PO 64271	101	52430	710	Weapons Permit Police			
<b>60896 Total</b>		208									
60897	8/16/2022	132	DEPARTMENT OF JUSTICE	PO 64274	101	52120	710	EMPLOYEE CLEARANCES: EMMANUEL SOTO & MIGUEL RIOS			
<b>60897 Total</b>		132									
60898	8/15/2022	705.24	FRONTIER	8/15/2022	101	53200	320	Communications / FIRE			
<b>60898 Total</b>		705.24									
60899	8/15/2022	25.7	GRIFF'S FEED & SEED	2259	101	52110	630	CEMENT / STREETS			
<b>60899 Total</b>		25.7									
60900	8/15/2022	300	SANDRA HERNANDEZ	PO 65223	101	53800	640	REFUND FOR SCOUT CABIN RENTAL-NO A/C			
<b>60900 Total</b>		300									
60901	8/16/2022	1469.54	INTERSTATE SALES/ T-MAN	10987	211	52110	630	PAINT / STREETS			
<b>60901 Total</b>		1469.54									
60902	8/16/2022	549.65	JOHNSON PRINTING & DES	66451	410	52100	670	15000 NO. 10 WINDOW ENVELOPES - WATER			
60902	8/16/2022	549.66	JOHNSON PRINTING & DES	66451	430	52100	690	15000 NO. 10 WINDOW ENVELOPES - SEWER			
60902	8/16/2022	190.91	JOHNSON PRINTING & DES	66519	101	52100	310	2-PART CORRECTION NOTIES / BLDG. INSPECTOR			

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<b>60902 Total</b>		1290.22											
60903	8/16/2022	1986.53	JONES MAYER	8/16/2022	101	52500	240	ATTORNEY SERVICES/GENERAL FUND RETAINER					
60903	8/16/2022	1986.53	JONES MAYER	8/16/2022	410	52500	240	ATTORNEY SERVICES/WATER FUND RETAINER					
60903	8/16/2022	1956.88	JONES MAYER	8/16/2022	430	52500	240	ATTORNEY SERVICES/SEWER FUND RETAINER					
60903	8/16/2022	969.53	JONES MAYER	8/16/2022	553	52500	240	TRIPLE CROWN / INVOICE #108388					
<b>60903 Total</b>		6899.47											
60904	8/15/2022	1166.66	JENNIFER LAY-SCHNYDER	8/15/2022	101	52500	640	RECREATION COORDINATOR FEES AUG 2022 / REC					
<b>60904 Total</b>		1166.66											
60905	8/15/2022	500	MARKS, GABRIEL	8/15/2022	310	52500	650	COLUSA STATE PARK CAMP HOST AUG 2022					
<b>60905 Total</b>		500											
60906	8/16/2022	3.41	GEORGE L. MESSICK CO.	563038/1	430	52700	690	BUILDING MAINTENANCE / SEWER					
60906	8/16/2022	16.67	GEORGE L. MESSICK CO.	563165/1	430	52720	690	EQUIPMENT MAINT. / SEWER					
60906	8/16/2022	182.23	GEORGE L. MESSICK CO.	563268/1	101	52110	650	SUPPLIES / PARKS					
60906	8/16/2022	15	GEORGE L. MESSICK CO.	563761/1	101	52720	650	EQUIPMENT MAINT. / PARKS					
60906	8/16/2022	18.22	GEORGE L. MESSICK CO.	564125/1	101	52700	320	BUILDING MAINT. / FIRE					
60906	8/16/2022	5.12	GEORGE L. MESSICK CO.	564151/1	310	52110	650	SUPPLIES / STATE PARK					
60906	8/16/2022	25.71	GEORGE L. MESSICK CO.	564185/1	430	52110	690	SUPPLIES / SEWER					
60906	8/16/2022	112.56	GEORGE L. MESSICK CO.	564204/1	430	52700	690	BUILDING MAINT. / SEWER					
60906	8/16/2022	121.31	GEORGE L. MESSICK CO.	564274/1	101	51300	320	TRAINING PROP / FIRE					
60906	8/16/2022	10.71	GEORGE L. MESSICK CO.	564289/1	101	52700	320	BUILDING MAINT. / FIRE					
60906	8/16/2022	10.71	GEORGE L. MESSICK CO.	564310/1	430	52700	690	BUILDING MAINTENANCE / SEWER					
60906	8/16/2022	53.57	GEORGE L. MESSICK CO.	564314/1	430	52700	690	BUILDING MAINT. / SEWER					
60906	8/16/2022	61.09	GEORGE L. MESSICK CO.	564322/1	430	52110	690	SUPPLIES / SEWER					
60906	8/16/2022	30.01	GEORGE L. MESSICK CO.	564381/1	430	52700	690	BUILDING MAINT. / SEWER					
60906	8/16/2022	33.3	GEORGE L. MESSICK CO.	564544/1	101	52700	320	BUILDING MAINT. / FIRE					
60906	8/16/2022	10.71	GEORGE L. MESSICK CO.	564696/1	101	52700	630	BUILDING MAINT. / STREETS					
60906	8/16/2022	61.1	GEORGE L. MESSICK CO.	564723/1	430	52110	690	SUPPLIES / SEWER					
60906	8/16/2022	48.22	GEORGE L. MESSICK CO.	564750/1	101	52700	650	BUILDING MAINT. / PARKS					
60906	8/16/2022	3.2	GEORGE L. MESSICK CO.	564753/1	101	52110	630	SUPPLIES / STREETS					
60906	8/16/2022	26.79	GEORGE L. MESSICK CO.	564876/1	430	52700	690	BUILDING MAINTENANCE / SEWER					
60906	8/16/2022	35.36	GEORGE L. MESSICK CO.	564878/1	101	52720	630	EQUIPMENT MAINT. / FIRE					
60906	8/16/2022	14.08	GEORGE L. MESSICK CO.	564886/1	101	52700	650	BUILDING MAINT. / PARKS					
60906	8/16/2022	6.42	GEORGE L. MESSICK CO.	564955/1	101	52720	320	EQUIPMENT MAINT. / FIRE					
60906	8/16/2022	78.49	GEORGE L. MESSICK CO.	565113/1	101	52700	320	BUILDING MAINT. / FIRE					
60906	8/16/2022	31.82	GEORGE L. MESSICK CO.	565132/1	101	52700	320	BUILDING MAINT. / FIRE					
60906	8/16/2022	70.23	GEORGE L. MESSICK CO.	565187/1	101	52700	650	BUILDING MAINT. / PARKS					
60906	8/16/2022	18.21	GEORGE L. MESSICK CO.	565330/1	430	52700	690	BUILDING MAINT./ SEWER					
60906	8/16/2022	24.66	GEORGE L. MESSICK CO.	565473/1	101	52700	320	BUILDING MAINT. / FIRE					
60906	8/16/2022	20.95	GEORGE L. MESSICK CO.	565514/1	101	52720	650	EQUIPMENT MAINT. / PARKS					
60906	8/16/2022	6.41	GEORGE L. MESSICK CO.	565760/1	101	52110	650	SUPPLIES / PARKS					
60906	8/16/2022	7.7	GEORGE L. MESSICK CO.	565777/1	101	52700	630	BUILDING MAINT. / STREETS					
60906	8/16/2022	67.25	GEORGE L. MESSICK CO.	565779/1	101	52700	630	BUILDING MAINT. / STREETS					
60906	8/16/2022	126.52	GEORGE L. MESSICK CO.	565781/1	253	52250	640	CHLORINE / REC					
60906	8/16/2022	42.89	GEORGE L. MESSICK CO.	565782/1	101	52720	630	EQUIPMENT MAINT. / STREETS					

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60906	8/16/2022	19.27	GEORGE L. MESSICK CO.	565786/1	410	52700	670	BUILDING MAINT. / WATER			
60906	8/16/2022	96.51	GEORGE L. MESSICK CO.	565855/1	101	52110	630	SUPPLIES / STREETS			
60906	8/16/2022	-96.51	GEORGE L. MESSICK CO.	565864/1	101	52110	630	SUPPLIES / STREETS			
60906	8/16/2022	13.92	GEORGE L. MESSICK CO.	565902/1	101	52110	650	SUPPLIES / PARKS			
60906	8/16/2022	90.05	GEORGE L. MESSICK CO.	566036/1	253	52250	640	CHLORINE / REC			
60906	8/16/2022	128.49	GEORGE L. MESSICK CO.	566061/1	101	52720	650	EQUIPMENT MAINT. / PARKS			
60906	8/16/2022	27.86	GEORGE L. MESSICK CO.	566081/1	101	52720	650	EQUIPMENT MAINT. / PARKS			
60906	8/16/2022	171.54	GEORGE L. MESSICK CO.	566206/1	101	52700	630	BUILDING MAINT. / STREETS			
60906	8/16/2022	93.13	GEORGE L. MESSICK CO.	566253/1	101	53601	215	TACO EVENT / STREETS			
60906	8/16/2022	-37.45	GEORGE L. MESSICK CO.	566256/1	101	53601	215	TACO EVENT CREDIT / STREETS			
60906	8/16/2022	42.88	GEORGE L. MESSICK CO.	566271/1	101	52110	215	SUPPLIES / ECON. DEV.			
60906	8/16/2022	34.31	GEORGE L. MESSICK CO.	566325/1	410	52110	670	SUPPLIES / WATER			
60906	8/16/2022	162.98	GEORGE L. MESSICK CO.	566333/1	253	52250	640	CHLORINE / REC			
60906	8/16/2022	33.2	GEORGE L. MESSICK CO.	566357/1	101	52110	630	SUPPLIES / STREETS			
60906	8/16/2022	205.86	GEORGE L. MESSICK CO.	566358/1	101	52720	650	EQUIPMENT MAINT. / PARKS			
60906	8/16/2022	37.53	GEORGE L. MESSICK CO.	566372/1	253	52110	640	SUPPLIES / REC			
60906	8/16/2022	36.42	GEORGE L. MESSICK CO.	566379/1	410	52700	670	BUILDING MAINT. / WATER			
60906	8/16/2022	72.91	GEORGE L. MESSICK CO.	566532/1	253	52250	640	CHLORINE / REC			
60906	8/16/2022	7.5	GEORGE L. MESSICK CO.	566567/1	430	52720	690	EQUIPMENT MAINT. / SEWER			
60906	8/16/2022	27.84	GEORGE L. MESSICK CO.	566577/1	101	52720	630	EQUIPMENT MAINT. / STREETS			
60906	8/16/2022	13.92	GEORGE L. MESSICK CO.	566600/1	253	52700	640	BUILDING MAINTENANCE / REC			
60906	8/16/2022	162.98	GEORGE L. MESSICK CO.	566907/1	253	52250	640	CHLORINE / REC			
60906	8/16/2022	14.95	GEORGE L. MESSICK CO.	566933/1	101	52720	650	EQUIPMENT MAINT. / PARKS			
60906	8/16/2022	11.79	GEORGE L. MESSICK CO.	K65303/1	101	52700	650	BUILDING MAINT. / PARKS			
<b>60906 Total</b>		2772.51									
60907	8/15/2022	896.18	MME, MUNICIPAL MAINT.,	0171923-	101	52720	630	SEGMENT STEEL BRISTLE BROOM / STREETS			
<b>60907 Total</b>		896.18									
60908	8/16/2022	41.4	MT. SHASTA SPRING WATE	411880	214	52100	710	5 GAL PURIFIED / POLICE			
<b>60908 Total</b>		41.4									
60909	8/16/2022	42.56	PACIFIC STORAGE COMPAN	5119941	214	52100	710	SERVICE 64 GAL TOTE / POLICE			
<b>60909 Total</b>		42.56									
60910	8/15/2022	9979.69	PAC MACHINE COMPANY, I	87602	430	52720	690	EQUIPMENT MAINT. / SEWER			
<b>60910 Total</b>		9979.69									
60911	8/15/2022	1704.74	PAPE MACHINERY	13790543	101	52720	650	EQUIPMENT MAINT. / PARKS			
60911	8/16/2022	24.02	PAPE MACHINERY	13802262	101	52720	650	EQUIPMENT MAINT. / PARKS			
60911	8/15/2022	151.87	PAPE MACHINERY	13808574	101	52720	650	EQUIPMENT MAINT. / PARKS			
<b>60911 Total</b>		1880.63									
60912	8/16/2022	800	KAYLEE STARR POPPINGA	PO 65244	101	53600	640	CONCERT IN THE PARK AUG 18TH,2022- REC			
<b>60912 Total</b>		800									
60913	8/15/2022	70.76	PREMIER SOLAR ENERGY	PO 65226	101	53800	310	PARTIAL REFUND BUILDING (MPU) PM#22-149			
<b>60913 Total</b>		70.76									
60914	8/15/2022	25.05	QUILL CORPORATION	26487746	214	52100	710	OFFICE SUPPLIES / POLICE			
60914	8/16/2022	117.16	QUILL CORPORATION	26520711	101	52100	110	OFFICE EXPENSES / CITY CLERK			
60914	8/16/2022	117.16	QUILL CORPORATION	26520711	101	52100	210	OFFICE EXPENSES / ADMIN. SERVICES			

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60914	8/16/2022	117.16	QUILL CORPORATION	26520711	101	52100	220	OFFICE EXPENSES / PLANNING				
60914	8/16/2022	276.27	QUILL CORPORATION	26520711	101	52100	230	OFFICE EXPENSES / FINANCE				
60914	8/16/2022	117.15	QUILL CORPORATION	26520711	101	52100	320	OFFICE EXPENSES / FIRE				
60914	8/16/2022	117.15	QUILL CORPORATION	26520711	101	52100	630	OFFICE EXPENSES / STREETS				
60914	8/16/2022	117.15	QUILL CORPORATION	26520711	101	52100	650	OFFICE EXPENSES / PARKS				
60914	8/16/2022	117.15	QUILL CORPORATION	26520711	410	52100	670	OFFICE EXPENSES / WATER				
60914	8/16/2022	117.15	QUILL CORPORATION	26520711	430	52100	690	OFFICE EXPENSES / SEWER				
60914	8/16/2022	44.8	QUILL CORPORATION	26894556	430	52100	690	OFFICE SUPPLIES				
60914	8/16/2022	38.68	QUILL CORPORATION	26894556	101	52100	230	OFFICE SUPPLIES				
<b>60914 Total</b>		1322.03										
60915	8/16/2022	1000	RESTAURANT ON THE RAN	PO 65160	101	53601	215	FIRST PLACE TACOFEST 2022 BEST TACO / ECON. DEV.				
<b>60915 Total</b>		1000										
60916	8/15/2022	3748.61	RIDEOUT MEMORIAL HOSP	A00595062	221	51400	320	MEDICAL EXPENSE / FIRE				
<b>60916 Total</b>		3748.61										
60917	8/15/2022	517.88	SAM'S CLUB/SYNCHRONY E	8/15/2022	101	53800	320	SUPPLIES / FIRE				
<b>60917 Total</b>		517.88										
60918	8/16/2022	1081.08	SAN JOAQUIN CHEMICALS,	139205	430	52260	690	CHEMICALS / SEWER				
<b>60918 Total</b>		1081.08										
60919	8/15/2022	45	SORENSEN PEST CONTROL	1228425	101	52700	320	MONTHLY PEST SERVICE / FIRE				
<b>60919 Total</b>		45										
60920	8/15/2022	174.6	STOHLMAN ENTERPRISES I	11566	430	52720	690	EQUIPMENT MAINT / SEWER				
<b>60920 Total</b>		174.6										
60921	8/15/2022	30	JENNIFER THOMPSON	PO 65224	101	53600	640	REIMBURSEMENT PARK RENTAL SWITCHED PARKS / REC				
<b>60921 Total</b>		30										
60922	8/15/2022	75	TRANSUNION RISK AND AL	8/15/2022	214	52500	710	MINIMUM USAGE JULY 2022 / POLICE				
<b>60922 Total</b>		75										
60923	8/16/2022	279.9	TRI COUNTIES BANK	8/16/2022	101	52100	210	ZOOM / ADMIN SERVICES				
60923	8/16/2022	55	TRI COUNTIES BANK	8/16/2022	101	52100	230	CSMFO / FINANCE				
60923	8/16/2022	75.57	TRI COUNTIES BANK	8/16/2022	101	52110	215	AMAZON (TOILET PAPER)				
60923	8/16/2022	75.57	TRI COUNTIES BANK	8/16/2022	101	52110	230	AMAZON (TOILET PAPER)				
60923	8/16/2022	75.57	TRI COUNTIES BANK	8/16/2022	101	52110	320	AMAZON (TOILET PAPER)				
60923	8/16/2022	75.57	TRI COUNTIES BANK	8/16/2022	101	52110	630	AMAZON (TOILET PAPER)				
60923	8/16/2022	75.56	TRI COUNTIES BANK	8/16/2022	101	52110	650	AMAZON (TOILET PAPER)				
60923	8/16/2022	75.56	TRI COUNTIES BANK	8/16/2022	410	52110	670	AMAZON (TOILET PAPER)				
60923	8/16/2022	75.56	TRI COUNTIES BANK	8/16/2022	430	52110	690	AMAZON (TOILET PAPER)				
60923	8/16/2022	302.02	TRI COUNTIES BANK	8/16/2022	101	52110	650	BI-COUNTY IRRIGATION / PARKS				
60923	8/16/2022	3503.09	TRI COUNTIES BANK	8/16/2022	430	52720	690	HACH / SEWER				
60923	8/16/2022	64.32	TRI COUNTIES BANK	8/16/2022	101	53601	215	AMAZON / ECON. DEV.				
60923	8/16/2022	208.03	TRI COUNTIES BANK	8/16/2022	101	53601	215	AMAZON / ECON. DEV.				
60923	8/16/2022	398.96	TRI COUNTIES BANK	8/16/2022	263	52110	215	AMAZON (CV-1)				
60923	8/16/2022	106.25	TRI COUNTIES BANK	8/16/2022	410	51300	670	PACEONLINE / WATER				
60923	8/16/2022	884.13	TRI COUNTIES BANK	8/16/2022	101	52720	630	TINK / STREETS				
60923	8/16/2022	209.13	TRI COUNTIES BANK	8/16/2022	430	52110	690	AMAZON / SEWER				
60923	8/16/2022	29	TRI COUNTIES BANK	8/16/2022	214	52100	710	WHENIWORK / POLICE				



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60923	8/16/2022	6.11	TRI COUNTIES BANK	8/16/2022	214	52100	710	USPS / POLICE				
60923	8/16/2022	52	TRI COUNTIES BANK	8/16/2022	214	51300	710	CAL. ASSOC. (S MARTIN) / POLICE				
60923	8/16/2022	37.96	TRI COUNTIES BANK	8/16/2022	221	52720	320	NAPA / FIRE				
60923	8/16/2022	86	TRI COUNTIES BANK	8/16/2022	101	51300	320	PAYPAL / FIRE				
60923	8/16/2022	148	TRI COUNTIES BANK	8/16/2022	101	51300	320	YUBA COMMUNITY COLLEGE (TRAINING) / FIRE				
60923	8/16/2022	15	TRI COUNTIES BANK	8/16/2022	101	52500	215	BUFFER / ECON. DEV.				
60923	8/16/2022	9.99	TRI COUNTIES BANK	8/16/2022	101	52500	215	ADOBE / ECON. DEV.				
60923	8/16/2022	45	TRI COUNTIES BANK	8/16/2022	101	52500	215	CONSTANT/ECON. DEV.				
<b>60923 Total</b>		6968.85										
60924	8/15/2022	63.16	USA BLUEBOOK	63389	430	52110	690	SUPPLIES / SEWER				
<b>60924 Total</b>		63.16										
60925	8/15/2022	135	VALLEY TOXICOLOGY SERV	4533	214	52500	710	BLOWS,ALCOHOL & DRUG / POLICE				
<b>60925 Total</b>		135										
60926	8/15/2022	700	FERNANDA VANETTA	PO 65159	101	53601	215	REIMBURSEMENT TACOFEST MARIACHI BONITAS / ECON DEV				
<b>60926 Total</b>		700										
60927	8/16/2022	237.55	CRYSTAL VARGAS	8/16/2022	214	51300	710	REIMBURSEMENT OF TRAINING AND TRAVEL / POLICE				
<b>60927 Total</b>		237.55										
60928	8/15/2022	50	JOSEPH WEILER	PO 65242	101	53600	640	REIMBURSEMENT OF PARK RENTAL CANCELLATION				
<b>60928 Total</b>		50										
60929	8/15/2022	550	COLUSA COUNTY PIONEER	2022-0754	101	53601	215	TACO FEST AD FULL COLOR / ECON. DEV.				
60929	8/15/2022	850	COLUSA COUNTY PIONEER	2022-0759	101	53601	215	TACO FEST FULL COLOR AD / ECON DEV				
60929	8/15/2022	48	COLUSA COUNTY PIONEER	2022-0776	101	52100	220	LEGAL NOTICE PLANNING COMMISSION / PLANNING				
60929	8/15/2022	48	COLUSA COUNTY PIONEER	2022-0777	101	53100	220	LEGAL NOTICE- ORGANIC CROP SOLUTIONS/ PLANNING				
60929	8/15/2022	48	COLUSA COUNTY PIONEER	2022-0783	102	52100	220	LEGAL NOTICE- CANNABIS BUSINESS / PLANNING				
<b>60929 Total</b>		1544										
60930	8/15/2022	544.83	XEROX CORPORATIONS	3396932	101	53300	215	LEASE PAYMENT				
60930	8/15/2022	544.83	XEROX CORPORATIONS	3396932	101	53300	220	LEASE PAYMENT				
60930	8/15/2022	544.84	XEROX CORPORATIONS	3396932	101	53300	230	LEASE PAYMENT				
<b>60930 Total</b>		1634.5										
60931	8/24/2022	59482.5	MIKE'S UNIVERSAL SERVICE	8/24/2022	221	57100	320	COMPLETE ENGINE,PARTS,LABOR(VIN#95867) / FIRE				
<b>60931 Total</b>		59482.5										
60932	8/25/2022	958.33	AFLAC	660340	101	22340		P/R Liab - Long Term Disa				
<b>60932 Total</b>		958.33										
60933	8/29/2022	49.28	AIRGAS USA, LLC	912838180	101	52150	320	OXYGEN / FIRE				
60933	8/29/2022	48.42	AIRGAS USA, LLC	912887802	101	52150	320	OXYGEN / FIRE				
<b>60933 Total</b>		97.7										
60934	8/29/2022	22	ASCAP	8/29/2022	101	52400	640	LICENSE FEE / REC				
<b>60934 Total</b>		22										
60935	8/25/2022	37.03	CINTAS	412880428	101	51200	630	LINEN MAINTENANCE / STREETS				
60935	8/25/2022	37.03	CINTAS	412880428	101	51200	650	LINEN MAINTENANCE / PARKS				
60935	8/24/2022	58.83	CINTAS	412880432	410	51200	670	LINEN MAINTENANCE - WATER				
60935	8/24/2022	58.84	CINTAS	412880432	430	51200	690	LINEN MAINTENANCE - SEWER				
60935	8/29/2022	34.41	CINTAS	412946467	101	51200	630	LINEN MAINTENANCE - STREETS				
60935	8/29/2022	34.41	CINTAS	412946467	101	51200	650	LINEN MAINTENANCE- PARKS				

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60935	8/29/2022	56.21	CINTAS	412946474	410	51200	670	LINEN MAINTENANE - WATER				
60935	8/29/2022	56.21	CINTAS	412946474	430	51200	690	LINEN MAINTENANE - SEWER				
<b>60935 Total</b>		372.97										
60936	8/25/2022	60	CITY OF YUBA CITY	28688	430	52520	690	TESTING / SEWER				
60936	8/25/2022	60	CITY OF YUBA CITY	28690	430	52520	690	TESTING / SEWER				
60936	8/25/2022	60	CITY OF YUBA CITY	28694	430	52520	690	TESTING / SEWER				
60936	8/25/2022	60	CITY OF YUBA CITY	28718	430	52520	690	TESTING / SEWER				
60936	8/25/2022	60	CITY OF YUBA CITY	28736	430	52520	690	TESTING / SEWER				
60936	8/25/2022	60	CITY OF YUBA CITY	28744	430	52520	690	TESTING / SEWER				
60936	8/25/2022	60	CITY OF YUBA CITY	28773	430	52520	690	TESTING / SEWER				
60936	8/25/2022	60	CITY OF YUBA CITY	28774	430	52520	690	TESTING / SEWER				
60936	8/25/2022	60	CITY OF YUBA CITY	28782	430	52520	690	TESTING / SEWER				
<b>60936 Total</b>		540										
60937	8/23/2022	208	CLARK PEST CONTROL	31341316	101	52700	610	MONTHLY PEST / CITY HALL				
<b>60937 Total</b>		208										
60938	8/25/2022	340	COLUSA PROFESSIONAL	8/25/2022	101	22400		P/R Liab - Firemen Assoc				
60938	8/29/2022	160.25	COLUSA PROFESSIONAL	8/29/2022	221	51300	320	REIMBURSEMENT FOR PREPOSITION / FIRE				
<b>60938 Total</b>		500.25										
60939	8/24/2022	153.75	DERODA INC.	68372	430	52720	690	BATTERY / SEWER				
60939	8/24/2022	-48.87	DERODA INC.	68381	430	52720	690	CORE DEPOSIT / SEWER				
60939	8/24/2022	3.36	DERODA INC.	68391	430	52720	690	EQUIPMENT MAINT. / SEWER				
60939	8/24/2022	28.52	DERODA INC.	68438	101	52720	630	EQUIPMENT MAINT. / STREETS				
60939	8/24/2022	18.84	DERODA INC.	68512	101	52720	650	EQUIPMENT MAINT. / PARKS				
60939	8/29/2022	17.47	DERODA INC.	68530	101	52720	320	EQUIPMENT MAINTENANCE / FIRE				
60939	8/24/2022	12.74	DERODA INC.	68575	101	52720	630	EQUIPMENT MAINT. / STREETS				
60939	8/29/2022	80.87	DERODA INC.	68858	430	52720	690	EQUIPMENT MAINT. / SEWER				
60939	8/29/2022	185.39	DERODA INC.	68938	101	52720	630	EQUIPMENT MAINT. / STREETS				
60939	8/29/2022	8.13	DERODA INC.	68953	101	52720	630	EQUIPMENT MAINT. / STREETS				
60939	8/29/2022	189.99	DERODA INC.	69015	101	52720	310	EQUIPMENT MAINT. / BLDG. INSPECTOR				
60939	8/29/2022	26.2	DERODA INC.	69047	101	52720	630	EQUIPMENT MAINT. / STREETS				
60939	8/30/2022	91.69	DERODA INC.	69191	101	52720	630	EQUIPMENT MAINT. / STREETS				
60939	8/30/2022	30.5	DERODA INC.	69212	101	52720	630	EQUIPMENT MAINT. / STREETS				
60939	8/30/2022	15.48	DERODA INC.	69231	430	52720	690	EQUIPMENT MAINT. / SEWER				
<b>60939 Total</b>		814.06										
60940	8/30/2022	325	COMPUTER LOGISTICS	83604	214	52500	710	MONTHLY CLOUD SERVICES / POLICE				
<b>60940 Total</b>		325										
60941	8/25/2022	157.94	COMCAST	8/25/2022	101	52500	710	MONTHLY SVC AUG 21,-SEP 20 / POLICE				
<b>60941 Total</b>		157.94										
60942	8/23/2022	290.72	CORBIN WILLITS SYSTEMS	C208151	101	53300	230	ENHANCEMENT AND SERVICES MONTHLY FEES				
60942	8/23/2022	290.72	CORBIN WILLITS SYSTEMS	C208151	410	53300	230	ENHANCEMENT AND SERVICES MONTHLY FEES				
60942	8/23/2022	290.73	CORBIN WILLITS SYSTEMS	C208151	430	53300	230	ENHANCEMENT AND SERVICES MONTHLY FEES				
<b>60942 Total</b>		872.17										
60943	8/30/2022	400	CORDICO PSYCHOLOGICAL	6028	101	52500	710	PRE-EMP. PSYCH EVAL / POLICE				
<b>60943 Total</b>		400										

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60944	8/25/2022	448.5	COLUSA POLICE ASSOCIATI	8/25/2022	101	22410		P/R Liab - Police Assoc D					
<b>60944 Total</b>		448.5											
60945	8/29/2022	2642.4	DAVIES OIL COMPANY, INC	69076	101	52270	710	Fuel					
60945	8/29/2022	1231.88	DAVIES OIL COMPANY, INC	69076	101	52270	320	Fuel					
60945	8/29/2022	123.19	DAVIES OIL COMPANY, INC	69076	101	52270	650	Fuel					
60945	8/29/2022	1266.11	DAVIES OIL COMPANY, INC	69076	101	52270	630	Fuel					
60945	8/29/2022	470.02	DAVIES OIL COMPANY, INC	69076	410	52270	670	Fuel					
60945	8/29/2022	1017.3	DAVIES OIL COMPANY, INC	69076	430	52270	690	Fuel					
60945	8/29/2022	1117.42	DAVIES OIL COMPANY, INC	388258	430	52270	690	Fuel					
<b>60945 Total</b>		7868.32											
60946	8/29/2022	60.94	DAVISON DRUG & STATION	120607	101	52100	320	OFFICE SUPPLIES / FIRE					
<b>60946 Total</b>		60.94											
60947	8/24/2022	52	DEPARTMENT OF JUSTICE	PO 64275	101	52430	710	Weapons Permit Police					
<b>60947 Total</b>		52											
60948	8/23/2022	186	DEPARTMENT OF JUSTICE	PO 64272	101	52430	710	CCW PERMIT: C. FONTANA & H. HERBERT					
<b>60948 Total</b>		186											
60949	8/23/2022	5400	EMPLOYMENT DEVELOPM	8/23/2022	101	51140	215	UNEMPLOYMENT INS. BENEFIT / ECON. DEV.					
<b>60949 Total</b>		5400											
60950	8/24/2022	304	FRUIT GROWERS LABORAT	275173A	430	52520	690	TESTING / SEWER					
60950	8/24/2022	138	FRUIT GROWERS LABORAT	275476A	430	52520	690	TESTING / SEWER					
60950	8/24/2022	138	FRUIT GROWERS LABORAT	275809A	430	52520	690	TESTING / SEWER					
60950	8/24/2022	15	FRUIT GROWERS LABORAT	276043A	410	52520	670	TESTING / WATER					
60950	8/24/2022	138	FRUIT GROWERS LABORAT	276044A	430	52520	690	TESTING / SEWER					
60950	8/24/2022	55	FRUIT GROWERS LABORAT	276243A	430	52520	690	TESTING / SEWER					
60950	8/24/2022	55	FRUIT GROWERS LABORAT	276312A	430	52520	690	TESTING / SEWER					
60950	8/29/2022	30	FRUIT GROWERS LABORAT	276386A	410	52520	670	TESTING / WATER					
60950	8/24/2022	41	FRUIT GROWERS LABORAT	276387A	430	52520	690	TESTING / SEWER					
60950	8/29/2022	156	FRUIT GROWERS LABORAT	276388A	430	52520	690	TESTING / SEWER					
60950	8/29/2022	55	FRUIT GROWERS LABORAT	276393A	430	52520	690	TESTING / SEWER					
60950	8/29/2022	55	FRUIT GROWERS LABORAT	276541A	430	52520	690	TESTING / SEWER					
60950	8/29/2022	55	FRUIT GROWERS LABORAT	276551A	430	52520	690	TESTING / SEWER					
60950	8/29/2022	38	FRUIT GROWERS LABORAT	276552A	410	52520	670	TESTING / WATER					
60950	8/29/2022	66	FRUIT GROWERS LABORAT	276556A	410	52520	670	TESTING / WATER					
60950	8/29/2022	60	FRUIT GROWERS LABORAT	276734A	410	52520	670	TESTING / WATER					
60950	8/29/2022	105	FRUIT GROWERS LABORAT	276782A	430	52520	690	TESTING / SEWER					
60950	8/29/2022	55	FRUIT GROWERS LABORAT	276786A	430	52520	690	TESTING / SEWER					
<b>60950 Total</b>		1559											
60951	8/23/2022	160.72	FRONTIER	8/23/2022	101	53200	230	Communications					
60951	8/23/2022	93.59	FRONTIER	8/23/2022	101	53200	220	Communications					
60951	8/23/2022	93.59	FRONTIER	8/23/2022	101	53200	610	Communications					
60951	8/23/2022	54.46	FRONTIER	8/23/2022	101	53200	230	Communications					
60951	8/23/2022	54.46	FRONTIER	8/23/2022	101	53200	220	Communications					
60951	8/23/2022	54.46	FRONTIER	8/23/2022	101	53200	650	Communications					
60951	8/23/2022	54.46	FRONTIER	8/23/2022	410	53200	670	Communications					

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60951	8/23/2022	54.46	FRONTIER	8/23/2022	430	53200	690	Communications					
60951	8/23/2022	54.46	FRONTIER	8/23/2022	101	53200	310	Communications					
60951	8/23/2022	54.47	FRONTIER	8/23/2022	101	53200	640	Communications					
60951	8/23/2022	631.23	FRONTIER	8/23/2022	101	53200	710	Communications					
60951	8/23/2022	239.53	FRONTIER	8/23/2022	101	53200	320	Communications					
60951	8/23/2022	122.35	FRONTIER	8/23/2022	101	53200	630	Communications					
60951	8/23/2022	122.35	FRONTIER	8/23/2022	101	53200	650	Communications					
60951	8/23/2022	190.01	FRONTIER	8/23/2022	410	53200	670	Communications					
60951	8/23/2022	417.57	FRONTIER	8/23/2022	430	53200	690	Communications					
60951	8/23/2022	92	FRONTIER	8/23/2022	253	53200	640	Communications					
<b>60951 Total</b>		2544.17											
60952	8/29/2022	419.05	THE HARTFORD	239696190	997	22310		LIFE INSURANCE PREMIUM					
<b>60952 Total</b>		419.05											
60953	8/25/2022	1251.55	Hinderliter,de Llamas & A	SIN020944	101	52500	230	SALES TAX (JULY-SEPT 2022) / FINANCE					
<b>60953 Total</b>		1251.55											
60954	8/29/2022	20	MARIA HERNANDEZ	PO 65246	101	53800	640	REFUND DIFFERENCE FOR SOCCER(M. CLARK) / REC					
<b>60954 Total</b>		20											
60955	8/29/2022	124.95	HOBLIT CHEVROLET BUICK	36816	101	52720	320	EQUIPMENT MAINT. / FIRE					
<b>60955 Total</b>		124.95											
60956	8/24/2022	4526.35	K & L SUPPLY, INC.	45193	430	52110	690	SUPPLIES / SEWER					
<b>60956 Total</b>		4526.35											
60957	8/29/2022	55.72	ISHRAT AZIZ-KHAN	PO 65247	101	52100	230	REIMBURSEMENT FOR SUPPLIES FROM SAM'S(CCBF)					
60957	8/29/2022	55.72	ISHRAT AZIZ-KHAN	PO 65247	410	52100	670	REIMBURSEMENT FOR SUPPLIES FROM SAM'S(CCBF)					
60957	8/29/2022	55.72	ISHRAT AZIZ-KHAN	PO 65247	430	52100	690	REIMBURSEMENT FOR SUPPLIES FROM SAM'S(CCBF)					
60957	8/29/2022	19.74	ISHRAT AZIZ-KHAN	PO 65247	101	52100	215	COFFEE					
<b>60957 Total</b>		186.9											
60958	8/23/2022	98.69	SHELLY M. KITTLE	8/23/2022	101	53800	110	REIMBURSEMENT OF HEADPHONES & TRASMITTER					
60958	8/23/2022	98.69	SHELLY M. KITTLE	8/23/2022	410	53800	670	REIMBURSEMENT OF HEADPHONES & TRASMITTER					
60958	8/23/2022	98.69	SHELLY M. KITTLE	8/23/2022	430	53800	690	REIMBURSEMENT OF HEADPHONES & TRASMITTER					
<b>60958 Total</b>		296.07											
60959	8/29/2022	1238.69	LINCOLN AQUATICS	SNO088071	253	52250	640	CHLORINE / REC					
<b>60959 Total</b>		1238.69											
60960	8/29/2022	73.52	GEORGE L. MESSICK CO.	564266/1	101	52720	320	EQUIPMENT MAINT. / FIRE					
60960	8/29/2022	115.49	GEORGE L. MESSICK CO.	564533/1	101	52720	320	EQUIPMENT MAINT. / FIRE					
60960	8/24/2022	10.71	GEORGE L. MESSICK CO.	566957/1	253	52110	640	SUPPLIES / REC					
60960	8/24/2022	21.44	GEORGE L. MESSICK CO.	566982/1	430	52720	690	EQUIPMENT MAINTENANCE / SEWER					
60960	8/24/2022	2.67	GEORGE L. MESSICK CO.	566988/1	253	52110	640	SUPPLIES / REC					
60960	8/24/2022	14.99	GEORGE L. MESSICK CO.	567007/1	310	52700	650	EQUIPMENT MAINTENANCE / PARKS					
60960	8/24/2022	13.93	GEORGE L. MESSICK CO.	567081/1	101	52110	610	SUPPLIES / CITY HALL					
60960	8/24/2022	193	GEORGE L. MESSICK CO.	567114/1	253	52250	640	CHLORINE / REC					
60960	8/24/2022	24.65	GEORGE L. MESSICK CO.	567133/1	101	52720	630	EQUIPMENT MAINTENANCE / STREETS					
60960	8/24/2022	8.04	GEORGE L. MESSICK CO.	567170/1	101	52720	650	STARTER ROPE / PARKS					
60960	8/29/2022	10.71	GEORGE L. MESSICK CO.	567211/1	101	52720	320	EQUIPMENT MAINT. / FIRE					
60960	8/29/2022	26.8	GEORGE L. MESSICK CO.	567220/1	101	52720	320	EQUIPMENT MAINT. / FIRE					

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60960	8/25/2022	28.94	GEORGE L. MESSICK CO.	567294/1	101	52110	650	SUPPLIES / PARKS					
60960	8/24/2022	12.83	GEORGE L. MESSICK CO.	567307/1	101	52110	215	SMALL TOOLS / ECON. DEV.					
60960	8/24/2022	18.21	GEORGE L. MESSICK CO.	567321/1	101	52110	215	SUPPLIES / ECON. DEV.					
60960	8/24/2022	14.99	GEORGE L. MESSICK CO.	567547/1	101	52720	630	EQUIPMENT MAINTENANCE / STREETS					
60960	8/24/2022	109.36	GEORGE L. MESSICK CO.	567548/1	253	52250	640	CHLORINE / REC					
60960	8/29/2022	56.82	GEORGE L. MESSICK CO.	567571/1	310	52720	650	EQUIPMENT MAINT. / STATE PARK					
60960	8/29/2022	-26.8	GEORGE L. MESSICK CO.	567578/1	310	52720	650	EQUIPMENT MAINT. / STATE PARK					
60960	8/29/2022	10.67	GEORGE L. MESSICK CO.	567658/1	253	52720	640	CHLORINE / REC					
60960	8/29/2022	19.26	GEORGE L. MESSICK CO.	567689/1	101	52720	630	EQUIPMENT MAINT. / STREETS					
60960	8/29/2022	14.99	GEORGE L. MESSICK CO.	567794/1	101	52720	630	EQUIPMENT MAINT. / STREETS					
60960	8/29/2022	13.93	GEORGE L. MESSICK CO.	567866/1	101	52720	630	EQUIPMENT MAINT. / STREETS					
60960	8/29/2022	126.52	GEORGE L. MESSICK CO.	567867/1	253	52250	640	CHLORINE / REC					
60960	8/29/2022	27.01	GEORGE L. MESSICK CO.	567876/1	101	52110	630	DUSTER / STREETS					
60960	8/29/2022	8.56	GEORGE L. MESSICK CO.	567904/1	101	52720	630	EQUIPMENT MAINT / STREETS					
60960	8/30/2022	90.07	GEORGE L. MESSICK CO.	568146/1	253	52250	640	CHLORINE / REC					
60960	8/30/2022	45.02	GEORGE L. MESSICK CO.	568193/1	101	52260	650	CHEMICALS / PARKS					
60960	8/30/2022	14.99	GEORGE L. MESSICK CO.	568216/1	101	52720	650	MOTOR OIL / PARKS					
60960	8/29/2022	21.44	GEORGE L. MESSICK CO.	597659/1	101	52720	630	EQUIPMENT MAINT. / STREETS					
<b>60960 Total</b>		1122.76											
60961	8/25/2022	486.12	MES VISION	222192530	997	22330		VISION INSURANCE PREMIUMS					
<b>60961 Total</b>		486.12											
60962	8/25/2022	2150	MetLife Investors	8/25/2022	101	22510		P/R Liab - Deferred Comp					
<b>60962 Total</b>		2150											
60963	8/30/2022	9.79	MT. SHASTA SPRING WATE	406037	101	53300	630	5 GAL SPRING -COOLER RENTAL / STREETS					
60963	8/30/2022	18.9	MT. SHASTA SPRING WATE	413807	101	52100	230	5 GAL SPRING WATER / FINANCE					
<b>60963 Total</b>		28.69											
60964	8/24/2022	37.7	PACE SUPPLY CORP.	87638062-	410	52700	670	BUILDING MAINTENANCE / WATER					
<b>60964 Total</b>		37.7											
60965	8/23/2022	58.24	PACIFIC STORAGE COMPAN	5121540	101	51200	230	SERVICE 64 GA TOTE / FINANCE					
<b>60965 Total</b>		58.24											
60966	8/24/2022	238.89	PAPE MACHINERY	13846294	101	52720	650	EQUIPMENT MAINT. / PARKS					
60966	8/24/2022	153.02	PAPE MACHINERY	13850330	101	52720	650	MOWER BLADE / PARKS					
60966	8/24/2022	54.61	PAPE MACHINERY	13850364	101	52720	650	MOWER BLADE / PARKS					
60966	8/25/2022	115.24	PAPE MACHINERY	13864583	101	52720	650	EQUIPMENT MAINT. / PARKS					
60966	8/29/2022	128.65	PAPE MACHINERY	13867968	101	52720	650	EQUIPMENT MAINT. / PARKS					
<b>60966 Total</b>		690.41											
60967	8/29/2022	2533.32	PACIFIC GAS AND ELECTRIC	8/29/2022	101	52600	610	Utilities					
60967	8/29/2022	1708.03	PACIFIC GAS AND ELECTRIC	8/29/2022	101	52600	710	Utilities					
60967	8/29/2022	3042.4	PACIFIC GAS AND ELECTRIC	8/29/2022	101	52600	320	Utilities					
60967	8/29/2022	549.01	PACIFIC GAS AND ELECTRIC	8/29/2022	101	52600	630	Utilities					
60967	8/29/2022	16.5	PACIFIC GAS AND ELECTRIC	8/29/2022	620	52600	320	Utilities					
60967	8/29/2022	33.01	PACIFIC GAS AND ELECTRIC	8/29/2022	610	52600	630	Utilities					
60967	8/29/2022	7906.23	PACIFIC GAS AND ELECTRIC	8/29/2022	241	52600	630	Utilities					
60967	8/29/2022	174.73	PACIFIC GAS AND ELECTRIC	8/29/2022	640	52600	630	Utilities					

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60967	8/29/2022	315.3	PACIFIC GAS AND ELECTRIC	8/29/2022	101	52600	640	Utilities						
60967	8/29/2022	920	PACIFIC GAS AND ELECTRIC	8/29/2022	101	52600	650	Utilities						
60967	8/29/2022	1280.14	PACIFIC GAS AND ELECTRIC	8/29/2022	253	52600	640	Utilities						
60967	8/29/2022	16515.5	PACIFIC GAS AND ELECTRIC	8/29/2022	410	52600	670	Utilities						
60967	8/29/2022	27883.4	PACIFIC GAS AND ELECTRIC	8/29/2022	430	52600	690	Utilities						
60967	8/29/2022	1324.47	PACIFIC GAS AND ELECTRIC	8/29/2022	310	52600	650	Utilities						
<b>60967 Total</b>		64202												
60968	8/24/2022	179.36	PLATT ELECTRIC SUPPLY	3C89660	410	52700	670	BUILDING MAINT. / WATER						
<b>60968 Total</b>		179.36												
60969	8/25/2022	5055.67	PREMIER ACCESS INSURAN	8/25/2022	997	22320		DENTAL INSURANCE PREMIUMS						
<b>60969 Total</b>		5055.67												
60970	8/24/2022	1767	DANIEL J. QUINONEZ	Sep-22	101	52500	710	PROFESSIONAL SERVICES / POLICE						
<b>60970 Total</b>		1767												
60971	8/29/2022	275	R.B. SPENCER, INC	I10425	101	52700	320	BUILDING MAINT. / FIRE						
<b>60971 Total</b>		275												
60972	8/30/2022	37814.6	RECOLOGY	8/30/2022	101	55891	230	GARBAGE DELIQUENT ACCT. FY 21-22 / FINANCE						
<b>60972 Total</b>		37814.6												
60973	8/24/2022	37600	RICHARD'S TREE SERVICE,IN	16319	253	52500	630	CUT DOWN AND GRIND STUMP OF TREES / STREETS						
60973	8/29/2022	2900	RICHARD'S TREE SERVICE,IN	16336	253	52500	630	CUT DOWN CHINESE ELM TREE & GRIND STUMP/STREETS						
<b>60973 Total</b>		40500												
60974	8/23/2022	200	LETICIA RUIZ	PO 65227	101	53800	640	SCOUT CABIN DEPOSIT REFUND / REC						
<b>60974 Total</b>		200												
60975	8/29/2022	100	GUMERCINDO SALAZAR III	8/29/2022	221	51300	320	REIMBURSEMENT FOR TRAVEL / FIRE						
<b>60975 Total</b>		100												
60976	8/25/2022	100	SIERRA CENTRAL CREDIT U	8/25/2022	101	22500		P/R Liab - Credit Union						
<b>60976 Total</b>		100												
60977	8/25/2022	61	STATE DISBURSEMENT UNI	8/25/2022	101	22520		COURT ORDERED CHILD SUPPORT AUG 2022						
<b>60977 Total</b>		61												
60978	8/30/2022	483	SUNRISE ENVIRONMENTAL	133031	101	52110	630	CLEANING SUPPLIES / STREETS						
<b>60978 Total</b>		483												
60979	8/25/2022	134.69	SUPERIOR TIRE SERVICE	278573	101	52720	650	TIRE / PARKS						
60979	8/30/2022	274.09	SUPERIOR TIRE SERVICE	278784	101	52720	650	EQUIPMENT MAINT. / STREETS						
<b>60979 Total</b>		408.78												
60980	8/29/2022	982.25	SUTTER BUTTES COMMUN	44065	101	53200	320	MOBILE RADIO MICS FOR ALL UNITS / FIRE						
60980	8/29/2022	594.15	SUTTER BUTTES COMMUN	44071	101	53200	320	MOBILE RADIO REPAIR PARTS / FIRE						
60980	8/29/2022	10841	SUTTER BUTTES COMMUN	44074	221	57100	320	NEW-571 TRANSPORT UNIT / FIRE						
<b>60980 Total</b>		12417.4												
60981	8/29/2022	61.75	TERRY'S SMOG SHOP	15782	101	52720	630	TEST SMOG / STREETS						
60981	8/29/2022	61.75	TERRY'S SMOG SHOP	15800	430	52720	690	SMOG TEST / SEWER						
60981	8/29/2022	61.75	TERRY'S SMOG SHOP	15806	410	52720	670	SMOG TEST / SEWER						
60981	8/29/2022	61.75	TERRY'S SMOG SHOP	15807	430	52720	690	SMOG TEST / SEWER						
60981	8/29/2022	61.75	TERRY'S SMOG SHOP	15808	430	52720	690	SMOG TEST / SEWER						
60981	8/29/2022	61.75	TERRY'S SMOG SHOP	15909	101	52720	320	SMOG TEST / BLDG. INSPECTION						
60981	8/30/2022	61.75	TERRY'S SMOG SHOP	15948	101	52720	630	SMOG CHECK / STREETS						

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<b>60981 Total</b>		432.25											
60982	8/30/2022	1400	DAVID W. HODGES	19620	101	53601	215	STATIONARY FOR 7/4 - ECON. DEV.					
60982	8/30/2022	1400	DAVID W. HODGES	19620	101	53601	215	STATIONARY FOR 8/6 TACO FESTIVAL / ECON. DEV.					
<b>60982 Total</b>		2800											
60983	8/24/2022	266.96	USA BLUEBOOK	72944	430	52720	690	EQUIPMENT MAINTENANCE / SEWER					
60983	8/29/2022	34.27	USA BLUEBOOK	74427	430	52720	690	TESTING / SEWER					
60983	8/29/2022	654.27	USA BLUEBOOK	80779	410	52250	670	CHLORINE / WATER					
<b>60983 Total</b>		955.5											
60984	8/29/2022	45.58	VERIZON WIRELESS	8/29/2022	310	53200	650	CITY CELL PHONES					
60984	8/29/2022	394.37	VERIZON WIRELESS	8/29/2022	101	53200	710	CITY CELL PHONES					
60984	8/29/2022	86.99	VERIZON WIRELESS	8/29/2022	410	53200	670	CITY CELL PHONES					
60984	8/29/2022	167.32	VERIZON WIRELESS	8/29/2022	430	53200	690	CITY CELL PHONES					
60984	8/29/2022	81.16	VERIZON WIRELESS	8/29/2022	101	53200	650	CITY CELL PHONES					
60984	8/29/2022	134.22	VERIZON WIRELESS	8/29/2022	101	53200	630	CITY CELL PHONES					
60984	8/29/2022	89.42	VERIZON WIRELESS	8/29/2022	101	53200	210	CITY CELL PHONES					
<b>60984 Total</b>		999.06											
60985	8/23/2022	48	COLUSA COUNTY PIONEER	2022-0782	101	53100	710	LEGAL NOTICE ORDINANCE NO. 553 / POLICE					
60985	8/23/2022	225	COLUSA COUNTY PIONEER	2022-0789	101	52100	215	TACO FESTIVAL RESULTS / ECON. DEV.					
60985	8/23/2022	72	COLUSA COUNTY PIONEER	2022-0798	430	52100	690	LEGAL NOTICE UV DISINFECTION PROJECT / SEWER					
<b>60985 Total</b>		345											
60986	8/24/2022	139	ALLIANT INSURANCE SERVI	2059760	101	52850	230	FOURTH QUARTERLY ENDORSEMENT / FINANCE					
<b>60986 Total</b>		139											
60987	8/29/2022	60	CITY OF YUBA CITY	28363	430	52520	690	TESTING / SEWER					
60987	8/29/2022	60	CITY OF YUBA CITY	28365	430	52520	690	TESTING / SEWER					
60987	8/29/2022	60	CITY OF YUBA CITY	28382	430	52520	690	TESTING / SEWER					
60987	8/29/2022	60	CITY OF YUBA CITY	28406	430	52520	690	TESTNG / SEWER					
<b>60987 Total</b>		240											
60988	8/29/2022	21.44	GEORGE L. MESSICK CO.	560410/1	101	52720	320	EQUIPMENT MAINT. / FIRE					
60988	8/29/2022	6.42	GEORGE L. MESSICK CO.	561238/1	101	52720	320	EQUIPMENT MAINT. / FIRE					
<b>60988 Total</b>		27.86											
60989	8/30/2022	2.15	MT. SHASTA SPRING WATE	484767	101	52100	220	COOLER RENTAL / PLANNING					
60989	8/30/2022	2.15	MT. SHASTA SPRING WATE	496387	101	52100	220	COOLER RENTAL / PLANNING					
<b>60989 Total</b>		4.3											
<b>Grand Total</b>		499738											



August 31, 2022

Jesse Cain  
City Manager  
425 Webster Street  
Colusa, Ca 95932

RE: Waste Collection Service Rate Increases Effective January 1, 2023

Dear Mr. Cain:

Please accept this letter and supporting documentation as our written request for a rate increase to the annual change in consumer price index and other expenses per the Franchise Agreement.

The rate adjustment formulas consist of three components; the base rate component which increased 6.80%, the fuel component which increased 46.07%, and the disposal component which increased 4.92%. The supporting schedules show how the increases to the individual rate component are applied to current rate.

The residential rate adjustment formula results in a 7.52% increase, which equates to a \$3.32 increase per month for 96-gallon service. Commercial rates are also increasing 7.52% above the current rates.

The new rates will become effective January 1, 2023.

Sincerely,

A handwritten signature in blue ink that reads 'Marci Walton'.

Recology Butte Colusa Counties  
Marci Walton  
General Manager

CC: David Adler  
Wayne Moeller  
Andres Corneliuz



## Franchise Agreement

Item 7.

between

**The City of Colusa**

and

Recology Butte Colusa Counties

**EXHIBIT A - Monthly Service Billing Rates****Effective January 1, 2023 through December 31, 2023**

<b>Residential</b>	
Size	Rate
32 gallon	\$ 43.16
64 gallon	45.38
96 gallon	47.49

<b>Temporary Bin Rental: 7 Days</b>	
Size	Rate
3 cu yd	\$ 72.16
6 cu yd	\$ 122.70

<b>Commercial</b>					
Size	Frequency				
	1 x	2 x	3 x	4 x	5 x
96 gallon	\$ 47.49				
2 cu yd	129.47	\$ 258.92	\$ 388.42	\$ 517.91	\$ 647.32
3 cu yd	194.22	388.43	582.70	776.83	971.03
4 cu yd	258.96	517.97	776.90	1,035.91	1,294.86
6 cu yd	388.43	776.83	1,165.32	1,553.71	1,942.17
8 cu yd	517.94	1,035.85	1,553.76	2,071.53	2,589.61

## City of Colusa

## Monthly Service Billing Rates

Effective January 1, 2023 through December 31, 2023

Source: "Exhibit B - Components ..." of Agreement Dated 2 December 2008

Rates & Components: January 1, 2022 - December 31, 2022						
Service Description	MSW Disposal	Fuel	Other Operating	Sub Total	Franchise Fee	TOTAL RATE
Adjustment Description Amount					FFee 10.000%	
<b>Residential</b>						
32 Gallon	\$ 13.49	\$ 1.29	\$ 21.37	\$ 36.15	\$ 4.02	\$ 40.16
64 Gallon	14.19	1.38	22.41	37.98	4.22	42.20
96 Gallon	14.85	1.45	23.45	39.75	4.42	44.17
<b>Commercial</b>						
96 Gallon - 1 x per week	\$ 14.85	\$ 1.45	\$ 23.45	\$ 39.75	\$ 4.42	\$ 44.17
2 Yard Bin - 1 x per week	40.52	3.90	63.96	108.38	12.04	120.42
3 Yard Bin - 1 x per week	60.74	5.85	95.99	162.58	18.06	180.64
4 Yard Bin - 1 x per week	80.99	7.78	128.02	216.79	24.09	240.88
4 Yard Comp - 1 x per week	85.29	8.19	134.80	228.28	25.36	253.64
6 Yard Bin - 1 x per week	121.49	11.68	192.00	325.17	36.13	361.30
8 Yard Bin - 1 x per week	161.99	15.58	256.02	433.59	48.18	481.77
2 Yard Bin - 2 x per week	80.99	7.78	128.00	216.77	24.09	240.86
3 Yard Bin - 2 x per week	121.49	11.68	192.00	325.17	36.13	361.30
4 Yard Bin - 2 x per week	161.99	15.58	256.04	433.61	48.18	481.79
4 Yard Comp - 2 x per week	170.59	16.39	269.58	456.56	50.73	507.29
6 Yard Bin - 2 x per week	242.96	23.35	384.02	650.33	72.26	722.58
8 Yard Bin - 2 x per week	323.97	31.14	512.05	867.16	96.36	963.51
2 Yard Bin - 3 x per week	121.49	11.68	191.99	325.16	36.13	361.29
3 Yard Bin - 3 x per week	182.25	17.54	288.01	487.80	54.20	542.00
4 Yard Bin - 3 x per week	242.96	23.35	384.07	650.38	72.26	722.64
4 Yard Comp - 3 x per week	255.86	24.56	404.38	684.80	76.09	760.89
6 Yard Bin - 3 x per week	364.49	35.03	576.03	975.55	108.40	1,083.94
8 Yard Bin - 3 x per week	485.96	46.72	768.05	1,300.73	144.53	1,445.25
2 Yard Bin - 4 x per week	161.99	15.58	255.99	433.56	48.18	481.73
3 Yard Bin - 4 x per week	242.96	23.35	384.02	650.33	72.26	722.58
4 Yard Bin - 4 x per week	323.97	31.14	512.10	867.21	96.36	963.57
4 Yard Comp - 4 x per week	341.16	32.76	539.18	913.10	101.46	1,014.56
6 Yard Bin - 4 x per week	485.96	46.72	768.01	1,300.69	144.53	1,445.21
8 Yard Bin - 4 x per week	647.95	62.27	1,023.96	1,734.18	192.69	1,926.87
2 Yard Bin - 5 x per week	202.46	19.45	320.00	541.91	60.22	602.12
3 Yard Bin - 5 x per week	303.72	29.19	479.99	812.90	90.32	903.22
4 Yard Bin - 5 x per week	404.97	38.92	640.10	1,083.99	120.44	1,204.43
4 Yard Comp - 5 x per week	426.44	40.95	673.98	1,141.37	126.82	1,268.19
6 Yard Bin - 5 x per week	607.44	58.40	960.04	1,625.88	180.65	1,806.53
8 Yard Bin - 5 x per week	809.93	77.86	1,280.09	2,167.88	240.88	2,408.76
<b>Temporary Bin Rental - 7 days</b>						
3 Yard Bin	\$ 22.55	\$ 2.18	\$ 35.67	\$ 60.40	\$ 6.71	\$ 67.11
6 Yard Bin	38.35	3.69	60.67	102.71	11.41	114.12

Recology Butte Colusa Counties  
**City of Colusa**  
**Monthly Service Billing Rates**  
**Effective January 1, 2023 thro**  
Source: "Exhibit B - Componen

Item 7.

