

CITY COUNCIL MEETING

Tuesday, April 15, 2025 Regular Meeting - 6:00 PM City Hall – City Council Chambers 425 Webster Street, Colusa, CA 95932

AGENDA

Zoom Information:

https://us06web.zoom.us/j/85200701051 Meeting ID: 852 0070 1051 Passcode: 086453 Mobile: 669-444-9171, ID 85200701051

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

PRESENTATION

10-Year Service Award for Joe Martinez

<u>CONSENT CALENDAR</u> - 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 February 18, March 18, April 1 and April 9 Council Draft Minutes
- Receive and File Finance Department March report
- 3. Receive and File Code Enforcement March report
- 4. Receive and File March Warrants List
- 5. Receive and File HDL Quarterly Sales Tax update

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

COUNCIL CONSIDERATION

6. Consideration of a Resolution of a Determination of Public Convenience or Necessity for Valencia's Market at 950 6th Street, Colusa, CA 95932

Recommendation: Council to adopt the Resolution making a determination of a public convenience or necessity for a Type 20 Alcoholic Beverage Control license for Valencia's Market

7. Consideration of a Resolution authorizing the City Manager to sign the Lease Agreement with Glanris, Colusa LLC for 37,000 square feet at 1480 Will S Green Avenue, the former Pirelli Building which is now called the Colusa Bio Innovation Center.

Recommendation: Council to adopt the Resolution approving the Lease Agreement with Glanris Colusa LLC.

8. Consideration of the Resolution approving the Fixed Assets Policy as the City Manager and City Staff recommended.

Recommendation: Council to adopt the Resolution approving the Fixed Asset Policy.

FUTURE AGENDA ITEMS

<u>ADJOURNMENT</u>

SHELLY KITTLE, CITY CLERK

Notice of Meetings and Agendas

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

Americans with Disabilities Act

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

"This institution is an equal opportunity employer and provider"



CITY COUNCIL MEETING

Tuesday, February 18, 2025 Regular Meeting - 6:00 PM City Hall – City Council Chambers 425 Webster Street, Colusa, CA 95932

MINUTES

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

ROLL CALL – Council Members Markss, Ponciano, Conrado, Vaca and Mayor Codorniz were present.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – Citizen Pete Moore expressed why he was a proponent of increased wages for the police department, public works and streets department.

<u>CONSENT CALENDAR</u> - 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. Receive and File Fire Department January report
- 2. Receive and File Police Department January report
- 3. Receive and File Finance Department January report
- 4. Receive and File Treasurer's December report
- 5. Receive and File January Warrants list
- 6. Approve Street closure on 5th Street for Little League Opening Day on March 15, 2025
- 7. Adopt Resolution authorizing the City Manager to purchase and enter a contract authorizing the 2025 July 4th Fireworks show provided by Pyro Spectaculars, North Inc.

ACTION: Mayor Codorniz requested Item 7 be pulled. Motion was made by Mayor Codorniz, seconded by Mayor Pro-Tem Conrado to approve Items 1-6. Motion passed unanimously.

Item 7 Discussion: Mayor Codorniz inquired about the funding source, City Manager Cain said the money would come from the General Fund. There was council consensus for the authorization of \$24,000.

ACTION: With no public comments, motion was made by Councilmember Ponciano, seconded by Councilmember Markss to adopt **Resolution 25-09** authorizing the City Manager to purchase and enter a contract authorizing the 2025 July 4th Fireworks show provided by Pyro Spectaculars, North Inc. Motion passed 5-0 by the following roll-call vote:

AYES: Markss, Ponciano, Conrado, Vaca and Codorniz.

NOES: None.

ABSENT: None.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Council Members provided updates on meetings and events they attended.

Ryan Jones – no report

City Manager Cain – provided updates on projects and meetings.

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

Treasurer Kelley provided updates in the Treasurer's Department.

Police Chief Fitch provided updates in the Police Department.

Fire Chief Conley provided updates in the Fire Department.

Consultant Morley provided updates in the Planning Department.

PUBLIC HEARING

8. Consideration of Ordinance 567 - An Ordinance of the City Council for the City of Colusa adding Section 41.5 relating to the implementation of AB 1397 (2017) — Local Planning Housing Element and finding the Ordinance exempt from the California Environmental Quality Act

Consultant Jake Morley provided the report.

Public Hearing opened at 6:26 pm with the following comment:

Citizen Kristin Amsden commented the maps were not clear, inquired about properties exempt from California Environmental Quality Act (CEQA) and the "development standards" stated in the Ordinance.

Public Hearing closed at 6:37 pm

ACTION: Motion by Councilmember Ponciano, seconded by Mayor Pro-Tem Conrado to introduce and read by title only Ordinance 567 - An Ordinance of the City Council for the City of Colusa adding Section 41.5 relating to Implementation of AB 1397 (2017) — Local Planning: housing element and finding the Ordinance exempt from the California Environmental Quality Act. Motion passed 5-0 by the following roll-call vote:

AYES: Markss, Ponciano, Conrado, Vaca and Codorniz.

NOES: None. ABSENT: None.

COUNCIL CONSIDERATION

9. Consideration of a Resolution for funding and building four Pickleball courts and a Dog Park using General Fund reserves and being paid back by future Measure B funds

City Manager Cain provided the report. Councilmember Vaca stated his brother was the concrete contractor on the project so he stepped out of the Chambers during the discussion and vote.

PUBLIC COMMENTS: Citizen Pete Moore expressed opposition of the project. He stated to use Measure B funds for the roads.

One citizen (didn't provide name) stated she was happy about having a dog park in the city.

Citizen Jack Cunningham agreed with Pete Moore's comments.

ACTION: Motion by Councilmember Ponciano, seconded by Councilmember Markss to adopt **Resolution 25-10** with a revision to authorize the City Manager to purchase materials and construct a dog park not to exceed \$8,000. Motion passed 4-0 by the following roll-call vote:

AYES: Markss, Ponciano, Conrado and Codorniz.

NOES: None. ABSENT: None. ABSTAIN: Vaca

10. Consideration of a Resolution authorizing the Police Chief to purchase in-car computers, and Mobile Data Terminals (MDT's) from Sutter Buttes Communications.

ACTION: With no public comments, motion by Councilmember Markss, seconded by Mayor Pro-Tem Conrado to adopt Resolution **25-11** authorizing the Police Chief to purchase five (5) Getac S410G5 computers and associated mounting hardware from Sutter Buttes Communications. Motion passed 5-0 by the following roll-call vote:

AYES: Markss, Ponciano, Conrado, Vaca and Codorniz.

NOES: None. ABSENT: None.

11. Consideration of a Resolution approving the Mid-Year budget as City Manager and City Staff recommended.

ACTION: With no public comments, motion by Councilmember Conrado, seconded by Mayor Codorniz to adopt **Resolution 25-12** approving the Mid-Year updated budget for Fiscal Year 2024-2025. Motion passed 5-0 by the following roll-call vote:

AYES: Markss, Ponciano, Conrado, Vaca and Codorniz.

NOES: None. ABSENT: None.

FUTURE AGENDA ITEMS

Councilmember Markss requested looking into alternatives to reduce utility costs.

City Treasurer Kelley requested that the Mushroom Plant be placed on a future agenda for discussion.

ADJOURNED TO CLOSED SESSION at 7:25 pm

PUBLIC COMMENTS: None.

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

Professional Firefighters Association

Peace Officers Association

Department Heads

Middle Management

Miscellaneous Unit

REPORT ON CLOSED SESSION At 8:37 pm, Mayor Codorniz stated there was no reportable action.

	RYAN CODORNIZ, MAYOR
Shelly Kittle, City Clerk	



CITY COUNCIL MEETING

Tuesday, March 18, 2025 Regular Meeting - 6:00 PM City Hall – City Council Chambers 425 Webster Street, Colusa, CA 95932

MINUTES

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

ROLL CALL – Council Members Markss, Ponciano, Vaca, Conrado and Mayor Codorniz were present.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – Citizen Janice Bell discussed enforcement if pop-up vendors don't have a business license.

<u>CONSENT CALENDAR</u> - 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. Adopt Draft March 4 Council Minutes
- 2. Receive and File Police Department February report
- 3. Receive and File Finance Department February report
- 4. Receive and File Treasurer's January report
- 5. Receive and File February Warrants List
- 6. Receive and File Grants Dashboard March report
- 7. Adopt Resolution waiving the single-day business license fees for vendors participating in Colusa Art Walk 2025
- 8. Adopt Resolution to authorize the Police Chief to waive the Request for Proposal process to purchase software licensing for Mobile Data Terminals (MDT's) from Sun Ridge Systems, Inc.
- Adopt Resolution authorizing the City Manager to execute all agreements, program supplements and amendments thereto with the California Department of Transportation for Wescott Road.

ACTION: Motion by Ponciano, seconded by Council Member Markss to approve the consent calendar. Motion passed unanimously.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Councilmembers provided updates on meetings and events they attended.

City Attorney Jones – evaluations sent to council members for City Manager.

City Manager Cain – provided updates on projects and meetings.

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

Treasurer Kelley – no report.

Police Chief Fitch provided updates in the Police Department.

Fire Chief Conley provided updates in the Fire Department.

COUNCIL CONSIDERATION

10. Consideration of a Resolution adopting the City's 2025 Investment Policy

ACTION: With no public comments, motion by Councilmember Markss seconded by Mayor Codorniz to adopt **Resolution 25-17** adopting the City's 2025 Investment Policy, with one revision (remove "Senior Accountant"). Motion passed 4-1 by the following roll-call vote:

AYES: Markss, Vaca, Conrado and Codorniz.

NOES: Ponciano. **ABSENT:** None.

11. Consideration of a Resolution authorizing the City Manager to execute an agreement for investment advisory services with Optimized Investment Partners.

ACTION: With no public comments, motion by Mayor Pro-Tem Conrado, seconded by Mayor Codorniz to adopt a Resolution authorizing the City Manager to execute an agreement for investment advisory services with Optimized Investment Partners. Motion failed 2-3 by the following roll-call vote:

AYES: Conrado and Codorniz.

NOES: Ponciano. Vaca and Markss.

ABSENT: None.

There was council consensus for staff to bring back a minimum of three bids for investment advisory services.

DISCUSSION ITEM

12. Energy costs and options

City Manager Cain provided information about Pioneer Energy Group and the two meetings he had with them.

FUTURE AGENDA ITEMS

Special Meeting Workshop with the Chamber of Commerce to establish goals and objectives to support local businesses.

An update on City Business Licenses.

After-hours issuance of pop-up vendors.

The Purchasing Policy

ADJOURNED TO CLOSED SESSION at 7:50 pm

PUBLIC COMMENTS - None.

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

Professional Firefighters Association

Peace Officers Association

Department Heads

Middle Management

Miscellaneous Unit

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

REPORT ON CLOSED SESSION - At 8:14 pm, Mayor Codorniz stated there was no reportable action.

MAYOR



CITY COUNCIL MEETING

Tuesday, April 01, 2025 Regular Meeting - 6:00 PM City Hall – City Council Chambers 425 Webster Street, Colusa, CA 95932

MINUTES

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

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

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS – None.

PRESENTATIONS – Mayor Codorniz thanked David Jackson for his 10 years of service with the Police Department. Ashley Cull was unable to be present but was recognized for her 5 years of service with the Police Department.

<u>CONSENT CALENDAR</u> - 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. Receive and File Parks, Recreation & Tree (PRT) Commission Quarterly report
- 2. Adopt Resolution adopting the Comprehensive Safety Action Plan funded by the Safe Streets for All (SS4A) Grant

ACTION: Motion by Conrado, seconded by Council Member Vaca to approve the consent calendar. Motion passed unanimously.

COUNCIL MEMBER /CITY MANAGER REPORTS AND STAFF COMMENTS

Councilmembers provided updates on meetings and events they attended.

City Attorney Jones – He will not be at the next meeting and proposed a Special Meeting Closed Session for the City Manager evaluation and the Purchasing Policy.

City Manager Cain – provided updates on projects and meetings.

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

Treasurer Kelley – no report.

Police Chief Fitch provided updates in the Police Department.

City Engineer Swartz - provided updates in the Engineering Department and Planning.

COUNCIL CONSIDERATION

 Consideration of a Resolution authorizing the City Manager to enter into a contract and execute necessary documents and contracts with RRM Design Group to secure four preapproved building plans for Accessory Dwelling Units (ADUs)

City Manager provided a report and answered questions.

Public Comments: Citizen Joe Taucher inquired about ADU's in front yards and the General Plan.

ACTION: Motion by Mayor Pro-Tem Conrado, seconded by Councilmember Vaca to adopt **Resolution 25-19** authorizing the City Manager to execute and sign necessary documents and contracts with RRM Design Group. Motion passed 4-0 by the following roll-call vote:

AYES: Ponciano, Vaca, Conrado and Codorniz.

NOES: None.
ABSENT: Markss

4. Consideration of bid award for Well 6 replacement

City Manager provided a report and answered questions.

ACTION: With no public comments, motion by Councilmember Ponciano, seconded by Councilmember Vaca to adopt **Resolution 25-20** authorizing the City Manager to execute a contract with Nor-Cal Pump and Well Drilling Inc. for \$1,114,228. Motion passed 4-0 by the following roll-call vote:

AYES: Ponciano, Vaca, Conrado and Codorniz.

NOES: None.
ABSENT: Markss.

5. Consideration of the Resolution approving the Surplus Assets List

Finance Director Aziz-Khan provided a report.

ACTION: There was council consensus for staff to bring back an updated Surplus Assets List with the Purchasing Policy at a later date.

DISCUSSION ITEMS

Pop-Up Vendors - after hours

There was discussion about creating an application the county health department would need to sign off on if a food vendor. The police department will request vendors to show their business license, otherwise, vendors would have to leave.

FUTURE AGENDA ITEMS

Purchasing Policy

Special Workshop with the Chamber.	
ADJOURNED at 7:08 pm	
	RYAN CODORNIZ, MAYOR
Shelly Kittle, City Clerk	



SPECIAL CITY COUNCIL MEETING

Wednesday, April 09, 2025 Special Meeting - 12:00 PM City Hall – City Council Chambers 425 Webster Street, Colusa, CA 95932

MINUTES

CALL TO ORDER - Mayor Codorniz called the Special Meeting to order at 12:03 pm.

ROLL CALL – Council Members Ponciano, Vaca, Marks, Conrado and Mayor Codorniz were present.

PUBLIC COMMENTS – None.

CLOSED SESSION MEETING

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

ADJOURNED - At 1:30 pm, Mayor Codorniz stated there was no reportable action.

	RYAN CODORNIZ, MAYOR
Shelly Kittle, City Clerk	



City of Colusa Finance Department Monthly Staff Report – March 2025

Accounts Payable

- Reviewed the Income and Expense statement for March 2025
- March 2025 Warrant Listing.
- 138 accounts payable checks processed.
- Staff training on AP functions cont'd

Payroll

- Prepare March salary allocation transfers.
- March regular Payroll and Strike Team Payroll
- Implement (4) regular salary step increase
- Implement (0) other Payroll Increase
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

Accounts Receivable

- Provide continued utility billing customer support.
- 2,178 utility bills mailed.
- (3) bad checks processed.
- 1,886 payments processed (utilities, bldg. permits, recreation and pool, encroachment, business license, State and County payments, and boat launch fees).
- Boat Launch and State Park Payments
- Mailed backflow letters
- 29 Building Permits
- 154Credit card Payments
- Addressed zoning questions, assisted city Planner with questions and applications
- RecDesk Payment postings

City Hall - Customer Services

- 470 customers walk-ins.
- 153 utility late notices.
- 12 Water/Sewer shut off for non-payment.
- 4 open utility accounts & adjustments.
- 5 closed utility accounts.

Page 1 14

- 446received phone calls.
- 1 Event/marque and banner applications processed.
- State Park Reservation & Revenue
- 29 public works service requests
- Issued 20 New and 6 Revision Building Permits
- 2 Encroach Permit
- 2 Scout Cabin
- 25 Meter Changes
- 5 Certificate of Occupancy
- Use Permit
- 11 Business License transactions
- Karate, and Thai Chi, Kick Boxing signups proofread Rec Book and addressed other issues

General Ledger

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

Personnel - HR

- Sick leave and vacation leave accrual monthly report update.
- March 2025 MidAmerica retiree health insurance distribution.
- Workers Compensation claims cont. d.
- Cont'd migration of MOUs into Employee Handbook continued
- Review NCCSIF monthly Workers' Compensation & Liability Reports.
- Provide retirement information to retirees and Public Works.
- Employee Income Verification (0).

