



CITY COUNCIL MEETING

Tuesday, October 03, 2023

Regular Meeting - 6:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

AGENDA

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

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

Zoom: - Passcode: 007745

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

Mayor – Greg Ponciano

Mayor Pro Tem – Julie Garofalo

Council Member – Denise Conrado

Council Member – Ryan Codorniz

Council Member – Daniel Vaca

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION MEETING – 5:00 PM

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

-Department Heads

- Water/Sewer

REGULAR MEETING – 6:00 PM

REPORT ON CLOSED SESSION

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

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

1. **Approve** - September 19 Council Draft Minutes
2. **Receive and File** - Finance Department August Report
3. **Receive and File** - August Warrants List
4. **Receive and File** - Treasurer's August Report
5. **Receive and File** - Recology Waste Collection Service rate increases effective Jan.1, 2024
6. **Adopt** - Resolution for Designation of Authorized Representative for a new grant application for the South Wescott Sewer Pump Station.
7. **Adopt** - Resolution to vacate various public utility easements in and around Fremont Street for purposes of construction of the new Colusa County Detention and Treatment Facility

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

COUNCIL CONSIDERATION

8. Consideration of Commission Appointment for the Planning Commission vacancy
Recommendation: Council to appoint Sara Andreotti to the Planning Commission.
9. Consideration of the First Amendment of the Development Agreement by and between the City of Colusa and Amarjit Cheema relative to the Colusa Town Center Project
Recommendation: Council to adopt the Resolution approving the First Amendment to the Development Agreement by and between the City of Colusa and Amarjit Cheema relative to the Colusa Town Center Project
10. Community Sake Grant Applications, Second Round, to be considered for Fiscal Year 2023/24 approval and disbursement.
Recommendation: Council to adopt the Resolution for the City of Colusa to issue funding agreements and disbursements to the approved grant applications.
11. Consideration of a Resolution to approve the Bid submitted by California Engineering Company, Inc. for the Construction Management of the Walnut Ranch Sewer Main Line and Services and Sewer Abandonment Project.
Recommendation: Council to adopt the Resolution approving the proposal and bid received by California Engineering Company, Inc. for the Construction Management of Walnut Ranch Sewer Main Line and Services and Septic Tank Abandonment Project.

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

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

Americans with Disabilities Act

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

“This institution is an equal opportunity employer and provider”



CITY COUNCIL MEETING

Tuesday, September 19, 2023
 Regular Meeting - 6:00 PM
 City Hall – City Council Chambers
 425 Webster Street, Colusa, CA 95932

MINUTES

CALL TO ORDER – Mayor Ponciano called the meeting to order at 6:00 p.m.

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

PLEDGE OF ALLEGIANCE

Mayor Ponciano handed the gavel to Mayor Pro Tem Garofalo to conduct the rest of the meeting.

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

PUBLIC COMMENTS – None.

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

1. **Approve** - September 5 Council Draft Minutes
2. **Receive and File** - Police Department August report
3. **Approve** - Application and street closure for the Sept. 23rd Tap Room event

ACTION: Motion by Mayor Ponciano, seconded by Council Member Codorniz to approve the consent items. Motion passed unanimously.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members reported on meetings they each attended.

Finance Director Aziz-Khan provided updates in her department.

Consultant Ash provided an update on grants.

Police Chief Fitch provided updates in his department.

Fire Chief Conley provided updates in his department.

City Clerk Kittle announced applications for the Planning Commission vacancy will be brought to the October 3rd meeting for council selection.

COUNCIL CONSIDERATION

4. Consideration of a Resolution of the City Council of the City of Colusa to approve the Bid submitted by TJKM for the Safe Streets for All Street Safety Study and Plan.

Grant Writer Ash stated this was a request to approve the bid to do the streets study on all Colusa city streets. They will do traffic studies and provide plans for future projects.

ACTION: With no public comments, motion by Council Member Vaca, seconded by Council Member Codorniz to adopt **Resolution 23-48** approving the proposal and bid received by TJKM for Safe Streets Study to meet requirements of Safe Streets for All Grant Funding. Motion passed 4-0 with the following roll-call vote:

AYES: Codorniz, Vaca, Garofalo and Ponciano.

NOES: None.

ABSENT: Conrado.

DISCUSSION ITEM

Market Street/SR20 & 45 Complete Streets Concept Plan and the Funding Opportunities

Grant Writer Ash provided a presentation and answered questions from the council.

Public Comments: Sean Amsden asked if it would help get sidewalks from Jeff's to the fairgrounds.

FUTURE AGENDA ITEMS

Mayor Pro-Tem Garofalo asked to bring back a Noise Ordinance. City Attorney Jones replied he drafted a Noise Ordinance for city staff review.

ADJOURNED at 6:29 pm

GREG PONCIANO, MAYOR

Shelly Kittle, City Clerk



City of Colusa
Finance Department
Monthly Staff Report – August 2023

Accounts Payable

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

Payroll

- Prepare August salary allocation transfers.
- August regular payroll.
- Implement (13) regular salary step increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

Accounts Receivable

- Provide continued utility billing customer support.
- 2,168 utility bills mailed.
- (3) bad checks processed.
- 1,982 cash payments processed (utilities, bldg. permits, recreation and pool, encroachment, business license, State and County payments, and boat launch fees).
- Boat Launch and State Park Payments
- Mailed backflow letters
- 20 Building Permits
- 104 Credit card Payments
- 2 Planning application processed

City Hall - Customer Services

- 603 customers walk-ins.
- 147 utility late notices.
- 26 Water/Sewer shut off for non-payment.
- 4 open utility accounts & adjustments.
- 6 closed utility accounts.
- 640 received phone calls.
- 8 Events/marque and banner applications processed.

- 7 State Park Reservation & Revenue
- 90 public works service requests
- Issued 13 Building Permits
- 6 Encroach Permit
- 2 Scout Cabin
- Meter Changes
- 1 Certificate of Occupancy
- Use Permit
- 0 Pool Rentals
- Pool Signups, Karate and Thai Chi signups

General Ledger

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

Personnel - HR

- Sick leave and vacation leave accrual monthly report update.
- August 2023 MidAmerica retiree health insurance distribution.
- Workers Compensation claims cont. d.
- Cont'd migration of MOUs into Employee Handbook continued
- Review NCCSIF monthly Workers' Compensation & Liability Reports.
- Provide retirement information to retirees and Public Works.
- Employee Income Verification (1).

Recreation Department

- Yoga (Kids and Adults), Thi-Chi (Adult class) and Karate (Adult and Kids are offered at the City Hall Auditorium
- Prepared and distributed Flyers for Fall and Winter programs
- Updated program in What's Happening (monthly calendar)

CDBG-HOME

- Loan monitoring and correspondence.
- Extended HOME grant for one more year
- Two residents contacted with questions and The applications.
- Devonshire apartments monitoring cont'd
- PI and quarterly reports

- Home Loan compliance and reporting requirements
- Work in process for Micro-Enterprise loans
- One loan closed and working on fourth one

Other

- Permit survey
- Street Sweeping invoice and reconciliation
- Working on Year End
- Processed LIHWAP program Payment and reporting
- Work with Corbin Willits on On-Line Bill Pay scheduled cont'd.
- Input in MOMs
- Attend HDL meeting
- Submitted to the county city assessment districts, public notices, and staff reports
- Numerous public record requests cont'd
- Schedule appointments for the Building Inspector
- Follow up with the customers on plans and permits
- Correspond on several different grants
- Review the water past due accounts
- Back Flow Letters and Notices
- Iworq Portal and training
- Helped customers with zoning, city loans, rec programs and Historic Preservation
- Bulk Water applications

Odor Complaints

Complaint period: August, 2023

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

Donations:

- \$ 300 from the D's Daycare for a free Swim Day
- \$ 300 from Toni Hilger and Dusty Collins for a Free Swim Day
- \$ 300 from Julie Garofalo for a Free Swim Day
- \$ 300 from Asha Leroux for a Free Swim Day
- \$ 300 from Ellen Tiffany for a Free Swim Day

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

Check Number	Check Date	Check Amount	Vendor:	Invoice Number	Fund:	Account	Dept.:	Description
62084	8/1/2023	839.98	AFLAC	8/1/2023	101	22340		P/R Liab - Long Term Disa
62084 Total		839.98						
62085	8/1/2023	44.41	AIRGAS USA, LLC	913999719	101	52150	320	OXYGEN - FIRE
62085 Total		44.41						
62086	8/1/2023	410	AQUA SIERRA CONTROLS INC.	33563	430	52500	690	DOUBLESHOT WELL #4 & #6 - SEWER
62086 Total		410						
62087	8/1/2023	5655	SADIE ASH	8/1/2023	101	53601	215	23 GRANT WORK & MISC - ECON. DEV.
62087 Total		5655						
62088	8/2/2023	1170	BREWER ENVIRONMENTAL CONS	COLUSA-23	101	52500	220	CH, STUDIES, REVIEW MAPS, WESCOTT SUB.
62088 Total		1170						
62089	8/1/2023	98	CLIFFORD BURRIOUS	PO 65908	253	52400	640	PERMIT FOR POOL SNACK BAR - POOL
62089 Total		98						
62090	8/1/2023	280.69	CARVALHO'S HEATING&AIR CO	13610	101	52700	710	BUILDING MAINTENANCE - POLICE
62090	8/1/2023	361.22	CARVALHO'S HEATING&AIR CO	13619	101	52720	320	CLEAN AIR FILTER - FIRE
62090 Total		641.91						
62091	8/1/2023	250	CCAC	300002415	101	52850	110	MEMBER DUES - CITY CLERK
62091 Total		250						
62092	8/1/2023	42.16	CINTAS	416220168	101	51200	630	LINEN MAINTENANCE
62092	8/1/2023	42.17	CINTAS	416220168	101	51200	650	LINEN MAINTENANCE
62092	8/1/2023	69.72	CINTAS	416220176	410	51200	670	LINEN MAINTENANCE
62092	8/1/2023	69.73	CINTAS	416220176	430	51200	690	LINEN MAINTENANCE
62092	8/1/2023	69.72	CINTAS	416293160	410	51200	670	LINEN MAINTENANCE
62092	8/1/2023	69.73	CINTAS	416293160	430	51200	690	LINEN MAINTENANCE
62092	8/1/2023	42.16	CINTAS	416293161	101	51200	630	LINEN MAINTENANCE
62092	8/1/2023	42.17	CINTAS	416293161	101	51200	650	LINEN MAINTENANCE
62092 Total		447.56						
62093	8/1/2023	81	CITY OF YUBA CITY	30561	430	52520	690	TESTING - SEWER
62093	8/1/2023	81	CITY OF YUBA CITY	30563	430	52520	690	TESTING - SEWER
62093 Total		162						
62094	8/1/2023	171	COLUSA INDIAN HEALTH CLIN	8/1/2023	101	53800	630	W EMPLOYEE PHYSICAL - STREETS
62094 Total		171						
62095	8/1/2023	340	COLUSA PROFESSIONAL	8/1/2023	101	22400		P/R Liab - Firemen Assoc
62095 Total		340						
62096	8/1/2023	2190.22	COLUSA GROUNDWATER AUTHOF	32	410	52500	670	ATIONS FLAT FEE 2022-2023 - WATER
62096 Total		2190.22						
62097	8/1/2023	208.47	DERODA INC.	87049	410	52720	670	EQUIPMENT MAINT. - WATER
62097	8/1/2023	64.95	DERODA INC.	87547	101	52700	630	BUILDING MAINTENANCE - STREETS
62097	8/1/2023	152.25	DERODA INC.	87602	430	52720	690	EQUIPMENT MAINT. - SEWER
62097	8/1/2023	22.8	DERODA INC.	87612	430	52720	690	EQUIPMENT MAINT. - SEWER
62097	8/1/2023	14.86	DERODA INC.	88388	101	52720	630	EQUIPMENT MAINT. - STREETS
62097 Total		463.33						
62098	8/1/2023	148.16	COMCAST	8/1/2023	101	53200	710	ES FROM JUL 21-AUG 20, 2023 - POLICE
62098 Total		148.16						

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62099	8/1/2023	319.79	CORBIN WILLITS SYSTEMS IN	8/1/2023	101	53300	230	ENHANCEMENT AND SERVICE FEES	
62099	8/1/2023	319.79	CORBIN WILLITS SYSTEMS IN	8/1/2023	410	53300	230	ENHANCEMENT AND SERVICE FEES	
62099	8/1/2023	319.81	CORBIN WILLITS SYSTEMS IN	8/1/2023	430	53300	230	ENHANCEMENT AND SERVICE FEES	
62099 Total		959.39							
62100	8/1/2023	513.5	COLUSA POLICE ASSOCIATION	8/1/2023	101	22410		P/R Liab - Police Assoc D	
62100 Total		513.5							
62101	8/1/2023	114.18	L.N. CURTIS AND SONS	INV704956	214	51200	710	CLOTHING - POLICE	
62101 Total		114.18							
62102	8/1/2023	2818.37	DAVIES OIL COMPANY, INC.	71726	101	52270	710	Fuel	
62102	8/1/2023	847.93	DAVIES OIL COMPANY, INC.	71726	101	52270	320	Fuel	
62102	8/1/2023	346.7	DAVIES OIL COMPANY, INC.	71726	101	52270	650	Fuel	
62102	8/1/2023	643.22	DAVIES OIL COMPANY, INC.	71726	101	52270	630	Fuel	
62102	8/1/2023	1043.31	DAVIES OIL COMPANY, INC.	71726	430	52270	690	Fuel	
62102	8/1/2023	593.58	DAVIES OIL COMPANY, INC.	71726	410	52270	670	Fuel	
62102	8/1/2023	1041.71	DAVIES OIL COMPANY, INC.	395464	101	52270	630	Fuel	
62102 Total		7334.82							
62103	8/1/2023	52	DEPARTMENT OF JUSTICE	PO 64306	101	52430	710	Weapons Permit Police	
62103 Total		52							
62104	8/1/2023	499.89	FIDELITY SECURITY LIFE IN	8/1/2023	997	22330		VISION INSURANCE PREMIUMS	
62104 Total		499.89							
62105	8/1/2023	97.87	GRIFF'S FEED & SEED	8356	101	51200	630	BOOTS FOR STEVEN J. - STREETS	
62105	8/1/2023	97.87	GRIFF'S FEED & SEED	8356	101	51200	650	BOOTS FOR STEVEN J. - PARKS	
62105 Total		195.74							
62106	8/1/2023	404.6	THE HARTFORD	8/1/2023	997	22310		LIFE INSURANCE PREMIUM	
62106 Total		404.6							
62107	8/1/2023	1750.85	HdL Coren & Cone	SIN030108	101	52500	230	SERVICES PROPERTY TAX: JULY-SEPT 2023	
62107 Total		1750.85							
62108	8/1/2023	36.43	JOHNSON PRINTING & DESIGN	67404	101	52100	310	BUSINESS CARDS(W.PAXTON) - BLDG. INS.	
62108 Total		36.43							
62109	8/1/2023	1540.13	LES SCHWAB TIRE CENTER	621003517	430	52720	690	EQUIPMENT MAINTENANCE - SEWER	
62109 Total		1540.13							
62110	8/1/2023	135.76	LIFE-ASSIST INC.	1347860	101	52150	320	MEDICAL SUPPLIES - FIRE	
62110	8/1/2023	163.02	LIFE-ASSIST INC.	1347978	101	52150	320	MEDICAL SUPPLIES - FIRE	
62110 Total		298.78							
62111	8/1/2023	5436.29	MARTIN FAMILY FARMS	PO 65909	263	52112	215	ENTERPRISE LOAN-(DAVIS MACHINE SHOP)	
62111 Total		5436.29							
62112	8/1/2023	891	MASA GLOBAL BUILDING	1567374	101	22550		MEDICAL AIR SERVICE- JULY 2023	
62112 Total		891							
62113	8/1/2023	63.66	MERIDIAN SUPPLY	158155	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62113 Total		63.66							
62114	8/1/2023	13.85	GEORGE L. MESSICK CO.	592068/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62114	8/1/2023	6.51	GEORGE L. MESSICK CO.	592144/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62114	8/1/2023	89.66	GEORGE L. MESSICK CO.	592197/1	101	52110	650	SUPPLIES - PARKS	
62114	8/1/2023	168.53	GEORGE L. MESSICK CO.	592201/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62114	8/1/2023	15.21	GEORGE L. MESSICK CO.	592278/1	101	52110	650	SUPPLIES - PARKS	
62114	8/1/2023	23.91	GEORGE L. MESSICK CO.	592302/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62114	8/1/2023	58.67	GEORGE L. MESSICK CO.	592314/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62114	8/1/2023	37.91	GEORGE L. MESSICK CO.	592321/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS	
62114	8/1/2023	3.25	GEORGE L. MESSICK CO.	592333/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62114	8/1/2023	42.38	GEORGE L. MESSICK CO.	592334/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62114	8/1/2023	16.3	GEORGE L. MESSICK CO.	592657/1	101	52110	630	SUPPLIES - STREETS	
62114	8/1/2023	54.35	GEORGE L. MESSICK CO.	592682/1	101	52110	650	SUPPLIES - PARKS	
62114	8/1/2023	3.55	GEORGE L. MESSICK CO.	592814/1	253	52110	640	SUPPLIES - REC	
62114	8/1/2023	52.18	GEORGE L. MESSICK CO.	593144/1	101	52110	650	SUPPLIES - PARKS	
62114	8/1/2023	15.18	GEORGE L. MESSICK CO.	593150/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62114	8/1/2023	9.78	GEORGE L. MESSICK CO.	593159/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62114	8/1/2023	7.59	GEORGE L. MESSICK CO.	593192/1	253	52700	640	BUILDING MAINTENANCE - REC	
62114	8/1/2023	139.15	GEORGE L. MESSICK CO.	593225/1	101	52110	630	SUPPLIES - STREETS	
62114	8/1/2023	17.38	GEORGE L. MESSICK CO.	K91737/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62114 Total		775.34							
62115	8/1/2023	1750	MetLife Investors	8/1/2023	101	22510		P/R Liab - Deferred Comp	
62115 Total		1750							
62116	8/1/2023	578.59	MME, MUNICIPAL MAINT., EQ	6470	101	52720	630	LABOR - DROP DOWN CABLE - STREETS	
62116 Total		578.59							
62117	8/1/2023	28.75	MT. SHASTA SPRING WATER	402997	101	53300	630	5 GAL SPRING WATER - STREETS	
62117 Total		28.75							
62118	8/1/2023	509.62	NORTHERN CALIFORNIA WATER	10444	410	52400	670	23 VOTING MEMBERSHIP - WATER	
62118 Total		509.62							
62119	8/1/2023	282.99	PACE SUPPLY CORP.	8/1/2023	410	52700	670	BUILDING MAINTENANCE - SEWER	
62119	8/1/2023	235.95	PACE SUPPLY CORP.	8/1/2023	410	52700	670	BUILDING MAINTENANCE - WATER	
62119	8/1/2023	1250.21	PACE SUPPLY CORP.	88774910	410	52700	670	BUILDING MAINTENANCE - WATER	
62119 Total		1769.15							
62120	8/1/2023	29.9	PAPE MACHINERY	14636169	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62120 Total		29.9							
62121	8/1/2023	2477.81	PACIFIC GAS AND ELECTRIC	8/1/2023	101	52600	610	Utilities	
62121	8/1/2023	1784.96	PACIFIC GAS AND ELECTRIC	8/1/2023	101	52600	710	Utilities	
62121	8/1/2023	2920.25	PACIFIC GAS AND ELECTRIC	8/1/2023	101	52600	320	Utilities	
62121	8/1/2023	789.2	PACIFIC GAS AND ELECTRIC	8/1/2023	101	52600	630	Utilities	
62121	8/1/2023	17.46	PACIFIC GAS AND ELECTRIC	8/1/2023	620	52600	630	Utilities	
62121	8/1/2023	34.95	PACIFIC GAS AND ELECTRIC	8/1/2023	610	52600	630	Utilities	
62121	8/1/2023	8598.13	PACIFIC GAS AND ELECTRIC	8/1/2023	241	52600	630	Utilities	
62121	8/1/2023	179.44	PACIFIC GAS AND ELECTRIC	8/1/2023	640	52600	630	Utilities	
62121	8/1/2023	47.15	PACIFIC GAS AND ELECTRIC	8/1/2023	101	52600	640	Utilities	
62121	8/1/2023	996.33	PACIFIC GAS AND ELECTRIC	8/1/2023	101	52600	650	Utilities	
62121	8/1/2023	2129.9	PACIFIC GAS AND ELECTRIC	8/1/2023	253	52600	640	Utilities	
62121	8/1/2023	21908.34	PACIFIC GAS AND ELECTRIC	8/1/2023	410	52600	670	Utilities	
62121	8/1/2023	42124.84	PACIFIC GAS AND ELECTRIC	8/1/2023	430	52600	690	Utilities	
62121	8/1/2023	994.9	PACIFIC GAS AND ELECTRIC	8/1/2023	310	52600	650	Utilities	