**Rates & Components Effective January 1, 2023 - December 31, 2023**

Service Description	MSW Disposal	Fuel	Other Operating	Sub Total	Franchise Fee	TOTAL RATE
Adjustment Description Amount	Gate 4.920%	Fuel Index 46.070%	CPI Index 6.800%		FFee 10.000%	
<b>Residential</b>						
32 Gallon	\$ 14.15	\$ 1.88	\$ 22.82	\$ 38.85	\$ 4.32	\$ 43.16
64 Gallon	14.89	2.02	23.93	40.84	4.54	45.38
96 Gallon	15.58	2.12	25.04	42.74	4.75	47.49
<b>Commercial</b>						
96 Gallon - 1 x per week	\$ 15.58	\$ 2.12	\$ 25.04	\$ 42.74	\$ 4.75	\$ 47.49
2 Yard Bin - 1 x per week	42.51	5.70	68.31	116.52	12.95	129.47
3 Yard Bin - 1 x per week	63.73	8.55	102.52	174.80	19.42	194.22
4 Yard Bin - 1 x per week	84.97	11.36	136.73	233.06	25.90	258.96
4 Yard Comp - 1 x per week	89.49	11.96	143.97	245.42	27.27	272.69
6 Yard Bin - 1 x per week	127.47	17.06	205.06	349.59	38.84	388.43
8 Yard Bin - 1 x per week	169.96	22.76	273.43	466.15	51.79	517.94
2 Yard Bin - 2 x per week	84.97	11.36	136.70	233.03	25.89	258.92
3 Yard Bin - 2 x per week	127.47	17.06	205.06	349.59	38.84	388.43
4 Yard Bin - 2 x per week	169.96	22.76	273.45	466.17	51.80	517.97
4 Yard Comp - 2 x per week	178.98	23.94	287.91	490.83	54.54	545.37
6 Yard Bin - 2 x per week	254.91	34.11	410.13	699.15	77.69	776.83
8 Yard Bin - 2 x per week	339.91	45.49	546.87	932.27	103.59	1,035.85
2 Yard Bin - 3 x per week	127.47	17.06	205.05	349.58	38.84	388.42
3 Yard Bin - 3 x per week	191.22	25.62	307.59	524.43	58.27	582.70
4 Yard Bin - 3 x per week	254.91	34.11	410.19	699.21	77.69	776.90
4 Yard Comp - 3 x per week	268.45	35.87	431.88	736.20	81.80	818.00
6 Yard Bin - 3 x per week	382.42	51.17	615.20	1,048.79	116.54	1,165.32
8 Yard Bin - 3 x per week	509.87	68.24	820.28	1,398.39	155.38	1,553.76
2 Yard Bin - 4 x per week	169.96	22.76	273.40	466.12	51.80	517.91
3 Yard Bin - 4 x per week	254.91	34.11	410.13	699.15	77.69	776.83
4 Yard Bin - 4 x per week	339.91	45.49	546.92	932.32	103.59	1,035.91
4 Yard Comp - 4 x per week	357.95	47.85	575.84	981.64	109.07	1,090.71
6 Yard Bin - 4 x per week	509.87	68.24	820.23	1,398.34	155.38	1,553.71
8 Yard Bin - 4 x per week	679.83	90.96	1,093.59	1,864.38	207.15	2,071.53
2 Yard Bin - 5 x per week	212.42	28.41	341.76	582.59	64.74	647.32
3 Yard Bin - 5 x per week	318.66	42.64	512.63	873.93	97.10	971.03
4 Yard Bin - 5 x per week	424.89	56.85	683.63	1,165.37	129.49	1,294.86
4 Yard Comp - 5 x per week	447.42	59.82	719.81	1,227.05	136.34	1,363.39
6 Yard Bin - 5 x per week	637.33	85.30	1,025.32	1,747.95	194.22	1,942.17
8 Yard Bin - 5 x per week	849.78	113.73	1,367.14	2,330.65	258.96	2,589.61
<b>Temporary Bin Rental - 7 days</b>						
3 Yard Bin	\$ 23.66	\$ 3.18	\$ 38.10	\$ 64.94	\$ 7.22	\$ 72.16
6 Yard Bin	40.24	5.39	64.80	110.43	12.27	122.70

City of Colusa

Transfer Station

Rate Component Adjustment Calculation

Effective January 1, 2023 through December 31, 2023

Source: Norcal System & Maxwell Transfer Station

Fee Description	Price
Operating Fee - Base Price	\$ 40.20
Transfer Station Upgrades	4.74
Disposal Component	45.48
County Fees	14.00
Other	0.00
<b>Total Rate</b>	<b>\$ 104.42</b>
Prior Year Rate	99.52
Increase / (Decrease)	\$4.90
% Increase / -Decrease	4.924%
<b>% Increase / -Decrease rounded to 4 decimal places</b>	<b>4.920%</b>

## City of Colusa

**Fuel Adjustment Calculation**

Effective January 1, 2023 through December 31, 2023

Source: EIA California Monthly Retail On-Highway Diesel Prices

Month	Average Price (in Cents per Gallon)
July 2021	4.195
August 2021	4.291
September 2021	4.324
October 2021	4.481
November 2021	4.745
December 2021	4.776
January 2022	4.803
February 2022	5.018
March 2022	6.133
April 2022	6.260
May 2022	6.479
June 2022	6.874
Average Price (Cents per Gallon)	5.198
Fuel Price Basis (prior year per Agreement)	3.559
Fuel Price Differential	1.640
% Differential	46.073%
<b>Rounded to 4 decimal places</b>	<b>46.070%</b>

City of Colusa

**Cost of Living (CPI) Adjustment Calculation**

Effective January 1, 2023 through December 31, 2023

<b>Adjustment Basis:</b>	
Consumer Price Indexes	
Pacific Cities & U.S. City Average	
<b>June</b>	
All Items Indexes	
All Urban Consumers (CPI-U)	
<b>San Francisco - Oakland - Hayward</b>	

<b>Calculation</b>		
Index	June 2022	330.5390
Index	June 2021	309.4970
Change in Index		21.0420
% Change in Index		6.799%
Rounded to	4 decimal places	<b>6.800%</b>

# CERBT Valuation Packet

The California Employers' Retiree Benefit Trust (CERBT) Fund is an Internal Revenue Code Section 115, multiple-employer OPEB trust fund and has a fiduciary responsibility for financial reporting in accordance to the Governmental Accounting Standards Statement No. 74. As such, we request all participating employers to submit a renewal OPEB Valuation or AMM Report at least every two years, along with this valuation packet consisting of the Certification of Funding Policy, the Summary of Actuarial Information, and the Certification of Actuarial Information. The information provided in the OPEB valuation or AMM report is essential to the accuracy of the administration and reporting of the CERBT Fund.

## City of Colusa

Employer Name

**06/30/2021**

Valuation Date

### Renewal Valuation Checklist

Please email a copy of your agency's final OPEB valuation or AMM report, along with this completed packet to [CERBT4U@calpers.ca.gov](mailto:CERBT4U@calpers.ca.gov). If you have any questions, contact us at [CERBT4U@calpers.ca.gov](mailto:CERBT4U@calpers.ca.gov).

- ☒ OPEB Valuation or AMM Report (Final version)
- ☒ Certification of Funding Policy (pages 2-3, completed and signed)
- ☒ Summary of Actuarial Information (pages 4-5, completed)
- ☒ Certification of Actuarial Information (page 6, completed and signed)



**CERBT Valuation Packet**  
**Certification of Funding Policy (1 of 2)**

Item 8.

City of Colusa

Employer Name

06/30/2021

Valuation Date

**CERBT Asset Allocation Strategy Selection**

As the employer, I certify that my agency chooses the following CERBT asset allocation strategy:

CERBT Asset Allocation Strategy	Long-Term Expected Rate of Return	Expected Volatility (Standard Deviation)
<input checked="" type="checkbox"/> Strategy 1	7.59%	11.83%
<input type="checkbox"/> Strategy 2	7.01%	9.24%
<input type="checkbox"/> Strategy 3	6.22%	7.28%

**Funding Method**

As the employer, I certify that our OPEB funding method and intent for the period covered by our current OPEB valuation or AMM report is to contribute consistently an amount that is equal to:

- ☒ ADC funding method: 100 % of the Actuarially Determined Contribution (ADC) as determined in our OPEB valuation or AMM report.
- ☐ Other funding method: We will contribute to the trust using an approach not directly related to the ADC. Please describe in the comment section below.

If applicable, please provide ADC amounts and periods covered as determined in the report:

First Fiscal Year-End :

06/30/2023

MM/DD/YYYY

\$ 154,022

ADC Amount

Second Fiscal Year-End:

06/30/2024

MM/DD/YYYY

\$ 158,638

ADC Amount

**Comments**

ADC's were calculated with a discount rate of 6.10%.  
The ADC for 6/30/2022 is \$145,476 as calculated in the 2019 valuation with a 6.75% discount rate.



**CERBT Valuation Packet**  
**Certification of Funding Policy (2 of 2)**

Item 8.

**Contribution and Reimbursement Method**

As the employer, I certify that we intend to make CERBT contributions and request eligible reimbursements in the following manner:

- ☐ Contribute full ADC payments to the trust and seek reimbursements for pay-go costs.
- ☐ Contribute ADC payments to the CERBT net of pay-go costs and not seek reimbursement (ADC minus pay-go = Trust Contribution).
- ☒ Other contribution and/or reimbursement method, e.g. initial/ ad hoc lump sum contribution. Please describe in the comment section below.

**Comments**

City will contribute full ADC less the current year implicit subsidy each year and request a partial refund of retiree benefits paid.

**Employer Certification**

As the employer, we understand that we must obtain an OPEB valuation or AMM report on at least a biennial basis.

We understand that we will be asked to provide accounting information to CalPERS as required to facilitate CalPERS compliance with Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Post-Employment Benefit Plans Other than Pension Plans (OPEB Standards) reporting requirements and we agree to make any information requested available to CalPERS on a timely basis.

We understand that CalPERS will provide us the Schedule of Changes in Fiduciary Net Position by Employer, which can be used to prepare our GASB OPEB Standards reporting. CalPERS will report information pertaining to GASB OPEB Standards for Agent OPEB Plans.

City of Colusa

Employer Name

06/30/2021

Valuation Date

ISHRAT AZIZ-KHAN  
Name

FINANCE DIRECTOR  
Title

Bunt Aziz Khan  
Signature

9-27-2022  
Date

**CERBT Valuation Packet**  
**Summary of Actuarial Information (1 of 2)**

Item 8.

**City of Colusa**

Employer Name

**06/30/2021**

Valuation Date

**Actuarial Firm Contact Information**

Catherine L. MacLeod, FSA, FCA, EA, MAAA

**MacLeod Watts Inc.**

Actuary/Contact Name

Actuarial Firm

cmacleod@macleodwatts.com

503-419-0462

Email

Phone Number

**Person Completing this Form**

Raegann Conner

**MacLeod Watts Inc.**

Contact Name

Organization

rconner@macleodwatts.com

503-419-0464

Email

Phone Number

If using a GASB 75 accounting valuation or AMM report, complete sections I, II, IV, and V. If using a funding valuation, complete sections I, III, IV, and V. If using a blended valuation, complete all sections, as applicable.

**Section I: Actuarial Data**

1. Valuation type (Accounting, Funding, or both)

Both

2. Valuation frequency (Annual or Biennial)

Biennial

3. Total Present Value of Future Benefits (PVFB)

\$ 3,940,980.00

i. Date PVFB was calculated as of

06/30/2021

**Section II: GASB 75 Accounting Valuation or AMM** (complete if using a GASB 75 accounting valuation or AMM)

4. Measurement Date

06/30/2021

5. Total OPEB Liability (TOL)

\$ 3,035,513.00

6. Fiduciary Net Position (FNP) at Measurement Date

\$ 2,451,154.00

7. Net OPEB Liability (TOL-FNP)

\$ 584,359.00

8. This report provides financial reporting data for the following period:

Fiscal Year-End for your GASB 75 reporting

06/30/2022

MM/DD/YYYY

## CERBT Valuation Packet

### Summary of Actuarial Information (2 of 2)

**Section III: Funding Valuation (complete if using a funding valuation)**

9. Actuarial Accrued Liability (AAL)	\$ 3,035,513.00
10. Actuarial Value of Assets (AVA)	\$ 2,451,154.00
11. Unfunded Actuarial Accrued Liability (AAL-AVA)	\$ 584,359.00

**Section IV: Demographic Data (as of valuation date)**

12. Number of active plan members	32
13. Number of inactive plan members currently receiving benefit payments	27
14. Number of inactive plan members entitled to but not yet receiving benefit payments	12

**Section V: Benefit Payment Data**

	Year ending date of projected benefit payments (MM/DD/YYYY)	Projected employer paid retiree premium payments (Do not include implicit rate subsidy)	Projected implicit rate subsidy payments
Year 1	06/30/2022	\$ 148,155.00	\$ 13,960.00
Year 2	06/30/2023	\$ 149,112.00	\$ 8,905.00
Year 3	06/30/2024	\$ 150,968.00	\$ 8,089.00
Year 4	06/30/2025	\$ 158,673.00	\$ 11,820.00

**Comments**

GASB 75 (accounting) liabilities and plan funding (ADC) results were developed using a 6.10% assumed discount rate/ROA.

# CERBT Valuation Packet

## Certification of Actuarial Information (1 of 1)

As Actuary of the plan, I certify that the Other Post-Employment Benefits (OPEB) actuarial valuation upon which the enclosed summary of actuarial information is based meets the following criteria:

- The valuation has been prepared and signed by a Fellow or Associate of the Society of Actuaries, or an Enrolled Actuary of the Joint Board for the Enrollment of Actuaries, and a Member of the American Academy of Actuaries.<sup>1</sup>
- The valuation has been prepared in accordance with the Actuarial Standards of Practice.
- If the valuation is an accounting valuation, then it has been prepared in accordance with the requirements set forth in Governmental Accounting Standards Board (GASB) Statements related to OPEB reporting.
- If employer assets to pre-fund other post-employment benefits are invested in an irrevocable OPEB trust other than the CERBT, the liabilities associated with those assets are not included in the summary of actuarial information.

I further certify that the discount rate is consistent with the anticipated level of funding pursuant to the relevant sections in GASB and ASOP, and the employer's certification.

**City of Colusa**

Employer Name

**06/30/2021**

Valuation Date

**Catherine L. MacLeod, FSA, FCA, EA, MAAA**

Printed Name of Actuary and Designation

**09/26/2022**

Signature

Date

<sup>1</sup> In cases where the actuary performing the work does not meet these criteria, the valuation may be acceptable if the person has equivalent qualifications that are acceptable to the CalPERS Board. Please provide the qualifications of the actuary performing the valuation.

September 26, 2022

Ishrat Aziz-Khan  
Finance Director  
City of Colusa  
425 Webster Street  
Colusa, CA 95932

Re: City of Colusa Other Post-Employment Benefits June 2021 Actuarial Valuation and  
GASB 75 Report for Fiscal Year Ending June 30, 2022

Dear Ms. Aziz-Khan:

We are pleased to enclose our actuarial report providing financial information about the other post-employment benefit (OPEB) liabilities of the City of Colusa. The primary purposes of this report are to:

- 1) Remeasure plan liabilities as of June 30, 2021, in accordance with GASB 75's biennial valuation requirement,
- 2) Develop Actuarially Determined Contributions levels for prefunding plan benefits,
- 3) Provide information to be submitted to the California Employers' Retiree Benefit Trust (CERBT) to satisfy filing requirements for the trust, and
- 4) Provide information required by GASB 75 ("Accounting and Financial Reporting for Postemployment Benefits Other Than Pension") to be reported in the City's financial statements for the fiscal year ending June 30, 2022.

The information included in this report reflects our understanding that the City will contribute 100% or more of the Actuarially Determined Contributions each year. We assumed that OPEB trust assets remain in CERBT Asset Allocation Strategy 1. We based the valuation on the employee data, details on plan benefits and retiree benefit payments reported to us by the City. Please review our summary of this information to be comfortable that it matches your records.

We appreciate the opportunity to work on this analysis and acknowledge the efforts of City staff who provided valuable time and information to enable us to prepare this report. Please let us know if we can be of further assistance.

Sincerely,



Catherine L. MacLeod, FSA, FCA, EA, MAAA  
Principal & Consulting Actuary

Enclosure



*City of Colusa*

Actuarial Valuation of Other  
Post-Employment Benefit Programs  
As of June 30, 2021

Development of OPEB Prefunding Levels  
& GASB 75 Report for the FYE June 30, 2022

Submitted September 2022

MacLeod Watts

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## A. Executive Summary

This report presents the results of the June 30, 2021, actuarial valuation and accounting information regarding the other post-employment benefit (OPEB) program of the City of Colusa (the City). The purposes of this report are to: 1) summarize the results of the valuation; 2) develop Actuarially Determined Contribution (ADC) levels for prefunding plan benefits; 3) provide information required by the California Employers' Retiree Benefit Trust (CERBT); and 4) provide disclosure information as required by Statement No. 75 of the Governmental Accounting Standards Board (GASB 75) for the fiscal year ending June 30, 2022.

Important background information regarding the valuation process can be found in Addendum 1. We recommend users of the report read this information to familiarize themselves with the process and context of actuarial valuations, including the requirements of GASB 75. The pages following this executive summary present exhibits and other information relevant for disclosures under GASB 75.

Results of the June 30, 2021, valuation will likely be applied to prepare the City's GASB 75 report for the fiscal year ending June 30, 2023. If there are any significant changes in plan members, plan benefits or eligibility and/or OPEB funding policy, an earlier valuation might be required or appropriate.

### OPEB Obligations of the City

The City offers continuation of medical, dental, and vision coverage to retiring employees. This benefit creates one or more of the following types of OPEB liabilities:

- **Explicit subsidy liabilities:** An "explicit subsidy" exists when the employer contributes directly toward the cost of retiree healthcare. In this program, the City contributes a portion of medical premiums for qualifying retirees. These benefits are described in Section 2.
- **Implicit subsidy liabilities:** An "implicit subsidy" exists when premiums are developed using blended active and retiree claims experience. In this situation, premiums charged for retirees may not be sufficient to cover expected medical claims<sup>1</sup> and the premiums charged for active employees are said to "implicitly subsidize" retirees. This OPEB program includes implicit subsidy liabilities for retiree medical coverage prior to coverage under Medicare.
- **Other subsidy liabilities:** Pooled plans that do not blend active and retiree premiums likely generate subsidies between employers and retirees within the pool. In the CalPERS medical program, the premium rates for Medicare-covered retirees are based only on retiree claims experience of the pool. A recent actuarial practice note indicated these subsidies should be included in plan liabilities to the extent they are paid by the employer.<sup>2</sup> We generally expect these subsidies to be small and included any such liability with the implicit subsidy liability in this report.

We determine explicit subsidy liabilities using the expected direct payments promised by the plan toward retiree coverage. We determine the implicit and other subsidy liabilities as the projected difference between (a) retiree medical claim costs by age and (b) premiums charged for retiree coverage. For more information on this process Addendum 2: MacLeod Watts Age Rating Methodology.

<sup>1</sup> In rare situations, premiums for retiree coverage may be high enough that they subsidize active employees' claims.

<sup>2</sup> Exceptions exist for: 1) Medicare Advantage Plans: these plans are treated as if their premiums are age-based due to the nature of the Federal subsidies paid to these plans. 2) Plans with low explicit subsidies to Medicare-covered retirees: in these plans no part of any potential pool subsidy is expected to be paid by the employer.





Executive Summary  
(Continued)

OPEB Funding Policy

The City’s OPEB funding policy affects the calculation of liabilities by impacting the discount rate that is used to develop the plan liability and expense. “Prefunding” is the term used when an agency consistently contributes an amount based on an actuarially determined contribution (ADC) each year. GASB 75 allows prefunded plans to use a discount rate that reflects the expected earnings on trust assets. Pay-as-you-go, or “PAYGO”, is the term used when an agency only contributes the required retiree benefits when due. When an agency finances retiree benefits on a pay-as-you-go basis, GASB 75 requires the use of a discount rate equal to a 20-year high grade municipal bond rate.

The City continues to prefund its OPEB liability, consistently contributing 100% or more of the Actuarially Determined Contributions each year. With the City’s approval, the discount rate used for accounting purposes and to develop Actuarially Determined Contributions for plan funding is 6.10%. This rate reflects the current expectation of the long-term return on trust assets, based on information provided by CalPERS in March 2022. This rate is lower than the 6.75% return determined from prior CalPERS return projections. For more information, see Expected Return on Trust Assets on page 11.

Actuarial Assumptions

The actuarial “demographic” assumptions (i.e., rates of retirement, death, disability or other termination of employment) used in this report were chosen, for the most part, to be the same as the actuarial demographic assumptions used for the most recent valuation of the retirement plan(s) covering City employees. Other assumptions, such as age-related healthcare claims, healthcare trend, retiree participation rates and spouse coverage, were selected based on demonstrated plan experience and/or our best estimate of expected future experience. All these assumptions, and more, impact expected future benefits. Please note that this valuation has been prepared on a closed group basis. This means that only employees and retirees present as of the valuation date are considered. We do not consider replacement employees for those we project to leave the current population of plan participants until the valuation date following their employment.

We emphasize that this actuarial valuation provides a projection of future results based on many assumptions. Actual results are likely to vary to some extent and we will continue to monitor these assumptions in future valuations. See Section 3 for a description of assumptions used in this valuation.

Important Dates for GASB 75 in this Report

GASB 75 allows reporting liabilities as of any fiscal year end based on: (1) a *valuation date* no more than 30 months plus 1 day prior to the close of the fiscal year end; and (2) a *measurement date* up to one year prior to the close of the fiscal year. The following dates were used for this report:

Fiscal Year End	June 30, 2022
Measurement Date	June 30, 2021
Measurement Period	June 30, 2020, to June 30, 2021
Valuation Date	June 30, 2021



## Executive Summary

(Concluded)

### Significant Results and Differences from the Prior Valuation

No benefit changes were reported to MacLeod Watts relative to those in place at the time the June 2019 valuation was prepared. We reviewed and updated certain assumptions used to project the OPEB liability. We collected updated census and premium data and recognized “plan experience”, the differences between projected and actual results. Investment experience was also recognized, with higher than expected return on trust assets.

Section C. presents the new valuation results and provides additional information on the impact of the new assumptions and plan experience. See *Recognition Period for Deferred Resources* on page 12 for details on how these changes are recognized.

### Impact on Statement of Net Position and OPEB Expense for Fiscal Year Ending 2022

The plan’s impact to Net Position will be the sum of difference between assets and liabilities as of the measurement date plus the unrecognized net outflows and inflows of resources. Different recognition periods apply to deferred resources depending on their origin. The plan’s impact on Net Position on the measurement date can be summarized as follows:

Items	For Reporting At Fiscal Year Ending June 30, 2022
Total OPEB Liability	\$ 3,035,513
Fiduciary Net Position	<u>2,451,154</u>
<b>Net OPEB Liability</b>	<b>584,359</b>
Deferred Outflows of Resources	428,623
Deferred Inflows of Resources	<u>849,582</u>
<b>Impact on Statement of Net Position</b>	<b>\$ <u>1,005,318</u></b>
<i>Net OPEB Liability less Outflows plus Inflows</i>	
<b>OPEB Expense, FYE 6/30/2022</b>	<b>\$ (44,510)</b>

### Important Notices

This report is intended to be used only to present the actuarial information relating to other postemployment benefits for the City’s financial statements. The results of this report may not be appropriate for other purposes, where other assumptions, methodology and/or actuarial standards of practice may be required or more suitable. We note that various issues in this report may involve legal analysis of applicable law or regulations. The City should consult counsel on these matters; MacLeod Watts does not practice law and does not intend anything in this report to constitute legal advice. In addition, we recommend the City consult with their internal accounting staff or external auditor or accounting firm about the accounting treatment of OPEB liabilities.

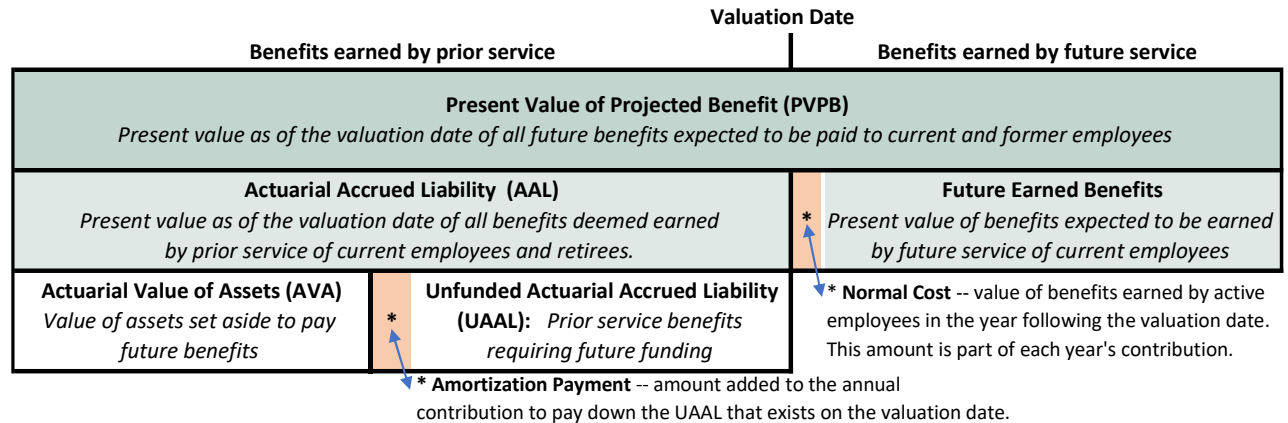


## B. Valuation Process

This valuation is based on employee census data and benefits initially submitted by the City and clarified in various related communications. A summary of the employee data is provided in Section 1 and a summary of the plan benefits is provided in Section 2. While individual employee records have been reviewed to verify that they are reasonable in various respects, the data has not been audited and we have otherwise relied on the City as to its accuracy. The valuation has been performed in accordance with the process described below using the actuarial methods and assumptions described in Section 3 and is consistent with our understanding of Actuarial Standards of Practice.

In projecting benefit values and liabilities, we first determine an expected premium or benefit stream over each current retiree’s or active employee’s future retirement. Benefits may include both direct employer payments (explicit subsidies) and any implicit subsidies arising when retiree premiums are expected to be partially subsidized by premiums paid for active employees. The projected benefit streams reflect assumed trends in the cost of those benefits and assumptions as to the expected dates when benefits will end. Assumptions regarding the probability that each employee will remain in service to receive benefits and the likelihood the employee will elect coverage for themselves and their dependents are also applied.

We then calculate a present value of these future benefit streams by discounting the value of each future expected employer payment back to the valuation date using the valuation discount rate. This present value is called the **Present Value of Projected Benefits (PVPB)** and represents the current value of all expected future plan payments to current retirees and current active employees. Note that this long-term projection does not anticipate entry of future employees.



The next step in the valuation process splits the Present Value of Projected Benefits into 1) the value of benefits already earned by prior service of current employees and retirees and 2) the value of benefits expected to be earned by future service of current employees. Actuaries employ an “attribution method” to divide the PVPB into prior service liabilities and future service liabilities. For this valuation we used the **Entry Age Normal** attribution method. This method is the most common used for government funding purposes and the only attribution method allowed for financial reporting under GASB 75.

We call the value of benefits deemed earned by prior service the **Actuarial Accrued Liability (AAL)**. Benefits deemed earned by service of active employees in a single year is called the **Normal Cost** of



## Valuation Process (Concluded)

benefits. The present value of all future normal costs (PVFNC) plus the Actuarial Accrued Liability will equal the Present Value of Projected Benefits (i.e.,  $PVPB = AAL + PVFNC$ ).

The difference between the value of trust assets (i.e., the Market Value of Assets), or a smoothed asset value (i.e., the Actuarial Value of Assets), and the Actuarial Accrued Liability yields the **Unfunded Actuarial Accrued Liability (UAAL)**. The UAAL represents, as of the valuation date, the present value of benefits already earned by past service that remain unfunded. A plan is generally considered “fully funded” when the UAAL is zero. The plan sponsor of a fully funded plan will still need to make future contributions for benefits earned by future service of active employees. But in a fully funded plan, the plan sponsor has set aside sufficient assets to pay for benefits that have been earned by past service of current retirees and active employees if all valuation assumptions are realized.

Future contributions by the City will fund 1) the remaining part of OPEB benefits earned by past service (the Unfunded Actuarial Accrued Liability) and 2) the value of benefits earned each year by service of active employees. Various strategies might be employed to pay down the UAAL such as longer or shorter amortization payments, and flat or escalating payments depending on the plan sponsors goals and funding philosophy.

### Variation in Future Results

Please note that projections of future benefits over such long periods (frequently 70 or more years) which are dependent on numerous assumptions regarding future economic and demographic variables are subject to substantial revision as future events unfold. While we believe that the assumptions and methods used in this valuation are reasonable for the purposes of this report, the costs to the City reflected in this report are subject to future revision, perhaps materially. Demonstrating the range of potential future plan costs was beyond the scope of our assignment except to the limited extent of providing liability information at various discount rates.

Certain actuarial terms and GASB 75 terms may be used interchangeably, as shown below. Specific results from this valuation are provided in the following Section C.

Actuarial Terminology	GASB 75 Terminology
Present Value of Projected Benefits (PVPB)	<i>No equivalent term</i>
Actuarial Accrued Liability (AAL)	Total OPEB Liability (TOL)
Market Value of Assets (MVA)	Fiduciary Net Position
Actuarial Value of Assets (AVA)	<i>No equivalent term</i>
Unfunded Actuarial Accrued Liability (UAAL)	Net OPEB Liability
Normal Cost	Service Cost

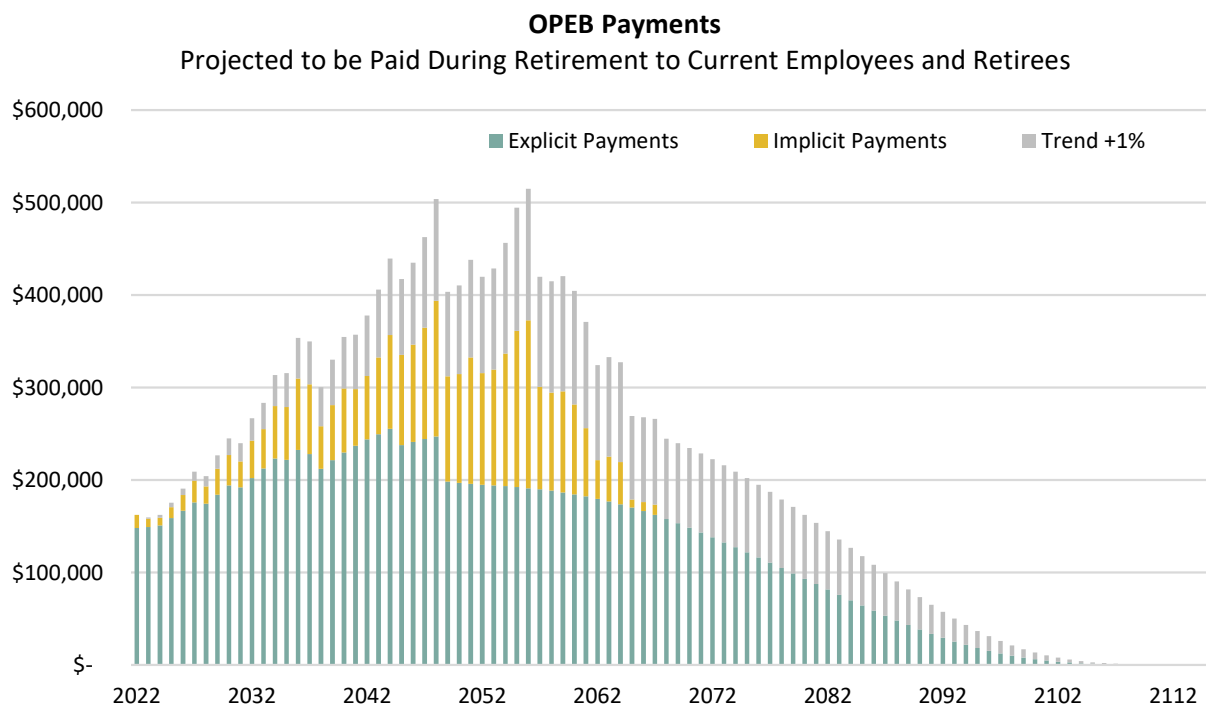


### C. Valuation Results as of June 30, 2021

This section presents the basic results of our recalculation of the OPEB liability using the updated employee data, plan provisions and asset information provided to us for the June 2021 valuation. We described the general process for projecting all future benefits to be paid to retirees and current employees in the preceding Section. Expected annual benefits have been projected on the basis of the actuarial assumptions outlined in Supporting Information, Section 3.

Lifetime healthcare benefits are paid for qualifying City retirees. Please see Supporting Information, Section 2 for details.

The following graph illustrates the annual other post-employment benefits projected to be paid on behalf of current retirees and current employees expected to retire from the City.



The amounts shown in green reflect the expected payment by the City toward retiree medical premiums while those in yellow reflect the implicit subsidy benefits (i.e., the excess of retiree medical and prescription drug claims over the premiums expected to be charged during the year for retirees' coverage). The projections in gray reflect increases in benefit levels if healthcare trend were 1% higher.

The first 15 years of benefit payments from the graph above are shown in tabular form on page 19.

Liabilities relating to these projected benefits are shown beginning on the following page.



### Valuation Results as of June 30, 2021 (Continued)

This chart compares the results measured as of June 30, 2020, based on the prior valuation, with the results measured as of June 30, 2021, based on the current valuation.

Valuation Date	6/30/2019			6/30/2021		
Fiscal Year Ending	6/30/2021			6/30/2022		
Measurement Date	6/30/2020			6/30/2021		
Discount rate	6.75%			6.10%		
<b>Number of Covered Employees</b>						
Actives	30			32		
Retirees	26			27		
Total Participants	56			59		
OPEB Subsidy Type	Explicit	Implicit	Total	Explicit	Implicit	Total
<b>Actuarial Present Value of Projected Benefits</b>						
Actives	\$ 1,321,946	\$ 661,889	\$ 1,983,836	\$ 1,032,052	\$ 692,150	\$ 1,724,202
Retirees	1,498,412	29,230	1,527,642	2,113,070	103,708	2,216,778
Total APVPB	2,820,358	691,119	3,511,477	3,145,122	795,858	3,940,980
<b>Total OPEB Liability (TOL)</b>						
Actives	920,301	372,073	1,292,374	552,610	266,125	818,735
Retirees	1,498,412	29,230	1,527,642	2,113,070	103,708	2,216,778
TOL	2,418,713	401,303	2,820,016	2,665,680	369,833	3,035,513
Fiduciary Net Position			1,871,292			2,451,154
<b>Net OPEB Liability</b>			948,724			584,359
<b>Service Cost</b>						
For the period following the measurement date	42,621	29,342	71,963	43,700	37,175	80,875

The ratio of trust assets to the Total OPEB Liability has increased from 66% to 81% and the Net OPEB Liability decreased by \$364,365 from that reported one year ago. Some of the change was expected and some was unexpected. Reasons for the change in the NOL are discussed on the following page.

## Valuation Results as of June 30, 2021 (Concluded)

**Expected NOL changes:** The NOL was expected to decrease by \$72,675. The expected change reflects additional service and interest costs accruing for the period and decrease by benefits paid to retirees.

**Unexpected NOL changes** further decreased the NOL by \$291,690 and fall into one of these categories:

- *Plan experience* increased the TOL by \$19,057 and reflects results that are different than expected based on the prior valuation data and assumptions. The primary reasons are shown below.
- *Assumption changes* collectively increased the TOL by \$101,606. These changes are listed below, with additional information provided on the last page in Supporting Information, Section 3.
- *Investment experience:* Trust asset return exceeded the expected earnings by \$412,353.

This chart reconciles results measured as of June 30, 2020, to results measured as of June 30, 2021.

Reconciliation of Changes During Measurement Period	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
<b>Balance at Fiscal Year Ending 6/30/2021</b> <i>Measurement Date 6/30/2020</i>	\$ 2,820,016	\$ 1,871,292	\$ 948,724
<b>Expected Changes During the Period:</b>			
Service Cost	71,963		71,963
Interest Cost	189,582		189,582
Expected Investment Income		127,657	(127,657)
Employer Contributions		207,309	(207,309)
Administrative Expenses		(746)	746
Benefit Payments	(166,711)	(166,711)	-
<b>Total Expected Changes During the Period</b>	94,834	167,509	(72,675)
<b>Expected at Fiscal Year Ending 6/30/2022</b> <i>Measurement Date 6/30/2021</i>	\$ 2,914,850	\$ 2,038,801	\$ 876,049
<b>Unexpected Changes During the Period:</b>			
Change Due to Investment Experience		412,353	(412,353)
<i>Plan Experience:</i>			
Premiums and estimated claims other than expected	(312,241)		
Disability retirement and turnover other than expected	374,081		
Other plan experience	(42,783)		
Change Due to Plan Experience			19,057
<i>Assumption Changes:</i>			
Change in assumed trust return/discount rate	232,341		
Update to healthcare trend	(127,625)		
Decreased spouse coverage assumption	(2,725)		
Updated mortality improvement scale	(385)		
Change Due to Assumption Changes			101,606
<b>Total Unexpected Changes During the Period</b>	120,663	412,353	(291,690)
<b>Balance at Fiscal Year Ending 6/30/2022</b> <i>Measurement Date 6/30/2021</i>	\$ 3,035,513	\$ 2,451,154	\$ 584,359



## D. Accounting Information (GASB 75)

The following exhibits are designed to satisfy the reporting and disclosure requirements of GASB 75 for the fiscal year end June 30, 2022.

### Components of Net Position and Expense

The exhibit below shows the development of Net Position and Expense as of the Measurement Date.

Plan Summary Information for FYE June 30, 2022 <i>Measurement Date is June 30, 2021</i>		City of Colusa
<b>Items Impacting Net Position:</b>		
Total OPEB Liability	\$	3,035,513
Fiduciary Net Position		<u>2,451,154</u>
Net OPEB Liability (Asset)		584,359
 <i>Deferred Outflows Due to:</i>		
Assumption Changes		170,973
Plan Experience		16,846
Investment Experience		35,757
Deferred Contributions		205,047
 <i>Deferred Inflows Due to:</i>		
Assumption Changes		-
Plan Experience		517,272
Investment Experience		<u>332,310</u>
<b>Impact on Statement of Net Position, FYE 6/30/2022</b>	<b>\$</b>	<b><u>1,005,318</u></b>
<i>Net OPEB Liability less Outflows plus Inflows</i>		
 <b>Items Impacting OPEB Expense:</b>		
Service Cost	\$	71,963
Cost of Plan Changes		-
Interest Cost		189,582
Expected Earnings on Assets		(127,657)
Administrative Expenses		746
 <i>Recognition of Deferred Outflows:</i>		
Assumption Changes		32,156
Plan Experience		2,211
Investment Experience		12,937
 <i>Recognition of Deferred Inflows:</i>		
Assumption Changes		-
Plan Experience		(132,305)
Investment Experience		<u>(94,143)</u>
<b>OPEB Expense, FYE 6/30/2022</b>	<b>\$</b>	<b><u>(44,510)</u></b>





## Accounting Information

(Continued)

### Change in Net Position During the Fiscal Year

The exhibit below shows the year-to-year changes in the components of Net Position.

For Reporting at Fiscal Year End Measurement Date	6/30/2021 6/30/2020	6/30/2022 6/30/2021	Change During Period
Total OPEB Liability	\$ 2,820,016	\$ 3,035,513	\$ 215,497
Fiduciary Net Position	<u>1,871,292</u>	<u>2,451,154</u>	<u>579,862</u>
Net OPEB Liability (Asset)	948,724	584,359	(364,365)
<i>Deferred Outflows Due to:</i>			
Assumption Changes	101,523	170,973	69,450
Plan Experience	-	16,846	16,846
Investment Experience	48,694	35,757	(12,937)
Deferred Contributions	207,309	205,047	(2,262)
<i>Deferred Inflows Due to:</i>			
Assumption Changes	-	-	-
Plan Experience	649,577	517,272	(132,305)
Investment Experience	<u>14,100</u>	<u>332,310</u>	<u>318,210</u>
Impact on Statement of Net Position <i>Net OPEB Liability less Outflows plus Inflows</i>	<u>\$ 1,254,875</u>	<u>\$ 1,005,318</u>	<u>\$ (249,557)</u>

### Change in Net Position During the Fiscal Year

Impact on Statement of Net Position, FYE 6/30/2021	\$ 1,254,875
Plus OPEB Expense (Income)	(44,510)
Less Employer Contributions During Fiscal Year	<u>(205,047)</u>
Impact on Statement of Net Position, FYE 6/30/2022	<u>\$ 1,005,318</u>

### OPEB Expense

Employer Contributions During Fiscal Year	\$ 205,047
Deterioration (Improvement) in Net Position	<u>(249,557)</u>
OPEB Expense (Income), FYE 6/30/2022	<u>\$ (44,510)</u>



## Accounting Information

(Continued)

### Change in Fiduciary Net Position During the Measurement Period

	City of Colusa
<b>Fiduciary Net Position at Fiscal Year Ending 6/30/2021</b>	
<i>Measurement Date 6/30/2020</i>	<b>\$ 1,871,292</b>
<b>Changes During the Period:</b>	
Investment Income	540,010
Employer Contributions	207,309
Administrative Expenses	(746)
Benefit Payments	(166,711)
<b>Net Changes During the Period</b>	<b>579,862</b>
<b>Fiduciary Net Position at Fiscal Year Ending 6/30/2022</b>	
<i>Measurement Date 6/30/2021</i>	<b>\$ 2,451,154</b>

### Expected Long-term Return on Trust Assets

In March 2022, CalPERS updated the projected future investment returns for CERBT Strategy 1. CalPERS determined its returns using a building-block method and best-estimate ranges of expected future real rates of return for each major asset class (expected returns, net of OPEB plan investment expense and inflation). The target allocation and best estimates of geometric real rates of return published by CalPERS for each major class are split for years 1-5 and years 6 -20. We assumed that the returns for years 6 through 20 would continue in later years.

CERBT Strategy 1		Years 1-5			Years 6-20		
Major Asset Classification	Target Allocation	General Inflation Rate Assumption	1-5 Year Expected Real Rate of Return	Compound Return Yrs 1-5	General Inflation Rate Assumption	6-20 Year Expected Real Rate of Return	Compound Return Years 6-20
Global Equity	49%	2.40%	4.40%	6.80%	2.30%	4.50%	6.80%
Fixed Income	23%	2.40%	-1.50%	0.90%	2.30%	0.40%	2.70%
Global Real Estate(REITs)	20%	2.40%	3.00%	5.40%	2.30%	3.70%	6.00%
Treasury Inflation Protected Securities	5%	2.40%	-1.80%	0.60%	2.30%	0.50%	2.80%
Commodities	3%	2.40%	0.80%	3.20%	2.30%	1.10%	3.40%
Volatility	12.10%		weighted *	5.31%		weighted *	6.31%

\* preliminary estimate, pending confirmation by CalPERS.

To derive the expected future trust return specifically for the City, we first adjusted CalPERS' future return expectations to align with the 2.5% general inflation assumption used in this report. Then applying the plan specific benefit payments to CalPERS' bifurcated return expectations, we determined the single equivalent long-term rate of return to be 6.10%.



## Accounting Information

(Continued)

### Recognition Period for Deferred Resources

Liability changes due to plan experience which differs from what was assumed in the prior measurement period and/or from assumption changes during the period are recognized over the plan's Expected Average Remaining Service Life ("EARS�"). The EARS� of 8.62 years is the period used to recognize such changes in the OPEB Liability arising during the current measurement period.

When applicable, changes in the Fiduciary Net Position due to investment performance different from the assumed earnings rate are always recognized over 5 years.

Liability changes attributable to benefit changes occurring during the period, if any, are recognized immediately.

### Deferred Resources as of Fiscal Year End and Expected Future Recognition

The exhibit below shows deferred resources as of the fiscal year end June 30, 2022.

City of Colusa	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	\$ 170,973	\$ -
Differences Between Expected and Actual Experience	16,846	517,272
Net Difference Between Projected and Actual Earnings on Investments	-	296,553
Deferred Contributions	205,047	-
<b>Total</b>	<b>\$ 392,866</b>	<b>\$ 813,825</b>

In addition, future recognition of these deferred resources is shown below.

For the Fiscal Year Ending June 30	Recognized Net Deferred Outflows (Inflows) of Resources
2023	\$ (169,900)
2024	(167,474)
2025	(157,164)
2026	(130,927)
2027	(37,216)
Thereafter	36,675



## Accounting Information

(Continued)

### Sensitivity of Liabilities to Changes in the Discount Rate and Healthcare Cost Trend Rate

The discount rate used for accounting purposes for the fiscal year end 2022 is 6.10%. Healthcare Cost Trend Rate was assumed to start at 5.8% (increase effective January 1, 2023) and grade down to 3.9% for years 2076 and later. The impact of a 1% increase or decrease in these assumptions is shown in the chart below.

Sensitivity to:			
Change in Discount Rate	Current - 1% 5.10%	Current 6.10%	Current + 1% 7.10%
<b>Total OPEB Liability</b>	3,422,619	3,035,513	2,713,678
Increase (Decrease)	387,106		(321,835)
% Increase (Decrease)	12.8%		-10.6%
<b>Net OPEB Liability (Asset)</b>	971,465	584,359	262,524
Increase (Decrease)	387,106		(321,835)
% Increase (Decrease)	66.2%		-55.1%
Change in Healthcare Cost Trend Rate	Current Trend - 1%	Current Trend	Current Trend + 1%
<b>Total OPEB Liability</b>	2,691,412	3,035,513	3,453,887
Increase (Decrease)	(344,101)		418,374
% Increase (Decrease)	-11.3%		13.8%
<b>Net OPEB Liability (Asset)</b>	240,258	584,359	1,002,733
Increase (Decrease)	(344,101)		418,374
% Increase (Decrease)	-58.9%		71.6%



## Accounting Information

(Continued)

### Schedule of Changes in the City's Net OPEB Liability and Related Ratios

GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Results for years since GASB 75 was implemented (fiscal years 2018 through 2022) are shown in the table.

Fiscal Year Ending	2022	2021	2020	2019	2018
Measurement Date	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017
Discount Rate on Measurement Date	6.10%	6.75%	6.75%	7.28%	7.28%
<b>Total OPEB liability</b>					
Service Cost	\$ 71,963	\$ 69,867	\$ 89,424	\$ 86,611	\$ 95,414
Interest	189,582	183,599	225,075	217,975	239,103
Changes of benefit terms	-	-	-	-	-
Differences between expected and actual experience	19,057	-	(584,005)	-	(445,430)
Changes of assumptions	101,606	-	95,599	-	62,950
Benefit payments	(166,711)	(167,131)	(189,351)	(230,403)	(236,494)
<b>Net change in total OPEB liability</b>	<b>215,497</b>	<b>86,335</b>	<b>(363,258)</b>	<b>74,183</b>	<b>(284,457)</b>
<b>Total OPEB liability - beginning</b>	<b>2,820,016</b>	<b>2,733,681</b>	<b>3,096,939</b>	<b>3,022,756</b>	<b>3,307,213</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 3,035,513</b>	<b>\$ 2,820,016</b>	<b>\$ 2,733,681</b>	<b>\$ 3,096,939</b>	<b>\$ 3,022,756</b>
<b>Plan fiduciary net position</b>					
Contributions - employer	\$ 207,309	\$ 249,964	\$ 265,353	\$ 287,818	\$ 277,549
Net investment income	540,010	69,432	99,930	114,256	135,032
Benefit payments	(166,711)	(167,131)	(189,351)	(230,403)	(236,494)
Administrative expenses	(746)	(906)	(359)	(2,596)	(702)
<b>Net change in plan fiduciary net position</b>	<b>579,862</b>	<b>151,359</b>	<b>175,573</b>	<b>169,075</b>	<b>175,385</b>
<b>Plan fiduciary net position - beginning</b>	<b>1,871,292</b>	<b>1,719,933</b>	<b>1,544,360</b>	<b>1,375,284</b>	<b>1,199,899</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 2,451,154</b>	<b>\$ 1,871,292</b>	<b>\$ 1,719,933</b>	<b>\$ 1,544,359</b>	<b>\$ 1,375,284</b>
<b>Net OPEB liability - ending (a) - (b)</b>	<b>\$ 584,359</b>	<b>\$ 948,724</b>	<b>\$ 1,013,748</b>	<b>\$ 1,552,580</b>	<b>\$ 1,647,473</b>
<b>Covered-employee payroll</b>	<b>\$ 2,518,237</b>	<b>\$ 2,231,354</b>	<b>\$ 2,166,363</b>	<b>\$ 1,763,442</b>	<b>\$ 1,763,442</b>
Net OPEB liability as a % of covered-employee payroll	23.21%	42.52%	46.79%	88.04%	93.42%



## Accounting Information

(Continued)

### Schedule of Contributions

The chart below shows the Actuarially Determined Contribution (ADC), the City's contribution, and the excess or shortfall.

Fiscal Year Ending	2022	2021	2020	2019	2018
Measurement Date	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017
Actuarially Determined Contribution	\$ 145,476	\$ 141,579	\$ 212,271	\$ 206,622	\$ 246,173
Contributions in relation to the actuarially determined contribution	205,047	207,309	249,964	265,353	287,818
Contribution deficiency (excess)	\$ (59,571)	\$ (65,730)	\$ (37,693)	\$ (58,731)	\$ (41,645)
Covered employee payroll	\$ 2,659,380	\$ 2,518,237	\$ 2,231,354	\$ 2,166,363	\$ 1,763,442
Contributions as a % of covered employee payroll	7.71%	8.23%	11.20%	12.25%	16.32%
Percent of ADC contributed	140.95%	146.43%	117.76%	128.42%	116.92%

Notes to Schedule - assumptions used to develop Actuarially Determined Contributions.

Valuation Date applied for ADCs	6/30/2019	6/30/2017	7/1/2015
Actuarial cost method	Entry Age Normal Level % of Pay	Entry Age Normal Level % of Pay	Entry Age Normal Level % of Pay
Amortization method	Level % of Pay, Closed 30 yrs	Level % of Pay, Closed 30 yrs	Level % of Pay, Closed 30 yrs
Amortization period	20 yrs remain	21 yrs remain	22 yrs remain
Asset valuation method	Market Value	Market Value	Market Value
Inflation	2.50%	2.75%	2.75%
Healthcare cost trend rates	5.4% in 2021 fluctuating down to 4% by 2076	8.0% in Jan 2018, step down .5% per year to 5.0% by 2024	7.5% in Jan 2017, step down .5% per year to 4.5% by 2023
Salary increases	3.00%	3.25%	3.25%
Investment rate of return	6.75%	7.28%	7.28%
Retirement age	From 50 to 75	From 50 to 75	From 50 to 75
Mortality	2017 CalPERS Experience Study; Improvement using MacLeod Watts Scale 2018	2014 CalPERS Experience Study; Improvement using MacLeod Watts Scale 2017	2014 CalPERS Experience Study; Improvement using MacLeod Watts Scale 2014



**Accounting Information**  
(Continued)

**Detail of Changes to Net Position**

The chart below details changes to all components of Net Position.

City of Colusa	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)	(d) Deferred Outflows:				(e) Deferred Inflows:			Impact on Statement of Net Position (f) = (c) - (d) + (e)
				Assumption Changes	Plan Experience	Investment Experience	Deferred Contributions	Assumption Changes	Plan Experience	Investment Experience	
<b>Balance at Fiscal Year Ending 6/30/2021</b> <i>Measurement Date 6/30/2020</i>	\$ 2,820,016	\$ 1,871,292	\$ 948,724	\$ 101,523	\$ -	\$ 48,694	\$ 207,309	\$ -	\$ 649,577	\$ 14,100	\$ 1,254,875
<b>Changes During the Period:</b>											
Service Cost	71,963		71,963								71,963
Interest Cost	189,582		189,582								189,582
Expected Investment Income		127,657	(127,657)								(127,657)
Employer Contributions		207,309	(207,309)								(207,309)
Changes of Benefit Terms	-		-								-
Administrative Expenses		(746)	746								746
Benefit Payments	(166,711)	(166,711)	-								-
Assumption Changes	101,606		101,606	101,606							-
Plan Experience	19,057		19,057		19,057						-
Investment Experience		412,353	(412,353)			(12,937)	(207,309)		(132,305)	412,353	-
Recognized Deferred Resources				(32,156)	(2,211)		205,047	-		(94,143)	28,165
Employer Contributions in Fiscal Year											(205,047)
<b>Net Changes in Fiscal Year 2021-2022</b>	215,497	579,862	(364,365)	69,450	16,846	(12,937)	(2,262)	-	(132,305)	318,210	(249,557)
<b>Balance at Fiscal Year Ending 6/30/2022</b> <i>Measurement Date 6/30/2021</i>	\$ 3,035,513	\$ 2,451,154	\$ 584,359	\$ 170,973	\$ 16,846	\$ 35,757	\$ 205,047	\$ -	\$ 517,272	\$ 332,310	\$ 1,005,318



**Accounting Information**  
(Continued)

**Schedule of Deferred Outflows and Inflows of Resources**

A listing of all deferred resource bases used to develop the Net Position and OPEB Expense is shown below. Deferred Contributions are not shown.