Recreation Department

- Thi-Chi (Adult class), Karate (Adult and Kids), and Jujitsu and winter camps are offered at the City Hall Auditorium
- Assisted with the Flyers for Recreational activities
- Updated program in What's Happening (monthly calendar)
- Assisted with the new recreation programs
- Registration and payment received and posted for the Recreation program
- Tyler Meetings for the implementation of Park & Rec. Modules (twice a week)

CDBG-HOME

- Loan monitoring and correspondence.
- Extended HOME grant for one more year
- Close out of Micro-Enterprise loans
- Devonshire apartments monitoring cont'd
- Home Loan compliance and reporting requirements
- Work in the process of closing the Micro-Enterprise loan grant and quarterly report

Other

- Permit Survey Report
- Street Sweeping invoice and reconciliation
- Review and evaluate the utility Reports
- Work with Corbin Willits on On-Line Bill Pay scheduled cont'd.
- Input in MOMs
- Attend HDL meeting
- Attended Claim Committee and Executive Committee Meetings
- Coordinated and submitted correspondence on several grants
- Public record requests cont'd
- Schedule appointments for the Building Inspector
- Follow up with the customers on plans and permits
- Correspond on several different grants
- Review the water past due account
- Back Flow Letters and Notices addressed customers' questions
- Helped customers with zoning, city loans, rec programs and Historic Preservation
- Bulk Water applications
- Quarterly and Monthly Reports for the Finance dept. and the Building dept.
- Ongoing meetings with Tyler Technology
- Prop 64 invoicing, SRF grants invoicing

Odor Complaints

Complaint period: February 2025

- (1) total complaints
- 1 Mushroom Smell
- Cannabis smell
- Other

Donations:

- Drake's Guide Service donated \$100 to the T-Ball team
- Cervantes Paint and Body donated \$100 to the T-Ball Team.
- Pape' Machinery donated \$100 to the T-Ball Team

Code Enforcement Monthly Report 03/01/2025 to 03/31/2025

Total Alleged Violations: 8

Active: 2

Pending: 2

Compliance / Closed: 4 (resolved in the field)

Complaints Received: 5 - (via landline) / 2 - (email portal) / 0 - (In Person)

Continuous Parking 11-8(z), Wrong Side Parking 11-8 (e) & Expired Vehicles / Abandoned Junk / Animals

Letters Sent: 8

In the field findings:

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

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

Tagged Vehicle(s) 8 - Towed (2) Vehicle(s)

Types of Violations:

Vehicle / Nuisance Junk -Weed / Animals

Continuous Follow Ups Conducted Daily - Compliance in Progress

Training / Education

Continue Community & Resource Relations / Translating Codes & Ordinance(s) into Spanish while interacting with Hispanic Community / Attended Cannabis Enforcement Summit in Sacramento

Notes:

Daily drive-bys / Walkthrough of Cannabis Locations (odor inspections) - Equipment Inspections / Cannabis Facility Walk Through's / Cannabis Partner relations / Continuous Research of relevant trainings / Attended Staff Meetings

		I		W	ARRANT LISTI				
Check Numb	Check Date	Check Amount	Vendor:	Invoice Number	Fund:	Account	Dept.:	Description	
64350	3/4/2025	6.04	SUPERIOR CALIFORNIA OFFIC	INV151625	214	52100	710	COPIER METER READS / POLICE	
64350 Total		6.04							
64351	3/3/2025	1324.72	AFLAC	189561	101	22340		P/R Liab - Long Term Disa	
64351 Total		1324.72							
64352	3/3/2025	600	SADIE ASH	3/3/2025	220	52500	225	PROP 64	
64352	3/3/2025	3000	SADIE ASH	3/3/2025	101	62611	220	LEAP GRANT	
64352	3/3/2025	2250	SADIE ASH	3/3/2025	101	60004	215	EHCRP GRANT	
64352	3/3/2025	1125	SADIE ASH	3/3/2025	101	52500	210	MISC. ADMIN TASKS	
64352 Total		6975							
64353	3/3/2025	245553.26	AUBURN CONSTRUCTORS, LLC	3/3/2025	430	62681	690	RECYCLED WATER SYSTEM UPGRADES (PROJ	ECT#2408)
64353	3/4/2025	364808.32	AUBURN CONSTRUCTORS, LLC	3/4/2025	430	62681	690	RECYCLED WATER SYSTEM UPGRADES(PROJ	ECT#2408)-SEWER
64353 Total		610361.58							
64354	3/3/2025	308	RODGER EARL BRAYFINDLEY	3/3/2025	101	53600	640	KARATE (FEB 2025) / REC	
64354	3/3/2025	56	RODGER EARL BRAYFINDLEY	3/3/2025	101	53600	640	KARATE (MARCH 2025) / REC	
64354	3/3/2025	210	RODGER EARL BRAYFINDLEY	3/3/2025	101	53600	640	TAI-CHI MONTHLY INSTRUCTOR RATE / REC	
64354 Total		574							
64355	3/3/2025	80.14	JESSE CAIN	3/3/2025	410	52110	670	REIMBURSEMENT FOR HANDHELD BATTERIES	S / WATER
64355 Total		80.14							
64356	3/3/2025	5454	CALIFORNIA ENGINEERING CO	12617	101	52500	620	DESIGN STANDARDS UPDATE / CITY ENGINEE	R
64356 Total		5454							
64357	3/3/2025	53.51	CINTAS	422184214	101	51200	630	LINEN MAINTENANCE: STREETS	
64357	3/3/2025	53.51	CINTAS	422184214	101	51200	650	LINEN MAINTENANCE: PARKS	
64357	3/3/2025	72.82	CINTAS	422184218	410	51200	670	LINEN MAINTENANCE: WATER	
64357	3/3/2025	72.82	CINTAS	422184218	430	51200	690	LINEN MAINTENANCE: SEWER	
64357	3/3/2025	53.51	CINTAS	422260165	101	51200	630	LINEN MAINTENANCE: STREETS	
64357	3/3/2025	53.51	CINTAS	422260165	101	51200	650	LINEN MAINTENANCE: PARKS	
64357	3/3/2025	72.82	CINTAS	422260174	410	51200	670	LINEN MAINTENANCE: WATER	
64357	3/3/2025	72.82	CINTAS	422260174	430	51200	690	LINEN MAINTENANCE: SEWER	
64357 Total		505.32							
64358	3/3/2025	199	CITY OF YUBA CITY	33315	430	52520	690	TESTING / SEWER	
64358	3/3/2025	205	CITY OF YUBA CITY	33317	430	52520	690	TESTING / SEWER	
64358	3/3/2025	64	CITY OF YUBA CITY	33324	430	52520	690	TESTING / SEWER	
64358	3/3/2025	64	CITY OF YUBA CITY	33328	430	52520	690	TESTING / SEWER	
64358	3/3/2025	102	CITY OF YUBA CITY	33356	410	52520	670	TESTING / WATER	
64358	3/3/2025	64	CITY OF YUBA CITY	33362	430	52520	690	TESTING / SEWER	
64358	3/3/2025	102	CITY OF YUBA CITY	33369	410	52520	670	TESTING / WATER	
64358	3/3/2025	64	CITY OF YUBA CITY	33375	430	52520	690	TESTING / SEWER	
64358	3/3/2025	205	CITY OF YUBA CITY	33379	430	52520	690	TESTING / SEWER	
64358	3/3/2025	1172.5	CITY OF YUBA CITY	33390	430	52520	690	TESTING / SEWER	
64358	3/3/2025	297	CITY OF YUBA CITY	33404	430	52520	690	TESTING / SEWER	
64358	3/3/2025	199	CITY OF YUBA CITY	33423	430	52520	690	TESTING / SEWER	

WARRANTLISTING 64358 3/3/2025 102 CITY OF YUBA CITY 33431 410 52520 670 TESTING / WATER 64358 3/3/2025 64 CITY OF YUBA CITY 33436 430 52520 690 TESTING / SEWER 64358 3/3/2025 33440 52520 64 CITY OF YUBA CITY 430 690 TESTING / SEWER 64358 3/3/2025 51 CITY OF YUBA CITY 33444 410 52520 670 TESTING / WATER 64358 3/3/2025 64 CITY OF YUBA CITY 33451 430 52520 690 TESTING / SEWER 64358 Total 3082.5 64359 3/4/2025 76.23 CLOSE LUMBER INC. -90914 52720 101 650 READY MIX CONCRETE / PARKS 64359 3/4/2025 448.25 CLOSE LUMBER INC. 2501-0904 101 52720 650 4X9 FULL WEIGHT / PARKS 64359 3/4/2025 356.8 CLOSE LUMBER INC. 52720 650 MARINE PLYWOOD / PARKS 2501-0907 101 64359 Total 881.28 64360 3/3/2025 25 COLUSA COUNTY AUDITOR 3/3/2025 101 53800 710 PARKING VIOLATION JAN 2025 / POLICE 25 64360 Total 3/3/2025 15000 COLUSA COUNTY ARTS COUNCI 202502-1 101 53400 215 SPONSORSHIP FOR LEVITT AMP 2025 MUSIC SERIES 64361 64361 Total 15000 3/3/2025 450 COLUSA PROFESSIONAL 3/3/2025 101 22400 64362 P/R Liab - Firemen Assoc 64362 Total 450 64363 3/3/2025 77.45 COLUSANET, INC 150720 310 52600 650 INTERNET ACCESS, MONTHLY RATE / PARKS 64363 Total 77.45 64364 3/3/2025 12.08 DERODA INC. 124564 52720 101 630 TRUFLEX V-BELT / STREETS 64364 3/3/2025 29.32 DERODA INC. 124671 410 52720 670 PRESTONE / WATER 64364 3/3/2025 4.77 DERODA INC. 124883 410 52110 670 CARB CLEANER / WATER 64364 3/3/2025 57.09 DERODA INC. 124940 52720 630 HITCH: STREETS 101 64364 3/3/2025 57.09 DERODA INC. 124940 52720 650 HITCH: PARKS 101 64364 3/3/2025 171.74 DERODA INC. 124941 101 52720 630 HEAT TRANSFER / STREETS 64364 3/3/2025 7.16 DERODA INC. 124973 101 52720 630 10W30 QT / STREETS 64364 3/3/2025 171.74 DERODA INC. 124985 101 52720 630 HEAT TRANSFER OIL / STREETS 64364 3/3/2025 18.59 DERODA INC. 124995 101 52720 630 CRACK SEALER / STREETS 64364 3/4/2025 125258 27.69 DERODA INC. 101 52110 630 GLOVES & 38DR HEXBITSKT / STREETS 64364 3/4/2025 30.6 DERODA INC. 125303 101 52720 650 SPARK PLUG, PREM START, CARBCHOKE FOR COMPACTOR 64364 Total 587.87 64365 3/3/2025 1620.47 COMPUTER LOGISTICS 85937 214 57100 710 WORK STATION REPLACEMENT / POLICE 64365 3/3/2025 517.18 COMPUTER LOGISTICS 85978 214 52500 710 MONTHLY BILLING FOR MARCH / POLICE 64365 Total 2137.65 64366 3/3/2025 345.38 CORBIN WILLITS SYSTEMS IN 00C502151 53300 230 ENHANCEMENT & SERVICES FEES FOR MARCH 2025 101 64366 3/3/2025 00C502151 53300 230 ENHANCEMENT & SERVICES FEES FOR MARCH 2025 345.38 CORBIN WILLITS SYSTEMS IN 410 64366 3/3/2025 345.38 CORBIN WILLITS SYSTEMS IN 00C502151 430 53300 230 ENHANCEMENT & SERVICES FEES FOR MARCH 2025 64366 Total 1036.14 64367 3/3/2025 578.5 COLUSA POLICE ASSOCIATION 3/3/2025 P/R Liab - Police Assoc D 101 22410 64367 Total 578.5 64368 3/3/2025 1832.63 DAVIES OIL COMPANY, INC. 76059 101 52270 710 Fuel 64368 3/3/2025 691.8 DAVIES OIL COMPANY, INC. 76059 52270 320 Fuel 101

76059

101

52270

650 Fuel

64368

3/3/2025

146.39 DAVIES OIL COMPANY, INC.

11/1	RRA	NIT I	ICTII	\sim

				W	ARRANT LISTIN	IG	
64368	3/3/2025	1313.33	DAVIES OIL COMPANY, INC.	76059	101	52270	0 630 Fuel
64368	3/3/2025	207.03	DAVIES OIL COMPANY, INC.	76059	410	52270	0 670 Fuel
64368	3/3/2025	1623.3	DAVIES OIL COMPANY, INC.	76059	430	52270	0 690 Fuel
64368	3/3/2025	1099.9	DAVIES OIL COMPANY, INC.	409990	101	52270	0 630 Fuel
64368 Total		6914.38					
64369	3/3/2025	14.43	DAVISON DRUG & STATIONERY	274532	430	52110	0 690 GEL PENS & STATIONARY / SEWER
64369 Total		14.43					
64370	3/3/2025	104	DEPARTMENT OF JUSTICE	PO 64343	101	52430	710 Weapons Permit Police
64370 Total		104					
64371	3/3/2025	1197.5	JACOB MORLEY	25-Feb	430	52420	0 690 2024-CTC ANNEXATION
64371	3/3/2025	9565.25	JACOB MORLEY	3/3/2025	101	52500	0 220 PLANNING SERVICES
64371 Total	1	10762.75					
64372	3/3/2025	414.99	FASTENAL	AWIA52424	101	52110	0 630 BATH TISSUE, TISSUE: STREETS
64372	3/3/2025	414.99	FASTENAL	AWIA52424	101	52110	0 650 BATH TISSUE, TISSUE: PARKS
64372	3/3/2025	126.53	FASTENAL	CAWIA5242	101	52110	0 630 SUPPLIES / STREETS
64372 Total		956.51					
64373	3/3/2025	5075.75	FERGUSON WATERWORKS #1423	1883810	410	52700	0 670 BUILDING MAINTENANCE / WATER
64373 Total		5075.75					
64374	3/3/2025	582.21	FIDELITY SECURITY LIFE IN	166694263	997	22330	VISION INSURANCE PREMIUMS COVERAGE
64374 Total		582.21					
64375	3/3/2025	25.79	For2Fi, Inc.	63566	410	53200	0 670 COMMUNICATIONS: WATER
64375	3/3/2025	25.79	For2Fi, Inc.	63566	430	53200	690 COMMUNICATIONS: SEWER
64375 Total		51.58					
64376	3/3/2025	100	FRANCHISE TAX BOARD	3/3/2025	101	22520	D PAYROLL GARNISHMENT
64376 Total		100					
64377	3/3/2025	520.2	THE HARTFORD	239696063	997	22310	D LIFE INSURANCE PREMIUM
64377 Total		520.2					
64378	3/3/2025	2951.35	K & L SUPPLY, INC.	46863	410	52260	0 670 CHEMICALS / WATER
64378	3/3/2025		K & L SUPPLY, INC.	46863	430	52260	0 690 CHEMICALS / SEWER
64378	3/3/2025	331.01	K & L SUPPLY, INC.	46863	410	52110	0 670 SUPPLIES / WATER
64378	3/3/2025	331.01	K & L SUPPLY, INC.	46863	430	52110	0 690 SUPPLIES / SEWER
64378	3/3/2025	375	K & L SUPPLY, INC.	46864	101	52260	0 630 5 GAL SEAL SEALANT / STREETS
64378	3/3/2025	99	K & L SUPPLY, INC.	46864	101	52110	0 630 5 GAL SEAL SEALANT / STREETS
64378 Total		7038.73					
64379	3/3/2025	49.62	GEORGE L. MESSICK CO.	633509/1	101	52110	0 650 TRAYSET, PAINT / PARKS
64379	3/3/2025	19.56	GEORGE L. MESSICK CO.	633529/1	101	52110	0 650 SPRAYER / PARKS
64379	3/3/2025	23.46	GEORGE L. MESSICK CO.	633531/1	101	52110	0 650 CLEANER,SPRAY BOTTLE / PARKS
64379	3/3/2025	38.87	GEORGE L. MESSICK CO.	633650/1	310	52720	0 650 TAPE,OUTLET,WIRE, / STATE PARK
64379	3/3/2025	24.75	GEORGE L. MESSICK CO.	633828/1	101	52110	
64379	3/3/2025		GEORGE L. MESSICK CO.	633840/1	310	52110	
64379	3/3/2025	32.61	GEORGE L. MESSICK CO.	633858/1	101	52110	0 630 HOSE,NOZZLE / STREETS
64379	3/3/2025		GEORGE L. MESSICK CO.	633882/1	101	52110	

11/1	DDANIT	LISTING

64379 3/3/2025 10.86 GEORGE L. MESSICK CO. 633887/1 101 52110 650 GOOF OFF / PARKS	
64379 3/3/2025 13.03 GEORGE L. MESSICK CO. 633904/1 101 52110 630 PAINTER TAPE /STREETS	
64379 3/3/2025 286.25 GEORGE L. MESSICK CO. 633982/1 410 52700 670 BUILDING MAINT. (WATER DEP. PUMP HO	USE GRAFFITI)
64379 Total 567.6	
64380 3/3/2025 52 MESSENGER PUBLISHING GROU 29075 101 53100 220 NOTICE OF PUBLIC HEARING PLANNING (COMMISSION
64380 3/3/2025 100 MESSENGER PUBLISHING GROU 29076 101 53100 220 PUBLIC HEARING SUTTER COMMUNITY H	DUSING
64380 Total 152	
64381 3/3/2025 2300 MetLife Investors 3/3/2025 101 22510 P/R Liab - Deferred Comp	
64381 Total 2300	
64382 3/3/2025 501.92 NCCSIFTREASURER 2915 101 51150 110 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 2485.56 NCCSIF TREASURER 2915 101 51150 210 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 965.83 NCCSIFTREASURER 2915 101 51150 220 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 4058.49 NCCSIF TREASURER 2915 101 51150 230 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 1063.31 NCCSIF TREASURER 2915 220 51150 225 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 7611.97 NCCSIF TREASURER 2915 101 51150 320 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 4843.89 NCCSIF TREASURER 2915 101 51150 630 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 819.78 NCCSIF TREASURER 2915 101 51150 640 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 1989.81 NCCSIF TREASURER 2915 101 51150 650 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 10872.92 NCCSIF TREASURER 2915 101 51150 710 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 3644.57 NCCSIF TREASURER 2915 410 51150 670 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 4101.7 NCCSIF TREASURER 2915 430 51150 690 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 3/3/2025 0 NCCSIF TREASURER 2915 101 51150 215 WORKERS COMPENSATION DEPOSIT/PRE	MIUM
64382 Total 42959.75	
64383 3/4/2025 9404.1 PAXTON FAMILY INSPECTION 829 101 52500 310 FEB 2025 EMAILS, INS, CALLS, PLAN CHEC	(S, MILEAGE
64383 Total 9404.1	
64384 3/3/2025 124.09 PLATT ELECTRIC SUPPLY 5X30884 101 52720 650 DEEP STRUT / PARKS	
64384 3/3/2025 -365.93 PLATT ELECTRIC SUPPLY 5X45609 101 52720 650 RETURNED ITEMS (CREDIT FROM ORDER	5W1270) -PARKS
64384 3/3/2025 599.47 PLATT ELECTRIC SUPPLY 5X45629 101 52720 650 EQUIPMENT MAINTENANCE / PARKS	,
64384 3/3/2025 312.92 PLATT ELECTRIC SUPPLY 5X96445 101 52720 650 CONDUIT, DEEP STRUT / PARKS	
64384 3/3/2025 426.67 PLATT ELECTRIC SUPPLY 6A02385 101 52720 650 100 AMP / PARKS	
64384 Total 1097.22	
64385 3/3/2025 6437.45 PREMIER ACCESS INSURANCE 3185150 997 22320 DENTAL INSURANCE PREMIUMS	
64385 Total 6437.45	
64386 3/3/2025 12000 PYRO SPECTACULARS NORTH I 3/3/2025 101 53400 215 FIREWORK DISPLAY 2025 / ECON. DEV.	
64386 Total 12000	
64387 3/4/2025 450000 R&R HORN, INC. 3/4/2025 410 61011 670 WALNUT RANCH - WATER	
64387 3/4/2025 13500 R&R HORN, INC. 3/3/2025 410 61011 670 WANUT RANCH - WATER	
64387 3/4/2025 25200 R&R HORN, INC. 3/4/2025 410 61011 670 WALNUT RANCH- WATER	
64387 Total 488700	
64388 3/3/2025 200 SIERRA CENTRAL CREDIT UNI 3/3/2025 101 22500 P/R Liab - Credit Union	
64388 Total 200	
64389 3/3/2025 61 STATE DISBURSEMENT UNIT 3/3/2025 101 22520 COURT ORDERED CHILD SUPPORT PAYRO	DLL WITHHOLDING

