



# CITY COUNCIL MEETING

Tuesday, April 16, 2024  
Regular Meeting - 6:00 PM  
City Hall – City Council Chambers  
425 Webster Street, Colusa, CA 95932

## AGENDA

### Zoom Information:

<https://us06web.zoom.us/j/89890717467>  
Meeting ID: 898 9071 7467 Passcode: 726926  
Mobile: 669-444-9171, ID 89890717467

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

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

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

### PRESENTATION

1. Proclamation declaring April as National Volunteer Recognition Month

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

2. **Approve** - Council Draft March 19 Minutes
3. **Receive and File** - Police Department March report
4. **Receive and File** - Treasurer's January and February reports
5. **Adopt** - Resolution adopting City of Colusa's Workplace Violence Policy
6. **Adopt** - Resolution updating City of Colusa's Alcohol and Drug Abuse Policy
7. **Adopt** Resolution to release the NOFO and open applications for the second round of Community Sake Grants

- 8. Adopt** - Resolution approving the services contract with Sadie Boggs Ash
- 9. Adopt** - Resolution to authorize the Police Chief to purchase two (2) 2024 Chevy Tahoe police vehicles from Hoblit Motors
- 10. Adopt** - Resolution for street closure - Market Street from Bridge to 11th and 10th from Main to Fremont for the Colusa County Fair Parade on the first or second Friday in June through the Year 2029
- 11. Adopt** - Resolution authorizing the City Manager to enter into a Construction Contract with Dos Rios Inc. for the design-build fence around the City of Colusa's Splash Pad

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

### **COUNCIL CONSIDERATION**

- 12.** Colusa Town Center (a.k.a. - ARCO Development Project) – Acceptance of Right of Way Dedication from Developer relating to Assessors Parcel Numbers; 002-120-025, 002-120-026 and 002-011-004.

#### **Recommendations:**

- 1.) Authorize the City Clerk to record the right of way dedication(s) in favor of the City of Colusa along Highway 20 as has been required by Cal Trans to approve the final encroachment permit.
- 2.) Council to adopt the Resolution accepting right-of-way dedications associated with the following parcel numbers 002-120-025, 002-120-026, and 002-011-004, also known by the following document numbers 36698-1, 36697-1, 36696-1, and 36695-1

### **FUTURE AGENDA ITEMS**

### **ADJOURNED TO CLOSED SESSION**

### **CLOSED SESSION MEETING**

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

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

### **REPORT ON CLOSED SESSION**



\_\_\_\_\_  
SHELLY KITTLE, CITY CLERK

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

#### **Americans with Disabilities Act**

In compliance with the Americans with Disabilities Act, persons requiring accommodations for a disability at a public meeting should notify the City Clerk at least 48 hours prior to the meeting at (530) 458-4941 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.

“This institution is an equal opportunity employer and provider”



## CITY COUNCIL MEETING

Tuesday, March 19, 2024  
 Regular Meeting - 6:00 PM  
 City Hall – City Council Chambers  
 425 Webster Street, Colusa, CA 95932

### MINUTES

**CALL TO ORDER**- Mayor Vaca called the meeting to order.

**ROLL CALL** – Council Members Ponciano, Conrado, Codorniz and Vaca were all present.

#### **PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA** – Council Member Conrado requested the Colusa Swim Team Discussion item be moved up as some members have another meeting to attend. There was council consensus.

**PUBLIC COMMENTS** – None.

#### **PRESENTATIONS**

Mayor Vaca presented a 10-year Service Award to Brent Townsend who was unable to attend.

**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** - Council Draft Minutes of March 5
2. **Receive and File** - Fire Department February report
3. **Receive and File** - Police Department February report
4. **Receive and File** - Recreation Department report
5. **Receive and File** - Finance Department January and February reports
6. **Receive and File** -Treasurer's December report
7. **Receive and File** - January and February Warrants list
8. **Adopt** - Resolution to initiate proceedings for the annexation of approximately 509.78 acres of City-owned property adjacent to the wastewater treatment plant.

**ACTION:** City Clerk Kittle noted two non-substantive changes on Item 1. Motion by Council Member Ponciano, seconded by Council Member Conrado to approve the consent items. Motion passed unanimously.

#### **DISCUSSION ITEM**

- Colusa Swim Team

Antonio Ortiz discussed the need to have another practice time for the swim team. The request was to use three lanes of the pool from 6:30 am- 8:00 am for ten weeks and to extend the evening practice time from 5:00 pm – 8:00 pm.

**PUBLIC COMMENTS:** Ellen McGowan read a statement about her family’s wonderful experience with the Colusa Swim Team, the adult swim, and the city. She expressed her gratitude and support hoping for a positive outcome on the request.

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

Council Member Conrado provided updates on meetings and events she attended.

Council Member Markss provided updates on meetings he attended.

Council Member Ponciano provided updates on meetings he attended.

Mayor Pro-Tem Codorniz – provided updates on meetings he attended.

Mayor Vaca provided updates on meetings he attended.

City Attorney Jones discussed social media accounts for public officials.

City Manager Cain provided updates on meetings he attended.

Police Chief Fitch provided updates at the Police Department.

Fire Chief Conley provided updates at the Fire Department.

City Engineer Swartz provided updates on current projects.

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

City Treasurer Kelley didn’t have anything to report.

### **COUNCIL CONSIDERATION**

#### 9. Consideration of Commission Appointments

##### **PLANNING COMMISSION:**

**ACTION:** Motion by Council Member Conrado seconded by Council Member Codorniz to reappoint Jean Pierre Cativele, Thomas Roach and Sara Andreotti to the Planning Commission for a four-year term. Motion passed unanimously.

##### **PARKS, RECREATION AND TREE COMMISSION:**

**PUBLIC COMMENTS:** Commissioner Cynthia White provided an update on their accomplishments, stating they all work well together and want to continue serving the citizens of the community.

**ACTION:** Motion by Council Member Conrado, seconded by Council Member Ponciano to reappoint Elizabeth Yerxa, Leslie Poland, Cynthia White, Jamie Davis-Meyer for a four-year

term to the Parks, Recreation and Tree Commission. Council thanked Jack Cunningham for applying and encouraged citizens to apply for open commission vacancies. Motion passed unanimously.

#### HERITAGE PRESERVATION COMMISSION:

**ACTION:** Motion by Council Member Codorniz seconded by Council Member Ponciano to reappoint Jim White to the Heritage Preservation Commission for a four-year term. Motion passed unanimously.

#### DISCUSSION ITEMS

##### - Update on the Mushroom Facility

Laura Denise, General Manager for Farmers Fresh Mushrooms California provided an update on the mushroom farm. Their after-hours phone number to report complaints is (530) 458-8600. She explained the biggest factor was the north wind but there are other contributing factors. She explained their filtration system. Denise answered questions from the council.

**PUBLIC COMMENTS:** Joe Taucher, Devin Kelley, Pam DeGrossa, and others expressed their concerns regarding the smell.

City Attorney Jones will research “public nuisance”.

##### - Sports Complex

Mayor Vaca explained his vision of having a sports complex in the city limits. A location has not been determined. City Manager Cain handed out a rendering of what the sports complex could look like. The council discussed the need to bring people to Colusa and the importance of keeping citizens here. There was a lot of discussion with the council and citizens sharing ideas and educating the public about what it could offer to everyone in the community. Council requested future workshops.

#### FUTURE AGENDA ITEMS

Sports Complex workshop

Colusa’s role with the Sites Reservoir Project

#### ADJOURNED at 7:57 PM TO CLOSED SESSION

#### CLOSED SESSION MEETING

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

**PUBLIC COMMENTS** – None.

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

#### ADJOURNED at 8:18 PM

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DANIEL VACA, MAYOR

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Shelly Kittle, City Clerk

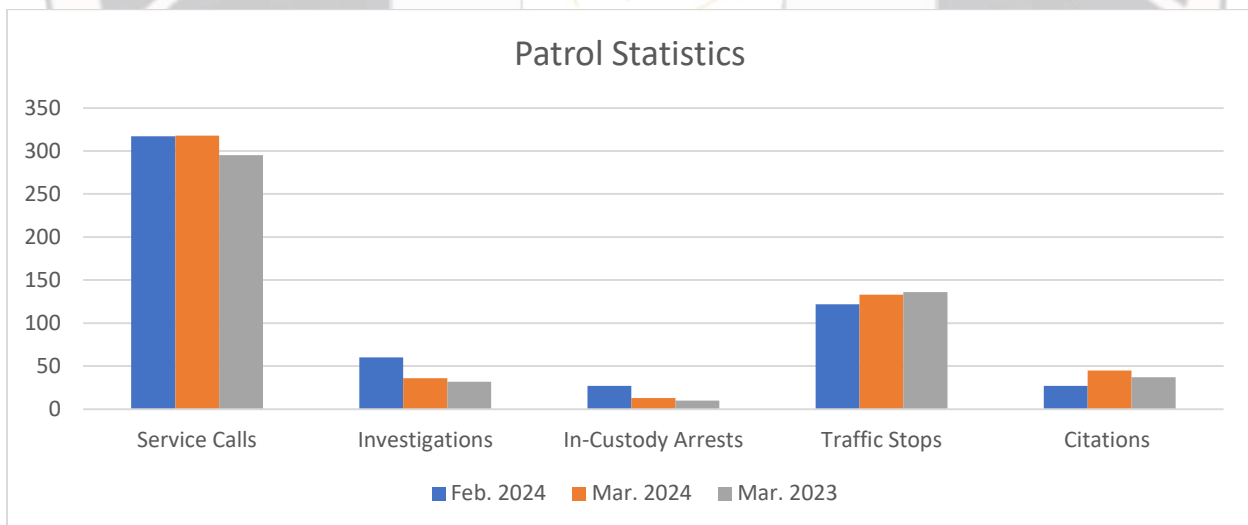
# Colusa Police Department

## *Monthly Report for March 2024*

### Monthly Activities

- City Council Meeting
- Participated in the Colusa County School Attendance Review Board (SARB)
- Conducted Concealed Carry Weapons (CCW) applicant interviews
- Participated in the CAPC Child Abuse Prevention collaborative meeting
- Conduct interviews for both the academy trainee and entry level police officer positions
- Attended the CCSO Task Force Steering Committee meeting
- Attended Colusa County Local Hazard Mitigation Strategy meeting

### Monthly Statistics



- There were 318 calls for service for patrol officers with 16 agency assists. The call volume in February and March was virtually identical. In March of 2023, there were 295 calls for service which is slightly lower than the call volume of the current year.
- During March 2024, there were 13 in-custody arrests. There were 4 citations issued in lieu of subjects being booked in jail. There was 1 domestic violence related incident reported in March. There were 4 DUI related arrests made. There were 36 reports initiated.
- During the month of March, officers initiated 133 traffic enforcement stops. There were 39 citations issued. Several of the citations issued were for registration and driver's license related violations. Additionally, officers have been citing multiple individuals for 'exhibition of speed' and 'speed contests'. There was 1 reportable traffic collision with injuries.
- The Police Services Manager handled 79 calls for service during the month of March. These calls for service don't include telephone calls handled by the Police Services Manager.



## Items of Interest

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- The major incident for the month of March originated from a traffic enforcement stop for a lighting equipment violation. The driver provided a false name to the officer conducting the traffic enforcement stop. There were 2 occupants in the vehicle, one being an elderly female. As the officer was attempting to determine the driver's true identity, the driver fled and a vehicle pursuit ensued. With the assistance of Colusa County Sheriff's Office, CHP, and Sutter County Sheriff's Office, the driver, Jose Fidel Nunes Jr, was apprehended after a successful deployment of a spike strip in Sutter. The 2 passengers were unharmed and explained to officers that they attempted to get Nunes to let them out of the vehicle, fearing for their safety during the pursuit. Nunes had outstanding arrest warrants out of Butte County. He was booked into the CCSO Jail for the warrants as well as charges related to the pursuit.
- The Colusa Police Department opened recruitment for both the police officer trainee positions as well as the entry level police officer positions (academy graduates). Interviews were conducted in mid-March. Two applicants are currently undergoing a background investigation, both being military veterans. Colusa PD has 3 seats reserved in the next academy class at Butte College. Currently, there is one police officer trainee attending the academy who will be graduating in early June.
- It is not uncommon for the Colusa Police Department to receive complaints about vehicles parked along public roadways that are inoperable or even abandoned. If a vehicle's registration has expired for more than 6 months, it can be towed pursuant to section 22651(o) of the California Vehicle Code. A vehicle can't be parked on a public roadway more than 120 hours on a per section 11-8(Z) of the Colusa City Code. This excludes vehicles on private property. Should you notice a yellow 'warning' tag on vehicle, if the vehicle is not moved quickly, it will be towed. Often it will be tagged without further notice.