Measurement Date: June 30, 2021

Deferred Resource					Balance as of Jun 30, 2021	Recognition of Deferred Outflow or Deferred (Inflow) in Measurement Period:						
Date Created	Created Due To	Initial Amount	Period (Yrs)	Annual Recognition		2020-21 (FYE 2022)	2021-22 (FYE 2023)	2022-23 (FYE 2024)	2023-24 (FYE 2025)	2024-25 (FYE 2026)	2025-26 (FYE 2027)	Thereafter
6/30/2017	Assumption Changes	Increased Liability	7.73	\$ 8,144	\$ 22,230	\$ 8,144	\$ 8,144	\$ 8,144	\$ 5,942	\$ -	\$ -	\$ -
6/30/2017	Investment Earnings Plan	Greater than Expected	5.00	(9,242)	-	(9,244)	-	-	-	-	-	-
6/30/2017	Experience	Decreased Liability	7.73	(57,624)	(157,310)	(57,624)	(57,624)	(57,624)	(42,062)	-	-	-
6/30/2018	Investment Earnings Plan	Greater than Expected	5.00	(2,428)	(2,428)	(2,428)	(2,428)	-	-	-	-	-
6/30/2019	Experience	Decreased Liability	7.82	(74,681)	(359,962)	(74,681)	(74,681)	(74,681)	(74,681)	(61,238)	-	-
6/30/2019	Assumption Changes	Increased Liability										
6/30/2019	Investment Earnings	Less than Expected										
6/30/2019	Investment Earnings Plan	Less than Expected	5.00	3,051	6,100	3,051	3,051	3,049	-	-	-	-
6/30/2020	Investment Earnings Plan	Less than Expected	5.00	9,886	29,657	9,886	9,886	9,886	9,885	-	-	-
6/30/2021	Experience	Increased Liability	8.62	2,211	16,846	2,211	2,211	2,211	2,211	2,211	2,211	5,791
6/30/2021	Assumption Changes	Increased Liability										
6/30/2021	Investment Earnings	Greater than Expected										
6/30/2021	Investment Earnings Plan	Greater than Expected	5.00	(82,471)	(329,882)	(82,471)	(82,471)	(82,471)	(82,471)	(82,471)	-	-





## Accounting Information

(Continued)

### Detail of City Contributions to the Plan

City contributions to the Plan occur as benefits are paid to or on behalf of retirees. Benefit payments may occur in the form of direct payments for premiums ("explicit subsidies") and/or indirect payments to retirees in the form of higher premiums for active employees ("implicit subsidies"). Note that the implicit subsidy contribution does not represent cash payments to retirees, but rather the reclassification of a portion of active healthcare expense to be recognized as a retiree healthcare cost. For details, see Addendum 1 – Important Background Information.

Benefits and other contributions paid by the City during the measurement period are shown below.

For the Measurement Period, Jul 1, 2020 thru Jun 30, 2021	City of Colusa
<b>Employer</b>	
(a) Contribution To Trust	\$ 141,579
(b) Benefits Paid Directly to Retirees	146,201
(c) Implicit Subsidy Payment	20,510
<b>Trust</b>	
(d) Benefits Paid Directly to Retirees	-
(e) Reimbursements to Employer	100,981
<i>Total Benefits Paid During MP, (b)+(c)+(d)</i>	166,711
<i>Employer Contribution During MP, (a)+(b)+(c)-(e)</i>	207,309

*Note: in the prior report, the City's OPEB contributions were reported to total \$210,166. An adjustment should be made to correct the total to \$207,309 shown above.*

Contributions made by the City after the measurement date but prior to the current fiscal year end are shown below.

For the Fiscal Year, Jul 1, 2021 thru Jun 30, 2022	City of Colusa
<b>Employer</b>	
(f) Contribution To Trust	\$ 145,476
(g) Benefits Paid Directly to Retirees	148,155
(h) Implicit Subsidy Payment	13,960
<b>Trust</b>	
(i) Benefits Paid Directly to Retirees	-
(j) Reimbursements to Employer	102,544
<i>Total Benefits Paid During FY, (g)+(h)+(i)</i>	162,115
<i>Employer Contribution During FY, (f)+(g)+(h)-(j)</i>	205,047



## Accounting Information

(Continued)

### Projected Benefit Payments (15-year projection)

The following is an estimate of other post-employment benefits to be paid on behalf of current retirees and current employees expected to retire from the City. Expected annual benefits have been projected on the basis of the actuarial assumptions outlined in Section 3.

Projected Annual Benefit Payments							
Fiscal Year Ending June 30	Explicit Subsidy			Implicit Subsidy			Total
	Current Retirees	Future Retirees	Total	Current Retirees	Future Retirees	Total	
2022	\$ 148,155	\$ -	\$ 148,155	\$ 13,960	\$ -	\$ 13,960	\$ 162,115
2023	146,943	2,169	149,112	8,600	305	8,905	158,017
2024	146,755	4,213	150,968	7,135	954	8,089	159,057
2025	151,610	7,063	158,673	9,402	2,418	11,820	170,493
2026	155,994	10,688	166,682	12,002	4,868	16,870	183,552
2027	159,986	15,708	175,694	14,984	8,750	23,734	199,428
2028	152,079	22,369	174,448	4,288	14,157	18,445	192,893
2029	155,034	29,047	184,081	6,180	21,885	28,065	212,146
2030	157,705	36,278	193,983	8,356	24,726	33,082	227,065
2031	147,531	44,376	191,907	(1,750)	29,958	28,208	220,115
2032	148,991	53,093	202,084	(781)	41,192	40,411	242,495
2033	150,186	62,335	212,521	296	42,327	42,623	255,144
2034	151,143	71,954	223,097	1,490	55,208	56,698	279,795
2035	151,844	69,825	221,669	2,813	54,343	57,156	278,825
2036	152,256	80,351	232,607	4,271	72,693	76,964	309,571

The amounts shown in the Explicit Subsidy section of the table reflect the expected payment by the City toward retiree medical premiums in each of the years shown. The amounts are shown separately, and in total, for those retired on the valuation date ("current retirees") and those expected to retire after the valuation date ("future retirees").

The amounts shown in the Implicit Subsidy table reflect the expected excess of retiree medical and prescription drug claims over the premiums expected to be charged during the year for retirees' coverage. These amounts are also shown separately and in total for those currently retired on the valuation date and for those expected to retire in the future.

These projections do not include any benefits expected to be paid on behalf of current active employees *prior to* retirement, nor do they include any benefits for potential *future employees* (i.e., those who might be hired in future years).



## Accounting Information

(Concluded)

### Sample Journal Entries

OPEB Accounts at Beginning of Fiscal Year	By Source		Sources Combined	
	Debit	Credit	Debit	Credit
Net OPEB Liability		948,724		948,724
<i>Deferred Outflow:</i>				
Assumption Changes	101,523			
Plan Experience	-			
Investment Experience	48,694			
Contribution Subsequent to MD	207,309 *			
<b>Deferred Outflows</b>			357,526	
<i>Deferred Inflow:</i>				
Assumption Changes		-		
Plan Experience		649,577		
Investment Experience		14,100		
<b>Deferred Inflows</b>				663,677
* Changed from \$210,166 reported at FYE 2021.				
<b>Record Benefits Paid to Retirees</b>	<b>Debit</b>		<b>Credit</b>	
Net OPEB Liability	148,155			
Cash			148,155	
<b>Record Contributions to the Trust</b>	<b>Debit</b>		<b>Credit</b>	
Net OPEB Liability	145,476			
Cash			145,476	
<b>Record Reimbursements from the Trust</b>	<b>Debit</b>		<b>Credit</b>	
Cash	102,544			
Net OPEB Liability			102,544	
<b>Record Implicit Subsidy Payment</b>	<b>Debit</b>		<b>Credit</b>	
Net OPEB Liability	13,960			
Premium Expense			13,960	
<b>Record End of Year Updates to OPEB Accounts</b>	<b>By Source</b>		<b>Sources Combined</b>	
	<b>Debit</b>	<b>Credit</b>	<b>Debit</b>	<b>Credit</b>
Net OPEB Liability	159,318		159,318	
<i>Deferred Outflow:</i>				
Assumption Changes	69,450			
Plan Experience	16,846			
Investment Experience		12,937		
Contribution Subsequent to MD		2,262		
<b>Deferred Outflows</b>			71,097	
<i>Deferred Inflow:</i>				
Assumption Changes	-			
Plan Experience	132,305			
Investment Experience		318,210		
<b>Deferred Inflows</b>				185,905
OPEB Expense		44,510		44,510



## E. Funding Information

The employer's OPEB funding policy and level of contributions to an irrevocable OPEB trust directly affects the discount rate which is used to calculate the OPEB liability to be reported in the employer's financial statements. Prefunding (setting aside funds to accumulate in an irrevocable OPEB trust) has certain advantages, one of which is the ability to (potentially) use a higher discount rate in the determination of liabilities for GASB 75 reporting purposes. Prefunding also improves the security of benefits for current and potential future recipients and contributes to intergenerational taxpayer equity by better matching the cost of the benefits to the service years in which they are "earned" and which correspond to years in which taxpayers benefit from those services.

### Paying Down the UAAL

Once an employer decides to prefund, a decision must be made about how to pay for benefits related to accumulated prior service that have not yet been funded (the UAAL<sup>3</sup>). This is most often, though not always, handled through structured amortization payments. The period and method chosen for amortizing this unfunded liability can significantly affect the Actuarially Determined Contribution (ADC) or other basis selected for funding the OPEB program.

Much like paying off a mortgage, when the AAL exceeds plan assets, choosing a longer amortization period to pay off the UAAL means smaller payments, but the payments will be required for more years; plan investments will have less time to work toward helping reduce required contribution levels. When the plan is in a surplus position, the reverse is true, and a longer amortization period is usually preferable.

There are several ways the amortization payment can be determined. The most common methods are calculating the amortization payment as a level dollar amount or as a level percentage of payroll. The employer might also choose to apply a shorter period when the UAAL only when it is positive, i.e., when trust assets are lower than the AAL, but opt for a longer period or to exclude amortization of a negative UAAL, when assets exceed the AAL. The entire UAAL may be amortized as one single component or may be broken into multiple components reflecting the timing and source of each change, such as those arising from assumption changes, benefit changes and/or liability or investment experience.

The amortization period(s) should not exceed the number of years which would allow current trust assets plus future contributions and earnings to be sufficient to pay all future benefits and trust expenses each year. Prefunding of OPEB is optional and contributions at any level are permitted. However, if trust sufficiency is not expected, a discount rate other than the assumed trust return will likely be required for accounting purposes.

### Funding and Prefunding of the Implicit Subsidy

An implicit subsidy liability is created when retiree medical claims are expected to exceed the premiums charged for retiree coverage. Recognition of the estimated implicit subsidy each year is handled by an accounting entry, reducing the amount paid for active employees and shifting that amount to be treated as a retiree healthcare expense/contribution (see Sample Journal Entries). The implicit subsidy is a true benefit to the retiree but can be difficult to see when medical premiums are set as a flat rate for both actives and pre-Medicare retirees.

<sup>3</sup> We use actuarial, rather than accounting, terminology to describe the components used to develop the ADCs.



## Funding Information (Continued)

This might lead some employers to believe the benefit is not real or is merely an accounting construct, and thus to forgo prefunding of retiree implicit benefits.

Consider what would happen if the retiree premiums were based only on expected retiree claims experience. Almost certainly, retiree premiums would increase while premiums for active employees would go down if the active premiums no longer had to help support the higher retiree claims. *Who would pay the increases in retiree premiums?* Current plan documents and bargaining agreements would have to be consulted. Depending on circumstances, the increase in retiree premiums might remain the responsibility of the employer, pass entirely to the retirees, or some blending of the two. The answer would determine whether separate retiree-only premium rates would result in a higher or lower employer OPEB liability. In the current premium structure, with blended active and pre-Medicare retiree premiums, the employer is clearly, though indirectly, paying the implicit retiree cost.

The prefunding decision is complex. OPEB materiality, budgetary concerns, desire to use the full trust rate in developing the liability for GASB 75, and other factors must be weighed by each employer. Since prefunding OPEB benefits is not required, each employer's OPEB prefunding strategy will depend on how they balance these competing perspectives.

### Development of the Actuarially Determined Contributions

The City has approved development of ADCs based on the following two components, which are then adjusted with interest to each fiscal year end:

- The amounts attributed to service performed in the current fiscal year (the normal cost) and
- Amortization of the unfunded actuarial accrued liability (UAAL) over a closed 30-year period. Amortization payments are determined on a level % of pay basis; 20 years remain for FYE 2022.

Actuarially Determined Contributions, developed as described above for the City's fiscal years ending June 30, 2023, and June 30, 2024, are shown the exhibit on the next page. These ADCs incorporate both explicit (cash benefit) and implicit subsidy benefit liabilities. Contributions credited toward meeting the ADC will be comprised of:

- 1) direct payments to insurers toward retiree premiums, to the extent not reimbursed to the City by the trust; plus
- 2) each year's implicit subsidy payment; and
- 3) contributions to the OPEB trust.

ADCs determined on this basis should provide for trust sufficiency, based on the current plan provisions and census data, provided all assumptions are exactly realized and if the City contributes 100% or more of the ADC each year. When an agency commits to funding the trust at or above the ADC, the expected long-term trust return may be used as the discount rate in determining the plan liability for accounting purposes. Trust sufficiency cannot be guaranteed to a certainty, however, because of the non-trivial risk that the assumptions used to project future benefit liabilities may not be realized.



## Funding Information

(Continued)

We develop the Actuarially Determined Contributions (ADCs) for fiscal years June 30, 2023, and June 30, 2024, from the results of this valuation.<sup>4</sup> The ADC for fiscal year end June 30, 2022, was developed from the prior (2019) valuation and we have included this for reference.

Valuation date	6/30/2019	6/30/2021	
Discount rate	6.75%	6.10%	
<b>Number of Covered Employees</b>			
Actives	30	32	
Retirees	26	27	
Total Participants	56	59	
For fiscal year ending	6/30/2022	6/30/2023	6/30/2024
<b>Actuarial Present Value of Projected Benefits</b>	\$ 3,589,449	\$ 4,007,189	\$ 4,088,791
<b>Actuarial Accrued Liability (AAL)</b>			
Actives	1,442,946	953,950	1,097,973
Retirees	1,484,144	2,178,345	2,150,937
Total AAL	2,927,090	3,132,295	3,248,910
Actuarial Value of Assets	2,023,105	2,155,929	2,283,325
<b>Unfunded AAL (UAAL)</b>	903,985	976,366	965,585
UAAL Amortization method	Level % of Pay	Level % of Pay	Level % of Pay
Remaining amortization period (years)	20	19	18
Amortization Factor	14.5440	14.7422	14.1558
<b>Actuarially Determined Contribution (ADC)</b>			
Normal Cost	74,122	\$ 83,300	\$ 85,799
Amortization of UAAL	62,155	66,229	68,211
Interest to fiscal year end	9,199	4,493	4,628
<b>Total ADC</b>	<b>145,476</b>	<b>154,022</b>	<b>158,638</b>

As described on the prior page, OPEB funding consists of 3 different sources. The chart below estimates how these 3 contribution sources would apply toward satisfying the ADC for each of these years.

1 Implicit subsidy contribution	13,960	\$ 8,905	\$ 8,089
Additional payments needed to meet ADC	131,516	110,951	115,359
2 Estimated agency paid premiums for retirees	148,155	149,112	150,968
3 Estimated net* City contribution to OPEB trust	42,932	-	-
<b>Total Expected Employer Contributions (1+2+3)</b>	<b>205,047</b>	<b>\$ 158,017</b>	<b>\$ 159,057</b>

\* Net of contributions in less reimbursements back to the City for a portion of retiree benefits paid.

Actual contributions as reported to us are shown for FYE 2022. We have estimated the retiree benefit payments for FYE 2023 and FYE 2024 and assumed the City would likely need to make no new contributions to the trust for these years. A small reimbursement is possible but should be determined at year end.

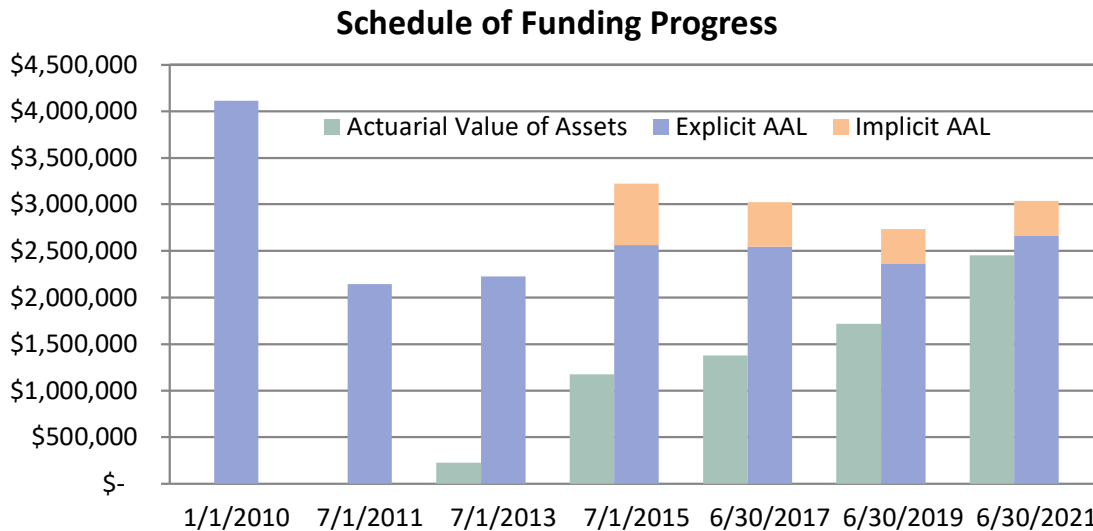
<sup>4</sup> The asset value used to develop the ADC for fiscal year 22/23 is the actual market value of trust assets on 7/1/2022.



## Funding Information (Concluded)

In this section, we provide a review of key components of valuation results from 2010 through 2021.

Schedule of Funding Progress							
Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (b)	Unfunded Actuarial Accrued Liability (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)	Discount Rate
1/1/2010	\$ -	\$ 4,110,906	\$ 4,110,906	0.0%	\$ 1,740,910	236.1%	4.50%
7/1/2011	\$ -	\$ 2,141,623	\$ 2,141,623	0.0%	\$ 1,698,063	126.1%	7.61%
7/1/2013	\$ 227,591	\$ 2,224,560	\$ 1,996,969	10.2%	\$ 1,447,177	138.0%	7.61%
7/1/2015	\$ 1,175,145	\$ 3,222,725	\$ 2,047,580	36.5%	\$ 1,744,816	117.4%	7.28%
6/30/2017	\$ 1,375,284	\$ 3,022,757	\$ 1,647,473	45.5%	\$ 1,763,442	93.4%	7.28%
6/30/2019	\$ 1,719,933	\$ 2,733,681	\$ 1,013,748	62.9%	\$ 2,166,363	46.8%	6.75%
6/30/2021	\$ 2,451,154	\$ 3,035,513	\$ 584,359	80.7%	\$ 2,518,237	23.2%	6.10%



Some changes impacting valuation results during these years include:

- *July 2011:* Benefits changed; OPEB trust established; discount rate increased to trust rate
- *July 2015:* 1<sup>st</sup> time recognition of implicit subsidy liability; discount rate decreased slightly; updated assumptions for disability and mortality and future retiree participation.
- *July 2017:* Increase in assumed healthcare trend; assumption changes and favorable plan experience reduced plan liabilities
- *June 2019:* Increased liability from decrease in discount rate from 7.28% to 6.75%; offset by very favorable plan experience and from updated assumptions for medical trend, spouse coverage, and demographic assumptions; repealed excise tax liability for high-cost coverage.
- *June 2021:* Liability increased from decrease in discount rate; return on trust assets exceeded expectations since the prior valuation.





## F. Certification

The primary purposes of this report are: (1) to provide actuarial information of the other postemployment benefits (OPEB) provided by the City of Colusa (the City) in compliance with Statement 75 of the Governmental Accounting Standards Board (GASB 75); and (2) to provide Actuarially Determined Contributions for prefunding of this program in conformity with the District's OPEB funding policy. The City is not required to contribute the ADC shown in this report and we make no representation that it will, in fact, fund the OPEB trust at any particular level).

In preparing this report we relied without audit on information provided by the City. This information includes, but is not limited to, plan provisions, census data, and financial information. We performed a limited review of this data and found the information to be reasonably consistent. The accuracy of this report is dependent on this information and if any of the information we relied on is incomplete or inaccurate, then the results reported herein will be different from any report relying on more accurate information.

We consider the actuarial assumptions and methods used in this report to be individually reasonable under the requirements imposed by GASB 75 and taking into consideration reasonable expectations of plan experience. The results provide an estimate of the plan's financial condition at one point in time. Future actuarial results may be significantly different due to a variety of reasons including, but not limited to, demographic and economic assumptions differing from future plan experience, changes in plan provisions, changes in applicable law, or changes in the value of plan benefits relative to other alternatives available to plan members.

Alternative assumptions may also be reasonable; however, demonstrating the range of potential plan results based on alternative assumptions was beyond the scope of our assignment except to the limited extent required by GASB 75 and in accordance with the City's stated OPEB funding policy. Results for accounting purposes may be materially different than results obtained for other purposes such as plan termination, liability settlement, or underlying economic value of the promises made by the plan.

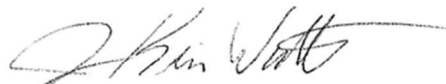
This report is prepared solely for the use and benefit of the City and may not be provided to third parties without prior written consent of MacLeod Watts. Exceptions: The City may provide copies of this report to their professional accounting and legal advisors who are subject to a duty of confidentiality, and the City may provide this work to any party if required by law or court order. No part of this report should be used as the basis for any representations or warranties in any contract or agreement without the written consent of MacLeod Watts.

The undersigned are unaware of any relationship that might impair the objectivity of this work. Nothing within this report is intended to be a substitute for qualified legal or accounting counsel. The signing actuary is a member of the American Academy of Actuaries and meets the qualification standards for rendering this opinion.

Signed: September 26, 2022



Catherine L. MacLeod, FSA, FCA, EA, MAAA



J. Kevin Watts, FSA, FCA, MAAA





## G. Supporting Information

### Section 1 - Summary of Employee Data

**Active members:** The City reported 32 active employees in the data provided to us for the June 2021 valuation. Of these, 31 were reported as currently enrolled in the medical program and 1 employee was reported as waiving coverage.

Distribution of Benefits-Eligible Active Employees								
Current Age	Years of Service						Total	Percent
	Under 1	1 to 4	5 to 9	10 to 14	15 to 19	20 & Up		
Under 25		3					3	9%
25 to 29	2	3	1				6	19%
30 to 34	1	4	1				6	19%
35 to 39	2	1	2		1		6	19%
40 to 44	1		1				2	6%
45 to 49		1	1		2	1	5	16%
50 to 54	1			1			2	6%
55 to 59			2				2	6%
60 to 64							0	0%
65 to 69							0	0%
70 & Up							0	0%
<b>Total</b>	<b>7</b>	<b>12</b>	<b>8</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>32</b>	<b>100%</b>
<b>Percent</b>	<b>22%</b>	<b>38%</b>	<b>25%</b>	<b>3%</b>	<b>9%</b>	<b>3%</b>	<b>100%</b>	

Valuation	June 2019	June 2021
Average Attained Age for Actives	38.6	37.5
Average Years of Service	7.8	5.3

**Retired members:** There were also 25 retirees and 2 survivors receiving benefits on the valuation date. Their ages are summarized in this chart:

Retirees by Age					
Current Age	Misc	Police	Fire	Total	Percent
Below 50	0	1	0	1	4%
50 to 54	0	0	0	0	0%
55 to 59	2	0	0	2	7%
60 to 64	1	1	1	3	11%
65 to 69	7	1	1	9	33%
70 to 74	4	0	0	4	15%
75 to 79	4	0	0	4	15%
80 & up	1	1	2	4	15%
<b>Total</b>	<b>19</b>	<b>4</b>	<b>4</b>	<b>27</b>	<b>100%</b>
<b>Average Age:</b>					
On 6/30/2021	70.3	65.3	77.0	70.6	
At retirement	59.3	53.7	59.7	58.6	



## Supporting Information

(Continued)

### Section 1 - Summary of Employee Data

(continued)

The chart below reconciles the number of actives and retirees included in the June 30, 2019 valuation with those included in the June 30, 2021 valuation:

Reconciliation of City Plan Members Between Valuation Dates					
Status	Covered Actives	Waiving Actives	Covered Retirees	Covered Surviving Spouses	Total
Number reported as of June 30, 2019	27	3	23	3	56
New employees	7	1			8
Separated employees	(2)				(2)
New retiree, elected coverage	(4)		4		0
New retiree, waiving coverage					0
Previously waiving, now covered	3	(3)			0
Deceased			(2)	(1)	(3)
<b>Number reported as of June 30, 2021</b>	<b>31</b>	<b>1</b>	<b>25</b>	<b>2</b>	<b>59</b>

Overall, the number of active plan members increased by 2, from 30 to 32, representing a 7% increase in active employees included in the valuation. The number of covered retirees increased by 1, from 26 to 27. There were 4 new retirements reported between June 30, 2019, and June 30, 2021; all 4 retirees elected City coverage in retirement.

The chart below shows level of coverage in the medical program on the valuation date. These elections have minimal impact on the OPEB liability, generally affecting only survivor benefits and/or estimated implicit subsidy liabilities.

Counts by Coverage Level			
Coverage Level	Active	Retired	Total
Employee Only	23	-	23
Employee & Spouse	2	21	23
Employee & Child(ren)	2	6	8
Employee & Family	4	-	4
Waived	1	-	1
<b>Total</b>	<b>32</b>	<b>27</b>	<b>59</b>

**Summary of Plan Member Counts:** The numbers of those members currently or potentially eligible to receive benefits under the OPEB plan are required to be reported in the notes to the financial statements.

Summary of Plan Member Counts	
Number of active plan members	32
Number of inactive plan members currently receiving benefits	27
Number of inactive plan members entitled to but not receiving benefits	12*

\* Retirees eligible to return to the City for PEMHCA coverage



## Supporting Information

(Continued)

### Section 2 - Summary of Retiree Benefit Provisions

**OPEB provided:** The City reported that medical, dental and vision coverage is available for retirees.

**Benefits excluded from this valuation:** If dental and/or vision coverage is selected, the retiree must pay 100% of the premiums. Since no OPEB liability is expected with respect to dental or vision coverage for retirees, neither is considered in this valuation.

**Access to medical coverage:** Medical coverage is currently provided through CalPERS as permitted under the Public Employees' Medical and Hospital Care Act (PEMHCA). Access to this coverage requires the employee to satisfy the requirements for retirement under CalPERS, i.e., (a) attainment of age 50 (age 52 for miscellaneous PEPRAs employees) with 5 years of State or public agency service or (b) an approved disability retirement.

The employee must begin his or her retirement (pension) benefit within 120 days of terminating employment with the City to be eligible to continue medical coverage through the City and be entitled to the benefits described below. It is the timing of initiating retirement benefits and not timing of enrollment in the medical program which determines whether or not the retiree qualifies for lifetime medical coverage and any benefits defined in the PEMHCA resolution. Once eligible, coverage may be continued at the retiree's option for his or her lifetime. A surviving spouse and other eligible dependents may also continue coverage. If an eligible employee is not already enrolled in the medical plan, he or she may enroll within 60 days of retirement, during any future open enrollment period or with a qualifying life event.

**Benefits provided:** Under PEMHCA, the City is required to contribute toward retiree premiums for the retiree's lifetime or until coverage is discontinued. In accordance with a resolution executed in 2010, the City contributes the PEMHCA minimum employer contribution (MEC)<sup>5</sup> for any City retiree who satisfies the requirements for "Access to Coverage" above. For certain retirees, the City provides a medical premium stipend, which in combination with the PEMHCA minimum (MEC), provides an additional subsidy toward retiree (single coverage) medical premiums.

**Current premium rates:** The 2022 CalPERS monthly medical plan rates in the Region 1 rate group are shown in the table below. If different rates apply where the member resides outside of this area, those rates are reflected in the valuation, but not listed here. The CalPERS administration fee is assumed to be expensed each year and has not been projected as an OPEB liability in this valuation.

Region 1 2022 Health Plan Rates						
	Actives and Pre-Med Retirees			Medicare Eligible Retirees		
Plan	Ee Only	Ee & 1	Ee & 2+	Ee Only	Ee & 1	Ee & 2+
Blue Shield Access+ HMO & EPO	\$ 1,116.01	\$ 2,232.02	\$ 2,901.63	\$ 353.11	\$ 706.22	\$ 1,375.83
PERS Platinum PPO	1,057.01	2,114.02	2,748.23	381.94	763.88	1,398.09
PERS Gold PPO	701.23	1,402.46	1,823.20	377.41	754.82	1,175.56
PORAC Region 1	799.00	1,725.00	2,219.00	461.00	919.00	1,413.00
UHC Alliance HMO*	1,020.28	2,040.56	2,652.73	347.21	694.42	1,306.59

<sup>5</sup> It is our understanding that there is a pre-tax flexible benefit plan for active employees to provide premiums in excess of the MEC and these payments are not required to be provided to retired employees to meet PEMHCA requirements.



## Supporting Information

(Continued)

### Section 2 - Summary of Retiree Benefit Provisions

The chart below summarizes the details of plan eligibility for and the amount of these benefits.

Date Hired	Date of Retirement	Group	Eligibility Requirements	Pre-Medicare Retiree Benefit	Medicare Retiree Benefit	Maximum Monthly Benefit for 2022
Any	Any	All Groups	At least age 50 with 5 years of <b>PERS</b> service	Required PEMHCA Minimum Employer Contribution (MEC)		\$149
Before 7/1/2010	Before 1/1/2011	All Groups	At least age 50 with 5 years of <b>City</b> service	100% Employee (Retiree) Only premium		Not Applicable
Before 7/1/2010	On or After 1/1/2011	All except Police	At least age 50 with 5 years of <b>City</b> service	100% Employee Only premium up to Blue Shield EPO Basic premium	100% Employee Only premium up to United HealthCare Supplemental Medicare premium	Pre-Medicare: \$1,116.01 Post-Medicare: \$353.01
		Police		100% Employee Only premium up to PORAC Basic premium		Pre-Medicare: \$799.00 Post-Medicare: \$353.01
On or After 7/1/2010	Any	All Groups	No additional benefits payable; PEMHCA MEC Only; see above.			

*Surviving Spouses: The MEC continues to the surviving spouse of a deceased retiree. In addition, the benefits described above for retirees who retired prior to January 1, 2011 continue to the surviving spouse of a deceased retiree.*

City Council members are eligible to continue coverage in retirement, but, if they opt to do so, must pay 100% of the monthly premiums. The City does not contribute toward the monthly premiums for retired Council members.



## Supporting Information (Continued)

### Section 3 - Actuarial Methods and Assumptions

The ultimate real cost of an employee benefit plan is the value of all benefits and other expenses of the plan over its lifetime. These payments depend only on the terms of the plan and the administrative arrangements adopted. Actuarial assumptions are used to estimate the cost of these benefits; the funding method spreads the expected costs on a level basis over the life of the plan.

#### Important Dates

Valuation Date	June 30, 2021
Fiscal Year End	June 30, 2022
GASB 75 Measurement Date	June 30, 2021 (last day of the prior fiscal year)

#### Valuation Methods

Funding Method	Entry Age Normal Cost, level percent of pay
Asset Valuation Method	Market value of assets
Participants Valued	Only current active employees and retired participants and covered dependents are valued. No future entrants are considered in this valuation.

#### Development of Age-related Medical Premiums

Actual premium rates for retirees and their spouses were adjusted to an age-related basis by applying medical claim cost factors developed from the data presented in the report, "Health Care Costs – From Birth to Death", sponsored by the Society of Actuaries. A description of the use of claims cost curves can be found in MacLeod Watts's Age Rating Methodology (Addendum 2 to this report).

Pre-Medicare retiree premiums are blended with premiums for active members. Medicare-eligible retirees are covered by plans which are rated solely on the experience of Medicare retirees with no subsidy by active employee premiums.

Monthly baseline premium costs were set equal to the active single premiums shown in the chart in Section 2. Representative claims costs derived from the dataset provided by CalPERS are shown in the chart on the following page. Age-based claims were applied (a) for all retirees not yet eligible for Medicare and (b) for Medicare retirees receiving benefits in excess of the PEMHCA minimum *and* covered by Medicare Supplement plans.



## Supporting Information (Continued)

### Section 3 - Actuarial Methods and Assumptions

Development of Age-related  
Medical Premiums (continued)

Expected Monthly Claims by Medical Plan for Selected Ages														
Region	Medical Plan	Non-Medicare Male Retirees					Medicare Male Retirees							
		50	53	56	59	62	65	70	75	80	85	90	95	
Region 1	Blue Shield Access	\$1,007	\$1,187	\$1,379	\$1,581	\$1,797	Claims not developed for Medicare Advantage plans							
	PERS Gold PPO	720	849	986	1,130	1,285	\$ 315	\$ 352	\$ 383	\$ 401	\$ 396	\$ 378	\$ 375	
	PERS Platinum PPO	909	1,072	1,245	1,427	1,622	319	357	388	406	401	383	380	
	PORAC	757	893	1,037	1,189	1,351	392	440	478	500	494	472	468	
	UHC Alliance HMO	1,016	1,198	1,392	1,595	1,814	Claims not developed for Medicare Advantage plans							
Region 3	UHC Alliance HMO	775	914	1,061	1,217	1,383	276	310	336	352	348	332	329	
Out of State	PORAC	629	742	862	988	1,123	392	440	478	500	494	472	468	
Region	Medical Plan	Non-Medicare Female Retirees					Medicare Female Retirees							
		50	53	56	59	62	65	70	75	80	85	90	95	
Region 1	Blue Shield Access	\$1,248	\$1,370	\$1,475	\$1,594	\$1,757	Claims not developed for Medicare Advantage plans							
	PERS Gold PPO	892	980	1,054	1,139	1,256	\$ 301	\$ 341	\$ 369	\$ 385	\$ 389	\$ 381	\$ 375	
	PERS Platinum PPO	1,127	1,237	1,331	1,439	1,586	305	345	374	390	394	386	379	
	PORAC	938	1,030	1,109	1,198	1,321	376	425	460	481	485	475	467	
	UHC Alliance HMO	1,259	1,383	1,488	1,608	1,773	Claims not developed for Medicare Advantage plans							
Region 3	UHC Alliance HMO	960	1,055	1,135	1,227	1,352	265	299	324	338	341	334	329	
Out of State	PORAC	780	856	922	996	1,098	376	425	460	481	485	475	467	

## Supporting Information (Continued)

### Section 3 - Actuarial Methods and Assumptions

#### Economic Assumptions

Long Term Return on Assets/  
Discount Rate

As of June 30, 2021: 6.10%, net of plan investment expenses  
As of June 30, 2020: 6.75%, net of plan investment expenses

General Inflation Rate

2.5% per year

Salary Increase

3.0% per year; since benefits do not depend on salary, this is used to allocate the cost of benefits between service years.

Healthcare Trend

Medical plan premiums and claims costs by age are assumed to increase once each year. Increases over the prior year's levels were derived using the Getzen model and are assumed to be effective on the dates shown in the chart below.

Effective January 1	Premium Increase	Effective January 1	Premium Increase
2022	Actual	2044-2049	4.7%
2023	5.8%	2050-2059	4.6%
2024	5.6%	2060-2066	4.5%
2025	5.4%	2067-2068	4.4%
2026-2027	5.2%	2069-2070	4.3%
2028-2029	5.1%	2071	4.2%
2030-2038	5.0%	2072-2073	4.1%
2039	4.9%	2074-2075	4.0%
2040-2043	4.8%	2076 & later	3.9%

The healthcare trend shown above was developed using the Getzen Model 2022\_b published by the Society of Actuaries using the following settings: CPI 2.5%; Real GDP Growth 1.4%; Excess Medical Growth 1.0%; Expected Health Share of GDP in 2028 20.3%; Resistance Point 20%; Year after which medical growth is limited to growth in GDP 2075.

The PEMHCA minimum employer contribution is assumed to increase by 4.0% per year.



## Supporting Information (Continued)

### Section 3 - Actuarial Methods and Assumptions

#### Participant Election Assumptions

Participation Rate	<p><i>Active employees hired prior to July 1, 2010:</i> 100% are assumed to continue their current plan election in retirement.</p> <p><i>Active employees hired on or after July 1, 2010:</i> 70% of currently enrolled employees and 50% of non-participating employees are assumed to continue medical coverage through the City in retirement.</p> <p><i>Active Council members currently waiving City medical coverage</i> are assumed to waive the coverage in retirement.</p> <p><i>Active police, fire and miscellaneous employees currently waiving medical coverage</i> are assumed to elect coverage in the PERS Platinum plan in retirement.</p> <p><i>Retired participants:</i> Existing medical plan elections are assumed to be continued until the retiree's death.</p>
Spouse Coverage	<p><i>Active employees:</i> 30% of employees are assumed to be married and to elect spousal coverage at the time of retirement. Surviving spouses are assumed to retain coverage until their death. Husbands are assumed to be 3 years older than their wives.</p> <p><i>Retired participants:</i> Existing elections for spouse coverage are assumed to be continued until the spouse's death. Actual spouse ages are used, where known; if not, husbands are assumed to be 3 years older than their wives.</p> <p>Spouse gender is assumed to be the opposite of the employee.</p>
Medicare Eligibility	Absent contrary data, all individuals are assumed to be eligible for Medicare Parts A and B at age 65.

#### Demographic Assumptions

*Demographic actuarial assumptions used in this valuation are based on the 2017 experience study of the California Public Employees Retirement System using data from 1997 to 2015, except for a different basis used to project future mortality improvements. Rates for selected age and service are shown below and on the following pages. The representative mortality rates were those published by CalPERS adjusted to back out 15 years of Scale MP 2016 to central year 2015.*

Mortality Improvement	MacLeod Watts Scale 2022 applied generationally from 2015 (see Addendum 3)
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## Supporting Information

(Continued)

### Section 3 - Actuarial Methods and Assumptions

Mortality Before Retirement  
(before improvement applied)

CalPERS Public Agency Miscellaneous Non- Industrial Deaths		
Age	Male	Female
15	0.00019	0.00004
20	0.00027	0.00008
30	0.00044	0.00018
40	0.00070	0.00040
50	0.00135	0.00090
60	0.00288	0.00182
70	0.00693	0.00438
80	0.01909	0.01080

CalPERS Public Agency Police & Fire Combined Industrial & Non-Industrial		
Age	Male	Female
15	0.00023	0.00008
20	0.00032	0.00013
30	0.00053	0.00025
40	0.00081	0.00050
50	0.00150	0.00104
60	0.00306	0.00200
70	0.00714	0.00459
80	0.01934	0.01105

Mortality After Retirement  
(before improvement applied)

#### Healthy Lives

CalPERS Public Agency Miscellaneous, Police & Fire Post Retirement Mortality		
Age	Male	Female
40	0.00070	0.00040
50	0.00431	0.00390
60	0.00758	0.00524
70	0.01490	0.01044
80	0.04577	0.03459
90	0.14801	0.11315
100	0.35053	0.30412
110	1.00000	1.00000

#### Disabled Miscellaneous

CalPERS Public Agency Disabled Miscellaneous Post-Retirement Mortality		
Age	Male	Female
20	0.00027	0.00008
30	0.00044	0.00018
40	0.00070	0.00040
50	0.01371	0.01221
60	0.02447	0.01545
70	0.03737	0.02462
80	0.07218	0.05338
90	0.16585	0.14826

#### Disabled Fire Safety

CalPERS Public Agency Disabled Fire Post- Retirement Mortality		
Age	Male	Female
20	0.00027	0.00009
30	0.00031	0.00014
40	0.00034	0.00022
50	0.00780	0.00681
60	0.01250	0.00809
70	0.02361	0.01647
80	0.06612	0.04975
90	0.18524	0.14349

#### Disabled Police Safety

CalPERS Public Agency Disabled Police Post- Retirement Mortality		
Age	Male	Female
20	0.00034	0.00010
30	0.00023	0.00012
40	0.00023	0.00017
50	0.00642	0.00563
60	0.01059	0.00696
70	0.02185	0.01537
80	0.06477	0.04883
90	0.18501	0.14169



## Supporting Information

(Continued)

### Section 3 - Actuarial Methods and Assumptions

#### Termination Rates

These rates reflect the assumed probability that an employee will leave the City in the next 12 months for reasons other than a service or disability retirement or death.

Miscellaneous Employees: Sum of Vested Terminated & Refund Rates From CalPERS Experience Study Report Issued December 2017						
Attained Age	Years of Service					
	0	3	5	10	15	20
15	0.1812	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.1742	0.1193	0.0654	0.0000	0.0000	0.0000
25	0.1674	0.1125	0.0634	0.0433	0.0000	0.0000
30	0.1606	0.1055	0.0615	0.0416	0.0262	0.0000
35	0.1537	0.0987	0.0567	0.0399	0.0252	0.0184
40	0.1468	0.0919	0.0519	0.0375	0.0243	0.0176
45	0.1400	0.0849	0.0480	0.0351	0.0216	0.0168

Police Safety Employees: Sum of Vested Terminated & Refund Rates From CalPERS Experience Study Report Issued December 2017						
Attained Age	Years of Service					
	0	3	5	10	15	20
15	0.1013	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.1013	0.0258	0.0249	0.0000	0.0000	0.0000
25	0.1013	0.0258	0.0249	0.0179	0.0000	0.0000
30	0.1013	0.0258	0.0249	0.0179	0.0109	0.0000
35	0.1013	0.0258	0.0249	0.0179	0.0109	0.0082
40	0.1013	0.0258	0.0249	0.0179	0.0109	0.0082
45	0.1013	0.0258	0.0249	0.0179	0.0109	0.0082

Fire Safety Employees: Sum of Vested Terminated & Refund Rates From CalPERS Experience Study Report Issued December 2017						
Attained Age	Years of Service					
	0	3	5	10	15	20
15	0.1298	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.1298	0.0237	0.0146	0.0000	0.0000	0.0000
25	0.1298	0.0237	0.0146	0.0069	0.0000	0.0000
30	0.1298	0.0237	0.0146	0.0069	0.0052	0.0000
35	0.1298	0.0237	0.0146	0.0069	0.0052	0.0041
40	0.1298	0.0237	0.0146	0.0069	0.0052	0.0041
45	0.1298	0.0237	0.0146	0.0069	0.0052	0.0041



## Supporting Information (Continued)

### Section 3 - Actuarial Methods and Assumptions

#### Service Retirement Rates

The following miscellaneous retirement formulas apply:

Classic, hired before 7/1/2010:

2.0% @ 55

Each rate in these tables reflects the assumed probability that an employee with that age and service will take a service retirement from the City in the next 12 months.

Miscellaneous Employees: 2% at 55 formula From CalPERS Experience Study Report Issued December 2017						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0080	0.0130	0.0180	0.0210	0.0220	0.0330
55	0.0400	0.0400	0.0560	0.0930	0.1090	0.1540
60	0.0580	0.0750	0.0930	0.1260	0.1430	0.1690
65	0.1450	0.1730	0.2010	0.2330	0.2660	0.2890
70	0.1500	0.1710	0.1920	0.2390	0.3040	0.3300
75 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

Classic, hired after 7/1/2010:

2.0% @ 60

Miscellaneous Employees: 2% at 60 formula From CalPERS Experience Study Report Issued December 2017						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0200	0.0200	0.0200	0.0200	0.0200	0.1500
55	0.0190	0.0260	0.0330	0.0920	0.1360	0.1460
60	0.0700	0.0740	0.0890	0.1130	0.1370	0.1610
65	0.1400	0.1780	0.2150	0.2640	0.3210	0.3770
70	0.1400	0.1780	0.2150	0.2640	0.3210	0.3770
75 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

PEPRA:

2.0% @ 62

Miscellaneous "PEPRA" Employees: 2% at 62 formula From CalPERS Experience Study Report Issued December 2017						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
55	0.0100	0.0190	0.0280	0.0360	0.0610	0.0960
60	0.0310	0.0510	0.0710	0.0910	0.1110	0.1380
65	0.1080	0.1410	0.1730	0.2060	0.2390	0.3000
70	0.1200	0.1560	0.1930	0.2290	0.2650	0.3330
75 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000



## Supporting Information

(Continued)

### Section 3 - Actuarial Methods and Assumptions

#### Service Retirement Rates

(continued)

The following fire safety retirement formulas apply:

Classic: 2.0% @ 50

Fire Safety Employees: 2% at 50 formula						
From CalPERS Experience Study Report Issued December 2017						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0090	0.0090	0.0090	0.0090	0.0130	0.0200
53	0.0520	0.0520	0.0520	0.0520	0.0790	0.1190
56	0.0830	0.0830	0.0830	0.0830	0.1270	0.1900
59	0.0740	0.0740	0.0740	0.0740	0.1130	0.1700
62	0.0990	0.0990	0.0990	0.0990	0.1520	0.2280
65 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

PEPRA: 2.7% @ 57

Fire Safety Employees: 2.7% at 57 formula						
From CalPERS Experience Study Report Issued December 2017						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0065	0.0065	0.0065	0.0065	0.0101	0.0151
53	0.0442	0.0442	0.0442	0.0442	0.0680	0.1018
56	0.0740	0.0740	0.0740	0.0740	0.1140	0.1706
59	0.0729	0.0729	0.0729	0.0729	0.1123	0.1681
62	0.1136	0.1136	0.1136	0.1136	0.1749	0.2618
65 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

The following police safety retirement formulas apply:

Classic: 2.0% @ 50

Police Safety Employees: 2% at 50 formula						
From CalPERS Experience Study Report Issued December 2017						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0500	0.0500	0.0500	0.0500	0.0500	0.1000
53	0.0400	0.0400	0.0400	0.0400	0.0820	0.1230
56	0.0660	0.0660	0.0660	0.0880	0.1290	0.2280
59	0.0800	0.0800	0.0800	0.0920	0.1400	0.2280
62	0.1500	0.1500	0.1500	0.1500	0.1500	0.2130
65 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000



## Supporting Information (Continued)

### Section 3 - Actuarial Methods and Assumptions

#### Service Retirement Rates

PEPRA:

2.7% @ 57

Police Safety Employees: 2.7% at 57 formula From CalPERS Experience Study Report Issued December 2017						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0500	0.0500	0.0500	0.0500	0.0500	0.1000
53	0.0380	0.0380	0.0380	0.0380	0.0774	0.1169
56	0.0627	0.0627	0.0627	0.0836	0.1228	0.2168
59	0.0800	0.0800	0.0800	0.0920	0.1400	0.2275
62	0.1500	0.1500	0.1500	0.1500	0.1500	0.2125
65 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

#### Disability Retirement Rates

CalPERS Public Agency Miscellaneous Disability From Dec 2017 Experience Study Report			CalPERS Public Agency Police Combined Disability From Dec 2017 Experience Study Report		CalPERS Public Agency Fire Combined Disability From Dec 2017 Experience Study Report	
Age	Male	Female	Age	Unisex	Age	Unisex
20	0.00017	0.00010	20	0.00010	20	0.00015
25	0.00017	0.00010	25	0.00175	25	0.00029
30	0.00019	0.00024	30	0.00496	30	0.00066
35	0.00039	0.00071	35	0.00818	35	0.00129
40	0.00102	0.00135	40	0.01140	40	0.00235
45	0.00151	0.00188	45	0.01461	45	0.00418
50	0.00158	0.00199	50	0.01925	50	0.02128
55	0.00158	0.00149	55	0.04909	55	0.03134
60	0.00153	0.00105	60	0.06212	60	0.04442

#### Software and Models Used in the Valuation

**ProVal** - MacLeod Watts utilizes ProVal, a licensed actuarial valuation software product from Winklevoss Technologies (WinTech) to project future retiree benefit payments and develop the OPEB liabilities presented in this report. ProVal is widely used by the actuarial community. We review results at the plan level and for individual sample lives and find them to be reasonable and consistent with the results we expect. We are not aware of any material inconsistencies or limitations in the software that would affect this actuarial valuation.

**Age-based premiums model** – developed internally and reviewed by an external consultant at the time it was developed. See discussion on Development of Age-Related Medical Premiums and Addendum 3.

**Getzen model** – published by the Society of Actuaries; used to derive medical trend assumptions described earlier in this section.



Supporting Information

(Concluded)

Section 3 - Actuarial Methods and Assumptions

Changes in assumptions or methods since the prior Measurement Date

Trust rate of return/discount rate	Decreased from 6.75% to 6.10%, reflecting updated long-term rates of return provided by CalPERS in March 2022
Mortality Improvement	The mortality improvement scale was updated from MacLeod Watts Scale 2018 to MacLeod Watts Scale 2022, reflecting continued updates in available information (see Addendum 3).
Healthcare Trend	Updated the base healthcare trend scale to Getzen Model 2021_b, as published by the Society of Actuaries
Spouse Coverage	Decreased percentage of future retirees assumed to cover a spouse from 40% to 30%, based on observed experience
Pool Subsidy for Medicare retirees	We applied age-based premiums and developed a liability for the projected pool subsidy for retirees enrolled in Medicare plans, under guidance provided by a new actuarial practice note



## Addendum 1: Important Background Information

### General Types of Other Post-Employment Benefits (OPEB)

Post-employment benefits other than pensions (OPEB) comprise a part of compensation that employers offer for services received. The most common OPEB are medical, prescription drug, dental, vision, and/or life insurance coverage. Other OPEB may include outside group legal, long-term care, or disability benefits outside of a pension plan. OPEB does not generally include COBRA, vacation, sick leave (unless converted to defined benefit OPEB), or other direct retiree payments.

A direct employer payment toward the cost of OPEB benefits is referred to as an “explicit subsidy”. In addition, if claims experience of employees and retirees are pooled when determining premiums, retiree premiums are based on a pool of members which, on average, are younger and healthier. For certain types of coverage such as medical insurance, this results in an “implicit subsidy” of retiree premiums by active employee premiums since the retiree premiums are lower than they would have been if retirees were insured separately. GASB 75 and Actuarial Standards of Practice generally require that an implicit subsidy of retiree premium rates be valued as an OPEB liability.

Expected retiree claims		
Premium charged for retiree coverage		Covered by higher active premiums
Retiree portion of premium	Agency portion of premium Explicit subsidy	Implicit subsidy

*This chart shows the sources of funds needed to cover expected medical claims for pre-Medicare retirees. The portion of the premium paid by the Agency does not impact the amount of the implicit subsidy.*

### Valuation Process

The valuation was based on employee census data and benefits provided by the City. A summary of the employee data is provided in Section 1 and a summary of the benefits provided under the Plan is provided in Section 2. While individual employee records have been reviewed to verify that they are reasonable in various respects, the data has not been audited and we have otherwise relied on the City as to its accuracy. The valuation was also based on the actuarial methods and assumptions described in Section 3.

In developing the projected benefit values and liabilities, we first determine an expected premium or benefit stream over the employee’s future retirement. Benefits may include both direct employer payments (explicit subsidies) and/or an implicit subsidy, arising when retiree premiums are expected to be subsidized by active employee premiums. The projected benefit streams reflect assumed trends in the cost of those benefits and assumptions as to the expected date(s) when benefits will end. We then apply assumptions regarding:

- The probability that each individual employee will or will not continue in service to receive benefits.
- The probability of when such retirement will occur for each retiree, based on current age, service and employee type; and



## Important Background Information

(Continued)

- The likelihood that future retirees will or will not elect retiree coverage (and benefits) for themselves and/or their dependents.

We then calculate a present value of these benefits by discounting the value of each future expected benefit payment, multiplied by the assumed expectation that it will be paid, back to the valuation date using the discount rate. These benefit projections and liabilities have a very long time horizon. The final payments for currently active employees may not be made for many decades.

The resulting present value for each employee is allocated as a level percent of payroll each year over the employee's career using the entry age normal cost method and the amounts for each individual are then summed to get the results for the entire plan. This creates a cost expected to increase each year as payroll increases. Amounts attributed to prior fiscal years form the "Total OPEB Liability". The OPEB cost allocated for active employees in the current year is referred to as "Service Cost".

Where contributions have been made to an irrevocable OPEB trust, the accumulated value of trust assets ("Fiduciary Net Position") is applied to offset the "Total OPEB Liability", resulting in the "Net OPEB Liability". If a plan is not being funded, then the Net OPEB Liability is equal to the Total OPEB Liability.

It is important to remember that an actuarial valuation is, by its nature, a projection of one possible future outcome based on many assumptions. To the extent that actual experience is not what we assumed, future results will differ. Some possible sources of future differences may include:

- A significant change in the number of covered or eligible plan members
- A significant increase or decrease in the future premium rates
- A change in the subsidy provided by the Agency toward retiree premiums
- Longer life expectancies of retirees
- Significant changes in expected retiree healthcare claims by age, relative to healthcare claims for active employees and their dependents
- Higher or lower returns on plan assets or contribution levels other than were assumed, and/or
- Changes in the discount rate used to value the OPEB liability





Important Background Information

(Continued)

Requirements of GASB 75

The Governmental Accounting Standards Board (GASB) issued GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. This Statement establishes standards for the measurement, recognition, and disclosure of OPEB expense and related liabilities (assets), note disclosures, and, required supplementary information (RSI) in the financial reports of state and local governmental employers.

Important Dates

GASB 75 requires that the information used for financial reporting falls within prescribed timeframes. Actuarial valuations of the total OPEB liability are generally required at least every two years. If a valuation is not performed as of the Measurement Date, then liabilities are required to be based on roll forward procedures from a prior valuation performed no more than 30 months and 1 day prior to the most recent year-end. In addition, the net OPEB liability is required to be measured as of a date no earlier than the end of the prior fiscal year (the “Measurement Date”).

Recognition of Plan Changes and Gains and Losses

Under GASB 75, gains and losses related to changes in Total OPEB Liability and Fiduciary Net Position are recognized in OPEB expense systematically over time.

- Timing of recognition:

Changes in the Total OPEB Liability relating to changes in plan benefits are recognized immediately (fully expensed) in the year in which the change occurs. Gains and Losses are amortized, with the applicable period based on the type of gain or loss. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.
- Deferred recognition periods:

These periods differ depending on the source of the gain or loss.

Difference between projected and actual trust earnings:	5 year straight-line recognition
All other amounts:	Straight-line recognition over the expected average remaining service lifetime (EARSL) of all members that are provided with benefits, determined as of the beginning of the Measurement Period. In determining the EARSL, all active, retired and inactive (vested) members are counted, with the latter two groups having 0 remaining service years.



## Important Background Information

(Continued)

### Implicit Subsidy Plan Contributions

An implicit subsidy occurs when expected retiree claims exceed the premiums charged for retiree coverage. When this occurs, we expect part of the premiums paid for active employees to cover a portion of retiree claims. This transfer represents the current year's "implicit subsidy". Because GASB 75 treats payments to an irrevocable trust *or directly to the insurer* as employer contributions, each year's implicit subsidy is treated as a contribution toward the payment of retiree benefits.

The following hypothetical example illustrates this treatment:

Hypothetical Illustration of Implicit Subsidy Recognition	For Active Employees	For Retired Employees
<i>Prior to Implicit Subsidy Adjustment</i>		
Premiums Paid by Agency During Fiscal Year	\$ 411,000	\$ 48,000
Accounting Treatment	Compensation Cost for Active Employees	Contribution to Plan & Benefits Paid from Plan
<i>After Implicit Subsidy Adjustment</i>		
Premiums Paid by Agency During Fiscal Year	\$ 411,000	\$ 48,000
Implicit Subsidy Adjustment	(23,000)	23,000
Accounting Cost of Premiums Paid	\$ 388,000	\$ 71,000
Accounting Treatment Impact	Reduces Compensation Cost for Active Employees	Increases Contributions to Plan & Benefits Paid from Plan

The example above shows that total payments toward active and retired employee healthcare premiums is the same, but for accounting purposes part of the total is shifted from actives to retirees. This shifted amount is recognized as an OPEB contribution and reduces the current year's premium expense for active employees.



## Important Background Information (Continued)

### Discount Rate

When the financing of OPEB liabilities is on a pay-as-you-go basis, GASB 75 requires that the discount rate used for valuing liabilities be based on the yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale). When a plan sponsor makes regular, sufficient contributions to a trust in order to prefund the OPEB liabilities, GASB 75 allows use of a rate up to the expected rate of return of the trust. Therefore, prefunding has an advantage of potentially being able to report overall lower liabilities due to future expected benefits being discounted at a higher rate.