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62121 Total		85003.66							
62122	8/1/2023	4811.41	PREMIER ACCESS INSURANCE	8/1/2023	997	22320		DENTAL INSURANCE PREMIUMS	
62122 Total		4811.41							
62123	8/1/2023	88.05	QUILL CORPORATION	33502991	101	52100	230	OFFICE SUPPLIES - FINANCE	
62123	8/1/2023	274.07	QUILL CORPORATION	33668620	101	52100	230	STORAGE BOXES - FINANCE	
62123	8/1/2023	329.12	QUILL CORPORATION	33675617	101	52100	230	OFFICE SUPPLIES - FINANCE	
62123	8/1/2023	34.78	QUILL CORPORATION	33706337	310	52110	650	YELLOW PAPER - STATE PARK	
62123 Total		726.02							
62124	8/1/2023	2299.44	SAN JOAQUIN CHEMICALS, IN	142348	430	52260	690	CHEMICALS - SEWER	
62124 Total		2299.44							
62125	8/1/2023	200	SIERRA CENTRAL CREDIT UNI	8/1/2023	101	22500		P/R Liab - Credit Union	
62125 Total		200							
62126	8/1/2023	61	STATE DISBURSEMENT UNIT	8/1/2023	101	22520		COURT ORDERED CHILD SUPPORT	
62126 Total		61							
62127	8/1/2023	37.63	STOHLMAN ENTERPRISES INC	12055	430	52700	690	FUSES - SEWER	
62127 Total		37.63							
62128	8/1/2023	2951	SUN RIDGE SYSTEMS, INC.	7616	101	53300	710	PORT SERVICES JULY 1, 2023-JUNE 30, 2024	
62128 Total		2951							
62129	8/1/2023	463.48	UNDERGROUND SERVICE ALERT	202311324	410	52850	670	MEMEBERSHIP PLUS UNIQUE - WATER	
62129	8/1/2023	463.49	UNDERGROUND SERVICE ALERT	202311324	430	52850	690	MEMEBERSHIP PLUS UNIQUE - SEWER	
62129	8/1/2023	166.25	UNDERGROUND SERVICE ALERT	23USB1132	410	52850	670	A. STATE FEE REG. COSTS - WATER	
62129	8/1/2023	166.25	UNDERGROUND SERVICE ALERT	23USB1132	430	52850	690	A. STATE FEE REG. COSTS - SEWER	
62129 Total		1259.47							
62130	8/1/2023	931.06	USA BLUEBOOK	INV78849	410	52700	670	BUILDING MAINTENANCE - WATER	
62130 Total		931.06							
62131	8/1/2023	590.24	U. S. POST OFFICE	8/1/2023	410	52100	670	POSTAGE FOR UTILITY BILLS/WATER	
62131	8/1/2023	590.24	U. S. POST OFFICE	8/1/2023	430	52100	690	POSTAGE FOR UTILITY BILLS/SEWER	
62131 Total		1180.48							
62132	8/1/2023	46.4	VERIZON WIRELESS	8/1/2023	310	53200	650	CITY CELL PHONES	
62132	8/1/2023	400	VERIZON WIRELESS	8/1/2023	101	53200	710	CITY CELL PHONES	
62132	8/1/2023	170.6	VERIZON WIRELESS	8/1/2023	430	53200	690	CITY CELL PHONES	
62132	8/1/2023	46.88	VERIZON WIRELESS	8/1/2023	410	53200	670	CITY CELL PHONES	
62132	8/1/2023	82.8	VERIZON WIRELESS	8/1/2023	101	53200	650	CITY CELL PHONES	
62132	8/1/2023	228.53	VERIZON WIRELESS	8/1/2023	101	53200	630	CITY CELL PHONES	
62132	8/1/2023	89.89	VERIZON WIRELESS	8/1/2023	101	53200	210	CITY CELL PHONES	
62132 Total		1065.1							
62133	8/1/2023	969.91	WHITE CAP, LP	500231038	263	60010	650	PLASH PAD EQUIPMENT - PARKS	
62133 Total		969.91							
62134	8/1/2023	48	COLUSA COUNTY PIONEER REV	2023-0492	101	53300	215	R PROPOSALS-COMPREHENSIVE SAFETY PLAN	
62134 Total		48							
62135	7/27/2023	207.94	JASDEEP SINGH	000C30801	410	20310		MQ CUSTOMER REFUND FOR SIN0006	
62135 Total		207.94							
62136	8/1/2023	252.95	DERODA INC.	85948	214	52720	710	EQUIPMENT MAINTENANCE - POLICE	
62136 Total		252.95							

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62137	8/2/2023	16114.88	EXACOM, INC.	23060701	101	52720	231	WARE UPGRADE FOR DISPATCH - FIRE	
62137 Total		16114.88							
62138	8/1/2023	18.48	GEORGE L. MESSICK CO.	591360/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62138 Total		18.48							
62139	8/1/2023	394832.89	NEXGEN ASSET MANAGEMENT	3818	430	62681	690	UPGRADES & SYSTEM DESIGN - SEWER	
62139 Total		394832.89							
62140	8/3/2023	379.33	TIM GANGL WEB DEVELOPMENT	8/3/2023	101	52500	215	PROFESSIONAL SERVICES - ECON. DEV.	
62140 Total		379.33							
62141	8/15/2023	89.88	DERODA INC.	87216	214	52720	710	OIL FILTER - POLICE	
62141	8/15/2023	320.5	DERODA INC.	87244	214	52720	710	EQUIPMENT MAINT. - POLICE	
62141 Total		410.38							
62142	8/15/2023	124.19	GEORGE L. MESSICK CO.	591063/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62142 Total		124.19							
62143	8/15/2023	7.86	SUPERIOR CALIFORNIA OFFIC	INV105691	214	52100	710	OFFICE EXPENSE - POLICE	
62143 Total		7.86							
62144	8/15/2023	104.78	AIRGAS USA, LLC	550134102	101	52150	320	OXYGEN - FIRE	
62144	8/15/2023	220.09	AIRGAS USA, LLC	550137090	101	52150	320	OXYGEN - FIRE	
62144	8/15/2023	52.74	AIRGAS USA, LLC	914045726	101	52150	320	OXYGEN - FIRE	
62144 Total		377.61							
62145	8/15/2023	494.97	ALLIANT NETWORKING SERVIC	14692	101	52500	230	NTENANCE AGREEMENT SEPT 2023	
62145	8/15/2023	494.97	ALLIANT NETWORKING SERVIC	14692	410	52500	230	NTENANCE AGREEMENT SEPT 2023	
62145	8/15/2023	494.98	ALLIANT NETWORKING SERVIC	14692	430	52500	230	NTENANCE AGREEMENT SEPT 2023	
62145 Total		1484.92							
62146	8/15/2023	363.17	AT&T	20320584	101	53200	710	VICES 7/1/2023-7/31/2023 - POLICE	
62146 Total		363.17							
62147	8/15/2023	320.1	AT&T MOBILITY	8/15/2023	101	53200	320	WIRELESS PHONES - FIRE	
62147 Total		320.1							
62148	8/10/2023	238.25	JOHN BURGER HEATING AND A	69567	410	52700	670	RLY MAINT, CHANGED OUT ALL FILTERS	
62148	8/10/2023	238.25	JOHN BURGER HEATING AND A	69567	430	52700	690	RLY MAINT, CHANGED OUT ALL FILTERS	
62148 Total		476.5							
62149	8/10/2023	1652.01	BUTTE SAND & GRAVEL	107403	410	52700	670	SAND - WATER	
62149 Total		1652.01							
62150	8/14/2023	1955.9	CA DEPT TAX AND FEE ADMIN	TF500515	101	53800	230	LEMENTATION (MEASURE B) - FINANCE	
62150 Total		1955.9							
62151	8/15/2023	181.4	CALIFORNIA ENGINEERING CO	12117	101	52500	620	GENERAL SERVICES	
62151	8/15/2023	181.4	CALIFORNIA ENGINEERING CO	12117	410	52500	620	GENERAL SERVICES	
62151	8/15/2023	180.31	CALIFORNIA ENGINEERING CO	12117	430	52500	620	GENERAL SERVICES	
62151	8/15/2023	32.07	CALIFORNIA ENGINEERING CO	12117	101	52500	620	GENERAL SERVICES	
62151	8/15/2023	32.07	CALIFORNIA ENGINEERING CO	12117	410	52500	620	GENERAL SERVICES	
62151	8/15/2023	33.04	CALIFORNIA ENGINEERING CO	12117	430	52500	620	GENERAL SERVICES	
62151	8/15/2023	4125	CALIFORNIA ENGINEERING CO	12118	410	52500	620	COLUSA WATER MASTER PLAN	
62151	8/15/2023	651.72	CALIFORNIA ENGINEERING CO	12119	507	52500	620	ARCO GAS STATION DEV. PLAN	
62151 Total		5417.01							
62152	8/8/2023	40	CHIRAG WALAND	PO65910	101	53600	640	REFUND-SHORIN RYU / REC	

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62152 Total		40							
62153	8/10/2023	69.72	CINTAS	416358355	410	51200	670	LINEN MAINTENANCE- WATER	
62153	8/10/2023	69.73	CINTAS	416358355	430	51200	690	LINEN MAINTENANCE - SEWER	
62153	8/10/2023	42.16	CINTAS	416358362	101	51200	630	LINEN MAINTENANCE- STREETS	
62153	8/10/2023	42.17	CINTAS	416358362	101	51200	650	LINEN MAINTENANCE- PARKS	
62153	8/15/2023	69.72	CINTAS	416432659	410	51200	670	LINEN MAINTENANCE - WATER	
62153	8/15/2023	69.73	CINTAS	416432659	430	51200	690	LINEN MAINTENANCE - SEWER	
62153	8/15/2023	45.98	CINTAS	416432660	101	51200	630	LINEN MAINTENANCE- STREETS	
62153	8/15/2023	45.97	CINTAS	416432660	101	51200	650	LINEN MAINTENANCE - PARKS	
62153 Total		455.18							
62154	8/15/2023	3525	COLUSA INDUSTRIAL PROPERT	6626	410	57200	670	ER SERVICE 7/17/23-731/23 - WATER	
62154 Total		3525							
62155	8/15/2023	1530.8	CITY OF WILLIAMS	8/15/2023	101	52500	230	TTAL OF LAFCO FY 23/24 LAFCO BUDGET	
62155	8/15/2023	1530.8	CITY OF WILLIAMS	8/15/2023	410	52500	230	TTAL OF LAFCO FY 23/24 LAFCO BUDGET	
62155	8/15/2023	1530.82	CITY OF WILLIAMS	8/15/2023	430	52500	230	TTAL OF LAFCO FY 23/24 LAFCO BUDGET	
62155 Total		4592.42							
62156	8/10/2023	4391.33	CLEARLAKE LAVA, INC	25436	253	60010	650	SPLASH PAD - PARKS	
62156 Total		4391.33							
62157	8/14/2023	100664.6	COLUSA COUNTY AUDITOR	8/14/2023	101	55890	230	LES RECORD COUNTY SHARE / FINANCE	
62157 Total		100664.6							
62158	8/9/2023	7913.25	COUNTY OF COLUSA/OFFICE O	8/9/2023	101	52541	710	CONTROL SVC 4 QRT APRIL-JUNE / POLICE	
62158	8/9/2023	30920.4	COUNTY OF COLUSA/OFFICE O	8/10/2023	101	52541	710	ATCH SVC 4TH QRT FY 22-23 - POLICE	
62158 Total		38833.65							
62159	8/15/2023	77.45	COLUSANET, INC	149114	310	52600	650	CESS MONTHLY RATE AUG 2023- STATE PARK	
62159 Total		77.45							
62160	8/8/2023	204.2	DERODA INC.	88063	214	52720	710	ANSMISSION FILTER KIT-TAHOE / POLICE	
62160 Total		204.2							
62161	8/8/2023	338.51	COMPUTER LOGISTICS	84393	214	52500	710	ONTHLY CLOUD SERVICE / POLICE	
62161 Total		338.51							
62162	8/10/2023	141.54	COMCAST	8/10/2023	101	53200	630	CES FROM 7/31-8/30/2023 - STREETS	
62162	8/15/2023	408.33	COMCAST	8/15/2023	101	53200	230	FROM AUG 13, 23- SEPT 12, 23 - FINANCE	
62162	8/15/2023	63.8	COMCAST	8/15/2023	101	53200	320	S AUG 09, 2023 TO SEPT 08, 2023 - FIRE	
62162 Total		613.67							
62163	8/15/2023	150	CORONADO, RONI	1	101	53600	640	5 SHIRTS FOR SPORTS CAMP - REC	
62163 Total		150							
62164	8/15/2023	110	DAVIES CHEVRON	8/15/2023	214	52720	710	CARWASH X 11 - POLICE	
62164 Total		110							
62165	8/10/2023	1092.91	WILBUR-ELLIS COMPANY LLC	15972664	101	52260	630	ROUNDUP- STREETS	
62165	8/10/2023	1092.92	WILBUR-ELLIS COMPANY LLC	15972664	101	52260	650	ROUNDUP- PARKS	
62165 Total		2185.83							
62166	8/15/2023	52	DEPARTMENT OF JUSTICE	PO 64308	101	52430	710	Weapons Permit Police	
62166 Total		52							
62167	8/15/2023	186	DEPARTMENT OF JUSTICE	PO 64307	101	52430	710	CCW PERMIT - POLICE	
62167 Total		186							

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62168	8/15/2023	176.43	FRONTIER	8/15/2023	101	53200	230	Communications		
62168	8/15/2023	105.22	FRONTIER	8/15/2023	101	53200	220	Communications		
62168	8/15/2023	105.22	FRONTIER	8/15/2023	101	53200	610	Communications		
62168	8/15/2023	59.45	FRONTIER	8/15/2023	101	53200	230	Communications		
62168	8/15/2023	59.45	FRONTIER	8/15/2023	101	53200	220	Communications		
62168	8/15/2023	59.45	FRONTIER	8/15/2023	101	53200	650	Communications		
62168	8/15/2023	59.45	FRONTIER	8/15/2023	410	53200	670	Communications		
62168	8/15/2023	59.45	FRONTIER	8/15/2023	430	53200	690	Communications		
62168	8/15/2023	59.45	FRONTIER	8/15/2023	101	53200	310	Communications		
62168	8/15/2023	59.45	FRONTIER	8/15/2023	101	53200	640	Communications		
62168	8/15/2023	640.43	FRONTIER	8/15/2023	101	53200	710	Communications		
62168	8/15/2023	166.47	FRONTIER	8/15/2023	101	53200	320	Communications		
62168	8/15/2023	126.1	FRONTIER	8/15/2023	101	53200	630	Communications		
62168	8/15/2023	126.1	FRONTIER	8/15/2023	101	53200	630	Communications		
62168	8/15/2023	206.19	FRONTIER	8/15/2023	410	53200	670	Communications		
62168	8/15/2023	437.1	FRONTIER	8/15/2023	430	53200	690	Communications		
62168	8/15/2023	87.59	FRONTIER	8/15/2023	253	53200	640	Communications		
62168	8/15/2023	691.57	FRONTIER	8/15/2023	101	53200	320	Communications		
62168 Total		3284.57								
62169	8/10/2023	97.85	GRIFF'S FEED & SEED	8335	101	51200	630	TEE PANTS FOR DJ (3X) / STREETS		
62169 Total		97.85								
62170	8/15/2023	2474.5	JONES MAYER	8/15/2023	101	52500	240	CORNER SERVICES- GENERAL FUND RETAINER		
62170	8/15/2023	2474.5	JONES MAYER	8/15/2023	410	52500	240	CORNER SERVICES/ WATER FUND RETAINER		
62170	8/15/2023	2437.57	JONES MAYER	8/15/2023	430	52500	240	CORNER SERVICES/SEWER FUND RETAINER		
62170	8/15/2023	59.05	JONES MAYER	8/15/2023	101	52500	240	CITY ATTORNEY SERVICES		
62170 Total		7445.62								
62171	8/15/2023	2335.43	JON'S BACKFLOW	637	410	52500	670	PIPE REPAIR FOR WATER PLANT BACKFLOW		
62171 Total		2335.43								
62172	8/14/2023	5125	JV'S CUSTOM CONCRETE	8/14/2023	253	60010	650	REINFORCEMENT & SAWCUT CONCRETE FOR SPLASH PAD		
62172 Total		5125								
62173	8/10/2023	29.78	LES SCHWAB TIRE CENTER	621003534	101	52720	630	FLAT TIRE REPAIR - STREETS		
62173 Total		29.78								
62174	8/15/2023	5729.16	LIFE-ASSIST INC.	1351170	101	52150	320	MEDICAL SUPPLIES - FIRE		
62174 Total		5729.16								
62175	8/15/2023	2273.96	LINCOLN AQUATICS	SN104194	253	52250	640	CHLORINE - POOL		
62175 Total		2273.96								
62176	8/8/2023	683.34	MACLEOD WATTS, INC	80423	101	52500	230	ANNUAL GASB 75 REPORT FY END 6/30/23		
62176	8/8/2023	683.33	MACLEOD WATTS, INC	80423	410	52500	230	ANNUAL GASB 75 REPORT FY END 6/30/23		
62176	8/8/2023	683.33	MACLEOD WATTS, INC	80423	430	52500	230	ANNUAL GASB 75 REPORT FY END 6/30/23		
62176 Total		2050								
62177	8/10/2023	500	MARKS, GABRIEL	8/10/2023	310	52500	650	STATE PARK CAMP HOST AUG. 2023		
62177 Total		500								
62178	8/9/2023	500	MARTIN FAMILY FARMS	33	253	53600	640	POPKIN BINS (PUMPKIN PLUNGE) - POOL		
62178 Total		500								

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62179	8/10/2023	49.32	MERIDIAN SUPPLY	158329	101	52720	630	FILE HOLDER - STREETS	
62179 Total		49.32							
62180	8/14/2023	34.78	GEORGE L. MESSICK CO.	590905/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS	
62180	8/14/2023	10.86	GEORGE L. MESSICK CO.	590917/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62180	8/14/2023	16.9	GEORGE L. MESSICK CO.	590923/1	410	52720	670	EQUIPMENT MAINTENANCE - WATER	
62180	8/14/2023	7.37	GEORGE L. MESSICK CO.	590968/1	410	52720	670	EQUIPMENT MAINTENANCE - WATER	
62180	8/14/2023	16.3	GEORGE L. MESSICK CO.	591015/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62180	8/14/2023	30.43	GEORGE L. MESSICK CO.	591043/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62180	8/14/2023	2.71	GEORGE L. MESSICK CO.	591050/1	410	52720	670	EQUIPMENT MAINTENANCE - WATER	
62180	8/14/2023	96.77	GEORGE L. MESSICK CO.	591088/1	253	52720	640	EQUIPMENT MAINTENANCE - POOL	
62180	8/14/2023	35.88	GEORGE L. MESSICK CO.	591120/1	410	52700	670	BUILDING MAINTENANCE - WATER	
62180	8/14/2023	32.59	GEORGE L. MESSICK CO.	591145/1	410	52720	670	EQUIPMENT MAINT. - WATER	
62180	8/14/2023	20.64	GEORGE L. MESSICK CO.	591256/1	410	52700	670	BUILDING MAINTENANCE - WATER	
62180	8/14/2023	25	GEORGE L. MESSICK CO.	591267/1	430	52720	690	EQUIPMENT MAINTENANCE - SEWER	
62180	8/14/2023	69.56	GEORGE L. MESSICK CO.	591289/1	430	52720	690	EQUIPMENT MAINTENANCE - SEWER	
62180	8/14/2023	86.96	GEORGE L. MESSICK CO.	591301/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62180	8/14/2023	165.26	GEORGE L. MESSICK CO.	591548/1	410	52250	670	CHLORINE - WATER	
62180	8/14/2023	548.01	GEORGE L. MESSICK CO.	591560/1	101	52720	650	EQUIPMENT MAINT. - PARKS	
62180	8/14/2023	22.78	GEORGE L. MESSICK CO.	591656/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS	
62180	8/14/2023	130.17	GEORGE L. MESSICK CO.	592123/1	263	60010	650	SUPPLIES FOR SPLASH PAD	
62180	8/14/2023	164.17	GEORGE L. MESSICK CO.	592137/1	410	52700	670	BUILDING MAINTENANCE - WATER	
62180	8/14/2023	36.95	GEORGE L. MESSICK CO.	592152/1	263	60010	650	CONDUIT - SPLASH PAD	
62180	8/14/2023	32.6	GEORGE L. MESSICK CO.	592179/1	430	52720	690	EQUIPMENT MAINTENANCE - WATER	
62180	8/14/2023	78.18	GEORGE L. MESSICK CO.	592219/1	410	52720	670	EQUIPMENT MAINTENANCE - WATER	
62180	8/14/2023	357.79	GEORGE L. MESSICK CO.	592292/1	101	52720	630	EQUIPMENT MAINT. - STREETS	
62180	8/14/2023	22.8	GEORGE L. MESSICK CO.	592331/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS	
62180	8/8/2023	1.95	GEORGE L. MESSICK CO.	592339/1	101	52700	320	SUPPLY HOSE / FIRE	
62180	8/14/2023	7.05	GEORGE L. MESSICK CO.	592436/1	430	52720	690	EQUIPMENT MAINTENANCE - SEWER	
62180	8/14/2023	280.52	GEORGE L. MESSICK CO.	592585/1	253	52260	640	CHEMICALS - REC	
62180	8/14/2023	65.24	GEORGE L. MESSICK CO.	592602/1	253	52720	640	BLOWER ELECT - POOL	
62180	8/14/2023	22.18	GEORGE L. MESSICK CO.	592651/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS	
62180	8/14/2023	48.9	GEORGE L. MESSICK CO.	592794/1	410	52720	670	EQUIPMENT MAINTENANCE - WATER	
62180	8/14/2023	20.65	GEORGE L. MESSICK CO.	592798/1	410	52700	670	BUILDING MAINTENANCE - WATER	
62180	8/14/2023	246.74	GEORGE L. MESSICK CO.	592805/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62180	8/14/2023	9.44	GEORGE L. MESSICK CO.	592816/1	410	52720	670	EQUIPMENT MAINT. - WATER	
62180	8/14/2023	43.47	GEORGE L. MESSICK CO.	592853/1	101	52720	650	EQUIPMENT MAINT. - PARKS	
62180	8/14/2023	98.04	GEORGE L. MESSICK CO.	592868/1	430	52700	690	BUILDING MAINTENANCE - SEWER	
62180	8/8/2023	47.59	GEORGE L. MESSICK CO.	592881/1	101	52700	320	CORNER BRACE,FASTENERS / FIRE	
62180	8/14/2023	76.1	GEORGE L. MESSICK CO.	592933/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62180	8/14/2023	420.86	GEORGE L. MESSICK CO.	592936/1	101	52720	650	RAINBIRD 6504 - PARKS	
62180	8/8/2023	49.52	GEORGE L. MESSICK CO.	592938/1	101	52700	320	FASTENERS / FIRE	
62180	8/14/2023	111.95	GEORGE L. MESSICK CO.	593230/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62180	8/8/2023	7.6	GEORGE L. MESSICK CO.	593235/1	101	52700	320	START FLUID / FIRE	
62180	8/14/2023	19.55	GEORGE L. MESSICK CO.	593247/1	410	52720	670	EQUIPMENT MAINTENANCE - WATER	