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

ITEM FOR APRIL 2, 2024

To: Colusa City Council Members

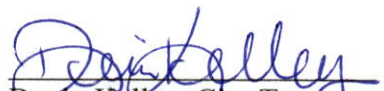
Re: Treasurer's Report for month ending January 2024

Please find the attached financial reports for your review. Based on the information provided to me by the finance department, this report represents the financial record as of January 31, 2024.

I have included a summary below:

Bank Balance as of January 31, 2024	\$6,643,909.16
Outstanding payables	(194,412.82)
LAIF Balance as of January 31, 2024	11,148,061.00
Petty Cash	500.00
Total Balance as of January 31, 2024	<u>\$17,598,057.34</u>

Respectfully submitted,

  
Devin Kelley, City Treasurer

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

***Bank Records:***

Wells Fargo Bank Balance - January 31, 2024	\$ 6,643,909.16
Wells Fargo Escrow Account Balance - January 31, 2024	-
ADD / SUBTRACT:	
Outstanding Accounts Payable	(194,139.07)
Outstanding Payroll Payable	(273.75)
Reconciling Items:	-
<hr/>	
Reconciled Checking Balance - Wells Fargo Bank - January 31, 2024	6,449,496.34
LAIF Balance - January 31, 2024	11,148,061.00
Petty Cash Balance - January 31, 2024	500.00
<hr/>	
<b>Total Reconciled Bank Balances - January 31, 2024</b>	<b><u><u>\$ 17,598,057.34</u></u></b>

***City Records (Post Journal Entries):***

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 6,457,066.59
10995 - LAIF	11,148,061.00
10100 - Petty Cash	500.00
<hr/>	
Total Checking and LAIF	\$ 17,605,627.59
ADD / SUBTRACT:	
Credit Card Deposits in MOMS - Not In Bank	(3,104.13)
Rec.Desk not posted - In Bank	(4,506.12)
Credit card Pmt	40.00
<hr/>	
<b>Total Reconciled Book Balance - January 31, 2024</b>	<b><u><u>\$ 17,598,057.34</u></u></b>



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

ITEM FOR APRIL 2, 2024

To: Colusa City Council Members

Re: Treasurer's Report for month ending February 2024

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 February 29, 2024.

I have included a summary below:

Bank Balance as of February 29, 2024	\$6,621,535.41
Outstanding payables	(55,055.66)
LAIF Balance as of February 29, 2024	11,148,061.00
Petty Cash	500.00
Total Balance as of February 29, 2024	<u>\$17,715,040.75</u>

Respectfully submitted,

  
Devin Kelley, City Treasurer

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

Item 4.

***Bank Records:***

Wells Fargo Bank Balance - February 29, 2024	\$ 6,621,535.41
Wells Fargo Escrow Account Balance - February 29, 2024	-
 <b>ADD / SUBTRACT:</b>	
Outstanding Accounts Payable	(52,376.64)
Outstanding Payroll Payable	(2,679.02)
 Reconciling Items:	 -
<hr/>	
Reconciled Checking Balance - Wells Fargo Bank - February 29, 2024	6,566,479.75
LAIF Balance - February 29, 2024	11,148,061.00
Petty Cash Balance - February 29, 2024	500.00
<hr/>	
<b>Total Reconciled Bank Balances - February 29, 2024</b>	<b><u><u>\$ 17,715,040.75</u></u></b>

***City Records (Post Journal Entries):***

10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$ 6,578,689.33
10995 - LAIF	11,148,061.00
10100 - Petty Cash	500.00
<hr/>	
Total Checking and LAIF	\$ 17,727,250.33
 <b>ADD / SUBTRACT:</b>	
Credit Card Deposits in MOMS - Not In Bank	(11,036.51)
Rec.Desk not posted - In Bank	
Credit card Pmt in MOM-Not in the bank	(1,173.07)
 <hr/>	
<b>Total Reconciled Book Balance - February 29, 2024</b>	<b><u><u>\$ 17,715,040.75</u></u></b>

**RESOLUTION NO. 24-\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA  
ADOPTING A WORKPLACE VIOLENCE PREVENTION PLAN**

**WHEREAS**, the City of Colusa is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor.

**WHEREAS**, the City of Colusa's policy is to establish, implement, and maintain an effective plan as required by [SB 533](#). The regulation requires us to establish, implement, and maintain, at all times in all our facilities, a workplace violence prevention plan for the purposes of protecting employees and other personnel from aggressive and violent behavior at the workplace.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Adoption of the City of Colusa Workplace Violence Prevention Plan. The City Council of the City of Colusa hereby adopts the "City of Colusa Workplace Violence Prevention Plan," attached hereto and incorporated hereby by reference as Exhibit A.
3. Effective Date. This Resolution shall be effective immediately.

Passed and adopted this 2nd day of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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DANIEL VACA, MAYOR

ATTEST:

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Shelly Kittle, City Clerk

**City of Colusa  
Workplace Violence Prevention Plan**

**April 2024**

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Appendices

- A. Workplace Violent Incident Log
- B. Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist



## Policy

The City of Colusa is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor. Our policy is to establish, implement, and maintain an effective plan as required by [SB 533](#). The regulation requires us to establish, implement, and maintain, at all times in all our facilities, a workplace violence prevention plan for the purpose of protecting employees and other personnel from aggressive and violent behavior at the workplace.

Our Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and the Chief of Cal/OSHA or his or her designee.

## Prohibited Acts

The City of Colusa will not ignore, condone, or tolerate *threats of violence* or *workplace violence* by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- *Threats of violence* include both verbal and non-verbal conduct that causes a person to fear for his or her safety because there is a reasonable possibility he or she might be physically injured and that serves no legitimate work-related purpose.
- *Workplace violence* means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others. Workplace violence includes the following:
  - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
  - An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury.

*Workplace violence* can be categorized into four types:

**Type 1:** Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime

**Type 2:** Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors

**Type 3:** Workplace violence against an employee by a present or former employee, supervisor, or manager

**Type 4:** Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee

In addition, The City of Colusa prohibits all *dangerous weapons* not used for fire suppression, accident and incident response, emergency medical services, the service of law enforcement, or security duties on all The City of Colusa property. Any employee or appointed or elected official in possession of prohibited dangerous weapons on The City of Colusa's property is in violation of this policy and may be subject to disciplinary action up to and including dismissal. Any volunteer, contractor, client, or visitor in possession of prohibited dangerous weapons will be banned from the premises. *Dangerous weapons* include any instrument capable of inflicting death or serious bodily injury.

## **Responsibility and Authority**

### **Workplace Violence Prevention Plan Administrator**

The Human Resources Department, or an assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Human Resources Department will also be able to answer employee questions concerning this plan.

The Human Resources Department, or an assigned designee, shall solicit feedback and input from employees and their authorized representatives in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents.

### **Managers and Supervisors**

Responsibilities include:

- Implementing the plan in their work areas;
- Providing input to the Administrator regarding the plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

### **Employees**

Responsibilities include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

## Compliance

The Administrator is responsible for ensuring the plan is clearly communicated and understood by all employees. The following techniques are used to ensure all employees understand and comply with the plan:

- Informing all employees of the plan during new employee safety orientation training and ongoing workplace violence prevention training;
- Ensuring *all* employees, including managers, and supervisors receive training on this plan;
- Providing comprehensive workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for plan implementation;
- Evaluating employees to ensure their compliance with the plan;
- Disciplining employees, appointed or elected officials, and volunteers who engage in threats of violence behaviors up to and including dismissal; and
- Ensuring training of this plan is conducted yearly.

## Communication and Training

Managers and supervisors are responsible for communicating with employees about workplace violence in a form readily understandable by all employees.

Employees are encouraged to inform their supervisors about any threats of violence or workplace violence. Employees may use the Workplace Violent Incident Log (Appendix A) to assist in their reporting of incidents. No employee will be disciplined for reporting any threats of violence or workplace violence.

After the employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Administrator who will investigate the incident. The Administrator will then inform the employee of the results of their investigation and any corrective actions to be taken as part of the City of Colusa's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee who believes he or she has the potential of violent behavior is encouraged to use the City of Colusa's confidential Employee Assistance Program:

ACI Specialty Benefits

Main Phone Number: 800-932-0034 Fax: 858-452-7819

Website: <https://acispecialtybenefits.com/>

Contact: Sasha Abrahms

Employee training on workplace violence will include:

- This plan;
- Workplace violence risks that employees may encounter in their jobs;
- How to recognize the potential for violence and escalating behavior;
- Strategies to de-escalate behaviors and to avoid physical harm;
- How to report incidents to law enforcement; and
- ACI Specialty Benefits

Employees assigned to respond to alerts, alarms, or systems that are in place to warn others will receive additional training that includes:

- General and personal safety measures;
- Aggression and violence predicting factors;
- The assault cycle;
- Characteristics of aggressive and violent persons;
- Verbal intervention and de-escalation techniques and physical maneuvers to defuse and prevent violent behavior;
- Strategies to prevent physical harm;
- Appropriate and inappropriate use of restraining techniques and medications as chemical restraints in accordance with Title 22; and
- An opportunity to practice the taught maneuvers and techniques, including a debriefing session.

Training will occur:

- When the plan is first established;
- At time of hire or transfer;
- Annually for employees performing patient contact activities and their supervisors;
- Annually for employees assigned to respond to internal alerts, alarms, or systems;
- When new equipment or work practices are introduced; and
- When a new or previously unrecognized workplace violence hazard has been identified

Employees who receive training in a form other than live will have the opportunity to meet with a person knowledgeable on the plan within one business day of the training for interactive questions to be answered.

## **Procedures**

### **Responding to Actual or Potential Workplace Violence Emergencies**

In the event of an actual or potential workplace violence emergency, the City Clerk and/or the Human Resources Department will alert employees of the presence, location, and nature of the

workplace violence through the following methods:

- Notify the Police Department and Police Chief immediately
- Notify the Fire Department and the Fire Chief immediately
- Notify the City Manager

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify the Human Resources Department or the City Clerk.

Employees shall implement the run, hide, fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

Employees can obtain help from staff assigned to respond to workplace violence emergencies, such as security personnel by calling the following number: 530-458-4941, ext. 3111. If no security personnel are located at the worksite, employees shall call 911 to report the incident and request assistance from law enforcement.

### **Emergencies and Reporting a Crime**

For immediate assistance in an emergency that is not associated with a service call, contact emergency services or law enforcement by calling 911. For immediate assistance in an emergency associated with a service call in progress, follow internal procedures for requesting immediate back-up assistance by notifying local law enforcement. Employees should also notify their supervisor, manager, and the Administrator as soon as possible.

### **Reporting Workplace Violence Concerns**

Employees who witness or experience *threats of violence* or *workplace violence* can report the incident through their chain of command or directly to Human Resources. Employees may report anonymously and without fear of reprisal by submitting the incident in writing through interoffice mail.

### **Restraining Orders**

Employees or other personnel affiliated with the City of Colusa who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Administrator. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Administrator to decide what actions, if any, need to be initiated.

### **Hazard Assessment**

Workplace hazard assessments will include:

- An annual review of the past year's workplace violence incidents; and
- Periodic physical security assessments.

The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist (Appendix B) can be used to assist with the security assessment. Inspections are performed according to the following schedule:

- Once a year;
- When the plan is implemented;
- When new, previously unidentified workplace violence/security hazards are recognized; and
- When workplace violence injuries or threats of injury occur.

## **Hazard Correction**

*Work practice controls* will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

*Work practice controls* are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

- Appropriate staffing levels;
- Provision of dedicated safety personnel (i.e. security guards);
- Employee training on workplace violence prevention methods; and
- Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner based on the severity of the hazard, documented and dated.

## **Post Incident Response and Investigation**

Managers and supervisors will use the Workplace Violent Incident Log (Attachment A) to assist in documenting incidents and investigations.

These procedures will occur following an incident:

- Provide immediate medical care or first aid;
- Identify all employees involved in the incident;
- Offer staff individual trauma counseling resources;
- Conduct a debriefing with all affected staff;
- Determine if corrective measures developed under this plan were effectively implemented; solicit feedback from all personnel involved in the incident as to the cause of this incident and if injuries occurred, how injury could have been prevented; and
- Record the incident in the Workplace Violent Incident Log.

## Recordkeeping

- Records of workplace violence hazard identification, evaluation, and correction will be maintained for five years in accordance with the recordkeeping requirements of SB 553.
- Training for each employee, including the employee's name, training dates, type of training, and training provider will be maintained for a minimum one year.
- Records of violent incidents (Workplace Violent Incident Log) will be maintained a minimum of five years at City Hall, Human Resources Department.

## Annual Review

The City of Colusa's Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

- Staffing;
- Sufficiency of security systems;
- Job, equipment, and facility design and risks;
- Modifications or additions to tasks and procedures that affect plan implementation;
- Newly identified hazards;
- Prior year incidents;
- Identified deficiencies; and
- Feedback provided by employees and their authorized representatives.