### Actuarial Funding Method and Assumptions

The “ultimate real cost” of an employee benefit plan is the value of all benefits and other expenses of the plan over its lifetime. These expenditures are dependent only on the terms of the plan and the administrative arrangements adopted, and as such are not affected by the actuarial funding method.

The actuarial funding method attempts to spread recognition of these expected costs on a level basis over the life of the plan, and as such sets the “incidence of cost”. GASB 75 specifically requires that the actuarial present value of projected benefit payments be attributed to periods of employee service using the Entry Age Actuarial Cost Method, with each period’s service cost determined as a level percentage of pay.

The results of this report may not be appropriate for other purposes, where other assumptions, methodology and/or actuarial standards of practice may be required or more suitable.



## Addendum 2: MacLeod Watts Age Rating Methodology

Both accounting standards (e.g. GASB 75) and actuarial standards (e.g. ASOP 6) require that expected retiree claims, not just premiums paid, be reflected in most situations where an actuary is calculating retiree healthcare liabilities. Unfortunately, the actuary is often required to perform these calculations without any underlying claims information. In most situations, the information is not available, but even when available, the information may not be credible due to the size of the group being considered.

Actuaries have developed methodologies to approximate healthcare claims from the premiums being paid by the plan sponsor. Any methodology requires adopting certain assumptions and using general studies of healthcare costs as substitutes when there is a lack of credible claims information for the specific plan being reviewed.

Premiums paid by sponsors are often uniform for all employee and retiree ages and genders, with a drop in premiums for those participants who are Medicare-eligible. While the total premiums are expected to pay for the total claims for the insured group, on average, the premiums charged would not be sufficient to pay for the claims of older insureds and would be expected to exceed the expected claims of younger insureds. An age-rating methodology takes the typically uniform premiums paid by plan sponsors and spreads the total premium dollars to each age and gender intended to better approximate what the insurer might be expecting in actual claims costs at each age and gender.

The process of translating premiums into expected claims by age and gender generally follows the steps below.

1. *Obtain or Develop Relative Medical Claims Costs by Age, Gender, or other categories that are deemed significant.* For example, a claims cost curve might show that, if a 50 year old male has \$1 in claims, then on average a 50 year old female has claims of \$1.25, a 30 year male has claims of \$0.40, and an 8 year old female has claims of \$0.20. The claims cost curve provides such relative costs for each age, gender, or any other significant factor the curve might have been developed to reflect. Section 3 provides the source of information used to develop such a curve and shows sample relative claims costs developed for the plan under consideration.
2. *Obtain a census of participants, their chosen medical coverage, and the premium charged for their coverage.* An attempt is made to find the group of participants that the insurer considered in setting the premiums they charge for coverage. That group includes the participant and any covered spouses and children. When information about dependents is unavailable, assumptions must be made about spouse age and the number and age of children represented in the population. These assumptions are provided in Section 3.
3. *Spread the total premium paid by the group to each covered participant or dependent based on expected claims.* The medical claims cost curve is used to spread the total premium dollars paid by the group to each participant reflecting their age, gender, or other relevant category. After this step, the actuary has a schedule of expected claims costs for each age and gender for the current premium year. It is these claims costs that are projected into the future by medical cost inflation assumptions when valuing expected future retiree claims.

The methodology described above is dependent on the data and methodologies used in whatever study might be used to develop claims cost curves for any given plan sponsor. These methodologies and assumptions can be found in the referenced paper cited as a source in the valuation report.



### Addendum 3: MacLeod Watts Mortality Projection Methodology

Actuarial standards of practice (e.g., ASOP 35, Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations, and ASOP 6, Measuring Retiree Group Benefits Obligations) indicate that the actuary should reflect the effect of mortality improvement (i.e., longer life expectancies in the future), both before and after the measurement date. The development of credible mortality improvement rates requires the analysis of large quantities of data over long periods of time. Because it would be extremely difficult for an individual actuary or firm to acquire and process such extensive amounts of data, actuaries typically rely on large studies published periodically by organizations such as the Society of Actuaries or Social Security Administration.

As noted in a recent actuarial study on mortality improvement, key principles in developing a credible mortality improvement model would include the following:

- (1) Short-term mortality improvement rates should be based on recent experience.
- (2) Long-term mortality improvement rates should be based on expert opinion.
- (3) Short-term mortality improvement rates should blend smoothly into the assumed long-term rates over an appropriate transition period.

The **MacLeod Watts Scale 2022** was developed from a blending of data and methodologies found in two published sources: (1) the Society of Actuaries Mortality Improvement Scale MP-2021 Report, published in October 2021 and (2) the demographic assumptions used in the 2021 Annual Report of the Board of Trustees of the Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds, published August 2021.

MacLeod Watts Scale 2022 is a two-dimensional mortality improvement scale reflecting both age and year of mortality improvement. The underlying base scale is Scale MP-2021 which has two segments – (1) historical improvement rates for the period 1951-2017 and (2) an estimate of future mortality improvement for years 2018-2020 using the Scale MP-2021 methodology but utilizing the assumptions used in generating Scale MP-2015. The MacLeod Watts scale then transitions from the 2020 improvement rate to the Social Security Administration (SSA) Intermediate Scale linearly over the 10-year period 2021-2030. After this transition period, the MacLeod Watts Scale uses the constant mortality improvement rate from the SSA Intermediate Scale from 2030-2044. The SSA's Intermediate Scale has a final step in 2045 which is reflected in the MacLeod Watts scale for years 2045 and thereafter. Over the ages 95 to 117, the age 95 improvement rate is graded to zero.

Scale MP-2021 can be found at the SOA website and the projection scales used in the 2021 Social Security Administrations Trustees Report at the Social Security Administration website.



## Glossary

**Actuarial Funding Method** – A procedure which calculates the actuarial present value of plan benefits and expenses, and allocates these expenses to time periods, typically as a normal cost and an actuarial accrued liability

**Actuarial Present Value of Projected Benefits (APVPB)** – The amount presently required to fund all projected plan benefits in the future. This value is determined by discounting the future payments by an appropriate interest rate and the probability of nonpayment.

**CalPERS** – Many state governments maintain a public employee retirement system; CalPERS is the California program, covering all eligible state government employees as well as other employees of other governments within California who have elected to join the system

**Defined Benefit (DB)** – A pension or OPEB plan which defines the monthly income or other benefit which the plan member receives at or after separation from employment

**Deferred Contributions** – When an employer makes contributions after the measurement date and prior to the fiscal year end, recognition of these contributions is deferred to a subsequent accounting period by creating a deferred resource. We refer to these contributions as Deferred Contributions.

**Defined Contribution (DC)** – A pension or OPEB plan which establishes an individual account for each member and specifies how contributions to each active member's account are determined and the terms of distribution of the account after separation from employment

**Discount Rate** – Interest rate used to discount future potential benefit payments to the valuation date. Under GASB 75, if a plan is prefunded, then the discount rate is equal to the expected trust return. If a plan is not prefunded (pay-as-you-go), then the rate of return is based on a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

**Expected Average Remaining Service Lifetime (EARSL)** – Average of the expected remaining service lives of all employees that are provided with benefits through the OPEB plan (active employees and inactive employees), beginning in the current period

**Entry Age Actuarial Cost Method** – An actuarial funding method where, for each individual, the actuarial present value of benefits is levelly spread over the individual's projected earnings or service from entry age to the last age at which benefits can be paid

**Explicit Subsidy** – The projected dollar value of future retiree healthcare costs expected to be paid directly by the Employer, e.g., the Employer's payment of all or a portion of the monthly retiree premium billed by the insurer for the retiree's coverage

**Fiduciary Net Position** – The value of trust assets used to offset the Total OPEB Liability to determine the Net OPEB Liability.

**Government Accounting Standards Board (GASB)** – A private, not-for-profit organization which develops generally accepted accounting principles (GAAP) for U.S. state and local governments; like FASB, it is part of the Financial Accounting Foundation (FAF), which funds each organization and selects the members of each board

**Health Care Trend** – The assumed rate(s) of increase in future dollar values of premiums or healthcare claims, attributable to increases in the cost of healthcare; contributing factors include medical inflation, frequency or extent of utilization of services and technological developments.



## **Glossary** **(Continued)**

**Implicit Subsidy** – The projected difference between future retiree claims and the premiums to be charged for retiree coverage; this difference results when the claims experience of active and retired employees are pooled together and a ‘blended’ group premium rate is charged for both actives and retirees; a portion of the active employee premiums subsidizes the retiree premiums.

**Net OPEB Liability (NOL)** – The liability to employees for benefits provided through a defined benefit OPEB. Only assets administered through a trust that meet certain criteria may be used to reduce the Total OPEB Liability.

**Net Position** – The Impact on Statement of Net Position is the Net OPEB Liability adjusted for deferred resource items

**OPEB Expense** – The OPEB expense reported in the Agency’s financial statement. OPEB expense is the annual cost of the plan recognized in the financial statements.

**Other Post-Employment Benefits (OPEB)** – Post-employment benefits other than pension benefits, most commonly healthcare benefits but also including life insurance if provided separately from a pension plan

**Pay-As-You-Go (PAYGO)** – Contributions to the plan are made at about the same time and in about the same amount as benefit payments and expenses coming due

**PEMHCA** – The Public Employees’ Medical and Hospital Care Act, established by the California legislature in 1961, provides community-rated medical benefits to participating public employers. Among its extensive regulations are the requirements that a contracting Agency contribute toward medical insurance premiums for retired annuitants and that a contracting Agency file a resolution, adopted by its governing body, with the CalPERS Board establishing any new contribution.

**Plan Assets** – The value of cash and investments considered as ‘belonging’ to the plan and permitted to be used to offset the AAL for valuation purposes. To be considered a plan asset, GASB 75 requires (a) contributions to the OPEB plan be irrevocable, (b) OPEB assets to dedicated to providing OPEB benefit to plan members in accordance with the benefit terms of the plan, and (c) plan assets be legally protected from creditors, the OPEB plan administrator and the plan members.

**Public Agency Miscellaneous (PAM)** – Non-safety public employees.

**Select and Ultimate** – Actuarial assumptions which contemplate rates which differ by year initially (the select period) and then stabilize at a constant long-term rate (the ultimate rate)

**Service Cost** – Total dollar value of benefits expected to be earned by plan members in the current year, as assigned by the actuarial funding method; also called normal cost

**Total OPEB Liability (TOL)** – Total dollars required to fund all plan benefits attributable to service rendered as of the valuation date for current plan members and vested prior plan members; a subset of “Actuarial Present Value”

**Vesting** – As defined by the plan, requirements which when met make a plan benefit nonforfeitable on separation of service before retirement eligibility





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

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AMENDING THE CONFLICT OF INTEREST CODE

WHEREAS the Political Reform Act of 1974 (Govt. Code § 81000 et seq.) requires every local government agency to adopt and promulgate a Conflict of Interest Code ("Code"); and

WHEREAS the City desires to adopt their formal Conflict of Interest Code in a Resolution, and to update such Code; and

WHEREAS Title 2, Section 18730 of the California Code of Regulations contains the terms of a Model Conflict of Interest Code developed by the Fair Political Practices Commission ("FPPC") that agencies can adopt by reference, which may be amended from time to time by the FPPC after public notice and hearing to conform to amendments in the Political Reform Act; and

WHEREAS the City may adopt by reference the terms of the FPPC's Model Conflict of Interest Code, and amendments thereto, as set forth in the California Code of Regulations, as the City's Conflict of Interest Code; and

WHEREAS, adopting the Model Conflict of Interest Code will meet the statutory requirements for adopting such a code and save the City time and resources by minimizing the actions required to keep the Code in conformity with the Political Reform Act;

WHEREAS, pursuant to Government Code Section 87302, the Conflict of Interest Code must specifically enumerate the positions within the City, other than those specified in Government Code Section 87200, that involve the making or participating in making decisions that may foreseeably have a material effect on any financial interest, and, for each such enumerated position, the Conflict of Interest Code must state the specific types of investments, business positions, interests in real property and sources of income that are reportable.

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

#### **Section 1: Adoption of Model Conflict of Interest Code.**

A. The Model Conflict of Interest Code set forth in Title 2, Section 18730 of the California Code of Regulations and any amendments to it duly adopted by the FPPC are hereby incorporated by reference, and including the attached Exhibit A in which public officials and employees are designated and Exhibit B in which disclosure categories are set forth, shall constitute the Conflict of Interest Code of the City of Colusa and the Colusa Entities.

B. The designated officials, employees and consultants as set out in Exhibit A, shall be subject to the provisions of the Conflict of Interest Code and their disclosure categories.



## **Section 2. Annual Disclosure Statements**

Persons holding designated positions shall file an annual statement no later than April 1st of each year. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year; provided however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office, whichever is later.

## **Section 3. Filing Officer**

The City Clerk is the filing official for Council Members, the City Manager, the City Attorney, Planning Commissioners and City Treasurer, Finance Director or other public officials managing public investments. For the persons holding these positions, the City Clerk accepts the filing, retains a copy and forwards the original to the Fair Political Practices Commission in Sacramento. For all other persons holding designated positions, the City Clerk is the filing officer and retains the statements. The City Clerk shall make the statements available for public inspection and reproduction.

## **Section 4: New Officials, Employees and Consultants.**

Following adoption of the Code, any newly designated officials, employees, and consultants shall comply with the Conflict of Interest Code for the City within thirty (30) days.

## **Section 5: Effective Date.**

This Resolution shall be effective immediately.

Passed and adopted this 4<sup>th</sup> day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:.

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

Attest:

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

**Exhibit “A”**  
**Conflict of Interest Code**  
**Designated Positions**

Designated Persons.

The positions listed herein are designated positions for purposes of this chapter. Persons holding these positions as designated public officials, employees and consultants are deemed to make or participate in the making of decisions which may foreseeably have a material effect on any financial interest.

Officials/Position Name	Disclosure Category
<b>Commissions/Committees</b>	
City Council	1
Planning Commission	1
Heritage Preservation Commission	3, 4
Parks, Trees, Recreation Commission	1, 3, 4
Loan Committee	3, 4
<b>Administrative Services</b>	
City Clerk	1
City Manager	1
<del>Economic Development Director</del> Grant Writer	1
<b>Finance</b>	
City Treasurer	1
Director of Finance	1
<del>Administrative Office Manager</del>	1
<b>Planning</b>	
<del>Planning Director</del>	1
Community Development Manager	1
Senior Planner	1
<b>Police</b>	
Police Chief	1
<b>Fire</b>	
Fire Chief	1
Building Inspector	2
<b>Public Works</b>	
Public Works/Utilities Administrator	1
Street/Parks Superintendent	1
Utilities Superintendent	1
<b>Consultants</b>	1

## EXHIBIT “B”

### Conflict of Interest Disclosure Categories

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the Designated Employees must disclose for each disclosure category to which he or she is assigned.

#### Designated Employees Each Category Must Report

**Category 1**—Officials and employees whose duties are broad and indefinable:

Investments, business positions, and income from sources located in or doing business in the jurisdiction. Interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the agency.

**Category 2**—Officials and employees whose duties involve contracting or purchasing:

Investments, business positions, and source of income of the type which: provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

**Category 3**—Officials and employees with regulatory powers:

Investments, business positions, and sources of income of the type which are subject to the regulatory, permit, or licensing authority of the agency.

**Category 4**—Officials and employees whose decisions may affect real property interests:

Investments, business positions, and sources of income of the type which engage in land development, construction, or the acquisition or sale of real property. Interests in real property located within the jurisdiction, including property located within a two-mile radius of any property owned or used by the agency.

#### **Disclosure by Consultants**

For purposes of this code, “consultant” shall have the same meaning as stated in 2 CCR 18700.3, which is the following:

An individual who, pursuant to a contract with a state or local government agency:

(1) Makes a governmental decision whether to:

- (A) Approve a rate, rule, or regulation;
- (B) Adopt or enforce a law;
- (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
- (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
- (F) Grant agency approval to a plan, design, report, study, or similar item;
- (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

**Disclosure Requirements for Designated Consultants.** If a natural person is a "consultant" as defined above and has not been designated as exempt from disclosure requirements pursuant to this section, and such person has been deemed to make or participate in the making of decisions which may foreseeably have a material effect on any financial interest, such consultant shall provide such disclosure as the city manager deems appropriate in light of the services provided by said consultant.

**Consultants Exempt from Disclosure Requirements.** The city manager may determine in writing that a particular consultant, although a designated position, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements. Any such written determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements, in any. The city manager may also determine whether a particular contract consultant constitutes a "consultant" as the term is defined in the Political Reform Act and regulations promulgated thereunder. The city manager's determination is a public record and shall be retained for public inspection in the same manner and in the same location as other filings required by the conflict of interest code.

## 2022 Local Agency Biennial Notice

Name of Agency: City of Colusa  
 Mailing Address: 425 Webster Street  
 Contact Person: Shelly Kittle, City Clerk Phone No. 530-458-4740, x111  
 Email: cityclerk@cityofcolusa.com Alternate Email: citymanager@cityofcolusa.com

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☒ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) \_\_\_\_\_

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to: CITY HALL, 425 Webster Street, Colusa, CA 95932

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**



## City of Colusa California

### STAFF REPORT

**DATE:** October 4, 2022  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: City of Colusa wastewater state compliance project.

**Recommendation:** Council to consider approving Resolution approving the contract with SF metalworks fabrication company.

#### **BACKGROUND ANALYSIS:**

The City of Colusa's wastewater treatment plant was built in 2008, therefore it is now 14 years old.

Since the plant was built, we have had to have the UV channel recoated with epoxy in the past and now it's time to look at doing that again. The City has been experiencing some total chloroform violations for the last couple of years. Working with the State of California and the on-call City engineers we have come up with what the State of California calls a compliance project that will help solve the total chloroform violations. Total chloroform violations are minimum mandatory fines. The State allows jurisdictions to come up with plans to spend money on fixing the problems rather than paying them.

Staff has been working with the State for the past few months on trying to figure out why the City is getting these random total chloroform hits. The City's current limit is a seven-day average of 2.2 mg/L. Most of the time the results are <1.8, which is the minimum detection limit. The City has one of the most restrictive DPDES permits in the State and have no dilution credits like most plants. Most other plants have limits of 23mg/L or higher but now the State is cracking down on them as well, which puts the City ahead of the game.

Staff knows our wastewater plant inside and are trying to figure out what is going on after researching and going over all of the data for the last few years. Staff thought perhaps it was sampling errors so staff pulled samples for a while and still was getting random results. Therefore, we thought perhaps that it may be lab issues. Staff talked to the State and told them that we are going start pulling side by side samples to see if we get the same results.

Staff started pulling side by side samples about three months ago after the first month's results. We could see that there was a difference in the lab results but wanted to make sure so we continued pulling side by side samples to make sure it became clear that the City needs to change labs. The City has now changed labs. Even though the City may have found the problem, the City may still have upsets from time to time because we cannot control what people dump down the drain and the plant is very sensitive to changes.

The UV channel is getting worn out and it still needs to be updated. After looking into the costs of just re epoxying the channel and looking at what new plants are installing, installing a stainless-steel insert into the channel would be a better long-term solution. If installed correctly the City could get 20 years of service out of the stainless steel rather than just a few years out of the epoxy.

This item was brought to the City Council at the August 16<sup>th</sup> meeting asking to waive the RFP process as this would be a specialized project and enter a contract with SF metalworks. The City Council directed staff to send out a request for proposal (RFP). The project was posted on the plan houses for public works projects in the local paper and on the City's website.

The City of Colusa only received one bid. The bid is from SF Metalworks in the amount of \$87,302. This project is specialized in the matter that the new stainless-steel insert will have to be custom built on site with no room for mistakes to issue a proper seal and flow rate.

There are other things that staff will be upgrading at the wastewater treatment plant over the next year our filter system is no longer supported and if and when it fails they do not make any controls for that, so we are looking at changing out the control system to the new standards later this fall/winter. Because we have a lot of computer operated equipment their life span is short, so the City has to stay on top of the replacement of them.

**BUDGET IMPACT:** \$87,302 out of the wastewater fund

**STAFF RECOMMENDATION:** Council to approve the Resolution approving the Contract with SF metal works.

**ATTACHMENTS** Resolution 22  
SF Metal work contract

## RESOLUTION NO. 22-\_\_

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APROVING A CONTRACT WITH SF METALWORKS FOR THE CONSTRUCTION OF A STAINLESS- STEEL INSERT FOR THE UV CHANNEL

**WHEREAS**, the City's wastewater treatment plant is in need of a stainless steel insert to avoid penalties from the State;

**WHEREAS**, the City Manager conducted an request for proposals (RFP) to find contractors able to perform this service under the City's specifications;

**WHEREAS**, with SF Metalworks as the only contractor that submitted a bid.

**WHEREAS**, on October 4, 2022, the City of Colusa City Council Approves Resolution 22 enters into a contract for the construction of a stainless steel insert.

### **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 fourth day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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



# BID: SS TROUGH RECEIVED

AUG 29 2022

CITY OF COLUSA

SF METALWORKS

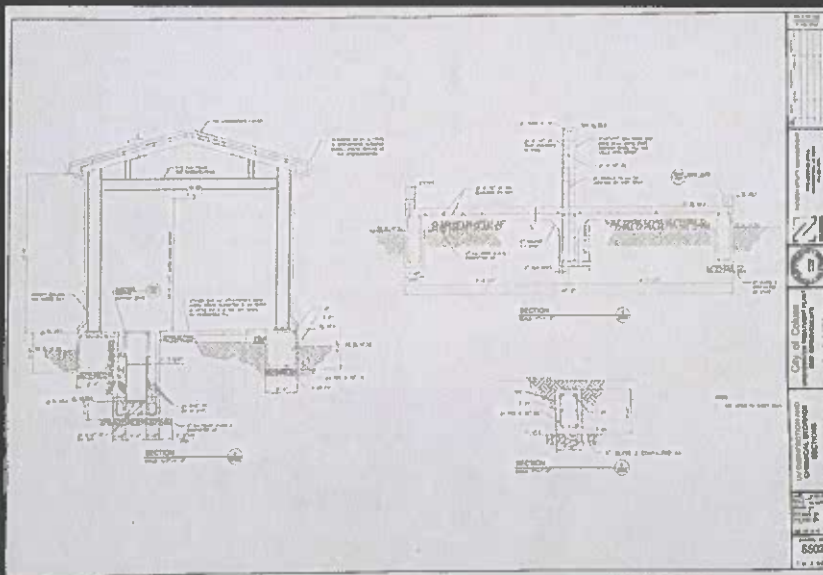
Prepared by:

SF Metalworks  
matthew@sfmetalworks.com

Prepared for:

City of Colusa  
citymanager@cityofcolusa.com

Submitted on: [REDACTED]



# Project Summary

## Scope of Work

Fabrication and installation of stainless steel trough for the final UV stage at the Waste Treatment Plant in Colusa CA .

- Approximately 58 LF (linear feet) x 29" tall x 19.5" U-shaped channel (no flanges) per client provided dimensions and details.

**Material:** 16 gauge, 316L Stainless Steel.

**Finish:** Mill finish (raw).

**Included:**

- Site Visit.
- Shop Drawings for Approval.

**Excluded:**

- Samples.
- Finish (other than smoothing weld joints).
- Electrical, Plumbing, Mechanical work, Engineering.

Description	Price
Fabrication	\$71,344
Delivery & Installation	\$15,958
<b>Total Fixed Fee</b>	<b>\$87,302</b>

# SF METALWORKS: TERMS AND CONDITIONS

THESE SUBCONTRACT TERMS AND CONDITIONS (this "Subcontract"), dated Not yet accepted (the "Effective Date"), is entered into by and between City of Colusa ("Contractor"), and Front Row Builders, Inc. a California Corporation doing business as "SF Metalworks", CSLB license number 893834, with a business address of 7893 Hwy 20 Meridian CA 95957 ("Subcontractor"). Collectively the "Parties" and individually a "Party".

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## 1. THE WORK

Subcontractor shall perform the work and/or supply the materials more fully specified on the "Scope of Work" attached hereto for the contract price as defined in fees section, payable in accordance with Section 2 hereof.

## 2. PRICING AND PAYMENTS

The Subcontractor hourly rates shall be good for thirty (30) days as of the Effective Date and may be modified during the term of any Scope of Work. Unless explicitly marked as a "fixed fee" within a Scope of Work, all quotes for labor, materials or taxes should be interpreted as an estimate and are subject to adjustment before the completion of any Scope of Work. Material pricing is contingent on approved samples (if applicable).

Bids (including material costs) are only good for 30 days. SFM reserves the right to make adjustments via change order. Material orders placed beyond 30 days (from delivery of proposal to point of ordering material) are subject to increase via change order.

Material: **please signify understanding and agreement** —  Jesse Cain

- Due to material pricing fluctuation in the market Subcontractor cannot confirm material costs until we have a signed proposal, deposit, and material prices have been re-quoted and guaranteed up to the point of material purchase date/s. Clients will be alerted if there are significant changes in pricing (either up or down).

Except for the initial deposit, which is due upon execution of this Subcontract, Subcontractor shall submit invoices for payment to Contractor under the terms of the Scope of Work (individually, an "Invoice" and collectively, "Invoices"), once per month, or in accordance to the payment scheduled agreed upon within a Scope of Work. Unless otherwise stipulated within the Scope of Work, Contractor agrees to pay Subcontractor in monthly progress payments for all work completed. Subcontractor shall submit monthly Invoices to Contractor reflecting payment due. If an Invoice is filled out incorrectly or incompletely or if there is any other defect or impropriety in an Invoice, Contractor shall so notify Subcontractor in writing, within five (5) business days of the receipt of such Invoice. In the event Contractor fails to pay any portion of the scheduled payments or an undisputed invoice to Subcontractor as contemplated hereunder, Subcontractor shall have the right to cease all services under any Scope of Work until such time Contractor makes such payment. Further, if payment is not received by the due date, Subcontractor reserves the right to assess interest on the overdue amount at a rate of four percent (10%) of the total amount due, to be charged monthly (and prorated if less than a month late), or terminate the Subcontract and all payments under the Subcontract will become immediately due.

## Payment Terms

- 75% fabrication deposit to initiate work.
- 25% fabrication balance due before delivery.
- 100% of installation invoiced upon completion of installation (due upon receipt).
  - ✦ *Installation plan will be sent in advance of install, including preparation direction required of City of Colusa.*
  - ✦ *Standby time will be billed at \$150/hr per person if job site is not prepared by City of Colusa for SF Metalworks install upon arrival.*
  - ✦ *Any workarounds that SF Metalworks participates in during install as a result of site not being prepped in advance will be billed as T&M at \$190/hr per person.*
- Balances past due 30 days will be assessed 10% interest on a monthly basis until paid.

*NOTE: SF Metalworks may send a preliminary (prelim) notice. Conditional/Unconditional waivers of releases will be signed by SFM if requested, after payment has been received.*

## 3. SCHEDULE OF WORK AND ADJUSTMENTS

Subcontractor shall provide Contractor with any requested scheduling information regarding the Scope of Work. Creating a schedule is dependent on when this Subcontract is executed, and an initial deposit is received. Unless otherwise clearly marked fixed fee, all work shall be billed on a time and materials basis, and the Scope of Work should not be interpreted as a set price.

Whenever an adjustment in the Scope of Work price or schedule is required because of Contractor's request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Subcontractor (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), Subcontractor shall submit to Contractor within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Scope of Work price and schedule. Pricing of the adjustment shall be in general accordance with the pricing structure of this Subcontract.

## 4. EXCLUSIONS

Unless otherwise specified within a Scope of Work, the Subcontractor's services shall not include, waterproofing, engineering, structural calculations, permits, drawings, inspections, electrical, plumbing or mechanical work.

## 5. COMPLETION

When Subcontractor considers that the Scope of Work is complete, Subcontractor and Contractor shall review the work, and if necessary, prepare a list of the remaining items to be completed or corrected (the "Punch List"). When Contractor, on the basis of an inspection, determines that the Scope of Work and Punch List is complete, Contractor will pay the remaining balance due. When site work has been completed, SFM may ask to be connected with the homeowner for the purpose of photographing the work.

## 6. ESTIMATED TIMELINE

Assembly	Drawings Approved	Fabrication Completed	Installation
SS Trough	Week 3	Week 9	Week 12

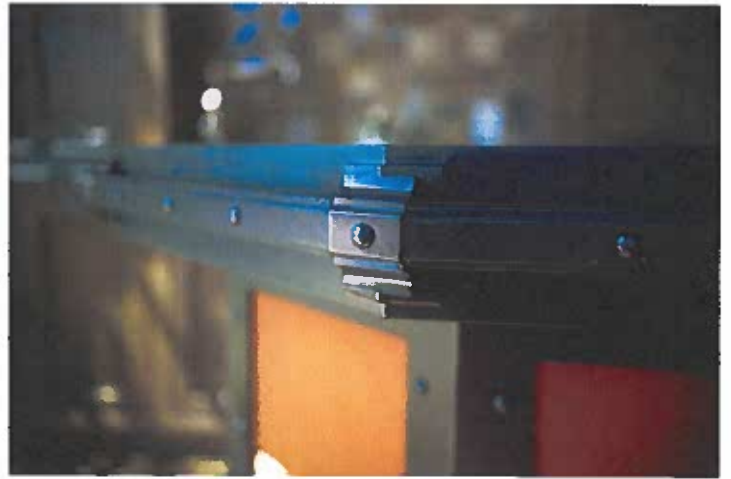
Keep in mind:

- Estimated timelines can vary based on potential work that may land in SFM production schedule.
- Timeline for this project begins once SFM has both a signed proposal and deposit. Delivery/ installation dates can be locked in at that time.
- SFM assumes City of Colusa will be expedient in responding to communications, including approval of drawings.
- The above includes time to order/receive material required for fabrication and SFM vendor efforts, when applicable. *NOTE: Due to current supply chain challenges, some supplier lead times may fluctuate and cause delays to the timeline.*

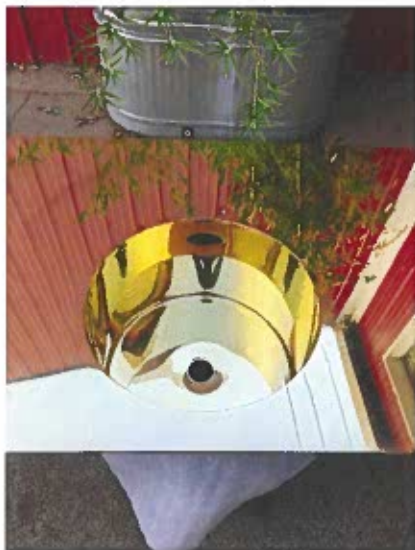
## A few of SF Metalworks' Past Projects



Copper awning.



Steel bar counter.



Brass counter with round sink.



A solid stair structure to be clad in stone and wood for private residence in Hawaii. [Case Study >>](#)

# Our Custom Metal Fabrication Process

## Commitment

1. Client signs the proposal <-- we are here : )
2. SFM sends an invoice for deposit
3. Client pays invoice

## Alignment

1. SFM initiates the work
2. SFM meets internally, confirms schedules and communicates updated timeline with Client (based on estimated timeline in proposal)
3. SFM sends someone to site measure (if needed)
4. SFM drafts drawings for approval (if needed)
5. Client approves drawings

## Production

1. SFM proceeds to order materials and fabricate
2. SFM invoices for balance of fabrication
3. Client pays fabrication balance
4. SFM arranges install/delivery date with Client

## Delivery

1. SFM delivers (or installs)
2. SFM invoices for balance of installation (if SFM is installing)
3. Client pays installation balance (if SFM is installing)

# Sign-off

SF Metalworks proposes to City of Colusa outlined in this proposal for an all-inclusive fee of \$87,302.00. This includes project management, equipment, materials, labor, scheduling, supervision, and quality assurance.

Additional charges will be included if changes are made to the project scope once this document has been signed and/or differences between the allowance outlined above and the actual cost of these items varies.

The next step is to agree to this quote (in addition to any changes that have been noted in the presentation of this document) and to sign the contractual agreement which references the document above.

**SF Metalworks**

 SIGNATURE  
Ron Moore

Ron Moore  
Owner

Not yet accepted

**City of Colusa**

 SIGNATURE  
Jesse Cain

Jesse Cain  
City Manager

Not yet accepted

**Payment Method:** Will you pay deposit by check, ACH bank transfer or credit card?

type payment method here

*NOTE: Credit card payments include a 3% fee. Sending a check in the mail may delay the start of a project.*





## City of Colusa California

### STAFF REPORT

**DATE:** October 4<sup>th</sup> 2022  
**TO:** City Council  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Update the Water Master Plan and produce a Capital Improvement Plan and Drought Mitigation Plan for the City with projects that can be targeted and used to by the city grant writer to apply for and seek grants.

**Recommendation:** Council to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute a contract with California Engineering Company Inc. to perform the Water Master Plan Update as described in the RFP.

**BACKGROUND ANALYSIS:** The City currently does not have a current comprehensive Water Master Planning Document with all the necessary elements needed to utilize and assess the cities system, nor does the City have a water model that allows staff to make accurate predictions and run scenarios for consideration of future development projects, or what may or may not happen should one of our wells go down. We have a water master plan document and a comprehensive well evaluation report, both of which are dated 2007 and 2009 respectively. They have become of limited use due to being outdated.

The City advertised this Request for Proposals (RFP) in April and May of this year, with the RFP closing on May 23<sup>rd</sup>. We received three responses to the RFP. One from California Engineering Company Inc. and the other one from Luhdorff and Scalmanini, and one from Wood Rodgers. A council member and the department heads have evaluated and discussed and debated all of the RFP's and based on the work scope and qualifications and responses submitted by all three firms, the department heads and my assessment is that the California Engineering Company proposal submitted was more responsive and comprehensive and would fit the City needs at producing a Water Master Plan that the City can use for planning purposes, and for leveraging specific projects working with our grant writer to produce grant opportunities.

This RFP is for professional services and therefore the City doesn't have to awarded the contact to the lowest bidder as with other public works projects. The selection is based on who the City believes would best serve the City of Colusa. All three bids had the cost breakdown in a separate sealed envelope that no one was able to see, the reason for this is cost should not be a factor in the decision making. After a firm was selected the sealed envelope were opened.

The sealed bids came in at a estimated \$89,649, the other one at an estimated cost of \$235,430, and the last one at a fixed cost of \$139,000,

**BUDGET IMPACT:** This item was budgeted with the adopted 2022/23 budget. CEC's proposal cost to perform this work is \$139,000.

**STAFF RECOMMENDATION:** Approve the attached Resolution and authorize the City Manager to enter into a contract with CEC Inc. to produce a comprehensive Water Master Plan

**ATTACHMENT:**

Resolution No. \_\_\_\_\_

Bids and budget sheets

**RESOLUTION NO. 22-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING  
THE CITY MANAGER TO EXECUTE A CONTRACT WITH CALIFORNIA  
ENGINEERING COMPANY INC. FOR PURPOSES OF COMPLETING A WATER MASTER  
PLAN UPDATE

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

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

WHEREAS, The City has detailed and complex planning documents called “Water Master Plan” which is the guiding document for upgrading and evaluating the system for both necessary capital improvements and expansion; and

WHEREAS, The City’s current master planning documents are outdated and no longer meeting current standards; and

WHEREAS, The City publicly advertised a Request for Proposals for contracting with qualified firms to complete this work; and

WHEREAS, The City received responses based on the advertising of the Request for Proposals, and has evaluated and those responses and recommends selecting California Engineering Company Inc. to update the City’s Water Master Plan:

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

The City Council authorizes the City Manager to execute a contract with the selected consultant, California Engineering Company Inc. to perform the Water Master Plan, for approximately \$139,000.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 4th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

THOMAS REISCHE, MAYOR

---

Shelly Kittle, City Clerk



City of  
**Colusa**

*Request for Proposal*  
**Updating the City's Water Master Plan**



*Submitted by:*



**CALIFORNIA  
ENGINEERING  
COMPANY INC**

ESTD 1996

May 23, 2022

Corporate Office  
1110 Civic Center Blvd., Suite 404  
Yuba City, CA 95993

Tele: 530.751.0952

Fax: 530.751.0953

Willows Office  
510 West Wood St.  
Willows, CA 95988

Tele: 530.934.7055

Fax: 530.934.4158

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



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

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

Item 11.

May 20, 2022

City of Colusa  
425 Webster Street  
Colusa Ca. 95932

Attention: Jesse Cain – City Manager

Subject: 22-926 City of Colusa Water Master Plan

Jesse:

We are pleased to submit this proposal for Engineering Services to the City of Colusa to perform a comprehensive Water Master Plan. We have successfully performed this work for other municipalities and are experienced in the fields of water distribution, water distribution modeling, groundwater wells and elevated water tanks systems, and operations and maintenance of water facilities. This work scope is our best understanding of the current needs and how to address them. For this endeavor we would propose the following work scope.

**Project Work Scope:**

This Master Engineering Study will evaluate the City's existing water supply (groundwater wells) treatment (mostly chlorine), and distribution system and assess existing supply, reliability, storage, drought tolerance, and distribution system useful life and capabilities.

**Scope of work:**

- 1.) Summary and description of existing water system
- 2.) Water model of existing system which will evaluate fire flows and distribution system performance.
- 3.) Projection of water distribution demand for the 10-year and 20-year planning horizon.
- 4.) Evaluation of the existing water distribution system and identification of hydraulic deficiencies with maintenance and mitigation recommendations based upon results of the water model and projected growth.
- 5.) Evaluation of the existing wells and treatment systems, identification of deficiencies and recommendations based on current and projected growth.
- 6.) Analysis of available engineering and financial alternatives for maintenance and system improvements.
- 7.) Analysis of system's ability to cope with severe and long-term drought, including water conservation, public outreach, storage and possible additional source supply.

***California Engineering Company, Inc.***

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

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

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

- 8.) Cost estimate for required improvements to the distribution system and water wells to ensure adequate capacity for both summer and winter demand and Master Plan projected growth.
- 9.) A short and long-term capital improvement plan (CIP) to address identified deficiencies including prioritization, alternatives, analysis, and schedules. The CIP shall include an examination of connection fees based on projected growth and examine current rate schedules as they relate to operations and maintenance.
- 10.) Funding alternatives to implement CIP shall be examined and three potential funding strategies shall be presented which include some grant and loan options for funding the capital improvement program.
- 11.) Identification of any present and future regulatory concerns for the water system source supply and distribution system.
- 12.) (2) presentations to City staff and (2) presentations to the City Council.

I have included in the proposal a spreadsheet outlining the above costs in a separate sealed envelope. However, some of these budget items may be beyond what the City feels is necessary and can easily be adjusted to reflect a more refined work scope and budget.

Kind Regards,



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

DLS:s



# **Request For Proposal Updating the City's Water Master Plan**

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## **California Engineering Company, Inc. Corporate Office**

1110 Civic Center Boulevard, Suite 404  
Yuba City, CA 95993  
(530) 751-0952  
(530) 751-0953 Fax  
[www.cecusa.net](http://www.cecusa.net)





## **Request For Proposal Updating the City's Water Master Plan**

### **Introduction and Executive Summary**

California Engineering Company, Inc. (CEC) is currently working on other projects for the City of Colusa. This Water Master Plan engineering study will investigate both existing and future infrastructure improvements to the City of Colusa source supply's (groundwater wells), and distribution system to ensure the City has adequate water facilities to support existing residents in light of the continued drought conditions being experienced, and future growth as defined in the adopted City General Plan and by recent annexations.

The fundamental objective of this project is to develop a capital improvement and replacement program coupled with funding opportunities, by priority. As the City's infrastructure continues to age, and budgets become more limited, "reactive replacement" i.e., on an emergency basis is just not sustainable nor cost effective. In the past two decades, drought have become more common, and this plan will incorporate strategies and measure to prepare for future drought conditions.

The City's forward thinking towards conducting this master plan, and then using it to leverage future funding opportunities is both economically responsible and efficient. Larger, planned projects, have cheaper unit costs, thus more gets done using the same amount of money. This approach should also serve to "free-up" public works staff from performing work that has very small cost benefits and allow them to better maintain the City's remaining infrastructure. Our goal is to essentially function as an extension of your staff. I sincerely hope that our performance to date demonstrates our commitment to this goal. We have performed at least ten (10) similar water master plan projects for other municipalities. We are very familiar with the City water source supply and transport systems, which eliminates a lot of extra work other firms will endure to gain an understanding of your system. We will get right to work on meaningful tasks at hand.

With our current staff of 13, all engineering, land surveying, and some geotechnical activities will be handled in-house. It's our promise to the City that the final product will be useable, pragmatic, and straight forward. One of the primary goals we want to accomplish is a useable document, probably a color-coded map, of the priority projects the City may consider in the management of their water assets. This is a quick way to make valuable assessments and assertions and illustrate to the City Council and grant writers our comprehensive strategy which is backed up by a detailed engineering document.

What we also comment NOT to do is produce a large volume of paper that sits on a shelf and is a regurgitation of information that already exists. This is a waste of time and money.



## ***Request For Proposal*** **Updating the City's Water Master Plan**

Year CEC Established: 1996

Type of Organizations: Type S Corporation

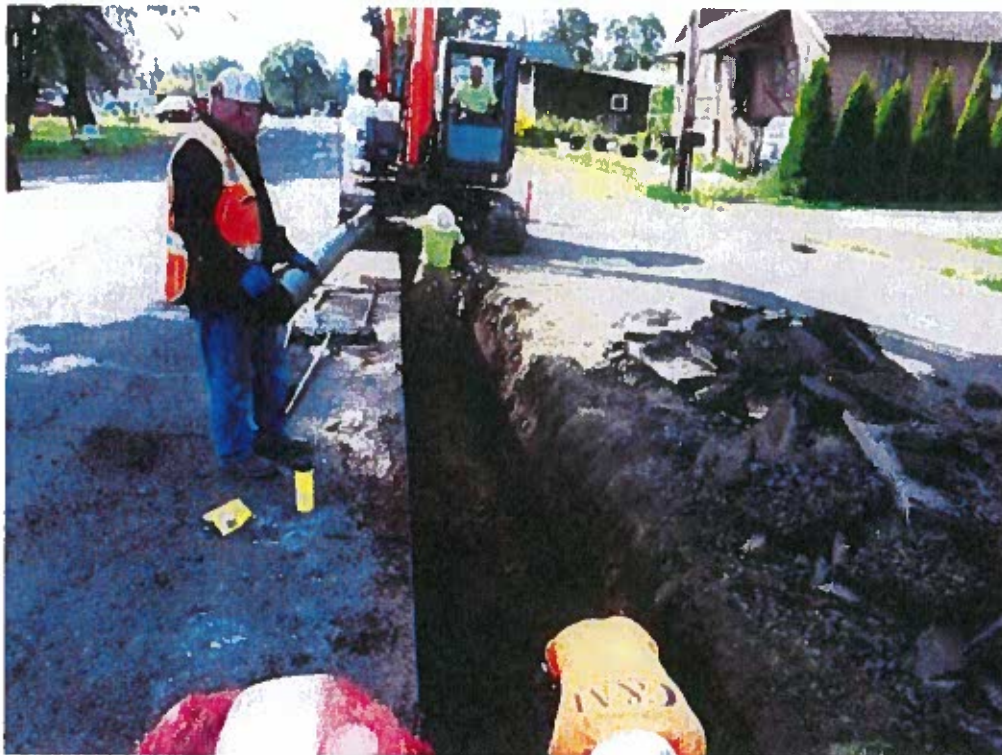
Legal Firm Name: California Engineering Company, Inc.

### **Departments**

- Civil Engineering
- Surveying
- Planning and Entitlements
- Grant Writing
- Construction Management

### **Applicable Certifications**

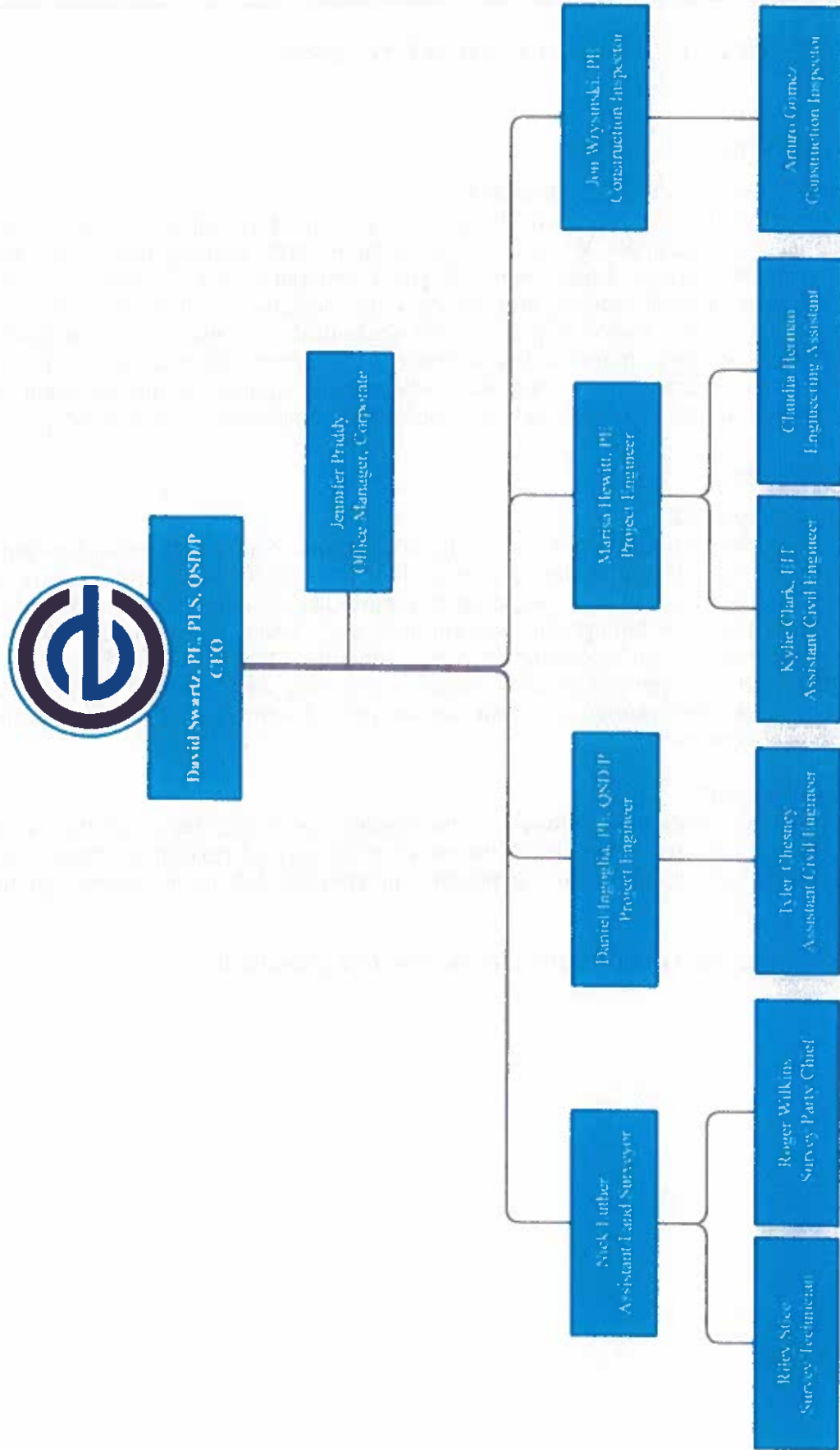
- Professional Civil Engineers - 3
- Licensed Land Surveyors - 1
- Licensed Storm Water Designer, QSD - 2
- Licensed Storm Water Inspector, QSP – 2
- Engineers in Training - 1





# Request For Proposal Updating the City's Water Master Plan

## Project Team Organization Chart





## Request For Proposal Updating the City's Water Master Plan

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### Members of Our Co-Leadership Team

#### Management

##### **David L. Swartz, PE, PLS, QSD, QSP**

Mr. Swartz will be the Officer in Charge for this contract. He will sign all contracts and plans and will review all submittals. Mr. Swartz has designed, and managed numerous projects during his career which size up to \$20M. He has 30 years' experience, with 24 years in business for himself. He has been actively working on projects within the City of Colusa since 2014. These projects include both water, sewer, city wells, and storm drain infrastructure. His experience includes serving as the City Engineer or District Engineer for several cities and as the County Surveyor for the County of Colusa. His municipal public works budgeting, management and forecasting experience will prove invaluable in the successful completion of this plan/project.

#### Personnel

##### **Marisa Hewitt, PE**

Ms. Hewitt will be the Project Engineer for this contract. She will attend all meetings and site visits and will manage all sub-contractors (if needed). Ms. Hewitt has 7 years of municipal engineering experience and has managed two projects for the City of Colusa. Ms. Hewitt will have the full CEC staff as a resource throughout the contract. Ms. Hewitt will be mostly involved in the water modeling that we are proposing to perform for this Master Plan. She has modeled several complex water systems including, Sutter Community Services District, and Highlands Water Company. All her experience to date has been on infrastructure projects, i.e. water, sewer, storm drain and street design.

##### **Kylie Clark, EIT**

Kylie will be dedicated to producing the existing conditions portion of the Water Master Plan Report and will assist Marisa with the water modeling and calibration efforts. In addition, Kylie will also be tasked with producing quantity and cost estimate for the various priority projects.

**\*For the resumes of our team, please refer to Appendix A**



## Request For Proposal Updating the City's Water Master Plan

### Statement of Qualifications and Experience

#### Project Understanding and Approach

**Project In General:** CEC's understanding of this project is based on the RFP, and our ongoing experience and involvement with the City related to the water infrastructure. With a full time grant writer now in place and dedicated to procuring funding for public infrastructure, this master plan will be combine with the recently completed Pavement Management Plan, and a current ongoing Sewer Master Plan, to help guide the City's capital improvement and replacement program. We plan on working closely with the consultant performing the Sewer Master Plan and producing documents that are complimentary to one another.

It's our assessment that this strategy will provide maximum benefit by leveraging the adopted plans to assist the grant writer in procuring funds. Additionally, larger projects tend to have cheaper unit price costs, so again, the larger projects will more cost effectively cover more infrastructure.

**Approach:** Our approach is very "hands on" and we would suggest the following strategy:

- 1.) Define a target budget project size (standardized) with City Staff.
- 2.) Produce a set of projects (between 6-10), within areas as defined by the City to match the budget, complimentary master plans, priority, and grant competitiveness.
- 3.) Use previous information and produce an existing conditions section and then from that produce a water model of the existing system. This water model is anticipated to incorporate the two additional wells that may come online any time, from the Colusa Industrial Park.
- 4.) Create Project priorities and compare those to the other master planning efforts and identify intersections between the documents.
- 5.) Create Project descriptions and estimates based on above work and modify as necessary with City staff to refined budgets.
- 6.) Rerun the water model with each project input into the model successively.
- 7.) Create Budgets for each project
- 8.) Participate in a capital improvement and replacement program that is more comprehensive given the other work that has either recently been completed or is currently underway
- 9.) Create a set of exhibits for the City Manager, City Council and the City Grant Writer to utilize to quickly and efficiently leverage the Master Plan results. These would be mostly maps.

Key staff members which would be involved in the implementation of the above-described work approach are listed below and their resumes are attached in Appendix A.

- David L. Swartz, PE, PLS, QSD/P – CEO of CEC, Inc. Is the responsible officer in charge of work, and will be responsible for contracts negotiation, contract fulfillment, and QA/QC of the project. David would also co-lead construction administration with Marisa Hewitt.
- Marisa Hewitt, PE – Will be the lead professional Civil Engineer. Marisa would also co-lead construction administration with David Swartz.



## Request For Proposal Updating the City's Water Master Plan

- Daniel I. Ingoglia, PE, QSD/P – Will be the lead professional Civil Engineer if there is a concurrent second project that is performed by CEC.
- Kylie Clark, EIT – Will be the lead professional under the supervision of Marisa Hewitt, should there be a third concurrent project desire by the City.
- Nicholas Luther, - Party Chief Surveyor – Will be responsible for all field surveying and mapping, survey control and boundary for the project.
- Jon Wrysinski, PE, - Will be the lead professional responsible for conducting construction Inspection.

### Ability and Capacity

Our commitment to the City, is to commence work on this project assigned under this RFP within one (1) week of authorization. The project manager assigned to this contract will be Marisa Hewitt, and David Swartz will negotiate the contract on behalf of the firm.

CEC has previously been engaged with the City and meets all insurance requirements.

Our understanding of the City's needs is based on our ongoing experience and is detailed above in the project understanding and approach.

CEC has consistently performed for the City and met or exceeded expectations to provide project delivery in a timely manner. We have both equipment and staff and will dedicate them as appropriate to meet the City's expectations. This is an important matter, as grant timing, based on our experience, impacts the ability to procure funds.

### Project Management/Firm Strengths and Qualifications

Team Leadership, Qualifications, and Strengths: CEC's team leadership will be co-led by both Marisa Hewitt, PE, and David Swartz, PE, PLS, QSD/P. CEC has been successfully delivering projects to the City under this strategy and believes a continuation will be best suited for the project(s). Based on past performance, of the following projects we believe this leadership team has proven it's qualifications, and strengths, so rather than outline them we assert that a listing of recent projects performed is more suited:

- City Wide Paving and Storm Drain Project
- City Wide Chip Seal Project
- Well No. 7 (So. 5<sup>th</sup> Street) Well design and grant procurement
- City Water Line Project in Bridge Street
- City Pavement Management Plan



## ***Request For Proposal*** **Updating the City's Water Master Plan**

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Project management at CEC is a collaborative effort. Due to our firm size, we manage projects by continuously communicating, conducting weekly team meetings, which include City staff, and creating time and date deliverable memos. All design work is reviewed by team peers, and reviewed by David Swartz for practical solutions, buildability, and construction costs considerations.

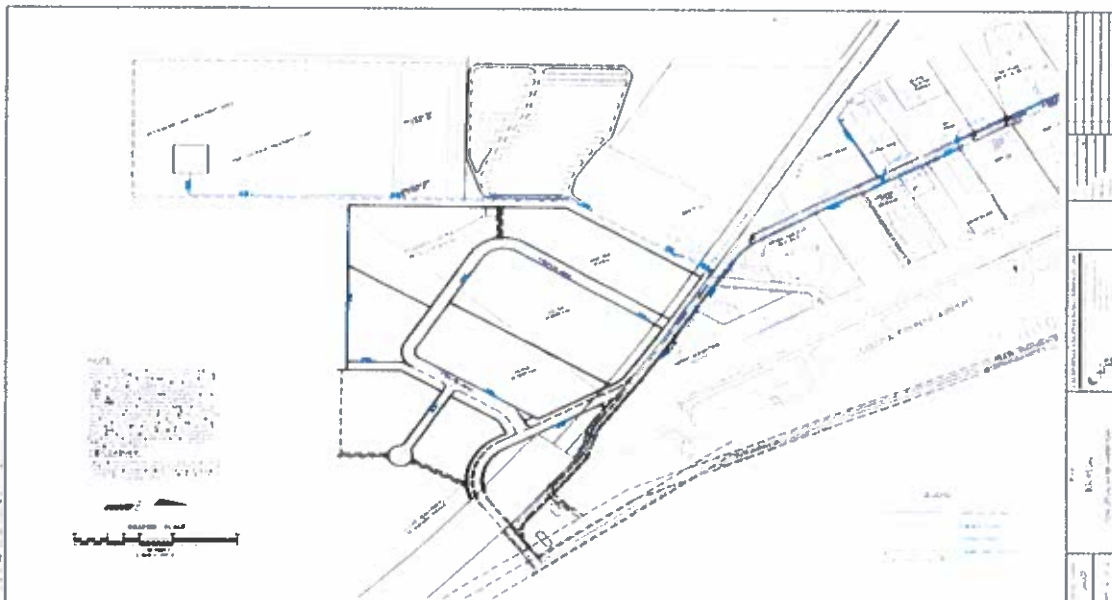
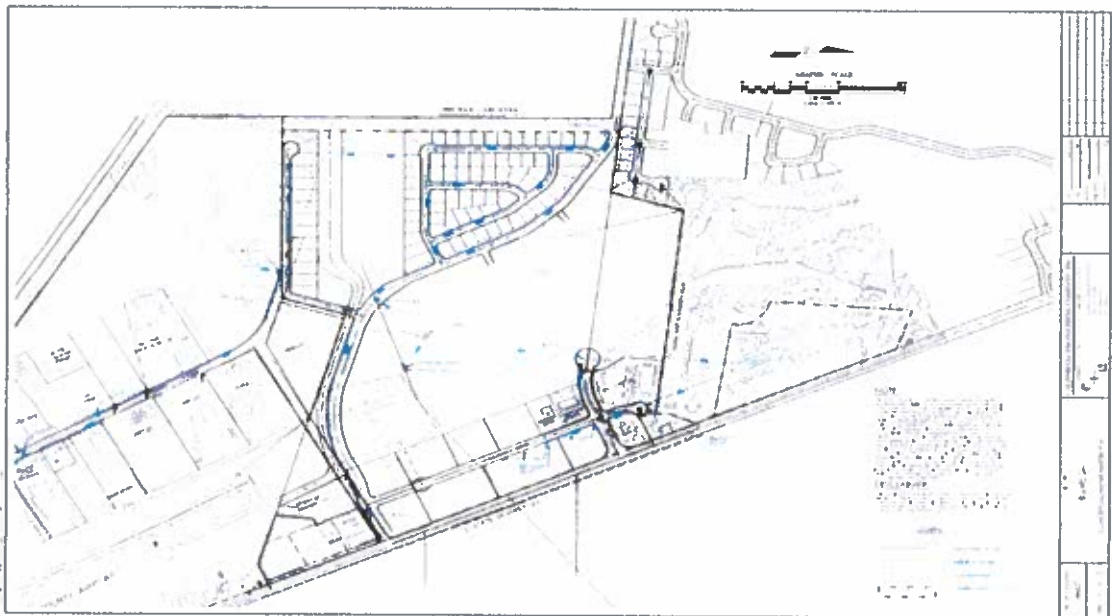




# Request For Proposal Updating the City's Water Master Plan

## CEC Water Related Reference Projects

**Project:** Colusa Industrial Park Water Master Plan  
**Project Cost** \$60K.  
**Client:** Colusa Industrial Park  
**Reference:** Ed Hulbert, General City Manager  
**Description:** This work was largely the same endeavor as the City of Colus's RFP. CEC performed an existing conditions analysis on a system that previously had no data, and the modeled the system both current and with future project considerations.