			W	ARRANT LISTIN	IG	
64389 Total	61					
64390	3/4/2025 1460.75	THE ROCK YARD, INC.	7531	101	52700	650 14 YARDS (GRANITE) FOR T-BALL PARK - PARKS
64390 Total	1460.75					
64391	3/4/2025 75	TRANSUNION RISK AND ALTER	3/4/2025	214	52500	710 MINIMUM USAGE ADJUSTMENT / POLICE
64391 Total	75	5				
64392	3/3/2025 5300	TYLER TECHNOLOGIES, INC	025-49890	101	52500	PROJECT MANAGEMENT, FINANCIAL, CRM, CD (ARPA)
64392	3/3/2025 1160	TYLER TECHNOLOGIES, INC	045-50658	101	52500	231 PARKS & REC SVCS (PROFESSIONAL SVCS) -ARPA
64392 Total	6460)				
64393	3/3/2025 648.75	U. S. POST OFFICE	3/3/2025	410	52100	670 BULK POSTAGE FOR UTILITY BILLS/WATER
64393	3/3/2025 648.75	U. S. POST OFFICE	3/3/2025	430	52100	690 BULK POSTAGE FOR UTILITY BILLS/SEWER
64393 Total	1297.5	j				
64394	3/3/2025 46.57	VERIZON WIRELESS	3/3/2025	310	53200	650 CITY CELL PHONE SERVICES
64394	3/3/2025 402.13	VERIZON WIRELESS	3/3/2025	101	53200	710 CITY CELL PHONE SERVICES
64394	3/3/2025 41.57	VERIZON WIRELESS	3/3/2025	220	53200	225 CITY CELL PHONE SERVICES
64394	3/3/2025 171.28	VERIZON WIRELESS	3/3/2025	430	53200	690 CITY CELL PHONE SERVICES
64394	3/3/2025 88.74	VERIZON WIRELESS	3/3/2025	410	53200	670 CITY CELL PHONE SERVICES
64394	3/3/2025 83.14	VERIZON WIRELESS	3/3/2025	101	53200	650 CITY CELL PHONE SERVICES
64394	3/3/2025 220.26	VERIZON WIRELESS	3/3/2025	101	53200	630 CITY CELL PHONE SERVICES
64394	3/3/2025 90.18	VERIZON WIRELESS	3/3/2025	101	53200	210 CITY CELL PHONE SERVICES
64394 Total	1143.87	7				
64395	3/3/2025 112	NICOLE VIGNEY	3/3/2025	101	53600	640 FEB 2025 KICKBOKING COMPENSATION
64395	3/3/2025 28	NICOLE VIGNEY	3/3/2025	101	53600	640 MAR 2025 KICKBOKING COMPENSATION
64395	3/3/2025 315	NICOLE VIGNEY	3/3/2025	101	53600	640 MAR 2025 KICKBOKING CAMP COMPENSATION
64395 Total	455	5				
64396	3/3/2025 487.36	WAVE TECHNOLOGIES	DG-4792	101	53200	710 CITY PHONE SERVICES
64396	3/3/2025 69.76	WAVE TECHNOLOGIES	DG-4792	101	53200	320 CITY PHONE SERVICES
64396	3/3/2025 34.96	WAVE TECHNOLOGIES	DG-4792	101	53200	640 CITY PHONE SERVICES
64396	3/3/2025 34.96	WAVE TECHNOLOGIES	DG-4792	101	53200	210 CITY PHONE SERVICES
64396	3/3/2025 34.96	WAVE TECHNOLOGIES	DG-4792	101	53200	220 CITY PHONE SERVICES
64396	3/3/2025 34.96	WAVE TECHNOLOGIES	DG-4792	220	53200	225 CITY PHONE SERVICES
64396	3/3/2025 174.36	WAVE TECHNOLOGIES	DG-4792	101	53200	230 CITY PHONE SERVICES
64396	3/3/2025 34.96	WAVE TECHNOLOGIES	DG-4792	101	53200	310 CITY PHONE SERVICES
64396	3/3/2025 34.96	WAVE TECHNOLOGIES	DG-4792	101	53200	110 CITY PHONE SERVICES
64396	3/3/2025 40.02	WAVE TECHNOLOGIES	DG-4792	410	53200	670 CITY PHONE SERVICES
64396	3/3/2025 40.01	WAVE TECHNOLOGIES	DG-4792	430	53200	690 CITY PHONE SERVICES
64396	3/3/2025 34.96	WAVE TECHNOLOGIES	DG-4792	101	53200	215 CITY PHONE SERVICES
64396	3/3/2025 34.96	WAVE TECHNOLOGIES	DG-4792	101	53200	630 CITY PHONE SERVICES
64396 Total	1091.19)				
64397	3/4/2025 308.51	XEROX CORPORATIONS	40249607	101	53300	215 COPIER LEASE PAYMENT
64397	3/4/2025 308.51	XEROX CORPORATIONS	40249607	101	53300	220 COPIER LEASE PAYMENT
64397	3/4/2025 308.49	XEROX CORPORATIONS	40249607	101	53300	230 COPIER LEASE PAYMENT
64397 Total	925.51	1				

WARRANT LISTING

				WA	RRANT LISTIN	IG				
64398	3/18/2025	270.65	AIRGAS USA, LLC	551495747	101	52150	320	OXYGEN / FIRE		
64398 Total		270.65								
64399	3/18/2025	23.49	DS SERVICES OF AMERICA, I	3182025	101	53800	320	WATER SERVICE / FIRE		
64399	3/11/2025	2	DS SERVICES OF AMERICA, I	3/10/2025	101	52100	220	COOLER RENTAL / PLANNING		
64399	3/11/2025	48.98	DS SERVICES OF AMERICA, I	3/11/2025	101	52100	630	COOLER RENTAL & 5G SPRING WATER / S	STREETS	
64399	3/11/2025	61.99	DS SERVICES OF AMERICA, I	3/10/2025	214	52100	710	5G SPRING WATER & COOLER RENTAL / I	POLICE	
64399	3/11/2025	-4	DS SERVICES OF AMERICA, I	3/11/2025	101	52100	230	5 GAL. BOTTLE RETURN & COOLER RETAI	_/ FINANCE	
64399 Total		132.46								
64400	3/17/2025	548	ALLIANT NETWORKING SERVIC	15833	101	52500	230	MAINTENANCE AGREEMENT APRIL 2025		
64400	3/17/2025	548	ALLIANT NETWORKING SERVIC	15833	410	52500	230	MAINTENANCE AGREEMENT APRIL 2025		
64400	3/17/2025	548	ALLIANT NETWORKING SERVIC	15833	430	52500	230	MAINTENANCE AGREEMENT APRIL 2025		
64400 Total		1644								
64401	3/18/2025	264.64	RODRIGO ARANA	PO65996	410	47800	670	BULK WATER REFUND		
64401 Total		264.64								
64402	3/10/2025	280.15	ARNOLD'S	201299	101	52720	650	LABOR CHARGE (PIPE MATCHING THREA	DED) / PARKS	
64402 Total		280.15								
64403	3/11/2025	382.75	AT&T	23119672	101	53200	710	CALNET DOJ / POLICE		
64403 Total		382.75								
64404	3/18/2025	756.9	AT&T MOBILITY	3102025	101	53200	320	WIRELESS SVC / FIRE		
64404 Total		756.9								
64405	3/18/2025	54.84	AUTOZONE STORES LLC	37101725	101	52720	630	ALLIGATOR CLIP, BRAKE CLEANER / STRE	ETS	
64405 Total		54.84								
64406	3/11/2025	260.73	CALIFORNIA ENGINEERING CO	12696	101	52500	620	CITY ENGINEERING SERVICES		
64406	3/11/2025	260.73	CALIFORNIA ENGINEERING CO	12696	410	52500	620	CITY ENGINEERING SERVICES		
64406	3/11/2025	261.85	CALIFORNIA ENGINEERING CO	12696	430	52500	620	CITY ENGINEERING SERVICES		
64406	3/11/2025	13.19	CALIFORNIA ENGINEERING CO	12696	101	52500	620	CITY ENGINEERING SERVICES		
64406	3/11/2025	14.02	CALIFORNIA ENGINEERING CO	12696	410	52500	620	CITY ENGINEERING SERVICES		
64406	3/11/2025	14.02	CALIFORNIA ENGINEERING CO	12696	430	52500	620	CITY ENGINEERING SERVICES		
64406	3/11/2025	10132.34	CALIFORNIA ENGINEERING CO	12697	410	60003	670	WELL #6 DESIGN/TEST CIP		
64406	3/11/2025	895.2	CALIFORNIA ENGINEERING CO	12698	410	62003	670	PROJECT MANAGEMENT COLUSA WELL #	9-5TH ST	
64406	3/11/2025	15105	CALIFORNIA ENGINEERING CO	12702	430	62694	690	WALNUT RANCH PROJ-SEWER		
64406	3/11/2025	3487.5	CALIFORNIA ENGINEERING CO	12705	410	61011	670	WALNUT RANCH PROJ-WATER		
64406 Total		30444.58								
64407	3/10/2025	72.82	CINTAS	422290840	410	51200	670	LINEN MAINTNENANCE: WATER		
64407	3/10/2025	72.82	CINTAS	422290840	430	51200	690	LINEN MAINTNENANCE: SEWER		
64407	3/10/2025	53.51	CINTAS	422290852	101	51200	630	LINEN MAINTENANCE: PARKS		
64407	3/10/2025	53.51	CINTAS	422290852	101	51200	650	LINEN MAINTENANCE: PARKS		
64407	3/12/2025	88.77	CINTAS	422366600	101	51200	630	LINEN MAINT STREETS		
64407	3/12/2025	88.76	CINTAS	422366600	101	51200	650	LINEN MAINT PARKS		
64407	3/12/2025	105.47	CINTAS	422366607	410	51200	670	LINEN MAINT- WATER		
64407	3/12/2025	105.47	CINTAS	422366607	430	51200	690	LINEN MAINT- SEWER		
64407 Total		641.13								

WARRANT LISTING

				W	ARRANT LISTIN	NG	
64408	3/12/2025	136.11	CINTAS CORPORATION NO. 2	525788740	101	52150	630 MEDICAL SUPPLIES / STREETS
64408	3/12/2025	136.11	CINTAS CORPORATION NO. 2	525788740	101	52150	650 MEDICAL SUPPLIES / PARKS
64408 Total		272.22					
64409	3/11/2025	4.59	COLUSA COUNTY AUDITOR	4509	101	53800	650 REIMBURSE OF ALTERNATIVE SENTENCING-FEB 2025
64409 Total		4.59					
64410	3/17/2025	13.58	DERODA INC.	125677	101	52720	630 FINAL CHARGE 50 50 / STREETS
64410	3/12/2025	23.9	DERODA INC.	125835	101	52110	630 JUG CAP- / SHOP
64410	3/12/2025	154.51	DERODA INC.	125836	101	52700	610 HI POWER IND V-BELT / CITY HALL FAN
64410	3/12/2025	169.22	DERODA INC.	125838	101	52720	630 12 V ALT- CRACK SEALER / STREETS
64410	3/17/2025	192.22	DERODA INC.	125891	101	52720	630 OIL FILTER, FUEL FILTER BATTERY: STREETS
64410	3/17/2025	192.22	DERODA INC.	125891	101	52720	650 OIL FILTER, FUEL FILTER BATTERY: PARKS
64410	3/17/2025	42.39	DERODA INC.	125931	101	52720	630 BLUE DEF 2.5 GAL (CHIPPER) / STREETS
64410	3/17/2025	48.6	DERODA INC.	125932	101	52720	630 NAPA FILTER / STREETS
64410	3/17/2025	135.17	DERODA INC.	125972	101	52720	630 DRILL BIT, AIR FILTER / STREETS
64410	3/17/2025	80.64	DERODA INC.	125988	101	52720	630 MULTI-BALL MOUNT / STREETS
64410	3/17/2025	118.72	DERODA INC.	126030	410	52700	670 CABLE 500A / WATER
64410 Total		1171.17					
64411	3/11/2025	100	COLUSA COUNTY CHAMBER OF	3186	101	52850	210 GOVERNMENT/AGENCY MEMBERSHIP DUES/ADMIN SVCS
64411 Total		100					
64412	3/18/2025	46.87	COLUSA COUNTY GLASS	15799	101	52700	320 WINDOW REPAIR / FIRE
64412 Total		46.87					
64413	3/18/2025	288.56	COMPUTER LOGISTICS	85724	101	52500	320 CLOUD SOFTWARE-DEC / FIRE
64413	3/18/2025	412.5	COMPUTER LOGISTICS	85943	101	52500	320 GENERAL IT / FIRE
64413	3/18/2025	288.56	COMPUTER LOGISTICS	85983	101	52500	320 CLOUD SOFTWARE - MARCH / FIRE
64413	3/11/2025	5515.48	COMPUTER LOGISTICS	86010	214	57100	710 WORKSTATION REFRESH / POLICE
64413 Total		6505.1					
64414	3/18/2025	62.51	COMCAST	3182025	101	53200	320 CABLE SVC 3/9-4/8/25 / FIRE
64414 Total		62.51					
64415	3/18/2025	369.66	L.N. CURTIS AND SONS	INV915858	101	52200	320 FOREFIGHTER BOOTS / FIRE
64415	3/18/2025	656.62	L.N. CURTIS AND SONS	INV923518	101	52200	320 HOSE PACK, HOSE RETAINING BAND / FIRE
64415 Total		1026.28					
64416	3/11/2025	48	DAVIES CHEVRON	3/11/2025	214	52720	710 CARWASH X4 / POLICE
64416 Total		48					
64417	3/17/2025	156	DEPARTMENT OF JUSTICE	PO 64344	101	52430	710 Weapons Permit Police
64417 Total		156					
64418	3/18/2025	10	DEPT. OF MOTOR VEHICLES	3/18/2025	101	53800	630 DMV RENEWAL FEES VIN#35769 / STREETS
64418 Total		10					
64419	3/18/2025	186	DEPARTMENT OF JUSTICE	PO 64345	101	52430	710 CCW INITIAL PERMIT / POLICE
64419 Total		186					
64420	3/11/2025	2781.56	DOWN RANGE INVESTMENTS	745592	214	51200	710 UNIFORMS / POLICE
64420	3/11/2025	815.63	DOWN RANGE INVESTMENTS	755414	214	51200	710 NAMETAPE / POLICE
64420 Total		3597.19					

MALADO	ANITI	ISTING	
WARR	AINLL	12111111	

			W	ARRANT LISTIN	IG	
64421	3/17/2025 520	22 FERGUSON WATERWORKS #1423	1883810-1	410	52700	670 REP CLAMP / WATER
64421 Total	520	22				
64422	3/17/2025 1341	.64 Hinderliter, de Llamas & A	SIN047926	101	52500	230 CONTRACT SERVICES-SALES TAX(JAN-MAR 2025)
64422	3/17/2025 61	6.2 Hinderliter, de Llamas & A	SIN048205	101	52500	230 CONTRACT SERVICES-TRANSACTION TAZX (JAN-MAR 2025)
64422 Total	1957	84				
64423	3/17/2025 181	.47 INTERSTATE SALES/ T-MAN T	17251	246	52230	630 PARKING SIGNS / STREETS
64423 Total	181	47				
64424	3/11/2025 1666	.67 IWORQ SYSTEMS INC	211335	101	52500	630 PUBLIC WORKS PACKAGE(MAR25-FEB26)
64424	3/11/2025 1666	.67 IWORQ SYSTEMS INC	211335	410	52500	670 PUBLIC WORKS PACKAGE(MAR25-FEB26)
64424	3/11/2025 1666	.66 IWORQ SYSTEMS INC	211335	430	52500	690 PUBLIC WORKS PACKAGE(MAR25-FEB26)
64424 Total	50	000				
64425	3/11/2025 47	.65 DEERE CREDIT INC.	3013657	310	59200	650 MOWER LEASE
64425	3/11/2025 156	84 DEERE CREDIT INC.	3013657	310	59100	650 MOWER LEASE
64425	3/11/2025 21	4.4 DEERE CREDIT INC.	3013657	253	59200	650 MOWER LEASE
64425	3/11/2025 705	.77 DEERE CREDIT INC.	3013657	253	59100	650 MOWER LEASE
64425	3/11/2025 21	4.4 DEERE CREDIT INC.	3013657	101	59200	650 MOWER LEASE
64425	3/11/2025 705	.77 DEERE CREDIT INC.	3013657	101	59100	650 MOWER LEASE
64425 Total	2044	83				
64426	3/17/2025 2265	88 JONES MAYER	128144	101	52500	240 ATTORNEY SERVICES
64426	3/17/2025 2265	88 JONES MAYER	128144	410	52500	240 ATTORNEY SERVICES
64426	3/17/2025 2232	.05 JONES MAYER	128144	430	52500	240 ATTORNEY SERVICES
64426 Total	6763	81				
64427	3/18/2025 2161	.68 K & L SUPPLY, INC.	46764	410	52260	670 CITRA SOLVE & ALGAECIDE: WATER
64427	3/18/2025 2161	.68 K & L SUPPLY, INC.	46764	430	52260	690 CITRA SOLVE & ALGAECIDE: SEWER
64427 Total	4323	.36				
64428	3/18/2025 213	26 LIFE-ASSIST INC.	1558906	101	52150	320 GLOVES / FIRE
64428 Total	213	26				
64429	3/10/2025	MARKS, GABRIEL	3/10/2025	310	52500	650 COLUSA STATE PARK CAMP HOST MARCH 2025
64429 Total		500				
64430	3/10/2025 26	.72 GEORGE L. MESSICK CO.	632304/1	101	52110	650 FOAM HANDSOAP, LYSOL & DISINFECTANT SPRAY: STREETS
64430	3/10/2025 9	GEORGE L. MESSICK CO.	632374/1	101	52720	650 POST LEVEL ACE / PARKS
64430	3/10/2025 30	.44 GEORGE L. MESSICK CO.	632405/1	101	52110	650 LONG-HANDLE GARDEN SPADE / PARKS
64430	3/10/2025 55	.44 GEORGE L. MESSICK CO.	632449/1	101	52720	650 BIT DRILL & FASTENERS / PARKS
64430		99 GEORGE L. MESSICK CO.	632467/1	101	52720	630 EQUIPMENT MAINTENANCE / STREETS
64430	3/10/2025 35	.85 GEORGE L. MESSICK CO.	632494/1	410	52700	670 CHAIN COIL & ACE UITLITY / WATER
64430	3/10/2025 32	.61 GEORGE L. MESSICK CO.	632506/1	101	52720	650 FASTENERS & BIT DRILL TURBOMAX / PARKS
64430	3/18/2025 80	45 GEORGE L. MESSICK CO.	632594/1	101	52720	320 DUR BATTERIES / FIRE
64430	3/18/2025 46	.93 GEORGE L. MESSICK CO.	632638/1	101	52720	320 HOLDER,IMPACT BITS, FASTENERS / FIRE
64430	3/10/2025 120	24 GEORGE L. MESSICK CO.	632670/1	101	52110	650 STRUT, SHARPIES, IMP STEP DRBIT / PARKS
64430	3/10/2025 39	.13 GEORGE L. MESSICK CO.	632691/1	101	52700	650 HOLE SAW / PARKS
64430	3/10/2025 3	.81 GEORGE L. MESSICK CO.	632747/1	101	52720	630 FASTENERS / STREETS
64430	3/18/2025 9	3.5 GEORGE L. MESSICK CO.	632772/1	101	52720	320 FLEX BLACK TAPE / FIRE