**WORKPLACE VIOLENT INCIDENT LOG**

This form must be completed for every record of violence in the workplace

<b>Incident ID #*:</b>	<b>Date and Time of Incident:</b>	<b>Department:</b>
------------------------	-----------------------------------	--------------------

**Specific Location of Incident:**

*\* Do not identify employee by name, employee #, or SSI. The Incident ID must not reflect the employee's identity)*

**Describe Incident** (Include additional pages if needed):

**Assailant information:**

<input type="checkbox"/> Patient	<input type="checkbox"/> Client	<input type="checkbox"/> Customer
<input type="checkbox"/> Family or Friend of Patient	<input type="checkbox"/> Family or Friend of Client	<input type="checkbox"/> Family or Friend of Customer
<input type="checkbox"/> Partner/Spouse of Victim	<input type="checkbox"/> Parent/Relative of Victim	<input type="checkbox"/> Co-Worker/Supervisor/Manager
<input type="checkbox"/> Former Partner/Spouse of Victim	<input type="checkbox"/> Animal	<input type="checkbox"/> Person In Custody
<input type="checkbox"/> Robber/Burglar	<input type="checkbox"/> Passenger	<input type="checkbox"/> Stranger
<input type="checkbox"/> Student	<input type="checkbox"/> Other:	

**Circumstances at time of incident:**

<input type="checkbox"/> Employee Performing Normal Duties	<input type="checkbox"/> Poor Lighting	<input type="checkbox"/> Employee Rushed
<input type="checkbox"/> Employee Isolated or Alone	<input type="checkbox"/> High Crime Area	<input type="checkbox"/> Low Staffing Level
<input type="checkbox"/> Unable to Get Help or Assistance	<input type="checkbox"/> Working in a Community Setting	<input type="checkbox"/> Unfamiliar or New Location
<input type="checkbox"/> Other:		

**Location of Incident:**

<input type="checkbox"/> Patient or Client Room	<input type="checkbox"/> Emergency or Urgent Care	<input type="checkbox"/> Hallway
<input type="checkbox"/> Waiting Room	<input type="checkbox"/> Restroom or Bathroom	<input type="checkbox"/> Parking Lot or Outside Building
<input type="checkbox"/> Personal Residence	<input type="checkbox"/> Breakroom	<input type="checkbox"/> Cafeteria
<input type="checkbox"/> Other:		

**Type of Incident (check as many apply):**

<input type="checkbox"/> Robbery	<input type="checkbox"/> Grabbed	<input type="checkbox"/> Pushed
<input type="checkbox"/> Verbal Threat or Harassment	<input type="checkbox"/> Kicked	<input type="checkbox"/> Scratched
<input type="checkbox"/> Sexual Threat, Harassment, or Assault	<input type="checkbox"/> Hit with an Object	<input type="checkbox"/> Bitten
<input type="checkbox"/> Animal Attack	<input type="checkbox"/> Shot (or Attempted)	<input type="checkbox"/> Slapped
<input type="checkbox"/> Threat of Physical Force	<input type="checkbox"/> Bomb Threat	<input type="checkbox"/> Hit with Fist
<input type="checkbox"/> Threat of Use of Weapon or Object	<input type="checkbox"/> Vandalism (of Victim's Property)	<input type="checkbox"/> Knifed (or Attempted)
<input type="checkbox"/> Assault With A Weapon or Object	<input type="checkbox"/> Vandalism (of Employer's Property)	<input type="checkbox"/> Arson
<input type="checkbox"/> Robbery	<input type="checkbox"/> Other:	

**Consequences of incident:**

Medical care provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	Law enforcement called? <input type="checkbox"/> Yes <input type="checkbox"/> No	Security contacted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Did anyone provide assistance to conclude the event? <input type="checkbox"/> Yes <input type="checkbox"/> No		Days lost from work (if any) _____
Actions taken by employer to protect employees from a continuing threat? <input type="checkbox"/> Yes <input type="checkbox"/> No		

**Completed by:**

Name:	Title:	Date:
Telephone:	Email:	
Signature:	Telephone:	



**WORKPLACE VIOLENCE PREVENTION  
ENVIRONMENTAL HAZARD ASSESSMENT & CONTROL CHECKLIST**

<b>Assessed by:</b>	<b>Title:</b>
<b>Location(s) Assessed:</b>	

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence.

Step 1: Identify risk factors that may increase the City of Colusa’s vulnerability to workplace violence events

Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities

Step 3: Develop a corrective action plan with measurable goals and target dates

**STEP 1: IDENTIFY RISK FACTORS**

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

**STEP 2: CONDUCT ASSESSMENT**

**Building Interior**

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for client or visitor interviews allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are clients and visitors clearly informed how to use the department services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belonging?	

**Building Exterior**

Yes	No	Building Exterior	Comments:
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Are security personnel provided outside the building?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly?	
		Are all exterior walkways visible to security personnel?	

**Parking Area**

Yes	No	Parking Area	Comments:
		Is there a nearby parking lot reserved for staff?	
		Is the parking lot attended and secure?	
		Is the parking lot free of blind spots and landscape trimmed to prevent hiding places?	
		Is there enough lighting to see clearly?	
		Are security escorts available?	

## Security Measures

Item 5.

Yes	No	Security Measures	Comments:
		Is there a response plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and clients)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Are there metal detectors?	
		Are there X-ray machines?	
		Do doors lock?	
		Does internal telephone system activate emergency assistance?	
		Are telephones with an outside line programed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there "drop safes" to limit available cash?	
		Are pharmaceuticals secured?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	



## RESOLUTION NO. 24-\_\_

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA UPDATING THE ALCOHOL AND DRUG POLICY - SECTION VII “TESTED SUBSTANCES”

**WHEREAS**, the City Council’s goal is to eliminate substance abuse and its effects in the workplace and to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990; and

**WHEREAS**, on May 20, 2014, the City Council adopted Resolution 14-18 and

**WHEREAS**, under AB 2188, effective January 1, 2024, the City of Colusa will not discriminate against employees based on their use of cannabis off the job and away from the workplace or based on a drug screening test that detects non-psychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids.

**WHEREAS**, under AB 2188, drug testing for applicants in non-safety sensitive positions, including testing for marijuana, must only include testing for psychoactive components of THC.

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

1. Recitals. The foregoing recitals are true and correct and made a part of this Resolution.
2. Adoption of the updated Alcohol and Drug Abuse Policy. The City Council of the City of Colusa hereby adopts the update of the “City of Colusa Alcohol and Abuse Policy,” attached hereto and incorporated hereby by reference as Exhibit A.
3. Effective Date. This Resolution shall be effective immediately.

Passed and adopted this 2nd day of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
DANIEL VACA, MAYOR

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

# CITY OF COLUSA

## ALCOHOL AND DRUG ABUSE POLICY

## ALCOHOL AND DRUG ABUSE POLICY

### I. Purpose

It is the intention of this policy to eliminate substance abuse and its effects in the workplace and to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990 which require all agencies receiving grants from any federal or state agency to maintain and promote a drug-free workplace. While the City of Colusa has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol can take its toll on job performance and employee health and safety. The City's concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol in the workplace, and the influence of these substances on employees in the workplace, are inconsistent with this objective.

One of the goals of the City's drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the City's Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers, supervisors and employees. To that end the City will act to eliminate any substance abuse (alcohol, illegal drugs, prescription and over the counter drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the public service responsibilities entrusted to the employees of the City of Colusa, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City of Colusa.

### II. Policy

It is City policy that employees: (i) shall not be under the influence of alcohol or drugs while on duty; (ii) shall not possess alcohol or illegal drugs while on City property, at work locations or in uniform; (iii) nor manufacture, sell or provide drugs (illegally) or alcohol to any other employee or to any person in the workplace; (iv) nor have their ability to work impaired as a result of the use of alcohol or drugs when reporting for, or at, work.



While use of over the counter or medically and legally prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment can result in discipline, up to and including termination.

In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified medical provider may be required. Employees utilizing prescribed medications are responsible for consulting the prescribing physician and/or pharmacist to be certain whether or not a medication may interfere with the safe performance of his/her job. It is the employee's responsibility to remove themselves from service if they are unfit for duty.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with the employee. Examples include but are not limited to employee lockers or assigned City Vehicles. Employee's personal vehicles shall not be subject to search without employee consent. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.<sup>1</sup>

Refusal to submit immediately to an alcohol and/or drug analysis when requested by City management or law enforcement personnel as a result of reasonable suspicion as defined in this policy, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be required to remain on the premises for a reasonable period of time until he or she can be safely transported from the work site.

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or an EAP counselor for additional information. This program is not available to applicants, probationary, temporary or seasonal employees, volunteers, interns or contractors and subcontractors performing work for the City.

### III. Application

This policy, as it relates to providing a drug and alcohol free workplace, applies to all employees of the City (regular, probationary, temporary and seasonal), all applicants for positions with the City, all volunteers, interns, contractors and subcontractors performing work for the City. Testing protocols outlined in this policy apply to all employees of the City (regular, probationary, temporary and seasonal) and all applicants for positions with the City.

<sup>1</sup> The City reserves the right in accordance with the Peace officers Bill of Rights and federal and state law to search all areas and property which the City maintains control or joint control with the employee.

This policy applies to alcohol and to all substances (legal or illegal), which could impair a person's ability to effectively and safely perform the functions of the job.

#### IV. Definitions

**Adulterated Specimen** - A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

**Alcohol** - The intoxicating agent in beverage alcohol, ethyl alcohol or other low-molecular-weight alcohols, including methyl or isopropyl alcohol.

**Alcohol Concentration** - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

**Alcohol Use** - The consumption of any beverage, liquid mixture or preparation, including any medication or food, containing alcohol.

**Designated Employer Representative (DER)** - An individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The City Manager or designee shall serve as the DER for the City of Colusa.

**Illegal Drugs** - All drugs, substances and medications deemed illegal under federal or state law.

**Impairing Drugs** - All illegal drugs, substances and medications and all legal drugs, substances, and medications which could impair a person's ability to effectively and safely perform the functions of the job.

**Last Chance Agreement** - An agreement between the City and an employee in which the employee agrees to specific conditions including, but not limited to, rehabilitation, random testing and to remain free from drugs and/or alcohol as a condition of continued employment.

**Medical Review Officer (MRO)** - A licensed physician (M.D. or D.O.) responsible for receiving laboratory results generated by an employer's controlled substances testing program, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information.

**Negative Test** - A test result which is reported to the City and indicates that there are

insufficient or no controlled substances and/or alcohol present in a sample in an amount sufficient to generate a positive result.

**Positive Test** - A confirmed test result which is at or above the positive test threshold for controlled substances pursuant to the Department of Health and Human Services (DHHS) guidelines or above .02% blood alcohol equivalent for alcohol.

**Prescription** – A physician’s order valid under federal law for the preparation and administration of a drug or device for a patient.

**Reasonable Suspicion** - A belief based on objective facts, sufficient to lead a reasonably prudent supervisor to suspect, that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired, or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion, provided that such factor would be sufficient to lead a reasonable person to suspect drug or alcohol use to be involved:

- i. Slurred speech;
- ii. Alcohol odor on breath;
- iii. Unsteady walking and movement;
- iv. An accident involving City property and/or causing bodily injury;
- v. Physical altercation;
- vi. Verbal altercation;
- vii. Unusual behavior;
- viii. Possession of alcohol or impairing drugs;
- ix. Information obtained from a reliable person with personal knowledge.

**Refusal** - A failure to comply with any part of the testing process, including failure to appear for any test within a reasonable time, after being directed to do so by the employer; failure to remain at the testing site until the testing process is complete; failure to remain at the scene of an accident without just cause to leave prior to submitting to a test; failure to provide a urine specimen or breath or saliva sample for any drug or alcohol test required; in the case of direct observation or monitored collection, failure to permit the observation or monitoring; failure to provide sufficient amount of urine when directed; failure or declination to take a second test the employer or collector gives direction to take; failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER; and finally, is reported by the MRO as having a verified adulterated or substituted test result.

**Rehabilitation** - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to a Substance Abuse Professional (SAP) and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental issues which contributed to job problems.

**Substance Abuse Professional (SAP)** - A licensed physician (M.D. or D.O.), or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol

counselor with knowledge of, and clinical experience in, the diagnosis and treatment of substance abuse disorders.

**Substituted Specimen** - A specimen with creatinine and specific gravity levels that are so diminished that they are not consistent with normal human urine.

## V. Employee Responsibilities

An employee must:

1. not report to work while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
2. not possess or use alcohol or impairing drugs during working hours or while on standby duty with pay or at any time while on duty on City property or in uniform;
3. not directly or through a third party manufacture, sell or provide drugs (illegally) or alcohol to any person, including any employee in the workplace;
4. submit immediately to an alcohol and/or drug test requested by a manager or supervisor, when reasonable suspicion as defined in this policy, exists;
5. notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment;
6. provide, within twenty-four (24) hours of a request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name;
7. notify the City Manager, in writing, of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) work days after such conviction. Under the terms of the Drug-Free Workplace Act of 1988, federal contracting agencies will be notified within ten (10) days of notice of such conviction, as appropriate;
8. report alcohol or drug abuse, or reasonable suspicion thereof, by any City employee, including a manager or supervisor, to a Department Head or the City Manager.