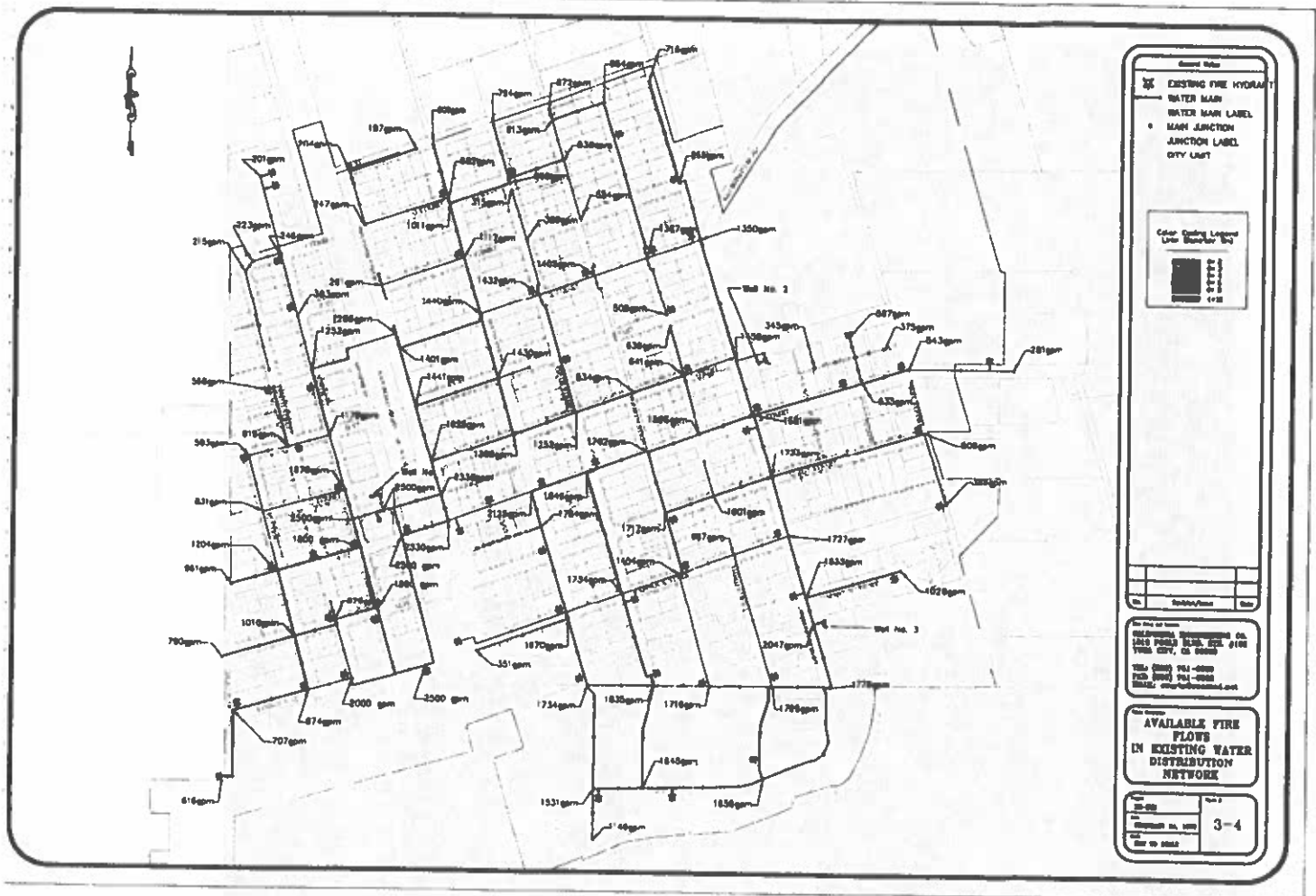






# Request For Proposal Updating the City's Water Master Plan

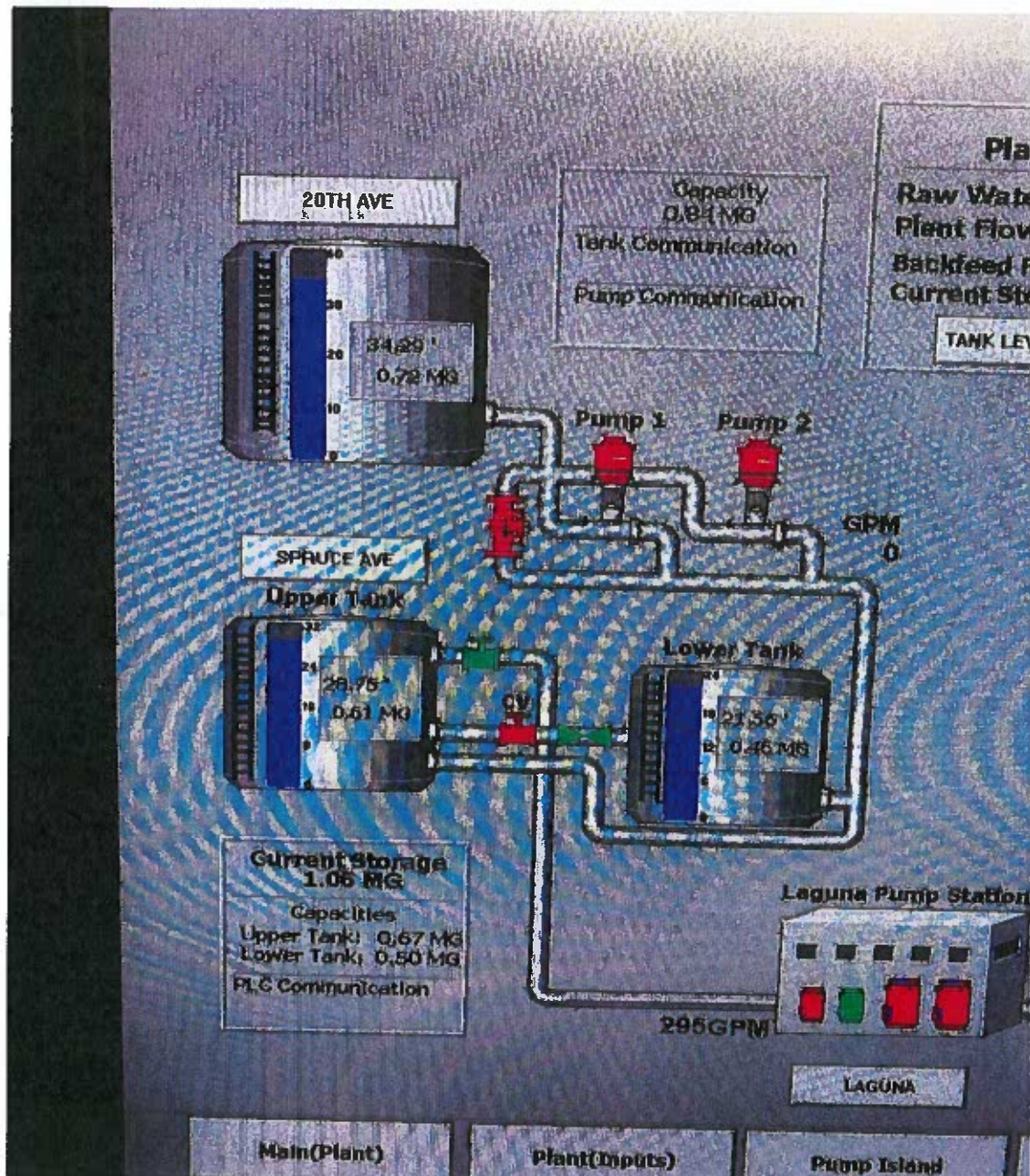
**Project:** City of Biggs Water Master Plan  
**Project Cost:** \$90K.  
**Client:** City of Biggs  
**Reference:** Ken McDonald – Former City Manager  
**Description:** This work was largely the same endeavor as the City of Colusa's RFP. CEC performed an existing conditions analysis on a system that previously had no data, and the modeled the system both current and with future project considerations.





## Request For Proposal Updating the City's Water Master Plan

**Project:** Highlands Water Company Water Master Plan  
**Project Cost:** \$175K  
**Client:** Highlands Water Company  
**Reference:** Jeff Davis – General Manager  
**Description:** This water master plan was a very complex model, as the district pulls water from Clearlake, and then treats the water and then distributes it to 4 different pressure zones, which all contain storage reservoirs and booster pumps. CEC utilized existing data for the existing system, and which allowed primary focus on updates to the system, and a detailed modeling.





## ***Request For Proposal*** **Updating the City's Water Master Plan**

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### **CEC References**

1. City of Colusa, Jesse Cain, City Manager, 530-682-2933
2. City of Colusa, Brian Stice, City Planner/Building Inspector, 530-434-8809
3. Sutter Community Services District, Leland Correll, General Manager, 530-755-1733
4. City of Clearlake, Dale Goodman, Public Works Director, 707-350-5765
5. City of Clearlake, Alan Flora, City Manager, 574-229-6608
6. City of Clearlake, Adeline Brown, Construction Manager, 707-350-3914
7. City of Williams, Frank Kennedy, City Manager, 530-306-3262
8. Colusa Industrial Park, Ed Hulbert, General Manager, 530-682-7431



## **Request For Proposal Updating the City's Water Master Plan**

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### **Scope of Services**

- 1.) Summary and description of existing water system
- 2.) Water model of existing system which will evaluate fire flows and distribution system performance.
- 3.) Projection of water distribution demand for the 10 year and 20-year planning horizon using both the City's general plan, and subsequent annexations.
- 4.) Evaluation of the existing water distribution system and identification of hydraulic deficiencies with maintenance and mitigation recommendations based upon results of the water model and projected growth.
- 5.) Evaluation of the existing wells and treatment systems, identification of deficiencies and recommendations based on current and projected growth.
- 6.) Analysis of available engineering and financial alternatives for maintenance and system improvements.
- 7.) Analysis of system's ability to cope with severe and long-term drought, including water conservation, public outreach, storage, and possible additional source supply.
- 8.) Cost estimate for required improvements to the distribution system and water wells to ensure adequate capacity for both summer and winter demand and Master Plan projected growth.
- 9.) A short and long-term capital improvement plan (CIP) to address identified deficiencies including prioritization, alternatives, analysis, and schedules. The CIP shall include, and examination of connection fees based on projected growth and examine current rate schedules as they relate to operations and maintenance.
- 10.) Funding alternatives to implement CIP shall be examined and three potential funding strategies shall be presented which include some grant and loan options for funding the capital improvement program.
- 11.) Identification of any present and future regulatory concerns for the water system source supply and distribution system.
- 12.) (2) presentations to City Staff and (2) presentations to the City Council.



## *Request For Proposal* **Updating the City's Water Master Plan**

### Work Program and Schedule

Notice to Proceed	June 15, 2022
Kick-off Meeting	June 21, 2022
Existing Conditions	August 30, 2022
Existing Conditions Water Model	September 27, 2022
Water Master Plan 50% Complete	September 27, 2022
City Review	October 4, 2022
Future Conditions w/ Land Use	Nov. 22, 2022
Coordinate Projects with Other MP's	Dec 6, 2022
Priority Scenario and Estimates	Jan 17, 2023
City Review	Jan 31, 2023
Water Master Plan 80% Complete	Jan 31, 2023
Capital Improvement and Replacement Program	Feb 28, 2023
Completed Water Master Plan	March 21, 2023

**Note:**

This is a proposed project schedule and will depend on milestones being completed by the City, such as contract execution and timely reviews.



## Request For Proposal Updating the City's Water Master Plan

### Conflict of Interest and Indemnification and Insurance

#### Conflict of Interest Statement

CEC certifies that no official or employee of the City of Colusa, nor any business entity in which an official of the City of Colusa has an interest, has been employed by CEC or retained by CEC to solicit or aid in the procuring of any resulting contract, nor will any such person be employed by CEC in the performance of such contract without CEC immediately divulging such fact to the City.

#### Indemnification and Insurance

CEC provides the following table to indicate our current indemnifications and insurance coverage. We can easily modify our coverage to meet any additional requirements. CEC continuously keeps and maintains workers compensation, professional liability, and general liability insurance required to perform services for public municipalities. CEC will provide proof of insurance to the City of Colusa if awarded this project.

Workers Compensation	Professional Liability	General Liability	Automobile Liability (Any Auto)
Valley Forge Insurance Company WC Policy No. 6 24962542 NAIC No. 15032 \$1,000,000 per claim	Berkshire Hathaway GUARD Insurance Companies NAIC No. 42390 CAPL 139415 \$1,000,000 per occurrence \$1,000,000 aggregate	Valley Forge Insurance Company NAIC No. 15032 Policy No. B 6024849707 \$2,000,000 per occurrence \$4,000,000 general aggregate	Valley Forge Insurance Company NAIC No. 15032 Policy No. 6024848459 \$1,000,000 combined Single Limit (CSL) per accident





## **Request For Proposal Updating the City's Water Master Plan**

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### **Statement of Affirmative Action and Indication of Small Business**

Statement of Affirmative Action Policy, Conflicts of Interest Statement, Drug-Free Workplace Compliance

California Engineering Company, Inc. (CEC) is an equal opportunity employer. It is the firm's policy to recruit, hire, and promote, based on qualifications and merit, without regard to race, color, ethnicity, national origin, religion, gender, sexual orientation, disability or marital status.

In recruiting new employees, CEC uses the services of employment placement agencies which are familiar with outreach efforts to ensure that all qualified members of the community are informed of job opportunities.

CEC in no way violates compliance of Executive Order 11246.

CEC has a conflict interest policy included in its personnel plan to identify potential conflict of interest issues for said employees. Additionally has a Drug Free Workplace Requirement in force which meets required State and Federal overlay requirements.

Indication of Small Business, Minority, or Woman-Owned Business

California Engineering Company, Inc. (CEC) is registered as a small business #56657 with the State of California. CEC does not qualify as a Minority or Woman Owned Business. Information relating to race, ethnicity, or gender of the firm's owners or its employees is provided for informational purposes only, to comply with government monitoring requirements.



## Request For Proposal Updating the City's Water Master Plan

### Supplemental Information

#### Legal Actions against the Firm

CEC has no legal actions or judgments against the firm or any project team members with performance or professional liability in the past five years.

#### On Time, Within Scope, Within Budget

CEC's accomplished staff members pride themselves on completing projects on time, within scope, within budget, and with a commitment to quality interactions and ongoing communications with City staff. CEC uses BillQuick software to track project expenditures and Microsoft Project software for scheduling. We review project expenditures every week to ensure the project is progressing consistently, comparing the percentage of the project that has been completed with the hours we have expended to date.

#### Proactive Project Management-Coordination

CEC's core offer in the engineering marketplace is municipal engineering. Currently 90% of our revenue comes from our municipal clients. Coordination between stakeholders is one of the most important tasks involved in any project. A typical City project often has at least 8 stakeholders which have varying levels of interest, lead times, construction requirements, and permitting. A "typical" coordination contact list for CEC is as follows:

- City Department Staff (traffic, water, sewer, storm)
- Caltrans
- PG&E, AT&T
- Property Owners
- Department of Fish and Wildlife
- U.S. Army Corps of Engineers
- Funding Sources
- Local Drainage or other Special Districts
- Fire Department
- Other Engineering/Architecture Disciplines
- California Regional Water Quality Control Board
- Public Outreach

Lack of coordination with any one of these key stakeholders can cause project delays and increase costs. CEC coordinates with these stakeholders on almost every project and are comfortable with their processes. CEC has established good relationships with individual staff members who assist with processing and approvals.

#### Project Notice / Lead Time

With most of our municipal project's CEC must follow funding time constraints or weather constraints. CEC strives to begin most projects within 10 working days after notification, often sooner.





# ***Request For Proposal*** **Updating the City's Water Master Plan**

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## **Appendix A**

## **Team Resumes**



## Request For Proposal Updating the City's Water Master Plan

**David L. Swartz, PE, PLS, QSD, QSP**

Chief Executive Officer

Professional Civil Engineer, California # C-52840

Professional Land Surveyor, California # LS-8401

Certified Storm Water Designer, QSD

Certified Storm Water Inspector, QSP

Mr. Swartz has 30 years of municipal engineering experience, the last 26 years with CEC. His experience includes being a consulting member of municipal staff as consulting city engineer and performing engineering services for individual projects for municipalities. This experience has given Mr. Swartz the capacity to understand what our municipal clients need and are concerned with. He has designed and construction managed a variety of public works projects. As CEC's Chief Executive Officer, he is responsible for the operation of the business as well as making sure our clients are satisfied. Mr. Swartz is ultimately responsible for quality assurance and quality control for all projects, negotiating and signing all contracts, and coaching staff as necessary to fulfill their careers and ambitions.

**Education and Certifications** 1985, BS Agricultural Engineering, California Polytechnic State University, San Luis Obispo

**Training Programs** Business Professional's Course  
The Aji Network (2002-04)  
Leadership, Entrepreneurship, Innovation, and Power Program  
The Aji Network (2005-07)

**Professional Affiliations** American Society of Civil Engineers (ASCE), Rotary Club

**Project Experience**

- Consulting City Engineer and Surveyor, City of Clearlake, CA
- Consulting City Engineer and Surveyor, City of Colusa, CA
- Consulting County Surveyor, County of Colusa, CA
- Consulting Engineer and Surveyor, City of Red Bluff, CA
- District Engineer, Sutter Community Services District, CA
- Grant Administrator and Labor Compliance, City of Jackson
- Clearlake Oaks Park, County of Lake, CA
- Middletown Senior Center, County of Lake, CA
- Consulting City Engineer and Surveyor, City of Willows, CA (2004-2008)
- Consulting City Engineer and Surveyor, City of Biggs, CA (1996-2012)
- Consulting City Engineer, City of Live Oak, CA (1993-1996)
- District Engineer, Live Oak Cemetery District, CA (2000-present)
- Wastewater Treatment Plant Construction Administration, City of Willows, CA
- Wastewater Treatment Plant Construction Administration, City of Biggs, CA
- Samoa Town Master Plan EIR, County of Humboldt, CA
- Industrial Park District Engineer, Colusa County, CA
- SR Hwy 99 Eight-Phase Traffic Signal and Intersection, Yuba City, CA



## ***Request For Proposal*** **Updating the City's Water Master Plan**

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- Watt Avenue Widening, County of Sacramento, CA
- Water Master Plan and Capital Improvement Plan, City of Biggs, CA
- Sewer Master Plan and Capital Improvement Plan, City of Biggs, CA
- Storm Drain Master Plan, City of Biggs, CA
- Storm Drain Master Plan, City of Oroville, CA
- Downtown Street Widening, Pennington Road, P Street, Fir Street, and O Streets, City of Live Oak, CA
- E Street Rehabilitation and Widening, City of Biggs, CA
- Sewer Transport and Collection System Replacement Project, City of Biggs, CA
- Infiltration and Inflow Study, City of Biggs, CA
- USDA Water System Rehabilitation Project, City of Biggs, CA
- CDBG West Side Storm Drain Project, City of Biggs, CA
- Safe Routes to School and Transportation Enhancement Activities Project, City of Biggs, CA
- Safe Routes to School, Transportation Enhancement Activities, and C Street Project, City of Biggs, CA
- Clark Avenue Sewer Rehabilitation Project, City of Yuba City
- CDBG 18" Sewer Bypass Project, City of Willows, CA
- Oak Knoll Subdivision, Tentative map and entitlements for 756 lots, City of Live Oak, CA
- River Glen Subdivision, Tentative map, design documents, surveying, construction staking for 274 lots, Yuba County, CA
- Henan Estates Subdivision, Tentative map, entitlements, development agreements, plans and specifications, and surveying, CA
- Samoa Pacific Group, Project engineer for tentative map and entitlements, Humboldt County, CA
- Foster Avenue Subdivision, Annexation, entitlements, and tentative map, City of Arcata, CA
- River Oaks Subdivision, Project engineer for 125 lot subdivision, Yuba City, CA
- Del Webb Water Storage Tank Farm, Palm Desert, CA
- Sutter North Medical Office Complex, Yuba City, CA
- All Size Mini Storage, Roseville, CA
- Del Norte Clinics, Yuba City, CA
- K&DR 9-Hole Executive Golf Course and Development, Butte County, CA
- Biggs Family Park, Biggs, CA
- Clear Lake Oaks Family Park, Lake County, CA
- South Side Bike Path PS&E, City of Firebaugh, CA
- Community Bike Path, Class I, Class II, and Class III, Yuba City, CA
- Provide design consulting and permitting services for small community wastewater collection systems. Project includes 29 lots in Bucks Lake, Plumas County, CA, Sun Valley Floral



## Request For Proposal Updating the City's Water Master Plan

**Marisa Hewitt, PE**

Project Engineer

Professional Civil Engineer, California # C-91572

Ms. Hewitt has 6 years of Municipal Engineering, Storm Drainage Design and Analysis, and Sewer and Water Infrastructure design experience. Her experience includes being a member of municipal staff as consulting assistant City Engineer. Her role is to manage projects through design and construction and assist other staff members. She is proficient in several computer programs including AutoCAD Civil 3D, WaterCAD, and Microsoft Office programs.

**Education and Certifications**

2017, BS Civil Engineering, California State University, Chico

**Professional Affiliations**American Society of Civil Engineers (ASCE)  
Tau Beta Pi; The Engineering Honor Society**Project Experience**

- City of Clearlake- Sulphur Fire Roadway Disaster Repair
- City of Clearlake – Measure V Roadway Improvement Projects: 2018, 2019, 2020, 2021
- City of Clearlake- Burns Valley Development- Phase 1
- Samoa Phase 2- Townhomes and Business Park
- A&E Arborists Civil Design- Sutter
- Ampla Health Medical Building- Yuba City
- Paskenta CSD Meters and Lines Project- Design and DWSRF Construction Grant
- Septic Systems
- City of Colusa - Bridge Street Sewer Crossings
- City of Colusa - Bridge Street Waterlines- DWSRF Construction Grant
- City of Colusa - Walnut Ranch Sewer lines- CWSRF Construction Grant
- Windswept Farms - Levee Pipe Crossing
- ADA Design for sidewalk ramps
- Storm Drainage including curb, gutter, and sidewalk
- Site plans
- Sewer Line Design for Subdivision
- Roadway Striping Improvements Project
- Engineer Intern, City of Yuba City, CA (2016-2017)



## Request For Proposal Updating the City's Water Master Plan

**Kylie Clark, EIT**

Assistant Engineer

Engineer in Training, California Certification # 176424

Ms. Clark has 2 years of Municipal Engineering, Storm Drainage Design and Analysis, Sewer and Water Infrastructure design experience. Her experience includes curb, gutter & sidewalk improvements, septic design, and site grading and drainage, as well as being the Stormwater Coordinator for the City of Clearlake as part of the Clean Water Program. Her role is to attend program meetings and assist Public Works staff with reporting and documenting essential information for the MS4 permit. She is proficient in computer programs including AutoCAD Civil 3D and Microsoft Office programs and has experience with GeoTracker and SMARTS online databases.

**Education and Certifications**

2021, BS Civil Engineering, California State University, Chico

**Professional Affiliations**

American Society of Civil Engineers (ASCE)  
Chi Epsilon; The Civil Engineering Honor Society

**Project Experience**

- City of Clearlake– Austin Park Bus Stop
- City of Clearlake – Sulphur Fire Road Survey- Differential level circuits, Retracement & Topographic Survey
- City of Galt– Downtown ADA Improvements
- Ampla Health Campus Expansion– Yuba City
- Samoa Peninsula– Lead Abatement Project (Waterboard)
- City of Clearlake– Austin Park Splash Pad
- City of Colusa– City Waterpark Splash Pad
- Generation Communities– Tennant Estates Subdivision Project



## Request For Proposal Updating the City's Water Master Plan



**Nicholas T. Luther**  
Assistant Land Surveyor

Mr. Luther has 22 years of experience collecting field data using the Global positioning system and conventional survey equipment for a variety of survey applications. These surveys include boundary retracement & resolutions, topographic & as-built, control networks, level loops and construction staking. He also assists with planning, research & documentation, flood elevation certifications, production of record mapping & As-built or topographic mapping, filing maps and application for surveys.

### *Education and Certifications*

Diploma, Lindhurst High School, California  
Introduction to Surveying, Westwood Technical College, Colorado  
Introduction to AutoCAD, Yuba College, California  
Intermediate Surveying, Sacramento City College, California

### *Project Experience*

- City of Clearlake – Measure V Roadway Improvement Projects: 2018, 2019, 2020, 2021
- Paskenta Community Service District, Town of Paskenta: Planning for Waterline improvements.
- Colusa Waste Water Treatment Plant, City of Colusa: Planning for Sewer line and facility improvements.
- Williams ADA, City of Williams: Planning for Capital improvement project. Colusa SRF water & sewer line: Planning for Sewer and Water line improvements.
- Rideout Memorial Hospital, Marysville CA: Planning and Construction of the cancer center and emergency wing tower.
- Beale AFB Global hawk hanger, U.S. Government, Yuba County Ca: Construction of hanger.
- Beale AFB Fuel Depot, U.S. Government, Yuba County Ca: Construction & upgrade existing fuel distribution network.
- Fremont hospital As-Builts, Yuba City CA, Planning for improvements.
- Williams subdivision- Phases 5-13, Williams CA: Construction of a master planned community, residential and commercial.
- Yuba highlands Boundary & Wetlands survey, Yuba County CA: Planned community.
- Reclamation district 1500, Sutter County CA: Levee rehabilitation project. Reclamation District 784, Yuba County CA: Infrastructure and control survey. Catamount Ranch & Club, Steamboat Springs CO: Construction of a 4,000 acres Master Planned Lake & Golf Community.



# CALIFORNIA ENGINEERING COMPANY INC

ESTD 1996

Task Number	City of Colusa Water Master Plan	Budget
1	Summary and description of existing system	\$7,250.00
2	Water Model of Existing System	\$27,550.00
3	Water Model Projection demand for 10-yr and 20-yr planning horizon	\$17,400.00
4	Evaluation of existing water distribution system and hydraulic deficiencies	\$12,850.00
5	Evaluation of existing groundwater wells and treatment systems	\$9,100.00
6	Analysis of available engineering and financial alternatives for maintenance	\$4,550.00
7	Analysis of drought tolerance and conservation plan	\$8,600.00
8	Cost Estimate for required improvement so distribution system and wells	\$9,950.00
9	Short and long term CIP	\$14,500.00
10	Funding Alternatives	\$7,250.00
11	Current and future regulatory concerns	\$7,250.00
12	Staff and City Council Presentations (2)	\$5,900.00
13	Incorporate and finalize document	\$7,250.00
TOTAL ESTIMATED COST		\$139,400.00





**Luhdorff &  
Scalmanini**  
Consulting Engineers

**Proposal to Provide Engineering Services  
City of Colusa  
Water Master Plan Update**

**City of Colusa**

**MAY 23, 2022**









May 23, 2022

Jesse Cain, City Manager  
City of Colusa  
425 Webster Street  
Colusa, CA 95932

**SUBJECT: Proposal to Provide Professional Engineering Services  
to Update the City of Colusa Water Master Plan**

Dear Mr. Cain,

Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to submit this proposal to the City of Colusa (City) to provide professional engineering services to update the City's Water Master Plan. LSCE is an engineering and hydrogeologic consulting services organization providing public and private entities with hydrogeologic and civil engineering services related to the investigation, development, use, protection, and management of groundwater and surface water resources. LSCE has an established history of successfully completing water master plans, mainline replacement programs, hydraulic modeling, metering programs, well condition assessments, well pump station design, as well as securing funding through state and federal programs.

LSCE has a thorough understanding of local and regional hydrogeologic groundwater conditions and associated water supply challenges based on a long history in the Sacramento Valley and a unique focus on groundwater as well as extensive experience in groundwater supply, pumping, treatment, distribution, and storage systems. LSCE's professionals are knowledgeable in the operation and maintenance of drinking water facilities having completed hundreds of water resource planning studies throughout California, including water master plans, urban water management plans, integrated regional water management plans, asset management plans, capital improvement plans, and groundwater sustainability plans.

This proposal demonstrates the qualifications, experience, and approach LSCE's team will provide to update the City's Water Master Plan efficiently, effectively, and on schedule. LSCE's expertise in groundwater wells and infrastructure planning, particularly with groundwater systems located in the Sacramento Valley region, will enable LSCE to deliver a water master plan to the City that is comprehensive and ensures sustainability of the City's long-term groundwater supply. LSCE's approach will involve a review and update of the 2009 Water Master Plan, an independent assessment of existing conditions of the wells, pumping stations and treatment systems, and an evaluation of water supply alternatives to determine the most cost-effective and economically feasible capital improvement plan (CIP) to guide subsequent actions and funding decisions.

Questions regarding LSCE's proposal can be directed to Oscar Serrano, LSCE's designated contact for correspondence from the City. Vicki Kretsinger Grabert, President, is authorized to enter into a contractual agreement with the City and bind LSCE to this proposal for 90 days from the date of this letter. In addition, LSCE has reviewed and accepts the City's insurance requirements without any exceptions as presented in the Request for Proposal (RFP). Contact information for Oscar and Vicki, who are both located in our main office in Woodland, CA, is provided above.

We appreciate the opportunity to submit this proposal.

Sincerely,

Luhdorff & Scalmanini, Consulting Engineers

Oscar Serrano, PE  
Senior Engineer

Vicki Kretsinger Grabert, PH-GW  
Senior Principal Hydrologist/President

#### Main Office

500 First Street  
Woodland, CA 95695  
Tel. 530.661.0109  
Fax. 530.661.6806  
www.lsce.com

#### Designated Point of Contact

Oscar Serrano, PD  
Senior Engineer  
oserrano@lsce.com

#### Contract Authorization

Vicki Kretsinger Grabert, PH-GW  
Senior Principal Hydrologist/President  
vkretsinger@lsce.com

# 1. Qualifications

## LUHDORFF & SCALMANINI BACKGROUND

LSCE is a consulting company with 50 professionals that was formed in 1980 to fill a recognized need for technical and management expertise in a broad range of issues associated with groundwater resource development. LSCE's main office is located in Woodland with additional offices located in Chico, Fresno, and Daly City. LSCE specializes in the investigation, development, use, protection, and management of water resources with an emphasis on groundwater resources and design of water infrastructure. LSCE's team of engineers, geologists and hydrogeologists are committed to providing our clients with broad water resource engineering and management services based on sound scientific and engineering principles, practical experience, and forward-thinking approaches to today's complex water resources and infrastructure challenges.

## TEAM QUALIFICATIONS

LSCE's professional staff are experienced in all aspects of groundwater; hydrogeologic investigations, monitoring and production well design, site characterization, well construction and testing, well rehabilitation, water resources management, permitting, groundwater modeling, hydraulic modeling, pump selection and pump station design, geographic information systems (GIS), database design, and AutoCAD drafting. LSCE also provides a full complement of water resources and engineering services including water master plans, capital improvement plans, urban water management plans, water system supply assessments, AWWA validated water audits, groundwater sustainability plans, conjunctive use planning, and analyses of groundwater/surface water interaction.

LSCE has assembled a team of committed and experienced professionals with expertise in water master planning, water system design, distribution system modeling, water supply and treatment, groundwater resources, and well design. The assigned personnel include a team of LSCE's highest level principals and engineers and caters to the specific engineering scope of work outlined in the RFP. Under the direction of Oscar Serrano, the experienced engineering staff outlined in this proposal will prepare the City's Water Master Plan Update in our Woodland office. Oscar has successfully completed water master plans, asset management plans, and urban water management plans for systems of similar size to the City's. He has extensive local and regional knowledge from over a decade of work in Colusa County. Supervising Water Resources Planner, Jacques DeBra, will also contribute his expertise in utility management, urban water system water solutions, and securing grants and loans to this project.



### Project Manager

**Oscar Serrano, PE, Senior Engineer** – Oscar is a California registered Professional Civil Engineer with over 20 years of experience and brings extensive experience in project management, water master planning, urban water management plans and design of water, wastewater and

stormwater facilities. Oscar has worked on numerous water master plans including City of Sacramento, San Juan Water District, a Water Focus Study for the City of Woodland, among others. Recently, Oscar has assisted similarly sized small groundwater systems with water studies including hydraulic analyses for the Town of Discovery Bay, Millview County Water District, and the Del Oro Water Company. Oscar has an in-depth understanding of Colusa County and the Northern Sacramento Valley having worked in Colusa for over a decade and worked with the City Manager to coordinate cultural resource monitors on the Bridge Street project.. Oscar previously served on the Colusa Groundwater Authority Technical Advisory Committee and is very familiar with groundwater in Colusa County. Oscar's experience also includes pipeline, reservoir and pump station design, preparing technical memorandums, grant writing, water rights and hydrologic/hydraulic modeling. Oscar has extensive experience modeling hydraulic systems including the development of static calibration and dynamic verification of hydraulic network models.

### PROJECT ROLE:

- Designated point of contact for the City
- Project management
- Team lead for all evaluations
- Ensure the project scope, schedule, and budget remain on track
- CIP and Water Master Plan Update development



### Principal-in-Charge

**Jason Coleman, PE, Supervising Engineer** – Jason has over 14 years of experience in well pump station, water distribution and water treatment design, and related project construction management.

Jason's specific experience includes design of vertical turbine and submersible deep well pumps, booster pumps, pipeline distribution systems, storage tanks, surface water and ground water treatment facilities, telemetry and instrumentation, controls, and programming logic of chemical treatment and pumping systems. His experience includes preparation of water supply permits, drinking water source assessments, water use permits, water master plans, system operation plans and emergency response plans, TMF (technical, managerial, and financial) reports, and assistance with CEQA studies.

### PROJECT ROLE:

- Principal level oversight, and QA/QC for all facets of the Water Master Plan
- Attend progress and board meetings, as necessary

**Jason has contributed to over 20 comprehensive water master plans and water system evaluations for clients located in Anderson, Arbuckle, Yuba City, Pittsburg, Spreckels, Oakley, Sacramento, Woodland and many others.**

Jason has also worked on various water resources projects including source of supply analysis, emergency supply studies, hazard mitigation plans, and vulnerability assessments. Jason has repeatedly demonstrated that he possesses the skill set to manage and implement projects, communicate effectively, prepare technical documents, and interface and coordinate work with clients, sub-consultants, contractors, and regulatory and permitting agencies.



### Funding

**Jacques DeBra, Supervising Water Resources Planner** – Jacques brings 37 years of water resources experience including: 29 years in managing public water utilities and 8-years as a consultant/AWWA water instructor.

He has led regional water management governance responsible for the planning and implementation of watershed groundwater and surface water monitoring programs, conjunctive use projects, preparation of groundwater management and integrated water resource planning reports, and delivery of funding strategies to maximize grant funding for local and regional activities. Jacques managed a groundwater only water system with 21 wells and three water storage facilities for 24 years in the Central Valley. He has prepared water master plans since 1986. His experience includes planning, development and optimization of future water supplies and portfolios, water demand and supply projections, water system evaluations and assessments, developing long range CIP Plans and budgets, establishing enterprise rate structures in accordance with Proposition 218, and securing funding for capital planning and implementation improvements from a variety of State and Federal funding programs. He has worked closely with City Councils and District Boards on public review and approval processes for major water utility policy documents and has a proven ability to work cooperatively with other local, regional, state, and federal agencies.

### PROJECT ROLE:

- Develop funding strategies/rate impacts
- Identify loan/grant opportunities
- Economically feasible CIP implementation plan development
- Technical review
- Public meetings



### Professional Engineer

**Allison Cronk, PE, Project Engineer** – Allison is an environmental civil engineer with 5 years of experience in water distribution, treatment, storage, and pumping system design, reporting, and related construction management. She has led the development of detailed engineering

drawings using AutoCAD, developed project specifications, and completed field surveys. Allison has experience with stormwater management, groundwater sustainability plan development, state regulatory requirements for drinking water systems, including completion of several EPA compliant Watershed Sanitary Surveys, and water system permitting and reporting. She has also reviewed water production and demand data and system water losses for several groundwater systems during her work as a certified Water Audit Validator.

### PROJECT ROLE:

- Evaluate existing and future water demand
- Evaluate distribution and metering systems and source/storage capacity
- CIP and Water Master Plan Update development





### Professional Engineer

**Lucy Li, PE, PHD, Project Engineer** – Lucy has 7 years of experience in civil and environmental consulting, including stormwater management, permit application, construction plans, regulation and standards drafting, and over 10 years of experience in water treatment research.

Lucy has expertise in analysis and consulting for water resources, demand, and supply systems for various regions in California. She is skilled in water/wastewater infrastructure design, including water distribution and sewer system design, water/wastewater treatment processes, and plants/pump station design.

### PROJECT ROLE:

- Evaluate future water demand
- Hydraulic Modeling
- CIP development



### Professional Engineer

**Philip L'Amoreaux, PE, Project Engineer** – Philip has 13 years of well pump station design, hydraulic calculation, local and state agency technical specifications/submittal review, and lead well pump equipment performance testing experience. Philip prepared numerous

well pump station condition assessments and developed recommended improvement plans to bring well stations back into acceptable operation. He is familiar with well station operation and maintenance and assists in design and review of well stations and groundwater treatment systems. His experience includes well pump station operational performance testing, collecting well water level, flow rate, pressure, and electrical data, and evaluating overall pump efficiency. Philip also has a deep understanding of groundwater well specific capacity and pumping water levels and their effect on the well structure/screens and overall well performance.

### PROJECT ROLE:

- Evaluate existing wells and treatment systems
- Identify deficiencies and recommendations based on the current and future system needs
- CIP Development

## RELATED PROJECT EXPERIENCE

LSCE has completed water master plans for similar sized water systems including the Town of Discovery Bay, Blue Lake Springs Mutual Water Company and the Millview County Water District to name a few. LSCE is currently working on an asset management plan for the Town of Discovery Bay, an evaluation of 28 water systems in Madera County, the City of Patterson Water Meter replacement project for which LSCE obtained SRF funding, and the Palermo Clean Water Consolidation Project for Butte County for which LSCE recently submitted an SRF application. The following projects are representative of LSCE's water master plan related experience. References are included for each of the projects.

### Water Master Plan and Related Services – Millview County Water District



**REFERENCE:** Jared Walker, General Manager, Millview County Water District, 151 Laws Ave, Ukiah, CA 95482, Phone: 707.462.2666;  
**TEAM:** Oscar Serrano, Jason Coleman, Lucy Li

LSCE has assisted the Millview County Water District (MCWD) on numerous water resource projects for over 25 years; including design and improvements of wells, pump stations, water treatment systems, and pipelines, and general engineering and planning services such as water reliability studies. LSCE completed the last update of the District's Water Master Plan which evaluated the water system (serving a population of 5,500 residents) including: water demands, supply capacity, storage capacity, water quality, surface water treatment (shallow well supplies, clarifiers, filters, chemical dosing and clearwell contact time), booster plants, and the distribution system. Specific tasks included: condition assessment of equipment, evaluation of regulatory compliance with supply, treatment, and distribution, development of a water system hydraulic model and evaluation of distribution system performance, and preparation of Draft and Final technical plans with a CIP. Recently, LSCE assisted MCWD with a Water Supply Verification study which looked at the existing water supply, existing and build-out water demands, and risk during drought to assess the impacts from proposed development.

### Key Work Related to RFP

- Water Master Plan
- Water Supply Verification Study
- Hydraulic Modeling

## Palermo Clean Water Consolidation Project – Butte County Department of Water and Resource Conservation

**REFERENCE:** Kamie Loeser, Director, Butte County Department of Water and Resource Conservation, 308 Nelson Avenue, Oroville, CA 95965-3302, Phone: 530.552.3590; **TEAM:** Oscar Serrano, Allison Cronk, Jacques DeBra, Lucy Li

### Key Work Related to RFP

- Consolidation Analysis
- Water Supply and Demand Analysis
- Water Distribution System Design
- Grant Funding Application

In 2021, LSCE performed the first phase of the Palermo Clean Water Consolidation Project for the Palermo community. For over a decade, the community has continued to face health and safety concerns due to possible groundwater contamination issues. Through this project, LSCE identified the preferred project for consolidation, managed the CEQA process, developed the project design, and identified the ideal funding opportunity for the project through the Drinking Water State Revolving Fund (DWSRF). Subsequently in 2022, LSCE completed the 100% design plans and specifications for the water system consolidation project with the South Feather Water and Power Agency and recently submitted the DWSRF Fund application. A portion of the funding for construction of the project has already been secured through American Rescue Plan Act and Integrated Regional Water Management funds with construction expected to commence in the summer of 2022.

## Water Master Plan and Related Services – Town of Discovery Bay CSD

**REFERENCE:** Dina Breitstein, General Manager, 1800 Willow Lake Road, Discovery Bay, CA 94514, Phone: 925.634.1131; **TEAM:** Jason Coleman, Oscar Serrano, Allison Cronk, Philip L'Amoreaux, Lucy Li

### Key Work Related to RFP

- Water Master Plan
- Meter Retrofit Program
- Well Pump Station Design
- Rehabilitation Programs
- Hydraulic Modeling
- Asset Management Plan
- Regulatory Compliance

LSCE has been providing engineering and hydrogeologic services for the Town of Discovery Bay (TODB) for over 30 years. LSCE prepared the TODB's last Water Master Plan, which evaluated the improvements needed for planned developments over a 10-year planning horizon. The TODB is a residential community of 16,000 people providing water and wastewater services to 6,000 connections. The TODB utilizes groundwater as the exclusive source of water supply operating two centralized water treatment, storage, and booster plants. LSCE provides annual engineering services that involve project planning, asset management development, hydraulic modeling, water audit services, regulatory compliance, and Board of Directors presentations to the to provide project updates and possible water system actions.

In 2021, LSCE completed the 7th biennial well testing program used to track performance and assess the need for proactive upgrades to prolong the life of the wells. Additional TODB projects include: the Water Meter Retrofit program that installed 3,500 water meters, two well rehabilitation programs, and a horizontal drilling project to replace a recently ruptured critical mainline crossing beneath a lake. LSCE is currently embarking on the design of a new well pump station project, a pipeline replacement project, and a comprehensive asset management plan including assessment and identification of deficiencies for the six groundwater wells and two treatment plants.

## Water Master Plan – Blue Lake Springs Mutual Water Company

**REFERENCE:** David Hicks, General Manager, 1011 Blagen Road, Arnold, CA 95223, Phone: 209.795.7025; **TEAM:** Jason Coleman

### Key Work Related to RFP

- Water Master Plan
- Capital Improvement Plan
- Prioritize 10 miles of pipeline replacement

LSCE conducted a study of the Blue Lake Springs Mutual Water Company (BLSMWC) water system and prepared a water master plan that evaluated water demand, supply, storage, and distribution culminating in a 10-year capital improvement plan. Blue Lake Springs, a cabin community in the Sierra Nevada's near the town of Arnold, owns and operates a water system serving 2,024 cabins. BLSMWC produces water from a combination of wells completed in a fractured hard rock formation environment with supplemental water from the Calaveras County Water District (CCWD). LSCE developed a program for groundwater exploration which identified sufficient new water sources enabling BLSMWC to become fully independent from CCWD. During development of the mainline replacement program, LSCE prepared and calibrated the existing hydraulic system model and developed a future vision of the distribution system simplify operation

by reducing pressure zones in the BLSMWC systems widely varied topography. A combination of GIS, model simulations, and alternative pipeline analysis was used to develop the optimal future system. LSCE ranked existing mainlines on performance factors such as age, material, condition, leakage, fireflow, and hydraulic performance to establish replacement priorities. For feasibility and affordability the pipeline replacements were divided into manageable project sizes scheduled over a 10 years.

## Metering System Replacement Project – City of Patterson

**REFERENCE:** Maria Encinas, Public Works Management Analyst, 1 Plaza, P.O. Box 667, Patterson, CA 95363, Phone: 209.895.8061; **TEAM:** Oscar Serrano, Allison Cronk, Jacques DeBra

### Key Work Related to RFP

- Grant Funding Application
- Construction Bid Package
- Engineering services during bidding and construction
- Water Meter Replacement

LSCE is currently working with the City of Patterson on replacement of approximately 6,000 water meters for the City with new Advanced Metering Infrastructure (AMI) meters. LSCE assisted the City with preparing the design documents, funding application, construction bid package, field surveys and securing project funding through the State Water Resources Control Board Division of Drinking Water - DWSRF. LSCE is currently providing engineering services to the City during the bid process with engineering services during construction to follow; submittal review, field surveys, updating water GIS mapping, meter inventory tracking, and quality control support.

## 2. Scope of Work

### APPROACH

LSCE's approach to completing water master plans similar to those described in the City's RFP has been developed through successful completion of numerous water master plans and water planning documents. LSCE will coordinate with the City throughout the development of the Water Master Plan Update to ensure the analysis and conclusions are cost-effective and consistent with the City's vision.

Proposed improvements will be developed by identifying deficiencies in the water system and evaluating alternatives, including the need to replace or upgrade aging facilities. LSCE will identify the alternatives that result in the most practical and cost-effective CIP and identify the required improvements and CIP elements necessary to reliably meet future water system capacity requirements over the planning horizon. Cost estimates will be developed for these recommended actions based on timing and improvement type resulting in identification of the City's future water system funding needs. LSCE will provide recommendations on funding opportunities including federal, state, regional, and market-based funding programs. Low interest financing and grant funding opportunities will be delineated in the funding strategy.



### SCOPE OF SERVICES

LSCE's project approach is integrated into the following tasks. Each task description includes a summary of deliverables and key activities on which the cost estimate is based. LSCE will provide email updates to the City followed by discussion (if needed) with the City upon completion of each key technical analysis to present preliminary findings and receive input from the City prior to proceeding with subsequent tasks.

#### Task 1 – Review Existing Data and Project Management

The project will begin with a kick-off meeting to make introductions, discuss project objectives, establish correspondence procedures, and discuss particular problem areas in the system.



LSCE will conduct a review of land uses in the City, water production data, water metering data, well construction information, distribution system, regulatory correspondences from State Water Resources Control Board - Division of Drinking Water (DDW), and planning documents (see data request below).

LSCE will manage the project to maintain project schedule and budget. LSCE will communicate with the City's project manager throughout the development of the Water Master Plan update and hold virtual meetings, if necessary, following the submission of each Technical Memorandum (TM) to discuss City comments.

#### Task 1 Deliverables

- Kick-off Meeting Summary
- Tabulation of All Project Records and Assets

#### Task 1 Meetings

- Kick-off Meeting (virtual)

#### City Data Request Includes:

- City of Colusa General Plan
- City of Colusa Water permit dated 1981
- City of Colusa Source Water Assessment January 2000
- City of Colusa Water Master Plan 2009
- Hydraulic Model
- Distribution System Map
- Existing developments/service area served by the distribution system
  - » Existing developments/service areas not yet served by the distribution system
  - » Planned/proposed developments
  - » Annexed Areas
  - » Delineation of service area boundary
  - » Existing pipeline diameters, materials, and locations
  - » Identification of improvements to water system facilities not depicted on the map
- Distribution System Information - Pipe locations, size, age, material, any noted maintenance issues or customer complaints
- Meter System Information - Meter sizes, age, any noted maintenance issues or customer complaints
- Well Information - Well Completion Reports, pump information, maintenance records for wells and pump, any noted maintenance issues
- Treatment System Information - Treatment type, capacity, age, size, any noted maintenance issues
- Storage System Information - Tank material, capacity, age, any noted maintenance issues
- Booster Station Information - Capacity, age, size, any noted maintenance issues
- Water Production & Consumption Data
  - » Water production from wells and/or treatment systems from 2012-present
  - » All available water meter data, meter study
  - » A list of current customers and types (residential, commercial, industrial, etc.)
  - » SCADA reporting – if possible, daily records on production
  - » Water Rate Fee information
  - » Connection Fee information
- Regulatory correspondences from State Water Resources Control Board - Division of Drinking Water (DDW)

## Task 2 – Evaluate Existing and Future Water Demands

#### Task 2 Deliverable

- TM : Existing and Future Water Demands

Existing and future water demands serve as the basis for assessing the adequacy of the City's water supply and distribution system to meet future demands over the planning horizon. LSCE will review the City's water production, metering, and land use to evaluate and summarize the existing system. LSCE will develop water usage factors including Average Day Demand, Maximum Day Demand, and Peak Hour Demand. As required in the California Waterworks Standards (Title 22), determination of water demands must consider the previous 10 years of water production history. If daily water production records are available, these can be used to provide accurate water demand factors and avoid the use of safety factors mandated by regulations that can overestimate water demand.

LSCE will develop unitized water requirements for each customer classification (residential, multi-family, commercial, industrial, irrigation, other) to establish a method for projecting future water demand requirements (10- and 20-year planning horizon) or water savings based on future changes to the system. Demand changes from factors such as population density changes, reduction in outdoor water use from conservation, and leak reduction will be assessed. LSCE will also review system fire demand requirements with the local fire suppression agency for inclusion in the water flow requirement analysis including changes in fire flow requirements that may result from new development.



This information will be integrated into the system hydraulic model and subsequent tasks to evaluate the adequacy of the distribution system to meet future fire flow and water demand for the 10- and 20-year planning horizons. LSCE assumes the City has an existing calibrated hydraulic model of the City's water distribution system. Update or calibration of the existing model can be performed as an optional task if needed.

### Task 3 – Evaluate Water Distribution and Metering Systems

#### Task 3 Deliverable

- TM: Evaluate Distribution and Metering Systems

An evaluation of the distribution system will be completed to identify existing conditions and to prioritize mainline replacements over the project planning horizons. LSCE will use the City's existing hydraulic model to identify potential hydraulic deficiencies in the current and future systems. LSCE will also evaluate historical operational information such as development records, leak repairs, customer complaint records, operating pressures, age and material types, etc. to identify any particular areas of concern or deficiencies.

Under this Task, LSCE recommends an additional review of the City's metering system. LSCE understands that the AMI metering project is high priority for implementation under the City's Capital Improvement Program. This review would include an evaluation of the age, maintenance, testing, replacement, and customer complaints. This is recommended because the metering system is an important part of a system's water consumption and loss accounting and should be included in the Water Master Plan and Capital Improvement Plan.

LSCE will develop a ranking system to prioritize the most beneficial mainline and meter replacements first. Criteria used in this ranking analysis will be developed during the assessment, however, possible criteria could consist of existing pipeline conditions, pipe size, material, susceptibility to leakage, access limitations for maintenance and repair, hydraulic performance, projected system growth, existing and future regulatory requirements, and ability to provide fire flows. Risk, benefits, and cost for each option will also be considered. LSCE will use this evaluation to provide replacement, maintenance, and mitigation recommendations for the system.

### Task 4 – Evaluate Wells and Treatment Systems

#### Task 4 Deliverable

- Evaluate Wells and Treatment Systems

#### Task 4 Meetings

- Field Reconnaissance with City Operations Staff

A comprehensive evaluation of the existing groundwater wells and treatment systems will include a review of well and treatment system construction information, operational records, prior rehabilitation records, water quality information, and pumping equipment. LSCE will also provide recommendations to develop additional well information where data gaps are identified (i.e., video and other downhole surveys to assess well structural condition). The evaluation of well condition will serve as the basis for recommendations for well development, rehabilitation, or upgrades as warranted. LSCE will inspect and evaluate the City's existing pump station and treatment facilities, consider existing and future State regulations, and provide recommendations to improve reliability and efficiency. If repairs are required to mitigate current operational issues, LSCE will assess the costs to make repairs and likelihood of success and estimate the remaining service life and cost.



LSCE will also conduct a field reconnaissance of the City's water system. LSCE will request an onsite meeting with the City's operator/staff to discuss technical questions relating to the equipment, operation settings, and process control logic.

LSCE will summarize current operational and regulatory compliance issues and perform a field inspection of each well and treatment facility to observe infrastructure condition and operation. LSCE will evaluate historical well performance trends and evaluate conditions of wells, pumping equipment, motor control equipment, well construction and rehabilitation information, and performance of treatment systems. LSCE will identify necessary upgrades to all facilities for efficient operation and to meet current standards. LSCE will develop a list of the potential candidates for improvement and/or enhancement, along with a comparative operating analysis of operating costs for existing wells and treatment systems subsequent to a rehabilitation effort and estimated capital costs for upgrades, development, or rehabilitation efforts, for inclusion in the CIP.

## Task 5 – Source Capacity and Storage Analysis

LSCE will evaluate the adequacy of the existing water supply to meet the average-day, maximum-day, peak-hour, and fire-flow requirements. The analysis will be conducted based on the requirement to meet maximum-day demand with the largest well offline (as set forth under the provisions of Chapter 16, Title 22, the “California Waterworks Standards”) and as dictated by good engineering practice. The impacts of peak and emergency demands will also be considered. The impact of a well station failure (power outage, pump service, etc.) will be assessed relative to maximum-day demand scenarios.

This assessment will consider the system’s ability to cope with drought and water conservation measures that may be implemented by the State. The adequacy of the system to meet existing and future demands, under existing and drought conditions, will be used to determine if there is a need for additional storage or source capacity in the system. Present and/or future regulations related to water supply will also be identified and included in the analysis.

### Task 5 Deliverable

- TM: Source Capacity and Storage Analysis

## Task 6 – Capital Improvement Plan

Based on the evaluation of the City’s facilities under the previous tasks, LSCE will synthesize the analyses and recommend the most cost-effective improvements to address system deficiencies on both a short and long term planning horizon. Prioritizations will be recommended based on relative system risk and failure potential, following AWWA Asset Management standard principles and practices, the ability of the system to meet the year round existing and projected demands including summer and winter demands, and regulatory considerations. An implementation schedule for these recommendations will be developed, and this information will be included in the CIP.