					MANCH 2023	_	
64430	3/10/2025	29.35	GEORGE L. MESSICK CO.	632872/1	ARRANT LISTINI 101	52720	630 RATCHET / STREETS
64430	3/18/2025		GEORGE L. MESSICK CO.	633024/1	101	52720	320 BLUE MAX LOD, PAINTCARE, PLYWOOD PINE - FIRE
64430	3/18/2025	100.01	GEORGE L. MESSICK CO.	633053/1	101	52720	320 55 GAL BAGS, DUSTER, EXTENSION POLE - FIRE
64430	3/10/2025	29.35	GEORGE L. MESSICK CO.	633123/1	430	52700	690 RATCHET PIPE/SEWER
64430	3/10/2025	15.21	GEORGE L. MESSICK CO.	633158/1	430	52110	690 SUPPLIES / SEWER
64430	3/10/2025	10.32	GEORGE L. MESSICK CO.	633207/1	101	52720	650 EDGER BLADE / PARKS
64430	3/10/2025	8.61	GEORGE L. MESSICK CO.	633309/1	101	52720	630 FASTENERS / STREETS
64430	3/10/2025	53.78	GEORGE L. MESSICK CO.	633519/1	101	52110	630 KEY SCHLAGE, BLANK KEY & COMMERCIAL BROOM / STREETS
64430	3/18/2025	14.68	GEORGE L. MESSICK CO.	633545/1	101	52700	320 TIDE PODS / FIRE
64430	3/10/2025	43.49	GEORGE L. MESSICK CO.	633599/1	410	52250	670 CHLORINE / WATER
64430	3/10/2025	7.6	GEORGE L. MESSICK CO.	633886/1	430	52720	690 GUMOUT START FLUID / SEWER
64430	3/10/2025	81.29	GEORGE L. MESSICK CO.	633901/1	101	52700	650 WIRE 4 BARE / PARKS
64430	3/10/2025	65.23	GEORGE L. MESSICK CO.	633908/1	410	52110	670 SHOPLIGHT/WATER
64430	3/10/2025	34.96	GEORGE L. MESSICK CO.	633953/1	101	52700	650 PIPE TUBE, ADAPTER, LOCKNUT, ELBOW / PARKS
64430	3/18/2025	7.17	GEORGE L. MESSICK CO.	634068/1	101	52720	320 LATCH STORAGE BOX / FIRE
64430	3/18/2025	24.79	GEORGE L. MESSICK CO.	634586/1	101	52700	320 ALARM SLIM PHOTO (STATION TOUR) / FIRE
64430	3/18/2025	32.56	GEORGE L. MESSICK CO.	635002/1	101	52720	320 JUMBO CARABINER REFILL / FIRE
64430	3/18/2025	23.89	GEORGE L. MESSICK CO.	635166/1	101	52700	320 STATION SUPPLIES (TIDE PODS & PAINT) / FIRE
64430	3/18/2025	7.06	GEORGE L. MESSICK CO.	635170/1	101	52720	320 STENCIL CARD STOCK / FIRE
64430 Total		1600.37					
64431	3/17/2025	48	MESSENGER PUBLISHING GROU	29259	101	53100	220 NOTICE OF ADOPTED ORDINANCE NO.567 / PLANNING
64431 Total		48					
64432	3/18/2025	209.63	MYSTERY RANCH LLC.	SO536853	101	52200	320 BLACK HYDRAPAK (4) / FIRE
64432 Total		209.63					
64433	3/18/2025	247	NV5, INC.	437396	430	62681	690 WWTP IMPROVEMENTS PROFESSIONAL SVCS THRU 2/22/2025
64433 Total		247					
64434	3/11/2025	75.04	PACIFIC STORAGE COMPANY	5251261	101	52100	230 SERVICE-CITY HALL
64434	3/11/2025	57.12	PACIFIC STORAGE COMPANY	5251263	214	52100	710 SERVICE 64 GAL TOTE / POLICE
64434 Total		132.16					
64435	3/10/2025		PAC MACHINE COMPANY, INC.	97081	430	52700	690 SUBMERSIBLE SEWAGE PUMP / SEWER
64435 Total		2607.55					
64436	3/10/2025		PAPE MACHINERY	15928759	101	52720	650 V-BELT / PARKS
64436 Total		188.73					
64437	3/11/2025		QUILL CORPORATION	42801725	101	52110	630 COFFEE / STREETS
64437			QUILL CORPORATION	42801725	101	52110	650 COFFEE / PARKS
	3/11/2025		QUILL CORPORATION	42801725	101	52100	230 COFFEE/FOLDERS: FINANCE
64437			QUILL CORPORATION	43067807	101	52100	640 PAPER
64437			QUILL CORPORATION	43067807	410	52100	670 PAPER
64437			QUILL CORPORATION	43067807	430	52100	690 PAPER
64437	3/11/2025		QUILL CORPORATION	43067807	101	52100	230 PAPER
64437 Total		455.32					
64438	3/11/2025	126.94	RACE TELECOMMUNICATIONS,	3/11/2025	101	53200	630 INTERNET SERVICE

WARRANTLISTING

				W	ARRANT LISTIN	IG	
64438	3/11/2025	156.94	RACE TELECOMMUNICATIONS,	3/11/2025	101	53200	320 INTERNET SERVICE
64438	3/11/2025	156.94	RACE TELECOMMUNICATIONS,	3/11/2025	101	53200	710 INTERNET SERVICE
64438	3/11/2025	156.94	RACE TELECOMMUNICATIONS,	3/11/2025	101	53200	230 INTERNET SERVICE
64438 Total		597.76					
64439	3/18/2025	45	SORENSON PEST CONTROL, IN	1335397	101	52700	320 MONTHLY SERVICE-FEB / FIRE
64439	3/18/2025	45	SORENSON PEST CONTROL, IN	1338976	101	52700	320 PEST SERVICE-MARCH / FIRE
64439 Total		90					
64440	3/13/2025	72	WACM MEDIA INC.	1171	410	51200	670 CARHATT BEANIES UTILITIES DEPT. LOGO: WATER
64440	3/13/2025	72	WACM MEDIA INC.	1171	430	51200	690 CARHATT BEANIES UTILITIES DEPT. LOGO: SEWER
64440	3/12/2025	2192.53	WACM MEDIA INC.	1362	101	53600	640 T-BALL SHIRTS, CAPS, & MEDALS / REC
64440 Total		2336.53					
64441	3/18/2025	93.29	SUNE P11H HOLDINGS LLC WI	16041	430	52600	690 SERVICE CHARGES 2/1/25-2/28/25: SEWER
64441 Total		93.29					
64442	3/13/2025	14685.33	TJKM	56262	102	52500	215 SS4A COMPREHENSIVE SAFETY ACTION PLAN FEB 2025
64442 Total		14685.33					
64443	3/18/2025	9.99	TRI COUNTIES BANK	3/18/2025	101	52500	210 ADOBE / ADMIN. SERVICES
64443	3/18/2025	56	TRI COUNTIES BANK	3/18/2025	101	52500	215 CONSTANT CONTACT / ECON. DEV.
64443	3/18/2025	3344.5	TRI COUNTIES BANK	3/18/2025	101	52100	230 USPS.COM / FINANCE
64443	3/18/2025	17.17	TRI COUNTIES BANK	3/18/2025	101	52500	210 DOMAINSPRICERIGHT / ADMIN. SERVICES
64443	3/18/2025	670.45	TRI COUNTIES BANK	3/18/2025	410	52720	670 ROCK AUTO / WATER
64443	3/18/2025	670.44	TRI COUNTIES BANK	3/18/2025	430	52720	690 ROCK AUTO / SEWER
64443	3/18/2025	307.9	TRI COUNTIES BANK	3/18/2025	101	52100	210 ZOOM / ADMIN SERVICES
64443	3/18/2025	254.5	TRI COUNTIES BANK	3/18/2025	101	52720	650 CALCO / PARKS
64443	3/18/2025	184.24	TRI COUNTIES BANK	3/18/2025	310	52110	650 AMAZON (SECURITY LIGHTING) / STATE PARK
64443	3/18/2025	29	TRI COUNTIES BANK	3/18/2025	214	52100	710 WHENIWORK / POLICE
64443	3/18/2025	60	TRI COUNTIES BANK	3/18/2025	101	52850	710 CALIF. ASSOCIATION / POLICE
64443	3/18/2025	86	TRI COUNTIES BANK	3/18/2025	101	51300	320 EMT RE-CERTIFICATION, SIERRA SAC / FIRE
64443	3/18/2025	507	TRI COUNTIES BANK	3/18/2025	101	52150	320 AEDSUPERSTORE (E556) / FIRE
64443	3/18/2025	44.37	TRI COUNTIES BANK	3/18/2025	101	52150	320 AEDSUPERSTORE (E556) / FIRE
64443	3/18/2025	119.6	TRI COUNTIES BANK	3/18/2025	221	51300	320 ROCCO'S / FIRE
64443	3/18/2025	129.98	TRI COUNTIES BANK	3/18/2025	101	51300	320 SUBWAY (CPR TRAINING) / FIRE
64443	3/18/2025	86	TRI COUNTIES BANK	3/18/2025	101	51300	320 SIERRA Sacramento / FIRE
64443	3/18/2025	214.17	TRI COUNTIES BANK	3/18/2025	101	52100	320 AMAZON (BINDER DIVIDERS,FOLDERS,TONER) / FIRE
64443	3/18/2025	210	TRI COUNTIES BANK	3/18/2025	101	52100	320 PRINTPPS.COM / FIRE
64443	3/18/2025	54.37	TRI COUNTIES BANK	3/18/2025	101	52720	320 THE HOSE SHOP (BUMPER LINE REPAIR) / FIRE
64443	3/18/2025	27.18	TRI COUNTIES BANK	3/18/2025	101	52100	320 AMAZON (IPHONE CASE) / FIRE
64443	3/18/2025	22.83	TRI COUNTIES BANK	3/18/2025	101	52100	320 AMAZON (3 HOLE PAPER) / FIRE
64443	3/18/2025	47.8	TRI COUNTIES BANK	3/18/2025	101	52100	320 AMAZON (PLANNER,BINDER PAPER) / FIRE
64443 Total		7153.49					
64444	3/17/2025	1160	TYLER TECHNOLOGIES, INC	045-50885	101	52500	231 PARKS & REC SVCS PROFFESIONAL SERVICES (ARPA)
64444	3/11/2025	1160	TYLER TECHNOLOGIES, INC	45-507350	101	52500	231 PROF SVC-PARKS & REC
64444 Total		2320					

WARRANTLISTING

WARRANT LISTING										
64445	3/18/2025	39.69	USA BLUEBOOK	641040	430	52700	690	HOLDING CLAMP FOR SHUTOFF TOOL / SEWER		
64445	3/18/2025	1010.91	USA BLUEBOOK	648485	410	52700	670	METER BOX LID LIFTER, CLOSING GATE, HYDRANT WRENCH		
64445	3/18/2025	1010.91	USA BLUEBOOK	648485	430	52700	690	METER BOX LID LIFTER, CLOSING GATE, HYDRANT WRENCH		
64445	3/18/2025	41.21	USA BLUEBOOK	INV006410	430	52700	690	HOLDING CLAMP FOR SHUTOFF TOOL / SEWER		
64445	3/18/2025	61.82	USA BLUEBOOK	INV006412	430	52700	690	HOLDING CLAMP FOR SHUTOFF TOOL / SEWER		
64445 Total		2164.54								
64446	3/10/2025	4892.71	CALMAT CO.	2844958	246	57230	630	POWER PATCH TON / STREETS		
64446 Total		4892.71								
64447	3/31/2025	1341.64	AFLAC	517220	101	22340		P/R Liab - Long Term Disa		
64447 Total		1341.64								
64448	3/31/2025	149212.09	BARGHAUSEN CONSULTING ENG	3/31/2025	507	52500	620	ARCO (PROFESSIONAL SERVICES)		
64448 Total		149212.09								
64449	3/31/2025	72.82	CINTAS	422441092	410	51200	670	LINEN MAINTENANCE: WATER		
64449	3/31/2025	72.82	CINTAS	422441092	430	51200	690	LINEN MAINTENANCE: SEWER		
64449	3/31/2025	57.96	CINTAS	422441120	101	51200	630	LINEN MAINTENANCE / STREETS		
64449	3/31/2025	57.95	CINTAS	422441120	101	51200	650	LINEN MAINTENANCE / PARKS		
64449	3/31/2025	57.95	CINTAS	422515484	101	51200	630	LINEN MAINTENANCE / STREETS		
64449	3/31/2025	57.96	CINTAS	422515484	101	51200	650	LINEN MAINTENANCE / PARKS		
64449	3/31/2025	72.82	CINTAS	422515493	410	51200	670	LINEN MAINTENANCE / WATER		
64449	3/31/2025	72.82	CINTAS	422515493	430	51200	690	LINEN MAINTENANCE / SEWER		
64449 Total		523.1								
64450	3/31/2025	576.54	CITY OF YUBA CITY	33473	430	52520	690	TESTING / SEWER		
64450	3/31/2025	543.08	CITY OF YUBA CITY	33474	430	52520	690	TESTING / SEWER		
64450	3/31/2025	358.6	CITY OF YUBA CITY	33477	430	52520	690	TESTING / SEWER		
64450	3/31/2025	64	CITY OF YUBA CITY	33486	430	52520	690	TESTING / SEWER		
64450	3/31/2025	64	CITY OF YUBA CITY	33505	430	52520	690	TESTING / SEWER		
64450	3/31/2025	64	CITY OF YUBA CITY	33515	430	52520	690	TESTING / SEWER		
64450	3/31/2025	205	CITY OF YUBA CITY	33529	430	52520	690	TESTING / SEWER		
64450	3/31/2025	64	CITY OF YUBA CITY	33530	430	52520	690	TESTING / SEWER		
64450	3/31/2025	102	CITY OF YUBA CITY	33531	410	52520	670	TESTING / WATER		
64450	3/31/2025	64	CITY OF YUBA CITY	33539	430	52520	690	TESTING / SEWER		
64450	3/31/2025	5137.24	CITY OF YUBA CITY	33551	430	52520	690	TESTING / SEWER		
64450	3/31/2025	420	CITY OF YUBA CITY	33553	430	52520	690	TESTING / SEWER		
64450	3/31/2025	204	CITY OF YUBA CITY	33575	410	52520	670	TESTING / WATER		
64450	3/31/2025	306	CITY OF YUBA CITY	33576	430	52520	690	TESTING / SEWER		
64450	3/31/2025	102	CITY OF YUBA CITY	33578	410	52520	670	TESTING / WATER		
64450	3/31/2025	64	CITY OF YUBA CITY	33584	430	52520	690	TESTING / SEWER		
64450	3/31/2025	64	CITY OF YUBA CITY	33588	430	52520	690	TESTING / SEWER		
64450	3/31/2025	51	CITY OF YUBA CITY	33589	430	52520	690	TESTING / SEWER		
64450	3/31/2025	51	CITY OF YUBA CITY	33593	410	52520	670	TESTING / WATER		
64450	3/31/2025	205	CITY OF YUBA CITY	33609	430	52520	690	TESTING / SEWER		
64450	3/31/2025	51	CITY OF YUBA CITY	33610	410	52520	670	TESTING / WATER		

11/1	DDA	I TIA	ICTI	NIC

				- WA	ARRANT LISTIN	NG				
64450	3/31/2025	64	CITY OF YUBA CITY	33612	430	52520	690	TESTING / SEWER		
64450	3/31/2025	64	CITY OF YUBA CITY	33616	430	52520	690	TESTING / SEWER		
64450	3/31/2025	102	CITY OF YUBA CITY	33620	410	52520	670	TESTING / WATER		
64450	3/31/2025	104	CITY OF YUBA CITY	33622	430	52520	690	TESTING / SEWER		
64450	3/31/2025	64	CITY OF YUBA CITY	33628	430	52520	690	TESTING / SEWER		
64450 Total		9158.46								
64451	3/31/2025	43866.01	COLUSA COUNTY AUDITOR	3/31/2025	101	55890	230	2024 SALES RECORD		
64451	3/31/2025	12.5	COLUSA COUNTY AUDITOR	3/31/2025	101	53800	710	PARKING VIOLATION FEB 2025 / POLIC	E	
64451 Total		43878.51								
64452	3/31/2025	450	COLUSA PROFESSIONAL	3/31/2025	101	22400		P/R Liab - Firemen Assoc		
64452 Total		450								
64453	3/31/2025	352.5	COLUSA COUNTY AIR POLLUTI	4018883	430	52400	690	ANNUAL RENEWAL PERMIT# 2706-143		
64453 Total		352.5								
64454	3/31/2025	12.31	DERODA INC.	126150	101	52720	630	BATTERY CABLES / STREETS		
64454	3/31/2025	110.1	DERODA INC.	126215	410	52720	670	CORE DEPOSIT & BATTERY: WATER		
64454	3/31/2025	110.09	DERODA INC.	126215	430	52720	690	CORE DEPOSIT & BATTERY: SEWER		
64454	3/31/2025	59.8	DERODA INC.	126267	410	52720	670	HYDRANT OIL FLUID / WATER		
64454	3/31/2025	59.8	DERODA INC.	126271	430	52720	690	HYDRANT OIL FLUID / SEWER		
64454	3/31/2025	204.01	DERODA INC.	126318	410	52720	670	EQUIPMENT MAINTENANCE: WATER		
64454	3/31/2025	204	DERODA INC.	126318	430	52720	690	EQUIPMENT MAINTENANCE: SEWER		
64454	3/31/2025	20.22	DERODA INC.	126785	410	52520	670	PRESTONE, SAFETY GLASSES, HOSE CLAMP / WATER		
64454	3/31/2025	16.03	DERODA INC.	127082	410	52720	670	PRESTONE & STOPLEAK / WATER		
64454	3/31/2025	16.02	DERODA INC.	127082	430	52720	690	PRESTONE & STOPLEAK / SEWER		
64454 Total		812.38								
64455	3/31/2025	517.18	COMPUTER LOGISTICS	86045	214	52500	710	MONTHLY CLOUD SVC-APRIL		
64455 Total		517.18								
64456	3/31/2025	345.38	CORBIN WILLITS SYSTEMS IN	000C50315	101	53300	230	ENHANCEMENT AND SERVICE FEES FO	OR APRIL 2025	
64456	3/31/2025	345.38	CORBIN WILLITS SYSTEMS IN	000C50315	410	53300	230	ENHANCEMENT AND SERVICE FEES FO	OR APRIL 2025	
64456	3/31/2025	345.38	CORBIN WILLITS SYSTEMS IN	000C50315	430	53300	230	ENHANCEMENT AND SERVICE FEES FO	OR APRIL 2025	
64456 Total		1036.14								
64457	3/31/2025	578.5	COLUSA POLICE ASSOCIATION	3/31/2025	101	22410		P/R Liab - Police Assoc D		
64457 Total		578.5								
64458	3/31/2025	215.26	L.N. CURTIS AND SONS	INV930020	101	52200	320	STEEL TOE SHOES / FIRE		
64458 Total		215.26								
64459	3/31/2025	208	DEPARTMENT OF JUSTICE	PO 64346	101	52430	710	Weapons Permit Police		
64459 Total		208								
64460	3/31/2025	100	FRANCHISE TAX BOARD	3/31/2025	101	22520		PAYROLL GARNISHMENT		
64460 Total		100								
64461	3/31/2025	22400	GCW, INC.	124439	430	62004	690	COLUSA WASTEWATER TREATMENT PL	AN ANNEXATION	
64461 Total		22400								
64462	3/31/2025	200	MARTHA GONZALEZ	PO 65999	101	53800	640	SCOUT CABIN DEPOSIT REIMBURSEME	ENT 3/23/2025	
64462 Total		200								-