## VI. Management Responsibilities and Guidelines

1. Managers and supervisors are responsible for adhering to and abiding by all of the employee responsibilities as listed in Section V. above.
2. Managers and supervisors are responsible for reasonable enforcement of this policy.
3. Managers and supervisors are responsible for attending training provided by the City to recognize the physical, behavioral, speech, and performance indicators of probable alcohol misuse and controlled substance use as defined under Reasonable Suspicion as part of their role in policy enforcement.
4. Managers and supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated, or under the influence of drugs or alcohol while on the job or standby duty.

5. Any manager or supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. Attachment "C" is to be used for this purpose. Once completed, Attachment "C" shall then be routed to the applicable Department Head or designee. A second person must confirm the suspicion of alcohol or drug abuse.
6. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should direct the employee to go home, but should ask the employee to remain on the premises for a reasonable period of time until the employee can be safely transported home.
7. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possessions of employees without the freely given consent for each search. Any search must be in the presence of the employee. Coercion is strictly prohibited.
8. Managers and supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the appropriate law enforcement agency.

## VII. Tested Substances

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

Under AB 2188, drug testing for applicants in non-safety sensitive positions, including testing for marijuana, must only include testing for psychoactive components of THC.

## VIII. Results of Drug and/or Alcohol Analysis

### A. Pre-employment Physicals

- i. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.
- ii. If a drug screen is positive at the pre-employment physical, the applicant must provide within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name, or the applicant does not provide

acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

- iii. A positive result from a drug and/or alcohol analysis shall preclude an applicant from reapplying for a job with the City for a six (6) month time period.

#### B. During Employment Physicals or Alcohol/Drug Tests

- i. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. If the drug screen is positive, the employee must provide within twenty-four (24) hours of request, bona fide verification of a valid, current prescription for the drug identified in the drug screen or verification (i.e., a doctor's statement of medical necessity, anticipated duration and follow-up) of use of over the counter drugs that could produce the positive result. A prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor of the use of medication as required by this policy, the employee will be subject to disciplinary action, up to and including termination.
- ii. If an alcohol or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or terminate employment will be carried out in conformance with the Personnel Rules.
- iii. A "Last Chance Agreement," may be used for an employee who agrees to seek help through the Employee Assistance Program.

#### IX. Confidentiality

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder . Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Employee consent will be requested prior to disclosure of test results to anyone else. However, test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug and/or alcohol testing. If an employee is to be referred to a treatment facility for evaluation, test results will be made available to the employee's counselor. However, the results of drug and/or alcohol testing will not be used against an employee in any criminal prosecution. In addition, test results will be disclosed if compelled by law or judicial or administrative process. The City is obligated by law to release testing history to subsequent employers when potential employment requires a commercial driver's license.

ATTACHMENT "A"  
CONSENT TO PRE-PLACEMENT PHYSICAL EXAMINATION  
AND RELEASE OF MEDICAL INFORMATION

**Explanation**

The pre-placement physical examination is a part of the application process for employment with the City of Colusa. All pre-placement physical exams and medical tests have been determined medically necessary to the functions of the job for which the applicant is testing. Employment with the City of Colusa is contingent upon conducting a drug and alcohol screening urine test as part of this process. Hiring decisions may be based on the results of these medical tests. Failure to submit to the drug and alcohol test will result in denial of the application for employment.

**Authorization**

I hereby authorize a qualified representative and/or medical provider to conduct the above-stated medical tests and pre-placement physical examination. I understand that the physical examination and testing is a part of the application process for employment with the City of Colusa and that a hiring decision may be based on the results of the physical examination. I further authorize \_\_\_\_\_ to release to the City all test results conducted as a part of the physical examination and other job related medical information.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date



ATTACHMENT "B"  
DRUG AND/OR ALCOHOL TESTING CONSENT AND RELEASE

- Random (D.O.T.)
- Reasonable Suspicion
- Last Chance / Follow-up
- Post Accident

I hereby authorize a qualified representative and/or medical provider to take a urine/breath test or other specimens for laboratory analysis for the purpose of drug/alcohol testing. I further authorize the qualified representative and/or medical provider to release all above-mentioned test results and other relevant medical information obtained as part this drug/alcohol screening to the City Manager or designee (DER) or designee of the City of Colusa, and to such other persons or agencies as may be requested by law. This release and consent form is subject to the terms and conditions of both the Alcohol and Drug Abuse Policy (A.R. 2.08) and the Controlled Substances and Alcohol Testing Policy for Employees Required to Possess a Commercial Driver's License (A.R. 2.08.1) adopted by the City of Colusa, as applicable. I understand that the collection of such specimens shall conform with these policies. My refusal to submit to any required test shall be deemed a positive test result. An employee who refuses to comply with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty, and is subject to disciplinary action, up to and including termination. Additionally, a Covered Employee as defined in A.R. 2.08.1 may be liable for penalties as provided in federal statute. A photocopy of this authorization will have the same validity as the original.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

ATTACHMENT "C"





## City of Colusa California

### STAFF REPORT

**DATE:** April 16, 2024  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager & Sadie Ash, Grants

**AGENDA ITEM:**

2024/25 Community Sake Grants (Cycle 2)

**Recommendation:** Council to adopt the Resolution to release the NOFO and open applications for the second round of Community Sake Grants.

**BACKGROUND ANALYSIS:**

In August of 2023, Council approved the dedication of \$30,000 in American Rescue Plan Act funds to be dedicated to supporting local Non-Profits (NP) and Community-Based Organizations (CBO) for events and programs they produced between July 1, 2023, and June 30, 2024.

The city received a total of seven applications and awarded a fair amount to each group for a total of \$15,000. This funding was used to support events including, but not limited to: VYCR Day hosting the Author for a free public speaking event, The Stagehands to have support on costs associated with offering live theater and host the Miss. Colusa County Pageant, The Friends of the Library to create a graphic novel collection to encourage literacy, support to Colusa Founders Day to generate excitement and market the wonderful free all day event, and Colusa Rotary to purchase trees that were planned in the Fall 2023 round of Trees for Tomorrow.

The release of the second round of funding on April 22, 2024, with applications due no later than May 24<sup>th</sup> at 5PM, will give our local community groups plenty of time to create any new events and programming, or use existing events and programming that they would like fiscal support for. This release and application schedule will also allow City Staff to properly account for the ARPA funds to be reflected in the FY Budget, have final award recommendations to council by June 4, 2024, for approval, and have funds released in the first month of FY 24/25. There are no changes to language and requirements, only the dates reflected that pertain to this second round.

**BUDGET IMPACT:** \$15,000 for Fiscal Year

**STAFF RECOMMENDATION:** Council to approve Resolution 24 approving the release of NOFO and opening of Community Sake Grant applications for the 2024/25 fiscal year.

**ATTACHMENTS:**

Resolution 24-\_\_  
Community Sake Policy  
NOFO CSG Cycle 2

RESOLUTION No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING THE CITY TO OPEN APPLICATION WINDOW FOR 2024/25 COMMUNITY SAKE GRANTS**

**WHEREAS**, on April 16, 2024, the City of Colusa City Council agrees to release the Notice of Funding Offer for the 2024/25 Community Sake Grants and:

**WHEREAS**, the City of Colusa will accept applications from Non-Profit and Community Based Organizations between April 22, 2024 – May 23, 2024, and;

**WHEREAS**, the City of Colusa City Council will award grants to qualified and vetted applications, with consideration of staff recommendations, on June 4, 2024.

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

1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
2. 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 16<sup>th</sup> day of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
DANIEL VACA, MAYOR

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Shelly Kittle, City Clerk

**POLICY**

1. Non-profit organizations may file an application for the Community Sake Grants Program. Applications must be submitted by July 31, 2023 for funding for the 2023/24 fiscal year, and May 23, 2024 for fiscal year 2024/24 for funding the following fiscal year. Applications must be submitted to the Finance Department prior to each deadline. Application forms may be obtained from the Finance Department, 7:00 A.M to 5:00 P.M., Monday through Thursday, or the City website page ([www.cityofcolusa.com](http://www.cityofcolusa.com)).
2. Public funds shall be made available only when the funds are to be expended for a community program, project or event, that will contribute to the quality of life for Colusa residents.
3. No organization may apply for funding if it failed to meet any of the post application requirements from the prior year (see paragraph 12, 13 & 14).
4. Funds will not be allocated to:
  - a) Political action committees, political candidates, or political campaigns;
  - b) Any organization conducting a religious activity;
  - c) For the rental of the City owned facilities.
5. Funding requested from membership based adult organizations will not be considered if the funds requested are to be used to directly benefit its members and not the community at large.
6. Funding requested from youth sports group will be considered only if the request is to support the youth sports group in a regional, state or national competition, but not for travel out of the country, and provided that the requesting group is predominately composed of Colusa residents.
7. Requests for funding will be considered by the City Council only during the periods determined in this Council Policy and submitted on the appropriate application form.
8. Funding of a program will not constitute a precedent for contributions in subsequent years.
9. All applications will be submitted to the Finance Department for analysis and recommendation to the Budget Subcommittee and ultimately to the City Council. In its evaluation, the Budget Subcommittee shall consider and evaluate the following criteria:
  - a) The non-profit status of the organization.
  - b) The number of citizens within the community that will benefit directly by the expenditure as well as the

ratio of Colusa residents served to the total number of individuals served.

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



13. Funded applicants must return to the City any unexpended funds at the end of the one-year funding period, or whenever, the City determines that the applicant has not performed in accordance with the approved program proposal.
14. Any funds returned in accordance with the policy shall be returned to the City ARPA Fund, to be allocated in accordance with the policy.
11. City moneys shall be used only for the purpose and program(s) duly authorized and in accordance with the approved budget. Any deviation from the approved program proposal may be made only with the City's prior written approval. If not, funds must be returned immediately to the City.
16. Each year, and in accordance with the established time line, the City Council will develop its funding allocations within the following categories for Community Sake Grant Funding:
- a) Parks and Recreation, including but not limited to:
    - i. Outdoor Recreation
    - ii. Youth services and athletics
    - iii. Hospitality Program
  - b) Arts and Cultural, including but not limited to:
    - i. Event and Tourism Resources
    - ii. History and Culture Education
    - iii. Music & Theater Events
  - c) Environmental Quality and Sustainability, including but not limited to:
    - i. Clean air quality / pollution control
    - ii. Climate action initiative
    - iii. Go Green! Support
  - d) Health & Community/Human Services
    - i. Health and Safety, Food / Nutrition
    - ii. Crisis Intervention Facilities
    - iii. Senior Citizen Resources
  - e) Economic Vitality
    - i. Workforce training
    - ii. Business development, incubation or acceleration
    - iii. Business attraction, retention / expansion program

# 2024/25 Community Sake Grants **OPEN**

**APPLICATIONS DUE NO LATER THAN 5PM,  
MAY 23, 2024  
AWARDS ANNOUNCED JUNE 5, 2024**

[CityofColusa.com](http://CityofColusa.com)



# Notice of Funding

## **2024/25 Community Sake Grant (Cycle 2)**

Total available Funding: \$15,000  
Expected Number of Awards: Dependant  
Expected Amount per Award: Dependent

The City of Colusa is accepting Community Sake Grant Applications for events and programs that support and build community within the City of Colusa

Information and application can be found on the city website: [www.cityofcolusa.com](http://www.cityofcolusa.com), under Public Notice

Applications may be submitted in person to Ish Aziz-Kahn, Finance Director, or sent via email to Sadie Ash at [grants@cityofcolusa.com](mailto:grants@cityofcolusa.com).

Applications must be submitted no later than 5:00 PM on Thursday, May 23, 2024.

Awards will be announced on Wednesday, June 5, 2024.



## City of Colusa California

### STAFF REPORT

**DATE:** April 16, 2024  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager

**AGENDA ITEM:**

Consultant services contract with Sadie Boggs Ash.

**Recommendation:** Council to approve Resolution approving the services contract with Sadie Boggs Ash.

**BACKGROUND ANALYSIS:**

In April 2022 the City of Colusa entered a one-year (12-month) contract with Sadie Ash to help the City on several projects. In April 2023, a second contract agreement was entered, where Sadie Ash would take over and hold the place of Grants for the City. During this 2023/24 contract, she worked on the revision and approval of our cannabis ordinances, awarding and execution of several grants, and development of community programs and outreach. She has been a vital asset to the City over the last two years helping staff with research and development of policies.