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62180	8/14/2023	10.85	GEORGE L. MESSICK CO.	593278/1	430	52720	690	EQUIPMENT MAINTENANCE - SEWER	
62180	8/10/2023	134.78	GEORGE L. MESSICK CO.	593302/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS	
62180	8/10/2023	10.86	GEORGE L. MESSICK CO.	593692/1	263	60010	650	SPLASH PAD - PARKS	
62180	8/10/2023	28.26	GEORGE L. MESSICK CO.	593716/1	101	52110	630	SUPPLIES - STREETS	
62180	8/10/2023	239.21	GEORGE L. MESSICK CO.	593721/1	253	52260	640	CHEMICALS - REC	
62180	8/10/2023	10.33	GEORGE L. MESSICK CO.	593829/1	101	52720	630	EQUIPMENT MAINTENANCE - STREETS	
62180	8/15/2023	26.08	GEORGE L. MESSICK CO.	593838/1	101	53800	320	PADLOCK - FIRE	
62180	8/15/2023	13.03	GEORGE L. MESSICK CO.	593933/1	214	52100	710	BATTERIES - POLICE	
62180	8/15/2023	4.33	GEORGE L. MESSICK CO.	593979/1	101	52720	320	EQUIPMENT MAINTENANCE - FIRE	
62180	8/15/2023	33.69	GEORGE L. MESSICK CO.	594059/1	101	52720	320	EQUIPMENT MAINT. - FIRE	
62180	8/15/2023	6.5	GEORGE L. MESSICK CO.	594268/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62180	8/15/2023	9.78	GEORGE L. MESSICK CO.	594589/1	101	52700	320	BUILDING MAINTENANCE - FIRE	
62180	8/15/2023	10.85	GEORGE L. MESSICK CO.	594866/1	101	52700	320	BUILDING MAINT. - FIRE	
62180	8/14/2023	36.96	GEORGE L. MESSICK CO.	K91745/1	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62180	8/8/2023	73.91	GEORGE L. MESSICK CO.	K91747/1	101	52700	320	STORAGE BOX / FIRE	
62180	8/14/2023	206.56	GEORGE L. MESSICK CO.	K91790/1	310	52720	650	HOSE & SPRINKLER HEAD - PARKS	
62180 Total		4478.79							
62181	8/15/2023	51.05	MT. SHASTA SPRING WATER	402999	101	53800	320	5 GAL SPRING WATER - FIRE	
62181	8/8/2023	35	MT. SHASTA SPRING WATER	403009	214	52100	710	5 GAL PURIFIED - POLICE	
62181	8/9/2023	29.35	MT. SHASTA SPRING WATER	405028	101	52100	230	5 GAL SPRING WATER - FINANCE	
62181	8/15/2023	50.15	MT. SHASTA SPRING WATER	497481	101	53800	320	5 GAL SPRING WATER - FIRE	
62181	8/9/2023	18.07	MT. SHASTA SPRING WATER	499539	101	52100	230	5 GAL SPRING WATER - FINANCE	
62181	8/9/2023	2.15	MT. SHASTA SPRING WATER	499540	101	52100	220	COOLER RENTAL - PLANNING	
62181 Total		185.77							
62182	8/15/2023	74.66	NCCSIF TREASURER	2808	101	51150	110	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	340.68	NCCSIF TREASURER	2808	101	51150	210	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	190.37	NCCSIF TREASURER	2808	101	51150	215	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	178.08	NCCSIF TREASURER	2808	101	51150	220	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	582.4	NCCSIF TREASURER	2808	101	51150	230	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	803.68	NCCSIF TREASURER	2808	101	51150	320	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	471.14	NCCSIF TREASURER	2808	101	51150	630	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	236.64	NCCSIF TREASURER	2808	101	51150	650	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	1454.73	NCCSIF TREASURER	2808	101	51150	710	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	341.96	NCCSIF TREASURER	2808	410	51150	670	022-23 LIABILITY BANKING LAYER	
62182	8/15/2023	325.66	NCCSIF TREASURER	2808	430	51150	690	022-23 LIABILITY BANKING LAYER	
62182 Total		5000							
62183	8/15/2023	109.4	PACE SUPPLY CORP.	8/15/2023	253	60010	650	SPLASH PAD MAINTENANCE - PARKS	
62183	8/15/2023	401.61	PACE SUPPLY CORP.	88774910-	253	60010	650	SPLASH PAD EQUIPMENT MAINT.	
62183 Total		511.01							
62184	8/8/2023	45.92	PACIFIC STORAGE COMPANY	5168603	214	52100	710	SHRED SERVICE / POLICE	
62184 Total		45.92							
62185	8/10/2023	90.25	PAPE MACHINERY	14671624	101	52720	650	EQUIPMENT MAINTENANCE - PARKS	
62185 Total		90.25							
62186	8/8/2023	7559.46	WYATT PAXTON	688	101	52500	310	SP,CALLS,PLN CHK,SITE INSP,MILEAGE/JULY	

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62186 Total		7559.46							
62187	8/15/2023	38716.2	RECOLOGY	8/15/2023	101	55891	230	BAGE DELINQUENT ACCT. - FINANCE	
62187 Total		38716.2							
62188	8/15/2023	3098.81	RIVERVIEW INTERNATIONAL T	8/15/2023	221	52720	320	ENT MAINTENANCE E-553 REPAIRS - FIRE	
62188 Total		3098.81							
62189	8/15/2023	45	SORENSEN PEST CONTROL, IN	1266884	101	52700	320	BUILDING MAINTENANCE - FIRE	
62189 Total		45							
62190	8/15/2023	45	STATE WATER RESOURCES	PO 65911	410	51300	670	RE-EXAM B. MITCHELL - WATER	
62190 Total		45							
62191	8/15/2023	51	SUPERIOR TIRE SERVICE	289763	101	52720	320	QUIPMENT MAINTENANCE - FIRE	
62191	8/15/2023	25	SUPERIOR TIRE SERVICE	290250	101	52720	630	QUIPMENT MAINTENANCE - STREETS	
62191 Total		76							
62192	8/8/2023	75	TRANSUNION RISK AND ALTER	202307-1	214	52500	710	MINIMUM ADJUSTMENT JULY /POLICE	
62192 Total		75							
62193	8/10/2023	200	TRI COUNTIES BANK	8/10/2023	101	51300	230	CSMFO - FINANCE	
62193	8/10/2023	279.9	TRI COUNTIES BANK	8/10/2023	101	52100	210	ZOOM - ADMIN SERVICES	
62193	8/10/2023	9.99	TRI COUNTIES BANK	8/10/2023	101	52500	215	ADOBE- ECON. DEV.	
62193	8/10/2023	45	TRI COUNTIES BANK	8/10/2023	101	52500	215	ONSTANT CONTACT - ECON. DEV.	
62193	8/10/2023	45.7	TRI COUNTIES BANK	8/10/2023	253	60010	650	AMAZON (SPLASH PAD) - PARKS	
62193	8/10/2023	17.37	TRI COUNTIES BANK	8/10/2023	101	51300	210	YARD BY MARRIOTT - ADMIN SERVICES	
62193	8/10/2023	54	TRI COUNTIES BANK	8/10/2023	101	51300	210	IG FOR AIRPORT SAC-ADMIN SERVICES	
62193	8/10/2023	471.04	TRI COUNTIES BANK	8/10/2023	101	51300	210	ENTERPRISE - ADMIN SERVICES	
62193	8/10/2023	51.86	TRI COUNTIES BANK	8/10/2023	101	51300	210	FISHBOWL - ADMIN SERVICES	
62193	8/10/2023	52.36	TRI COUNTIES BANK	8/10/2023	410	52700	670	AMAZON - WATER	
62193	8/10/2023	10.86	TRI COUNTIES BANK	8/10/2023	101	52110	630	AMAZON - STREETS	
62193	8/10/2023	361.05	TRI COUNTIES BANK	8/10/2023	410	52700	670	AMAZON (TURBO NOZZLE) - WATER	
62193	8/10/2023	905.88	TRI COUNTIES BANK	8/10/2023	101	52700	630	ICE MAKER MACHINE - STREETS	
62193	8/10/2023	905.9	TRI COUNTIES BANK	8/10/2023	101	52700	650	ICE MAKER MACHINE - PARKS	
62193	8/10/2023	905.88	TRI COUNTIES BANK	8/10/2023	101	52700	710	ICE MAKER MACHINE - POLICE	
62193	8/10/2023	158.72	TRI COUNTIES BANK	8/10/2023	101	52720	630	AMAZON - STREETS	
62193	8/10/2023	226.25	TRI COUNTIES BANK	8/10/2023	430	51300	690	OWPSACSTATE - SEWER	
62193	8/10/2023	179.99	TRI COUNTIES BANK	8/10/2023	430	51300	690	AMERICAN WATER - SEWER	
62193	8/10/2023	124.3	TRI COUNTIES BANK	8/10/2023	430	52700	690	ACCESS TRUCK PARTS - SEWER	
62193	8/10/2023	1707.27	TRI COUNTIES BANK	8/10/2023	253	60010	650	AMAZON (SPLASH PAD) - PARKS	
62193	8/10/2023	29	TRI COUNTIES BANK	8/10/2023	214	52100	710	WHENIWORK - POLICE	
62193	8/10/2023	301	TRI COUNTIES BANK	8/10/2023	101	51300	320	COMMUNITY COLLEGE - FIRE	
62193	8/10/2023	39.01	TRI COUNTIES BANK	8/10/2023	101	53600	640	MOR (ACTION SPORTS CAMP) - REC	
62193	8/10/2023	10.4	TRI COUNTIES BANK	8/10/2023	101	53600	640	MOR (ACTION SPORTS CAMP) - REC	
62193	8/10/2023	8.8	TRI COUNTIES BANK	8/10/2023	101	53600	640	GENERAL (ACTION SPORTS CAMP) - REC	
62193	8/10/2023	29.34	TRI COUNTIES BANK	8/10/2023	101	53600	640	MOR (ACTION SPORTS CAMP) - REC	
62193	8/10/2023	37.03	TRI COUNTIES BANK	8/10/2023	101	53600	640	MOR (ACTION SPORTS CAMP) - REC	
62193	8/10/2023	642.43	TRI COUNTIES BANK	8/10/2023	253	52700	640	LOWES FRIDGE - POOL	
62193	8/10/2023	32.36	TRI COUNTIES BANK	8/10/2023	253	52110	640	SAV MOR - POOL	
62193	8/10/2023	34.76	TRI COUNTIES BANK	8/10/2023	101	53600	640	CAESARS - (PARENT'S NIGHT OUT) - REC	

CITY OF COLUSA
AUGUST 2023
WARRANT LISTING

Item 3.

62193	8/10/2023	20.07	TRI COUNTIES BANK	8/10/2023	101	53600	640	PARENTS NIGHT OUT - REC		
62193	8/10/2023	85.79	TRI COUNTIES BANK	8/10/2023	253	52110	640	SAV MOR - POOL		
62193	8/10/2023	75.89	TRI COUNTIES BANK	8/10/2023	253	52110	640	SAV MOR - POOL		
62193	8/10/2023	93.91	TRI COUNTIES BANK	8/10/2023	253	52110	640	SAV MOR - POOL		
62193	8/10/2023	46.34	TRI COUNTIES BANK	8/10/2023	253	52110	640	SAV MOR - POOL		
62193	8/10/2023	40.06	TRI COUNTIES BANK	8/10/2023	253	52110	640	WAL MART- POOL		
62193	8/10/2023	33.71	TRI COUNTIES BANK	8/10/2023	253	52110	640	SAVMOR -- POOL		
62193	8/10/2023	8.99	TRI COUNTIES BANK	8/10/2023	101	53600	640	AID (ACTION SPORT'S CAMP) - REC		
62193 Total		8282.21								
62194	8/15/2023	1747.85	USA BLUEBOOK	INV98195	430	52520	690	TESTING - SEWER		
62194 Total		1747.85								
62195	8/8/2023	140	VALLEY TOXICOLOGY SERVICE	4765	214	52500	710	TOX & DRUG ANALYSIS-JULY / POLICE		
62195 Total		140								
62196	8/15/2023	9390.26	CALMAT CO.	73732594	246	57230	630	POWER PATCH TON - STREETS		
62196 Total		9390.26								
62197	8/10/2023	234.86	WHITE CAP, LP	500231270	101	52720	630	CONCRETE SPREADER - STREETS		
62197 Total		234.86								
62198	8/9/2023	72	COLUSA COUNTY PIONEER REV	2023-0484	101	53300	215	NOTICE- SAFETY ACTION PLAN - ECON. DEV.		
62198 Total		72								
62199	8/9/2023	276.23	XEROX CORPORATIONS	4596003	101	53300	215	COPIER LEASE		
62199	8/9/2023	276.23	XEROX CORPORATIONS	4596003	101	53300	220	COPIER LEASE		
62199	8/9/2023	276.23	XEROX CORPORATIONS	4596003	101	53300	230	COPIER LEASE		
62199 Total		828.69								
62200	8/28/2023	1181.25	INTERWEST CONSULTING GROU	85839	507	52500	320	ARCO AM/PM - FIRE		
62200	8/28/2023	465	INTERWEST CONSULTING GROU	86872	507	52500	310	VIEW & ARCO AM/PM FROM 3/1-3/31/23		
62200 Total		1646.25								
62201	8/29/2023	305.5	ISHRAT AZIZ-KHAN	8/29/2023	101	51300	230	Y BOARD MEETINGS IN ROCKLIN - FINANCE		
62201 Total		305.5								
Grand Total		832919.84								



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

ITEM FOR OCTOBER 3, 2023

To: Colusa City Council Members

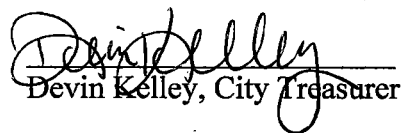
Re: Treasurer's Report for month ending August 2023

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

I have included a summary below:

Bank Balance as of August 31, 2023	\$5,130,299.02
Outstanding payables	(160,230.48)
LAIF Balance as of August 31, 2023	10,938,540.43
Petty Cash	500.00
Total Balance as of August 31, 2023	<u>\$15,909,108.97</u>

Respectfully submitted,


Devin Kelley, City Treasurer

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

Bank Records:

Wells Fargo Bank Balance - August 31, 2023	\$ 5,130,299.02
Wells Fargo Escrow Account Balance - August 31, 2023	-
 ADD / SUBTRACT:	
Outstanding Accounts Payable	(149,469.83)
Outstanding Payroll Payable	(10,760.65)
Reconciling Items:	-
<hr/>	
Reconciled Checking Balance - Wells Fargo Bank - August 31, 2023	4,970,068.54
LAIF Balance - August 31, 2023	10,938,540.43
Petty Cash Balance - August 31, 2023	500.00
<hr/>	
Total Reconciled Bank Balances - August 31, 2023	<u><u>\$ 15,909,108.97</u></u>

City Records (Post Journal Entries):

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 4,977,859.84
10995 - LAIF	10,938,540.43
10100 - Petty Cash	500.00
<hr/>	
Total Checking and LAIF	\$ 15,916,900.27
 ADD / SUBTRACT:	
Credit Card Deposits in MOMS - Not In Bank	(4,839.25)
Rec.Desk not posted - In Bank	239.80
Credit card Pmt	1,460.47
Cash draw to cover check # 19065	(4,652.32)
<hr/>	
Total Reconciled Book Balance - August 31, 2023	<u><u>\$ 15,909,108.97</u></u>



RECEIVED

Item 5.

SEP 14 2023

CITY OF COLUSA

September 11, 2023

Jesse Cain
City Manager
425 Webster Street
Colusa, Ca 95932

RE: Waste Collection Service Rate Increases Effective January 1, 2024

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 2.88%, the fuel component which increased 8.39%, and the disposal component which increased 3.36%. 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 3.33% increase, which equates to a \$1.58 increase per month for 96-gallon service. Commercial rates are also increasing 3.33% above the current rates.

The new rates will become effective January 1, 2024.

Sincerely,

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

Marci Walton
General Manager
Recology Butte Colusa Counties

CC: Scott Pardini
Wayne Moeller
Andres Corneliuz

Franchise Agreement

between

The City of Colusa

and

Recology Butte Colusa Counties

EXHIBIT A - Monthly Service Billing Rates

Effective January 1, 2024 through December 31, 2024

Residential	
Size	Rate
32 gallon	\$ 44.61
64 gallon	46.89
96 gallon	49.07

Temporary Bin Rental: 7 Days	
Size	Rate
3 cu yd	\$ 74.56
6 cu yd	\$ 126.78

Commercial					
Size	Frequency				
	1 x	2 x	3 x	4 x	5 x
96 gallon	\$ 49.07				
2 cu yd	133.78	\$ 267.52	\$ 401.33	\$ 535.12	\$ 668.83
3 cu yd	200.68	401.34	602.07	802.64	1,003.31
4 cu yd	267.56	535.19	802.71	1,070.34	1,337.90
6 cu yd	401.34	802.64	1,204.05	1,605.35	2,006.72
8 cu yd	535.16	1,070.28	1,605.41	2,140.39	2,675.68

Recology Butte Colusa Counties

City of Colusa

Monthly Service Billing Rates

Effective January 1, 2024 through December 31, 2024

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

Rates & Components: January 1, 2023 - December 31, 2023

Service Description	MSW Disposal	Fuel	Other Operating	Sub Total	Franchise Fee	TOTAL RATE
Adjustment Description					FFee	
Amount					10.000%	
Residential						
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
Commercial						
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
Temporary Bin Rental - 7 days						
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

Rates & Components Effective January 1, 2024 - December 31, 2024

Service Description	MSW Disposal	Fuel	Other Operating	Sub Total	Franchise Fee	TOTAL RATE
Adjustment Description Amount	Gate 3.360%	Fuel Index 8.390%	CPI Index 2.880%		FFee 10.000%	
Residential						
32 Gallon	\$ 14.63	\$ 2.04	\$ 23.48	\$ 40.15	\$ 4.47	\$ 44.61
64 Gallon	15.39	2.19	24.62	42.20	4.69	46.89
96 Gallon	16.10	2.30	25.76	44.16	4.91	49.07
Commercial						
96 Gallon - 1 x per week	\$ 16.10	\$ 2.30	\$ 25.76	\$ 44.16	\$ 4.91	\$ 49.07
2 Yard Bin - 1 x per week	43.94	6.18	70.28	120.40	13.38	133.78
3 Yard Bin - 1 x per week	65.87	9.27	105.47	180.61	20.07	200.68
4 Yard Bin - 1 x per week	87.82	12.31	140.67	240.80	26.76	267.56
4 Yard Comp - 1 x per week	92.50	12.96	148.12	253.58	28.18	281.76
6 Yard Bin - 1 x per week	131.75	18.49	210.97	361.21	40.13	401.34
8 Yard Bin - 1 x per week	175.67	24.67	281.30	481.64	53.52	535.16
2 Yard Bin - 2 x per week	87.82	12.31	140.64	240.77	26.75	267.52
3 Yard Bin - 2 x per week	131.75	18.49	210.97	361.21	40.13	401.34
4 Yard Bin - 2 x per week	175.67	24.67	281.33	481.67	53.52	535.19
4 Yard Comp - 2 x per week	184.99	25.95	296.20	507.14	56.35	563.49
6 Yard Bin - 2 x per week	263.47	36.97	421.94	722.38	80.27	802.64
8 Yard Bin - 2 x per week	351.33	49.31	562.62	963.26	107.03	1,070.28
2 Yard Bin - 3 x per week	131.75	18.49	210.96	361.20	40.13	401.33
3 Yard Bin - 3 x per week	197.64	27.77	316.45	541.86	60.21	602.07
4 Yard Bin - 3 x per week	263.47	36.97	422.00	722.44	80.27	802.71
4 Yard Comp - 3 x per week	277.47	38.88	444.32	760.67	84.52	845.19
6 Yard Bin - 3 x per week	395.27	55.46	632.92	1,083.65	120.41	1,204.05
8 Yard Bin - 3 x per week	527.00	73.97	843.90	1,444.87	160.55	1,605.41
2 Yard Bin - 4 x per week	175.67	24.67	281.27	481.61	53.51	535.12
3 Yard Bin - 4 x per week	263.47	36.97	421.94	722.38	80.27	802.64
4 Yard Bin - 4 x per week	351.33	49.31	562.67	963.31	107.03	1,070.34
4 Yard Comp - 4 x per week	369.98	51.86	592.42	1,014.26	112.70	1,126.96
6 Yard Bin - 4 x per week	527.00	73.97	843.85	1,444.82	160.54	1,605.35
8 Yard Bin - 4 x per week	702.67	98.59	1,125.09	1,926.35	214.04	2,140.39
2 Yard Bin - 5 x per week	219.56	30.79	351.60	601.95	66.89	668.83
3 Yard Bin - 5 x per week	329.37	46.22	527.39	902.98	100.33	1,003.31
4 Yard Bin - 5 x per week	439.17	61.62	703.32	1,204.11	133.79	1,337.90
4 Yard Comp - 5 x per week	462.45	64.84	740.54	1,267.83	140.87	1,408.70
6 Yard Bin - 5 x per week	658.74	92.46	1,054.85	1,806.05	200.67	2,006.72
8 Yard Bin - 5 x per week	878.33	123.27	1,406.51	2,408.11	267.57	2,675.68
Temporary Bin Rental - 7 days						
3 Yard Bin	\$ 24.45	\$ 3.45	\$ 39.20	\$ 67.10	\$ 7.46	\$ 74.56
6 Yard Bin	41.59	5.84	66.67	114.10	12.68	126.78

City of Colusa

Transfer Station

Rate Component Adjustment Calculation

Effective January 1, 2024 through December 31, 2024

Source: Norcal System & Maxwell Transfer Station

Fee Description	Price
Operating Fee - Base Price	\$ 42.12
Transfer Station Upgrades	4.74
Disposal Component	47.07
County Fees	14.00
Other	0.00
<hr/>	
Total Rate	\$ 107.93
Prior Year Rate	104.42
<hr/>	
Increase / (Decrease)	\$3.51
% Increase / -Decrease	3.361%
% Increase / -Decrease rounded to 4 decimal places	3.360%

Fuel Adjustment Calculation

Effective January 1, 2024 through December 31, 2024

Source: EIA California Monthly Retail On-Highway Diesel Prices

Month	Average Price (in Cents per Gallon)
July 2022	6.587
August 2022	6.123
September 2022	6.149
October 2022	6.330
November 2022	6.121
December 2022	5.558
January 2023	5.467
February 2023	5.423
March 2023	5.263
April 2023	4.990
May 2023	4.842
June 2023	4.760
<hr/>	
Average Price (Cents per Gallon)	5.634
Fuel Price Basis (prior year per Agreement)	5.198
<hr/>	
Fuel Price Differential	0.436
% Differential	8.391%
Rounded to 4 decimal places	8.390%

Cost of Living (CPI) Adjustment Calculation

Effective January 1, 2024 through December 31, 2024

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

Calculation		
Index	June 2023	340.0560
Index	June 2022	330.5390
	Change in Index	9.5170
	% Change in Index	2.879%
	Rounded to 4 decimal places	2.880%



City of Colusa California

STAFF REPORT

DATE: October 3, 2023
TO: Mayor and Members of the City Council
FROM: Jesse Cain, City Manager

AGENDA ITEM:

Summary of State Water and Wastewater Grants Received and Designation of Authorized Representative for a New Grant Application for the South Wescott Sewer Pump Station.

Recommendation: Council to adopt Resolution 23-____

BACKGROUND ANALYSIS: Over the past several years the City has applied for and received multiple grants and loans through the State's Water Resources Control Board Division of Financial Assistance (commonly referred to as SRF). In 2009, when the tertiary WWTP was built, the program was mostly a low or zero interest loan program. Since that time, the program has migrated to matching loan and grant program, and most recently a 100% grant program. The City's severely disadvantaged community status (SDAC) has given it priority for these programs and now pre-qualifies the City for 100 percent grants.

A summary of the recent City's water and wastewater projects are listed below:

Year	Description	SRF Loan	SRF Grant	City Reserves	Total
2009	Tertiary WWTP	16			16
2016	Loan/ Grant 210 – Permit Upgrades	6	4		10
2020	Loan / Grant 310- Recycled Water Phase 1	4.1	2	0.8	6.8

2020/2021	Recycled Water Farmland Improvements			2	2
2023	Grant 410- Recycled Water Phase 2 (In Review)		33		33
2023	Walnut Ranch Water Sewer System Improvements		8.5		
2024	South Wescott PS Planning Grant		0.5		
Total					

The SRF program is a very involved application process that involves dozens of submittals, audits of City financials, and environmental review from numerous agencies (EPA, USFWS, RWQCB and others). The process can take several years to complete and, while much of the upfront work is reimbursable under the grant, it can be too involved for many smaller agencies to undertake.

In recent years the program has been flush with federal and state bond issuances and has changed its SDAC grant eligibility criteria from a maximum total amount (previously set at \$6 million) to a maximum amount per household (sometimes as much as \$45,000 per household). As a result, the City has been submitting grant applications for various improvements as fast as possible.