WARRANTLISTING

	/31/2025 4.99 GRIFF'S FEED & SEED	16411	101	E0440	COO DUDDED OF OVER ACTUELLS
		10411	101	52110	630 RUBBER GLOVES / STREETS
64463 Total	4.99				
64464 3/	/31/2025 534.65 THE HARTFORD	3/31/2025	997	22310	LIFE INSURANCE PREMIUM
64464 Total	534.65				
64465 3/	/31/2025 100 STEVEN JIMENEZ	3/31/2025	101	51200	630 BOOT REIMBURSEMENT: STREETS
64465 3/	/31/2025 100 STEVEN JIMENEZ	3/31/2025	101	51200	650 BOOT REIMBURSEMENT: PARKS
64465 Total	200				
64466 3/	/31/2025 385.89 LIFE-ASSIST INC.	1582727	101	52150	320 WIPES,WRAPS,GLOVES / FIRE
64466 Total	385.89				
64467 3/	/31/2025 19.12 GEORGE L. MESSICK CO.	633992/1	101	52110	630 TAPES / SHOP
64467 3/	/31/2025 36.95 GEORGE L. MESSICK CO.	634141/1	101	52700	320 PAINT TAPE,SPRAYER / FIRE
64467 3/	/31/2025 22.88 GEORGE L. MESSICK CO.	634348/1	101	52700	630 ELECTRIC BOX COVERS / SHOP
64467 3/	/31/2025 45.08 GEORGE L. MESSICK CO.	634357/1	101	52700	630 MISC PIPE FITTINGS / SHOP
64467 3/	/31/2025 52.18 GEORGE L. MESSICK CO.	634422/1	101	52110	650 LINE TRIMMER / PARKS
64467 3/	/31/2025 66.32 GEORGE L. MESSICK CO.	634443/1	101	52270	650 GAS CAN,OIL / PARKS
64467 3/	/31/2025 61.3 GEORGE L. MESSICK CO.	634516/1	101	52720	320 NIPPLE, PIPE COMPOUND / FIRE
64467 3/	/31/2025 228.06 GEORGE L. MESSICK CO.	634523/1	101	52700	310 FASTENERS,TRASH CANS / STATE PARK
64467 3/	/31/2025 45.65 GEORGE L. MESSICK CO.	634543/1	101	52110	650 TAPE MEASURE, FLOOR MARKING / SHOP, PARK
64467 3/	/31/2025 15.21 GEORGE L. MESSICK CO.	634564/1	101	52110	650 CAUTION TAPE / PARK
64467 3/	/31/2025 55.43 GEORGE L. MESSICK CO.	635028/1	253	52110	640 HOSE,SPRAYER,LIGHTER / POOL
64467 3/	/31/2025 8.69 GEORGE L. MESSICK CO.	635393/1	101	52720	320 CARWASH / FIRE
64467 3/	/31/2025 145.87 GEORGE L. MESSICK CO.	635424/1	253	52260	640 BATTERIES, MURIATIC ACID/ POOL
64467 3/	/31/2025 3.89 GEORGE L. MESSICK CO.	636078/1	101	52700	320 CLEANSER / FIRE
64467 Total	806.63				
64468 3/	/31/2025 108 MESSENGER PUBLISHING GROU	29337	101	53100	220 NOTICE OF PUBLIC HEARING (NEXTGRID) / PLANNING
64468 Total	108				
64469 3/	/31/2025 2400 MetLife Investors	3/31/2025	101	22510	P/R Liab - Deferred Comp
64469 Total	2400				
64470 3/	/31/2025 4990.27 NV5, INC.	437950	311	52500	620 COLUSA PARK BOAT LAUNCH PROFESSIONAL SERVICES
64470 Total	4990.27				
64471 3/	/31/2025 2607.55 PAC MACHINE COMPANY, INC.	97196	430	52700	690 SUBMERSIBLE SEWAGE PUMP / SEWER
64471 Total	2607.55				
64472 3/	/31/2025 6758.43 PACIFIC GAS AND ELECTRIC	3/31/2025	101	52600	610 Utilities
64472 3/	/31/2025 1413.07 PACIFIC GAS AND ELECTRIC	3/31/2025	101	52600	710 Utilities
64472 3/	/31/2025 2650.1 PACIFIC GAS AND ELECTRIC	3/31/2025	101	52600	320 Utilities
64472 3/	/31/2025 1588.11 PACIFIC GAS AND ELECTRIC	3/31/2025	101	52600	630 Utilities
64472 3/	/31/2025 19.89 PACIFIC GAS AND ELECTRIC	3/31/2025	620	52600	630 Utilities
64472 3/	/31/2025 4123.48 PACIFIC GAS AND ELECTRIC	3/31/2025	241	52600	216 Utilities
64472 3/	/31/2025 39.81 PACIFIC GAS AND ELECTRIC	3/31/2025	610	52600	630 Utilities
64472 3/	/31/2025 10282.65 PACIFIC GAS AND ELECTRIC	3/31/2025	241	52600	630 Utilities
64472 3/	/31/2025 191.27 PACIFIC GAS AND ELECTRIC	3/31/2025	640	52600	630 Utilities
64472 3/	/31/2025 227.4 PACIFIC GAS AND ELECTRIC	3/31/2025	101	52600	640 Utilities

WARRANTLISTING

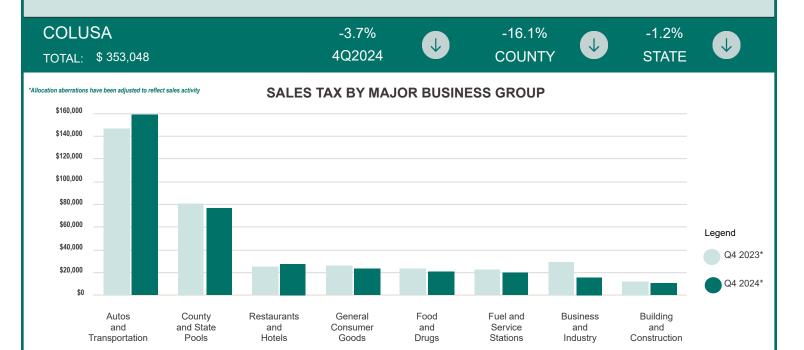
			W	ARRANT LISTI	NG	
64472	3/31/2025	1394.89 PACIFIC GAS AND ELECTRIC	3/31/2025	101	52600	650 Utilities
64472	3/31/2025	189.47 PACIFIC GAS AND ELECTRIC	3/31/2025	253	52600	640 Utilities
64472	3/31/2025	8288.92 PACIFIC GAS AND ELECTRIC	3/31/2025	410	52600	670 Utilities
64472	3/31/2025	33513.58 PACIFIC GAS AND ELECTRIC	3/31/2025	430	52600	690 Utilities
64472	3/31/2025	894.3 PACIFIC GAS AND ELECTRIC	3/31/2025	310	52600	650 Utilities
64472 Total		71575.37				
64473	3/31/2025	3585 PRECISION HYDRO INC.	11-4-24-0	101	52720	320 SCBA HYDRO TESTING / FIRE
64473 Total		3585				
64474	3/31/2025	6104.54 PREMIER ACCESS INSURANCE	3/31/2025	997	22320	DENTAL INSURANCE PREMIUMS
64474 Total		6104.54				
64475	3/31/2025	49.06 QUILL CORPORATION	43356824	101	52100	110 INK / CITY CLERK
64475	3/31/2025	23.56 QUILL CORPORATION	43356824	101	52100	230 FACIAL TISSUE / FINANCE
64475 Total		72.62				
64476	3/31/2025	213.59 READING OIL, INC.	326865	101	52270	630 PROPANE / STREETS
64476 Total		213.59				
64477	3/31/2025	200 SIERRA CENTRAL CREDIT UNI	3/31/2025	101	22500	P/R Liab - Credit Union
64477 Total		200				
64478	3/31/2025	83.12 MANNY SOTO	3/31/2025	220	51300	225 TRAINING & TRAVEL REIMBURSEMENT
64478 Total		83.12				
64479	3/31/2025	61 STATE DISBURSEMENT UNIT	3/31/2025	101	22520	COURT ORDERED CHILD SUPPORT WITHHOLDING
64479 Total		61				
64480	3/31/2025	27.2 WACM MEDIA INC.	1377	101	53600	640 TEE SHIRT & CAP FOR T-BALL / REC
64480 Total		27.2				
64481	3/31/2025	150 SUTTER BUTTES COMMUNICATI	47411	101	52720	710 RADIO SVC-VEHICLE 75 / POLICE
64481 Total		150				
64482	3/31/2025	128 SWRCB-WASTEWATER OPERATO	R PO 65997	430	51300	690 GRADE 1-WASTEWATER CERT. (B.MITCHELL) / SEWER
64482 Total		128				
64483	3/31/2025	1740 TYLER TECHNOLOGIES, INC	045-50959	101	52500	231 PROFESSIONAL SERVICES (PARKS & REC) ARPA
64483 Total		1740				
64484	3/31/2025	649.04 U. S. POST OFFICE	3/31/2025	410	52100	670 BULK POSTAGE FOR UTILITY BILLS/WATER
64484	3/31/2025	649.05 U. S. POST OFFICE	3/31/2025	430	52100	690 BULK POSTAGE FOR UTILITY BILLS/SEWER
64484 Total		1298.09				
64485	3/31/2025	46.57 VERIZON WIRELESS	3/31/2025	310	53200	650 CELL PHONE SERVICE 2/17-3/16/25
64485	3/31/2025	402.13 VERIZON WIRELESS	3/31/2025	101	53200	710 CELL PHONE SERVICE 2/17-3/16/25
64485	3/31/2025	41.57 VERIZON WIRELESS	3/31/2025	220	53200	225 CELL PHONE SERVICE 2/17-3/16/25
64485	3/31/2025	171.28 VERIZON WIRELESS	3/31/2025	430	53200	690 CELL PHONE SERVICE 2/17-3/16/25
64485	3/31/2025	88.74 VERIZON WIRELESS	3/31/2025	410	53200	670 CELL PHONE SERVICE 2/17-3/16/25
64485	3/31/2025	83.14 VERIZON WIRELESS	3/31/2025	101	53200	650 CELL PHONE SERVICE 2/17-3/16/25
64485	3/31/2025	220.26 VERIZON WIRELESS	3/31/2025	101	53200	630 CELL PHONE SERVICE 2/17-3/16/25
64485	3/31/2025	90.18 VERIZON WIRELESS	3/31/2025	101	53200	210 CELL PHONE SERVICE 2/17-3/16/25
64485 Total		1143.87				
64486	3/31/2025	200 JULIA VILLASENOR	PO 65998	101	53800	640 SCOUT CABIN DEPOSIT RETURN (3/15/25) / REC

Item 4.

	WARRANT LISTING											
64486 Total		200										
64487	3/31/2025	487.36	WAVE TECHNOLOGIES	DG-4968	101	53200	710	CITY PHON	NE SERVICES			
64487	3/31/2025	69.76	WAVE TECHNOLOGIES	DG-4968	101	53200	320	CITY PHON	NE SERVICES			
64487	3/31/2025	34.96	WAVE TECHNOLOGIES	DG-4968	101	53200	640	CITY PHON	NE SERVICES			
64487	3/31/2025	34.96	WAVE TECHNOLOGIES	DG-4968	101	53200	210	CITY PHON	NE SERVICES			
64487	3/31/2025	34.96	WAVE TECHNOLOGIES	DG-4968	101	53200	220	CITY PHON	NE SERVICES			
64487	3/31/2025	34.96	WAVE TECHNOLOGIES	DG-4968	220	53200	225	CITY PHON	NE SERVICES			
64487	3/31/2025	174.36	WAVE TECHNOLOGIES	DG-4968	101	53200	230	CITY PHON	NE SERVICES			
64487	3/31/2025	34.96	WAVE TECHNOLOGIES	DG-4968	101	53200	310	CITY PHON	NE SERVICES			
64487	3/31/2025	34.96	WAVE TECHNOLOGIES	DG-4968	101	53200	110	CITY PHON	NE SERVICES			
64487	3/31/2025	34.96	WAVE TECHNOLOGIES	DG-4968	101	53200	215	CITY PHON	NE SERVICES			
64487	3/31/2025	34.96	WAVE TECHNOLOGIES	DG-4968	101	53200	630	CITY PHON	NE SERVICES			
64487	3/31/2025	40.02	WAVE TECHNOLOGIES	DG-4968	410	53200	670	CITY PHON	NE SERVICES			
64487	3/31/2025	40.01	WAVE TECHNOLOGIES	DG-4968	430	53200	690	CITY PHON	NE SERVICES			
64487 Total		1091.19										
Grand Total		1698126.23										

CITY OF COLUSA SALES TAX UPDATE **4Q 2024 (OCTOBER - DECEMBER)**





Measure B TOTAL: \$306,868 -6.3%



CITY OF COLUSA HIGHLIGHTS

Colusa's receipts from October through The stagnant housing market has led December were 19.1% below the fourth sales period in 2023. Excluding reporting aberrations, actual sales were down 3.7%.

Consumers and businesses continued to deal with tight credit conditions in a higher interest rate environment. Recent news has noted more uncertainty in the economic outlook from federal policy makers and in terms of consumer sentiment.

Multiple groups reported lower sales with the largest decline in the businessindustrial sector. Many businesses have deferred capital purchases and investments. Fuel-service station sales dropped with crude oil pricing more stable making it more affordable to fillup for a tank of gas.

to diminished building receipts. Retail receipts suffered during the holiday shopping period for a drop in the general consumer goods group.

Outpacing regional and statewide trends, restaurants gained with the addition of a new quick service option. The automotive group contributed positive gains.

Measure B had weaker returns with fewer new and used vehicles purchased by residents, a similar drop in fuel sales, and building down, while positive results in general merchandise helped to offset the losses.

Net of aberrations, taxable sales for all of Colusa County dropped 16.1% from the comparable time period; the Far North region was down 3.7%.



TOP 25 PRODUCERS

Ace Hardware Acero Ca Building Components AutoZone **Burger King** Carl's Jr Chevron Country Stop Dollar General **Enterprise Fm Trust** Hoblit Chevrolet Gmc Hoblit Motors Ford **Holiday Quality Foods** Jeff's Freezette Kittles Outdoor & Sport Kwik Stop Les Schwab Tire Center Little Caesars Pizza Napa Auto Parts Rite Aid Rocco's Bar & Grill Round Table Pizza Shop N Save Simplot Grower Solutions Superior Tire Service Wilbur Ellis





STATEWIDE RESULTS

California's local one cent sales and use tax receipts during the months of October through December were 1.2% lower than the same quarter one year ago after adjusting for accounting anomalies. The fourth quarter is notably the highest sales tax generating period of the year but exhibited diminished year-over-year returns as consumers struggled with tariff concerns and pulling back on discretionary spending.

For the past eight quarters - two calendar years - statewide results have declined; led mostly by autos-transportation and building-construction suppressed activity due to the sustained high interest rate environment. Specifically, this quarter, as new and used car returns pulled back, only leasing activity improved likely representing buyers willingness to wait for more advantageous economic conditions before committing to long term obligations. Furthermore, building-construction drops spanned multiple categories including materials, plumbing/electrical and contractors as property owners delay repairs and improvements until they're more comfortable tapping available equity.

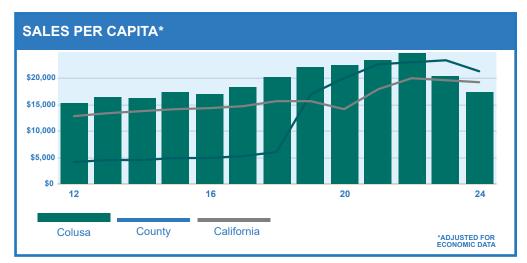
During this holiday shopping period, brick-and-mortar general retailers slumped 2.4%, further hindered by lower gas prices. Recent closures by merchants selling variety/low priced items and weaker returns from department stores were most impactful. As consumers appeared more interested in value/discounted items vs higher priced/luxury goods, overall statewide receipts revealed growth from online retailers by way of local returns through fulfillment centers and allocations via each county's use tax pool demonstrating a desire to spend, just more through different vendors which shifted local tax distributions.

Fuel and service stations experienced a drop of 14% largely due to the decreased price of global crude oil. While this dynamic hurt the sector results, it did allow for more disposable income to be spent in other areas and does not appear to be changing in the near term.

Revenue from restaurants sustained a modest gain of 1.3%, with only a waning from fine dining establishments – consistent with spending trends in other sectors. As eateries try and balance higher menu prices and demand, a 'return to office' call by businesses could inspire future increased foot traffic for many venues in metropolitan centers.

The fourth quarter also marks the end of the calendar year. As expected 2024 was 1.2% lower than 2023 with most sectors taking a hit. Only restaurants, business-industry and allocations via the county use tax pools improved.

With national tariff discussions happening at the federal level, consumers start 2025 wondering if higher priced goods and difficult decisions are on the horizon. Also, the Federal Reserve Board hasn't signified any relief by way of lower interest rates leaving only minimal growth expectations to come. The theme of the current economic outlook is uncertainty.



TOP NON-CONFIDENTIAL BUSINESS TYPES

Colusa Business Type	Q4 '24	Change	County Change	HdL State Change
Automotive Supply Stores	24,425	6.5% 👚	2.2%	0.9%
Service Stations	19,502	-13.6% 🕕	-18.9% 🕕	-13.1% 🕕
Quick-Service Restaurants	15,593	28.1%	-0.8%	1.4%
Casual Dining	11,856	-1.1%	-1.2%	1.8%
Garden/Agricultural Supplies	9,508	-47.9%	-43.0%	-4.4%
Auto Repair Shops	1,764	-41.9%	-20.0%	-5.3%
Government/Social Org.	1,299	-41.1%	-50.4%	-2.0%
Business Services	673	-19.6%	-55.6%	-1.9%

*Allocation aberrations have been adjusted to reflect sales activity



City of Colusa California

STAFF REPORT

DATE: April 15, 2025

TO: Mayor and Members of the City Council

FROM: Jake Morley, Planning Consultant, through Jesse Cain, City Manager

AGENDA ITEM: Consideration of a Resolution of a Determination of Public Convenience or Necessity for Valencia's Market at 950 6th Street, Colusa, CA 95932

Recommendation: Council to adopt the Resolution making a determination of a public convenience or necessity for a type 20 Alcoholic beverage control License for Valencia's Market.