The city has been gaining momentum on projects and having goals and projects from the past to put into play for completion in this last year. 2024/25 will be a big project year for the City of Colusa. Ms. Ash has played a vital role in implementing projects, grant applications, multi-year plans for maintenance, capital improvements, and community development.

The City of Colusa is not in a place right now to hire a full-time position. If the City Council agrees to extend the consulting contract for a total of 93 hours per month, at the updated hourly rate, this will keep the City on the right track for project development and grants, while we also work to improve our communication and economic development.

**BUDGET IMPACT:** \$6,975.00 per month.

**STAFF RECOMMENDATION:** Council to adopt the Resolution approving the service contract for Sadie Ash.

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**ATTACHMENTS:**

Resolution 24-

Consultant proposal scope

Consultant services agreement

**RESOLUTION NO. 24-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING  
CONSULTANT SERVICES AGREEMENT WITH SADIE B. ASH**

**WHEREAS**, on April 16th, 2024, the City of Colusa City Council approves the City of Colusa Consultant Services contract with Sadie B. Ash.

**WHEREAS**, Ms. Ash has proven herself very helpful to the City over the past few years in the areas of finding grants, drafting Ordinances and Policies, and community outreach. As a result, the city wishes to enter into a new agreement to continue receiving these services.

**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 16<sup>th</sup> day of April 2024 by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

---

DANIEL VACA, MAYOR

ATTEST:

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Shelly Kittle, City Clerk

## OBJECTIVE

Maintain status and momentum of last 12 months of work including a total of approximately \$5.5M in current Grant Funded Programs and Projects, upcoming applications for both Federal and State Grants, supporting and assisting City Manager and City Engineer with administrative and management needs for Walnut Ranch, Wastewater and Wells projects reflecting over \$20M of infrastructure improvements, develop and launch tools for Economic Development, create and execute City Communication plan including email newsletters, public information on website, information on social media, and creating of Community Engagement Policy.

## SCOPE OF WORK

Execution of Current Grants: Administrate and manage current grants awarded to the City of Colusa. In the next 12 months, several will be completed, with opportunities for supplement grants. Safe Streets for All (SS4), BSCC Prop 64 - Cohort 3, CCLGP Colusa Parks, Prop 68 LOSSPP State Park Project, Prop 68 Splash Pad.

Apply for Additional Grants: Develop and/or partner with City Staff and Community to create competitive applications for active and forecasted grants:  
SS4A Supplemental Funding, T-Mobile Small Town, ICARP Planning and Implementation Grants, CDBG 2024/25, DBW Ramp Repair, Reconnecting Communities (or any change in naming to Federal/State Program), Active Transportation Programing, \*anticipate new release of grants in June/July for applications due in Fall

Economic Development: Create and develop SOP for current and new businesses to the City of Colusa, with the goal to streamline, encourage, and support all economic growth:  
Colusa Confluence Workshops, Business Tool Kit (for website), Review/Audit of Business License ordinances, process and issuance, annual maintenance of Business Fees listed on Fee Schedule, build, and maintain relationship with Colusa County Chamber, Businesses, and any associations that are created to support City Goals. Special project work pertaining to CBIC (Pirelli Building). This also includes a more active role within Valley Vision on behalf of the City.

Communication: Continue to create, develop, and action on open and clear communication between the City and its residents via email newsletter, newspaper print, city website, city social media accounts. Continue partnership with City Hall Admin staff to produce City Information in the printed calendar mailed out monthly, convert information to Monthly E-Blast newsletter, promote individual programs/meetings/projects on City's social media accounts, create public notices required by law to be published in local newspaper. I would like to create a survey for the community to complete, with questions on how they currently receive their information and how they would like to receive their information to adjust as needed, ensuring that City information is being distributed to fit the most needs. Community Engagement Policy is the creation of a Policy recommended by HUD for all CDBG grants.

Special Projects/Misc: Due to staffing and capacity, the need for support on City projects and businesses is need: RFP creation and editing, Project/ Program Creation (for grants, Measure B Spending, City Council needs (e.g. event proposal and budgets), ARPA Spending Plan (creation of full plan and timeline, management of updates and changes, creating and management of Community Sake Grants)

## OPTIONS

- \$75 per hour, not to exceed \$6000\* per month (80 hours per month). The consultant will bill the department accordingly for any work requested by City Leadership and staff with the approval of City Manager.
- \$1,500-\$4,000 per grant. Grant-specific projects include all grant application components, with minimal program development, and grant management and administration . The total cost will be calculated based on information provided by city staff on a one-by-one basis before work begins.

*\*Contract between City and Consultant between December 2021 - April 2024 was \$65.00/hr billed for Grants, Communications, Ordinance Review and writing. Contract for April 2023-2024 reflects a \$6,000 monthly max for billing, or 93 hours per month. Should Council chose to adjust monthly maximum to reflect 93 hours per month at \$75.00, consultant is amenable.*

**CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF COLUSA AND  
SADIE ASH**

**THIS AGREEMENT** (hereinafter referred to as “**Agreement**”) is made and entered into this April 16th of 2024, by and between the City of Colusa, a municipal corporation, having its principal place of business at 425 Webster Street, Colusa California 95932, (herein “**City**”) and Sadie Ash, having a principal place of business at 10347 Tanabe Road C Marysville ca 95901, (herein “**Consultant**”), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein.

**WHEREAS**, the City proposes Sadie Ash to work on special projects, support role and assisting the City leadership and staff on task including but not limited to research data pulls and comparison language review and rewrites, grant administration and management, grant proposals and applications creation if dashboard and maintenance program strategy; and

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

**SCOPE OF SERVICES.**

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

**CONTRACT ADMINISTRATOR.**

City Manager, at telephone number (530) 458-4740 will administer this Agreement on behalf of City (herein “**Contract Administrator**”). Sadie Ash at telephone number (707) 217-6504 is the authorized representative for Consultant and shall administer this Agreement on behalf of Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

**EXHIBITS.**

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

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

**TIME OF PERFORMANCE.**

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



## **COMPENSATION OF CONSULTANT.**

A. Consultant shall submit monthly invoices during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with Exhibit A and contain a detailed description of the services provided, the amount of time expended in providing such services, and the person providing such services, and other information as the Contractor Administrator may request. City shall make payment of undisputed amounts within fifteen (15) days of receipt of invoices, for services satisfactorily performed and for authorized reimbursable costs incurred.

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

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

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

## **INDEPENDENT CONTRACTOR.**

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

Notwithstanding any other City, state, or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

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

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

**TERMINATION.**

This Agreement may be terminated, without cause, at any time by the City upon 60 days’ written notice. Upon receipt of such notice, Consultant shall cease all work under this Agreement. In the event of any such termination, the Consultant shall be compensated as provided for in this Agreement. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimated performed to that date in accordance with Section 9 hereof. The obligations of section 16 of this Agreement relating to Consultant’s obligations to defend and indemnify the City shall survive any termination of this Agreement.

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

**TIME AND EXTENSION OF TIME.**

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

B. The Contract Administrator may, by written instrument, extend the duration of this Agreement for an additional period not to exceed the lesser of one year or the original term of the Agreement, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 5, Compensation.

**PROPERTY OF CITY.**

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

### **CONFIDENTIAL MATERIALS.**

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

### **COMPLIANCE WITH LAW AND WARRANTY.**

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

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

### **ASSIGNABILITY.**

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

### **INTEREST IN CONTRACT.**

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

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

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

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

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

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

**RECORDS AND AUDITS.**

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

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

**LIABILITY OF CONSULTANT-NEGLIGENCE.**

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

**INDEMNIFICATION.**

A. Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, representatives, employees and volunteers (collectively “Indemnitees”) from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence or willful misconduct of such Indemnitee.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section 16, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of consultant and shall survive the termination of this Agreement or this section.

D. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations under this Section, which shall apply whether or not such insurance policies are applicable to a claim or damages.

## **PERSONNEL.**

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

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

## **NOTICES.**

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

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

Consultant: Sadie B. Ash  
10347 Tanabe Road C  
Marysville, Ca 95901  
ATTN: Sadie Ash

**CITY NOT OBLIGATED TO THIRD PARTIES.**

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

**MISCELLANEOUS PROVISIONS.**

**A. NON-DISCRIMINATION.**

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

**B. UNAUTHORIZED ALIENS.**

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

**C. SECTION HEADINGS.**

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

**D. SEVERABILITY.**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not

affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**E. REMEDIES NOT EXCLUSIVE.**

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

**F. NO WAIVER OF DEFAULT.**

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

**G. ENTIRE AGREEMENT AND AMENDMENT.**

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

**H. SUCCESSORS AND ASSIGNS.**

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

**I. APPLICABLE LAW; VENUE; ATTORNEYS' FEES**

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

**J. AUTHORITY.**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into

this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

**K. CONFLICTING TERMS.**

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

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

**CITY OF COLUSA**

**CONSULTANT**

By:

By:

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

\_\_\_\_\_  
Sadie B. Ash, Consultant

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
City Attorney

ATTEST:

By:

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

[Corporations require signature of two officers]

**[SIGNATURES MUST BE NOTARIZED]**





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

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

With the above understanding, I certify the following:

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

CONSULTANT

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

**EXHIBIT A**

**Proposed Scope of Services to be performed by consultant**

**See Attached**

]

**END OF DOCUMENT**





## City of Colusa California

### STAFF REPORT

**DATE:** April 16, 2024  
**TO:** Mayor Vaca and members of the City Council  
**FROM:** Joshua Fitch, Chief of Police, via Jesse Cain, City Manager, and Ryan Jones, City Attorney

**AGENDA ITEM:**

A Resolution to authorize the Police Chief to waive the (RFP) request for the proposal process to purchase police vehicles from Hoblit Motors utilizing the State Contract.

**Recommendation:** Authorize the Police Chief to purchase two (2) 2024 Chevy Tahoe police vehicles from Hoblit Motors

**BACKGROUND ANALYSIS:**

The Police Department historically tries to keep five or six marked patrol units available for patrol use. We currently have four, with one being a year model 2015, with over 100,000 miles. With recent uncertainty as to the lead time for new vehicles I have determined it prudent to order two (2) vehicles. Using past purchases as an indicator, it has taken six to 12 months to acquire new vehicles and have them upfitted for patrol.

**BUDGET IMPACT:**

None. The purchases will come from the previously approved ARPA budget plan and the SLESF grant. (not to exceed \$55,000 per vehicle)

**STAFF RECOMMENDATION:**

Council to adopt Resolution 24- authorizing the Police Chief to waive the Request For Proposal process to purchase police vehicles from Hoblit Motors.

**ATTACHMENT:**

Resolution 24-\_\_\_\_

**RESOLUTION NO. 24-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING THE CITY OF COLUSA POLICE CHIEF TO WAIVE THE (RFP) REQUEST FOR PROPOSAL PROCESS TO PURCHASE POLICE VEHICLES FROM HOBLIT MOTORS

WHEREAS, the City of Colusa City Council has agreed to waive the (RFP) Request for proposal process and

WHEREAS, the City has a plan to purchase police vehicles from Hoblit Motors using the state contract;

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

- 1. The City Council authorizes the Police Chief to purchase police vehicles from Hoblit Motors.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 16th day of April 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
DANIEL VACA, MAYOR

Attest:

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



## *City of Colusa City Council* **STAFF REPORT**

**DATE:** April 16, 2024  
**TO:** Mayor Vaca and Members of the City Council  
**FROM:** Joshua Fitch, Police Chief, via Jesse Cain, City Manager

**AGENDA ITEM:**

Street closures to facilitate the Colusa County Fair Parade.

**REQUESTED ACTION:**

Authorize street closures in relation to the 2024 Colusa County Fair Parade. The Colusa Lions Club sponsor this event. The requested street closure would occur on Friday, June 7, 2024 between 5:00 P.M. and 8:00 P.M.

**BACKGROUND/ANALYSIS:**

A perennial event, the Lions Club is again sponsoring the Colusa County Fair Parade. As in years past, the parade route requires the closure of Market Street from Bridge Street to 11<sup>th</sup> Street and 10<sup>th</sup> Street from Main Street to Fremont Street. Historically, this event has been well attended with only minor complications.

**BUDGET IMPACT:**

Budget impact for this event is estimated to be around \$2,000 for staff time, including overtime for extra police and street department staff for traffic control.

**STAFF RECOMMENDATION:**

Staff is recommending that Council authorize the street closures as outlined above, conditional on proof of insurance coverage for the event being filed with the City.

**ATTACHMENTS:**

Event application.