The City is looking ahead to future years' improvements. One of the projects is upgrading the South Westcott Sewer Pump Station. This station is older and lacks the capacity and reliability desired by the City. This Authorizing Resolution is the first step in the application process and is for a \$500,000 grant to complete the planning, environmental, and preliminary design for the station upgrades. A subsequent grant application for the project's final design and construction will be submitted next year.

BUDGET IMPACT: None.

STAFF RECOMMENDATION: The City Council resolve to have the City Manager act as the Authorized Representative for the State Revolving Fund Planning Grant Application for the South Wescott Sewer Pump Station Upgrades

ATTACHMENT:
Resolution 23-____

RESOLUTION NO: 23-

WHEREAS THE AUTHORIZED REPRESENTATIVE FOR THE CLEAN WATER STATE REVOLVING FUND FOR THE SOUTH WESTCOTT PUMP STATION UPGRADES IS
(insert appropriate findings)

RESOLVED BY THE CITY COUNCIL *(insert name of Governing Board of the Entity)* OF THE
CITY OF COLUSA *(insert Entity name)* (the "Entity"), AS FOLLOWS:

The CITY MANAGER *(insert Title of Authorized Representative)* (the "Authorized Representative") or designee is

hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of SOUTH WESTCOTT PUMP STATION UPGRADES *(insert Project Name)* (the "Project").

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

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

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the CITY COUNCIL *(insert name of Governing Board of the Entity)* held
on _____ *(Date)*.

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Entity)



City of Colusa California

STAFF REPORT

DATE: October 3rd , 2023
TO: City Council – Action Item – Consent Calendar
FROM: David Swartz, City Engineer, Planning Dept. Support

Colusa County Detention and Treatment Facility – Summary Vacation of Existing Public Utility Easements

Recommendation: Council to consider approving the vacation of the public utility easements as shown on the attached exhibits to the benefit and ownership of the County of Colusa via Resolution No. 23- _____

BACKGROUND ANALYSIS: The County of Colusa is requesting a “Summary Vacation” of several Public Utility Easements along and around Fremont Street. A summary vacation of property refers to the legal process by which a city or municipal government permanently releases its ownership or control over a specific piece of real estate or public right-of-way. Since this vacation of property is between two municipalities, there is no requirement for a public hearing.

The County of Colusa is beginning construction of their new detention and treatment facility located here in the City of Colusa as shown on the attached exhibit. Fremont Street was previously vacated by the City for the benefit of this project, however there are several public utility easements which remain an encumbrance to the property. The city has no need for these PUE’s any longer, and they could/should have been vacated with the original request by the County for Fremont Street. This action is a completion of the property vacation that was necessary for this facility construction to proceed. The County will need to take this before the board of supervisors for formal acceptance prior to recordation.

BUDGET IMPACT: None – We will require the County consulting engineer to produce the necessary exhibit maps and legal descriptions and require the County to get these documents recorded.

ATTACHMENT: See Attachment for illustration of the PUE’s to be vacated.

RESOLUTION NO. 23-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA – TO VACATE VARIOUS PUBLIC UTILITY EASEMENTS IN AND AROUND FREMONT STREET FOR PURPOSES OF CONSTRUCTION OF THE NEW COLUSA COUNTY DETENTION AND TREATMENT FACILITY

WHEREAS, the County of Colusa is in the process of constructing a new detention center and treatment facility within the City of Colusa, in and around Fremont Street, and

WHEREAS, the City of Colusa has already vacated Fremont Street Right of Way for the benefit of the project, and

WHEREAS, the City has received a request from County of Colusa requesting a summary vacation of various public utility easements and rights of way in and around Fremont Street for purposes of constructing the project, and

WHEREAS, city staff have reviewed and considered said vacation request and find that there are no impacts to the city resulting from such a relinquishing of this property, and

NOW, THEREFORE, BE IT RESOLVED by the City of Colusa City Council, hereby approve this summary vacation, as shown on the attached exhibit, and hereby adopts this resolution of the City Council of the City of Colusa approving the summary vacation of various public utility easements.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa City Council Meeting held on the 3rd day of October 2023, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk

ATTACHMENT– Resolution No 23-_____



City of Colusa California

STAFF REPORT

DATE: October 3, 2023
TO: Mayor and Council Members
FROM: Shelly Kittle, City Clerk

AGENDA ITEM:

Commission Appointment to the Planning Commission

Recommendation: Council to appoint applicant Sara Andreotti to the Planning Commission.

BACKGROUND ANALYSIS: There is one unfilled vacancy with a 2024 term expiration on the Planning Commission.

BUDGET IMPACT: None.

STAFF RECOMMENDATION: Council to appoint Sara Andreotti

ATTACHMENT: Application - Sara Andreotti

CITY OF COLUSA

425 Webster Street, Colusa, CA 95932

Phone: 530-458-4740 Fax: 530-458-8674

www.cityofcolusa.com

RECEIVED

Item 8.

SEP 18 2023

CITY OF COLUSA

APPLICATION FOR COMMISSION VACANCY

Name: Sara Andreotti

Address: Tara Dr, Colusa, CA, 95932

Resident of County Resident of City Resident of Colusa Unified School District

Phone: 530- Email: @hotmail.com

I am interested in the vacancy on the following Commission:

Planning Commission - 4 year term

Three (3) members must be residents of the City at the time of appointment and during his/her term, and shall not be officers or employees of the City. Two (2) members may be residents of Colusa County, residing within two miles of the boundaries of the City at the time of appointment and during his/her term, and shall not be officers or employees of the City.

Park, Recreation & Tree Commission - 4 year term

Applicant must be a resident of the City or a resident of Colusa County living within two miles of the City limits at the time of appointment and during the term and shall not be an officer or an employee of the City.

Heritage Preservation Commission - 4 year term

Applicant must be a resident of the City or a resident of Colusa County and live within two miles of the City limits at the time of appointment and during his/her term, and shall not be an officer or an employee of the City.

Citizens Oversight Committee for Measure B - 4 year term

Applicant must be a resident of the City and during his/her term, shall not be an officer or an employee of the City.

Briefly, state your interest in serving on this Commission and give a summary of your education, experience and/or qualifications that you believe would be relevant to this Commission.

While my education was Architecture and City Planning, my career gerard towards civil engineering. I believe I can be resourceful with my background and my experience working at City of Woodland Community Development, Transportation Department for the past 7 years.

I would like to be considered for this commission to help ensure responsible growth and development, with sustainability and preservation.

I have read and understand the responsibilities of the Commission as set forth in the Colusa City C and agree to work to carry out these responsibilities. I further understand that I serve at the pleasure of the Colusa City Council and can be removed from this position, with or without cause, at any time.

I, the undersigned, state that fulfill the residency requirements listed above, and that I wish to have my name considered for appointment to the commission indicated above.



Applicant Signature

9/11/23

Date



City of Colusa California

STAFF REPORT

DATE: October 3rd , 2023
TO: City Council – Action Item – Public Hearing
FROM: David Swartz, City Engineer, Planning Dept. Support

AGENDA ITEM: Colusa Town Center – Request to Amend Development Agreement by Amar Chema

Recommendation: Council to consider approving the amendment and authorize the City Manager to sign and execute it. See attached Resolution and amendment and supporting documentation.

BACKGROUND ANALYSIS: The Colusa Town Center is a development project located on both sides of Hwy, just west of the Wescott Road intersection. It's a commercial development, whose primary anchor at this time is planned for an ARCO gas station and market. Part of this development requirement by the City was to address the traffic issues at the intersection of Wescott Road and Hwy 20. The overall site plan is included herewith as Exhibit 1.

The developer, Amar Chema has been working towards project entitlement and construction improvements since 2017. Key elements that involved the City and Cal Trans interface were addressing traffic impacts. These impacts have been mitigated, and designed, and are very near approval through the Cal Trans encroachment department, with anticipated final approval coming in October of this year.

The developer has an executed and binding development agreement with the City. See attached.

Note: there is an estimate prepared in the current executed DA which references a total estimated obligation of \$1,672,208, but this was subject to updates. We received an update (see attached), which now places the city's reimbursement obligation at \$2,428,363 "estimated".

Realizing that the fund that pays Amar back is the Traffic Impact fee fund, which currently has \$446,173. Amar has made the following request for an amendment to the DA.

- 1.) Reduce the current estimated obligation from the city's reimbursement to 50% of the most recent update. $\$2,428,363/2 = \$1,214,181$.
- 2.) This becomes fixed, and any overages, change orders, price increases, etc.. become the sole burden of the developer.

- 3.) The amount of \$1,214,181 becomes available incrementally during construction. Meaning, that as construction progresses, and Amar pays construction invoices, he can be reimbursed (with supporting documentation i.e. cancelled checks, and city field verification of improvement installed), within 30 days of submitting an approved acceptable reimbursement request.
- 4.) The benefit to Amar, is that he can start construction right away of the offsite improvements, which will allow him to proceed with his site development.
- 5.) The benefit to the City is that we get a traffic signal, Wescott Road realignment, and the associated infrastructure at a much lower cost than if we were to build it as a public project, and, getting the development underway helps to generate both sales tax and property tax from these vacant lots, sooner.

We have been working with Amar on this project since 2017 and he has expended considerable funds to make this project work, including purchasing the Taco Bell property on the south side of HWY 20. He has stated that he has around \$1M in equity invested to date. This provides some level of comfort that this project could be successful.

Outside of the amendment, Jesse, Ish and I have considered the question; Where does the shortfall come from between the impact fee we currently have on hand, and the \$1.2M?

So far one strategy we are suggesting is as follows:

- 1.) Provide the whole amount (not 80%) of the traffic impact fee to the construction project. \$446,173
- 2.) Since we have a Regional Roadway Improvement Project which is “shovel ready”, use ½ of the shortfall from Measure B funds or \$384,004 – this was presented at the September Measure B meeting.
- 3.) Utilize Cannabis funds for the other ½ of the shortfall \$384,004

This amendment was considered by the Planning Commission at their last meeting and it was voted to adopt a resolution to support this amendment and recommend that the City Council adopt a supporting recommendation. However, the PC did not make any recommendations on funding sources or strategies. Their support was specifically only for the development agreement amendment.

This request was discussed and presented at the Measure B citizens oversight committee meeting and discussed at length. The final recommendation from the Measure B oversight committee was not to support the use of Measure B funds for this project.

The council **may or may not choose to utilize Measure B funds**, regardless of if they support the amendment. Staff felt an obligation to at least make some suggestions for funding, as experience has shown that this would be discussed concurrently therewith.

BUDGET IMPACT: It reduces the city’s long-term obligation by \$1,214,181 and also reduces the cities obligation should those costs rise, (they often do), due to change orders and price increases.

COST ESTIMATE FORM

Project Name: Colusa Town Center
Street Location: 1601 State Highway 20
Municipality: Colusa, California
Developer: Sutter Equities
Engineer: Kacey Held, PE
Contractor: To be Determined

Date: 03/10/23
No. of Lots: 1
Acreage: 0.82
Sales Tax Rate: 7.3%
Our Job No.: 17828

HARD COSTS	
ITEM DESCRIPTION	ESTIMATED BUDGET
A. CLEARING/GRADING/EARTHWORK	\$231,980
B. EROSION CONTROL	\$70,000
C. FRONTAGE OR OTHER OFF-SITE ROAD IMPROVEMENTS IN PUBLIC RIGHT-OF-WAY	\$964,004
D. LANDSCAPING/FENCING/PARKS/OPEN SPACE	\$24,311
E. SIGNALIZED INTERSECTION	\$416,350
Subtotal Hard Costs	\$1,706,645

SALES TAX ON MATERIALS (7.25% OF 40% OF HARD COSTS) **\$49,493**

20% CONTINGENCY	\$341,329
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GRAND TOTAL HARD COSTS	\$2,097,466
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SOFT COSTS	
ITEM DESCRIPTION	ESTIMATED BUDGET
A. REPORT INVESTIGATION AND DESIGN FEES	\$260,897
B. CONSTRUCTION RELATED SOFT COSTS	\$70,000
Subtotal Soft Costs	\$330,897

GRAND TOTAL HARD COSTS + SOFT COSTS	\$2,428,363
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HARD COSTS**A. CLEARING/GRADING/EARTHWORK**

DESCRIPTION	UNIT	UNIT COST	BUDGET	
			QTY	TOTAL
Mobilization	LS	\$82,000.00	1	\$82,000
Clearing and Grubbing	AC	\$16,500.00	1.1	\$18,118
Concrete Curb Demolition and Disposal	LF	\$5.00	940	\$4,700
AC Removal/Demolition	SF	\$6.00	10,042	\$60,252
Sidewalk Demolition and Disposal	SF	\$6.00	4,025	\$24,150
Mass Excavation and Export	BCY	\$60.00	190	\$11,400
Demolish Catch Basin	EA	\$920.00	4	\$3,680
Remove Existing Sign	EA	\$500.00	3	\$1,500
Remove Existing Traffic Striping	LF	\$1.00	3,248	\$3,248
Demolish Existing Fence	LF	\$10.00	506	\$5,060
Demolish Existing AC Dike	LF	\$6.00	312	\$1,872
Demolish Existing Structure	EA	\$6,000.00	1	\$6,000
Remove Existing Pavement Marking	EA	\$2,000.00	5	\$10,000
TOTAL SECTION A				\$231,980

B. EROSION CONTROL

DESCRIPTION	UNIT	UNIT COST	BUDGET	
			QTY	TOTAL
Erosion Control (includes mirafi silt fence, construction entrance, temporary inlet protection, temporary staging area with concrete washout, street cleaning)	LS	\$70,000.00	1	\$70,000
TOTAL SECTION B				\$70,000

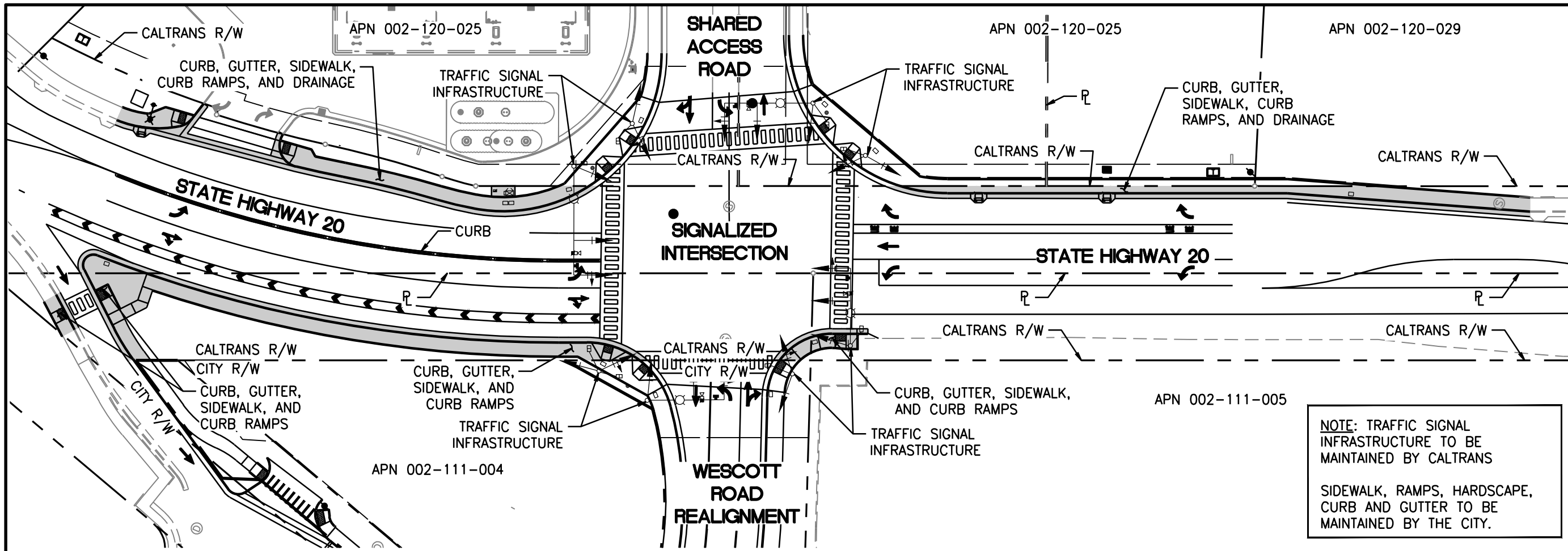
C. FRONTAGE OR OTHER OFF-SITE ROAD IMPROVEMENTS IN PUBLIC RIGHT-OF-WAY

DESCRIPTION	UNIT	UNIT COST	BUDGET	
			QTY	TOTAL
Concrete Vertical Curb	LF	\$30.00	473	\$14,190
2-Foot Concrete Curb and Gutter (vertical)	LF	\$50.00	1,690	\$84,500
Concrete Sidewalk (4-inch thick)	SF	\$20.00	10,964	\$219,280
ADA Curb Ramps (with truncated domes)	EA	\$3,500.00	16	\$56,000
HMA Paving	TON	\$225.00	766	\$172,409
Class 2 Aggregate Base	CY	\$90.00	1,013	\$91,187
Adjust Existing Utility Cover to Grade	LS	\$7,500.00	2	\$15,000
Adjust Existing Utility Pole(s)	EA	\$35,000.00	1	\$35,000
Striping/Channelization Marking	LF	\$8.00	5,676	\$45,408
Pavement Marking	EA	\$100.00	33	\$3,300
Street Signs - Salvage and relocate existing signs	EA	\$500.00	5	\$2,500
Install Street Sign - Including posts	EA	\$1,000.00	4	\$4,000
Site Retaining Curb and Fencing	LS	\$1,000.00	1	\$1,000
Traffic Control	LS	\$80,000.00	1	\$80,000
STORM DRAINAGE				
36-Inch RCP	LF	\$500.00	59	\$29,500
12-Inch RCP	LF	\$200.00	37	\$7,400
Catch Basin	EA	\$3,500.00	4	\$14,000
Catch Basin w/ Manhole	EA	\$5,000.00	1	\$5,000
48-Inch Manhole/Type 1	EA	\$8,000.00	2	\$16,000
Connect to Existing Main or Manhole	EA	\$5,000.00	2	\$10,000
SANITARY SEWER SYSTEM				
6-Inch PVC	LF	\$110.00	30	\$3,300

8-Inch PVC	LF	\$150.00	54	Item 9.	
Cleanout with Concrete Collar	EA	\$800.00	1	\$800	
48-Inch Manhole/Type 1	EA	\$8,000.00	1	\$8,000	
Connect to Existing Main or Manhole	EA	\$5,000.00	2	\$10,000	
WATER SUPPLY SYSTEM					
6-Inch DIP	LF	\$110.00	23	\$2,530	
8-Inch PVC	LF	\$150.00	60	\$9,000	
8-Inch Gate Valves with Box	EA	\$1,500.00	2	\$3,000	
8-Inch Fittings and Blocking	EA	\$800.00	2	\$1,600	
Connect to Existing Main	EA	\$5,000.00	2	\$10,000	
Fire Hydrant Assembly (including tee and valve)	EA	\$2,000.00	1	\$2,000	
TOTAL SECTION C				\$964,004	
D. LANDSCAPING/FENCING/PARKS/OPEN SPACE					
DESCRIPTION	UNIT	UNIT COST	BUDGET		
			QTY	TOTAL	
Landscaping (shrubs, plants, irrigation)	SF	\$7.00	3,423	\$23,961	
Landscaping Trees	EA	\$350.00	1	\$350	
TOTAL SECTION D				\$24,311	
E. SIGNALIZED INTERSECTION					
DESCRIPTION	UNIT	UNIT COST	BUDGET		
			QTY	TOTAL	
Signalized Intersection (includes relocating flashing beacon and interconnection to Sioc)	LS	\$400,000.00	1	\$400,000	
Connectivity and power conduit installed during Caltrans widening project	LS	\$16,350.00	1	\$16,350	
TOTAL SECTION M				\$416,350	

GENERAL NOTES/ASSUMPTION AND QUALIFICATIONS:

1. Engineer cannot and does not guarantee or warrant the accuracy of the unit prices as indicated. These unit prices are based upon engineer's general experience and may be subject to significant variations at the time actual bids are received.
2. This estimate has been prepared for the purpose of giving the client and engineer an approximate understanding of the general range of construction costs that may be expected for this project, based upon the information that the engineer had available at the time this estimate was completed.
3. Engineer makes no guarantee or warranty, expressed or implied, that ALL aspects of the construction effort expected for the project have been included, and the client is advised to budget appropriately for contingencies and items not covered or included in this preliminary summary.
4. Engineer makes no guarantee or warranty, expressed or implied, as to the accuracy of the quantities outlined. If the client desires a more definitive cost estimate, actual construction bids and/or the services of a qualified construction estimator should be utilized by the client.
5. Costs associated with building (vertical) construction.
6. The earthwork quantity is approximate only, and should be verified at the time of bid preparation, based on approved final construction plans.
7. This estimate does NOT include any costs associated with the purchase of off-site slope or utility easements unless noted.
8. This estimate is based on the Colusa Town Center Offsite Improvement Plans dated February 2023.
9. The unit prices listed are based on the 2020 *BNI Building News General Construction Costbook; 30th edition* and Caltrans Bid Summary Results dated 10/07/2020. The unit prices have been adjusted to reflect the associated construction costs of the Colusa area.
10. The estimated cost associated with signaling the proposed intersection at Highway State 20 and the Westcott Road realignment is approximate only. This estimate was provided by traffic engineer Ken Anderson at KD Anderson & Associates, Inc. If the client desires a more definitive cost estimate, actual construction bids and/or the services of a qualified construction estimator should be utilized by the client.
11. Structural sections for the Wescott Road Retrofit and Wescott Road Realignment were assumed to be 0.35 feet HMA over 1.15 feet AB using the Public Works Department Improvement Standards dated November 2007. Structural sections along State Highway 20 were assumed to be 0.45 feet HMA over 1.5 feet AB to match the average structural section indicated in Caltrans project plans contract no. 03-2F9804.
12. Cost opinion does not include costs associated with permit fees, impact fees or inspection fees incurred by the local agency.



NOTE: TRAFFIC SIGNAL INFRASTRUCTURE TO BE MAINTAINED BY CALTRANS

SIDEWALK, RAMPS, HARDSCAPE, CURB AND GUTTER TO BE MAINTAINED BY THE CITY.



VICINITY MAP
N.T.S

PLAN VIEW

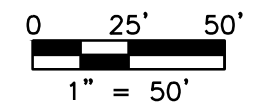




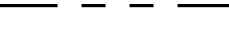





EXHIBIT A
PAGE 4

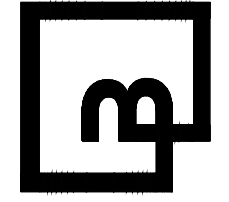
LEGEND

-  TO BE MAINTAINED BY THE CITY OF COLUSA AT THE CITY OF COLUSA'S EXPENSE
-  R/W RIGHT-OF-WAY
-  APN ASSESSOR'S PARCEL NUMBER
-  P PROPERTY LINE
-  EXISTING PROPERTY LINE
-  PROPOSED PROPERTY LINE
-  EXISTING RIGHT OF WAY LINES
-  PROPOSED RIGHT OF WAY LINES

Title: MAINTENANCE AGREEMENT WITH THE CITY OF COLUSA
EXHIBIT A
COL 20 PM 32.5 / 32.6
ENCROACHMENT PERMIT NO.