Cost estimates will be provided for all recommended improvements to the water system including sufficient detail to show the major improvement components. Present worth cost of a complete installation will be provided, including engineering, environmental, right-of-way, contingency, and construction administration. Capital project cost sub-totals will be presented based on the breakdown of planning, design (including environmental and permitting), construction, and funding cost categories. Lifecycle costs (the sum of capitalized and O&M costs) will be presented for the primary improvement projects. The CIP will examine connection fees based on the City’s current projected growth and examine current water rate schedules as they relate to operation and maintenance.

Three funding opportunities will be presented in the CIP including low interest financing and grant funding opportunities.

### Task 6 Deliverable

- TM: Recommended CIP

## Task 7 – Draft and Final Water Master Plan Update Preparation

LSCE will compile the technical memorandums from the previous tasks into the Draft 2022 Water Master Plan Update. LSCE will provide copies of the Preliminary Draft, Draft and Final 2022 Water Master Plan Update to the City so that the documents can be reviewed by the City, City Council, stakeholders, and the public.

LSCE will conduct four presentations to the City and City Council. Presentation #1 will be to present the Preliminary Draft Water Master Plan which will be a combination of all the technical memorandums submitted in the study and the preliminary findings, recommendations, and CIP with possible funding strategies. Following the presentation, LSCE will develop the Draft Water Master Plan Update, which will be presented in Presentation #2. For Presentation #3, LSCE will discuss and present the process to develop the Draft Water Master Plan Update at a City Council Workshop. LSCE will also discuss the deficiencies identified and the prioritization of improvements at the Council workshop. Following review and comments received from the City Council, LSCE will develop and present (Presentation #4) the Final Water Master Plan Update making any adjustments to the analysis necessary to ensure the analysis represents the City’s future vision.

### Task 7 Deliverables

- Preliminary Draft Water Master Plan Update (3 hardcopies)
- Draft Water Master Plan Update (7 hardcopies)
- Final Water Master Plan Update (5 hardcopies, electronic PDF copy)
- Hydraulic Model (electronic copy)

### Task 7 Meetings

- Presentations to City Staff (2)
- Presentations to City Council (2)

### 3. Work Program/Schedule

LSCE reviewed the anticipated project schedule in the RFP and is prepared to commence work immediately. The project schedule presented below is based on our understanding of what the Master Plan will require and the City's schedule. LSCE is committed to providing the resources needed to complete the Final Master Plan for City adoption by December 20, 2022.

Task	Duration	2022						
		Jun	Jul	Aug	Sept	Oct	Nov	Dec
Award Contract	6/7/22							
Work Commencement	6/21/22							
Task 1. Review Existing Data and Project Management	6/21/22 - 12/20/22							
Task 2. Evaluate Existing and Future Water Demand	7/21/22 - 8/24/22							
Task 3. Evaluate Water Distribution and Metering Systems	8/25/22 - 9/21/22							
Task 4. Evaluate Wells and Treatment Systems	8/25/22 - 9/9/22							
Task 5. Source Capacity and Storage Analysis	8/25/22 - 9/21/22							
Task 6. System Evaluation and Capital Improvement Plan	9/22/22 - 10/26/22							
Task 7. Draft and Final Water Master Plan	10/27/22 - 12/20/22							

★ Technical Memorandum (1 Week Span)

★ Final Capital Improvement Plan

● City Review (1 Week Span)

★ Final Water Master Plan

### 4. Project Budget

LSCE has included in a separate sealed envelope the Project Cost Estimate that provides the detailed breakdown of the costs for each task described in our proposal to Update the Water Master Plan. Services will be billed on a monthly basis for labor, materials, equipment, professional services, travel and all other costs incurred, in accordance with our regular Schedule of Fees for Engineering and Field Services. The Project Cost Estimate includes costs under each task as described in the Scope of Work. Each task cost estimate includes descriptive detail for the activities and estimated hours for each team member. This proposed fee is a Not to Exceed Cost based on the Scope of Services. If LSCE is directed by the City to deviate from the Scope of Services, or is required by unforeseen conditions, LSCE will provide notice to the City before proceeding with work that may be out of scope.

LSCE provides QA/QC and cost control at the principal level of the firm to ensure the scope is delivered within budget and on schedule. Project managers report to firm principals and conduct reviews of staff time and progress on a weekly and monthly basis.


**BOTTOM LINE:** LSCE is a smaller proven full service water engineering and groundwater resource firm that specializes in assisting small disadvantaged communities meet their water sustainability goals using local staff from our Woodland and Chico offices to support the City. Our funding expertise will ensure cost effective project delivery.



**Client**  
**Project**  
**Job No.**  
**Est. By**  
**Date**

City of Colusa  
Water Master Plan Update  
22-5-060  
AC/OS  
5/19/2022

## Cost Estimate for City of Colusa Water Master Plan Update

 <b>Luhdorff &amp; Scalmanini</b> Consulting Engineers		Supervising Professional (JD/JC)	Senior Professional (OS)	Project Professional (PL/LL/AC)	Clerical	Direct Expenses	Summary
Task	Description	\$225	\$200	\$175	\$83	Incurred	
Task 1 – Review Existing Data and Project Management							
Task 1.1 – Project Kickoff	Task Hours	2	2	4			8
	Task Cost	\$450	\$400	\$700			\$1,550
	Direct Expenses						\$0
	SubTotal	\$450	\$400	\$700			\$1,609
Task 1.2 – Project Coordination, Meetings, and Administration	Task Hours	12	30				42
	Task Cost	\$2,700	\$6,000				\$8,700
	Direct Expenses						\$0
	SubTotal	\$2,700	\$6,000				\$8,700
Task 1.3 – Data Review and Tabulation	Task Hours		4	16			20
	Task Cost		\$800	\$2,800			\$3,600
	Direct Expenses						\$0
	SubTotal		\$800	\$2,800			\$3,600
Total Task Cost Estimate							\$13,909
Task 2 – Evaluate Existing and Future Water Demands							
Task 2.1 - Evaluate Data and Develop Water Use Factors	Task Hours		4	20			24
	Task Cost		\$800	\$3,500			\$4,300
	Direct Expenses						\$0
	SubTotal		\$800	\$3,500			\$4,300
Task 2.2 – Hydraulic Model Update	Task Hours		10	40			50
	Task Cost		\$2,000	\$7,000			\$9,000
	Direct Expenses						\$0
	SubTotal		\$2,000	\$7,000			\$9,000
Task 2.3 – Develop Summary TM	Task Hours		4	8			12
	Task Cost		\$3,200	\$1,400			\$4,600
	Direct Expenses						\$0
	SubTotal		\$3,200	\$1,400			\$4,600
Total Task Cost Estimate							\$17,900
Task 3 – Evaluate Water Distribution and Metering Systems							
Task 3.1 - Evaluate Water Distribution & Metering System	Task Hours		8	20			28
	Task Cost		\$1,600	\$3,500			\$5,100
	Direct Expenses						\$0
	SubTotal		\$1,600	\$3,500			\$5,100
Task 3.2 – Develop Summary TM	Task Hours		4	12			16
	Task Cost		\$800	\$2,100			\$2,900
	Direct Expenses						\$0
	SubTotal		\$800	\$2,100			\$2,900
Total Task Cost Estimate							\$8,000
Task 4 – Evaluate Wells and Treatment Systems							
Task 4.1 - Field Visit	Task Hours			24			24
	Task Cost			\$4,200			\$4,200
	Direct Expenses					\$59	\$59
	SubTotal			\$4,200			\$4,259
Task 4.2 – Evaluate Wells & Treatment Systems	Task Hours		8	20			28
	Task Cost		\$1,600	\$3,500			\$5,100
	Direct Expenses						\$0
	SubTotal		\$1,600	\$3,500			\$5,100
Task 4.3 – Develop Summary TM	Task Hours		4	12			16
	Task Cost		\$800	\$2,100			\$2,900
	Direct Expenses						\$0
	SubTotal		\$800	\$2,100			\$2,900
Total Task Cost Estimate							\$12,259
Task 5 – Source Capacity and Storage Analysis							
Task 5.1 - Evaluate Source Capacity and Storage	Task Hours		4	12			16
	Task Cost		\$800	\$2,100			\$2,900
	Direct Expenses						\$0
	SubTotal		\$800	\$2,100			\$2,900
Task 5.2 – Develop Summary TM	Task Hours		4	8			12
	Task Cost		\$800	\$1,400			\$2,200
	Direct Expenses						\$0
	SubTotal		\$800	\$1,400			\$2,200
Total Task Cost Estimate							\$5,100
Task 6 – Capital Improvement Plan							
Task 6.1 – Develop CIP	Task Hours	8	16	40			64
	Task Cost	\$1,800	\$3,200	\$7,000			\$12,000
	Direct Expenses						\$0
	SubTotal	\$1,800	\$3,200	\$7,000			\$12,000
Total Task Cost Estimate							\$12,000
Task 7 – Draft and Final Master Plan Update Preparation							
Task 7.1 - Draft Master Plan	Task Hours	4	20	20	2		46
	Task Cost	\$900	\$4,000	\$3,500	\$166		\$8,566
	Direct Expenses					\$200	\$200
	SubTotal	\$900	\$4,000	\$3,500	\$166		\$8,766
Task 7.2 – Presentations to City Staff/Council	Task Hours	20	20				40
	Task Cost	\$4,500	\$4,000				\$8,500
	Direct Expenses					\$59	\$59
	SubTotal	\$4,500	\$4,000				\$8,559
Task 7.3 – Final Master Plan	Task Hours		6	10	2		18
	Task Cost		\$1,200	\$1,750	\$166		\$3,116
	Direct Expenses					\$100	\$100
	SubTotal		\$1,200	\$1,750	\$166		\$3,216
Total Task Cost Estimate							\$20,541
SUMMARY	Total LSCE Hours	46	148	266	4		460
	Total LSCE Cost	\$10,350	\$32,000	\$46,550	\$332		\$89,232
	Direct Expenses					\$417	\$417
Total Cost Estimate							\$89,649





WOOD ROGERS

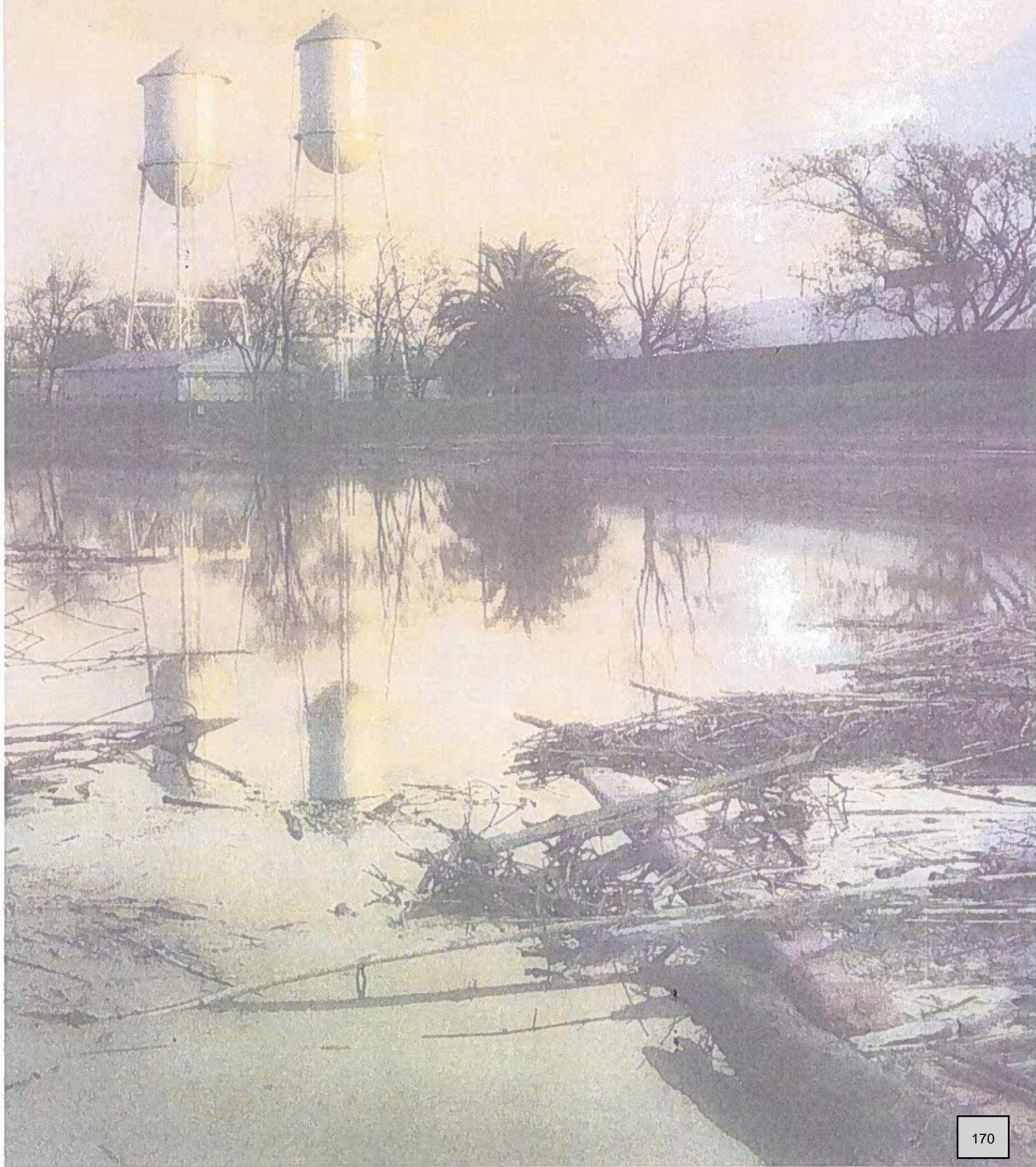
City of Colusa

*Proposal to*

# Update the City's Water Master Plan

May 23, 2022





**WOOD RODGERS**

May 23, 2022

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

**RE: Proposal for the City of Colusa | Water Master Plan Update**

Dear Mr. Cain:

Wood Rodgers, Inc. (Wood Rodgers) is pleased to submit our Proposal to the City of Colusa (City) to demonstrate our experience and expertise in preparing Water Master Plans. We are confident that the City will find our team of dedicated professionals and technical experts more than capable of successfully delivering all the elements of this project.

The Wood Rodgers Team will utilize a proven approach to successfully deliver this project for the City. The approach has been developed and refined over 20 years of water master planning experience throughout California. A few of the benefits that the Wood Rodgers Team provides the City are as follows:

- **Extensive Master Planning Experience** | Our proposed Project Manager, Mr. Kevin Gustorf, PE, has over 22 years of experience in water system modeling, analysis, and master planning for public agencies. His previous relevant projects and experience include the development of water system hydraulic models and master plans for the Cacheville Community Service District, El Toro Water District, Monte Vista Water District, City of Thousand Oaks, City of Santa Barbara, Montecito Water District, City of Del Mar, City of Ventura, City of Simi Valley, California American Water Company, Scotts Valley Water District, Laguna Beach County Water District, and the Groveland Community Services District.
- **A Team with Local Knowledge and Experience** | Wood Rodgers has performed several studies for the City of Colusa, including the Water Well and Pump Station Evaluation Report, Iron & Manganese Treatment Analysis, and Storm Drain Master Plan. In addition, our team includes Bartle Wells, who prepared the previous water rate analysis for the City Colusa. Our team also includes Jim Fletter (who now works for Wood Rodgers), who was the acting City Engineer and actively involved in the development of the City's 2009 Water Master Plan. **Our team brings continuity to this project.**

I, Mr. Kevin Gustorf, PE will serve as the Project Manager for the project. As a Vice President with Wood Rodgers, I have full authority to contractually bind the firm and allocate additional staff resources as needed to ensure the project's success.

This proposal is good for a period of 90 days.

We look forward to discussing this project more thoroughly in person or at an interview and welcome any questions you may have in the meantime. I can be reached by phone at (916) 341-7425 or can be contacted via email at [kgustorf@woodrogers.com](mailto:kgustorf@woodrogers.com). We look forward to the opportunity to work with the City Team and successfully delivering this important project.

Sincerely,

Kevin Gustorf, PE | Vice President



## FIRM INTRODUCTION



Wood Rodgers' diverse services and staff of over 340 employees work collaboratively to support and deliver a multitude of both public and private sector projects throughout California and Nevada. We have over 80 California registered engineers (civil, structural, and mechanical) and well over 200 technical and support staff including professional land surveyors, hydrogeologists, geologists, GIS analysts, floodplain managers, planners, and landscape architects to provide the comprehensive expertise necessary to meet the demands of a wide variety of projects.

Wood Rodgers has extensive experience in performing water master plans for public municipalities in California, including hydraulic modeling, capacity analyses, condition assessments, master plan preparation and capital improvement program development. Wood Rodgers is headquartered in **Sacramento, California**, with offices in Roseville, Oakland, Pleasanton, San Diego, and Los Angeles, as well as in Reno and Las Vegas, Nevada. The work associated with this contract would be performed out of our Sacramento office.

## SCOPE OF SERVICES

The Scope of Services to be provided by the Wood Rodgers team to fulfill the general requirements of the City's RFP is described in further detail below.

### TASK 1 PROJECT MANAGEMENT, MEETINGS, WORKSHOPS + PRESENTATIONS

#### Task 1.1 Project Management

Wood Rodgers shall communicate and coordinate as needed with City staff to provide updates, follow up on action items, and manage the project on budget and on schedule. Wood Rodgers shall prepare and submit a concise monthly status report with the monthly invoice statement that includes the following:

- A summary of expenditures by task showing total budget, billing to date, current billing, and remaining amount.
- A summary of work progress/items complete for all work tasks.
- An estimate of actual percent complete based on progress compared to percent complete based on budget expended; and
- An updated progress schedule using a Gantt-type format.



## Task 1.2 Meetings + Workshops

Wood Rodgers shall administer the following meetings at a minimum for this project:

- **Project Kick-Off Meeting:** Wood Rodgers shall arrange and conduct a project kick-off meeting at the start of the project. The purpose will be to introduce project participants, establish lines of communications, review the accepted scope of work and the project approach, and discuss water facilities and all other related information pertaining to City's system.
- **Staff Workshop:** Wood Rodgers shall prepare and meet with City Engineering and Operations staff to discuss any known or suspected deficiencies or potential improvements desired by staff.
- **Progress Meetings:** Wood Rodgers shall conduct four (4) progress meetings with City staff during the project to go over project progress, issues, and schedule.

For all workshops and meetings, Wood Rodgers shall prepare and submit a meeting agenda to City staff at least one business day in advance of the meeting and shall document and submit meeting minutes, highlighting action items and decisions, to City staff within three business days of the meeting. At each meeting, Wood Rodgers shall present and discuss an updated project schedule, project milestones, and planned activities.

## Task 1.3 Presentation to the City Staff + City Council

Wood Rodgers will present the findings and recommendations of the final draft of the Water Master Plan Update Report to City Staff and the City Council. Wood Rodgers shall prepare the presentation and review with City staff at least two weeks in advance of the meeting for inclusion in the Council agenda packet. This task assumes up to four (4) presentations will be required, two (2) for City staff and two (2) for the City Council.

### Task 1 Deliverables:

- Meeting/Workshop Agenda (pdf format)
- Meeting/Workshop Minutes (pdf format)
- Presentations (PowerPoint)
- Monthly Progress Report and Invoice (pdf format)
- Project Schedule (pdf format)

## TASK 2 DOCUMENT REVIEW

### Task 2.1 Review Existing Documents

Wood Rodgers shall research, obtain, and review all available existing reports, including previous master plans, the City's 2007 General Plan, studies, base maps, record drawings, O&M records, and the existing City capital improvement plan/budget.

### Task 2.2 Data Collection

Wood Rodgers shall develop a data request list and review the requested data. Wood Rodgers will request and review water system facility data necessary to conduct a system-wide analysis, including but not limited to the following:

- Well Pump Data (pump curves, on/off settings [pressure or level], bypass settings)
- Reservoir Data (high/low levels, size and volume, elevations)
- Past three (3) years of well production data (capacity, operating periods)
- Well rehabilitation records
- Historical and current groundwater level data in the wells
- Water Quality Data
- Past three (3) years of water quality reports
- Past three (3) complete years of water billing records
- SCADA data

### Task 2 Deliverables:

- Project Data Log (Excel format)

## **TASK 3 LAND USE ANALYSIS**

### **Task 3.1 Existing Land Use Data**

Wood Rodgers will utilize the current (2007) City General Plan land use shapefile and overlay it over a recent aerial image to determine the total acreage by land use type of the existing developed properties within the City limits. The existing land use acreage will be used to determine the area remaining to develop, and to develop current water demand factors.

### **Task 3.2 Proposed Land Use**

Wood Rodgers will utilize the City General Plan land use shapefile and overlay it over an aerial image to determine the total acreage by land use type of the area remaining to be developed within the City limits. In addition, Wood Rodgers will outreach to the City and County to identify known planned development projects. This effort will result in an estimated projection of the future land use over 5-year planning periods through the next 20 years.

#### **Task 3 Deliverables:**

- Existing and Proposed Land Use Data Tables (Excel format)

## **TASK 4 WATER DEMAND PROJECTIONS**

### **Task 4.1 Determine Existing Demand Conditions**

Wood Rodgers will utilize the past three (3) complete years of water billing and consumption data to determine the existing average day demand, maximum day demand and peak hour demand. This effort will also include a determination of the seasonal demand changes, such as the "summer" and "winter" demands.

### **Task 4.2 Develop Updated Demand + Peaking Factors**

Wood Rodgers will conduct an analysis of the existing water demand and peaking factors for specific water uses, such as residential, commercial, and irrigation. Existing consumption data will be used to evaluate and update the demand factors. Wood Rodgers will provide recommendations for updated maximum day and peak hour peaking factors.

### **Task 4.3 Determine Future Demand Conditions**

Utilizing the proposed land use projections for each planning period, and the updated demand and peaking factors, Wood Rodgers will identify the estimated future demand conditions that the City water system must be able to meet. Wood Rodgers will identify the average day, maximum day and peak hour demands over the next 20-year planning period.

### **Task 4.4 Evaluate Supply + Demand to Determine Water Loss**

Wood Rodgers will conduct an analysis of the past three (3) years of billing and production data to determine how much water is unaccounted for in the City.

#### **Task 4 Deliverables:**

- Existing and Proposed Water Demand Tables (Excel format)
- Water Production vs. Billing Comparison Tables / Graphs (Excel format)

## **TASK 5 WATER SUPPLY EVALUATION**

### **Task 5.1 Hydrogeology / Well Analysis**

A comprehensive data review will be conducted to assess historical and recent water levels, water quality records, previous pump tests, pump repair records, drillers' reports, and maintenance records. Wood Rodgers will design and implement a testing program to assess the current operating condition of each of the City's active wells and pump stations, including testing to determine overall plant efficiency (OPE), well specific capacity, sand production, and water quality. Wood Rodgers will contract with Pumping Efficiency Testing Services (PETS) of Petaluma, California, to perform the well and pump efficiency testing. The results will be used to calculate the well efficiency and OPE for each of the City's active pump stations. Water quality samples will be collected during our testing to assess for Title 22 general minerals, general physical, drinking water metals, hexavalent chromium, perchlorate, VOCs, 1,2,3-TCP, and polyfluoroalkyl substances (PFAS).

A comprehensive well field evaluation report will be prepared to include summaries of the construction details for each well and their current operational condition, and water quality data to characterize impairments for the constituents of concern (primarily manganese and odor). Recommendations for well rehabilitation or repairs will be included, if warranted.

## **Task 5.2 Water Supply Analysis**

The capacity measured during each well test in Task 5.1 will be tallied to provide an assessment of the overall production capabilities of the water system under current conditions. Wood Rodgers will analyze the City's existing wells to determine the overall production capability of the water system to meet current and future demands. Should a water supply deficit be identified based on current or projected system demands, and with our knowledge of the underlying hydrogeologic system, recommendations will be provided for development of new groundwater source(s) to meet current and projected water demands.

## **Task 5.3 Water Treatment Analysis**

Based on current water quality data, current and future demands, and current and future regulations, Wood Rodgers will conduct an analysis of the various groundwater treatment methodologies that may be required to continue to provide the City with high quality potable water. The water treatment analysis will include a discussion of the different water treatment technologies that may be required for the City, a comparison of the pros and cons of each system, and estimated costs to construct and maintain.

### **Task 5 Deliverables:**

- Well Field Evaluation Technical Memorandum (pdf format)
- Wellhead Treatment Alternatives Technical Memorandum (pdf format)

## **TASK 6 HYDRAULIC MODEL**

### **Task 6.1 Develop Water Model**

Wood Rodgers will develop a comprehensive hydraulic network of the City's entire water distribution system. Wood Rodgers proposes to use the InfoWater Pro hydraulic modeling software, by Innovyze, for this project. The model shall include static simulation scenarios to represent the various demand and operating conditions, such as summer and winter, existing and future, average day, maximum day, peak hour, and fire flow. The model will include all transmission and distribution system pipelines, reservoirs/tanks, wells, and pressure reducing facilities. Model development will include the following:

#### **Allocation of Elevations**

Wood Rodgers will utilize a publicly available digital terrain model for the City to assign node elevations within the hydraulic model. Elevations for water facilities, such as wells and tanks, will be assigned manually based on as-built data.

#### **Allocation of Water Demands**

Wood Rodgers will evaluate and allocate the current water demands utilizing City's water production and consumption billing data. Wood Rodgers will allocate demands to the appropriate model nodes using Theisen polygons, land use areas and water demand factors. Wood Rodgers will consider the impact of future development within the City to determine the future demand conditions and allocate within the model.

#### **Set Boundary Conditions**

Wood Rodgers will manually populate the water system boundary conditions within the hydraulic model. Boundary conditions include the water facilities that set the hydraulic parameters/gradients of the system, such as wells, reservoirs/tanks, etc. Wood Rodgers will utilize as-built data and SCADA data (if available) to set the boundary conditions, which includes elevations, pump curves, set points, operating bands, etc.

#### **Allocation of Fire Flow Demand**

Wood Rodgers will evaluate current fire flow criteria. This will include an evaluation of both fire flow and duration criteria for various land use categories. Based on this analysis Wood Rodgers will develop recommended fire flows and durations for the City on land use categories and all applicable Insurance Services Office (ISO), Fire Department or other jurisdictional requirements. Fire flow requirements will be allocated to the fire nodes within the hydraulic model based on land use types.

## Task 6.2 Calibration of Water Model

The hydraulic model will be calibrated to current demand conditions using data gathered for this project, data available from previous reports, actual flow, pressure and monitoring data from normal system operations, and field fire flow measurements. The City will make SCADA data available at the request of the Wood Rodgers. It is assumed that the field fire flow measurements will be performed by the City based on requirements established by Wood Rodgers. Wood Rodgers will develop a calibration plan and testing protocol for the model that is to be approved by City. Wood Rodgers will implement the City-approved calibration plan in the calibration of the model. Wood Rodgers shall compare system model performance to field data and shall make all necessary adjustments, correct errors and discrepancies and calibrate the model.

### Task 6 Deliverables:

- Final Calibrated Hydraulic Model Files (InfoWater)

## TASK 7 DISTRIBUTION SYSTEM ANALYSIS

Wood Rodgers will analyze the water distribution system via the hydraulic model. The analysis will be based upon meeting the desired system operating criteria, such as pressure, velocity, and headloss. The system analysis will include the following:

### Task 7.1 Analysis of System for Deficiencies

Wood Rodgers will perform an analysis of the existing distribution system utilizing the calibrated hydraulic model for peak hour and maximum day plus fire flow conditions. The analysis will identify and analyze deficiencies within the distribution system including, but not limited to, inadequate sizing of transmission mains, distribution mains, storage tanks, and system operation related to meeting existing peak hour and maximum day plus fire flow demands. The analysis shall evaluate pump performance, tank design and turnover time, pressure reducing valve (PRV) configurations, system pressure (high and low areas), high pipe velocities or high head losses, and overall supply and pumping. System deficiencies are to be identified and improvements that are required to correct the deficiencies are to be recommended.

### Task 7.2 Analysis of System for Operational Efficiencies

Wood Rodgers shall perform an evaluation of the distribution system operation utilizing the hydraulic model and other engineering methods to optimize the daily and seasonal operation of the City's distribution system to achieve the most economical operation and to meet the City's objectives. Considering demands, electrical energy costs, and State and Federal water quality objectives, this evaluation shall recommend changes to the existing system operation to optimize system efficiency

### Task 7.3 Reservoir Capacity Analysis

Wood Rodgers will review and analyze the City's existing storage reservoirs to determine the need for additional storage facilities to meet the current and future storage requirements, as well as the potential to eliminate inefficient or unnecessary facilities. The analysis will include a review of current and future operational, emergency and fire storage requirements and discuss and analyze water quality considerations with respect to storage and reservoir turnover.

## TASK 8 WATER MASTER PLAN UPDATE REPORT

Wood Rodgers will prepare a comprehensive Water Master Plan Update for the City, documenting the analysis and findings conducted herein. The Water Master Plan Update report shall be in the form of one comprehensive document which will include the following, at a minimum:

- Executive summary,
- Description of City's existing water system,
- Water production and demand projections,
- Results of data review and model analysis,
- Identification of regulatory concerns,
- Major conclusions and recommendations,
- Priority implementation schedule, and
- Cost estimates and funding analyses.



**Task 8.1 Preliminary Draft Water Master Plan Update**

Wood Rodgers shall prepare an initial (preliminary) draft of the Water Master Plan Update report and submit to the City staff for review and comments.

**Task 8.2 Draft Water Master Plan Update**

Upon completion of addressing the City staff comments, Wood Rodgers shall prepare a draft Water Master Plan Update report and submit it to the City Council for review and comments.

**Task 8.3 Final Water Master Plan Update**

Following incorporation of the City Council's review and comments, Wood Rodgers shall prepare a final Water Master Plan Update report.

**Task 8.4 Public Outreach Support**

Wood Rodgers will provide the City with public outreach support, which include a workshop with the city Council and providing technical information and supporting materials for the public.

**Task 8 Deliverables:**

- Preliminary Draft Water Master Plan Update (3 hard copies)
- Draft Water Master Plan Update (7 hard copies)
- Final Water Master Plan Update (5 hard copies and a pdf copy)

**TASK 9 CAPITAL IMPROVEMENT PROGRAM**

Wood Rodgers will recommend updates to the City's existing budget/capital improvement program (CIP) based on the results of the hydraulic model simulations for current and future demand conditions. The CIP will describe and prioritize recommended improvement projects needed to correct the identified system deficiencies or take advantage of potential efficiencies. We will develop project descriptions that include relevant details regarding the extent of the project and need.

Wood Rodgers shall prepare a preliminary cost estimate for the recommended system improvements identified in other tasks of this scope. The recommended system improvements will be phased in accordance with relative urgency and/or benefit to establish near term and long-term priorities. We will determine current construction and capital costs and identify any increases in cost resulting from future implementation.

**Task 9.1 Draft CIP**

Wood Rodgers shall prepare a draft CIP and submit it to the City Council for review and comments as a part of the Draft Water Master Plan Update.

**Task 9.2 Final CIP**

Following incorporation of the City Council's review and comments, Wood Rodgers shall prepare the final CIP.

**Task 9 Deliverables:**

- Draft CIP (7 hard copies)
- Final CIP (5 hard copies and a pdf copy)

**TASK 10 FUNDING / FINANCIAL EVALUATION**

Wood Rodgers has partnered with Bartle Wells to complete an analysis for funding the proposed recommendations.

**Task 10.1 Evaluation of Connection Fees + Rates**

Based upon the recommended CIP, Bartle Wells will conduct an analysis of the City's current water rates and connection fees to determine if adjustments should be made to fund the proposed improvements. Recommendations will be incorporated into the CIP.

**Task 10.2 Funding Alternatives**

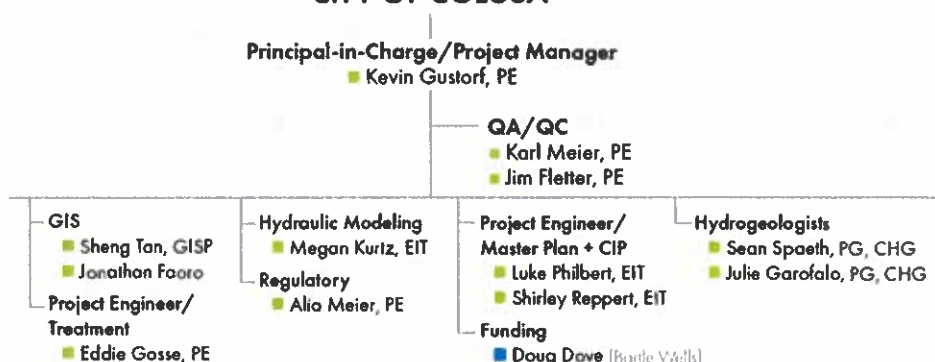
Bartle Wells will examine and identify the various funding options available to implement the proposed CIP. Funding alternatives may include rate increases, loans, and grants. Recommendations will be incorporated into the CIP.

## CONSULTANT QUALIFICATIONS

### PROJECT TEAM

Wood Rodgers is a multi-disciplined firm that prides itself on providing our clients with the resources and expertise to deliver all elements of a project. The team assembled for this project provides expertise in all elements of water system planning and analysis. Each team member will be made available for the duration of the project and will not be reassigned without prior written approval from the City. Due to page limitations, we have not included full resumes. Detailed resumes can be provided upon request.

### CITY OF COLUSA



### Kevin Gustorf | Principal-in-Charge/Project Manager

Mr. Gustorf is a registered professional engineer with over 22 years of leadership and expertise in the water resources field. His experience includes the planning, design, construction, and management of a wide variety of projects for local municipal public works agencies and special Districts throughout the state of California. His diverse project experience includes water master planning, hydraulic modeling, hydraulic analysis, and infrastructure design.

### PROJECT TEAM QUALIFICATIONS

Kevin Gustorf, PE #64755 | BS, Civil Engineering | 23 Yrs. Exp.

Karl Meier, PE #71713 | BS, Civil Engineering | 19 Yrs. Exp.

Jim Fletter, PE #73457 | BS, Civil Engineering | 21 Yrs. Exp.

Sheng Tan, GISP #60619 | BA, Geography + Environmental | 26 Yrs. Exp.

Jonathan Faoro | BA, Physical Geography/GIS Spatial Analysis | 20 Yrs. Exp.

Eddie Gosse, PE #32246 | BS, Mechanical Engineering | 24 Yrs. Exp.

Megan Kurtz, EIT | BS, Civil Engineering | 3 Yrs. Exp.

Alla Meier, PE #88805 | BS, Civil Engineering | 8 Yrs. Exp.

Shirley Reppert, EIT | BS, Civil Engineering | 12 Yrs. Exp.

Luke Philbert, EIT | BA, Environ Studies + MS, Water Engineering | 14 Yrs. Exp.

Sean Spaeth, PG #8878 + CHG #1004 | BS, Geology | 18 Yrs. Exp.

Julie Garofalo, PG #9385 + CHG #1076 | BS, Geology + MS, Geology | 15 Yrs. Exp.

Doug Dove [Bartle Wells] | Funding / Rates | 30 Yrs. Exp.

Master Plan	Water System Analysis	Hydraulic Modeling	GIS	CIP	Regulatory	Treatment	Water Quality	Hydrogeology	Funding/Financing
X	X	X	X	X	X		X		
X	X	X	X	X	X		X		
X	X	X		X	X		X		
X		X	X						
X		X	X						
X						X			
X	X	X	X						
X	X	X	X	X	X				
X	X	X	X	X			X		
X	X	X	X	X					
X			X	X			X	X	
X			X	X			X	X	
									X

## RELATIONSHIP WITH SUBCONSULTANT



Bartle Wells Associates (BWA) is an independent public finance advisory firm with expertise in the areas of utility rates and project financing. BWA was established in 1964 and has over 50 years of experience advising public agencies on the complexities and challenges in public finance. BWA has advised over 500 agencies from all areas of California and the western United States. BWA has a diversity of abilities and experience to evaluate all types of financial issues faced by local governments and to recommend the best and most-practical solutions. Wood

Rodgers selected BWA to partner on this project due to their experience working with the City of Colusa. Wood Rodgers has partnered with BWA on several pursuits in northern California but have not worked directly together in recent years.

## HISTORY WITH THE CITY

Wood Rodgers has experience working with the City on its municipal water system. In 2007, Wood Rodgers provided a detailed evaluation of the City's municipal well field, including assessments of the operating conditions and anticipated remaining service life for all the City's wells and pump stations, and recommendations for repairs or rehabilitation, where warranted. The 2007 study also included an evaluation of water quality and provided treatment options with cost estimates.

Wood Rodgers is the local water expert, with a vast knowledge of the underlying groundwater subbasin and the above-grade water system and infrastructure. Our local project experience includes well field evaluations for the City of Colusa and the City of Williams, and development of Groundwater Management Plans (GMPs) for Reclamation District No. 108, the County of Colusa, and the County of Sutter. In addition to groundwater experience, our Engineers have provided quality engineering services for the modeling and development of the City's Storm Drainage Master Plan. We look forward to continuing our working relationship with the City.

In 2010, BWA prepared a comprehensive water rate study for the City that recommended moving to a 3-tiered rate structure and reducing water allowances. Throughout the study, BWA worked closely with City staff and a Citizen's Advisory Committee to develop the final recommendations. BWA drafted the proposition 218 notice and made several presentations to the City Council who adopted the recommended rates unanimously.

In 2011, BWA updated all the City's development impact fees including the water, wastewater, storm drain, parks and recreation, City Hall, police, fire protection, Community Center, corporation yard, and streets. BWA provided the City with detailed worksheets showing the cost of new facilities divided by the units of development to calculate the final impact fees. Some of the City's fees included buy-in to existing facilities (i.e., existing customers and new customers share the capital costs) and other fees were calculated based on an expansion cost allocated to new growth only.

## RELEVANT PROJECTS

### Colusa + Sutter Counties Groundwater Management Plans | Colusa, CA

Wood Rodgers prepared County-wide Groundwater Management Plans (GMPs) for Colusa County in 2008 and Sutter County in 2012. These GMPs provided hydrogeologic characterizations that included three-dimensional assessments of water quality constituents of concern, groundwater elevation changes over time, maps depicting the direction of groundwater flow, identification of groundwater recharge areas, and a summary of the current groundwater conditions. The reports included Basin Management Objectives (BMOs) that were developed through extensive public outreach programs to gain stakeholder and public concurrence on critical issues related to groundwater.

**Reference** | Daniel Peterson | Yuba County Public Works (formerly Sutter County Public Works) | 915 8th St # 125 | Marysville | CA 95901 | (530) 749-5420

**Reference** | Mary Fahey | California Department of Water Resources (formerly Water Resources Manager, Colusa County) | 715 P Street | Sacramento | CA 95814 | (530) 383-4625

## City of Colusa Well Field Assessment | Colusa, CA

The City of Colusa (City) retained Wood Rodgers to perform comprehensive technical evaluations of the City's well field to determine the operating conditions at each well and pump station. Wood Rodgers conducted a comprehensive data review and assessed water quality at each well to determine the severity and develop optimal solutions for consumer complaints of "dirty" water and a "rotten egg" odor and assessed well construction and operating records to determine the probable remaining life of each well. The data review included static water levels, water quality records, previous pump tests, pump repair records, driller reports, and maintenance records. Wood Rodgers designed and implemented a testing program that assessed the current operating condition of each of the City's five active wells and pump stations, including testing to determine overall pumping plant efficiency, well pump performance, well specific capacity, sand production, and water quality sampling (including analysis of dissolved gases).

Wood Rodgers provided the City with a comprehensive report which included summaries of the construction details for each well and pump station and their current operational condition. The report also included a detailed assessment of water quality problems and provided engineering solutions and cost estimates for several options to improve the water quality.

**Reference** | Jesse Cain | City Manager | City of Colusa | 425 Webster Street | Colusa | CA 95932 | (530) 458-8674

## Water Resources Infrastructure Assessment | Cacheville Community Service District | Yolo, CA

Wood Rodgers provided the Cacheville CSD with a water system infrastructure assessment to identify proposed improvements to meet the water code and industry standards and identify grant funding opportunities to fund the proposed improvements. The major elements performed by Wood Rodgers were 1) performing a complete assessment of the water system infrastructure, including supply and distribution facilities; 2) developing, calibrating and analyzing a model of the water system using InfoWater; 3) preparing a report detailing the infrastructure assessment, identifying deficiencies, and identifying and prioritizing repair/replacement projects in the form of a Capital Improvement Plan (CIP); 4) providing engineering and operational expertise as it relates to the deficiencies identified through the infrastructure assessment, and proposed improvements; and 5) identifying state and federal grants and/or loans that may be available to fund the proposed improvements.

**Reference** | Leo Refsland | General Manager | Cacheville Community Services District | 28963 Main Street | Madison | CA 95653 | (530) 383-4049

## Hydraulic Model Update and Capacity Study | Ventura County Waterworks District No. 8 | Simi Valley, CA

The Ventura County Waterworks District No. 8 contracted with Wood Rodgers to perform a capacity evaluation of the water distribution system. This project included an evaluation of the current minimum design criteria, adequacy of the existing water distribution system, and identification of improvements to ensure the system can serve existing and future water demands. Wood Rodgers tasks included the following: 1) Evaluate and Establish District Planning and Analysis Criteria, 2) Determine Existing and Future Water Demands, 3) Update and Calibrate the Existing Hydraulic Model, 4) Water Distribution System Capacity Analysis, 6) Evaluate Existing Service Area Pressure Boundaries, 7) Analyze Supply and Capacity with Offline Supply Sources, 8) Evaluate Facility Reliability and Redundancy, and 9) Analyze Water System for Pipeline Replacement. The results were documents in a final report.

**Reference** | Michael Kang, PE | Principal Engineer | Ventura County Waterworks District #8 | 2929 Tapo Canyon Road | Simi Valley | CA 93063 | (805) 583-6809

## PROJECT SCHEDULE

Wood Rodgers has developed a detailed project schedule showing completion of the project in December of 2022. The detailed project schedule is included as an Appendix to this proposal.



Appendix | Schedule



## Water Master Plan

ID	Task Name	Duration	Start	Finish	6/12	6/19	6/26	7/3	7/10	7/17	7/24	August 7/31	8/7
1	Notice to Proceed (assumed)	0 days	Tue 6/21/22	Tue 6/21/22		6/21							
2	Task 1: Project Management, Meetings, Workshops and Presentations	138 days	Tue 6/21/22	Thu 12/29/22									
3	Task 1.1: Project Management	27 wks	Tue 6/21/22	Mon 12/26/22									
4	Task 1.2: Meetings and Workshops	70 days	Thu 6/23/22	Thu 9/29/22									
5	Kick-off Meeting	0 days	Thu 6/23/22	Thu 6/23/22		6/23							
6	Staff Workshop	0 days	Thu 7/7/22	Thu 7/7/22				7/7					
7	Progress Meeting #1	0 days	Thu 8/4/22	Thu 8/4/22								8/4	
8	Progress Meeting #2	0 days	Thu 8/25/22	Thu 8/25/22									
9	Progress Meeting #3	0 days	Thu 9/8/22	Thu 9/8/22									
10	Progress Meeting #4	0 days	Thu 9/29/22	Thu 9/29/22									
11	Task 1.3: Council Presentations	45 days	Thu 10/27/22	Thu 12/29/22									
12	Staff Presentation #1	0 days	Thu 10/27/22	Thu 10/27/22									
13	Staff Presentation #2	0 days	Fri 11/18/22	Fri 11/18/22									
14	Council Presentation #1	0 days	Thu 12/1/22	Thu 12/1/22									
15	Council Presentation #2	0 days	Thu 12/29/22	Thu 12/29/22									
16	Task 2: Document Review	10 days	Fri 6/24/22	Thu 7/7/22									
17	Task 2.1: Review Existing Documents	2 wks	Fri 6/24/22	Thu 7/7/22									
18	Task 2.2: Data Collection	2 wks	Fri 6/24/22	Thu 7/7/22									
19	Task 3: Land Use Analysis	20 days	Fri 7/8/22	Thu 8/4/22									
20	Task 3.1: Existing Land Use Data	2 wks	Fri 7/8/22	Thu 7/21/22									
21	Task 3.2: Proposed Land Use	2 wks	Fri 7/22/22	Thu 8/4/22									
22	Task 4: Water Demand Projections	25 days	Fri 7/22/22	Thu 8/25/22									
23	Task 4.1: Determine Existing Demand Conditions	2 wks	Fri 7/22/22	Thu 8/4/22									
24	Task 4.2: Develop Updated Demand & Peaking Factors	2 wks	Fri 8/5/22	Thu 8/18/22									
25	Task 4.3: Determine Future Demand Conditions	2 wks	Fri 8/5/22	Thu 8/18/22									
26	Task 4.4: Evaluate Supply and Demand to Determine Water Loss	1 wk	Fri 8/19/22	Thu 8/25/22									
27	Task 5: Water Supply Evaluation	40 days	Fri 7/8/22	Thu 9/1/22									
28	Task 5.1: Hydrogeology / Well Analysis	6 wks	Fri 7/8/22	Thu 8/18/22									
29	Submit Well Field Evaluation Tech Memo	0 days	Thu 8/18/22	Thu 8/18/22									
30	Task 5.2: Supply Analysis	2 wks	Fri 8/19/22	Thu 9/1/22									
31	Task 5.3: Water Treatment Analysis	2 wks	Fri 8/19/22	Thu 9/1/22									
32	Submit Treatment Alt Tech Memo	0 days	Thu 9/1/22	Thu 9/1/22									
33	Task 6: Hydraulic Model	45 days	Fri 7/8/22	Thu 9/8/22									
34	Task 6.1: Develop Water Model	6 wks	Fri 7/8/22	Thu 8/18/22									
35	Task 6.2: Calibrate Water Model	3 wks	Fri 8/19/22	Thu 9/8/22									
36	Task 7: Distribution System Analysis	15 days	Fri 9/9/22	Thu 9/29/22									
37	Task 7.1: Identify System Deficiencies	3 wks	Fri 9/9/22	Thu 9/29/22									
38	Task 7.2: Identify System Efficiencies	3 wks	Fri 9/9/22	Thu 9/29/22									
39	Task 7.3: Reservoir Capacity Analysis	3 wks	Fri 9/9/22	Thu 9/29/22									
40	Task 8: Water Master Plan Update	65 days	Fri 9/30/22	Thu 12/29/22									
41	Task 8.1: Preliminary Draft Master Plan Update	4 wks	Fri 9/30/22	Thu 10/27/22									
42	Submit Prelim Draft MP to City Staff	0 days	Thu 10/27/22	Thu 10/27/22									
43	City Review	2 wks	Fri 10/28/22	Thu 11/10/22									
44	Task 8.2: Draft Master Plan Update	3 wks	Fri 11/11/22	Thu 12/1/22									
45	Submit Draft MP to City Staff and City Council	0 days	Thu 12/1/22	Thu 12/1/22									
46	City Review	2 wks	Fri 12/2/22	Thu 12/15/22									
47	Task 8.3: Final Master Plan Update	2 wks	Fri 12/16/22	Thu 12/29/22									
48	Task 8.4: Public Outreach Support	9 wks	Fri 10/28/22	Thu 12/29/22									
49	Submit Final MP and Project Files	0 days	Thu 12/29/22	Thu 12/29/22									
50	Task 9: Capital Improvement Program	35 days	Fri 11/11/22	Thu 12/29/22									
51	Task 9.1: Draft CIP	3 wks	Fri 11/11/22	Thu 12/1/22									
52	Submit Draft CIP to City Staff	0 days	Thu 12/1/22	Thu 12/1/22									
53	City Review	2 wks	Fri 12/2/22	Thu 12/15/22									
54	Task 9.2: Final CIP	2 wks	Fri 12/16/22	Thu 12/29/22									
55	Submit Final CIP and Project Files	0 days	Thu 12/29/22	Thu 12/29/22									
56	Task 10: Funding / Financial Evaluation	35 days	Fri 11/11/22	Thu 12/29/22									
57	Task 10.1: Evaluation of Connection Fees and Rates	7 wks	Fri 11/11/22	Thu 12/29/22									
58	Task 10.2: Funding Alternatives	7 wks	Fri 11/11/22	Thu 12/29/22									

Project: Colusa Water MP\_Sche  
Date: Fri 5/20/22

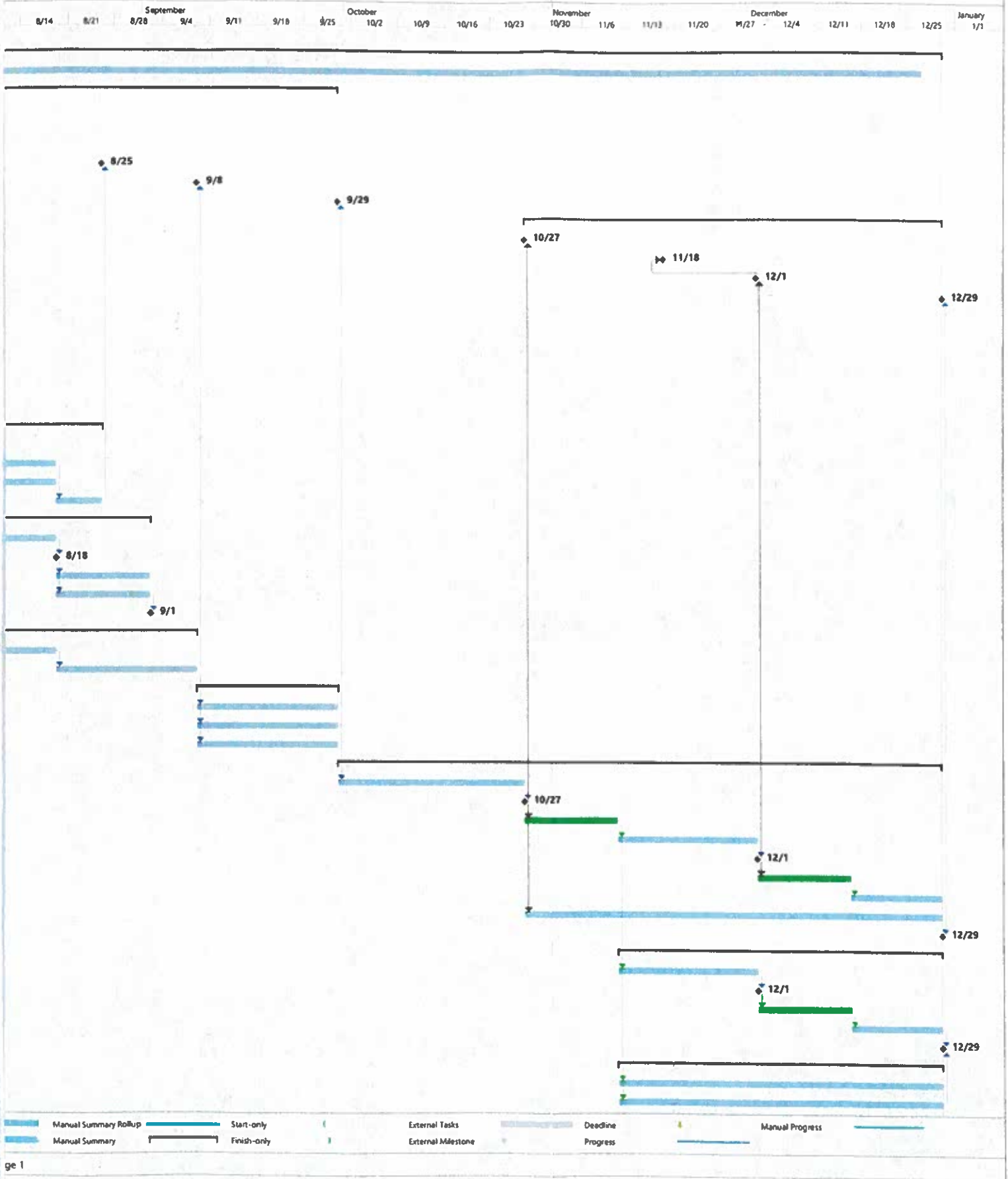
Task  
Split

Milestone  
Summary

Project Summary  
Inactive Task

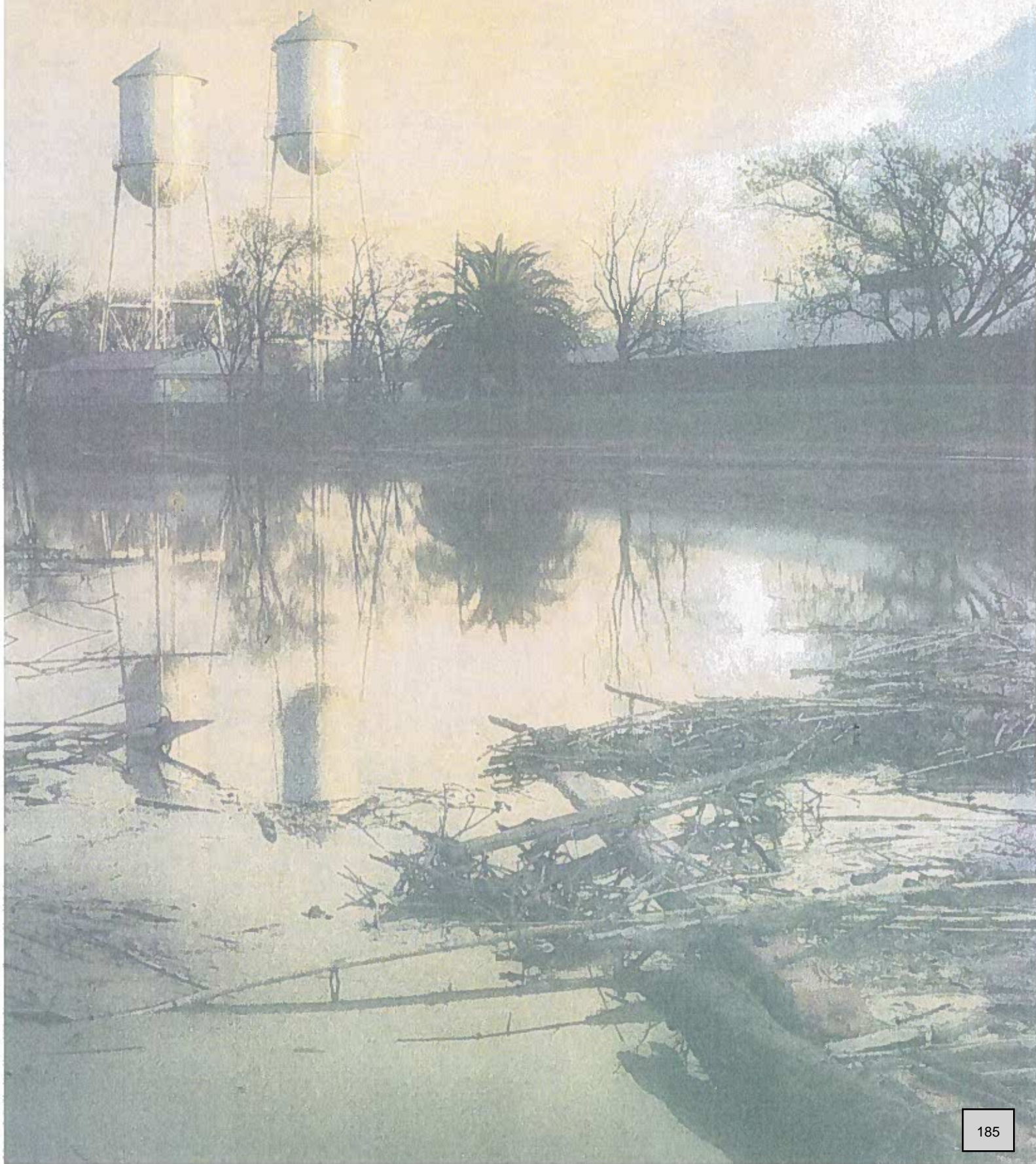
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Inactive Summary

Manual Task  
Duration-only













Item 11.