# City of Colusa

**RECEIVED**

APR 10 2024

Office Use Only		Item 10.
Date Received	4/10/2024	
Routing Date	_____	
Date approved	_____	
Notice Sent	_____	
Insurance Cert. Rec'd	_____	

## Application for

### Temporary Street Closure, Parades, Special Events and Festivals

<p>NAME OF EVENT: County Fair Parade</p> <p>DATE OF EVENT: June 07, 2024</p>
--

Please read carefully:

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

### Contact Information: (Please print)

Organization <u>Colusa Lions Club</u>	Phone (day) <u>(530) 636-3239</u>
Contact Person <u>Dave Markss</u>	Phone (evening) <u>(530) 458-8928</u>
Address <u>PO Box 528</u>	Fax <u>none</u>
City <u>Colusa</u>	E-mail Address <u>dmarko352@gmail.com</u>
Zip Code <u>95932</u>	
Alternate Contact <u>Jim Pingrey (530) 682-9755</u>	
<i>(It is highly recommended that an alternate name &amp; telephone number be provided)</i>	

### Event Details:

Location of Event	Start Date MM/DD/YY (Incl. set up)	Start Time	Finish Date MM/DD/YY (Incl. tear down)	Finish Time
Market/10th Streets	06-07-2024	5:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	06-07-2024	8:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

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

**Type of Event:**

Parade	<input checked="" type="checkbox"/>	Cycling	<input type="checkbox"/>	Event/Festival	<input type="checkbox"/>	Please Specify _____
Walkathon	<input type="checkbox"/>	Run	<input type="checkbox"/>	Other	<input type="checkbox"/>	

**Attendance:**

Number of Participants	300	Number of Floats	25
Number of Booths/Stalls	0	*Please provide best estimates*	
Number of Vehicles	30		
Number of Bands	1		

**Narrative and Map of Event:**

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

**Narrative:**

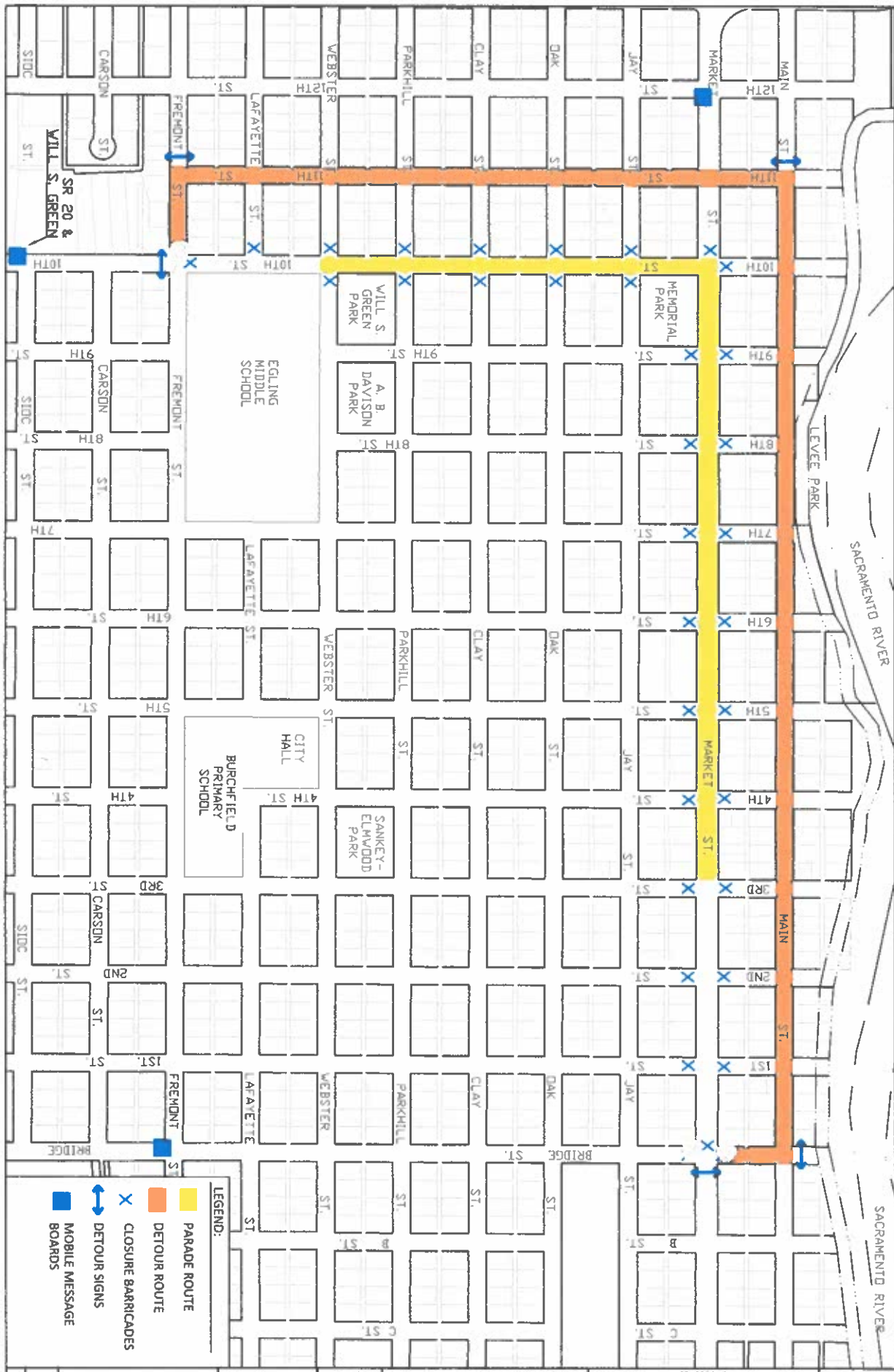
Request the closure of Market Street from Bridge Street to 10th Street, and the closure of 10th Street from Market Street to Fremont Street, for the annual County Fair Parade.

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

Signature of Person Submitting Application: *J. Bolaks* Date: 04-06-2024

**Office Use Only**

<b>Public Works</b> <u><i>[Signature]</i></u>	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Comments: _____			
<b>Recreation</b> _____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Comments: _____			
<b>Street/Parks</b> <u><i>[Signature]</i></u>	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Comments: _____			
<b>Fire Dept.</b> _____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Comments: _____			
<b>Police Dept.</b> <u><i>[Signature]</i></u>	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: <u><i>4.10.24</i></u>
Comments: _____			
<b>City Manager Review</b> <u><i>[Signature]</i></u>			Date: _____
Comments: _____			



**LEGEND:**

- PARADE ROUTE
- DETOUR ROUTE
- X CLOSURE BARRICADES
- ↔ DETOUR SIGNS
- MOBILE MESSAGE BOARDS

<p>DATE: 05/20/2022          SCALE: AS SHOWN          DRAWN BY: JMM          CHECKED BY: JMM          C-PROJECT: 19-100</p>	 <b>CALIFORNIA ENGINEERING</b> INCORPORATED 1975 Dale Center Blvd, Suite 404   Colusa, CA 95624   (916) 771-9888 www.california-engineering.com	<p>CITY OF COLUSA  <b>TRAFFIC CONTROL/ DETOUR PLAN</b>          COLUSA FAIR PARADE ROUTE</p>	<p>PROJECT NUMBER          19-100          SHEET 01 OF 01</p>
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**RESOLUTION NO. 24-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA FOR STREET CLOSURE MARKET STREET FROM BRIDGE STREET TO 11<sup>th</sup> STREET AND 10<sup>th</sup> STREET FROM MAIN STREET TO FREMONT STREET FOR THE SPECIAL EVENT “COLUSA COUNTY FAIR PARADE” ON THE FIRST OR SECOND FRIDAY IN JUNE THROUGH THE YEAR 2029

WHEREAS, the city has applied to the State of California to conduct its annual Colusa County Fair Parade” on State property; and

WHEREAS, “Colusa County Fair Parade” will require the temporary closure of State Highway Route 20 on the first or second Friday in June each year between Bridge Street and 10<sup>th</sup> Street between the hours of 5:00 pm and 8:00 pm; and

WHEREAS, said temporary closure will cause the re-routing of traffic onto Main Street.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF COLUSA approves and consents to the proposed “Colusa County Fair Parade” and recommends approval of and consents to the proposed re-routing of traffic onto and over the described city streets upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Colusa at a special meeting duly held on the 16th day of April 2024.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
DANIEL VACA, MAYOR

Attest:

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



## City of Colusa California

### STAFF REPORT

**DATE:** April 16th 2024  
**TO:** City of Colusa Mayor and Council Members  
**FROM:** Jesse Cain, City Manager

#### **AGENDA ITEM:**

Resolution authorizing the City Manager to sign the contract with Dos Rios Inc 6843 Codorniz Rd Colusa, CA 95932

**Recommendation:** Council to adopt the Resolution approving the services contract with Dos Rios Inc 6843 Codorniz Rd Colusa, CA 95932.

#### **BACKGROUND ANALYSIS:**

We are now at the finish line of completing the City of Colusa Prop 68 splash pad project. The city staff was able to do 90% of the construction of the splash pad, saving the city several thousands of dollars. With the opening and use of the Splash Pad in 2023, staff received feedback from residents on improvements that they would like. One, the most important, addressed safety with the addition of a fence. Adding a fence around the splash pad is an essential safety measure to ensure the well-being of children and visitors. The fence acts as a physical barrier, preventing unauthorized access and reducing the risk of accidents. It helps in controlling the flow of people and can serve as a visual reminder of the boundary, helping parents and guardians keep track of their children easily. By implementing this safety measure, the enjoyment of the splash pad can be enhanced, producing peace of mind for both users and operators.

On March 14, 2024, I sent a request for proposal (RFP) for a design-build radius fence with gates. The bid closing date was April 10, 2024, at 5 pm. We received only a \$41,175.70 bid from Dos Rios Inc.

**BUDGET IMPACT:** Zero. The City will be using Prop 68 splash pad grant funds.

**STAFF RECOMMENDATION:** Council to adopt the Resolution authorizing the City Manager to enter into a construction contract with Dos Rio Inc

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**ATTACHMENTS:**

Resolution 24-

Consultant proposal scope

**RESOLUTION NO. 24-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH DOS RIOS INC. FOR THE DESIGN BUILD FENCE AROUND THE CITY OF COLUSA’S SPLASH PAD**

**WHEREAS**, on March 14th, 2024, the City of Colusa issued a request for proposal (RFP) for the design-build of a radius fence around the City’s splash pad and;

**WHEREAS**, The City of Colusa City Council authorizes the City Manager to enter into the construction contract with Dos Rio Inc for the design-build of the Splash pad fence

**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 16<sup>th</sup> day of April 2024 by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

\_\_\_\_\_  
 DANIEL VACA, MAYOR

ATTEST:

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

# CITY OF COLUSA



## REQUEST FOR PROPOSAL

### **DESIGN BUILD FOR RADIUS FENCE WITH GATES, COLUSA SPLASH PAD**

<b>Release Date:</b>	03/14/2024
<b>Submittal Date:</b>	04/10/2024
<b>Contact Person:</b>	Jesse Cain, City Manager



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- I. Introduction
  - a. Description of the City of Colusa
  - b. Request and Narrative
  
- II. Nature of Services Required
  - a. Scope of Work to be Performed
  - b. Contents of Proposal
  
- III. Project Schedule
  - a. Consultant Selection
  - b. Project Development
  
- IV. Submittal Information
  
- V. Evaluation and Selection Process
  
- VI. Contract
  - a. Agreement for Services
  - b. Insurance Requirements

# I. INTRODUCTION

## **a) Description of Colusa**

Located in the Sacramento Valley, approximately 65 miles north of Sacramento and 45 miles south of Chico, the City of Colusa is primarily an agricultural community. Colusa is located along the Sacramento River and sits on Highway 20/45, 24 miles west of Yuba City and nine miles east of Williams. Incorporated as a general law city in 1868, the City is the Colusa County seat. The City of Colusa serves a population of approximately 6,411. The City covers about 3.42 square miles, with the planning area covering 10 square miles. The City maintains 35.37 centerline miles of roads.

The City is a full-service city that operates under the council/manager form of government, providing the following: Police; Fire; Streets and Drainage; Water; Parks; Buildings and Grounds; Recreation and Swimming Pool; Sewer; and General Administrative Services. Engineering and legal services are provided to the City on a contract basis.

The City Council meets the first and third Tuesday of every month at 6:00 p.m. at City Hall, 425 Webster Street, Colusa, CA 95932.

## **b) Request and Narrative**

City of Colusa invites qualified contactors to submit quotes for a design build fence around the city of Colusa's new splash pad located on 10<sup>th</sup> and Webster Street in the South East Corner of AB Davison Park, next to Colusa Municipal Pool. The City of Colusa is an equal opportunity employer.

The information contained in this RFP is City of Colusa's best understanding of the current needs and how to address them, but City of Colusa will be relying on the contractor to provide a design build to the scope of work described herein based on their professional expertise in this subject area. If the contractor believes there is a better way to achieve City of Colusa goals, then that should be reflected in the quote. Questions regarding this solicitation may be addressed to the City Manager:

Jesse Cain, City Manager  
530-458-474 office or 530-682-2933  
Email: [citymanager@cityofcolusa.com](mailto:citymanager@cityofcolusa.com)

A mandatory pre-bid conference will be held on March 20, 2024 @ 10 am on site at the splash pad. A sign-in sheet will be provided and only contractors attending this prebid meeting will be considered responsive to meeting the full requirements of the bid.