Scale:	Horizontal	Vertical
	1"=50'	N/A
Designed KCH	Drawn JLR	Checked KCH
		Approved KCH
		Date 07/27/23

Barghausen Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com



Job Number 17828
Sheet EXHIBIT A
PAGE 4

RESOLUTION NO. 23-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA - APPROVAL OF THE FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND AMARJIT CHEEMA RELATIVE TO THE COLUSA TOWN CENTER PROJECT

WHEREAS, the City has received a request from Amar Chema, Owner, for amending the existing Development Agreement for the Colusa Town Center Development Project, and

WHEREAS, city staff have reviewed and considered said amendment and believe that the City Council should consider its adoption, and

NOW, THEREFORE, BE IT RESOLVED by the City of Colusa City Council, hereby approves the First Amendment of the Development Agreement with Amar Chema, and hereby adopts this Resolution of the City Council of the City of Colusa approving Amendment #1, to the Colusa Town Center Development Agreement.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa City Council Meeting held on the 3rd day of October 2023, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

GREG PONCIANO, MAYOR

ATTEST:

Shelly Kittle, City Clerk

FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF COLUSA
AND AMARJIT CHEEMA
RELATIVE TO THE
COLUSA TOWN CENTER PROJECT

The City and Amarjit Cheema desire to amend the current Development Agreement approved by the City Council, Ordinance. 544 on the 15th day of December 2020, by and between the CITY OF COLUSA, a municipal corporation (“City”), and Amarjit Cheema (“Developer”), (the “Agreement”) pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

This First Amendment to the Agreement is entered into on this 3rd Day of October 2023, by and between the City and Developer, as referenced above.

Section 1. All findings, recitals, and the portions of the approved Agreement are reconfirmed by the parties and no changes other than those specifically made by this Amendment shall modify the Agreement.

Section 2. Subsection 3.02 A.1. is amended to read as follows:

- 1. The parties estimate that the total WRI Costs if the Westcott Road Improvements were built on or about the date of this First Amendment pursuant to the building standards and specifications used to determine such estimate, is \$ 2,428,363.

Section 3. Subsection 3.02 A.4. is deleted in its entirety and replaced to read as follows:

- 1.) The Developer’s reimbursement right for construction of said improvements, under this Section 3.02 shall be in an amount not to exceed \$1,214,181.00. This becomes fixed, and any construction cost overages, change orders, price increases etc.. become the sole burden of the developer. Reimbursement payments will be paid by the City on a monthly basis within 30 days of approval by the City Engineer of submitted invoices and supporting documentation for any of the approved WRI costs.

IN WITNESS WHEREOF, this First Amendment to the Development Agreement has been executed by the parties hereto on the day and year first above written.

CITY:
CITY OF COLUSA,
A Municipal Corporation

Greg Ponciano, Mayor

ATTEST:

Shelly Kittle, City Clerk

DEVELOPER:
AMARJIT CHEEMA

APPROVED AS TO FORM:

Ryan R. Jones City Attorney



Item 9.

2021-0001805

Recorded
Official Records
County of
Colusa
Rose Gallo-Vasquez
Clerk-Recorder

REC FEE 0.00

11:31AM 29-Apr-2021

JO
Page 1 of 35

**RECORDING REQUESTED BY
THE CITY OF COLUSA**

WHEN RECORDED, RETURN TO:

**City Clerk
City of Colusa
425 Webster Street
Colusa, CA 95932**

**Record at the request and for the benefit
of the City of Colusa pursuant to
Government Code §§ 6301 and 27383**

Space Above Reserved for Recorder's Use Only

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF COLUSA

AND

AMARJIT CHEEMA

RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS

COLUSA TOWN CENTER

RECEIVED

MAY 10 2021

CITY OF COLUSA

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF COLUSA AND AMARJIT CHEEMA,
RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS
COLUSA TOWN CENTER**

This Development Agreement ("**Agreement**") is entered into as of **February 2, 2021** by and between the City of Colusa, a municipal corporation ("**City**"), and **Amarjit Cheema** ("**Developer**"). City and Developer are sometimes referred to individually herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted Government Code section 65864 *et seq.* ("**Development Agreement Statute**"), which authorizes a city to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.

B. This Agreement has been processed, considered, and executed in accordance with the Development Agreement Statute.

C. Developer has (1) a legal interest in approximately 4.66 acres [APN:002-120-025] of real property located at 1601 State Highway 20, Colusa, California 95932, as more particularly described in attached Exhibit A-1 and shown on the map set forth in attached Exhibit A-2 ("**Highway 20 Property**"), and an equitable interest in approximately 1.26 acres [APN:002-011-004] of real property located at 1301 Wescott Road, Colusa, California 95932, as more particularly described in attached Exhibit B-1 and shown on the map set forth in attached Exhibit B-2 ("**Wescott Property**"). Collectively, the Highway 20 Property and the Wescott Property shall be referred to herein as the "**Subject Property**".

D. Developer desires to develop the Subject Property with the Project (as that term is defined below), which will provide benefits to City and to the Colusa community generally, including all of the following (collectively, the "**Public Benefits**"):

- Contribution of land, and the construction thereon, at no out of pocket cost to the City, of a certain planned roadway, intersection and related infrastructure improvements on adjacent portions of State Route 20, as described more fully in Section 3.01 below, which will alleviate an existing queuing issue at Westcott Road and State Route 20.
- Generation of a significant additional amount of sales tax from the proposed commercial retail uses.
- Enhanced commercial retail amenities to serve the community which could potentially include, among others, a grocery store, coffee shop, gas station/car-wash, and other mixed commercial, retail uses offering a wide range of products and services, depending on market and other considerations.

E. By this Agreement, Developer will receive assurance that it may proceed with the development of the Project on the Subject Property in accordance with the Applicable Law (as that term is defined below).

F. Consistent with Government Code section 65867, the City Planning Commission held a duly noticed public hearing on an application for this Agreement on April 22, 2020. The City Planning Commission adopted Resolution No. 2020-04 to recommend that the City Council approve this Agreement and the related discretionary entitlements for the Project set forth below.

G. The City Council held a duly noticed public hearing on August 18, 2020, on an application for an Amendment to the City of Colusa 2007 General Plan ("**General Plan**") to change the land use designations of the Subject Property from High Density Residential and Mixed Use to Commercial/Professional (collectively, "**GPA**") by introducing and approving Resolution 20-32 ("**GPA Resolution**").

H. The City Council held a duly noticed public hearing on August 18, 2020, on an application for a rezoning of the Subject Property from General Apartment (R-4) District, General Apartment (R-4-HD) High Density District, and Bridge Street Mixed Use (M-U-B) District to General Commercial (C-G-PD) Planned Development District (collectively, "**Rezoning**") by introducing and approving Ordinance No. 542 ("**Rezoning Ordinance**").

I. To comply with the California Environmental Quality Act (Cal. Pub. Res. Code § 21000 *et seq.* and 14 Cal. Code Regs. § 15000 *et seq.*; collectively, "**CEQA**"), on August 18, 2020, at a duly-noticed public hearing, the City Council considered and adopted the Initial Study/Mitigated Negative Declaration for the Project ("**IS/MND**"), as described more fully in Resolution 20-31, adopted a mitigation monitoring and reporting plan ("**MMRP**") for the Project, and made the required findings.

J. Consistent with Government Code section 65867, the City Council held a duly noticed public hearing on an application for this Agreement on December 15, 2020, and after taking testimony and closing the public hearing, deliberated and approved this Agreement and introduced Ordinance No. 543 ("**DA Ordinance**").

K. Consistent with Government Code Section 65867, on February 2, 2021 at a duly noticed public meeting the City Council adopted the DA Ordinance.

L. Concurrent with and/or subsequent to approval of this Agreement, the Parties will cooperatively and expeditiously pursue other discretionary approvals for the Project, including:

1. An approval for a General Development Plan by introducing and approving an appropriate Ordinance;
2. Tentative parcel map approval, as needed by Developer, consistent with City Codes and the California Subdivision Map Act for the creation of up to five (5) separate legal parcels on the Highway 20 Property by introducing and approving an appropriate Resolution;

3. The City shall vacate and Developer shall dedicate (and/or exchange for said vacated land) portions of Wescott Road ("**Westcott Road Vacation**") as shown on Exhibit E attached hereto, for the purpose of constructing needed intersection improvements, consistent with the *City of Colusa Streets and Roadway Master Plan* ("**Wescott Road Realignment**") by introducing and approving an appropriate Resolution.
4. Architectural & Site Design approval for each retail, office, and service-related use of Property through major conditional use permit review and approval by the City.

Each said approval shall be referred to individually as a "**Discretionary Entitlement**" and, collectively as "**Discretionary Entitlements**". Discretionary Entitlements will comply with the California Environmental Quality Act (Cal. Pub. Res. Code § 21000 *et seq.* and 14 Cal. Code Regs. § 15000 *et seq.*; collectively, "**CEQA**").

M. City anticipates that during the Term (as that term is defined below) of this Agreement and subsequent to the Effective Date, Developer will seek from City as well as other public agencies certain additional approvals, entitlements, and permits that are necessary or desirable for the Project, which may include, without limitation, approval of various agreements to allow for utility service and the dedication of land and improvements; ministerial design review; tree removal permit(s); lot line adjustment(s); final or parcel map(s); sign permit(s); encroachment permit(s); demolition permit(s); grading permit(s); site development permit(s); building permit(s); certificate(s) of occupancy; and any amendments to the foregoing (each a "**Subsequent Approval**" and, collectively, the "**Subsequent Approvals**").

N. The terms and conditions of this Agreement have undergone review by City staff, the Planning Commission, and the City Council at duly noticed public meetings and hearings and have been found to be fair, just, and reasonable, and in conformance with the applicable provisions of City's General Plan and City's Municipal Code, both as amended as set forth in Recitals G and H above; and further, that the City Council finds that the interests of the citizens of Colusa and their public health, safety, and welfare will best be served by entering into this Agreement.

O. City and Developer have reached mutual agreement and desire to voluntarily enter into this Agreement to vest specified development rights, and facilitate development of the Project subject to the conditions, terms and requirements set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, City and Developer agree as follows.

AGREEMENT

ARTICLE I DESCRIPTION OF SUBJECT PROPERTY, PROPOSED DEVELOPMENT, EFFECTIVE DATE, AND TERM.

Section 1.01 Description of Subject Property. This Agreement vests laws applicable to development of the Project on the Subject Property more particularly described and depicted in attached Exhibits A-1 and A-2 and Exhibits B-1 and B-2.

Section 1.02 Proposed Development. For purposes of this Agreement, the “**Project**” shall be defined to consist of a commercial retail development with the following components, as may be further refined during the Current Discretionary Entitlement process and the Subsequent Approvals process: (1) an approximately 3,588-square-foot gas station/convenience store with a drive-through car wash; (2) an approximately 1,748-square-foot commercial building; (3) an approximately 18,000-square-foot commercial building with a pylon sign up to forty (40) feet in height; (4) an approximately 2,950-square-foot commercial building; (5) an approximately 2,745-square-foot commercial building; (6) an approximately 1,633-square-foot restaurant; and (7) ancillary on-site and off-site improvements including parking, utility, landscaping, and roadways. Certain of the anticipated uses that will be located in the foregoing structures (e.g., a fast-food restaurant use, pharmacy, and/or a coffee shop) may also require drive-through facilities. Collectively, the Discretionary Entitlements, DA Ordinance, GPA Ordinance, Rezoning Ordinance, IS/MND, MMRP, and the Subsequent Approvals, once they are granted and become effective, shall be referred to herein as the “**Project Approvals**”.

Section 1.03 Effective Date. The rights, duties, and obligations hereunder shall be effective and the Term shall commence on the “**Effective Date**,” which shall mean the date that is thirty (30) days following the adoption of the DA Ordinance by the City Council as set forth in Recital K above.

Section 1.04 Initial Term. The term of this Agreement shall commence on the Effective Date and shall expire ten (10) years thereafter (“**Initial Term**”), unless it is sooner terminated or extended as provided in Section 1.05 below.

Section 1.05 Extended Term. The Term of this Agreement may be extended beyond the Initial Term only in the manner provided in this Section 1.05. The Initial Term, together with any extensions of the Initial Term under this Section 1.05, are collectively referred to as the “**Term**”.

(a) **First Term Extension.** If Developer is in compliance with the terms and conditions of this Agreement, and has with diligence and good faith pursued development of the Project, then Developer shall, at its request, have the right to extend the Initial Term by one (1) additional period of five (5) years, provided such request is delivered to the City at least ninety (90) days prior to the end of the Initial Term.

(b) **Additional Extensions; Tolling.** In addition to the First Term Extension under Section 1.05(a) above, the Term may be further extended or tolled as provided in this Section 1.05(b).

(i) **Extension for Enforced Delay.** If Developer encounters an Enforced Delay (as defined in this Section 1.05(b)(i)) and desires to extend the Term because of that delay, Developer shall give City written notice of the Enforced Delay. If that written notice does not state the duration of the Enforced Delay because the delay remains ongoing, Developer shall give City written notice of the date the Enforced Delay ends within ninety (90) days after the end of the delay. Following the end of the Enforced Delay, City shall provide Developer written notice to confirm the extension of the Term, which shall be extended for as many days as the Enforced Delay occurs, as reasonably determined by the City Manager. “**Enforced Delay**” means a delay arising from one or more of the following: (A) a natural disaster or other force majeure event; (B) an accident that requires development activities to stop; (C) the interruption of services by suppliers for a substantial period of time when no alternative suppliers are available; (D) the unavailability of construction materials for a

substantial period of time when no substitute materials are available and feasible to incorporate; (E) war, civil disturbance, or riot where martial law is declared; or (F) any other severe occurrence (economic or otherwise) that is beyond Developer's reasonable control.

(ii) *Tolling for Third-Party Lawsuit.* If any third party files a lawsuit to challenge this Agreement, City's adoption of the Initial Study/Mitigated Negative Declaration, the other Project Approvals, or any action taken or finding made by City in connection with the Project Approvals (each, a "**Third-Party Lawsuit**"), Developer may request that the Term be tolled during the pendency of the Third-Party Lawsuit by providing a written notice ("**Tolling Notice**") to City within thirty (30) days after the commencement of said lawsuit, and any such request shall be granted by City. The tolling of the Term shall automatically begin upon City's receipt of the Tolling Notice, and it shall end on the earliest of the following to occur: (A) the date on which a court issues a final judgment in the Third-Party Lawsuit and the expiration of all appeal periods following that judgment; or (B) the date the Third-Party Lawsuit is dismissed. If, in a Third-Party Lawsuit, the court issues a temporary restraining order or injunction prohibiting Developer from taking action(s) to proceed with the Project, the Term also shall automatically be tolled beginning on the date the temporary restraining order or injunction is issued, and ending on the date the temporary restraining order or injunction is lifted or vacated.

(iii) *Tolling for Initiative or Referendum.* If the subject of an initiative petition or referendum petition would overturn, set aside, or substantially modify this Agreement, the other Project Approvals, or otherwise substantially impair development of the Project, the Term of this Agreement shall be tolled under this Section 1.05(c)(iii). The Term shall be automatically tolled beginning on the date that the initiative or referendum petition is submitted to the County elections official for signature verification, and ending on the date the last of the following that occurs: (A) the date the County elections official determines the petition does not include a sufficient number of signatures; (B) the date the measure is voted on by the City Council; or (C) the date of the election on the measure, if placed on the ballot.

ARTICLE II STANDARDS, LAWS, AND PROCEDURES GOVERNING DEVELOPMENT OF THE PROJECT.

Section 2.01. Vested Right to Develop. In recognition of the extraordinary, long-term investment in planning, engineering, design, entitlement, permitting, as well as in technical and legal resources necessary to pursue and implement the Project on the Subject Property, Developer shall have the vested right to pursue the Project in accordance with the Applicable Law (as that term is defined below), including, among other things, this Agreement and the other Project Approvals. Notwithstanding the foregoing or anything to the contrary in this Agreement, City shall apply to the Project the then-current California Building Standards Codes (including the California Fire Code), and all local amendments to those uniform codes, to the extent that the codes have been adopted by City or the Colusa Fire Department and are then in effect on a Citywide basis. If there is any conflict or inconsistency between this Agreement and the Applicable Law, or between this Agreement and any other Project Approvals, to the fullest extent legally possible, this Agreement shall prevail and control.

Section 2.02. Development Standards. The permitted uses of the Subject Property, the density and intensity of uses, the maximum height, bulk, and size of the proposed buildings, provisions for reservation or dedication of land for public purposes and the location of public improvements, the general location of public utilities, and other terms and conditions of

development applicable to the Project shall be as set forth in the Applicable Law, and the Project Approvals (collectively, "**Development Standards**").

Section 2.03. Applicable Law. "**Applicable Law**" shall mean all applicable federal, state, County, and City laws, statutes, ordinances, governmental rules, regulations, official policies, entitlements, orders, permits, licenses, approvals and authorizations that govern permitted uses of land; the design, improvement and construction standards and specifications; and that are otherwise applicable to the condition, development, use, occupancy, or operation of the Project on the Subject Property that exist and are in place as of the Effective Date, as supplemented and modified by the Project Approvals once they are granted and become effective, and Later Enactments (as that term is defined below), all except as otherwise expressly provided in this Agreement.

Section 2.04. Development Impact Fees/Exactions. During the Term of this Agreement, Developer shall pay all Impact Fees for the Project at the rate in effect on the Effective Date. For purposes of this Agreement, "**Impact Fees**" shall mean those fees, both in type and amount, set forth on attached Exhibit C. Developer shall pay all Processing Fees in connection with development of the Subject Property with the Project that are then in effect when Developer processes applications for Subsequent Approval(s). "**Processing Fees**" shall mean all lawfully adopted fees for processing development project applications imposed by City on a citywide basis, including any required supplemental or other further environmental review, plan checking (time and materials) and inspection, in connection with the processing and consideration of any Project Approvals, which are intended to cover the actual costs of processing and consideration of the foregoing.

Section 2.05. No Conflicting Enactments. Subject to the limitations set forth in this Section 2.05, City, or the City electorate through the adoption of referenda and initiatives, may enact new or modified rules, regulations, or official policies after the Effective Date (each a "**Later Enactment**" and, collectively, "**Later Enactments**"). All Later Enactments shall be applicable to the Project if and only to the extent that application of any Later Enactment does not modify the Project; does not prevent or impede development of the Project; and does not conflict with this Agreement. Any Later Enactment shall be deemed to conflict with this Agreement if the enactment seeks to accomplish any one or more of the following results, either with specific reference to the Project or the development of the Subject Property, or as part of a general enactment that would otherwise apply to the Subject Property:

- (a) Reduce the density or intensity of the Project under the Applicable Law;
- (b) Change any land use designation or permitted use of the Subject Property for the Project as described in the Applicable Law;
- (c) Require, for any work necessary to develop the Project on the Subject Property, the issuance of permits, approvals, or entitlements by City other than those required by Applicable Law; or
- (d) Materially limit the processing of, the procuring of applications for, or approval of the Subsequent Approval(s).

Notwithstanding the foregoing, City shall not be precluded from applying a Later Enactment to the Project where the Later Enactment is: (a) specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date, as provided in Government

Code section 65869.5 and Section 2.06 below; (b) specifically mandated by a court of competent jurisdiction; or (c) required by changes to the California Building Standards Codes (including the California Fire Code), and similar life safety regulations that may change from time to time, including all local amendments adopted by City or the Colusa Fire Department on a citywide basis. Except as expressly provided herein, particularly with respect to Developer's rights granted hereunder, this Agreement does not restrict City's exercise of its police powers, and City reserves those powers to itself.

Section 2.06. Conflict of State or Federal Laws. In the event that state and/or federal law(s) and/or regulation(s) enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, the Party identifying the conflict shall provide the other Party, as soon as practicable after the conflict becomes known to the notifying Party, written notice of the conflict, a copy of the law(s) and/or regulation(s) that give rise to the conflict, and a statement explaining the nature of the conflict. Within thirty (30) days after that notice is given, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with the state and/or federal law(s) and/or regulation(s) giving rise to the conflict, pursuant to Government Code section 65869.5. If Developer does not consent to an amendment that is required to make this Agreement consistent with state and/or federal law(s) and/or regulation(s) in accordance with Government Code section 65869.5, City shall provide Developer written notice of the immediate suspension of this Agreement, and the Agreement shall remain suspended until the date the Agreement is so amended. The Term shall not be tolled or extended for any period of suspension under this Section 2.06.

Section 2.07. Life of Approvals. The term of each current Discretionary Entitlement, as well as each Subsequent Approval (e.g., for a Tentative Map) once it is granted and becomes effective, shall be deemed extended for the longer of the Term of this Agreement or the term otherwise applicable to such Current Discretionary Entitlement(s) or Subsequent Approval(s).

Section 2.08. Timing of Construction and Completion. The Parties acknowledge that Developer cannot, at this time, predict when, if or at what rate the Project will be constructed. The Parties agree there is no requirement herein that Developer commence or complete construction of the Project at all or within any particular period of time during the Term. Therefore, notwithstanding anything to the contrary in the City's Municipal Code, City has ordained by adopting the DA Ordinance that Developer may, in its sole discretion, commence construction at any time (or at no time) during the Term of this Agreement. The Parties acknowledge that construction may be delayed by litigation, by other public agencies' approval process in connection with Subsequent Approvals, market factors, or other reasons, which may or may not be within Developer's control. In light of the foregoing, the Parties agree that Developer may construct the Project (if at all) at the rate and time Developer deems appropriate within the exercise of its sole subjective business judgment, subject only to the provisions of this Agreement and other Project Approvals, as and when they are granted and become effective.

Section 2.09. Processing Subsequent Approvals. The Subsequent Approvals shall be deemed mechanisms to implement those final policy decisions reflected by this Agreement, the other Project Approvals, and other provisions of Applicable Law. Upon submission by Developer to City of an application for a Subsequent Approval, City shall cooperate and diligently and expeditiously work to promptly process and consider approving that application. Subject to the terms and conditions of this Agreement and Developer's vested rights hereunder, City shall retain its discretionary authority in its consideration of any and all Subsequent Approvals that involve discretion in the decision-making process. City shall consider an

application for a Subsequent Approval with reference to the Applicable Law, Later Enactments, and this Agreement. City shall ensure that adequate staff is available to expeditiously process all applications for Subsequent Approval(s).

Section 2.10. Actions by Other Public Agencies Necessary to Implement the Approvals.

In Developer's sole discretion, but consistent with the Discretionary Entitlements, Developer may apply for Subsequent Approvals from other non-City public agencies, including, without limitation, the United States Fish and Wildlife Service ("**USFWS**"), United States Army Corps of Engineers ("**ACOE**"), California Department of Fish and Wildlife ("**CDFW**"), Central Valley Regional Water Quality Control Board ("**RWQCB**"), Colusa County Airport Land Use Commission ("**ALUC**"), and the California Department of Transportation ("**Caltrans**") as may be necessary or desirable to implement the Project. City shall, at no material cost, cooperate with Developer in its efforts to obtain any such Subsequent Approval(s), including, without limitation, coordinating with Caltrans in connection with the anticipated Wescott Road/Highway 20 traffic signal improvements.