## WOOD RODGERS

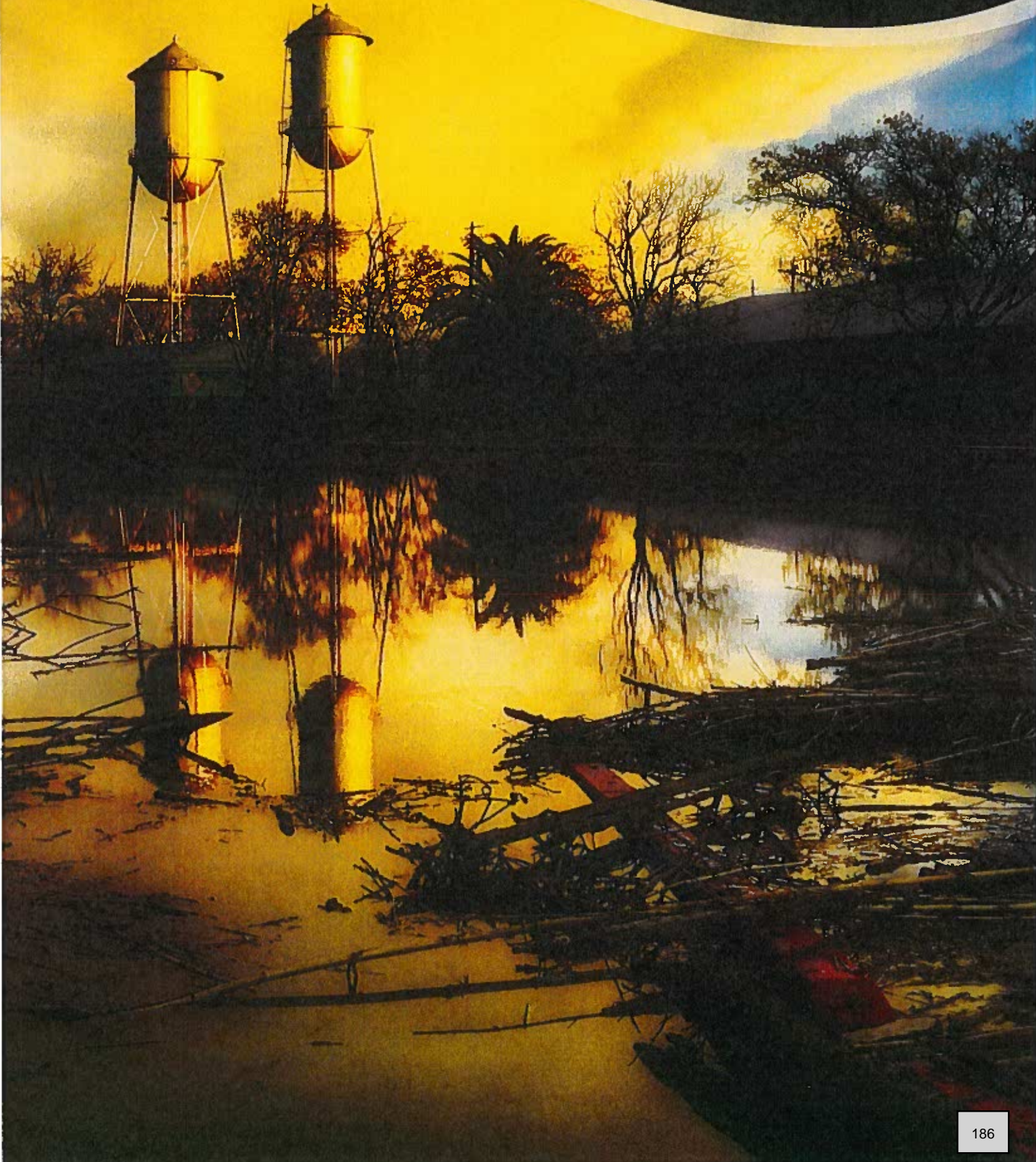
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C Street, Bldg 100-B

Tel: 916.341.7760

Sacramento, CA 95816

Fax: 916.341.7767





# Water Master Plan Update

City of Colusa

## Estimated Project Labor Hours and Fees

Task Description	Principal Engineer II	Principal Engineer I	Principal GIS I	Senior Geologist II	Project Geologist II	Project GIS II	Project Engineer I	Engineer II	Project Coordinator	TOTAL HOURS BY TASK	Subconsultant (Lump Sum)	SUB Mark-up (10%)	DIRECT COSTS	TOTAL COST
2022 Hourly Rates	\$ 275.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 225.00	\$ 205.00	\$ 195.00	\$ 185.00	\$ 150.00					
Task 1: Project Management, Meetings, Workshops and Presentations	50	0	0	8	8	0	0	8	0	74	\$ -	\$ -	\$ 1,000	\$ 19,670
Task 1.1: Project Management	24									24	\$ -	\$ -	\$ -	\$ 6,600
Task 1.2: Meetings and Workshops	10			4	4					18	\$ -	\$ -	\$ 600	\$ 5,070
Task 1.3: Council Presentations	16			4	4			8		32	\$ -	\$ -	\$ 400	\$ 8,000
Task 2: Document Review	4	0	0	0	0	2	0	24	0	30	\$ -	\$ -	\$ -	\$ 5,950
Task 2.1: Review Existing Documents	2					2		16		20	\$ -	\$ -	\$ -	\$ 3,920
Task 2.2: Data Collection	2							8		10	\$ -	\$ -	\$ -	\$ 2,030
Task 3: Land Use Analysis	4	0	2	0	0	12	0	36	0	54	\$ -	\$ -	\$ -	\$ 10,710
Task 3.1: Existing Land Use Data	2					4		16		22	\$ -	\$ -	\$ -	\$ 4,330
Task 3.2: Proposed Land Use	2		2			8		20		32	\$ -	\$ -	\$ -	\$ 6,380
Task 4: Water Demand Projections	8	0	0	0	0	4	0	72	0	84	\$ -	\$ -	\$ -	\$ 16,340
Task 4.1: Determine Existing Demand Conditions	2							16		18	\$ -	\$ -	\$ -	\$ 3,510
Task 4.2: Develop Updated Demand & Peaking Factors	2					4		24		30	\$ -	\$ -	\$ -	\$ 5,810
Task 4.3: Determine Future Demand Conditions	2							20		22	\$ -	\$ -	\$ -	\$ 4,250
Task 4.4: Evaluate Supply and Demand to Determine Water Loss	2							12		14	\$ -	\$ -	\$ -	\$ 2,770
Task 5: Water Supply Evaluation	2	24	0	28	56	0	0	0	0	110	\$ 3,200	\$ 320	\$ 5,000	\$ 20,770
Task 5.1: Hydrogeology / Well Analysis				18	40					58	\$ 3,200	\$ 320	\$ 5,000	\$ 20,770
Task 5.2: Supply Analysis				6	12					18	\$ -	\$ -	\$ -	\$ 3,810
Task 5.3: Water Treatment Analysis	2	24		4	4					34	\$ -	\$ -	\$ -	\$ 8,150
Task 6: Hydraulic Model	8	4	0	0	0	12	0	120	0	144	\$ -	\$ -	\$ -	\$ 27,840
Task 6.1: Develop Water Model	4					12		80		96	\$ -	\$ -	\$ -	\$ 18,360
Task 6.2: Calibrate Water Model	4	4						40		48	\$ -	\$ -	\$ -	\$ 9,480
Task 7: Distribution System Analysis	10	12	0	0	0	0	0	56	0	78	\$ -	\$ -	\$ -	\$ 16,050
Task 7.1: Identify System Deficiencies	4							48		52	\$ -	\$ -	\$ -	\$ 9,980
Task 7.2: Identify System Efficiencies	4	12								16	\$ -	\$ -	\$ -	\$ 4,040
Task 7.3: Reservoir Capacity Analysis	2							8		10	\$ -	\$ -	\$ -	\$ 2,030
Task 8: Water Master Plan Update	36	6	2	0	0	24	16	128	8	220	\$ -	\$ -	\$ 4,000	\$ 48,780
Task 8.1: Preliminary Draft Master Plan Update	12	4	2			16	16	80	8	138	\$ -	\$ -	\$ 750	\$ 27,920
Task 8.2: Draft Master Plan Update	8	2				4		24		38	\$ -	\$ -	\$ 1,750	\$ 9,700
Task 8.3: Final Master Plan Update	8					4		24		36	\$ -	\$ -	\$ 1,250	\$ 8,710
Task 8.4: Public Outreach Support	8									8	\$ -	\$ -	\$ 250	\$ 2,450
Task 9: Capital Improvement Program	12	4	0	0	0	8	0	64	0	88	\$ -	\$ -	\$ -	\$ 17,760
Task 9.1: Draft CIP	8					8		40		60	\$ -	\$ -	\$ -	\$ 12,220
Task 9.2: Final CIP	4							24		28	\$ -	\$ -	\$ -	\$ 5,540
Task 10: Funding / Financial Evaluation	4	0	0	0	0	0	0	0	0	4	\$ 35,000	\$ 3,500	\$ -	\$ 39,600
Task 10.1: Evaluation of Connection Fees and Rates	2									2	\$ 20,000	\$ 2,000	\$ -	\$ 22,550
Task 10.2: Funding Alternatives	2									2	\$ 15,000	\$ 1,500	\$ -	\$ 17,050
TOTAL HOURS	138	50	4	36	64	62	16	508	8	886	\$ 38,200	\$ 3,820	\$ 10,000	\$ 235,430
TOTAL DIRECT COSTS														



## ORDINANCE NO.556

### AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND JOEL GONZALEZ EXTRACTS RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING ("TYPE 7" VOLATILE EXTRACTION) FACILITY LOCATED AT 2876 NIAGARA AVENUE IN COLUSA

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

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because the Project is exempt from further environmental review under CEQA. City of Colusa Planning Staff have concluded with certainty that the Project would have no significant effect on the environment, pursuant to Guidelines Section 15061 (b) (3), because there is no development associated with the proposed draft Ordinance.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the property located at 2876 Niagara Avenue ("Site").

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on April 13, 2022, passed a Resolution by a vote of 5-0 recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance for the Development Agreement, attached hereto and incorporated by reference herein, by and between the City of Colusa and Joel Gonzalez Extracts relative to the manufacturing of cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and Genesis Extracts CA relative to only Type 7 (Volatile Extraction) on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on September 6, 2022, by the following vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano

ABSENT: None.

ABSTAIN: None.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

\_\_\_\_\_  
SHELLY KITTLE, CITY CLERK

ATTACHED:

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND JOEL GONZALEZ EXTRACTS

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Colusa  
425 Webster Street  
Colusa, CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Execution Date"), by and between the **CITY OF COLUSA, a California municipal corporation** ("City") and **Joel Gonzalez Extracts CA** ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

**RECITALS**

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner intends to remodel up to 4,800 square feet of existing interior building space on 1.6 acres of currently developed property (APN: 017-130-084) for the purposes of cannabis extraction, under a Type 7 (Volatile Extraction) California License. The site is more fully described in Exhibit A and shown on the map in Exhibit B.
- D. Owner intends to operate a Cannabis Manufacturing Facility as defined in the City of Colusa City Code. Such Cannabis Manufacturing Facilities shall operate in accordance with the California State cannabis laws, creating a unified regulatory structure for adult use and medical cannabis. Prior to operating a cannabis facility, Owner shall be required to obtain a special use permit and regulatory permit from City.

JOEL GONZALEZ EXTRACTS / CITY OF COLUSA DEVELOPMENT AGREEMENT

Page 1 of 24

Owner and Tenants (if any) shall collectively be referred to in this Agreement as Developers.

- E. Ultimately, Developer intends to obtain all necessary state licenses issued pursuant to MAUCRSA to operate the Cannabis Manufacturing Facility at the Site once such licenses are being issued.
- F. Developers presently intend to develop and open a Cannabis Manufacturing Facility on the Site (featuring 15 employees after the first year) consistent with the California Marijuana Laws and Project Approvals (known as the “Project” as further described below).
- G. On July 18, 2017, City adopted Ordinance 519 permitting Cannabis Manufacturing Facilities in strict compliance with the applicable California laws regulating cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions. Currently, City is updating the City Code to comply with new State cannabis regulations that are in effect as of the date of this Agreement.
- H. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City quarterly fees based on the gross revenue of the Cannabis Manufacturing operations as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Manufacturing Facilities.
- I. The City of Colusa, as “Lead Agency,” has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- J. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan, zoning code and municipal ordinances.
- K. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date.

The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.

- L. The City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below.
- M. After conducting a duly noticed hearing on April 13, 2022, the Planning Commission of the City reviewed, considered and voted 5-0, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on, August 2, 2022, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses, and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents.
- O. Production Fee. "Production Fee" shall mean any cannabis cultivation, processing, testing, distribution, and transportation of cannabis and cannabis products.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word "Owner" as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, *e.g.*, changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Developers hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. Except as otherwise specified herein, the term of this Agreement (the "Term") is 10 years from the date the Owner begins commercial operation at the Project Site ("Operation Date"). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension – Third Party Issues. Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Project's development or the issuance of building or other development related permits (a "Development Limitation") during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third-party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

3.2.1. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.2 Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Cannabis Manufacturing, notwithstanding that the Cannabis Manufacturing may not be in precise technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in Cannabis Manufacturing at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Developers on a form acceptable to the City's Director of Finance to report to the City of the Cannabis Manufacturing distribution and sales, as defined herein, in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly authorized officer of Owner.

4.2. Production Fee. "Production Fee" shall mean a quarterly fee remitted to the City by Owner based on the gross wholesale receipts of its operations, as defined below, in the amount of 3% of gross sales from operations to begin after 8 months of commencement of operation.

4.3. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.4. Land Use Regulations. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation



or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. "Land Use Regulations" do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.4.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.4.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.4.3. The control and abatement of nuisances.

4.4.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.4.5. The exercise of the power of eminent domain.

4.5. "Existing Land Use Regulations" means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.6. Operational Quarter. "Operational Quarter" shall mean any calendar quarter during which any gross revenue of the Project is produced.

5. Fee Payments by Owner. In consideration of City's entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Developers compliance with this Agreement, California medical marijuana laws and the City's municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Quarterly payments of the Production Fee by Owner to the City as specified in Section 6 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis Manufacturing operations.

6. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

6.1. Remittance of Fees; Certified Reports. Within thirty (30) calendar days following the end of each quarterly period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production and Manufacturing, Cultivation and Distribution Fees for that Operational Period as identified in the Certified Report. Owner shall pay Fees to the City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified

Report and any failure to pay Fees when due shall constitute events of default by Developers subject to the default provisions of this Agreement.

6.2. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

6.3. Audit. Within ninety (90) calendar days following the end of each Operational Quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers records regarding Certified Reports and the Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Fees, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production or Nursery Fees, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payment of Fees.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

7.1.1. Developer shall comply with all applicable state regulations governing its manufacturing operations. If permanent regulations are not in place at the time operations commence, Developer shall comply with whatever temporary, interim, or urgency regulations that are in effect pending the State's consideration and adoption of permanent regulations.

7.2. Enhanced Design Requirement. Owner shall submit a design plan for the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum, security fencing and landscaping improvements consistent with the policies in the City's General Plan.

7.3. Maintain & Operate Project. Owner and Tenants shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.

7.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the “Indemnified Parties”) harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers representatives at the “counter” at City Hall as expeditiously as reasonably possible. Upon Owner’s request, or if, in an exercise of City’s own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors (“Private Contractors”) to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner’s sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project’s development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City’s applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Manufacturing Operating Standards adopted by the City Council, which may be amended at the City’s discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner’s compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for,

including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

## 9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a

moratorium or to impose any other limitation that may affect the Project.

10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or

any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

12. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby

authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent which consent will not be unreasonably withheld, provided the entity receiving the Assignment is qualified to conduct business under all City codes and ordinances, and obtains all required state and City permits. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

17.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.



17.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

18. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS] ), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

**If to City:** City of Colusa  
425 Webster Street  
Colusa CA 95932  
Attention: City Manager

With copy to: Jones & Mayer, City Attorney

8150 Sierra College Blvd., Suite 190  
Roseville California 95661  
Attention: Ryan R. Jones, Esq.

**If to Owner:** Joel Gonzalez  
2876 Niagara Ave.  
Colusa, CA 95932

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

19. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

20. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

21. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

24. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

25. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

26. Encumbrances on Real Property.

26.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

26.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

26.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

26.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.2, no Mortgagee will have any obligation or duty under this Agreement to perform the

obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

26.5 Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

27. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

28. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Colusa County, California.

29. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

30. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation

of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

31. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

32. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

33. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

34. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

35. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

36. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

37. Jointly Drafted. It is agreed among the parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

38. Independent Legal Counsel. Each party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

39. Further Cooperation. The parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

40. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the Execution Date.

***Signatures on Next Page***

“CITY”

CITY OF COLUSA, CA  
a California Municipal Corporation

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Thomas Reische, Mayor

Attest:

By: \_\_\_\_\_  
Shelly Kittle, City Clerk

*Approved as to form:*

Jones & Mayer

By: \_\_\_\_\_  
Ryan R. Jones, Esq.  
City Attorney

“Authorized Agent”

By: \_\_\_\_\_  
Joel Gonzalez, Owner

Date: \_\_\_\_\_, 2022



Approved as to form:

By: \_\_\_\_\_  
Attorney for Owner

### ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA                    }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

### ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA                    }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

## EXHIBIT "A"

Item 12.

### Legal Description

A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN MAP RECORDED IN BOOK 4 OF PARCEL MAPS AT PAGE 37 ON FILE IN THE OFFICE OF RECORDER, COUNTY OF COLUSA, STATE OF CALIFORNIA , AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

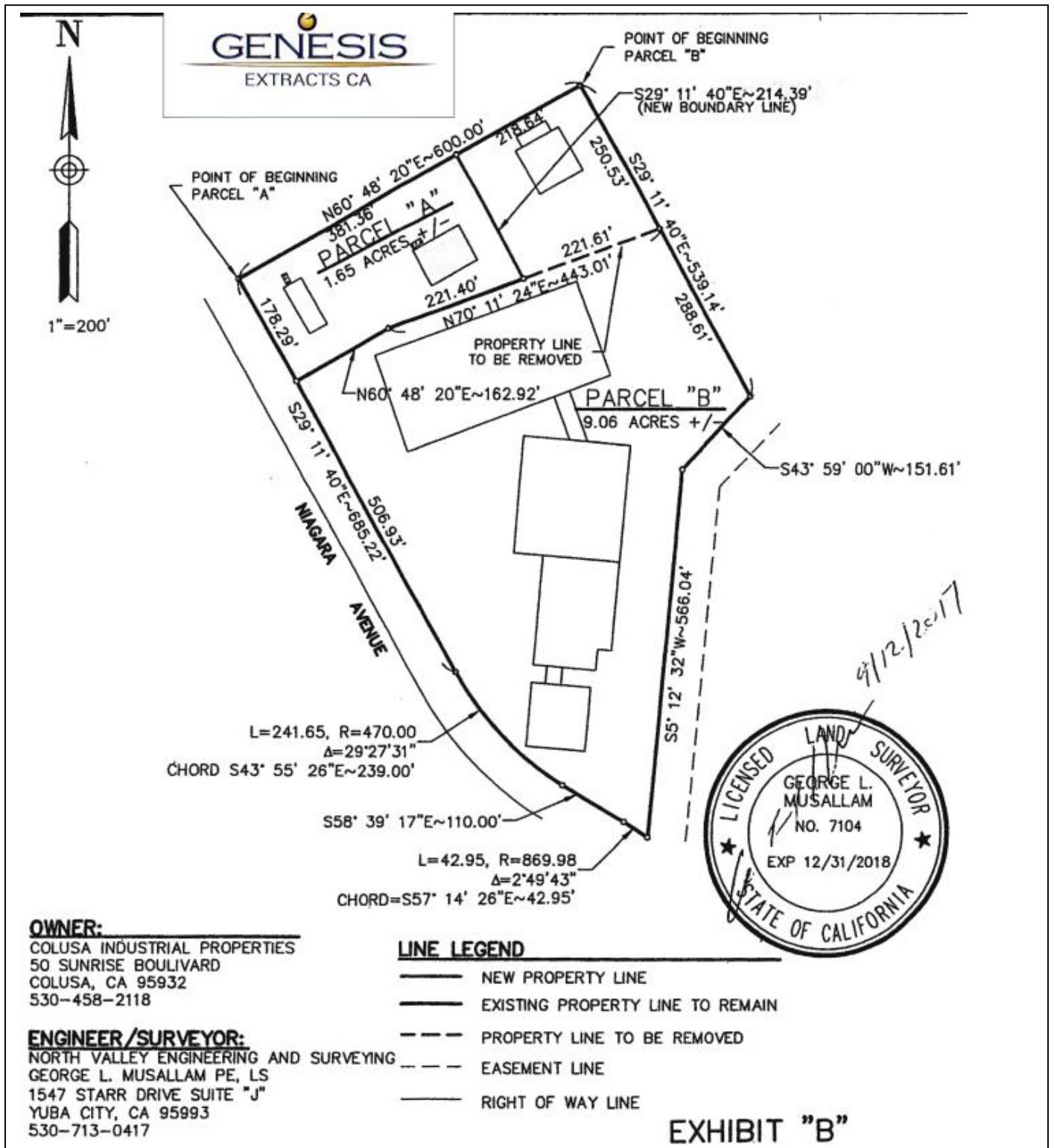
BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 2; THENCE NORTH 60° 48' 20" EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID PARCEL 2 A DISTANCE OF 381.36 FEET; THENCE SOUTH 29° 11' 40" EAST A DISTANCE OF 214.39 FEET; THENCE SOUTH 70° 11' 24" WEST A DISTANCE OF 221.40 FEET; THENCE SOUTH 60° 48' 20" WEST A DISTANCE OF 162.92 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NIAGARA AVENUE; THENCE NORTH 29° 11' 40" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 178.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.65 ACRES +/-.

# EXHIBIT "B"

Item 12.

## Site & Boundary Map



JOEL GONZALEZ EXTRACTS / CITY OF COLUSA DEVELOPMENT AGREEMENT

Page 24 of 24

## ORDINANCE NO. 557

### AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND 5D1S RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2857 NIAGARA AVENUE IN COLUSA

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

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because the Project is exempt from further environmental review under CEQA. City of Colusa Planning Staff have concluded with certainty that the Project would have no significant effect on the environment, pursuant to Guidelines Section 15061 (b) (3), because there is no development associated with the proposed draft Ordinance.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the property located at 2857 Niagara Avenue (“Site”).

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on July 27, 2022, passed a resolution by a vote of 3-0 recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance for the Development Agreement, attached hereto and incorporated by reference herein, by and between the City of Colusa and 5D1S relative to the manufacturing of cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and 5D1S relative to cannabis manufacturing on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on September 6, 2022, by the following vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSENT: None.

ABSTAIN: None.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

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

ATTEST:

\_\_\_\_\_  
SHELLY KITTLE, City Clerk

ATTACHED:

Development Agreement by and between the City Of Colusa and 5D1S



**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Colusa  
425 Webster Street  
Colusa, CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Execution Date"), by and between the **CITY OF COLUSA, a California municipal corporation** ("City") and **Patrick Barros** ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

**RECITALS**

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner intends to remodel up to 4,800 square feet of existing interior building space and construct four new 3,000-sq-ft greenhouses totaling 16,800 square feet on 3.5 acres of partially developed industrial property located at 2857 Niagara Avenue (APN: 017-030-099) for the purposes of cannabis cultivation, distribution. The site is more fully described in Exhibit A and shown on the map in Exhibit B.
- D. Owner intends to operate a Cannabis Manufacturing Facility as defined in the City of Colusa City Code. Such Cannabis Manufacturing Facilities shall operate in accordance with the California State cannabis laws, creating a unified regulatory structure for adult use and medical cannabis. Prior to operating a cannabis facility,

Owner shall be required to obtain a special use permit and regulatory permit from City. Owner and Tenants (if any) shall collectively be referred to in this Agreement as Developers.

- E. Ultimately, Developer intends to obtain all necessary state licenses issued pursuant to MAUCRSA to operate the Cannabis Manufacturing Facility at the Site once such licenses are being issued.
- F. Developers presently intend to develop and open a Cannabis Manufacturing Facility on the Site (including 12 employees) consistent with the California Marijuana Laws and Project Approvals (known as the “Project” as further described below).
- G. On July 18, 2017, City adopted Ordinance 519 permitting Cannabis Manufacturing Facilities in strict compliance with the applicable California laws regulating cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions. Currently, City is updating the City Code to comply with new State cannabis regulations that are in effect as of the date of this Agreement.
- H. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City quarterly fees based on the gross revenue of the Cannabis Manufacturing operations as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Manufacturing Facilities.
- I. The City of Colusa, as “Lead Agency,” has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- J. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan, zoning code and municipal ordinances.
- K. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date.

The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.

- L. The City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below.
- M. After conducting a duly noticed hearing on July 29, 2022, the Planning Commission of the City reviewed, considered and voted \_\_\_\_\_, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on, \_\_\_\_\_, 2022, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses, and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents.
- O. Production Fee. "Production Fee" shall mean any cannabis cultivation, processing, testing, distribution, and transportation of cannabis and cannabis products.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word "Owner" as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, *e.g.*, changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Developers hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. Except as otherwise specified herein, the term of this Agreement (the "Term") is 10 years from the date the Owner begins commercial operation at the Project Site ("Operation Date"). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension – Third Party Issues. Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Project's development or the issuance of building or other development related permits (a "Development Limitation") during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third-party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

3.2.1. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.2. Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Cannabis Manufacturing, notwithstanding that the Cannabis Manufacturing may not be in precise technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3. Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in Cannabis Manufacturing at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Developers on a form acceptable to the City's Director of Finance to report to the City of the Cannabis Manufacturing distribution and sales, as defined herein, in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly authorized officer of Owner.

4.2. Production Fee. "Production Fee" shall mean a quarterly fee remitted to the City by Owner based on the gross wholesale receipts of its operations, as defined below, in the amount of 3% of gross sales from operation.

4.3. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.4. Land Use Regulations. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction

and initial occupancy standards and specifications applicable to the Project. "Land Use Regulations" do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.4.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.4.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.4.3. The control and abatement of nuisances.

4.4.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.4.5. The exercise of the power of eminent domain.

4.5. "Existing Land Use Regulations" means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.6. Operational Quarter. "Operational Quarter" shall mean any calendar quarter during which any gross revenue of the Project is produced.

5. Fee Payments by Owner. In consideration of City's entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Developers compliance with this Agreement, California medical marijuana laws and the City's municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Quarterly payments of the Production Fee by Owner to the City as specified in Section 6 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis Manufacturing operations.

6. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

6.1. Remittance of Fees; Certified Reports. Within thirty (30) calendar days following the end of each quarterly period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production and Manufacturing, Cultivation and Distribution Fees for that Operational Period as identified in the Certified Report. Owner shall pay Fees to the City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified

Report and any failure to pay Fees when due shall constitute events of default by Developers subject to the default provisions of this Agreement.

6.2. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

6.3. Audit. Within ninety (90) calendar days following the end of each Operational Quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers records regarding Certified Reports and the Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Fees, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production or Nursery Fees, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payment of Fees.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

7.1.1. Developer shall comply with all applicable state regulations governing its manufacturing operations. If permanent regulations are not in place at the time operations commence, Developer shall comply with whatever temporary, interim, or urgency regulations that are in effect pending the State's consideration and adoption of permanent regulations.

7.2. Enhanced Design Requirement. Owner shall submit a design plan for the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum, security fencing and landscaping improvements consistent with the policies in the City's General Plan.

7.3. Maintain & Operate Project. Owner and Tenants shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.



7.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the “Indemnified Parties”) harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers representatives at the “counter” at City Hall as expeditiously as reasonably possible. Upon Owner’s request, or if, in an exercise of City’s own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors (“Private Contractors”) to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner’s sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project’s development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City’s applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Manufacturing Operating Standards adopted by the City Council, which may be amended at the City’s discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner’s compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for,

including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

## 9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a

moratorium or to impose any other limitation that may affect the Project.

10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or

any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

#### 11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

12. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby

authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent which consent will not be unreasonably withheld, provided the entity receiving the Assignment is qualified to conduct business under all City codes and ordinances, and obtains all required state and City permits. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

17.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

17.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

18. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS] ), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

**If to City:** City of Colusa  
425 Webster Street  
Colusa CA 95932  
Attention: City Manager

With copy to: Jones & Mayer, City Attorney

8150 Sierra College Blvd., Suite 190  
Roseville California 95661  
Attention: Ryan R. Jones, Esq.

**If to Owner:** Patrick Barros  
2857 Niagara Ave.  
Colusa, CA 95932

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

19. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written

notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

20. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

21. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.



Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

24. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

25. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

## 26. Encumbrances on Real Property.

26.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

26.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and

modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

**26.3 Mortgage Protection.** This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

**26.4 Mortgagee Not Obligated.** Notwithstanding the provisions of Section 26.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

**26.5 Written Notice of Default.** Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

**27. Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

**28. Governing Law and Venue.** This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Colusa County, California.

29. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

30. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

31. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

32. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

33. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

34. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

35. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

36. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

37. Jointly Drafted. It is agreed among the parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

38. Independent Legal Counsel. Each party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

39. Further Cooperation. The parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

40. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the Execution Date.

***Signatures on Next Page***

**“CITY”**

CITY OF COLUSA, CA  
a California Municipal Corporation

Date: \_\_\_\_\_, 2022

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

Mayor

Attest:

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

City Clerk

*Approved as to form:*

Jones & Mayer

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

Ryan R. Jones, Esq.  
City Attorney

**“Authorized Agent”**

Patrick Barros

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

Date: \_\_\_\_\_, 2022

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

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

*Approved as to form:*

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

Attorney for Owner

### ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA                    }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

### ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA                    }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary



## EXHIBIT “A”

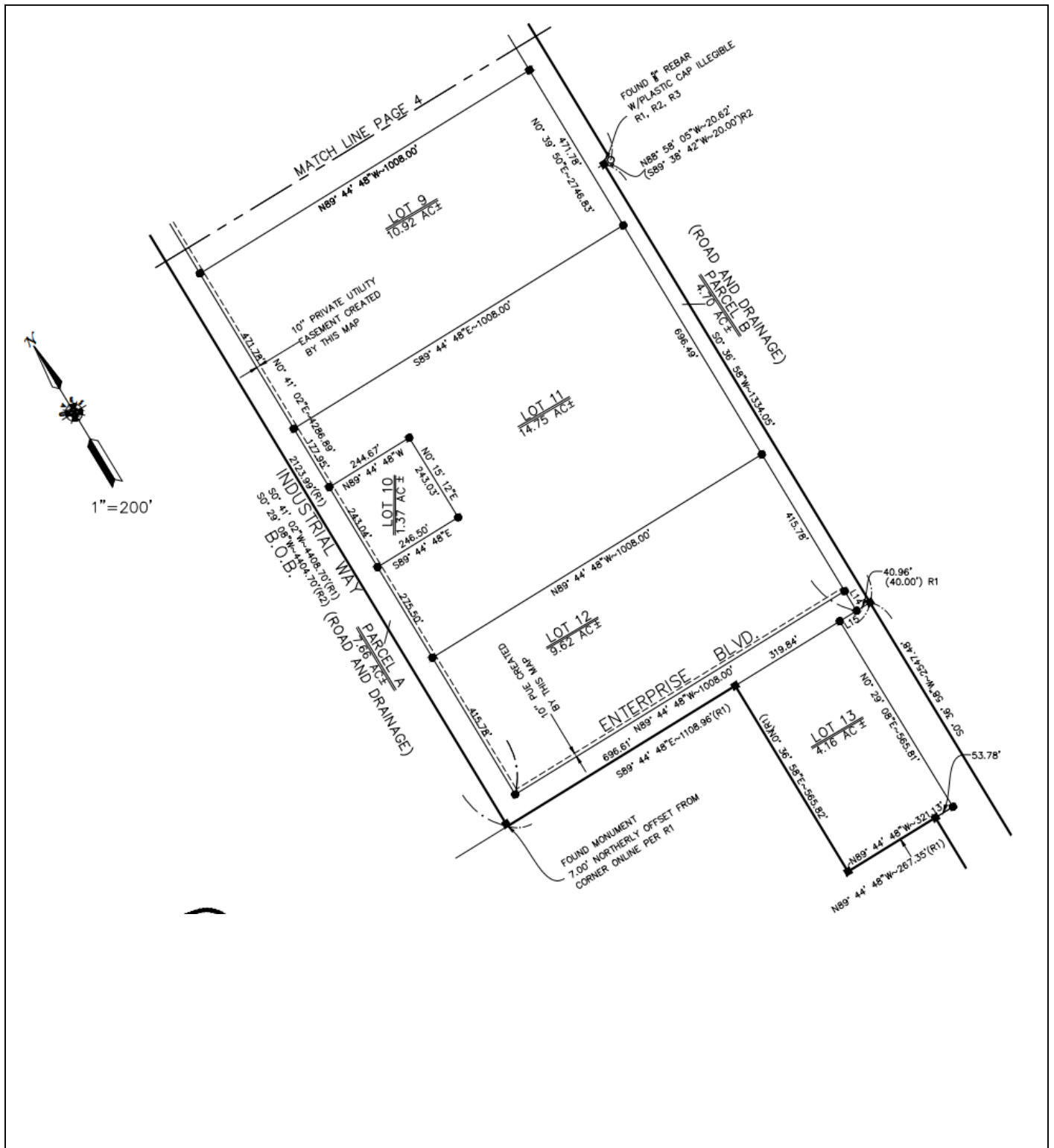
Item 13.

### Legal Description

Pending

## EXHIBIT “B”

## Site & Boundary Map



## ORDINANCE NO. 558

### AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND XO PATRICK ORGANIC CROP SOLUTIONS, LLC RELATIVE TO THE OPERATION OF A CANNABIS MANUFACTURING FACILITY LOCATED AT 2959 DAVISON COURT IN COLUSA

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

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because the Project is exempt from further environmental review under CEQA. City of Colusa Planning Staff have concluded with certainty that the Project would have no significant effect on the environment, pursuant to Guidelines Section 15061 (b) (3), because there is no development associated with the proposed draft Ordinance.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the property located at 2959 Davison Court (“Site”).

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on July 27, 2022, passed a Resolution by a vote of 3-0 recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance for the Development Agreement, attached hereto, and incorporated by reference herein, by and between the City of Colusa and Xo, Organic Crop Solutions, LLC relative to the manufacturing of cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and XO, Organic Crop Solutions, LLC relative to cannabis manufacturing on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on September 6, 2022, by the following vote:

AYES: Hill, Vaca, Conrado and Reische.

NOES: Ponciano.

ABSENT: None.

ABSTAIN: None.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

\_\_\_\_\_  
SHELLY KITTLE, City Clerk

ATTACHED:

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND XO  
ORGANIC CROP SOLUTIONS, LLC

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Colusa  
425 Webster Street  
Colusa, CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Execution Date"), by and between the **CITY OF COLUSA, a California municipal corporation** ("City") and **XO Cannabis/Organic Crop Solutions, LLC** ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

**RECITALS**

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner intends to occupy an existing 2,400-sq-ft metal building on 1.22 acres of developed industrial property located at 2959 Davison Court (APN: 017-130-105) for the purposes of cannabis cultivation and distribution. The site is more fully described in Exhibit A and shown on the map in Exhibit B.
- D. Owner intends to operate a Cannabis Manufacturing Facility as defined in the City of Colusa City Code. Such Cannabis Manufacturing Facilities shall operate in accordance with the California State cannabis laws, creating a unified regulatory structure for adult use and medical cannabis. Prior to operating a cannabis facility,

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Owner shall be required to obtain a special use permit and regulatory permit from City. Owner and Tenants (if any) shall collectively be referred to in this Agreement as Developers.

- E. Ultimately, Developer intends to obtain all necessary state licenses issued pursuant to MAUCRSA to operate the Cannabis Manufacturing Facility at the Site once such licenses are being issued.
- F. Developers presently intend to develop and open a Cannabis Manufacturing Facility on the Site consistent with the California Marijuana Laws and Project Approvals (known as the "Project" as further described below).
- G. On July 18, 2017, City adopted Ordinance 519 permitting Cannabis Manufacturing Facilities in strict compliance with the applicable California laws regulating cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions. Currently, City is updating the City Code to comply with new State cannabis regulations that are in effect as of the date of this Agreement.
- H. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City quarterly fees based on the gross revenue of the Cannabis Manufacturing operations as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Manufacturing Facilities.
- I. The City of Colusa, as "Lead Agency," has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- J. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City's General Plan, zoning code and municipal ordinances.
- K. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date.

The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.

- L. The City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below.
- M. After conducting a duly noticed hearing on July 29, 2022, the Planning Commission of the City reviewed, considered and voted 3-0, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on, September 6, 2022, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses, and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents.
- O. Production Fee. "Production Fee" shall mean any cannabis cultivation, processing, testing, distribution, and transportation of cannabis and cannabis products.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word "Owner" as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, *e.g.*, changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.



2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Developers hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. Except as otherwise specified herein, the term of this Agreement (the "Term") is 10 years from the date the Owner begins commercial operation at the Project Site ("Operation Date"). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension – Third Party Issues. Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Project's development or the issuance of building or other development related permits (a "Development Limitation") during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third-party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

3.2.1. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.2 Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Cannabis Manufacturing, notwithstanding that the Cannabis Manufacturing may not be in precise technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in Cannabis Manufacturing at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Developers on a form acceptable to the City's Director of Finance to report to the City of the Cannabis Manufacturing distribution and sales, as defined herein, in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly authorized officer of Owner.

4.2. Production Fee. "Production Fee" shall mean a quarterly fee remitted to the City by Owner based on the gross wholesale receipts of its operations, as defined below, in the amount of 3% of gross sales from operations.

4.3. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.4. Land Use Regulations. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction

and initial occupancy standards and specifications applicable to the Project. "Land Use Regulations" do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.4.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.4.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.4.3. The control and abatement of nuisances.

4.4.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.4.5. The exercise of the power of eminent domain.

4.5. "Existing Land Use Regulations" means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.6. Operational Quarter. "Operational Quarter" shall mean any calendar quarter during which any gross revenue of the Project is produced.

5. Fee Payments by Owner. In consideration of City's entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City ensuring Developers compliance with this Agreement, California medical marijuana laws and the City's municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Quarterly payments of the Production Fee by Owner to the City as specified in Section 6 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis Manufacturing operations.

6. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

6.1. Remittance of Fees; Certified Reports. Within thirty (30) calendar days following the end of each quarterly period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production and Manufacturing, Cultivation and Distribution Fees for that Operational Period as identified in the Certified Report. Owner shall pay Fees to the City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified

Report and any failure to pay Fees when due shall constitute events of default by Developers subject to the default provisions of this Agreement.

6.2. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

6.3. Audit. Within ninety (90) calendar days following the end of each Operational Quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers records regarding Certified Reports and the Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Fees, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production or Nursery Fees, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payment of Fees.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

7.1.1. Developer shall comply with all applicable state regulations governing its manufacturing operations. If permanent regulations are not in place at the time operations commence, Developer shall comply with whatever temporary, interim, or urgency regulations that are in effect pending the State's consideration and adoption of permanent regulations.

7.2. Enhanced Design Requirement. Owner shall submit a design plan for the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum, security fencing and landscaping improvements consistent with the policies in the City's General Plan.

7.3. Maintain & Operate Project. Owner and Tenants shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.

7.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon Owner's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project's development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Manufacturing Operating Standards adopted by the City Council, which may be amended at the City's discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for,

including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing, or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a

moratorium or to impose any other limitation that may affect the Project.

10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or

any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

#### 11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

12. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby



authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent which consent will not be unreasonably withheld, provided the entity receiving the Assignment is qualified to conduct business under all City codes and ordinances, and obtains all required state and City permits. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

17.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

**17.2 Meet and Confer.** Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

**18. Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS] ), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

**If to City:** City of Colusa

425 Webster Street  
Colusa CA 95932  
Attention: City Manager

With copy to: Jones & Mayer, City Attorney

8150 Sierra College Blvd., Suite 190  
Roseville California 95661  
Attention: Ryan R. Jones, Esq.

**If to Owner:**

XO Cannabis/ Organic Crop Solutions LLC  
C/O Patrick Griffith  
2959 Niagara Ave.  
Colusa, CA 95932

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

**19. Breach and Remedies.** Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify

Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

20. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

21. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

24. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

25. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

26. Encumbrances on Real Property.

26.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

26.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and

modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

**26.3 Mortgage Protection.** This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

**26.4 Mortgagee Not Obligated.** Notwithstanding the provisions of Section 26.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

**26.5 Written Notice of Default.** Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

**27. Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

**28. Governing Law and Venue.** This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Colusa County, California.

29. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

30. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

31. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

32. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

33. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

34. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

35. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

36. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

37. Jointly Drafted. It is agreed among the parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

38. Independent Legal Counsel. Each party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

39. Further Cooperation. The parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

40. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the Execution Date.

***Signatures on Next Page***

**"CITY"**

CITY OF COLUSA, CA  
a California Municipal Corporation

Date: \_\_\_\_\_, 2022

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

Mayor

Attest:

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

City Clerk

*Approved as to form:*

Jones & Mayer

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

Ryan R. Jones, Esq.  
City Attorney

**"Authorized Agent"**

Patrick Griffith

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

Date: \_\_\_\_\_, 2022

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

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

*Approved as to form:*

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

Attorney for Owner



### ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA            }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

### ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA                    }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

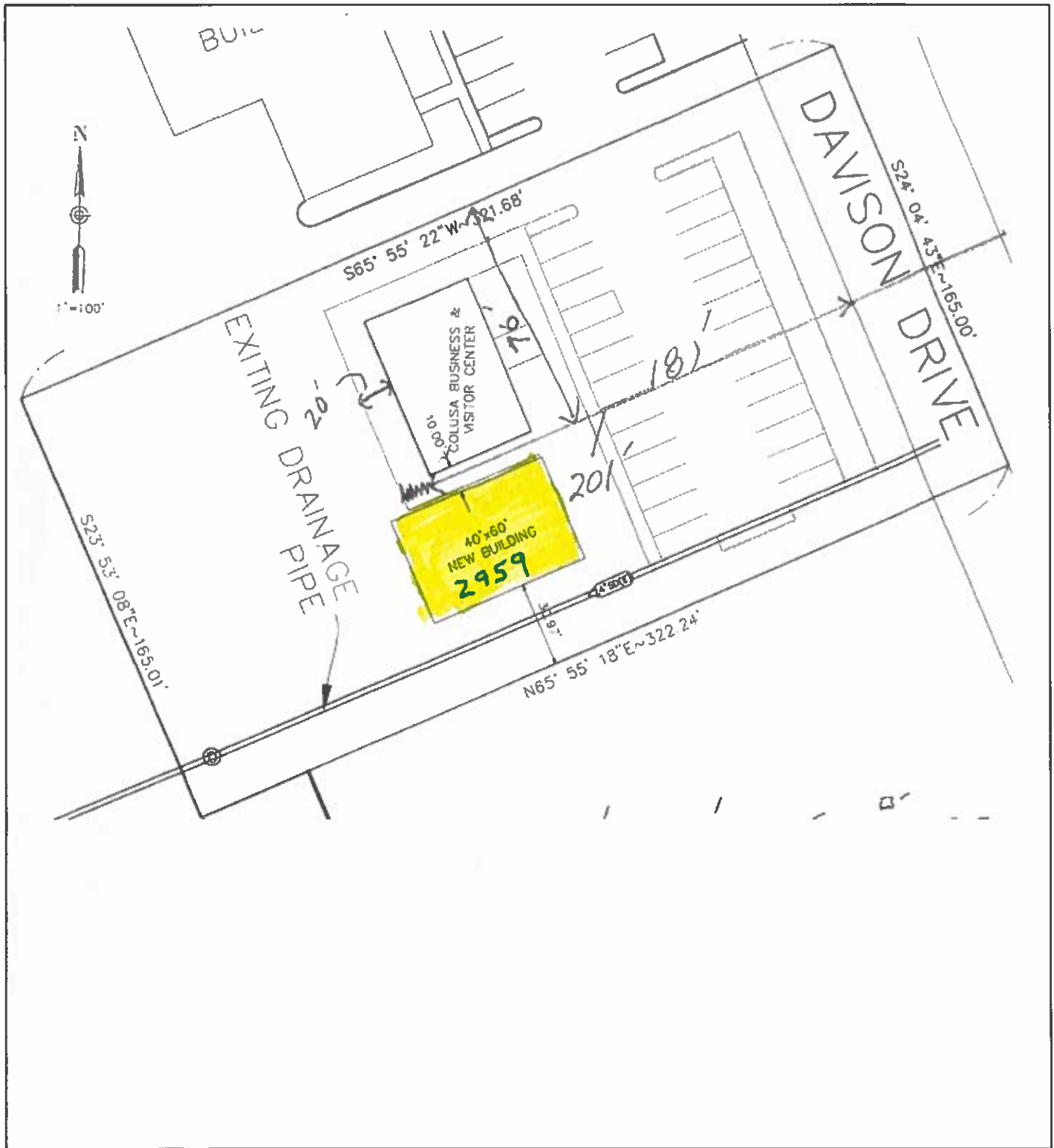
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

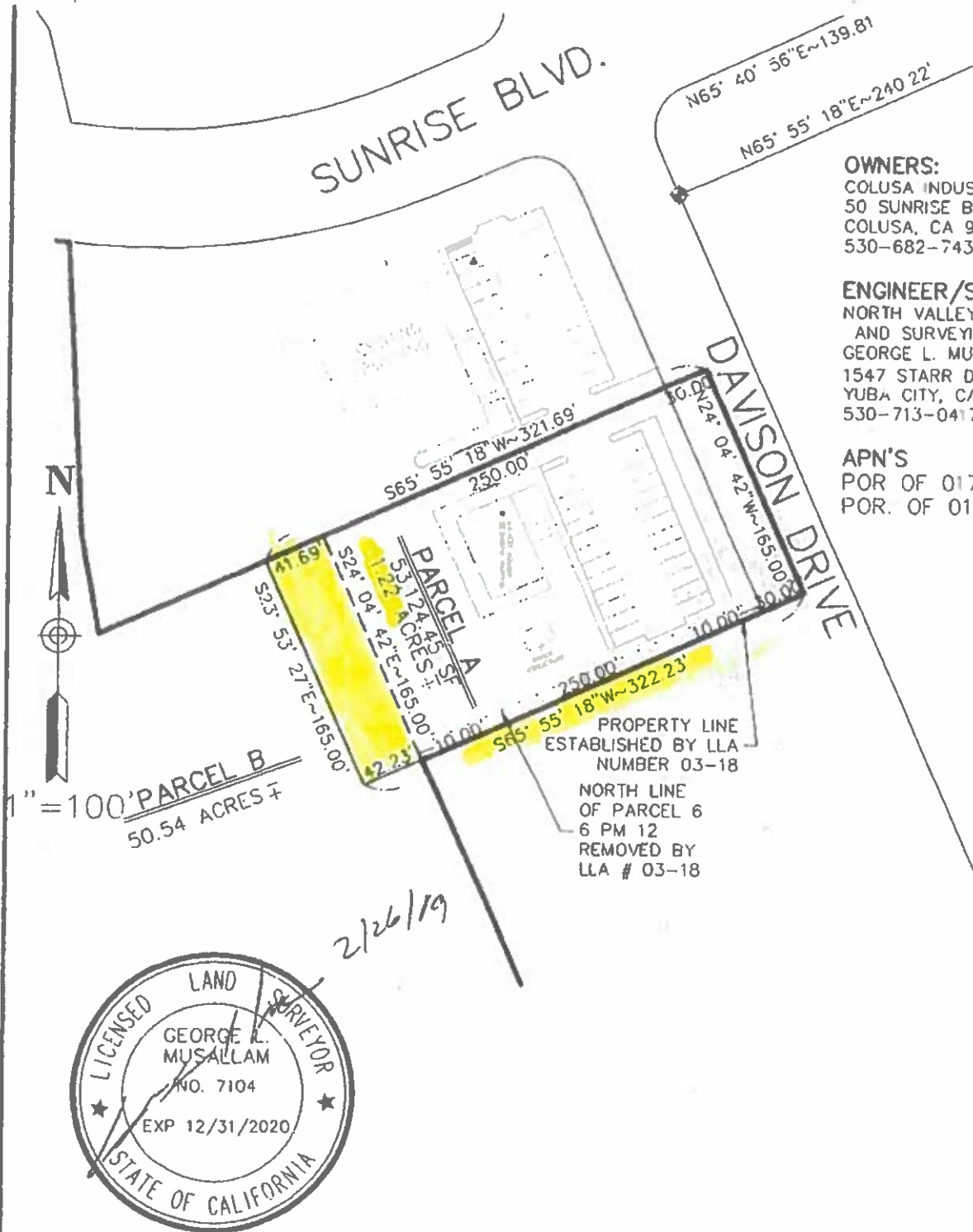
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

## Site &amp; Boundary Map





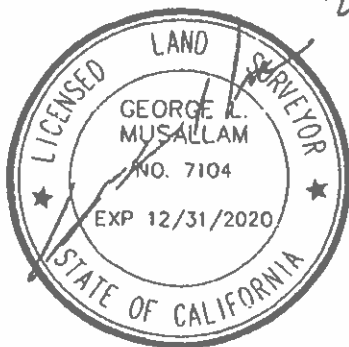
**OWNERS:**  
COLUSA INDUSTRIAL PROPERTIES  
50 SUNRISE BOULEVARD  
COLUSA, CA 95932  
530-682-7431

**ENGINEER/SURVEYOR:**  
NORTH VALLEY ENGINEERING  
AND SURVEYING  
GEORGE L. MUSALLAM PE, LS  
1547 STARR DRIVE SUITE "J"  
YUBA CITY, CA 95993  
530-713-0417

**APN'S**  
POR OF 017-130-059 &  
POR. OF 017-130-081

PROPERTY LINE  
ESTABLISHED BY LLA  
NUMBER 03-18

NORTH LINE  
OF PARCEL 6  
6 PM 12  
REMOVED BY  
LLA # 03-18



**LINE LEGEND**

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE TO REMAIN
- - - PROPERTY LINE TO BE REMOVED
- - - EASEMENT LINE
- RIGHT OF WAY LINE

**EXHIBIT "B"**  
**LLA 01-19**

**COLUSA INDUSTRIAL PROPERTIES**  
BEING A PORTION OF JIMENO RANCHO  
T. 15 N., R. 1 W., M.D.B. & M.,  
COUNTY OF COLUSA  
STATE OF CALIFORNIA

**RECEIVED**

SEP 15 2022

## City of Colusa

Office Use Only	
Date Received	9/15/2022
Routing Date	
Date approved	
Notice Sent	
Insurance Cert. Rec'd	

Item 15.

CITY OF COLUSA

## Application for

Temporary Street Closure, Parades, Special Events and Festivals

NAME OF EVENT: JAMESON'S ON 5TH  
 RIBBON CUTTING / GRAND OPENING / COSTUME PARTY  
 DATE OF EVENT: FRI OCT 28, 2022

Please read carefully:

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

**Contact Information:** (Please print)

Organization	Jameson's On 5th	Phone (day)	530-440-5286
Contact Person	Ashley Ombaum	Phone (evening)	530-440-5286
Address	138 5th St	Fax	
City	Colusa CA	E-mail Address	JamesonsOn5th@yahoo.com
Zip Code	95932		
Alternate Contact	Carolee Ombaum	530-908-7423	

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

**Event Details:**

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
138 5th St COLUSA	10.28.22	3 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	10.29.22	1 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm

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

**Type of Event:**Parade ☐Cycling ☐Event/Festival ☒

Please Specify \_\_\_\_\_

Walkathon ☐Run ☐Other ☐**Attendance:**Number of Participants 150±Number of Floats —Number of Booths/Stalls —Number of Vehicles —

\*Please provide best estimates\*

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

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

Narrative: RIBBON CUTTING / GRAND OPENING / COSTUME HALLOWEEN PARTY, BAND OUTSIDE IN FRONT OF JAMESONS / PORTABLE BAR OUTSIDE / LIGHTS / TABLES / CHAIRS & TRASH THROUGHOUT EVENT.

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

Signature of Person Submitting Application: AshleeDate: 9/15/2022**Office Use Only**

Public Works \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

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

Comments: \_\_\_\_\_

Recreation \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

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

Comments: \_\_\_\_\_

Street/Parks \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

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

Comments: \_\_\_\_\_

Fire Dept. \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

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

Comments: \_\_\_\_\_

Police Dept. \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

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

Comments: \_\_\_\_\_

City Manager Review \_\_\_\_\_

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

Comments: \_\_\_\_\_



## City of Colusa California

### STAFF REPORT

**DATE:** October 4, 2022  
**TO:** Mayor Reische and Members of the City Council  
**FROM:** Jesse Cain, City Manager, and Ryan Jones, City Attorney

#### AGENDA ITEM:

Hold first reading, read by title only, and set for second reading an Ordinance to amend Sections 3-17 and 3-18 of the Colusa Municipal Code to allow the sale of alcohol at cardrooms.

**Recommendation:** Listen to public comment and consider holding first reading of the ordinance to amend the Colusa Municipal Code Sections 3-17 and 3-18.

#### BACKGROUND ANALYSIS:

On or about July 8<sup>th</sup>, 2022, the City of Colusa, through its City Attorney, sent proposed amendments to its municipal code to the California Bureau of Gambling Control. The proposed amendments were submitted to the Bureau for review and comment prior to their adoption by the Colusa City Council as required by Business and Professions Code section 19961.1. The proposed amendments concerned changed to sections 3-17 and 3-18 of the Colusa Municipal Code.

In its current form, section 3-17 provides that it is unlawful for any “owner, operator, tenant or person in control” of a gambling establishment to “sell, dispense, give, serve or deliver” any intoxicating liquor or alcoholic beverage to any person participating in the play of a controlled game.

The proposed amendments to section 3-17 provide that it is unlawful for the “owner or operator” of a gambling establishment to sell liquor on the premises, but that beer and wine may be sold between the hours of 6:00 a.m. and 2:00 a.m. In addition, the proposed amendments to this section would make it unlawful for the owner or operator of a gambling establishment, or any other person, to sell, dispense, give, or serve any alcoholic beverage to any participant in a controlled game, or any patron, on the premises, including the parking lot, of the gambling establishment, between the hours of 2:00 a.m. and 6:00 a.m. The amendment would also make it unlawful for an owner or operator, or any other person, to knowingly allow the consumption of alcoholic beverages on the premises or parking lot of a gambling establishment between the hours of 2:00 a.m. and 6:00 a.m.

Section 3-18 currently provides that it is unlawful for the “owner, operator, tenant or person in

control” of a gambling establishment to knowingly permit an intoxicated person to participate in the play of a controlled game.

The proposed amendments to section 3-18 would provide that the “owner or operator . . . or person in charge or control” of a gambling establishment shall not knowingly permit an intoxicated person to participate in the play of a controlled game. The change is a cosmetic one.

In sum, these amendments allow for beer and wine to be sold on the premises of certain gambling establishments located in the City of Colusa and have been adjudged consistent with the requirements of the Gambling Control Act.

**BUDGET IMPACT:**

None

**STAFF RECOMMENDATION:**

Take direction from the City Council

**ATTACHMENT:**

Amended Municipal Code Sections 3-17 and 3-18



## CHAPTER 3. AMUSEMENTS.<sup>1</sup>

### Article III. Cardrooms.<sup>4 2</sup>

#### Sec. 3-9. Permits—Required.

No person shall keep or maintain or permit to be kept or maintained in any building, place or premises owned, managed, supervised, possessed or controlled by him in the city, any tables which are used by the public or offered for use by the public for the playing of cards, and for the use of which a fee or compensation is charged players, without first obtaining a permit from the city council so to do.

(Ord. No. 152, § 1.)

#### Sec. 3-10. Same—Application.

A written application for permits under this article shall be filed with the city clerk, upon forms to be provided by him, and shall contain the following information:

- (a) The name, occupation, business status and residence address of the applicant.
- (b) The location and ownership of the premises for which the permit is sought.
- (c) The number of tables for which the permit is sought.
- (d) Such further information as the city council may require.