## II. NATURE OF SERVICES REQUIRED

### **a) Scope of Services**

The City of Colusa understands this RFP may be inadequate to fully describe the work envisioned. Contractors should include additional tasks they deem appropriate. The project consists of designing and building a four foot high (4'), 142' round radius fence with one (1) four foot gate on the east and one (1) four foot gate on the west. The fence material must be made out of steel, with a black finish, and no more than 4" spacing between bars.

**Task 1:** All design drawings with post foundations

**Task 2:** Digital copy of as-built drawings

### **c) Contents of Proposal**

The quote, at a minimum, will include the following:

- 1) Cover Letter and company background and qualifications.
- 2) Client References
- 3) Detailed Quotation outlining the work scope, including all labor and materials to perform the work including any and all concrete foundation work associated with the installation. Note: The fences shall be installed in a concrete perimeter footing.
- 4) Names and licenses of any subcontractors to be utilized
- 5) Contractor and all subcontractor's DIR numbers.

## III. Implementation Schedule

### **a) Consultant Selection Schedule**

- Request for proposals issued: March 14, 2024
- Pre-Bid Meeting at site: March 20, 2024 at 10AM
- Deadline for RFP Clarifications/Questions: March 21, 2024
- Due date for proposals: April 10, 2024, at 5 PM
- Committee review completed: April 11, 2024
- City council contact approval: April 16, 2024 (*if applicable*)
- Commence services: ASAP

**b) Project Development (Major Milestones)**

- Project Start-Up/Mobilization: Week of 04/22/2024
- Final Completion: May 17, 2024
- Final Invoices Received: June 2024

## IV. Submittal Information

### **DELIVERY OF PROPOSALS**

Proposals must be submitted in a sealed envelope plainly marked on its outside with "DB Fence Colusa Splash Pad." Proposals shall be received until 4:30 pm local time on 04/10/2023 at the City of Colusa Office, 425 Webster Street, Colusa, CA 95932.

Mr. Jesse Cain, City Manager  
425 Webster Street  
Colusa, CA 95932  
[citymanager@cityofcolusa.com](mailto:citymanager@cityofcolusa.com)  
530.458.4941, extension 105

All proposals received by **4:30 p.m. on Wednesday 4/10/ 2024** will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one PDF copy of the proposal. The full length of each proposal should not exceed 30 pages; including any supporting material, charts, or tables.

Facsimiles will not be accepted. Proposals received after the stated date and time, or at a different location, will not be accepted for consideration.

## RFP Clarifications and Questions

Questions regarding this request for proposal shall be addressed to:

Ms. Sadie Ash, Grant Writer & Admin  
707.217.6504  
[grantwriter@cityofcolusa.com](mailto:grantwriter@cityofcolusa.com)

The consultant may ask for clarifications of the RFP by submitting written questions to the City of Colusa contact identified above. Questions regarding this RFP must be submitted no later than March 21, 2023.

## V. Evaluation and Selection Process

The City will evaluate all quotes received by the deadline. The City contemplates awarding the project to the lowest responsive bidder.

The City of Colusa exercises its discretion in selecting a contractor or individual that presents the quote that, in sole judgment of the City, best serves the interest of the City. The City reserves the right to waive minor irregularities in any quote, reject any quote that fails to meet the quote requirements in any respect, to reject all quotes for any reason or to cancel in part or in its entirety the Request for Quotes.

## VI. Contract

### a) Agreement for Services

The successful offer shall be required to enter into an Agreement of Services with the city of Colusa. The scope of work, terms and conditions, and other express requirements set forth in this RFP shall be incorporated by reference into the actual executed Agreement for Service upon award. Where there is a conflict between the terms of the Agreement and the express, stringent, or particular terms set forth in the RFP, the provision or requirement set forth in the RFP shall control.

## **b) Insurance Requirements**

Selected firm must provide a certificate of endorsement naming City of Colusa as additional insured complying with insurance requirements listed,

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

2. Workers' Compensation: Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability insurance, with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury or disease. If Consultant is self insured, provide a Certificate of Consent to Self-Insure, signed by the Department of Industrial Relations. Workers' Compensation is not required if the Consultant provides written verification that it has no employees.





## *City of Colusa City Council* **STAFF REPORT**

**DATE:** April 16<sup>th</sup>, 2024  
**TO:** Mayor and Members of the City Council  
**FROM:** David Swartz, City Engineer, Through Jesse Cain, City Manager

### **AGENDA ITEM:**

Colusa Town Center a.k.a, - ARCO Development Project – Acceptance of Right of Way Dedication from Developer relating to Assessors Parcel Numbers; 002-120-025, 002-120-026 and 002-011-004.

### **REQUESTED ACTION:**

- 1.) Authorize the City Clerk to record the right of way dedication(s) in favor of the City of Colusa along Highway 20 as has been required by Cal Trans to approve the final encroachment permit.
- 2.) Council to adopt the Resolution accepting right-of-way dedications associated with the following parcel numbers 002-120-025, 002-120-026, and 002-011-004, also known by the following document numbers 36698-1, 36697-1, 36696-1, and 36695-1

### **BACKGROUND/ANALYSIS:**

The ARCO Development project is working towards receiving it's final approvals for an encroachment permit which will allow construction of the site improvements along with the intersection improvements to begin. In Oct/November, when both the developer and city were under the impression that the encroachment permit was ready to issue, Cal Trans staff, commented on the transfer of the Right of Way procedurally, and included a small added piece of Right of Way adjacent and east of the property development located on property owned by another property owner. There was also new matters brought to light about PGE relinquishment of easements. Lastly, Cal Trans disclosed that they would not accept a dedication from a private entity and has therefore required that the developer dedicate the ROW's to the City, and subsequently the City will in turn dedicate them to Cal Trans.

The documents attached represent exhibit maps and descriptions of the rights of way dedications that will ultimately end up being owned by Cal Trans, are necessary in order for the Developer to obtain the encroachment permit, which will allow work to proceed.

### **BUDGET IMPACT:**

Staff does not anticipate any budgetary impacts to the General Fund to the City.



**STAFF RECOMMENDATION:**

By the following resolution authorize the City Clerk to record the easement dedications in favor of the City, at the recorders office. Once recorded, we will then dedicate them to Cal Trans, which should fulfill all requirements for issuance of the encroachment permit.

**ATTACHMENTS:**

Resolution 24-\_\_\_\_\_

- 1.) Cal Trans Exhibit Map
- 2.) ROW Maps and Legal Descriptions noted as the following documents
  - a. 36697-1
  - b. 36696-1
  - c. 36695-1

**RESOLUTION NO. 24-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA  
ACCEPTING RIGHT-OF-WAY DEDICATIONS REGARDING  
Attachment 1 ASSOCIATED WITH THE FOLLOWING PARCEL NUMBERS 002-120-025,  
002-120-026, and 002-011-004, ALSO KNOWN BY THE FOLLOWING DOCUMENT  
NUMBERS 36697-1, 36696-1, and 36695-1

WHEREAS, the Colusa Town Center has received prior approvals and entitlements from the City for the development of properties located along Highway 20 known as APNs 002-120-025 & 002-001-004; and

WHEREAS, the Highway 20 access is controlled by the California Department of Transportation, thus requiring an encroachment permit to construction a traffic light and intersection improvements to serve the development.

WHEREAS, Cal Trans has identified property not under ownership by the developer, which is required for right of way dedication, and said property owner of said property has granted such dedication herein known as APN 002-120-026 and document number 36696-1; and

WHEREAS, the City in support of this project agrees to accept said right of way dedications associated with this project and will record said dedications at the County of Colusa Recorders Office;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Colusa that it hereby accepts from developer and associated property owner, the right of way dedications outlined herein on the legal descriptions and exhibits, and hereby directs the City Clerk to Record these dedications in the Office of the Recorder of Colusa County, California for recordation.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 16th day of April 2023 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
DANIEL VACA, MAYOR

Attest:

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

**EXHIBIT "A"**

All that real property in the City of Colusa, County of Colusa, State of California described as follows:

All that portion of Parcel 2: as shown on that certain Parcel Map, filed August 8, 1977 in the Office of the County Recorder of Colusa County, in Book 1 of Parcel maps at Page 207 lying westerly and southeasterly of courses (1) through (4) of following described line:

Commencing at a found iron pipe with aluminum cap stamped "Caltrans" identified as point number FRW1 as shown on that certain Record of Survey Monumentation Map for State Highway 20 filed in Book 7 of Record of Surveys at Page 18, Colusa County Records; said point, being on the easterly right of way of State Highway 20; thence from said point of commencement and along said right of way, North 23°38'11" West, 1392.36 feet to a found iron pipe with aluminum cap stamped "Caltrans" identified as point number FRW2 as shown on said Monumentation Map for State Highway 20; thence South 69°16'49" West, 17.11 feet to a found 3/4" iron pipe identified as point number PP859 as shown on said Monumentation Map for State Highway 20; thence North 23°38'01" West, 1431.91 feet; thence leaving the easterly right of way of said State Highway 20, South 68°01'14" West, 40.01 feet to the southeast corner of said Parcel 2; thence along the southerly line of said Parcel 2, South 68°01'14" West, 75.52 feet to the **TRUE POINT OF BEGINNING** of the herein described line;

Thence (1), from said point of beginning and leaving the southerly line of said Parcel 2, and parallel with the westerly right of way of said State Highway 20, North 23°38'01" West, 68.60 feet to the beginning of a non-tangent curve, concave to the northwest having a radial bearing of North 34°01'21" West, a radius of 158.49 feet and a central angle of 4°25'37";

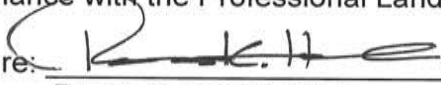
Thence (2) along the arc of said curve 12.25 feet to a point of compound curve, concave to the northwest, having a radius of 31.50 feet and a central angle of 2°14'02";

Thence (3) along the arc of said curve, 1.23 feet;

Thence (4) North 05°28'52" East, 45.97 feet to the westerly line of said State Highway 20 and there terminating.

The basis of bearings for this description is on the North American Datum of 1983 (NAD83), California High Precision Geodetic Network, (epoch 2004.69). Distances shown are in grid feet; divide distances by 1.000081097 to obtain ground level distances.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Signature:   
 Roger K. Hanlin, P.L.S.

Date: February 1, 2024



Number
36697-1

**EXHIBIT "A"**

All that real property in the City of Colusa, County of Colusa, State of California described as follows:

All that portion of Parcel 2: as shown on that certain Parcel Map, filed August 8, 1977 in the Office of the County Recorder of Colusa County, in Book 1 of Parcel maps at Page 207 more particularly described as follows:

Commencing at a found iron pipe with aluminum cap stamped "Caltrans" identified as point number FRW1 as shown on that certain Record of Survey Monumentation Map for State Highway 20 filed in Book 7 of Record of Surveys at Page 18, Colusa County Records; said point, being on the easterly right of way of State Highway 20; thence from said point of commencement and along said right of way, North 23°38'11" West, 1392.36 feet to a found iron pipe with aluminum cap stamped "Caltrans" identified as point number FRW2 as shown on said Monumentation Map for State Highway 20; thence South 69°16'49" West, 17.11 feet to a found 3/4" iron pipe identified as point number PP859 as shown on said Monumentation Map for State Highway 20; thence North 23°38'01" West, 1431.91 feet; thence leaving the easterly right of way of said State Highway 20, South 68°01'14" West, 40.01 feet to the southeast corner of said Parcel 2; thence along the southerly line of said Parcel 2, South 68°01'14" West, 40.01 feet to the westerly right of way of said State Highway 20; thence along said westerly right of way North 23°38'01" West, 110.76 feet to the most northerly corner of the City of Colusa parcel of land described in Resolution No. 22-52 adopted by the Council of the City of Colusa on August 2, 2022, said point also being the **TRUE POINT OF BEGINNING** of the herein described parcel of land;

Thence (1), from said true point of beginning and leaving said westerly right of way of State Highway 20, South 05°28'52" West, 43.09 feet to the beginning of a non-tangent curve, concave to the northwest having a radial bearing of North 39°35'11" West, a radius of 157.42 feet and a central angle of 0°30'34"; Thence (2) along the arc of said curve 1.40 feet; Thence (3) North 05°28'52" East, 45.86 feet to the westerly right of way of said State Highway 20; Thence (4) along the westerly right of way of said State Highway 20, South 23°38'01" East, 2.04 feet to the point of beginning.

Contains 44 square feet, more or less.