Section 2.11. No Limitation on Future Discretionary Actions. Except to the extent this Agreement expressly provides otherwise, particularly with respect to the vested rights granted hereunder, nothing in this Agreement requires City, its legislative body, or any of its boards or commissions, to adopt any future ordinances or resolutions, to enter into any other agreements with Developer, or to exercise its discretion in any particular manner in the future.

ARTICLE III DEVELOPER OBLIGATIONS FOR COMMUNITY BENEFITS.

Section 3.01. Contribution of Land and Improvements to Facilitate Planned Regional Transportation Improvements. Subject to Developer's receipt of the Project Approvals including certain Subsequent Approvals, including, without limitation, City's approval of the anticipated vacation of specified public rights of way described in Section 3.03 below, Developer shall: (a) offer to dedicate to City approximately 0.27 acre(s) of land, which is a portion of the Wescott Property ("**Offer of Dedication**") and (b) design and construct, subject to reimbursement as provided for in Section 3.02 below, certain regional public transportation improvements consisting of the New Wescott Road Realignment and the related four-way traffic signal (as further described on attached Exhibit D-1) (collectively, "**Wescott Road Improvements**"), built to applicable Caltrans and City standards. The Wescott Road Improvements shall be constructed by Developer to City as warranted by traffic analyses and mitigation prepared for said improvements.

Section 3.02. Reimbursement and Impact Fee Credit.

A. Reimbursement. As a result of Developer's contribution of the Westcott Road Improvements, Developer shall have the right to reimbursement from the City for Developer's out-of-pocket costs (hard and soft) for the design, construction and approvals of the Westcott Road Improvements ("**WRI Costs**"). The Parties acknowledge and agree as follows;

1. The parties estimate that the total WRI Costs, if the Westcott Road Improvements were built on or about the Effective Date pursuant to the building standards and specifications used to determine such estimate, is \$1,672,208 as set forth in the Preliminary Budget for the WRI Costs set forth in Exhibit D-2 attached hereto.
2. Though the WRI Costs to be reimbursed to Developer would normally be reduced by Developer's proportionate fair share of such costs, the City acknowledges that the

Westcott Road Improvements are a benefit to the entire City, and that the size of the Project is approximately 5.92 acres, thereby Developer's proportionate share of the WRI Costs would be nominal, and undoubtedly less than the cost that would be expended by the Parties to determine and agree upon the actual size of such proportionate share. Therefore, the Parties shall not make such determinations, and the City shall not reduce the reimbursement of WRI Costs to Developer by the amount of such proportionate share.

3. Developer shall submit its designs for the Westcott Road Improvements to the City for its approval (which shall not be unreasonably withheld or conditioned, and which shall be approved or rejected with written reasons therefor, which shall be delivered to Developer within ten [10] days of the City's receipt of such designs). Developer shall obtain construction bids for such approved designs and submit such bids to the City for approval. The reimbursable amount of WRI Costs to Developer under this Section 3.02 shall be based upon City's written acceptance (not to be unreasonably withheld or delayed, however the City may base its decision on the estimate of the WRI Costs as set forth in the Exhibit D-2, provided City also considers any change in design and construction costs since the date of the estimate, and any changes in the building standards on which the estimates were based) of design costs and construction bids (plus ten percent [10%] thereof for overruns), sufficient to complete the Westcott Road Improvements, and any change orders affecting said costs arising from a construction contract entered into by Developer based on a construction bid approved by the City. City shall provide Developer written notice of its approval, or written reasons of its disapproval, of such design costs and construction bids (and said change orders) within ten (10) days of City's receipt of same from Developer. If City and Developer cannot reach an agreement as to the reimbursable amount of said design costs and construction bids they shall resolve such disagreement as set forth in Section 3.02.C below.
4. Developer's reimbursement right under this Section 3.02 shall be funded solely from eighty percent (80%) of the impact fees for "streets" ("Traffic Fund") held by the City pursuant to City Council Resolution 11-18, as of the Effective Date of this Agreement, and thereafter, fifty percent (50%) of all such fees collected by the City for the Traffic Fund. Said eighty percent (80%) amount and fifty percent (50%) amount (collectively the "Earmarked Funds") shall be held by the City exclusively for said reimbursement to Developer as provided in this Section 3.02. The initial reimbursement payment shall be made by the City to Developer within thirty (30) days after completion of the Westcott Road Vacation and City's receipt from Developer of paid invoices for any of the WRI Costs identified as "Payments Made to Date" in the Cost Schedule for Colusa Town Center Intersection set forth on Exhibit D-3 attached hereto ("Cost Schedule"), which are hereby approved by the City. Thereafter, to the extent the City has Earmarked Funds in said Traffic Fund, upon completion of the work identified in each time period set forth under the "Date" column in the Cost Schedule, and within (30) days after Developer submits to City copies of the paid invoices for such work, the City shall make reimbursements to Developer for these WRI Costs for said work that has been approved by the City as set forth hereinabove. If there are no Earmarked Funds in the Traffic Fund to make all or a portion of such reimbursements within said 30-day period, the City will pay out to Developer any existing Earmarked Funds and shall then determine on a quarterly basis (on March 31, June 30, September 30, and December 31 of each year) if any Earmarked Funds are in the Traffic Fund to make any outstanding

reimbursements to Developer, and if so, make payment to Developer of such available Earmarked Funds within fifteen (15) days after such quarter, until all of the City's outstanding reimbursement obligations to Developer are paid in full. Furthermore, the Parties agree that City shall have no obligation to reimburse Developer pursuant to this Section 3.02 from monies from City's general fund.

B. Credit. The City shall waive Developer's obligation to pay all the Traffic Impact Fees for the development of the Subject Property, as contemplated hereunder and as set forth in Exhibit C attached to this Agreement, which amount shall be credited against the amount the City is required to reimburse Developers as set forth hereinabove.

C. Dispute Resolution. If the Parties cannot agree upon a design cost or construction bid (or change order to a construction contract entered into by Developer resulting from a construction bid approved by City) then upon receipt of at least five (5) days' notice from one Party to the other party, the Parties shall make good faith efforts to meet and confer to attempt to resolve the dispute which can include, among other things, agreement to the amount of the reimbursement of the disputed WRI Cost item or agreement that City shall undertake the construction of the disputed WRI Cost item at cost less than the amount in dispute with the Developer paying City such reduced cost (which cost shall be an approved WRI Cost reimbursed to Developer as set forth hereinabove). If the Parties cannot reach agreement as to the disputed cost within 15 days after the day the Parties first meet and confer, then at any time thereafter, a Party may deliver written notice to the other that it desires to have the dispute resolved by binding arbitration to be conducted by the American Arbitration Association using the commercial rules established by such organization. Each Party hereto agrees to have any dispute described in this subsection C to be decided by neutral arbitration and that such Party is giving up any rights it may possess to have the dispute litigated in a court or jury trial, and is giving up judicial rights to discovery and appeal, and that its agreement to this arbitration provision is voluntary.

Section 3.03. Vacation of Land. City shall expeditiously process the vacation of the public rights of way (as generally shown on attached Exhibit E) ("**Wescott Road Vacation**"), prior to construction of the Wescott Road Improvements. So long as Developer makes the Offer of Dedication as provided for in Section 3.01 above, then City shall convey said land to Developer at no cost in accordance with the Applicable Law, which provides for the automatic transfer of said lands to the adjacent property owner.

ARTICLE IV AMENDMENTS.

Section 4.01. Amendment of this Agreement.

(a) Substantive changes to this Agreement or the other Project Approvals shall necessitate an amendment to this Agreement to incorporate the applicable changes to the terms and conditions of this Agreement and/or the other Project Approvals at issue and related documents and agreements. A "**substantive change**" to this Agreement is one that changes the Term of this Agreement or for which an application is made to modify any of the following: the permitted uses; density or intensity of use; height or size of buildings; provisions for reservation and dedication of land; conditions, terms, restrictions and requirements relating to Subsequent Approvals that are discretionary in nature; monetary contributions by Developer; or any other material term or condition of this Agreement. If either Party notifies the other Party that an amendment is needed or desirable due to the proposed substantive changes to this Agreement or the other Project Approvals, the Parties shall meet

and confer in good faith to establish the terms of an amendment to this Agreement. The scope of good faith negotiation shall be limited to such good faith amendment(s) necessary to effectuate the substantive changes to this Agreement or the other Project Approval(s) contemplated in this Section 4.01(a), and shall not reopen other provisions of this Agreement not affected by the proposed amendment(s). City may temporarily suspend consideration of a Subsequent Approval that is discretionary in nature if reasonably required by the circumstances then existing at the time of the proposed change in this Agreement or the other Project Approval(s) until the Parties can come to an agreement on the terms of such an amendment or mutually agree to the termination of this Agreement. Amendments for substantive changes shall be made in accordance with the provisions of the Development Agreement Statute.

(b) This Agreement need not be amended to allow for changes to this Agreement or the other Project Approvals that are not substantive, as described in Section 4.01(a) above, but rather minor in nature. The Parties acknowledge that refinement and further implementation of the Project Approvals may demonstrate that certain minor changes may be appropriate with respect to the Project details and performance of the Parties under this Agreement, and the Parties desire to retain a certain degree of flexibility with respect to such details and performances. If and when the Parties find and mutually agree that clarifications, minor changes, or minor adjustments are necessary or appropriate, they shall effectuate such clarifications, changes or adjustments through an operating written memorandum approved by the Parties, with the City Manager acting on behalf of City. After execution, the operating memorandum shall be attached to this Agreement. Further minor changes as necessary from time to time may be agreed upon by the Parties by written approval of the Parties. Unless required by the Development Agreement Statute, no operating memorandum shall require prior notice or public hearing, nor shall it constitute an amendment to or termination for convenience in whole or in part of this Agreement.

Section 4.02. Amendments of Project Approvals or Subsequent Approvals. No Subsequent Approval that is granted pursuant to this Agreement, or the amendment of any other Project Approvals (other than this Agreement) that is consented to by Developer, shall require an amendment to this Agreement, and the Subsequent Approval or amendment of any other said Project Approvals shall be deemed to be incorporated into this Agreement as of the date the approval or amendment is effective.

ARTICLE V DEFAULTS; PERIODIC REVIEW.

Section 5.01. Default and Litigation.

(a) Default. Any failure by either Party to perform any material term or condition of this Agreement, which failure continues uncured for a period of ninety (90) days following written notice of such failure from the non-defaulting Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Written notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. Provided, however, if the nature of the alleged failure is such that it cannot reasonably be cured within such ninety (90) day period, then, within that ninety (90) day period, the defaulting Party shall begin acting to cure the default and shall continue acting diligently to complete the cure. If the default is not cured as required by this Section 5.01(a), the non-defaulting Party may pursue legal action in accordance with Section 5.01(b).

(b) Litigation. If a default is not cured in the manner required by Section 5.01(a), the non-defaulting Party shall provide the defaulting Party written notice ("**Dispute Notice**") that specifies, in reasonable detail, the reasons that a default and dispute exist, and what, if any, reasonable actions may be taken to cure the default and resolve the dispute. Within thirty (30) days after the Dispute Notice is given (or such other time frame as may be mutually agreed to by the Parties), the Parties shall meet in person and confer in good faith in an attempt to resolve the dispute. If, following this meet and confer process, the non-defaulting Party determines that the dispute cannot be resolved informally, the non-defaulting Party may institute legal action to cure, correct, or remedy the default, enforce any covenant or agreement herein, enforce by specific performance the obligations and rights of the Parties hereto, or obtain any other remedy consistent with this Agreement and available under law or equity.

Section 5.02. Periodic Review. No later than ten (10) months after the Effective Date, and no later than every twelve (12) months thereafter, Developer and the City Manager, or his or her designee, shall meet and review this Agreement annually to ascertain the good faith compliance by Developer with the Agreement's terms pursuant to the Development Agreement Statute. Such periodic review shall be limited in scope to compliance with the terms and provisions of this Agreement pursuant to California Government Code Section 65865.1 and the monitoring of mitigation in accordance with California Public Resources Code Section 21081.6. Additionally, the City Council shall review this Agreement annually in accordance with the Development Agreement Statute. If, as a result of City's periodic review of this Agreement, City determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms of this Agreement, City may terminate or modify this Agreement in accordance with the Development Agreement Statute as well as Section 5.03 below. If City has not performed a periodic review within ninety (90) days following the relevant 12-month period, Developer shall be deemed to be in substantial compliance with the terms and provisions of this Agreement.

Section 5.03. Termination.

(a) Termination by City. If City elects to consider terminating this Agreement due to a material default by Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the Development Agreement Statute. If the City Council, in its reasonable discretion and based on substantial evidence in the record, determines that a material default has occurred and elects to terminate this Agreement, City shall give Developer, by certified mail, written notice of termination of this Agreement under this Section 5.03(a) and this Agreement shall be terminated on the date that notice of termination is given. Notwithstanding anything to the contrary in the foregoing, Developer reserves any and all rights it may have to challenge in court City's termination of this Agreement and the basis therefor.

(b) Termination by Developer. Developer may terminate this Agreement in its sole discretion at any time, subject to Developer's obligations set forth in Section 3.01 above, Article VI below and Section 10.010 below, which shall survive any such termination. If Developer determines, in its sole discretion, to terminate this Agreement pursuant to this subsection (b), then Developer shall give City, by certified mail, written notice of termination of this Agreement under this Section 5.03(b) and this Agreement shall be terminated thirty (30) days after that notice is given.

Section 5.04. Attorney's Fees. In the event of any litigation by either Party pertaining to this Agreement, the prevailing Party in such litigation, in addition to any other relief which may be granted, shall be entitled to its litigation costs and expenses, including, without limitation, reasonable attorneys' fees.

Section 5.05. Notice of Compliance. Within sixty (60) days after Developer's written request, but no more often than once per calendar year, City shall execute and deliver to Developer a written "**Notice of Compliance**" in recordable form, duly executed and acknowledged by City, that certifies the following, but only if City, in its reasonable discretion, determines the following to be true based on City's actual knowledge as of the date the notice is given:

(a) This Agreement is unmodified and in full force and effect, or, if there have been modification(s) to this Agreement, this Agreement is in full force and effect as modified and stating the date and nature of such modification(s);

(b) There are no known current uncured defaults under this Agreement or, in the alternative, specifying the dates and nature of any such default.

Developer may, in its sole discretion, record any such City Notice(s) of Compliance.

ARTICLE VI INDEMNITY.

Except as expressly limited in this Article VI, Developer shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and its legislative body, boards, commissions, officers, employees, and agents from all liabilities, claims, demands, and losses, including for personal injury, death, and property damage, costs and expenses, including attorney's and expert's fees (collectively, "**Liabilities**") that arise from the approval of this Agreement or the other Project Approval(s) except in the event and to the extent caused by City's gross negligence or willful misconduct. Developer's obligations under this Article VI apply to all Liabilities suffered or alleged to have been suffered, regardless of whether City prepared, supplied, or approved plans or specifications for the Project. However, the obligations of this Article VI do not apply to any Liabilities that arise solely from the operation of public improvements and facilities following City's acceptance of those improvements and facilities.

ARTICLE VII NO AGENCY, JOINT VENTURE, OR PARTNERSHIP.

The Project is a private undertaking of Developer. Neither Party is acting as the agent of the other in any respect hereunder. Each Party is an independent contracting entity with respect to the terms and conditions contained in this Agreement. None of the terms or conditions of this Agreement shall be deemed to create a partnership, joint venture, or joint enterprise between or among the Parties to this Agreement.

ARTICLE VIII SALE, ASSIGNMENT, OR TRANSFER.

Developer shall have the right to sell, assign, or transfer this Agreement (collectively, "**Assignment**"), and all of its rights, duties, and obligations hereunder, to any person or entity ("**Assignee**") at any time during the Term, in connection with the transfer of all

or a portion of the Subject Property, without obtaining City consent. Provided, however, that Developer shall notify City of any such Assignment, and shall also provide to City a copy of a fully executed Assignment and Assumption Agreement for the Assignment at issue, wherein the Assignee expressly assumes the rights and obligations of Developer hereunder as it relates to all or a portion of the Subject Property so Assigned. So long as Developer provides the foregoing notice along with said Assignment and Assumption Agreement, then Developer shall be released by City of any further obligations so assumed under said Assignment and Assumption Agreement.

ARTICLE IX NOTICES.

Unless this Agreement expressly provides otherwise, any notice, demand, or communication required hereunder between City and Developer shall be in writing, and may be given either personally, by overnight delivery, or by registered or certified mail (return receipt requested), to the address specified below:

City:
 City of Colusa
 Attn: Planning Department
 425 Webster Street,
 Colusa, CA 95392
 With a copy to:
 Ryan R. Jones
 Colusa City Attorney
 6349 Auburn Blvd.
 Citrus Heights, CA 95621

Developer:
 Amar Cheema
 1110 Civic Center, Suite 106D
 Yuba City, CA 95993

With a copy to:
 The Law Offices of Stephen Stwora-Hail
 3626 Fair Oaks Boulevard, Ste. 100
 Sacramento, CA 95864

A Party may change its address listed above by giving the other Party written notice in accordance with this Article IX at least (ten) 10 days before the change in address becomes effective. A notice shall be deemed effective on the day it is given if given personally, on the next business day following the date of deposit for overnight delivery, and three (3) business days following the date of mailing if given by registered or certified mail (return receipt requested).

ARTICLE IX MISCELLANEOUS.

Section 10.01. Capitalized Terms. The capitalized terms used throughout this Agreement shall have the meaning assigned to them herein or as otherwise apparent from the context in which they are used.

Section 10.02. No Third Party Beneficiary Rights. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity that is not a Party to this Agreement

Section 10.03. Governing Law. Interpretation of Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of California, Colusa County or, in the case of any federal claims, in the United States District Court, Eastern District of California.

Section 10.04. Severability. If any term of this Agreement, or its application to any situation, is held invalid or unenforceable in whole or in part for any reason, in a final judgment that is no longer subject to rehearing, review or appeal by a court of competent jurisdiction, then the invalid term shall be severed, and the remaining parts of this Agreement, and the application of any part of this Agreement to other situations, shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by the loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other.

Section 10.05. Covenants Running with the Land. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns (including any person or entity acquiring an interest in any portion of the Subject Property or Project as an Assignee). All of the terms and provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code section 1468.

Section 10.06. Further Acts. Each Party shall execute and deliver any and all additional documents and instruments, and perform such further acts, that the executing, delivering, or performing Party determines, in its sole discretion, to be necessary or proper to achieve the purposes of this Agreement.

Section 10.07. Counterparts. This Agreement, and any and all amendments and supplements to it, may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 10.08. Recordation of Agreement. Not later than ten (10) days after the Parties enter into this Agreement, the Clerk of the City Council shall cause this Agreement to be recorded in the Official Records of Colusa County. Developer shall reimburse City for the cost to record this Agreement within thirty (30) days after Developer receives City's written request for reimbursement of same.

Section 10.09. Appeals. Decisions made by the City Manager pursuant to this Agreement may be appealed by Developer, in its sole discretion, to the City Council, wherein it shall be the final decision maker on the matter.

Section 10.010. Cooperation in the Event of Legal Challenge.

(a) In General. In the event of any Third-Party Lawsuit challenging the validity of any provision of this Agreement; the procedures leading to its adoption; the issuance of any or all of the Project Approvals; or any CEQA document(s) approved in connection

therewith, the Parties agree to cooperate in defending the Third-Party in accordance with the terms of this Section 10.010. The Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. The obligations of this Section 10.010 shall survive the expiration or termination of this Agreement.

(b) Meet and Confer. If a Third-Party Lawsuit is filed, upon receipt of the petition or complaint, the Parties shall have twenty (20) days to meet and confer regarding the merits of such Lawsuit to determine whether they will jointly defend against it, which period may be extended by the Parties' mutual agreement so long as it does not adversely and materially impact any litigation deadlines. City and Developer shall mutually commit to meet all required litigation timelines and deadlines. If City and Developer agree jointly to defend the Third-Party Lawsuit, they shall expeditiously enter a joint defense agreement, which shall include, among other things, provisions regarding the preservation of confidential communications. The City Manager is authorized to negotiate and enter into such joint defense agreement in a form reasonably acceptable to the City Attorney and Developer's attorney. Such joint defense agreement shall also provide that any proposed settlement of a Third-Party Lawsuit shall be subject to City's and Developer's approval, each in its reasonable discretion. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement, the settlement shall not become effective unless such amendment or modification is approved by the Parties in accordance with Applicable Laws, and City reserves its full legislative discretion with respect thereto.

(c) Defense Election. If, after meeting and conferring, the Parties mutually agree (each in its sole discretion) to defend against the Third-Party Lawsuit, then the following shall apply:

(i) For the purposes of cost-efficiency and coordination, the Parties shall first consider defending the Third-Party Lawsuit with common counsel and under terms of a joint representation agreement mutually acceptable to City and Developer (each in its sole discretion), at Developer's sole cost and expense.

(ii) If the Parties cannot reach timely and mutual agreement on a joint counsel, and Developer continues to elect (in its sole discretion) to defend against the Third-Party Lawsuit, then:

(A) Developer shall take the lead role defending such Third-Party Lawsuit and may, in its sole discretion, elect to be represented by the legal counsel of its choice;

(B) City may, in its sole discretion, elect to be separately represented by the City Attorney (and/or outside legal counsel of its choice) in any such action or proceeding with the reasonable costs of such representation to be paid by Developer;

(C) Subject to Section 10.010(e) below, Developer shall reimburse City, within twenty (20) business days following City's written demand therefor, which may be made from time to time during the course of such litigation, all necessary and reasonable costs incurred by City in connection with the Third-Party Lawsuit, including City's administrative, outside legal fees and costs, and court costs.

Notwithstanding anything to the contrary in the foregoing, the Parties intend that City's role under subsection (c)(ii)(B) shall be primarily oversight although City reserves its right to protect City's interests, and City shall make good faith efforts to maximize coordination and minimize its City Attorney and any outside legal costs (for example, minimizing filing separate briefs, and duplication of effort to the extent feasible).

For any Third-Party Lawsuit that Developer has elected to defend under this Section 10.010(c), Developer shall indemnify, and hold harmless City pursuant to Developer's indemnity obligations under Article VI.

(d) Developer Election Not To Defend. If, after meeting and conferring, Developer elects, in its sole and absolute discretion, not to defend against the Third-Party Lawsuit, it shall deliver written Notice to City regarding such decision. If Developer elects not to defend, City has the right, but not the obligation, in its sole discretion to proceed to defend against the Third-Party Lawsuit at its sole cost and expense and shall take the lead role defending such Third-Party Lawsuit and may, in its sole discretion, elect to be represented by the legal counsel of its choice. In the alternative, if Developer and City both elect not to defend against the Third-Party Lawsuit, Developer shall remain obligated to indemnify and hold City harmless from and against any Liabilities that are actually awarded. If, following receipt of Developer's Notice of election not to defend, City opts to take the lead role defending such Third-Party Lawsuit and terminate this Agreement, then City shall be solely responsible for all Liabilities, if any, which are actually awarded from and after such time City has taken such lead role.

Section 10.011. Waiver. Waiver of a default under this Agreement shall not constitute a continuing waiver or waiver of a subsequent breach of the same or any other provision of this Agreement.