BACKGROUND ANALYSIS:

The Department of Alcoholic Beverage Control (ABC) has determined that Valencia's Market located at 950 6th Street (**Attachment 1**) has applied for a Type 20 off-site beer and wine license (**Attachment 2**). This location is within census tract 5 with an undue concentration of off-sale alcoholic beverage licenses (**Attachment 3**). The number of licenses allowed in the census tract is four and there are currently six. Pursuant to Business and Professional Code Section 23958.4 (**Attachment 4**), a City Council determination that public convenience or necessity would be served by the issuance of the Type 20 license is required. Valencia's Market is a convenience store, taqueria and manufacturer of tortillas. The property is located in the M-U-R Residential Mixed Use zoning district. Pursuant to Colusa Municipal Code (CMC) Appendix A – Zoning, Article 47, the purpose of the M-U-R zones are to accommodate a horizontally integrated mix of retail, residential, professional, and services uses while encouraging retail and service establishments that would be complementary to residences and provides for neighborhood convenience. Pursuant to the Mixed Land Use table of Article 48, Valencia's Market is considered as a Convenience Store and Restaurant which are both permitted by right land use in the M-U-R Residential Mixed Use zoning district.

Pursuant to CMC Chapter 9B – Alcohol Sales – Public Convenience or Necessity shall be received by the Planning Department and referred to the Police Department for comments.

The Police Chief shall determine whether there are no existing problems regarding criminal activity at the applicant's premises or in the areas surrounding the applicant's premises. Pursuant to CMC, if the chief determines that there are existing problems with criminal activities, they shall report to the Planning Department. In this case, no criminal activity is

known on the premises and no report has been submitted to the Planning Department.

The Chief of Police does not oppose the City Council making a determination of a Public Convenience or Necessity, concerting the issuance of a Type 20 Alcoholic Beverage Control License for Valencia's Market.

A Type 20 off-site beer and wine license are issued to retail stores. Authorizing the sale of beer and wine for consumption off the premise where sold. Minors are allowed on the premises.

The applicant will be required to comply with the Department of Alcoholic Beverage Control requirements to mail written notifications to every residence and owner of real property within a 500-foot radius of the premises for which the licensing is required.

BUDGET IMPACT:

None

STAFF RECOMMENDATION:

Approve Resolution 25-

ATTACHMENTS

- 1. Location Map
- 2. 950 6th Street ABC License Application Form 245
- 3. Type 20 Off-Site License in Census Tract 5
- 4. Business and Professional Code 23958.4

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA ADOPTING THE FIXED ASSETS POLICY

WHEREAS, the City of Colusa, a Municipal Corporation, follows the General Accepted Accounting Principles (GAAP), and Government Accounting Standard Board (GASB) 34 to book the capital assets, and

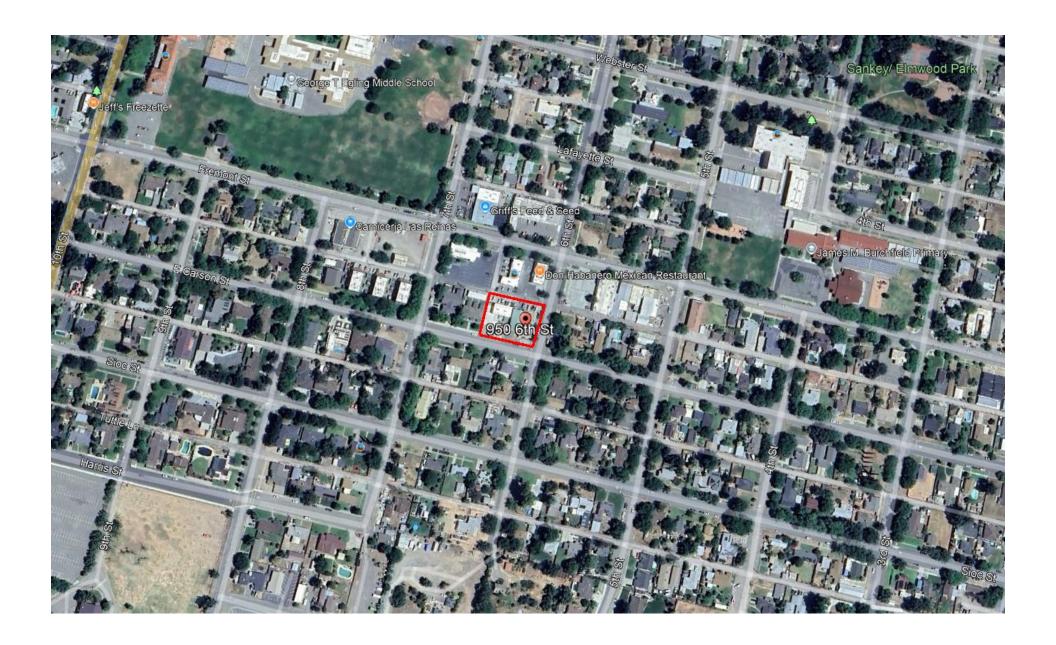
WHEREAS, the City Council has reviewed the Financial Policy of Capital Assets.

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Colusa, after consideration and review of "Exhibit A" FY 2024-25 of a Fixed Asset Policy

- 1. <u>Recitals Made Findings</u>. The above recitals are hereby declared to be true and correct, and findings of the City Council of the City of Colusa.
- 2. <u>Effective Date</u>. This Resolution shall be effective immediately.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Colusa, at its regular meeting duly held on the 15th day of April 2025, by the following vote.

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Attest:	RYAN CODORNIZ, MAYOR
Shelly Kittle, City Clerk	



Item 6. State of Gavin Newsom, Governor

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

Instructions
This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in

holding file or applicant's district file.

Part 2 is to be completed by the applicant, and returned to ABC.

Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC 1. APPLICANT'S NAME		GEOCODER 0601		
MARTINEZ JAVIER; MART	INF7 MARIA			
2. PREMISES ADDRESS (Street number and name, of			3,	LICENSE TYPE
950 6TH ST, COLUSA, CA.	95932			20
4. TYPE OF BUSINESS				
Full Service Restaurant	Hofbrau/Cafeteria	Cocktail Lounge		Private Club
Deli or Specialty Restaurant	Comedy Club	Night Club		Veterans Club
Cafe/Coffee Shop	Brew Pub	Tavem: Beer		Fraternal Club .
Bed & Breakfast:	Theater	Tavern: Beer & Wine		Wine Tasting Room
Wine only All				•
Supermarket	Membership Store	Service Station		Swap Meet/Flea Market
Liquor Store	Department Store	X Convenience Market		Drive-in Dairy
Drug/Variety Store	Florist/Gift Shop	Convenience Market w	/Gasoline	
Other - describe:		*		
5. COUNTY POPULATION	6. TOTAL NUMBER OF LICENSES IN C	COUNTY	7, RATIO OF LICENSE	ES TO POPULATION IN COUNTY
21743	N/A	On-Sale X Off-Sale	1:558	On-Sale X Off-Sale
B. CENSUS TRACT NUMBER	9, NO. OF LICENSES ALLOWED IN CE	NSUS TRACT	10. NO, OF LICENSES	EXISTING IN CENSUS TRACT
5	4	On-Sale X Off-Sale	6	On-Sale X Off-Sale
IS THE ABOVE CENSUS TRACT OVERCONCEN X Yes, the number of existing licenses existing licenses.		atio of licenses to population in the	census tract exceed the	ratio of ficenses to population for the entire county?)
No, the number of existing licenses is	lower than the number allowed		-	
2. DOES LAW ENFORCEMENT AGENCY MAINTAIN		•		. <u>-</u>
	No (Go to Item #20)		_	
3. CRIME REPORTING DISTRICT NUMBER N/A	14. TOTAL NUMBER OF REPORTING	DISTRICTS		OF OFFENSES IN ALL REPORTING DISTRICTS
6. AVERAGE NO. OF OFFENSES PER DISTRICT	N/A 17, 120% OF AVERAGE NUMBER OF 0	ACETALOFO.	N/A	
N/A	N/A	JFFENSES	18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT	
 IS THE PREMISES LOCATED IN A HIGH CRIME reporting districts within the jurisdiction of the local! 	REPORTING DISTRICT? (i.e., has a 20% gr	eater number of reported crimes th	N/A an the average number of	of reported crimes as determined from all crime
Yes, the total number of offenses in the		eds the total number in ite	m #17	
No, the total number of offenses in the	e reporting district is lower than th	e total number in item #17		
O. CHECK THE BOX THAT APPLIES (check only one				
a. If "No" is checked in both item #1 on this issue. Advise the applicant to	1 <u>and</u> item #19 <u>, Section 23958.4 i</u> bring this completed form to ABC	3&P does not apply to this when filing the application	application, and no n.	additional information will be needed
b. If "Yes" is checked in either item # retail license issued for a hotel, mote beer manufacturer's license, or wines application or as soon as possible the	l or other lodging establishment a grower's license, advise the <u>applic</u>	s defined in Section 25503	.16(b) B&P, or a re	tail license issued in conjuction with a

C. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer and wine (public premises) license, an on-sale general (public premises) license, or an on-sale general music venue license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3.
 The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

City of Colusa, Colusa City Council, 425 Webster St, Colusa, CA. 95932

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

CARMEN ALFARO

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is che	cker	d)
---	------	----

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documention, if desired. Do not proceed to Part 3.

We are acquiring the License to sell alcohol to try to raise the sales of our business. Since we are experiencing a difficult time.

22. APPLICANT SIGNATURE

Maria Hartinez

23 DATE SIGNED

4-8-25

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (if box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance.

Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

Yes

No

See Attached (i.e., letter, resolution, etc.)

25 ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

Having trouble viewing the report?

Results for: License Type

County: COLUSA County

Census Tract: 5

Report Date: Monday, April 07, 2025

Search

Results will be filtered as you type

0 Results

License Number: 473712

Status: ACTIVE License Type: 20 Orig. Iss. Date: 01/08/2009 Expir. Date: 12/31/2025 Primary Owner:

1234 MARKET ST, COLUSA, CA 95932-2036

MUHARRAM, ZAFARAN A Premises Addr.:Census Tract: 0005.00 Business Name: COLUSA QUICK SERVE Geo Code:

0601

License Number: 632945

Status: ACTIVE License Type: 20 Orig. Iss. Date: 03/02/2022 Expir. Date: 02/28/2026 Primary Owner:

809 MARKET ST, COLUSA, CA 95932

EASTERN MONTGOMERY INC Premises Addr.: Census Tract: 0005.00 Business Name: JACKPOT FOOD MART Geo Code:

0601

License Number: 646999

Status: ACTIVE License Type: 20 Orig. Iss. Date: 07/05/2023 Expir. Date: 06/30/2025 Primary Owner:

11 MARKET ST, COLUSA, CA 95932-2930

GILL FAMILY INVESTMENTS LLC Premises Addr.: Census Tract: 0005.00 Business Name: KWIK STOP Geo Code: 0601

Item 6.

License Number: 629360

Status: ACTIVE License Type: 20 Orig. Iss. Date: 12/28/2021 Expir. Date: 11/30/2025 Primary Owner:

624 FREMONT ST, COLUSA, CA 95932-2537

MERCADO HERNANDEZ, EDGAR Premises Addr.: Census Tract: 0005.00 Business Name:

MERCADOS MEAT MARKET #2 Geo Code:0601

License Number: 654819

Status: ACTIVE License Type: 20 Orig. Iss. Date: 02/29/2024 Expir. Date: 01/31/2026 Primary Owner:

751 FREMONT ST, COLUSA, CA 95932-2318

CARNICERIA LAS REINAS CORPORATION Premises Addr.:Census Tract: 0005.00 Business Name: Geo Code:0601



State of California

BUSINESS AND PROFESSIONS CODE

Section 23958.4

- 23958.4. (a) For purposes of Section 23958, "undue concentration" means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:
- (1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.
- (2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.
- (3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.
 - (b) Notwithstanding Section 23958, the department may issue a license as follows:
- (1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer's license, or a winegrower's license, if the applicant shows that public convenience or necessity would be served by the issuance.
- (2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

- (1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.
- (2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.
- (3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.
- (4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Demographic Research Unit of the Department of Finance.
 - (5) "Retail licenses" shall include the following:
- (A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).
- (B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).
- (6) A "premises-to-premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.
- (d) For purposes of this section, the number of retail licenses in the county shall be established by the department on an annual basis.
- (e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued before April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.
- (f) This section shall not apply if the premises have been licensed and operated with the same type license within 90 days of the application.

(Amended by Stats. 2019, Ch. 29, Sec. 46. (SB 82) Effective June 27, 2019.)



City of Colusa California

STAFF REPORT

DATE: April 15, 2025

TO: Mayor and Members of the City Council

FROM: Jesse Cain, City Manager

AGENDA ITEM:

Consideration of a Resolution authorizing the City Manager to sign the Lease Agreement with Glanris, Colusa LLC for 37,000 square feet at 1480 Will S Green Avenue, the former Pirelli Building which is now called the Colusa Bio Innovation Center.

Recommendation: Council to adopt the Resolution authorizing the City Manager to execute the Lease Agreement.

BACKGROUND ANALYSIS:

The City of Colusa entered into an Electric Power Purchase (PPA) Agreement with Glanris Colusa LLC, in December 2023. They are now at a point to begin this summer on building out the project. As you can see by the date of the PPA, this has been a project that has been developing over the last couple of years. Two years ago, Ryan, Denise and I went out to Olive Branch, Mississippi to tour their current operations to see what they would be bringing to Colusa. This project will create new high-paying jobs for Colusa and become an asset for the City of Colusa.

We currently have three leases for the Bio Innovation Center that are completed or in progress. This fourth lease will complete and fill all of the square footage in the building, excluding the office space. Glanris is leasing 37,000 square feet at \$.45 per square foot. This is an average price for this type of industrial building. The lease is for twenty years, with a cost-of-living built into the lease agreement.

As an attachment, I have included a bid proposal on the work that needs to be completed to the building in order for this project to be installed. I am still working on what would be the City's portion. Based on the bid proposal, our costs would be around \$275,000. Glanris will construct and pay for the City's improvements that are required by law as part of their tenant improvements. As stated in the lease, they will be deducting the costs of the City's improvements from the monthly lease payment.

BUDGET IMPACT: STAFF RECOMMENDATION:

Approve Resolution 25-Lease Agreement Bid Proposal

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE LEASE AGREEMENT WITH GLANRIS COUSA LLC

WHEREAS, on April 15, 2025, the City of Colusa City Council considered a lease agreement for 37,500 square feet of the Colusa Bio Innovation Center Building located at 1480 Will S Green Avenue with Glanris Colusa LLC for a twenty-year term with two five-year extensions;

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

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and made part of this Resolution.
- 2. <u>Approval.</u> The City of Colusa City Council approves this Resolution, and the lease attached hereto as Exhibit A and further authorizes the City Manager to sign the lease agreement with Glanris Colusa LLC.
- 3. <u>Effective Date</u>. This Resolution shall be effective immediately.

Passed and adopted this fifteenth of April 2025 by the following vote:

Shelly Kittle, City Clerk

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

AYES:
NOES:
ABSENT:
ABSTAIN:

RYAN CODORNIZ, MAYOR

ATTEST

COMMERCIAL SPACE LEASE LOCATED AT 1480 WILL S. GREEN AVENUE, COLUSA, CALIFORNIA

THIS LEASE OF REAL PROPERTY ("Lease"), dated as of the latter of the Parties' signatures herein, is made and entered into by and between the City of Colusa, a Municipal Corporation ("Landlord"), and Glanris Colusa, LLC, a Tennessee Company ("Tenant"). Each of Landlord and Tenant shall be described herein from time to time as a "Party," and collectively as the "Parties."

1. Recitals.

This Lease is entered into based upon the following facts, circumstances and understandings:

- 1.1. City of Colusa, ("Landlord") is the owner of that certain parcel of improved real property of approximately forty-eight (48) acres in size and located at 1480 Will S. Green Avenue, Colusa, CA, (such parcel, together with all improvements thereon, and all appurtenant rights and easements, the "Property") attached hereto and incorporated herein by this reference.
- 2. Grant and Acceptance of Lease. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease to Tenant and Tenant hereby leases and takes from the Landlord the property described in in section 3 below and depicted in Exhibit "A" attached hereto, for Tenant's proposed use, subject to the following terms and conditions for the Term.

3. Leased Area.

- 3.1. Premises. Landlord leases to Tenant and Tenant leases from Landlord the premises described as a portion of the building located at 1480 Will S. Green Avenue, Colusa, CA 95932 consisting of 37,000 square feet of interior space as depicted on the attached Exhibit A (including exterior space).
- **3.2.** Condition of Property. Tenant acknowledges that Landlord has made no representation or warranty regarding the condition of the Property except as specifically stated in this Lease.
- **3.3.** Condition of Premises: Tenant has examined the Premises and acknowledges that Premise is as is, in operative condition, and suitable for occupancy by Tenant.
- **3.4.** Zoning And Land Use: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant

has made its own investigation regarding all applicable Laws.

4. Term; Commencement Date.

- **4.1.** The provisions of this Lease are effective as of the Commencement Date.
- **4.2.** Duration of Term: Twenty (20) years with two five (5) year extensions from the Commencement Date, subject to Term extensions as set forth in Section 4.4 below.
- **4.3.** Commencement Date: The Commencement Date of this Lease is the date Glanris Colusa, LLC closes its financing, or June 1, 2025 whichever occurs soonest.
- 4.4. Lease Term Expiration Date: The lease Term shall expire at 5:00 pm Pacific Time on May 31, 2045. Tenant will have the option to renew lease two times under the conditions described in Section 5. Intention to renew shall be given in writing six (6) months before the end of the lease term. Any holding over after the term of this agreement expires, which requires Landlord's consent, shall create a month-to-month tenancy and may revert to market rate, at the sole discretion of Landlord. Either party may terminate the hold over tenancy by giving written notice to the other at least thirty (30) days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

5. Rent.

- **5.1.** Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except the security deposit.
- **5.2.**Tenant agrees to pay Rent in the amount of \$0.45 per square foot. Rent shall be due on the 1st of every month. Rent shall increase annually by the CIP and not to exceed 6% annually.
- **5.3.** The Parties agree that any tenant improvements that the Tenant performs on the City's behalf shall be deducted from any monthly lease payment. Exhibit C represents the initial proposal of improvement costs for rental deductions.
- **5.4.** Payment: Rent shall be paid to City of Colusa, 425 Webster St., Colusa, CA 95932, or at any other location specified by Landlord in writing to Tenant.
- 6. Late Charge; Interest; NSF Checks: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received

by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$5,000 as late charge, plus 10% interest per annum on the delinquent amount and \$5,000 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 5 or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

7. Permitted Uses.

- **7.1.** The Premises are for the sole use as commercial and industrial uses. Hours of operation may include 3 shifts for 24 hours per day of continuous operation.
- **7.2.** No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost.
- **7.3.** Tenant will comply with all Laws affecting its use of the Premises.
- **7.4.** Tenant shall be restricted from any access to or utilization of the groundwater under the Property for any purpose.
- 7.5. Ongoing Access to Property. During the Term of this Lease, Tenant grants Owner and Landlord the right of access, without escort and without prior notice to Tenant, to, over, under and across the Property (including, if necessary, the existing building on the Property and any other improvements that may be constructed on the Property) and the Premises for its employees and agents during normal business hours, at no charge to Owner or Landlord as necessary or desirable for Owner to conduct its environmental investigation, monitoring and remediation activities. Such grant of access shall allow Owner and Landlord to engage in any and all activities related to its environmental investigation, monitoring and remediation activities, including, but not limited to, drilling soil borings, installing groundwater monitoring wells, excavating contaminated soils, installing engineering control and remediation systems, including, by way of example only, soil or pavement covers and groundwater extraction. In exercising its use of the Property and Premises herein, Owner and Landlord agree to cooperate with any reasonable security or access control procedures utilized by Tenant and further agrees not to unduly disturb or interfere with the business or other activities of Tenants engaged in industrial uses and operations within the building.