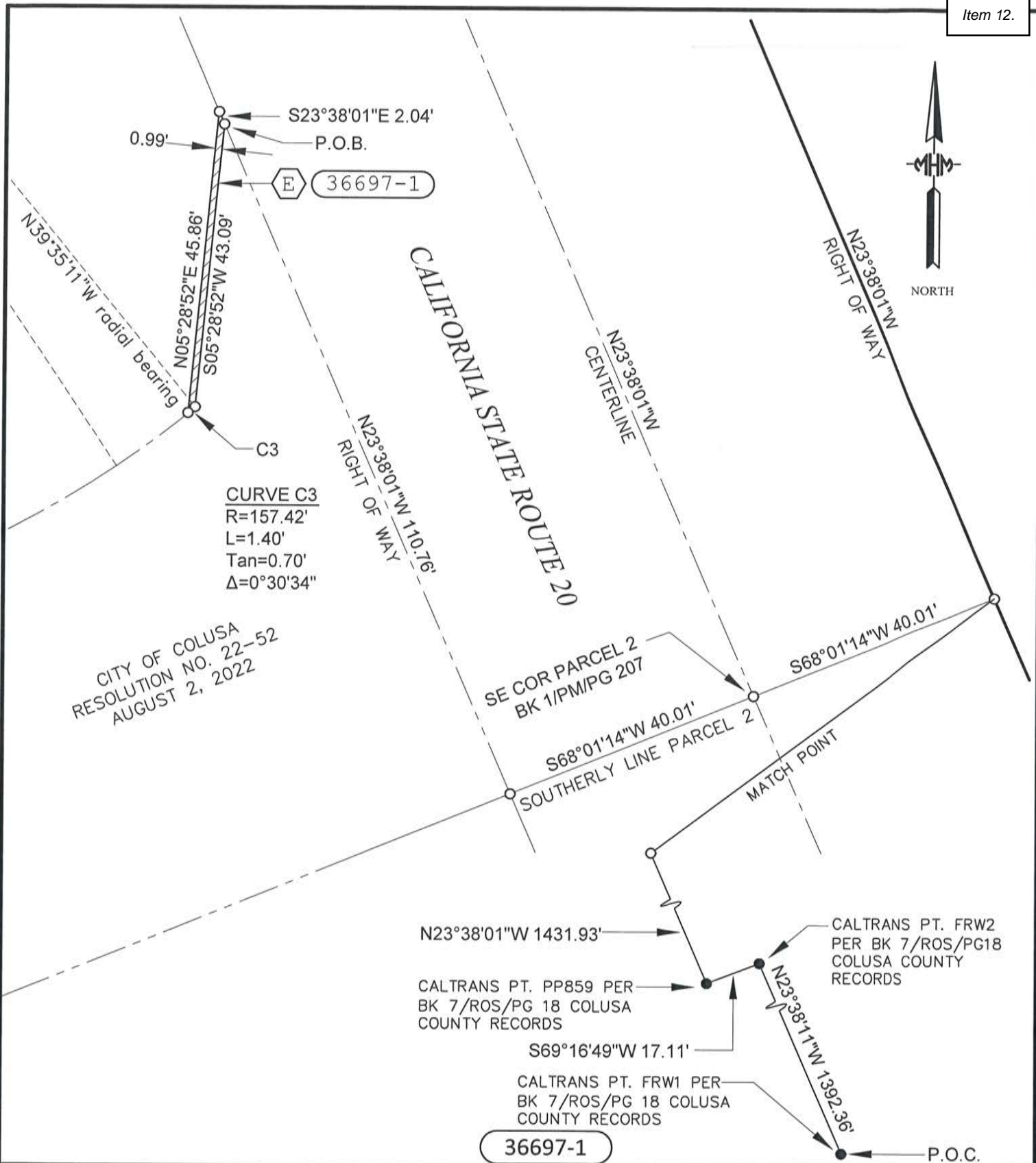
The basis of bearings for this description is on the North American Datum of 1983 (NAD83), California High Precision Geodetic Network, (epoch 2004.69). Distances shown are in grid feet; divide distances by 1.000081097 to obtain ground level distances.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Signature:   
Roger K. Hanlin, P.L.S.

Date: March 10, 2024





CITY OF COLUSA  
 RESOLUTION NO. 22-52  
 AUGUST 2, 2022

DATE: 01/03/24  
 JOB NO: 23-709  
 DRAWN: AC  
 23709surveymast  
 CHECKED: RKH



SCALE: 1"= 20'

TITLE: **EXHIBIT "B"**  
**RIGHT OF WAY DEDICATION**  
**CITY OF COLUSA**  
 BEING A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP  
 FILED IN BOOK 1 OF PARCEL MAPS AT PAGE 207, COLUSA COUNTY RECORDS.

PREPARED BY: MHM, INC 1204 E STREET MARYSVILLE, CA 95901 SHEET 1 OF 1



Number

36696-1

**EXHIBIT "A"**

All that real property in the City of Colusa, County of Colusa, State of California described as follows:

All that portion of Parcels 2 and 4: as described in the Grant Deed to D & H LLC recorded as Document Number 2014-0001080 on April 16, 2014 as shown on that certain Record of Survey " filed in the Office of the County Recorder of Colusa County, in Book 7 of Record of Surveys at Page 87 lying northeasterly of courses (1) through (2) of following described line:

Commencing at a found iron pipe with aluminum cap stamped "Caltrans" identified as point number FRW1 as shown on that certain Record of Survey Monumentation Map for State Highway 20 filed in Book 7 of Record of Surveys at Page 18, Colusa County Records; said point, being on the easterly right of way of State Highway 20; thence from said point of commencement and along said right of way, North 23°38'11" West, 1392.36 feet to a found iron pipe with aluminum cap stamped "Caltrans" identified as point number FRW2 as shown on said Monumentation Map for State Highway 20; thence South 69°16'49" West, 17.11 feet to a found ¾" iron pipe identified as point number PP859 as shown on said Monumentation Map for State Highway 20; thence North 23°38'01" West, 1163.23 feet to the **TRUE POINT OF BEGINNING** of the following described line;

Thence (1) leaving the easterly right of way of said State Highway 20, North 19°13'17" West, 52.23 feet;

Thence (2) North 23°38'01" West, 156.26 feet;

Thence (3) North 10°54'16" East, 68.81 feet;

Thence (4) North 23°39'04" West, 88.06 feet;

Thence (5) North 72°25'50" West, 57.16 feet to the easterly right of way of State Highway 20 and there terminating.

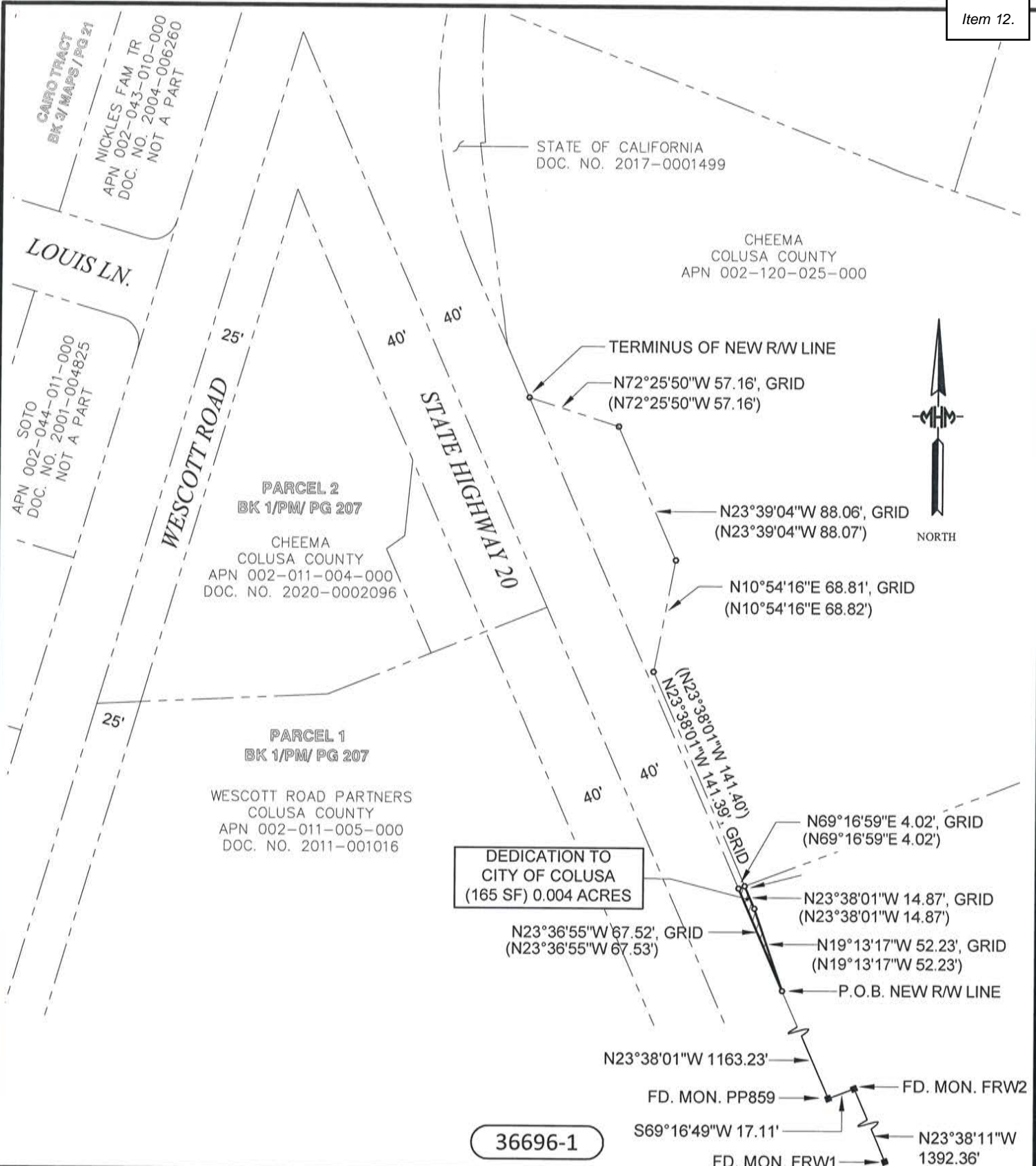
The basis of bearings for this description is on the North American Datum of 1983 (NAD83), California High Precision Geodetic Network, (epoch 2004.69). Distances shown are in grid feet; divide distances by 1.000081097 to obtain ground level distances.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Signature:   
Roger K. Hanlin, P.L.S.

Date: February 1, 2024





DEDICATION TO  
CITY OF COLUSA  
(165 SF) 0.004 ACRES

DATE: 01/03/24  
JOB NO: 20-684  
DRAWN: AC  
20684 Caltrans Doc  
CHECKED: RKH



TITLE: **EXHIBIT "B"**  
**RIGHT OF WAY DEDICATION**  
**CITY OF COLUSA**

BEING A PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED TO D & H LLC RECORDED AS DOCUMENT NUMBER 2014-0001080 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 5 OF RECORD OF SURVEYS AT PAGE 69, COLUSA COUNTY RECORDS.

PREPARED BY: MHM, INC 1204 E STREET MARYSVILLE, CA 95901 SHEET 1 OF 1



Number
36695-4

**EXHIBIT "A"**

All that real property in the City of Colusa, County of Colusa, State of California described as follows:

All that portion of Parcels 2 and 4: as described in the Grant Deed to D & H LLC recorded as Document Number 2014-0001080 on April 16, 2014 as shown on that certain Record of Survey " filed in the Office of the County Recorder of Colusa County, in Book 7 of Record of Surveys at Page 87 lying Westerly of the following described line:

Commencing at a found iron pipe with aluminum cap stamped "Caltrans" identified as point number FRW1 as shown on that certain Record of Survey Monumentation Map for State Highway 20 filed in Book 7 of Record of Surveys at Page 18, Colusa County Records; said point, being on the easterly right of way of State Highway 20; thence from said point of commencement and along said right of way, North 23°38'11" West, 1392.36 feet to a found iron pipe with aluminum cap stamped "Caltrans" identified as point number FRW2 as shown on said Monumentation Map for State Highway 20; thence South 69°16'49" West, 17.11 feet to a found 3/4" iron pipe identified as point number PP859 as shown on said Monumentation Map for State Highway 20; thence North 23°38'01" West, 1163.23 feet to the **TRUE POINT OF BEGINNING** of the following described line;

Thence (1) leaving the easterly right of way of said State Highway 20, North 19°13'17" West, 52.23 feet;

Thence (2) North 23°38'01" West, 156.26 feet;

Thence (3) North 10°54'16" East, 68.81 feet;

Thence (4) North 23°39'04" West, 88.06 feet;

Thence (5) North 72°25'50" West, 57.16 feet to the easterly right of way of State Highway 20 and there terminating.

The basis of bearings for this description is on the North American Datum of 1983 (NAD83), California High Precision Geodetic Network, (epoch 2004.69). Distances shown are in grid feet; divide distances by 1.000081097 to obtain ground level distances.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Signature:   
Roger K. Hanlin, P.L.S.

Date: February 29, 2024