Section 10.012. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the representative legal entities of Developer and City.

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

DEVELOPER:

AMARJIT CHEEMA

By: [Signature]

Print: Amarjit Cheema

Title: Developer
4/28/2021

CITY:

City of Colusa

By: [Signature]

Print: Jesse Cain

Title: City Manager
4/28/2021

Exhibits

Exhibits A-1 and A-2 – Legal Description and Map of the Highway 20 Property

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

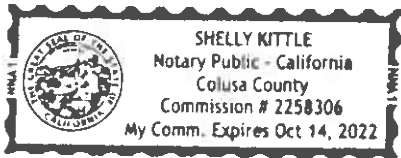
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Colusa
On April 28, 2021 before me, Shelly Kittle, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jesse Cain
Name(s) of Signer(s)

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 Shelly Kittle
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

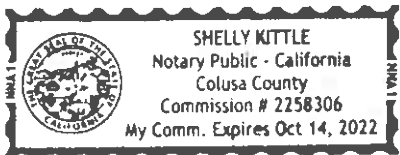
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Colusa)
On April 28, 2021 before me, Shelly Kittle Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Amarjit Cheema
Name(s) of Signer(s)

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 Shelly Kittle
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibits B-1 and B-2 – Legal Description and Map of the Wescott Property

Exhibit C – Impact Fees

Exhibit D-1 – Wescott Road Improvements Map

Exhibit D-2 – Wescott Road Improvements Cost Estimate

Exhibit D-3 – Cost Schedule For Colusa Town Center Intersection

Exhibit E – Wescott Road Vacation

EXHIBIT A-1**Legal Description of the Highway 20 Property.**

The land referred to is situated in the County of Colusa, City of Colusa, State of California, and is described as follows:

BEGINNING at a point on the Easterly right of way line of the State Highway for Colusa to Meridian and the Northerly property line of the Colusa Irrigation Company's main canal, and from which point of beginning, the Northeasterly corner of the Bedell Tract bears North 72° 54' 19" West, 118.15 feet distant, and running thence from said point of beginning the following courses and distances along the Easterly right of way line of said highway, South 04° 07' 20" West, 52.32 feet, South 06° 59' 00" East, 88.93 feet; thence South 23° 40' 00" East, 433.80 feet to a 3/4 inch iron pipe on said right of way; thence leaving said right of way, North 69° 15' 00" East, 648.90 feet; thence North 23° 40' 00" West, 10.43 feet to a point on the Southerly property line of the Colusa Irrigation Company's property; thence North 34° 10' 42" West, 54.83 feet to a point on the Northerly property line of said Company's property; thence running on and along said Northerly property line of the Colusa Irrigation Company, the following courses and distances: North 75° 54' 36" West, 193.66 feet; thence North 71° 15' 33" West, 302.22 feet; and thence North 68° 42' 36" West, 299.41 feet to the point of beginning.

APN: 002-120-025

EXHIBIT A-2

Map of the Highway 20 Property.

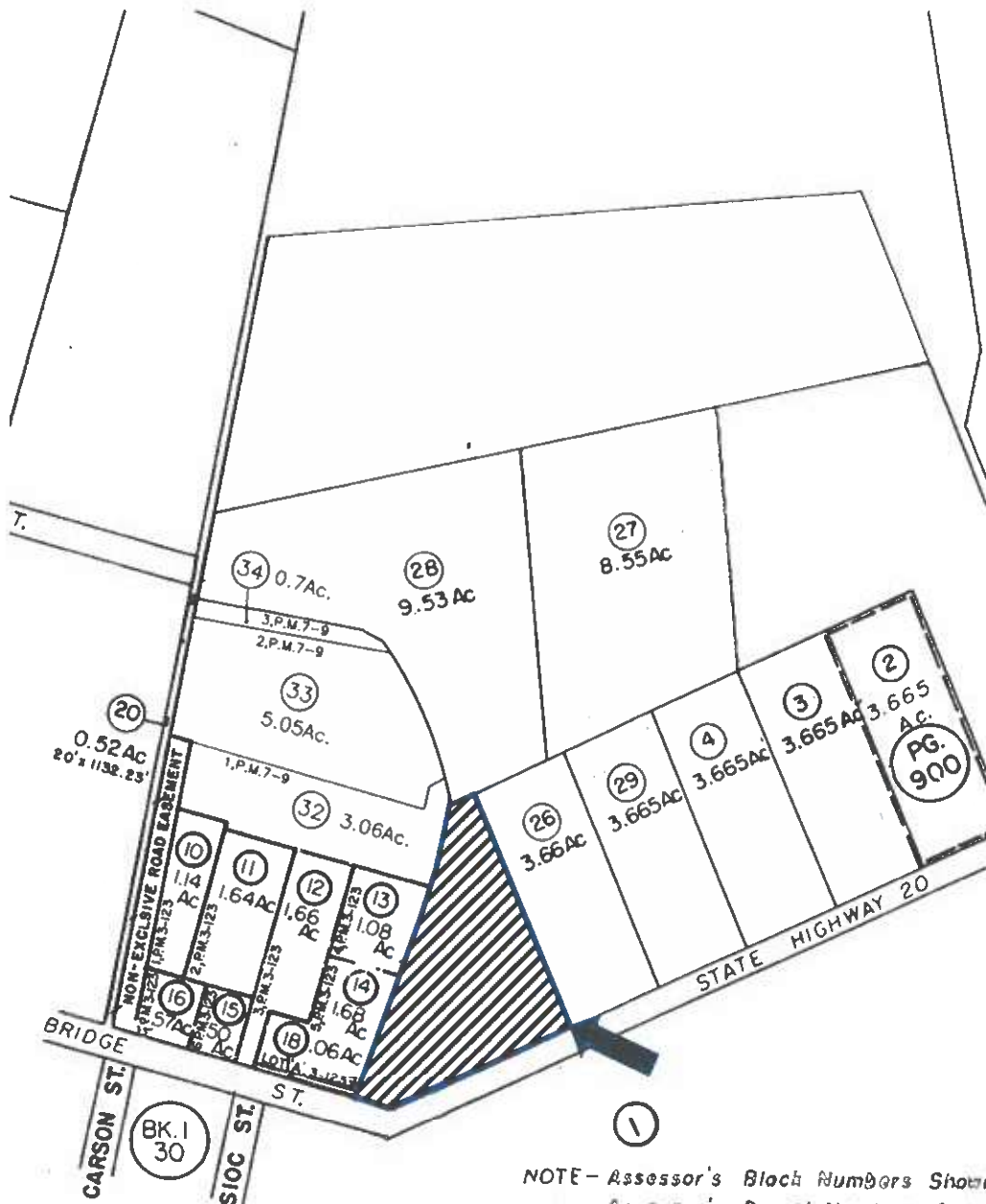


EXHIBIT B-1

Legal Description of the Wescott Property

The land referred to is situated in the County of Colusa, City of Colusa, State of California, and is described as follows:

Parcel No. 2 as shown on that certain Parcel Map for Clarence W. Hebert, filed in the Office of the Recorder of Colusa County on August 8, 1977 in Book 1 of Parcel Maps, at Page 207.

APN: 002-011-004

EXHIBIT B-2

Map of the Wescott Property.

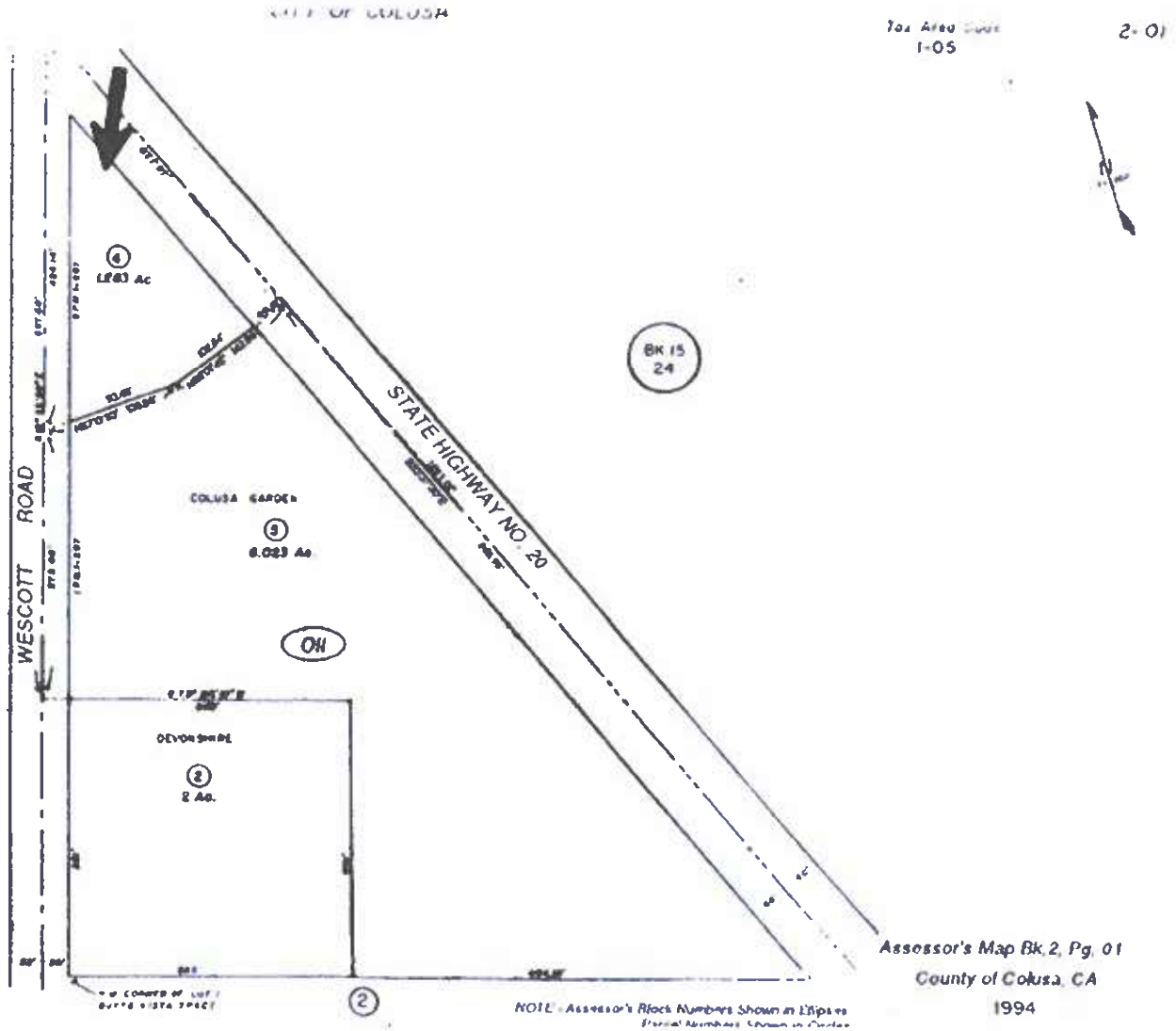


EXHIBIT C

Impact Fees

	Single Family		Multifamily	Office	Retail	Industrial
	Per Unit ¹	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Water Connection				based on water meter size		
1"	\$3,597.33		3,597.33	3,597.33	3,597.33	3,597.33
1.5"			7,194.66	7,194.66	7,194.66	7,194.66
2"			11,511.46	11,511.46	11,511.46	11,511.46
3"			23,022.92	23,022.92	23,022.92	23,022.92
4"			35,973.32	35,973.32	35,973.32	35,973.32
6"			71,946.64	71,946.64	71,946.64	71,946.64
Wastewater Connection				based on water meter size		
1"	8,476.72		8,476.72	8,476.72	8,476.72	8,476.72
1.5"			16,953.44	16,953.44	16,953.44	16,953.44
2"			27,125.51	27,125.51	27,125.51	27,125.51
3"			54,251.02	54,251.02	54,251.02	54,251.02
4"			84,767.21	84,767.21	84,767.21	84,767.21
6"			169,534.42	169,534.42	169,534.42	169,534.42
Storm Drain	per acre (lot size) ²		per acre (lot size)			
Eastern Corridor	8,427.62		8,427.62	8,379.89	8,916.81	10,073.75
Central Corridor	12,119.11		12,119.11	8,805.39	8,977.27	8,834.08
Western Corridor	18,179.80		18,179.80	20,857.89	18,666.00	*
Parks and Recreation	2,996.02	1.50	2.73	0.00	0.00	0.00
Capital Facilities Fee						
City Hall	1,720.92 ¹	0.86	1.56	0.92	0.92	0.40
Police	1,807.55 ¹	0.90	1.64	0.97	0.97	0.42
Fire Protection	2,457.89 ¹	1.23	2.22	1.32	1.32	0.57
Community Center	1,382.23 ¹	0.69	1.25	0.00	0.00	0.00
Corp. Yard Relocation	1,157.27 ¹	0.58	1.05	0.62	0.62	0.27
Streets	2,131.53 ¹	\$1.07	\$1.44	\$3.15	\$5.20	\$2.05
Total Single Family (Eastern Corridor)	\$27,834.37 ¹					
1 - Based on a unit with 2,000 sq ft of indoor space and 1/4 acre total lot size – This is a sample calculation - for comparison use only.						
2 - Storm drain fee is prorated based on lot size						
* The City does not expect any industrial development in the Western Corridor						

EXHIBIT D-1

Wescott Road Improvements Map

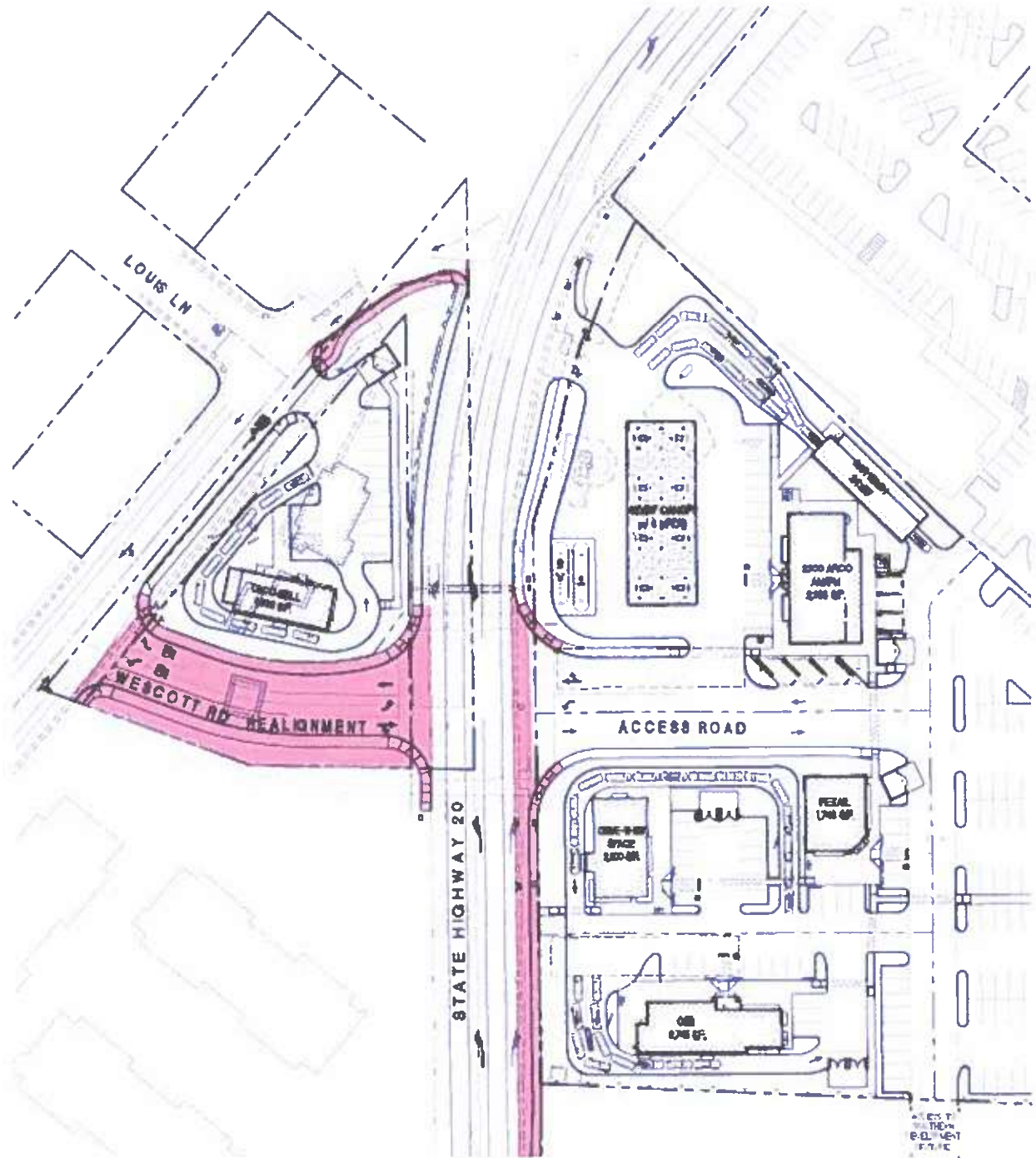


EXHIBIT D-2
Wescott Road Improvements Cost Estimate
(attached)

COST ESTIMATE FORM

Project Name: Colusa Town Center
 Street Location: 1601 State Highway 20
 Municipality: Colusa, California
 Developer: Sutter Equities
 Engineer: Kacey Held, PE
 Contractor: To be Determined

Date: 11/20/20
 No. of Lots: 1
 Acreage: 5.93
 Sales Tax Rate: 7.3%
 Our Job No.: 17828

HARD COSTS	
ITEM DESCRIPTION	ESTIMATED BUDGET
A. CLEARING/GRADING/EARTHWORK	\$221,077
B. EROSION CONTROL	\$20,000
C. FRONTAGE OR OTHER OFF-SITE ROAD IMPROVEMENTS IN PUBLIC RIGHT-OF-WAY	\$405,152
D. LANDSCAPING/FENCING/PARKS/OPEN SPACE	\$28,805
E. SIGNALIZED INTERSECTION	\$416,350
Subtotal Hard Costs	\$1,091,384
SALES TAX ON MATERIALS (7.25% OF 40% OF HARD COSTS)	
	\$31,650
20% CONTINGENCY	\$218,277
GRAND TOTAL HARD COSTS	\$1,341,311
SOFT COSTS	
ITEM DESCRIPTION	ESTIMATED BUDGET
A. REPORT INVESTIGATION AND DESIGN FEES	\$260,897
B. CONSTRUCTION RELATED SOFT COSTS	\$70,000
Subtotal Soft Costs	\$330,897
GRAND TOTAL HARD COSTS + SOFT COSTS	\$1,672,208



HARD COSTS				
A. CLEARING/GRADING/EARTHWORK				
DESCRIPTION	UNIT	UNIT COST	BUDGET	
			QTY	TOTAL
Mobilization	LS	\$63,183.00	1	\$63,183
Clearing and Grubbing	AC	\$16,500.00	0.6	\$10,671
Concrete Curb Demolition and Disposal	LF	\$5.00	650	\$3,250
AC Removal/Demolition	SF	\$3.00	2,869	\$8,607
Sidewalk Demolition and Disposal	SF	\$3.00	2,778	\$8,334
Mass Excavation and Export	BCY	\$25.00	2,035	\$50,875
Import Structural Fill and Compact	CY	\$30.00	2,035	\$61,050
Demolish Catch Basin	EA	\$920.00	4	\$3,680
Remove Existing Traffic Striping	LF	\$1.00	1,131	\$1,131
Demolish Existing Fence	LF	\$5.00	372	\$1,860
Demolish Existing AC Dike	LF	\$3.00	312	\$936
Demolish Existing Structure	EA	\$5,000.00	1	\$5,000
Remove Existing Pavement Marking	LS	\$2,500.00	1	\$2,500
TOTAL SECTION A				\$221,077
B. EROSION CONTROL				
DESCRIPTION	UNIT	UNIT COST	BUDGET	
			QTY	TOTAL
Erosion Control (includes mirafi silt fence, construction entrance, temporary inlet protection, temporary staging area with concrete washout, street cleaning)	LS	\$20,000.00	1	\$20,000
TOTAL SECTION B				\$20,000
C. FRONTAGE OR OTHER OFF-SITE ROAD IMPROVEMENTS IN PUBLIC RIGHT-OF-WAY				
DESCRIPTION	UNIT	UNIT COST	BUDGET	
			QTY	TOTAL
2-Foot Concrete Curb and Gutter (vertical)	LF	\$30.00	1,166	\$34,980
Concrete Sidewalk (4-inch thick)	SF	\$8.00	7,370	\$58,960
ADA Curb Ramps (with truncated domes)	EA	\$3,500.00	12	\$42,000
HMA Paving	TON	\$180.00	453	\$81,540
Class 2 Aggregate Base	CY	\$90.00	788	\$70,920
Adjust Existing Utility Cover to Grade	LS	\$7,500.00	2	\$15,000
Adjust Existing Utility Pole(s)	EA	\$30,000.00	1	\$30,000
Striping/Channelization Marking	LF	\$2.00	2,271	\$4,542
Pavement Marking	EA	\$20.00	23	\$460
Street Signs - Salvage and relocate existing signs	EA	\$350.00	5	\$1,750
Street Signs - Installed including Posts	EA	\$500.00	10	\$5,000
Traffic Control	LS	\$60,000.00	1	\$60,000
TOTAL SECTION C				\$405,152
D. LANDSCAPING/FENCING/PARKS/OPEN SPACE				
DESCRIPTION	UNIT	UNIT COST	BUDGET	
			QTY	TOTAL
Landscaping (shrubs, plants, irrigation)	SF	\$7.00	2,565	\$17,955
Landscaping Trees	EA	\$350.00	31	\$10,850
TOTAL SECTION D				\$28,805
E. SIGNALIZED INTERSECTION				
DESCRIPTION	UNIT	UNIT COST	BUDGET	
			QTY	TOTAL
Signalized Intersection (includes relocating flashing beacon and interconnection to Sioc)	LS	\$400,000.00	1	\$400,000
Connectivity and power conduit installed during Caltrans widening project	LS	\$16,350.00	1	\$16,350
TOTAL SECTION M				\$416,350

GENERAL NOTES/ASSUMPTION AND QUALIFICATIONS:

1. Engineer cannot and does not guarantee or warrant the accuracy of the unit prices as indicated. These unit prices are based upon engineer's general experience and may be subject to significant variations at the time actual bids are received.
2. This estimate has been prepared for the purpose of giving the client and engineer an approximate understanding of the general range of construction costs that may be expected for this project, based upon the information that the engineer had available at the time this estimate was completed.
3. Engineer makes no guarantee or warranty, expressed or implied, that ALL aspects of the construction effort expected for the project have been included, and the client is advised to budget appropriately for contingencies and items not covered or included in this preliminary summary.
4. Engineer makes no guarantee or warranty, expressed or implied, as to the accuracy of the quantities outlined. If the client desires a more definitive cost estimate, actual construction bids and/or the services of a qualified construction estimator should be utilized by the client.
5. Costs associated with building (vertical) construction.
6. The earthwork quantity is approximate only, and should be verified at the time of bid preparation, based on approved final construction plans.
7. This estimate does NOT include any costs associated with the purchase of off-site slope or utility easements unless noted.
8. This estimate is based on the following exhibit titled "Colusa Town Center Improvement Extents"
9. The unit prices listed are based on the 2020 *BNI Building News General Construction Costbook; 30th edition* and Caltrans Bid Summary Results dated 10/07/2020. The unit prices have been adjusted to reflect the associated construction costs of the Colusa area.
10. The estimated cost associated with signaling the proposed intersection at Highway State 20 and the Westcott Road realignment is approximate only. This estimate was provided by traffic engineer Ken Anderson at KD Anderson & Associates, Inc. If the client desires a more definitive cost estimate, actual construction bids and/or the services of a qualified construction estimator should be utilized by the client.
11. No geotechnical report is available at this time. Structural sections for the Wescott Road Retrofit and Wescott Road Realignment were assumed to be 0.35 feet HMA over 1.15 feet AB using the Public Works Department Improvement Standards dated November 2007. Structural sections along State Highway 20 were assumed to be 0.45 feet HMA over 1.5 feet AB to match the average structural section indicated in Caltrans project plans contract no. 03-2F9804.
12. Listed soft costs were approximated by previously mentioned Caltrans Bid Summary Results and current design proposals by KD Anderson & Associates, Inc., Sunshine Design/IUCG, and Barghausen Consulting Engineers, Inc. and Salem Engineering Group, Inc.
13. Cost opinion does not include costs associated with permit fees, impact fees or inspection fees incurred by the local agency.