8. Tenant's Work, Maintenance, Repairs and Restoration.

- **8.1.** Tenant may undertake all necessary tenant improvements and install, place, use, modify, operate and remove on the Premises furniture, trade fixtures and related equipment ("FF&E") as Tenant deems necessary for its business operations at the Premises.
- **8.2.** Any improvements made by Tenant, and all demolition, construction and installation work at the Premises, shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner, and in compliance with all applicable codes and governmental regulations and be deducted from rental payments as in 5.3.
- 8.3. Tenant shall provide prior written notice to Landlord at least five (5) business days before undertaking any demolition, construction, improvements, installation of signage, or change out of locks or security systems. Notwithstanding anything in this section to the contrary, no portion of the existing building or other improvements on the Property may be demolished, nor any alterations to the Building structure, roof, HVAC system or electrical or plumbing systems, be made, without Landlord's prior written consent in each instance, which consent may not be unreasonably withheld, and which consent shall be given or denied within five (5) business days from receipt of written request thereof from the Tenant or its agents or representatives. If no response is given by Landlord within such 5 business day period, such consent will be deemed given.
- 8.4. Tenant shall maintain the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations, including and any and all security lighting or appliances installed. Landlord will maintain, or to make repairs or replacements to, the primary building shell consisting of the exterior walls, except as specifically modified by Tenant's improvements, foundation, and the roof, primary electrical feed to Tenant's main power panel, or primary building water and wastewater systems or any other component thereof. Tenant acknowledges and agrees that all improvements done by Tenant to facilitate Tenant's operations and not within Landlord's responsibility as stated in this section, shall be at the sole cost and expense of Tenant both for initial improvements and ongoing maintenance and repair during the Term of this Lease. Any and all roof penetrations shall require Landlord's express written consent and supervision, or at Landlord's option, Landlord shall utilize Landlord's preferred contractor for roofing repairs necessary for Tenant's equipment, and will invoice such costs to Tenant, which invoice shall be due and payable within 10 business days of receipt.
- **8.5.**Tenant, at Tenant's expense, shall be required to make all repairs to the Premises due to damage caused by Tenant, its agents or contractors.
- **8.6.** Upon the expiration, cancellation or termination of this Lease, Tenant shall surrender the Premises, together with all improvements and alterations, but not FF&E, installed during the Term by Tenant, in good condition and repair, less ordinary wear and tear and

casualty not caused by Tenant, its agents or contactors. Tenant shall not permit or suffer any mechanic's or materialmen's liens to be lodged against the Property or Premises and will defend, indemnify and hold harmless Landlord from and against all claims, liabilities, costs and expenses associated with any such liens. Further, Tenant and any applicable subtenant will post notices of non-responsibility or local equivalent with respect to any work performed on the Property or Premises indicating that the applicable work is being done by or under Tenant and that Landlord does not consent to the fee interest in the Property being subject to any liens or claims of lien.

8.7.If Tenant or its sublessees intend to excavate soils on the Property and relocate those excavated soils either elsewhere on the Property or to an off-site location, Tenant shall give Landlord at least thirty (30) days' notice prior to such excavation and cooperate with reasonable requests of Landlord in connection with the management of such soils.

9. Title to Tenant's Facilities.

- 9.1. Title to FF&E placed on the Premises by Tenant shall be held by and remain with Tenant. All FF&E (as opposed to improvements, alterations and fixtures constituting real property under applicable law) shall remain the property of Tenant and are not fixtures. Tenant, or any other lawful tenants or occupants of the Property, have the right to remove all FF&E at their sole expense on or before the expiration or termination of this Lease.
- **9.2.** Any such FF&E not removed by the expiration of the Term shall be deemed abandoned and Landlord may dispose of the same or arrange for its storage at Tenant's cost.
- 9.3. Landlord acknowledges that Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of FF&E (the "Collateral") with a third-party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Landlord (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved FF&E; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.
- 10. Signs. Tenant signage will be in compliance with all applicable City codes and will be located and/or installed in the areas depicted on Exhibit B and/or Exhibit C. Tenant will be responsible for maintenance of all Tenant installed signage. Signs shall be maintained in a manner so their appearance is in a substantially new condition, and shall not be allowed to fade or deteriorate in appearance. All Tenant signage must be removed within 30 days of termination or expiration of this Lease. If Tenant signage is not removed within the 30 day time period, City may remove or cause the signage to be removed and the cost of such removal shall be invoiced to Tenant for payment within 10 days of receipt of the invoice.

11. Tenant Environmental Law Compliance and Indemnity.

- 11.1. Tenant shall not create, collect, store except in reasonable quantities directly related to Tenant's operations and in compliance with all laws and regulations for said storage, treat, dispose of or cause to be released or otherwise discharged any Hazardous Materials on the Property except in such minute quantities as are found in everyday cleaning supplies in compliance with Environmental Laws (capitalized terms are defined in Section 12.5 below) and shall notify Landlord within forty eight (48) hours after discovering or being informed of the presence of any Hazardous Materials on the Property either in violation of Environmental Laws.
- Except to the extent caused by Landlord, or environmental conditions in the building or at the site existing prior to the occupancy by Tenant, before vacating the Property, Tenant shall clean up any releases of Hazardous Materials or environmental contamination by Hazardous Materials caused by Tenant occurring on or migrating from the Property during the Term of this Lease and located on, under, or adjacent to the Property, wherever located, in accordance with the requirements of all Environmental Laws and to Landlord's satisfaction and the Property shall remain in its cleaned-up condition through the time Tenant vacates the Property. Should Tenant not fulfill its obligations under this Section 13.2, Tenant shall reimburse Landlord for all such cleanup costs and shall indemnify Landlord for all such costs and all other Indemnified Losses under Section 13.3 of this Lease. Should any activities on the Property during the Term by Tenant or any of its agent, representative, successors, assigns or subtenants exacerbate or disrupt Landlord's ongoing environmental investigation, monitoring, and remediation activities at the Property, Tenant shall reimburse Landlord for any and all additional costs created by the activities of Tenant any subtenant, or any of their respective agents, contractors, employees, invitees, successors and/or assigns and shall indemnify Landlord for all such costs and all other Indemnified Losses under Section 13.3 of this Lease.
- 11.3. Notwithstanding any other provision of this Lease, Tenant agrees to and does hereby defend, indemnify and hold harmless Landlord, its directors, officers, shareholders, employees, representatives, agents, successors and assigns (each, an "Indemnified Party") from and against any and all Indemnified Losses (as defined in Section 13.5) below) (including strict liability), which may now or in the future (whether during or after the Term) be paid, incurred or suffered by or asserted against Landlord by any person or entity or Agencies for, with respect to, or as a direct or indirect result of, (a) acts or omissions of Tenant or any subtenant of the Tenant, and their respective agents, employees, directors, officers, shareholders, contractors, representatives, and/or invitees, on or in connection with the Property, (b) the spill, disposal or release of Hazardous Materials on, under, in or from the Property during the Term and not caused by Landlord or any of its employees, agents or contractors and (c) any and all breaches of the covenants, representations and warranties set forth in this Section 13. The covenants and indemnifications contained in this Section 13 shall survive the expiration

or other termination of this Lease.

11.4. In the event of any permitted sublease of the Property, or any part thereof, Tenant shall include the Tenant obligations set forth in this Section 13 in all permitted subleases.

11.5. Definitions.

"Agencies" means any federal, state, or local governmental authorities, agencies, or other administrative bodies with jurisdiction over Landlord or the Property.

"Corrective Work" shall mean the cleanup, removal, relocation, elimination, remediation, encapsulation, disposal at a licensed facility or any other treatment of Hazardous Materials of or from all or any portion of (i) the Property or any other property owned and/or leased by Landlord (necessary to maintain or bring the Property into compliance with Environmental Laws) and (ii) surrounding areas of the Property and/or any other property owned and/or leased by Landlord (necessary to maintain or bring the Property into compliance with Environmental Laws) and, to the extent thereby required, the reconstruction and rehabilitation of the Property or any other property owned and/or leased by Landlord performed by any person or entity, including, without limitation, Landlord, Tenant, any Indemnified Party, or any of their respective agents, contractors, subcontractors, employees and any governmental entity for any reason, including, without limitation, pursuant to any Environmental Laws. Corrective Work also includes all fees of consultants to investigate, identify, characterize, monitor and develop corrective action plans with respect to Hazardous Materials or any Corrective Work.

"Environmental Laws" means any federal, state, or local environmental, health, or safety-related laws, regulations, standards, court decisions, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, currently existing and as amended, enacted, issued, or adopted in the future that are or become applicable to Landlord or the Property.

"Hazardous Material" means any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination that is or may be hazardous to human health or to the safety of the environment due to its radioactivity, flammability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations that are now or become in the future listed, defined, or regulated in any manner by any Environmental Laws based upon, directly or indirectly, their properties or effects.

"Indemnified Losses" shall mean incurred and potential claims, damages, losses, liabilities, costs and expenses of Corrective Work, any other clean-up or response costs (which, without limitation, shall include costs to cause the Property to come into compliance with Environmental Laws), investigation costs (including fees of consultants, legal counsel and other experts in connection with any environmental investigation, testing, audits or studies), and any other incurred or potential obligations, penalties, fines, impositions, fees, levies, lien removal or bonding costs, claims, litigation, demands, causes of action (including, without limitation, any common law cause of action), liabilities, losses (including, without limitation, any reduction in the value of the Property), damages (expressly excluding any indirect or consequential damages), defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind and nature whatsoever (including, without limitation, attorneys' and experts' or other consultants' fees), including interest thereon.

14. Utilities.

- 14.1. Tenant Responsibility for Utilities. Tenant shall pay directly to the relevant utility all charges for electricity, waste collection, telephone and other communication services, utility deposits, and tap or connection charges for services requested. Tenant shall pay to the Landlord water fees and charges, in the amount of \$48.14 per month, sewer service charges, in the amount of \$99.73 per month: tap or connection charges for services requested, metering fees or other charges paid by City for Tenant. If any additional services requested by Tenant result in sewer service charges, tap or connection charges for services requested, metering fees or other charges, Tenant shall be responsible for paying such charges. Landlord shall have no responsibility for any interruption in utility services. Tenant agrees to promptly pay all charges and related expenses for such utilities as they become due, and all payments shall be made directly to the entity entitled to such payment. No interruption of utility service shall be construed as either a constructive or an actual eviction of Tenant, nor work by Tenant an abatement of Rent, nor relieve Tenant from fulfilling any covenant or condition of this Lease.
- 14.2. Landlord Responsibility for Utilities. Landlord will provide water and wastewater service to the site and building. Tenant will pay their fair share as set forth above.
- **15. Maintenance Expenses and Responsibilities**. Landlord will maintain the building shell and roof, and the parking lot and storage yard area, except those areas of the parking lot and storage yard area specifically leased to Tenant. Tenant shall maintain all interior areas of the leased premises, all tenant improvements installed by Tenant, and the fenced yard area.
- **16. Taxes.** Tenant shall pay personal property taxes assessed against FF&E, and shall pay when due all possessory interest taxes which may become due attributable to the Premises and this Lease. Tenant shall pay all taxes prior to delinquency; in the event that taxes become

delinquent, Tenant shall pay all interest and penalties due and owing. Landlord shall pay all real estate taxes and other taxes associated with the Property.

17. Fire or Other Casualty.

- 17.1. Notice and Election to Repair. In the event of a fire or other casualty at the Premises (including any casualty for which insurance coverage was not obtained or obtainable), Tenant shall immediately notify Landlord in writing. If, as a result of such fire or casualty, the Premises is damaged or destroyed, in whole or in part, so that Tenant is not able to use the Premises to substantially the same extent and for substantially the same purposes as Tenant used the Premises prior thereto, Landlord will notify Tenant in writing of Landlord's intent to either (i) terminate this Lease, or (ii) restore or replace the damaged or destroyed portion of the Premises to substantially the same condition that existed immediately prior to such damage or destruction. In the event that Landlord elects to repair the Premises and such repairs will take in excess of six months to complete, Tenant shall, within fifteen (15) calendar days after receipt of Landlord's election to repair, give Landlord written notice of either (i) Tenant's acceptance of Landlord's proposal or (ii) Tenant's election to terminate this Lease. In the event that Tenant fails to give notice of acceptance or rejection of Landlord's proposal within said 15-day period, Tenant shall be deemed to have accepted the proposal. Landlord's repair and restoration obligation shall be limited to insurance proceeds made available for such purpose and to returning the damaged portion of the Premises to the condition existing immediately prior to such damage.
- 17.2. Rental Abatement During Construction. If the Premises is to be repaired pursuant to Section 16.1, then, during such time as the Premises, or any portion thereof are being repaired, the Rent shall be proportionately abated as follows: the Rent for the period during which the Premises is being repaired shall be equal to the Rent multiplied by the ratio of (i) the net rentable area of the Premises that Tenant is able to use to substantially the same extent and for substantially the same purposes as Tenant used such space in the Premises prior to such damage or destruction to (ii) the total net rentable area of the Premises prior to such damage or destruction. If the decision is made to restore or replace the damaged or destroyed portions of the Premises, this Lease shall continue in full force and effect in accordance with the terms hereof, except for the Rent abatement referred to above (if applicable), and except that all other obligations of Tenant hereunder shall likewise be abated and that the Term shall be extended by a length of time equal to the period beginning on the date of such damage or destruction and ending upon completion of such restoration or replacement.
- 17.3. Repair of the Premises. If the Premises is to be repaired pursuant to Section 17.1, such restoration or replacement shall be made within a reasonable time, subject to delays arising from *force majeure*. A *force majeure* event shall be any event that prevents or delays Landlord or its agent, representative or contractor from punctually performing such repair due to any strike, lockout, labor dispute, inability to obtain

labor, materials or reasonable substitutes thereof, Acts of God, present or future governmental restrictions, regulations or control, fire or other casualty, insurrection, war, terrorism, or sabotage. Tenant shall turn over to Landlord any and all insurance received by Tenant and relating to the Premises (other than any proceeds relating to any leasehold improvements installed by Tenant that are not to be replaced by Landlord and any proceeds for interruption of Tenant's business). Landlord shall carry out or cause to be carried out the repair of the Premises with Tenant to coordinate the installation, at Tenant's expense, of any leasehold improvements desired by Tenant and acceptable to Landlord.

- 17.4. Termination Following Casualty. If Landlord terminates this Lease pursuant to Section 17.1, this Lease shall terminate on the last day of the month next following the date the notice of termination is delivered under Section 17.1. If Tenant elects to terminate this Lease by rejecting Landlord's proposal to repair the Premises this Lease shall terminate upon Landlord's receipt of such notice. In the event that this Lease is terminated pursuant to Section 17.1, by either Landlord or Tenant, Tenant shall surrender the Premises to Landlord in the then current condition thereof, Landlord shall be entitled to any and all insurance proceeds covering the Premises, and each of Landlord and Tenant agrees, upon the request of the other to execute a full release of this Lease effective as of the date of termination of the Lease under this Section 17.4, except as to provisions which are expressly or otherwise intended to survive termination. All Rent hereunder shall cease as of the date of termination of this Lease.
- **18.** <u>Default by Tenant</u>. Each of the following shall be deemed an "<u>Event of Default</u>" by Tenant hereunder and a material breach of this Lease:
 - 18.1. Tenant shall fail to pay any installment of Rent or any other sums owed to Landlord when due;
 - 18.2. Tenant shall fail to materially keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of Rent, and Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) calendar days after Tenant shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;
 - 18.3. Tenant shall vacate or abandon the Premises; or
 - 18.4. Tenant or any other party shall file a petition naming Tenant as debtor in any bankruptcy or other insolvency proceeding or shall file for the appointment of a liquidator or receiver for all or substantially all of Tenant's Premises or for Tenant's interest in this Lease or Tenant shall admit in writing its inability to meet its obligations as they become due or make an assignment for the benefit of its creditors.

19. Landlord's Remedies.

- 19.1. If an Event of Default occurs under this Lease, Landlord shall be entitled to any and all remedies permitted by California Civil Code Sections 1951.2 and 1951.4, as those sections may be amended or renumbered from time to time. Those remedies are specifically set forth in subsections 19.2 and 19.3 below, and the parties agree that such remedies are not exclusive, and are cumulative in addition to any remedies now or later allowed by law.
- 19.2. If Tenant breaches this Lease and abandons the Premises before the end of the Term, or if Landlord terminates Tenant's right to possession due to an Event of Default, this Lease shall terminate and Landlord shall be entitled to recover from Tenant:
- (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination;
- (ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (iii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and
- (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom.

For purposes of this Lease, "worth at the time of the award" shall have the meaning specified in California Civil Code Section 1951.2(b). Landlord shall be under no obligation to attempt to mitigate damages caused by any breach by Tenant of the Lease, however any efforts by Landlord to mitigate the damages caused by Tenant's breach of this Lease do not waive Landlord's right to recover damages as set forth herein. Termination of this Lease pursuant to this section shall not affect Landlord's rights to indemnification as specified in this Lease.

19.3. Notwithstanding any Event of Default by Tenant or abandonment of the Premises, Landlord may elect to continue this Lease in effect and enforce all of Landlord's rights and remedies hereunder, including without limitation the right to collect rent as it becomes due, unless and until Landlord elects to terminate this Lease. During the period that Tenant is in default, Landlord may enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including without limitation brokers' commissions, expenses of remodeling the

Premises required by the reletting and like costs. Reletting may be for a period shorter or longer than the remainder of the Term. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from reletting after deduction of the costs specified above that remain due and unpaid to Landlord by Tenant. No act by Landlord allowed by this subsection shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default, and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease subject to the provisions of this Lease but Tenant shall not be released from liability.