(Ord. No. 152, § 2.)

#### Sec. 3-11. Same—Approval by chief of police.

The city council shall submit each application under this article to the chief of police who shall inspect the tables and the premises in question and investigate the moral character of the applicant and secure his fingerprints. The chief of police shall not approve any application unless he is satisfied that the applicant is of good

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<sup>1</sup>Cross reference(s)—As to license fees for riding academies, see § 10-40 of this Code. As to license fees for pinball machines, see § 10-40. As to license fees for motion pictures, see § 10-40. As to license fees for miniature golf courses, private driving courses or putting greens, see § 10-40. As to license fees for jukeboxes and music machines, see § 10-40. As to license fees for shooting galleries, see § 10-40. As to license fees for skating rinks, see § 10-40. As to license fees for boxing and wrestling, see § 10-40. As to license fees for amusement concessions and amusement devices, see § 10-40. As to license fees for carnivals and fairs, see § 10-40. As to license fees for circuses, menageries and wild west shows, see § 10-40.

<sup>2</sup>4.

As to license fees for cardrooms, see § 10-40 of this Code.

moral character, and that the operation of the cardroom at the premises proposed would not constitute a violation of any state law or of this Code or any other ordinance of the city.

(Ord. No. 152, § 2.)

### **Sec. 3-12. Same—Denial.**

The city council may deny any application for a permit under this article if, after investigating the matter, it determines that it will be injurious to the public health, safety, welfare or morals of the people of the city to operate such cardroom upon the premises for which the permit is sought.

(Ord. No. 152, § 2.)

### **Sec. 3-13. Same—License fee for operation.**

Every person engaged in managing, possession of or conducting the business of maintaining a place where tables are used by the public for the playing of cards and for the use of which a fee or compensation is charged players, in addition to obtaining the permit required by this article, shall pay a license fee as specified in section 10-40, in advance. Persons commencing business after the beginning of the license year may procure a license for the remainder of that year by paying the proportion of the license tax provided for such business, that such remainder of the year bears to the full year.

(Ord. No. 152, § 3.)

### **Sec. 3-14. Same—Transferability; suspension and revocation.**

Permits and licenses issued under this article shall not be transferable and any attempted transfer shall render the permit and license in question invalid.

Permits under this article may be suspended or revoked by the city council upon conviction for a violation of any of the provisions of this article or when in the opinion of the city council the continued operation for such place or establishment will be injurious to the public health, safety, welfare or morals of the people of the city.

(Ord. No. 152, § 9.)

### **Sec. 3-15. Number of tables allowed.**

No person shall maintain at any time in any place or establishment regulated by this article a greater number of card tables than set forth in such application for which a permit is granted.

(Ord. No. 152, § 5.)

### **Sec. 3-16. Hours of operation.**

All cardrooms subject to the provisions of this article shall cease operations and remain closed between the hours of 2:00 A.M., and 9:00 A.M. of each day.

(Ord. No. 152, § 4.)

**Sec. 3-17. Sale and consumption of alcoholic beverages.**

It shall be unlawful for an owner or operator of a cardroom to sell liquor on the premises. Notwithstanding, an owner or operator of a cardroom may, in compliance with Chapter 9B of this code, sell beer and wine on the premises between the hours of 6:00 a.m. and 2:00 a.m.

It shall be unlawful for any owner or operator of a cardroom, or for any other person, to sell, dispense, give, serve or deliver to any participant or patron on the premises, including in the parking lot, any alcoholic beverage between the hours of 2:00 a.m. and 6:00 a.m.

Between the hours of 2:00 a.m. and 6:00 a.m., an owner or operator of a cardroom shall not knowingly permit the consumption of alcoholic beverages on the premises or in the parking lot which the cardroom uses for its patrons.

(Ord. No. .)

**Sec. 3-18. Presence of intoxicated persons.**

No owner or operator of a cardroom or other person in charge or control of a cardroom shall knowingly permit any person while under the influence of intoxicating liquor or alcoholic beverage to participate either directly or indirectly in any game played at any table within a cardroom.

(Ord. No. 152, § 8.)

**Sec. 3-19. Presence of minors.**

No proprietor nor person having charge of any establishment open to the public for playing cards where a fee or compensation is charged players in the city shall suffer or permit any person under the age of twenty-one years to enter, be in, remain in or visit such establishment.

(Ord. No. 152, § 10.)

**Sec. 3-20. Entire premises to be open and accessible.**

No card table whereupon card games may be played shall be maintained behind any closed, locked or barred door at any place of business in the city. The main entrance of any premises for which any permit has been issued pursuant to this article shall at all times remain unlocked and unbarred while any games are being played upon the premises; and at all such times all premises where any games are being played shall be kept in such condition as to be accessible for inspection to all police officers. No permit for the conduct of any card game shall be issued for any portion of any premises unless such portion is in close proximity to and readily accessible by all police officers from the main entrance of such premises.

(Ord. No. 152, § 12.)

**Sec. 3-21. Permits required for employees.**

Every employee of any person licensed to operate an establishment open to the public for playing cards where a fee or compensation is charged players shall prior to his employment secure a permit from the chief of police. The application for such permit shall be accompanied by fingerprints of the applicant and shall contain all information deemed relevant by the chief of police. The chief of police shall not approve any application unless he is satisfied that the applicant is of good moral character.

(Ord. No. 152, § 11.)

### **Sec. 3-22. Exceptions from applicability of article.**

The provisions of this article shall not apply to the cardrooms of recognized fraternal organizations operating under charter from the head of such organization, not open to the general public, and whose membership is restricted to those persons regularly and formally elected to membership therein and paying regular dues to such organization, but such exceptions shall not extend to any organization operated and maintained principally for the purpose of conducting or permitting the conduct of card games.

The provisions of this article shall not apply to any occasional card game sponsored by any fraternal, religious or social group in an establishment which is not primarily used by the public for the playing of cards.

No license for such establishment shall be issued by the license collector unless the applicant therefor has a valid permit in effect covering the specific location in question.

(Ord. No. 152, § 3.)

## **Article IV. Bingo Games.**

### **Sec. 3-25. Enabling section.**

Charitable organizations are hereby authorized to conduct bingo games within the city limits of Colusa subject to the restrictions imposed by this article and California Penal Code section 326.5.

(Ord. No. 345, § 1.)

### **Sec. 3-26. Definition of bingo.**

As used in this chapter "bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card which conform to numbers or symbols selected at random and shall also include cards having numbers or symbols which are concealed and pre-printed in a manner providing for distribution of prizes.

(Ord. No. 345, § 1.)

### **Sec. 3-27. Organizations eligible for a city license to conduct bingo games.**

Only organizations which are exempt from the payment of the bank and corporation tax by sections 23701 (a), 23701 (b), 23701 (d), 23701 (e), 23701 (f), 23701 (g), and 23701 (1) of the Revenue and Taxation Code and Mobilehome Park Associations and Senior Citizen Organizations so long as the receipts of such games are used for charitable purposes, are eligible for a license to conduct bingo games.

(Ord. No. 345, § 1.)

### **Sec. 3-28. Application for license.**

Eligible organizations desiring to obtain such license to conduct bingo games in the city shall file an application in writing with the chief of police on a form to be provided. All licenses must be approved by the chief of police. The license shall be issued yearly and expire each year on June 30.

(Ord. No. 345, § 1.)

### **Sec. 3-29. Contents of the application.**

The application shall contain the following:

- (a) Name and nature of the applicant organization.
- (b) The particular property within the city including the street number owned or leased by the applicant used by such applicant for an office or for performance of the purpose for which the applicant is organized, on which property bingo games will be conducted, together with the occupancy capacity of such place.
- (c) The name and signature of at least two officers including the presiding officer of the organization.
- (d) Whether the premises used for bingo are leased or owned by the organization.
- (e) Proposed day of the week and hours of day for conduct of bingo games.
- (f) The applicant has read and agrees to conduct bingo games in strict accordance with the provisions of section 326.5 of the Penal Code and this article as they may be amended from time to time and agrees that the license to conduct bingo games may be revoked by the chief of police upon violation of any of such provisions.
- (g) Name and signature of the applicant. The applicant shall also submit with its application satisfactory proof that the applicant is eligible for a license pursuant to the requirements as set forth in section 3-27.

(Ord. No. 345, § 1.)

### **Sec. 3-30. Annual fee.**

The annual fee for the license shall be fifty dollars, which fee shall be submitted with the application. If an application for a license is denied, one-half of any license fee paid shall be refunded to the applicant.

(Ord. No. 345, § 1.)

### **Sec. 3-31. Investigation of applicant.**

Upon receipt of the completed application and the fee, the chief of police shall refer the application to other interested departments including the city attorney, building and planning department and fire department for investigation as to whether or not all statements on the application are true and whether or not the property of the applicant qualifies as property on which bingo games may lawfully be conducted, as to fire, occupancy and other applicable restrictions.

(Ord. No. 345, § 1.)

### **Sec. 3-32. Contents of license.**

The bingo license shall contain:

- (a) The name and nature of the organization to whom the license is issued.
- b) Address of the property where bingo games are authorized.

- (c) Occupancy capacity of the room in which bingo games are conducted.
- (d) Date of expiration of such license.
- (e) Such other information as may be necessary or desirable for the enforcement of the provisions of this chapter.
- (f) In addition to the license the licensee shall receive a copy of Penal Code section 326.5.

(Ord. No. 345, § 1.)

### **Sec. 3-33. Bingo games conducted only on licensee's property.**

A licensee shall conduct a bingo game only on property owned or leased by him, or property whose use is donated to the applicant, and which property is used by such applicant for an office or for the performance of the purposes for which the applicant is organized. Nothing in this section shall be construed to require that the property owned or leased by or by whose use is donated to the applicant be used or leased exclusively by or donated exclusively to such applicant. The license issued under this article shall authorize the holder thereof to conduct bingo games only on such property, the address which is stated in the application.

(Ord. No. 345, § 1.)

### **Sec. 3-34. Frequency and hours of operation.**

No licensee shall conduct bingo games in excess of thirty-six hours per month and no one bingo game shall last more than six hours. No bingo games shall be conducted between the hours of 12:01 A.M. and 8:00 A.M.

(Ord. No. 345, § 1.)

### **Sec. 3-35. City may enjoin violation.**

The city may bring an action in a court of competent jurisdiction to enjoin a violation of section 326.5 of the Penal Code or of this article.

(Ord. No. 345, § 1.)

### **Sec. 3-36. Summary suspension of license pending opportunity for hearing—Misdemeanor to continue after suspension or revocation.**

- (a) Whenever it appears to the chief of police that the licensee:
  - (1) Made a false statement on the license application, or
  - (2) Is conducting a bingo game in violation of any of the provisions of this article, or
  - (3) Is violating any of the provisions of Penal Code section 326.5, the chief of police shall have the authority to summarily suspend the license and order the licensee to immediately cease and desist any further operation of any bingo game.
- (b) Any person who continues to conduct a bingo game after any summary suspension thereof under subsection (a) shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not exceeding five hundred dollars or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

(Supp. No. 28)

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- (c) The order issued under subsection (a) shall also notify the licensee that it shall have five days from the date of such order to request a hearing to determine whether such license shall be revoked. Failure to request, in writing, such hearing before the city clerk within said five day period, shall result in a revocation of the license.
- (d) Upon such request by the licensee, whose license has been suspended under subsection (a) for a hearing to determine whether such license shall be revoked, the chief of police shall provide such hearing within ten days after receipt of such request at which hearing the suspended licensee may appear before the chief of police for the purpose of presenting evidence why the license should not be revoked. No license shall be revoked under this section unless notice of the time and place of such hearing shall have first been given at least five days before the hearing thereof by depositing in the United States mail a notice directed to said suspended licensee at the address given in the application. The notice shall set forth a summary of the ground advanced as the basis of the suspension and revocation.
- (e) Any organization whose license is revoked under this section shall not conduct any bingo game in the city until such time as the city council, on appeal, determines to overrule the decision of the chief of police.

(Ord. No. 345, § 1.)

### **Sec. 3-37. Revocation of license—Alternative procedure.**

- (a) Whenever it appears to the chief of police that the licensee is conducting bingo games in violation of any of the provisions of this, or that the license was obtained by fraudulent representation and no summary suspension is ordered under section 3-36, the license may be revoked; provided, however, the licensee may appear before the chief of police at the time fixed by the chief of police for the purpose of presenting evidence why the license should not be revoked. No license shall be revoked under this section unless written notice shall have first been given at least five days before the hearing thereof by depositing in the United States mail a notice directed to said licensee at the address given in the application. The notice shall set forth a summary of the grounds advanced as the basis of the revocation.
- (b) Any organization whose license is revoked under this section shall not conduct any bingo game in the city until such time as the city council, on appeal, determines to overrule the decision of the chief of police.

(Ord. No. 345, § 1.)

### **Sec. 3-38. Appeal of revocation to city council.**

- (a) Any holder of a license whose license is revoked under this chapter shall have the right, within ten days after receiving notice in writing of the revocation, to file a written appeal to the city council. Such appeal shall set forth the specific ground or grounds on which it is based. The city council shall hold a hearing on the appeal within thirty days after its receipt by the city, or at a time thereafter agreed upon and shall cause the appellant to be given at least ten days written notice of such hearing. At the hearing the appellant or its authorized representative shall have the right to present evidence and a written or oral argument, or both, in support of his appeal. The determination of the city council on the appeal shall be final.
- (b) Any organization whose license is finally revoked may not again apply for a license to conduct bingo games in the City of Colusa for a period of one year from the date of such revocation; provided, however, if the ground for revocation is cancellation of the exemption granted as defined in section 3-27, such organization may again apply for the license upon proof of reinstatement of said exemption.

(Ord. No. 345, § 1.)

## Article V. Parades and Special Events.

### Sec. 3-51. Purpose and intent.

The city council of the City of Colusa wishes to establish clear time, place and manner regulations for the issuance of a permit for special events to use the City of Colusa ("city") streets, parks and facilities. The city intends for its regulations to provide a coordinated process for managing activities on property owned or controlled by the city, including, but not limited to, the traffic, noise and aesthetic impacts of the activities and to ensure the health and safety of event patrons, residents, workers, and other visitors and to prohibit illegal activities from occurring at events. It is also the purpose of this article to protect the rights of people to engage in communicative activities.

It is further intended to create mechanisms for cost recovery and use charges, to the extent authorized by law, while not unduly impacting the viability of the events.

(Ord. No. 477, § 1(3-10), 3-20-2012)

### Sec. 3-52. Definitions.

As used in this article, the following definitions shall apply:

- A. "Applicant" means any person, group, organization or entity who seeks a special event permit from the city manager or designee to conduct or sponsor a special events governed by this chapter. An applicant must be eighteen years of age or older.
- B. "City manager" means the city manager of the City of Colusa or his/her designee.
- C. "Indigent natural person" means a person who is receiving benefits pursuant to the Supplemental Security Income (SSI) and State Supplemental Payments (SSP) programs (California Welfare and Institutions Code §§ 12200-12205), the California Work Opportunity and Responsibility to Kids Act (CalWORKs) program (California Welfare and Institutions Code § 11200 et seq.), the Food Stamp program (7 U.S.C. § 2011 et seq.), California Welfare and Institutions Code § 17000, or whose monthly income is one hundred twenty-five percent or less of the current monthly poverty line annually established by the secretary of health and human services pursuant to the Omnibus Budget Reconciliation Act of 1981, as amended from time to time.
- D. "Parade" means any march, procession, or assembly consisting of persons, animals or vehicles, or any combination thereof, which is to assemble or travel in unison on a city street, highway, sidewalk, alley or other public place, which is likely to either 1) impede, obstruct, impair or interfere with the free use of such public street, highway, sidewalk, alley or other public place, or 2) which does not comply with normal and usual traffic regulations or controls.
- E. "Permit application fee" means the fee to be paid by the special events permit applicant at the time the application is filed with the recreation services department, pursuant to application fee schedule established by resolution by the city council.
- F. "Permittee" means any person or organization issued a special events permit by the city manager.
- G. "Special event" means:
  - (1) Any activity involving one hundred or more persons on city-owned, -controlled, or -maintained property which does not meet the definition of a parade, including, but not limited to,



recreational events, competitions and contests, spectator sports, athletic events, circuses, fair and carnivals, farmer's markets, food-related events, sales, trade shows, and business promotions, and training activities; or

- (2) Any event on public property which requires the placement of a tent, canopy, or other temporary structure if that placement requires a permit from the city's fire department or building department.
- H. "Special event permit" means a permit issued for a parade or special event in accordance with this article.
- I. "City-owned, -controlled or -maintained property" shall also include all property owned by the City of Colusa, including but not limited to, any streets, highways, alleys or public right-of-ways.

(Ord. No. 477, § 1(3-20), 3-20-2012)

### **Sec. 3-53. Special event permit required.**

- A. Any person intending to conduct, organize or set-up a special event in the City of Colusa shall first obtain a special event permit from the city manager.
- B. Except as otherwise provided in this article or other applicable law, rule or regulation, no person shall conduct, manage or participate in any parade or special event without a special event permit from the city.

(Ord. No. 477, § 1(3-30), 3-20-2012)

### **Sec. 3-54. Exemptions to special event permit requirement.**

Special event permits shall not be required under this chapter for the below-listed activities. An exempted activity is required to comply with general regulations governing public health and safety.

- A. Funeral processions by a licensed mortuary or funeral home;
- B. Activities sponsored, conducted or implemented in their entirety by a government agency, including the county, city, school district, acting within the scope of its authority.
- C. Spontaneous events which are occasioned by news or affairs coming into public knowledge less than forty-eight hours prior to such event may be conducted on city owned property without the organizers first having to obtain a special event permit. City service charges and fees, including but not limited to cleanup costs, may still be incurred for spontaneous events.
  - (1) If practicable, the organizers should give notice to the city manager at least four hours prior to the event informing the city of the date and time of the event and providing an estimate of the approximate number of persons who will be participating.
  - (2) A spontaneous event does not include an event which requires advance planning including, but not limited to, recreation events, sports contests or competitions, fairs, festivals, carnivals, ticketed events, sales or trade shows, or events which require permits from building and safety or the fire department for the placement of a tent, canopy, or other temporary structure.
- D. Events on school district grounds and other ancillary property owned by the Colusa Unified School District.
- E. Park Facility Reservations. A special event permit is not required in conjunction with a park facility reservation request through parks and recreation for facilities and picnic areas unless the proposed

activity is expanded into other areas of the city park facility for exclusive use beyond the park facility reserved area and is reasonably likely to infringe on the rights of others to use the public property.

F. Motion picture and television filming activities governed by Chapter 10A of this Code.

(Ord. No. 477, § 1(3-40), 3-20-2012)

### **Sec. 3-55. Special event permit application procedures.**

- A. A person wishing to sponsor a parade or special event, not otherwise exempt by this chapter, must complete and file with the city a verified special event permit application on the city's application form.
- B. Applications shall be submitted to the city at least thirty calendar days but no more than one year prior to the commencement of the parade or special event. The city may waive the timing requirement, but recommends that applicants file applications at least thirty days in advance to ensure adequate time for city review.
- C. Fully completed applications shall be reviewed on a first come, first served basis.
- D. If a special event is to be held by or on behalf of any organization other than the applicant, the applicant shall file a statement in writing from the organization authorizing the applicant to apply for the permit on the organization's behalf.

(Ord. No. 477, § 1(3-50), 3-20-2012)

### **Sec. 3-56. Special event permit application fees.**

- A. Any applicant for a special event permit shall pay a fee, as established by resolution of the city council, at the time of filing any application for a special event permit.
- B. Any indigent natural person who cannot apply for a permit because of an inability arising from such indigence to pay the application fee shall not be required to pay the fee. Proof of indigent natural person status shall be made at the time of permit application.

(Ord. No. 477, § 1(3-60), 3-20-2012)

### **Sec. 3-57. Indemnification agreement.**

Prior to the issuance of a special event permit, the applicant must sign an agreement in a form approved by the city agreeing to defend, indemnify and hold harmless the city against losses and liabilities incurred from the willful or negligent acts or omissions of the permittee, its officers, employees, agents or any person who is under the permittee's control, to the extent permitted under the law.

(Ord. No. 477, § 1(3-70), 3-20-2012)

### **Sec. 3-58. Insurance requirements.**

Except as otherwise prohibited by law or an exemption is obtained as provided in this chapter, the permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of California, which policy includes the city, its boards, officers, agents, employees, and volunteers as named insureds or additional named insureds and which provides the coverage consistent with the city's policies. Proof of insurance shall be submitted to the city prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

(Ord. No. 477, § 1(3-80), 3-20-2012)

### **Sec. 3-59. Service charges.**

- A. In addition to the payment of the nonrefundable permit application fee, a permittee shall pay the city for city departmental service charges, including but not limited to police, fire, and public works costs, incurred in connection with or due to the permittee's use, event or activity. If city property is destroyed or damaged by reason of the permittee's use, event or activity, the permittee shall reimburse the city for the actual replacement or repair cost of the destroyed or damaged property.
- B. City departments shall submit an invoice and billing for departmental charges to the permittee no later than ninety days after the expiration date of the permit.
- C. A permittee shall be required to pay for police services for crowd and/or traffic control. However, no permittee shall be required to provide for or pay for the cost of public safety personnel to provide for the protection of a special event and its attendees from hostile members of the public or counter-demonstrations or for general law enforcement in the vicinity of the event.
- D. A permittee who claims an inability to pay the departmental service charges due to their status as an indigent natural person shall not pay departmental service charges. Application for indigent status shall be made at the time of the special event permit application and shall be accompanied by such relevant information and documentation as may reasonably be necessary to verify such status. A nonprofit organization in which a majority of the members meet the criteria for indigent status, as established in this chapter, may also be eligible for a waiver of departmental service charges.

(Ord. No. 477, § 1(3-50), 3-20-2012)

### **Sec. 3-60. Conditions of granting special event permit.**

- A. The city manager may condition any permit issued pursuant to this chapter with reasonable requirements concerning the time, place, and manner of holding such event as is necessary to coordinate multiple uses of public property, assure the preservation of public property and public places, prevent dangerous, unlawful or impermissible uses, protect the safety of persons and property and to control vehicular and pedestrian traffic in and around the venue, provided that such requirements shall not be imposed in a manner that will unreasonably restrict expressive or other activity protected by the California or United States constitutions. Conditions may include, but are not limited to the following:
  - (1) The establishment of the starting time, route (including portions of streets to be traversed) and assembly or disbanding area for a parade.
  - (2) The minimum and maximum speeds, the maximum number of platoons or units, the maximum length in miles or fractions thereof, and the number of vehicles (if any) for a parade.
  - (3) The accommodation of a parade or special event's pedestrian and vehicular traffic, including restricting events to city sidewalks, portions of a city street, or other public right-of-way.
  - (4) Conditions designed to avoid or lessen interference with public safety functions and/or emergency service access.
  - (5) The number and type of animals, vehicles, or structures to be displayed or used in the parade or special event.

(Supp. No. 28)

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- (6) The inspection and approval by city personnel of stages, booths, floats, structures, vehicles, or equipment to be used or operated in the event to ensure that such structures or vehicles are safely constructed and can be safely operated and conform to the requirements of all applicable codes.
  - (7) A cleaning deposit if the event includes using structures, displaying or using horses or other large animals, operation of water stations, food distribution or sales, beverage distribution or sales, and/or sale of other goods and services.
  - (8) The provision and use of traffic cones or barricades.
  - (9) The provision or operation of first aid stations or sanitary facilities, including handicap accessible sanitary facilities.
  - (10) The provision of a waste management plan, and the clean up and restoration of the site of the event.
  - (11) The use of sound amplification equipment, and restrictions on the amount of noise generated by motors and other equipment used in the course of the event.
  - (12) The manner of providing notice of permit conditions to permit participants and those businesses or residents who may be directly affected by the conduct of the parade or special event.
  - (13) The provision or use of emergency services.
  - (14) The reasonable designation of alternate sites, times, or routes.
  - (15) The granting of any and all business licenses or other necessary permits required by the Colusa City Code for the sale of food, beverages or other goods or services at the event.
  - (16) The manner by which alcohol sales and services, if any, shall be conducted at the event.
  - (17) Additional security requirements if alcohol will be sold or served at the special event.
- B. All conditions must be in writing and permittees must agree, in writing, to comply with all conditions for a special event permit.
- C. In case of special events requiring road closures, if sufficient time exists before the date of the event, the city manager may decide to forward the application to the city council for consideration. With special events that require road closures, all remaining portions of this article related to approval or denial should be read to mean city council as opposed to city manager.

(Ord. No. 477, § 1(3-100), 3-20-2012)

### **Sec. 3-61. Grant of special event permit.**

- A. Subject to Section 3-62, the city manager shall issue a special event permit, if it is determined that all of the following criteria have been met:
- (1) The preparation for or the conduct of the proposed use, event or activity will not unreasonably or unfeasibly burden city resources necessary to preserve the public's use of streets, highways, sidewalks, alleys or other public spaces in the area contiguous to the location of the use, event or activity.
  - (2) The proposed use, event or activity will not substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its location.
  - (3) The preparation for or the conduct of the proposed use, event or activity will not unduly impede, obstruct, or interfere with the operation of emergency vehicles or equipment in or through the particular permit area or adversely affect the city's ability to perform municipal functions or furnish city services in the vicinity of the permit area.

- (4) The proposed use, event, or activity does not present a substantial and unwarranted safety, noise, or traffic hazard which would unreasonably burden city fire and safety protection services.
  - (5) The proposed use, event or activity will be of a nature and size appropriate to the proposed venue, location, or site, and will occur during a time period approved for that venue, location, or site.
  - (6) The proposed use, event or activity will not cause adverse impacts on health and safety and/or access and traffic circulation to surrounding residential or commercial uses, which cannot be effectively mitigated.
  - (7) The proposed use, event or activity will not conflict with construction or development in the public right-of-way or at a public facility.
  - (8) The proposed use, event or activity will not unduly impede, obstruct, or interfere with the operation of public safety employees or emergency vehicles or equipment in or through the special event area or adversely affect the city's ability to perform public safety and emergency functions or furnish adequate levels of public safety or emergency services in the vicinity of the special event area.
  - (9) The proposed use, event or activity will not adversely affect the city's ability to reasonably perform municipal functions or furnish city services.
  - (10) The proposed use, event or activity will not unreasonably interfere with:
    - (a) Any other event for which a special event permit has already been granted;
    - (b) Any other event that has been scheduled pursuant to a reservation, lease or rental agreement with the city; or
    - (c) The provision of city services in support of other scheduled events or government functions.
  - (11) The special event complies with this chapter, and city, state, federal or otherwise applicable codes, rules and regulations.
- B. In deciding whether to approve an application for a special event permit, no consideration may be given to the message of the event, the content of the speech, the identity or the associational relationships of the applicant, or to any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the proposed use, event or activity.

(Ord. No. 477, § 1(3-110), 3-20-2012)

### **Sec. 3-62. Denial or revocation of special event permit.**

- A. The city manager shall deny an application for a special event permit or shall revoke a permit if he or she finds based on substantial evidence that any of the following conditions exist:
- (1) The applicant will not agree to one or more of the conditions of approval.
  - (2) The applicant has knowingly made a false, misleading or fraudulent statement of fact to the city in the application process.
  - (3) The application does not contain the information required by this article.
  - (4) The application does not satisfy the requirements of this article.
  - (5) The applicant fails to comply with any conditions of approval.
  - (6) The applicant is a minor or is otherwise legally incompetent to contract or to sue or be sued.

- (7) The applicant or the person or entity on whose behalf the application was made has on prior occasions damaged city property and has not paid in full for such damage, or has other outstanding and unpaid debts to the city.
  - (8) The applicant has not complied or cannot comply with the applicable licensure requirements, ordinances or regulations of the city concerning the sale, offering for sale, or distributions of any good or service.
  - (9) The proposed use, event or activity will violate any federal or state law or regulation.
  - (10) The proposed use, event or activity will present an unreasonable danger to the health or safety of the applicant, spectators, city employees, or members of the public.
- B. An applicant whose permit application is denied, or whose permit is revoked pursuant to this subsection shall be notified in writing of the denial of his/her application. Such notification shall contain a statement setting forth the reasons for said denial or revocation as well as a reference to the appeal provisions set forth in Section 3-63 of this chapter.
  - C. If the city manager determines that an application should be denied for one of the reasons identified in this section, the city manager shall work with the applicant to revise the application so that the use, event or activity will occur on a date, at a time, in a manner, at a location, or over a route different than that originally proposed by the applicant. The alternate permit shall, to the extent practicable, authorize a use, event or activity that will have comparable public visibility and a similar route, location, manner and date to that of the proposed use, event or activity.

(Ord. No. 477, § 1(3-120), 3-20-2012)

### **Sec. 3-63. Appeals.**

- A. Any applicant aggrieved by the issuance, denial or revocation of a permit, or the determinations regarding indigent status, indemnification, insurance or departmental service charges of this chapter may appeal such decision to the city council by filing a written notice of such appeal with the city clerk within ten business days of the decision of the city manager giving rise to said appeal.
- B. Such appeal shall explain, with particularity, the facts upon which the appeal is made. The city council shall hold a hearing on the matter at the next regularly scheduled city council meeting. At the hearing, the aggrieved party shall be given the opportunity to be heard and to present evidence on his/her behalf. The city council or its designee shall determine the merits of the appeal and shall issue its decision in writing within forty-eight hours of the hearing. The written decision shall be delivered to the applicant within two days of the decision by United States mail, certified mail, return receipt requested, and addressed to the applicant at the address shown on the permit application. The written decision may also be transmitted to the applicant by facsimile and electronic mail at the same time the decision is placed in the United States mail.
- C. The city council's determination to grant or deny the appeal shall be final except for judicial review.

(Ord. No. 477, § 1(3-130), 3-20-2012)

### **Sec. 3-64. Officials to be notified.**

Upon granting the special event permit, the city manager shall send notice of the special event and conditions of special event permit to relevant city staff, including but not limited to, the public works director, the fire chief, the police chief and the recreation services director.

(Ord. No. 477, § 1(3-140), 3-20-2012)

### **Sec. 3-65. Interference with special event prohibited.**

It shall be unlawful for any person to interfere with a special event permitted under this chapter by engaging in the following acts when done with the intent to cause interference:

- A. Blocking, obstructing or impeding the passage of participants, vehicles or animals in the special event along the event route;
- B. Walking or running, driving a vehicle, riding a bicycle or skateboard, or using any similar device through, between, with or among participants, vehicles or animals in a special event;
- C. Dropping, throwing, rolling, or flying any object toward, among, or between participants, vehicles, or animals in the permitted event.

(Ord. No. 477, § 1(3-150), 3-20-2012)

### **Sec. 3-66. Display of special event permit.**

A copy of the special event permit shall be displayed at the parade or special event site and shall be exhibited upon demand of any city official.

(Ord. No. 477, § 1(3-160), 3-20-2012)

### **Sec. 3-67. Use of city name or logo without city authorization.**

It shall be unlawful for any special event organizer to use in the title of the event the words "the City of Colusa" or "City of Colusa," to suggest or indicate that the special event is sponsored by the city, or to use a facsimile of the official seal or logo of the City of Colusa in the promotional materials or advertising for the event without the written authorization of the city manager.

(Ord. No. 477, § 1(3-170), 3-20-2012)

### **Sec. 3-68. Other permits and licenses.**

The issuance of a special event permit does not relieve any person or entity from the obligation to obtain other permit or licenses required pursuant to the Colusa City Code.

(Ord. No. 477, § 1(3-180), 3-20-2012)

### **Sec. 3-69. Penalties.**

Any person who intentionally violates any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than one-thousand dollars or by imprisonment in the county jail for a period not to exceed six months, or by both such fine and imprisonment.

(Ord. No. 477, § 1(3-190), 3-20-2012)

## **Article VI. Boat Launch Facility.**

(Supp. No. 28)

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### **Sec. 3.70. Regulation of the boat launch facility.**

Facilities covered by this article include the boat ramp and fishing area, which facilities occupy a strip of land between the city-operated state park and the Sacramento River, and [are] located along Main Street in Colusa from 10th to 8th street. As used in this article, the "fishing area" shall refer to the fishing area and boat ramp and as described above.

Permitted uses at the City of Colusa Boat Launch Area:

- A. Access to the boat launch area shall not be allowed other than by boat. No fishing or jumping from the launch ramp or the dock. City council may establish by resolution a fee for a permit to access the boat launch area.
- B. The only uses permitted at the boat launch facility are the following:
  - 1. Launching of boats and personal watercrafts, including parking of vehicles and boat or personal watercraft trailers.
- C. It shall be a violation of this chapter for any person to use the boat launch facility:
  - 1. For any uses not described above;
  - 2. For any purpose inconsistent with the terms and conditions of any permit which the city issues for use of the boat launch area.
- D. Prohibited uses at the boat launch facility: It shall be a violation of this chapter for any person to conduct or participate in any of the following uses or activities at the boat launch facility:
  - 1. To start or maintain an open fire.
  - 2. To swim within fifty feet of the boat launch area.
  - 3. To engage in any camping activities (which for the purposes of this chapter includes erection of tents or any other temporary living structure).
  - 4. To litter or otherwise dump refuse in any area other than designated city receptacles.
  - 5. To fish from or within fifteen feet of the dock.
  - 6. To launch a watercraft or park at the facility without displaying proof of payment, proof of payment must be displayed in the front windshield of the vehicle even if parked on the public street.

( Ord. No. 541 , § 2, 6-2-2020)





## City of Colusa California

### STAFF REPORT

**DATE:** October 4th, 2022  
**TO:** Mayor and Members of the City Council  
**FROM:** Ishrat Aziz-Khan, through Jesse Cain, City Manager

#### **AGENDA ITEM:**

Consideration of discussion to add a police officer's position to the city's budget.

#### **Recommendation:**

The staff recommends council to discuss the impact of a new hire police office on the city's budget.

#### **BACKGROUND ANALYSIS:**

The City of Colusa adopted the budget with a deficit of \$273,122 for the fiscal year 2022-23. The hire of a new officer will add \$112,155 to the deficit. The city is understaffed in every department due to limited resources. The personnel cost increases every year due to the increase in health, dental, vision, workman's comp, and other liability insurances. The council and staff had to prioritize the position for the urgent needs first. The city also struggles to offer competitive salaries to attract skilled and talented employees.

#### **BUDGET IMPACT:**

The new police officer's position will increase the deficit by \$112,155 to the existing deficit.

#### **STAFF RECOMMENDATION:**

The staff recommends council to discuss strategies for the hire of new officer

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#### **ATTACHMENTS:**

None



## City of Colusa California

### STAFF REPORT

**DATE:** October 4, 2022  
**TO:** Mayor Reische and members of the City Council  
**FROM:** Jesse Cain, City Manager, and Ryan Jones, City Attorney

#### AGENDA ITEM:

Subject: Discussion to waive or reduce the City's current impact fees for the Rancho Colusa affordable housing project consisting of 49 units targeting low-income families.

**Recommendation:** Listen to public comment and take direction from the City Council:

#### BACKGROUND ANALYSIS:

The subject property (the "Site") is located at 1717 State Route 20, in the City of Colusa. The proposed project would include the development of 49 affordable multi-family housing units, comprised of 12 one-bedroom units, 24 two-bedroom units, and 13 three-bedroom units. In addition, the project would include a 3,200-square-foot (sf) community building, which would consist of ground-floor staff offices, a large community room, a smaller meeting room, a computer area, restrooms, maintenance and utility spaces, a laundry room, and outdoor patio and recreation areas. The second story of the community building would include a three-bedroom residential unit reserved for an on-site manager. A recreation area would be located in the western portion of the project site, and a community garden would be provided in the central portion of the site.

On September 1<sup>st</sup> 2022, the City received a letter from Gustavo Becerra, the Executive Director of the Regional Housing Authority for local counties requesting an impact fee reduction similar to what the City Council adopted on April 21, 2015, for the Colusa Industrial Properties, not to exceed a 50% reduction in the standard fees. Staff has been told that the escalating construction costs have now put the project at risk and that any relief in the impact fees would be beneficial.

As an attachment to this staff report Council will see that in the City's current general plan H-11, the City will continue to collect and adjust all the City's development impact fees. The fee schedule will identify conditions under which affordable housing impact fees may be waived, deferred or reduced with the affordable housing projects. Also, in the Accomplishment/Results section the objective was to waive fees for 5 low- income housing units. The general plan also calls out that the City of Colusa will work closely with affordable housing groups to eliminate governmental constraints (e.g, reducing fees, provide flexibility in development standards) to ensure that this type of housing can be built.

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**BUDGET IMPACT:**

Unknown currently.

**STAFF RECOMMENDATION:**

Take direction from the City Council

**ATTACHMENT:**

Table 9.6-1 of the general plan

Letter from the Regional Housing Authority

**Table 9.6-1. Progress in Meeting RHNA for 2014-2019  
(January 1, 2014 through June 30, 2019)**

Program No.	Program Description	Accomplishment/Results
	<p>including those with developmental disabilities, etc.) will incorporate Design Review Guidelines that address special housing needs examining zoning and permit procedures, as well as the appropriateness of applicable site development standards and whether they may need to be relaxed (e.g., parking requirements) to facilitate development, if determined not to be detrimental to the public health and safety.</p> <p>Since a conditional use permit is not required for multi-family projects in the R-3 or R-4 zone districts, the City's Development Review process would be limited to review by the Planning Department as long as it meets the City's zoning requirements, site development standards and design guidelines for a multi-family project of this size.</p> <p>The Development Review process will also replace the variance application process when considering approval of special accommodations for the disabled, including those with developmental disabilities, as determined necessary by City staff and demonstrated by the property owner or project developer. The result will be a streamlining of multi-family project approval and special housing accommodations for persons with disabilities—the time required for application processing will be shortened and the more complex discretionary findings that are typically required for a conditional use permit or variance will be removed. Affordable multi-family housing projects may be reviewed and approved ministerially by the Planning Director in order to streamline the approval process and eliminate delays caused by typical CUP approval timelines.</p>	
H-10	<p>H-10: The City has adopted and now administers a density bonus regulations in compliance with California Government Code § 65915 to help create affordable housing units without a direct cash outlay by the City. This program provides a property owner with the ability to increase the income and, therefore, the value of a property by allowing the developer to build a few more income-producing units than allowed under the base zoning. This increased income then can be used to help subsidize below market rental rates for very low- and low-income households and to purchase housing for middle-income households.</p>	<p><b>Timeframe:</b> Ongoing.</p> <p><b>Results:</b> No density bonus applications were received during the 5th RHNA.</p> <p><b>Status:</b> Program H-2 (j) of the 6th RHNA replaces this program which consists of amending the Zoning Code density bonus regulations to expanded incentives to density bonus projects in accordance with AB 1743, California Government Code § 65915 for the 6th RHNA.</p>
H-11	<p>The City will continue to collect and adjust all of the City's development impact fees. The fee schedule will identify conditions under which affordable housing impact fees may be waived, deferred or reduced with the affordable housing development projects.</p>	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> The objective was to waive fees for 5 low-income housing units. This was not achieved, but there were no deed restricted low-income housing units proposed during the 5th RHNA. In May 2016, the City Council reduced development impact fees (for 3 years) by 50% for residential developments within the R-1, R-2 and R-3 zoning districts. This was then extended to these districts and added to downtown commercial and mixed-use zoning</p>



**Table 9.6-1. Progress in Meeting RHNA for 2014-2019  
(January 1, 2014 through June 30, 2019)**

Program No.	Program Description	Accomplishment/Results
		<p>districts on in April, 2020. It is difficult to determine if this had or will have significant influence in developing more housing in the City.</p> <p><b>Status:</b> This program is reviewed annually and will be required to be amended along with the City's Fee Program and Fee Schedule (as applicable) to exempt development impact fees for accessory and junior accessory units in accordance with State Housing Laws. This program is retained and amended as Program H-6 and another Program H-25 has been created that requires monitoring of development fees has been created for the 6th RHNA.</p>
H-12	<p>The City may require specific plans and/or Planned Developments that consist of Development Standards, Design Guidelines and an Implementation/Phasing Plan to ensure consistency with the goals and policies of the General Plan, particularly with regard to the Community Character and Design Element. Specific Plans and Planned Developments, along with development agreements, will identify programs to be implemented to accommodate affordable housing. Development Agreements will provide for mixed-use development, wherever feasible, to help achieve the City's affordable housing objectives. The agreements will specify types of units, income ranges and parcel-by-parcel obligations. The agreements will describe strategies, including landowner obligations, funding and subsidies. A provision for payment of in-lieu fees may be included, if appropriate.</p>	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> No residential specific plans and/or Planned Developments were proposed during the 5th RHNA. However, the City has significant land within its Sphere of Influence for future residential development and the City has several previous larger residential development plans on the books.</p> <p><b>Status:</b> This program has been retained as Program H-20.</p>
H-13	<p>The City will bi-annually review its recently updated residential land use inventory, with a focus on the examination of single-family-zoned vacant infill lots for potential redevelopment or additional development of affordable second units, multi-family dwellings and special needs housing. The City will also monitor the amount of land zoned for R-4 (Apartment District) and initiate zone changes as part of the "no-net loss" policy of California Government Code § 65863 to accommodate affordable housing, if the supply falls below the City's targeted portion of the Objectives as defined by the RHNA. Development proposals that under-realize density associated with the R-4/ High-Density Combining District are now subject to a Use Permit. The City shall address and make applicable "no-net loss" findings required in California Government Code § 65863 for any land use request to a lower density or alternative land use in this scenario.</p>	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> The City regularly maintains and updates a list of vacant residential R-1 through R-4 and mixed-use-zoned properties. However, consistent with the General Plan, in 2015, the City rezoned approximately 1.8 acres of R-4-HD vacant land fronting in Bridge Street/Highway 20, to Mixed Use Residential/Business. This did result in some potential reductions of higher density residential development, but did not result in a reduction of the minimum targeted number of high-density units under the 5th Cycle RHNA. Also, the mixed-use zoning for this rezoned property is still intended to produce additional higher density residential development that is more compatible with the adjoining highway.</p>

**Table 9.6-1. Progress in Meeting RHNA for 2014-2019  
(January 1, 2014 through June 30, 2019)**

Program No.	Program Description	Accomplishment/Results
	second phase of the Plan. This document will also serve as the building block for preparation of a more detailed set of Design Guidelines. The City plans to complete the Master Plan with future development of Phase II that will include more specific goal, policies and design guidelines.	<b>Status:</b> Program H-12 of the 6th RHNA replaces this program.
H-17	<p>H-17: The City will work with non-profit housing corporations to disseminate information regarding the necessity of providing the affordable housing needed to support local job growth. Specifically, this information will focus on the need to provide affordable housing close to jobs an effort to reduce the traffic and air quality impacts that result from long commutes.</p> <p>The City will make available information to the public regarding free home energy audits and other programs of the local gas and utility provider. Also, brochures will be provided by the City to the public, as made available by local lending institutions, about what lending options are available through private institutions for construction, rehabilitation and/or purchase of affordable housing.</p> <p>The City will promote and publicize the availability of funding for housing rehabilitation loans and grants (when additional CDBG/HOME funds are acquired) through the local media, mailings to property owners within targeted areas and mailings to local contractors and developers. Section 8 information and other housing information and referral services offered Sutter County Housing Authority and Colusa County Department of Health and Human Services for persons seeking affordable rental and purchase housing will be made available at City Hall.</p> <p>The City, in conjunction with Colusa County Department of Health and Human Services, will publicize information on fair housing laws, including tenant and landlord rights and refer all complaints to the U.S. Department of Housing and Urban Development and the California Department of Fair Employment and Housing. Information on state and federal fair housing laws will be made available at City Hall and will be mailed to rental property owners, lenders and real estate agents in the community.</p> <p>The above information will be distributed through the City (written brochures in English/Spanish at City Hall and on the City's website), as well as service and outreach agencies, as appropriate. In some cases, education may occur as part of public meetings, presentations to the community, and/or articles published in the local newspaper, particularly efforts to target community opposition to affordable housing projects and remove negative perceptions,</p>	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> Since 2014, the City has periodically disseminated site-specific, fees and policy information to developers of affordable housing. The City provides brochures containing this information for the public and for distribution to interested parties.</p> <p><b>Status:</b> This program has been replaced with a number of other 6th RHNA Programs, including Programs H-3, Public Support Funding Outreach, H-4, Affordable Housing Collaboration, H-9, Interagency Cooperation, H-13, Farm Worker Housing, H-14, Transitional and Supportive Housing H-15, Emergency Shelters and Low Barrier Navigation Centers, H-15, Spanish Language Noticing and H-24, Housing Rehabilitation.</p>
H-18	<p>The City will continue to work closely with the business and development communities toward achieving the City's affordable housing goal. The City has identified the following specific roles in this partnership to provide affordable housing:</p> <p>City of Colusa - The City will maximize potential funds available through existing state, federal and local programs for its affordable housing program.</p> <p>Development Community - The City will encourage private developers and property owners to cooperate in financing water</p>	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> The City encouraged the residential development the Sunrise Landing project by helping finance sewer and water infrastructure as a part of their 180-unit subdivision. The project is now active and in construction phase.</p>



**Table 9.6-1. Progress in Meeting RHNA for 2014-2019  
(January 1, 2014 through June 30, 2019)**

Program No.	Program Description	Accomplishment/Results
	<p>and sewer facilities expansion as a means of facilitating development.</p> <p>Local Lending Institutions – The City will work with local lending institutions to maximize private financing for the construction of new low- and moderate-income housing.</p> <p>Housing Development Corporations - The City will work with non-profit and for-profit housing development corporations specializing in housing for various special needs groups to accommodate housing that meets the needs of these groups. The City will continue to identify the needs of these housing groups that can be met by the City to facilitate development of units affordable to low- and very low-income households. If there are facilities that provide a continuum of care for senior residents of Colusa such as those provided by Eskaton (e.g., independent living units with common dining facilities, assisted care facilities and skilled nursing facilities), the City will work closely with affordable housing groups to eliminate governmental constraints (e.g., reduce fees, provide flexibility in development standards, etc.) to ensure that this type of housing can be built.</p>	<p><b>Status:</b> Retain program as Program H-14 of the 6th Cycle RHNA.</p>
H-19	<p>The City will work with the six other fire protection agencies in Colusa County to ensure that fire protection, as well as law enforcement and other emergency services are available to City residents and business operators. Furthermore, the City of Colusa will cooperate with Colusa County in the 1) development of transportation options that better meet the needs of seniors; 2) study of in-home &amp; visitation care issues for seniors; 3) exploration of demand for a continuum of care facility (i.e., independent living, assisted living and skilled nursing) in Colusa and/or nearby communities; 4) and provision of opportunities for cooperative housing.</p> <p>The City will also work with other jurisdictions in the region to identify the need for homeless shelters.</p>	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> The County of Colusa completed the Local Hazard Mitigation Plan in 2018 that included significant collaboration from the Cities of Colusa and Williams. A separate section on this document is devoted to the City that reviewed emergency services and transportation needs.</p> <p><b>Status:</b> The Colusa County Local Hazard Mitigation Plan should provide information and agency collaborative needs through the 6th RHNA. This program has been replaced with a number of other 6th RHNA Programs, including Programs H-3, Public Support Funding Outreach, H-4, Affordable Housing Collaboration, H-9, Interagency Cooperation, H-13, Farm Worker Housing, H-14, Transitional and Supportive Housing and H-15, Emergency Shelters and Low Barrier Navigation Centers. In addition, Program H-31, an optional Program, has been developed to amend the General Plan Safety Element to incorporate provisions of the Local Hazard Mitigation Plan into the General Plan which will involve collaboration with other agencies.</p>
H-20	The City shall work cooperatively with local growers, agricultural-related businesses, such as packing and	<b>Timeframe:</b> Ongoing

**Table 9.6-1. Progress in Meeting RHNA for 2014-2019  
(January 1, 2014 through June 30, 2019)**

Program No.	Program Description	Accomplishment/Results
	distribution facilities, the farm bureau and advocates for farm workers, such as California Rural Legal Assistance, Inc, for the purpose of determining available resources and shortfalls to address farm workers housing needs	<p><b>Results:</b> Due to resource constraints the City did not reach out to farm worker groups during the 5th RHNA.</p> <p><b>Status:</b> This program is replaced with Program H-13 which more directly addresses farm worker housing needs.</p>
H-21	The City conducts an annual review of the budget and fee schedule ensuring that 1) adequate funding is available for infrastructure and services needed to support growth; and 2) fees and revenues are adequate but not more costly than necessary. Comprehensive review of the City's development fee and capital improvement program is conducted every three years. Development impact fees may be waived, deferred or reduced, as compared with the development of standard housing, to the greatest extent feasible, so as to provide incentive for affordable housing development. This will include an informal survey of comparable jurisdictions in the region.	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> The City updates their Comprehensive Fee Schedule each year. The Development Impact Fee program is updated less frequently and in need of update. In May 2016, the City Council reduced development impact fees (for 3 years) by 50% for residential developments within the R-1, R-2 and R-3 zoning districts. This was then extended to these districts and added to downtown commercial and mixed-use zoning districts on in April, 2020.</p> <p><b>Status:</b> This program is reviewed annually and will be required to be amended along with the City's Fee Program and Fee Schedule (as applicable) to exempt development impact fees for accessory and junior accessory units in accordance with State Housing Laws. This program is retained and amended as Program H-6 and another Program H-25 has been created that requires monitoring of development fees has been created for the 6th RHNA.</p>
H-22	The City will continue to ensure that all construction projects requiring building permits comply with the Americans with Disabilities Act (ADA) as provided by the Uniform Building Code. The City will continue to implement ADA improvements with regard to managing the Housing Rehabilitation Program. The City will assist property owners and contractors in complying with ADA requirements when retrofit or rehabilitation projects are initiated for public or commercial structures. This will include soliciting the use of the City's Housing Rehabilitation Program for ADA improvements.	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> City continues maintenance of this program.</p> <p><b>Status:</b> Program retained as H-17 in the 6th RHNA.</p>
H-23	The City will continue to adopt current updates and enforce the Uniform Building Code to ensure that all new and rehabilitated housing constructed in Colusa complies with applicable health and safety requirements, including energy conservation and handicapped accessibility. This will include periodically review of the codes, in light of technological advances and changing public attitude, for possible amendments to reduce housing	<p><b>Timeframe:</b> Ongoing</p> <p><b>Results:</b> City continues maintenance of this program.</p> <p><b>Status:</b> Program retained as H-7 in the 6th RHNA.</p>





# REGIONAL HOUSING AUTHORITY

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September 1, 2022

Jesse Cain  
City Manager  
City of Colusa  
425 Webster Street  
Colusa, CA 95932

RE: Reduced Development Impact Fees

Mr. Cain,

As you are aware, the Regional Housing Authority through its non-profit instrumentality, Building Better Partnerships, Inc., and in partnership with its co-developer partner, Sage Housing Group, LLC, have collaborated to develop the Rancho Colus project. Rancho Colus will be an affordable housing project consisting of 49 units targeting low-income families.

As per the resolution adopted by the City Council of the City of Colusa on April 21, 2015, that approved the reduction of the impact fees for Colusa Industrial Properties (CIP) at a per-unit and per-square-foot rate of 100% for Storm Drain, by 33% for Streets, Police, and Fire Protection, by 90% for City Hall, Community Center, Corporate Yard Relocation, and Parks and Recreation, and by equally-variable percentages for Water and Sewer that, when calculated together with all other reduced fees collectively, do not exceed 50% of standard fees (less Storm Drain fee) collectively. We would like your consideration and assistance in obtaining the same, if not similar, development impact fee reductions for the Rancho Colus project.

We appreciate the partnership with the City of Colusa in its support of affordable housing development for our citizens.

As always, please feel free to reach out at any time to discuss our request. I can be reached at (530) 671-0220 extension 113, or by email at [g.becerra@regionalha.org](mailto:g.becerra@regionalha.org).

Sincerely,

Gustavo Becerra  
Executive Director



## Attachment 18A - Local Development Impact Fees

Project Name: Rancho Colus

**Itemize all local impact fees to be paid. The total must correspond with the total local impact fees line item shown in the development budget of the application.**

Pursuant to Regulation Section 10302(bb), Local development impact fees are defined as: The amount of impact fees, mitigation fees, or capital facilities fees imposed by municipalities, county agencies, or other jurisdictions such as public utility districts, school districts, water agencies, resource conservation districts, etc.

**NOTE: Permit processing fees, building permit fees, and plan check fees are NOT considered local development impact fees.**

Type of Fees to be Paid	Amount of Fee
Community Development Fees	\$ -
Drainage Facilities	\$ 18,120
Facilities Assessment	\$ -
Fire Facilities	\$ 90,941
General Facilities	\$ -
Governmental/Environmental	\$ -
Law Enforcement Facilities	\$ 67,165
Library Facilities	\$ -
Parks & Recreation	\$ 106,645
Public Facilities	\$ -
Schools	\$ 205,867
Streets & Signals	\$ 66,287
Traffic Fees	\$ -
Waste Water Collection	\$ 101,722
Waste Water Treatment	\$ -
Water Facilities	\$ 43,169
Other: Corporation Yard	\$ 44,373
Other: City Hall	\$ 63,880
Other: Community Center	\$ 48,830
Other:	\$ -
Other:	\$ -
<b>Total Local Development Impact Fees</b>	<b>\$ 856,999</b>

Agency/Jurisdiction Name: Rancho Colus LP  
 Name of Signatory: Luke Watkins  
 Title of Signatory: Administrative General Partner

Phone: (530) 400-2927  
 Email: lukewatkins@sbcglobal.net  
 Date: 8.3.2022

Signature: \_\_\_\_\_



## City of Colusa California

### STAFF REPORT

**DATE:** October 4, 2022

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

**FROM:** Fernanda Vanetta, Grant Writer through Jesse Cain, City Manager

#### **AGENDA ITEM:**

Subject: Discussion of Save America's Treasures Grant and Possible Application to Restore Auditorium for the Historical Grammar School Building

**Recommendation:** Discuss the possibility of preserving and restoring the historically designated grammar school (currently used as City Hall). Identify possible fundraising opportunities to raise capital for necessary matching funds.

**BACKGROUND ANALYSIS:** The Save America's Treasures grant program was established in 1998 to celebrate America's premier cultural resources in the new millennium. After more than 20 years, this grant program has awarded more than 1,300 grants totaling more than \$300 million to projects across the United States. Funded projects, selected from 4,000-plus applications requesting \$1.5 billion, represent nationally significant historic properties and collections that convey our nation's rich heritage to future generations. The National Park Service administers Save America's Treasures grants in partnership with the National Endowment for the Arts, the National Endowment for the Humanities, and the Institute of Museum and Library Services.

The grant program can be used for preservation projects (for properties listed in the National Register of Historic Places for national significance or designated a National Historic Landmark. The property may be listed on either individually or as contributing to a nationally significant district). These awards are managed by the National Park Service.

The City may apply for up to \$500,000 in Federal Funds but projects require a dollar-for-dollar non-federal matching share. Efforts will be made to fundraise outside of City funds, but it is also of importance to consider if there is any willingness by the people of Colusa and by extension City Council to consider committing city funds to restoration and preservation efforts.

While part of the project will be to raise funds in as many diverse methods as possible, it would be of pivotal importance to the grant application to have an accurate assessment on the structural and design needs of a restoration project. City staff has identified that running a structural evaluation will cost between \$10,000 to \$15,000. This document would allow the grant

writer to accurately budget for the project while accurately explaining the needs for restoration and preservation.

It is the City's Staff intent to hold several public meetings about this project before grant submission deadline. Grant submission deadline is December 20, 2022.

**BUDGET IMPACT:** If approved City's Grant Writer would like to contract with an engineering firm to complete a structural review to scope structural work requirements. The structural work report should cost between \$10,000 to \$15,000. City's grant writer will make sure to get multiple quotes.

**STAFF RECOMMENDATION:** Discuss the possibility of preserving and restoring the historically designated grammar school (currently used as City Hall). Identify possible fundraising opportunities to raise capital for necessary matching funds.