EXHIBIT D-3
Cost Schedule For Colusa Town Center Intersection
(attached)

COST SCHEDULE FOR COLUSA TOWN CENTER INTERSECTION

Project Name:	<u>Colusa Town Center</u>	Date:	<u>11/20/20</u>
Street Location:	<u>1601 State Highway 20</u>	No. of Lots:	<u>1</u>
Municipality:	<u>Colusa, California</u>	Acreage:	<u>5.93</u>
Developer:	<u>Sutter Equities</u>	Sales Tax Rate:	<u>7.25%</u>
Engineer:	<u>Kacey Held, PE</u>	Our Job No.:	<u>17828</u>
Contractor:	<u>To be Determined</u>		
Total estimated cost:	<u>\$1,672,208</u>		

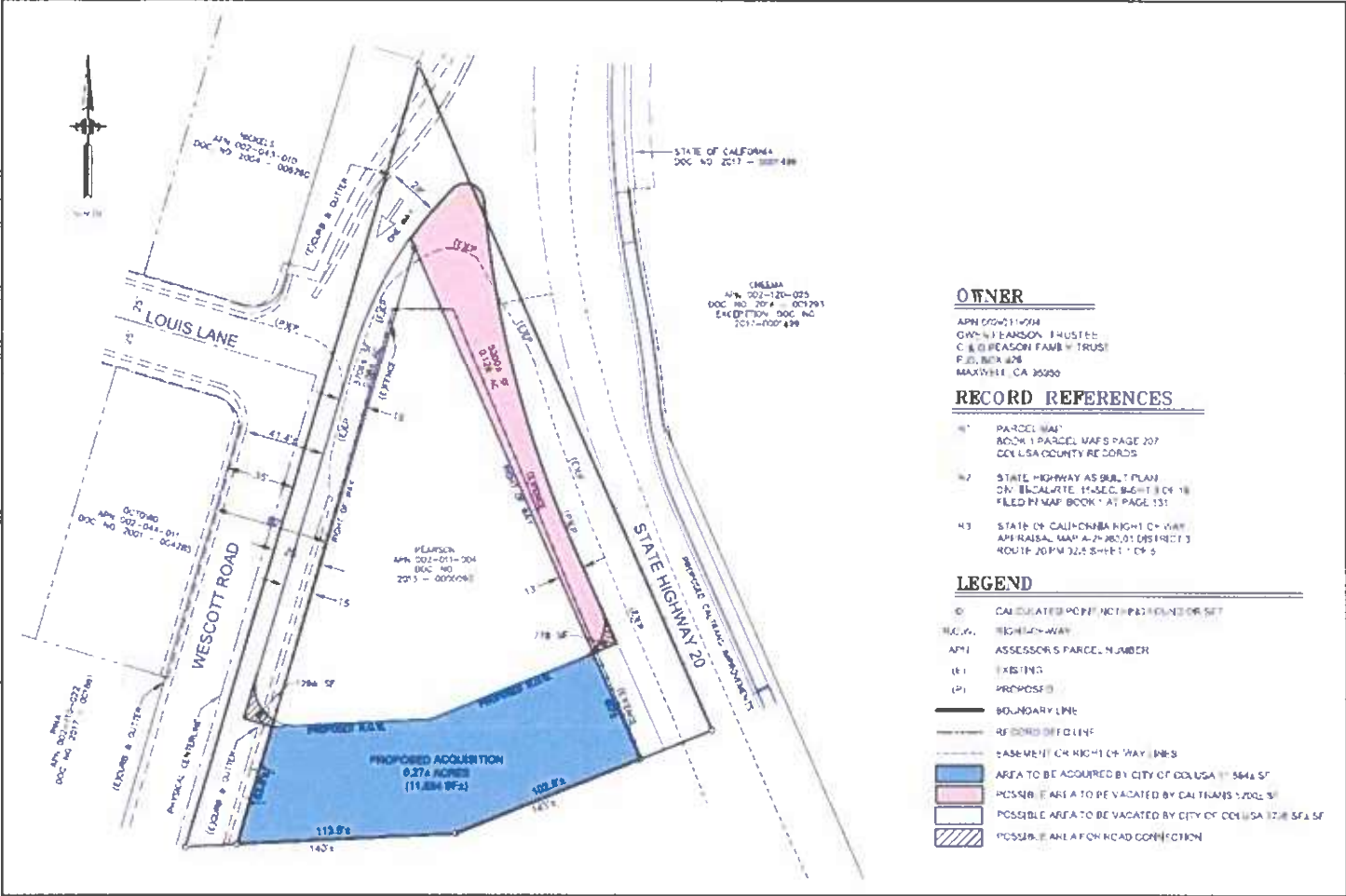
PAYMENTS MADE TO DATE						
INVOICING PARTY	DESCRIPTION	COST INCURRED	TOTAL COST INCURRED	TOTAL ESTIMATE REMAINING		
Barghausen	Preliminary site design and Entitlement submittal preparation.	\$38,311				
Bob Summerville	CEQA analysis	\$3,479				
E Corp Consulting, Inc.	Air Quality Study/GHG Emissions	\$806				
KD Anderson	ICE Study, Traffic Study	\$23,543				
Keys Associates	Preliminary Land survey	\$1,308				
MHM Incorporated	ALTA Survey	\$3,825				
Pacific Excavation Inc. (Teichert Construction)	Connectivity and power conduit installed at intersection	\$16,350				
Miller Starr Regalia	Preliminary Attorney fees	\$2,272				
Salem Engineering	Geotechnical Investigation and Testing	\$1,496				
Scott Gibson - Architect, Inc.	Preliminary Site Design	\$1,681				
Young, Mohan, Cohen, Durrett/ Law Offices of Stephen Stwora-Hail	Land Use Attorney, Development Agreement	\$18,726			\$111,797	\$1,560,411

FUTURE ANTICIPATED PAYMENTS					
Jan 2021 - March 2022 (PERMIT OBTAINMENT EFFORT)					
DATE	INVOICING PARTY	DESCRIPTION	ANTICIPATED COST	TOTAL COST INCURRED	TOTAL ESTIMATE REMAINING
Jan 2021-March 2021 (Q1)	Barghausen	Civil Engineering Design Fees	\$15,000	\$143,307	\$1,528,901
	Sunshine Design	Dry Utility Design Fees	\$9,400		
	KD Anderson	Traffic Engineering Design Fees	\$3,110		
	Law Offices of Stephen Stwora-Hail	Land Use Attorney	\$4,000		
	Total		\$31,510		
April 2021-June 2021 (Q2)	Barghausen	Civil Engineering Design Fees	\$15,000	\$182,717	\$1,489,491
	MHM Incorporated	Survey Work (ROW Dedications)	\$7,900		
	Sunshine Design	Dry Utility Design Fees	\$9,400		
	KD Anderson	Traffic Engineering Design Fees	\$3,110		
	Law Offices of Stephen Stwora-Hail	Land Use Attorney	\$4,000		
Total		\$39,410			
July 2021-Sept 2021 (Q3)	Barghausen	Civil Engineering Design Fees	\$15,000	\$214,227	\$1,457,981
	Sunshine Design	Dry Utility Design Fees	\$9,400		
	KD Anderson	Traffic Engineering Design Fees	\$3,110		
	Law Offices of Stephen Stwora-Hail	Land Use Attorney	\$4,000		
	Total		\$31,510		
Sept 2021-Dec 2021 (Q4)	Barghausen	Civil Engineering Design Fees	\$15,000	\$245,737	\$1,426,471
	Sunshine Design	Dry Utility Design Fees	\$9,400		
	KD Anderson	Traffic Engineering Design Fees	\$3,110		
	Law Offices of Stephen Stwora-Hail	Land Use Attorney	\$4,000		
	Total		\$31,510		
Jan 2022-March 2022 (Q5)	Barghausen	Civil Engineering Design Fees	\$15,000	\$277,247	\$1,394,961
	Sunshine Design	Dry Utility Design Fees	\$9,400		
	KD Anderson	Traffic Engineering Design Fees	\$3,110		
	Law Offices of Stephen Stwora-Hail	Land Use Attorney	\$4,000		
	Total		\$31,510		

April 2022 - September 2022 (ANTICIPATED CONSTRUCTION DURATION)					
DATE	INVOICING PARTY	DESCRIPTION	ANTICIPATED COST	TOTAL COST INCURRED	TOTAL ESTIMATE REMAINING
April 2022-	Contractor	Construction related soft costs	\$11,667	\$509,741	\$1,162,467
		Hard costs including 7.25% sales tax on materials and 20% contingency	\$220,827		
		Total	\$232,494		
May 2022-	Contractor	Construction related soft costs	\$11,667	\$742,235	\$929,973
		Hard costs including 7.25% sales tax on materials and 20% contingency	\$220,827		
		Total	\$232,494		
June 2022-	Contractor	Construction related soft costs	\$11,667	\$974,729	\$697,479
		Hard costs including 7.25% sales tax on materials and 20% contingency	\$220,827		
		Total	\$232,494		
July 2022-	Contractor	Construction related soft costs	\$11,667	\$1,207,223	\$464,985
		Hard costs including 7.25% sales tax on materials and 20% contingency	\$220,827		
		Total	\$232,494		
August 2022-	Contractor	Construction related soft costs	\$11,667	\$1,439,717	\$232,491
		Hard costs including 7.25% sales tax on materials and 20% contingency	\$220,827		
		Total	\$232,494		
September 2022-	Contractor	Construction related soft costs	\$11,665	\$1,672,208	\$0
		Hard costs including 7.25% sales tax on materials and 20% contingency	\$220,826		
		Total	\$232,491		

EXHIBIT E

Wescott Road Vacation



OWNER

APN 020511024
 G.W. & J. JOHNSON, TRUSTEES
 C & D PEASON FARM & TRUST
 P.O. BOX 428
 MAXWELL, CA 95950

RECORD REFERENCES

- #1 PARCEL MAP BOOK 1 PARCEL MAPS PAGE 207 COLUSA COUNTY RECORDS
- #2 STATE HIGHWAY AS BUILT PLAN ON BECALARTE, H.S.L.C. 8-6-11 8 OF 18 FILED IN MAP BOOK # AT PAGE 131
- #3 STATE OF CALIFORNIA HIGHWAY APPRAISAL MAP A-7-2002-01 DISTRICT 3 ROUTE 20 PM 32.5 SHEET 1 OF 5

LEGEND

- (C) CALCULATED POINT NOT RECORDED OR SET
- HC.W. HIGHWAY
- AP#1 ASSESSOR'S PARCEL NUMBER
- (E) EXISTING
- (P) PROPOSED
- BOUNDARY LINE
- RECORD SET POINT
- EASEMENT OR RIGHT-OF-WAY LINE
- AREA TO BE ACQUIRED BY CITY OF COLUSA 17,002 SF
- POSSIBLE AREA TO BE VACATED BY CALTRANS 17,002 SF
- POSSIBLE AREA TO BE VACATED BY CITY OF COLUSA 17,002 SF
- POSSIBLE AREA FOR ROAD CONNECTION



City of Colusa California

STAFF REPORT

DATE: October 3, 2023
TO: City of Colusa Mayor and Council Members
FROM: Sadie Ash, Grant Writer through Jesse Cain, City Manager

AGENDA ITEM:

Subject: Community Sake Grant Applications, Second Round, to be considered for Fiscal Year 2023/24 approval and disbursement.

Recommendation: Council to approve Resolution 23-___ for the City of Colusa to issue funding agreements and disbursements to the approved grant applications.

BACKGROUND ANALYSIS: On June 20, 2023, City Council approved the allocation of \$30,000.00 of America Rescue Plan Allocation (ARPA) funds to create the Community Sake Grant program. The Community Sake Grants seek to offer support for projects, programs, and events performed by Colusa-based Nonprofit and Community Originations.

In September 2023, Council gave staff direction to re-open the application period in an effort to have less funds to roll over into FY 2024/25, utilizing as much as the \$15,000 as possible. Applications submitted in August were allowed to accept the award approved or pull and resubmit should their request amount need to be updated. Two of the four organizations accepted and signed the Funding Agreement, totaling \$4,700.00 in allocated funds. The remaining two reapplied.

The current application request amount before the council is \$15,800.00. The balance of funding is \$10,300.00. Staff recommends the following options for Council to approve:

Option A

- Colusa Founders Day - \$2,800
- VYCR - \$3,000
- The Stagehands - \$2,000
- CC Dreams & Wishes - \$1,500
- Friends of the Library - \$1,000

Option B

- Colusa Founders Day - \$2,100
- VYCR - \$3,000
- The Stagehands - \$2,000
- CC Dreams & Wishes - \$2,000
- Friends of the Library - \$1,200

BUDGET IMPACT: The total amount of Community Sake Grant applications to be awarded for the 2023/24 fiscal year is \$15,000

ATTACHMENTS:
List of Applications
Resolution 23-__

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING TO MOVE FORWARD WITH FUNDING AGREEMENT AND DISBURSEMENT OF COMMUNITY SAKE GRANTS FOR FISCAL YEAR 2023/24

WHEREAS, on October 3, 2023, the City of Colusa Council approves the Community Sake Grant applications submitted by: Colusa Rotary; Colusa Founders Day Fund; Colusa County Arts Council; Virginia Yerxa Community Read, The Stagehands; Colusa County Dreams & Wishes; Friends of the Library, in the amount of \$15,000.00

WHEREAS, on October 3, 2023, the City of Colusa Council approved the funding agreement for the aforementioned community organizations to receive their disbarments captured in Option A/B

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 3rd day of October 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

GREG PONCIANO, MAYOR

ATTEST:

SHELLY KITTLE, CITY CLERK

**City of Colusa
Community Sake Grant
Applicant List for FY 2023/24**

Item 10.

\$ 9,200.00
\$ 20,500.00 \$ 47,154.00
\$ 15,800.00

\$ 4,700.00
\$ 10,300.00 \$ 10,300.00
\$ 10,300.00
\$ 15,000.00

Applicant	Application Received	Application/Required Information Complete	Amount Requested on 8/8/2023	Amount Requested 9/25/2023	Total Project/Program /Event Amount	Description	Recommended Approval Amount (opt 1)	Recommended Approval Amount (opt 2)	Additional Terms
Accepted: Colusa County Arts Council	8/8/2023	Yes	\$ 3,200.00	\$ 3,200.00	\$3,200.00	CCAC is seeking support in to implement a new visual identity for CCAC by refreshing window signage at their office on the corner of Market and 5th, as well as production costs of signage for a recurring "Art Walk" to provide free art to downtown business with the intention to draw foot traffic, visitation and commerce to the City of Colusa.	\$ 3,200.00		No Additons
Accepted: Colusa Rotary	8/7/2023	Yes	\$ 1,500.00	\$ 1,500.00	\$25,000.00	In partnership with PRT Commission, Colusa Rotary has a goal of planting 100 Trees within the City of Colusa. These trees are FREE to property owner, and all time and labor is completed by City of Colusa Staff, PRT Volunteers, and Rotary Volunteers. Awarding of this grant application would give \$1,500 for Rotary to use in purchase of trees for the Fall 2023 Planting	\$ 1,500.00		City to waive \$25 digging fee, as well as provide digging of holes at designated locations. City also creates and distributes all marketing for this program.
Colusa County Dreams & Wishes	9/17/2023	Yes	\$ -	\$ 3,500.00	\$3,454.00	County based NP that supports lessabled adults in Colusa County. Funding is to purchase supplies and equipment for the gr	\$ 1,500.00	\$ 2,000.00	Use of city popup tent as needed (purchase request in application details)
Colusa Founders Day Fund	8/8/2023. Pull & Resubmitt	Yes	\$ 1,500.00	\$ 2,800.00	\$5,000.00	CFD is seeking support in funding promotional and fundraising support to sustain the annual Founders Day event, which takes place in Colusa each June to celebrate the founding of the City.	\$ 2,800.00	\$ 2,100.00	Waive as additional support the costs normally associated with Banner over Market Street, use of Veterans Memorial Park, Use of City Assets for events.
The Stagehands	9/14/2023	Yes	\$ -	\$ 3,500.00	\$ 3,500.00	Stagehands is looking for funding support for their October 2023 performace of "Our Imaginary Friends", with the purchase of misc equipment, cost of PGE and Insurance. Equipment items will be used for the Miss Colusa County pagent as well.	\$ 2,000.00	\$ 2,000.00	Waive as additional support the cost normally associated with Banner and use of City Assets for events.
Virginia Versa Community Read	8/7/2023. Pull & Resubmitt	Yes	\$ 3,000.00	\$ 4,000.00	\$5,000.00	In planning for its 14th year of promoting literacy, reading, and community The VYCR is seeing funding to start the planning of its 2024 event. As a 100% donation event, each year is different based on funds. VYCR is requesting the funds of \$4,000 to start and retain authors and speakers for next Aprilis event. This event utlizes many community origantions, with programing presetedn by VYCR as the main draw.	\$ 3,000.00	\$ 3,000.00	Waive as additional support the costs normally associated with Banner over Market Street, use of Veterans Memorial Park, Use of City Assets for events.
Friends of the Library	9/25/2023	Yes	\$ -	\$ 2,000.00	\$ 2,000.00	The Friends of the Library will use funding to purchase graphic novels, a proven outlet that encourages reading (skills and comprehension) for children and young adults.	\$ 1,000.00	\$ 1,200.00	No Additons



City of Colusa California

STAFF REPORT

DATE: October 3, 2023
TO: Mayor and Members of the City Council
FROM: Sadie Ash, Grant Writer/Admin via Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution of the City Council of the City of Colusa to approve the Bid submitted by California Engineering Company, Inc. for the Construction Management of the Walnut Ranch Sewer Main Line and Services and Sewer Abandonment Project.

Recommendation: Council to adopt the proposed Resolution approving the proposal and bid received by California Engineering Company, Inc. for Construction Management of Walnut Ranch Sewer Main Line and Services and Septic Tank Abandonment Project.

BACKGROUND ANALYSIS:

As part of the Walnut Ranch Water and Sewer Infrastructure Construction Project, the City of Colusa was awarded funding through the State Water Board's Clean Water State Revolving Fund (SRF) Program, which is financing the project. The total project will abandon and consolidate 73 individual septic systems and install 5,800 linear feet of new sewer lines. The funding awarded for the project is \$4.8M.

An RFP was issued in August 2023, and Bid Submissions were due 8/31/2023. CEC provided a bid proposal of \$264,715.00

BUDGET IMPACT:

No Budget Impact

STAFF RECOMMENDATION:

Approve Resolution 23-
 Attachments, CEC, Inc. Proposal & Budget Sheet

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY OF COLUSA CITY COUNCIL APPROVING THE PROPOSAL AND BID RECEIVED BY CALIFORNIA ENGINEERING COMPANY, INC. FOR CONSTRUCTION MANAGEMENT WALNUT RANCH SEWER MAIN LINE AND SERVICES AND SEPTIC TANK ABANDONMENT PROJECT

WHEREAS, notice to bidders has been duly given for the Construction Management role for the Walnut Ranch Sewer Main Line and Services and Septic Tank Abandonment Project.

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
California Engineering Company, Inc. 1110 Civic Center Blvd., Suite 404 Yuba City, CA 95993	\$264,715.00

NOW, THEREFORE, BE IT RESOLVED by the City of Colusa City Council that above recitals are hereby approved.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa City Council held on the 3rd day of October 2023, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

GREG PONCIANO, MAYOR

ATTEST

Shelly Kittle, City Clerk



Task Number	Walnut Ranch Construction Administration - Based on 120 Working Days Contract - Approx. 25 Weeks	Team-hours					Project Cost
		Officer In Charge	Project Manager	Associate Engineer	Associate Inspector	Administration	
1	Administration- 29% of Project Team Hours	Dave	Marisa	Tyler	Jon	Jennifer	
a	Pre-Job Construction Meeting On site	4	4	4	4	0.8	\$2,904.00
b	Public Outreach Meeting	4	4		4	0.6	\$2,308.00
c	Project Weekly Construction Meetings Assume 25	20	50		70	7	\$25,360.00
d	Monthly Progress Inspections and Payment Requests (assume 6 plus final balancing =7)	15	30		30	3.75	\$13,875.00
e	Weekly Site Visits by PM	10	100			5.5	\$20,190.00
f	Prevailing Wage Management and Reporting					40	\$3,200.00
g	Grant Management and Reporting Assistance to Finance Director	50					\$11,250.00
	Subtotal Hours and Cost	103	188	4	108	57.65	\$79,087.00
2	Progress Payments, CCO's, RFI's, Field Directives- 12% of Project Team Hours						
a	Response For Information Requests (assume 20) and tracking	10	60		60	6.5	\$23,170.00
b	Contractor Change Orders (assume 5) - and tracking	10	20		30	3	\$10,940.00
	Subtotal Hours and Cost	20	80		90	9.5	\$34,110.00
3	Construction Inspection- 53% of Project Team Hours						
a	On Site Construction Inspector				600	60	\$103,800.00
b	Construction Daily Reports				100	10	\$17,300.00
c	Construction Weekly Reports				40	2	\$6,760.00
d	Record Drawings following construction completion	5	25		15	2.25	\$8,155.00
	Subtotal Hours and Cost	5	25	0	755	74.25	\$136,015.00
4	Pre and Post Project Photos- 2% of Project Team Hours						
a	Pre and Post Project Photos- 73 Residences				37	1.85	\$6,253.00
	Subtotal Hours and Cost	0	0	0	37	1.85	\$6,253.00
5	Project Close Out- 3% of Project Team Hours						
a	Final Inspection/Punchlist	10	20		20	2.5	\$9,250.00
	Subtotal Hours and Cost	10	20	0	20	2.5	\$9,250.00
	Total	138	313	4	1010	145.75	\$264,715.00

*CEC reserves the right to move/modify the specific budget items listed herein without changing the project total cost.