- 19.4. Tenant acknowledges that late payment by Tenant of Rent or any other amount hereunder will cause Landlord to incur damages not contemplated by this Lease and in an amount that is difficult to determine. Accordingly, in the event any installment of Rent is not received on the date the same is due hereunder, Tenant agrees to pay to Landlord a late fee consistent with Section 7 above.
- 19.5. All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at Tenant's sole cost and expense and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to cure any default and such failure shall continue for thirty (30) days after notice thereof by Landlord, then Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations, make any such payment or perform any such act on Tenant's part. All sums so paid by Landlord and all costs incurred by Landlord in taking such action shall be deemed additional Rent hereunder and shall be paid to Landlord on demand, and Landlord shall have (in addition to all other rights and remedies of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

20. Termination.

- 20.1. This Lease may be terminated without further liability on thirty (30) days prior written notice by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default.
- 20.2. Tenant shall have the option to request early termination of this Lease should there be a statewide or nationwide economic downturn event(s) that materially and substantially alters Tenant's ability to continue in business. Upon presentation of substantial evidence of such economic impairment presented to the City Council, the City Council will consider the evidence and make the decision to grant early termination of the Lease. The decision by the City Council to grant early termination of the Lease for economic hardship shall not be unreasonably denied.

- 20.3. Other than as stated herein, Landlord and Tenant shall not have the right to terminate, revoke or cancel this Lease. If termination of the Lease occurs pursuant to subsection 20.1 of this Lease, Tenant shall immediately discontinue use of the Premises by Tenant and all subtenants.
 - 20.4. Force Majeure If and to the extent that a Party's performance of any of its obligations pursuant to this agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, pandemic or epidemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, restrictive governmental laws or regulations, change in economic conditions, or any other similar cause beyond the reasonable control of such party (each a 'Force Majeure Event'), the electricity non-performing, hindered or delayed Party shall be excused for such non-performance, hinderance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. During the Force Majeure Event, the non-performing party shall not be in default of any provisions of this Agreement and this Agreement does not exclude rent abatement during such Force majeure Event.
 - **21. Destruction of Property.** If the Property is destroyed by natural disaster or by any party other than the Tenant, Tenant may elect to terminate this Lease pursuant to section 16.1 of this Lease, except that no early termination payment shall be paid by Tenant to Landlord.
 - 22. Condemnation. If a condemning authority takes all of the Property, or a portion which in Tenant's sole discretion is sufficient to render the Premises unsuitable for Tenant's ongoing operation, then this Lease shall terminate without further liability of Tenant as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

23. Insurance.

- 23.1. At all times during the term of this Lease, Tenant shall purchase and maintain, at its sole expense, insurance as described below:
 - 23.1.1.1. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
 - 23.1.1.2. Commercial Automobile Liability Insurance to cover all owned, hired and non-owned automobiles owned or operated by Tenant providing a minimum combined single limit of One Million Dollars (\$1,000,000.00) per accident.
 - 23.1.1.3. Workers Compensation Insurance as required by the Labor Code of

the state of California. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.

- 23.1.1.4. Employer's Liability Insurance in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence.
- 23.2. Evidence of required insurance shall be submitted prior to the execution of this Lease. If Tenant fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach. Landlord may give notice to Tenant to reinstate or acquire the affected insurance. Should Tenant fail to reinstate or acquire the affected insurance within five (5) days of Landlord's notice to reinstate or acquire such insurance, Landlord may either terminate this Lease, reinstate or acquire the affected insurance, and Tenant shall reimburse Landlord for the necessary cost at Landlord's option,
- 23.3. If Tenant maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Landlord requires and shall be entitled to the broader coverage and/or higher limits maintained by Tenant or their contractors, subcontractors, or agents. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.
- 23.4. Landlord, at Landlord's sole cost and expense, shall procure and maintain on the Landlord's Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of Landlord's Property.
- 23.5. Landlord, officers, employees, and agents shall be named as an additional insured on Tenant's Commercial General Liability and Automobile Liability policies. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance, and each party shall require such insurance policies to contain a waiver of recovery against the other.
- 23.6. During the Term of the Lease, Landlord shall keep the Premises (to the extent improved as of the date of this Lease) insured against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy for not less than one hundred percent (100%) of the replacement cost thereof. Tenant shall maintain insurance on the FF&E and any leasehold improvements constructed by or under the Tenant during the Term of the Lease against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy in amounts not less than one hundred percent (100%) of the replacement cost thereof.

- 23.7. Any insurance required to be maintained by Landlord under this Lease may contain such deductibles and self-insured retentions as Landlord and its affiliates customarily maintain under their enterprise-wide insurance and risk management programs. Further, such insurance may be maintained in the form of blanket policies covering multiple locations.
- 24. Assignments or Transfers. Tenant intends to use the Premises for industrial, research and storage purposes and is expressly prohibited from subleasing the Premises for any use without obtaining Landlord's consent as to individual tenants, which consent may be withheld in Landlord's sole discretion, subject to the use restrictions of the Premises enumerated above and to the limitations set forth in Section 8 above. Tenant shall not assign or transfer this Lease to any other person or entity without the express written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Notwithstanding anything to the contrary contained in this Lease, Tenant may (with Landlord's consent, not to be unreasonably withheld) assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to grant funds, letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

25. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

- 25.1. So long as Tenant is not in default under this Lease, Tenant shall be entitled to quiet enjoyment of the Premises during the term of this Lease or any renewal term, and Tenant shall not be unduly disturbed in its occupancy and use of the Premises or the exercise of its rights and privileges as granted herein, subject to the rights of Landlord to access the Premises stated herein.
- 25.2. This Lease and each and every deed of trust, mortgage or other security instrument which may now or hereafter affect the Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such lease, Tenant shall execute and deliver promptly any commercially reasonable certificate of Landlord may reasonably request, provided that such certificate acknowledges that this Lease remains in full force and effect, recognizes Tenant's right to non-disturbance and quiet enjoyment of the Premises so long as Tenant is not in default under this Lease, only contains true and accurate statements and Tenant's liability shall be capped at the remaining Rent under this Lease. If any mortgagee or lender succeeds to Landlord's interest in the Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Tenant shall attorn to and recognize such successor as Landlord under this Lease provided such party similarly agrees not to disturb Tenant's occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

25.3. At any time upon not less than ten (10) days' prior written notice by Tenant, Landlord shall execute, acknowledge and deliver to Tenant or any other party specified by Tenant, a statement in writing certifying that this Lease is in full force and effect, if true, and the status of any continuing defaults under this Lease.

26. Indemnification.

- 26.1. Tenant's Indemnity. Tenant hereby agrees to defend, indemnify and hold Landlord and Landlord's directors, partners, shareholders, officials, officers, and employees free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses including attorney's fees and costs of court, and injuries, including personal injuries or death to the extent caused by Tenant's, or of Tenant's tenants, negligent occupation, use, operation, maintenance or repair of the Premises and FF&E at the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's Indemnities.
 - 25.1.1 As stated in section 3 above, Tenant accepts the condition of the Property and Premises as is, and accordingly Tenant agrees to defend, indemnify and hold Landlord and Landlord's officials, officers, and employees free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses including attorney's fees and costs of court, and injuries, related to claims based on the Americans with Disabilities Act or lack of accessible features in and on the Landlord's Property.
- 25.2 Landlord's Indemnity. Except as expressly stated in subsection (b) above, Landlord hereby agrees to defend, indemnify and hold Tenant and Tenant's elected and appointed officials, officers, employees, agents, contractors or subcontractors free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, reasonable out-of-pocket costs and expenses (including reasonable external attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Landlord's negligent use, operation, maintenance or repair of improvements on Landlord's Property, the use of Landlord's Property by other tenants, contractors or lessees of Landlord, any violation of governmental regulations relating to the Property, except to the extent caused by the negligence or willful misconduct of Tenant or Tenant's officials, officers, employees, agents, contractors or subcontractors.
- 25.3 Special Damages. Notwithstanding any other provision of this Lease, neither Party shall be liable to the other for consequential damages, damages for lost income and profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.
- 25.4 Survival of Indemnity Provisions. The indemnity provisions of this Section 25 shall

survive the expiration, cancellation or expiration of this Lease for the length of the applicable statute of limitations term during which a claim may be filed plus 30 days, and any claims for indemnification under this Section 25 shall be brought within that period.

- **Rules and Regulations**. Tenant must comply with the rules, and any reasonable amendments or additions to those rules, promulgated by Landlord from time to time for the safety, care, and cleanliness of the Premises, Building, and Real Property or for the preservation of good order (Rules and Regulations) as long as:
 - 26.1 The Rules and Regulations do not require Tenant to pay additional Rent;
 - 26.2 No amendment or addition to the Rules and Regulations is binding on Tenant until the tenth (10th) business day after Tenant receives written notice of the change, and no amendment or addition applies retroactively; and
 - 26.3 The Rules and Regulations do not take precedence over the specific terms and conditions of this Lease.

Landlord agrees not to enforce the Rules and Regulations in a manner that discriminates against Tenant. If Landlord acts reasonably, in good faith, and in a nondiscriminatory manner in enforcing the Rules and Regulations, Landlord will not be responsible to Tenant for the failure of any other tenants or occupants of the Property to comply with the Rules and Regulations.

Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or by reliable overnight delivery service with a copy delivered by facsimile to the address of the respective parties set forth below:

Landlord:

City of Colusa Attention: City Manager 425 Webster Street Colusa, California

With a copy to: Ryan R. Jones, City Attorney 6349 Auburn Blvd. Citrus Heights, CA 95621 Telephone: (916) 771-0635

Page 17 of 24

_		
	2	n+.
	110	nt:

Bryan M Eagle III CEO Glanris, INC

Landlord or Tenant may from time to time designate any other addresses and addresses for notices or deliveries by written notice to the other party.

27. Bankruptcy.

- 27.1 Landlord and Tenant hereby expressly agree and acknowledge that it is the intention of both parties that in the event during the term of this Lease, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §101, et seq., ("Code"), this Lease is and shall be treated as an unexpired lease of nonresidential real property for purposes of §365 of the Code, 11 U.S.C. §365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said §365 (as may be amended).
- 27.2 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC §§ 101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

28 Miscellaneous.

28.1 CASp Inspection. The Premises have not undergone inspection by a Certified Access Specialist (CASp) (as defined in California Civil Code §1938). [change this section if CASp inspection done.

- 28.1.1 A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant. The parties will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.
- 28.1.2 Nothing herein will relieve Tenant's compliance obligations as to the Premises as set forth in Section 8 above.
- 28.2 Severability. If any provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease to retain the economic effect of the invalid or unenforceable provisions.
- 28.3 Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease have full power and authority, to execute and deliver this Lease, and that this Lease constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- 28.4 Waivers. No provision of this Lease shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease.
- 28.5 Governing Law, Courts. This Lease shall be governed by and construed in accordance with the laws of the State of California. Sole venue for any legal claim arising hereunder shall be in the Superior Court of the State of California in Colusa County at the courthouse or in the court district closest to the Property.

- 28.6 Attorneys' Fees and Costs. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs as may be awarded by the court.
- 28.7 Survival. Terms, conditions, obligations, and indemnifications of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.
- 28.8 Memorandum of Lease. Landlord acknowledges that a Memorandum of Lease substantially in the form annexed hereto as Exhibit C will be recorded by Landlord in the Official Records of the County of Colusa, California.
- 28.9 Entire Agreement; Amendments. This Lease constitutes the entire agreement and understanding between the parties regarding Tenant's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by duly authorized representatives of both parties.
- 28.10 No Presumptions Regarding Preparation of Lease. The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease.
- 28.11 Interpretation.
 - 28.11.1 Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
 - 28.11.2 The headings in this Lease are for reference only and are not incorporated in any term herein.
- 28.12 No Personal Liability of Officials and Employees of either Party. No elected official, officer, employee, agent, or volunteer of either Party shall be personally liable for any default or liability whatsoever under this Lease, except in instances of criminal negligence.
- 28.13 Public Document. Tenant is a municipal corporation under the laws of the State of

California. Landlord and Tenant acknowledge that this Lease is subject to public disclosure as specified by California Government Code § 6250 *et seq.*, and is a "public record" within the meaning of California Government Code§ 6252(e).

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease is effective as of the date first above written.

CITY OF COLUSA,
a political subdivision of the State of California
Jesse Cain, City Manager City of Colusa
Approved as to Form:
Ryan R. Jones, City Attorney
Attest:
Shelly Kittle, City Clerk, City of Colusa
TENANT: Glanris, Inc
Ву:
Name: Bryan M Eagle III

EXHIBIT A DEPICTION OF LEASED BUILDING AREA



Page **22** of **24**

EXHIBIT B MEMORANDUM OF LEASE

This is a Memorandum of Lease ("Memorandum") made and entered into as of this day of, 2025, by and between the CITY OF COLUSA, a political	al
subdivision of the State of California (" Landlord "), and Glanris Colusa, LLC, a Tennesse Company (" Tenant "), upon the following terms:	
Lease. The provisions set forth in a written lease between the parties hereto dated ("Lease"), are hereby incorporated by reference into this Memorandum.	
2. Subject Property. The Property which is the subject of the Lease is more particularly described and depicted as on Exhibit A, attached hereto.	
3. Subject Premises. The Premises which is the subject of the Lease is more particularly described and depicted as on Exhibit B, attached hereto.	
4. Commencement Date of Lease. The Lease shall be deemed to have commenced, 2025 as set forth within the terms of the Lease.	
5. Term. The Term of the Lease shall be twenty years with two five year extensions from Commencement Date as stated in the written Lease. The initial term shall commence on date hereof and terminate on _May 31, 2025	

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization on the dates herein acknowledged.

By:		
	Jesse Cain City Manager	•
Titlo.	Oity Managor	ı
TENAN Glanris		
By:		
Name:	Bryan Eagle I	Ш

CITY OF COLUSA:



CA Contractors Lic# 1005975

1023 Main Street. Colusa, CA 95932 530-458-2299 office - 530-458-2238 fax www.absbuildersinc.com

BID PROPOSAL			
SUBMITTED BY:	Amy Schmidt amy@absbuildersinc.com 530-312-9377 cell	Bill Schmidt bs@absbuildersinc.c 530-383-3891 cell	<u>com</u>
CUSTOMER:	Glanris	DATE:	01/10/2025
CONTACT:	Jason Inoff jinoff@glanris.com	VALID THROUGH:	02/10/2025
PROJECT NAME & LOCATION:	Pirelli Plant Improvements Colusa, CA		
PROJECT SCOPE:		·	

Labor and equipment to demolish and dispose of the faraday cage, press brake and grating, catwalks, and unused overhead piping to allow for room for installation of kilns.

Estimate: \$90,000

Total: \$665,000.00

Labor, materials, and equipment to remodel 10' X 30' office complex which includes second story offices, one bathroom, one breakroom, and one storage room. Scope includes replacement of lights and plugs, flooring, plumbing and fixtures, paint, doors, ADA accessories, and signage. Pricing estimate \$160,000

Electrical scope will include one new electrical panel on the west side of the facility leased area, new overhead lighting, and conduit/power to kilns and conveyors. Pricing estimate: \$255,000

Approx 100' of new ¾" galvanized steel pipe for water to kiln skids. Pricing estimate: \$19,000

Roof framing, curb, and ventilation stacks for kiln exhaust. Pricing estimate: \$48,000

Clean existing 12" X 12" X 220' concrete troughs, dowel into existing concrete sides, and pour new concrete. Pricing estimate \$24,000.

New 25' X 45' X 20' roof only metal building structure with a 6" concrete slab with #4 rebar 18" on center. Pricing estimate \$69,000

Daily rate for Superintendent \$1,250 per day. (No half rate)

Sign to accept bid proposal and contra	ct terms:	
Signature	Printed Name/Title	Date

ABS BUILDERS, INC. BID PROPOSAL & CONTRACT TERMS Page 2 of 4

Standard Clarifications & Exclusions

- Pricing subject to change upon final engineered plans or specification. Any permit requirements by the City of Colusa excluded.
- Foundation engineering can change the dimensions and size of footings and foundations. Prices contained within are sizes general in nature. Should engineered data required a change from the quoted dimensions we reserve the right to change pricing to reflect changes via contract change order.
- Pricing excludes cranes or scaffolding.
- Permit to be obtained by owner. Pricing excludes any a-typical requirements by local agency within permitting process.
- Excludes utilities (capping, removing, or other), permits, testing, inspections, certified welding, or special testing.
- Excludes any additional labor costs for off hours work or holidays, overtime, special insurance in excess of our standard insurance.
- Excludes any other parts that are not listed.
- Excludes temporary power.
- · All engineering.

CONTRACT TERMS

Article 1. Time of Completion. Contractor shall commence work hereunder upon receipt of written notice to proceed and issuance of valid permit from Owner and shall provide the project schedule of working days projected at that time. A working day is defined as any day except Saturdays, Sundays, and legal holidays and except days on which the Contractor is prevented by conditions beyond his control or by inclement weather (including extreme heat) or conditions resulting therefrom, adverse to current controlling operation(s), from proceeding with at least 90 percent of the normal labor and equipment force required for such operation(s). At the option of the Contractor, this agreement shall be void unless notice to proceed is received within ten (10) working days following execution of the agreement by Owner.

Article 2. The Contract Price. The owner shall pay the contractor, as full compensation for all the work performed under this proposal and construction contract the sum outlined in the "Contract Proposal" subject to additions and deductions pursuant to authorized change orders.

Article 3. Payments. Contractor payments are due on receipt of invoice and will be subject to finance charges and additional fees if payment is not received within 30 days. Invoices will be issued monthly and billed on a percentage completion basis in accordance with the schedule of values.

ABS BUILDERS, INC. BID PROPOSAL & CONTRACT TERMS Page 3 of 4

Article 4. General Provisions.

Any alteration or deviation from the prescribed work, including but not limited to any such alteration or deviation involving additional material, equipment, and/or labor costs, will be executed only upon a written order for the same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of thirty (30) days from the due date of the payment shall be deemed a material breach of this contract. In addition, the following general provisions apply:

- 1. All work shall be completed in a workmanship-like manner and in compliance with all-applicable laws, ordinances, statutes, rules, and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government and particularly those regulations relating to hours and working conditions
- 2. Contractor shall have the right to subcontract any portion of the work hereunder, and all work performed by subcontractors shall be subject to all the applicable terms and conditions of the contract documents.
- 3. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time next periodic payment shall be due.
- 4. Contractor is responsible for repairs or replacement from faulty materials and workmanship that appear within the period of one (1) year from the date of completion of work under this contract. Any owner adjustments or alterations to construction workmanship will void this warranty and contractor's responsibility. Warranty does not include any failures or operations defects caused by lack of manufacturer required maintenance or self-performed maintenance for components including moving doors such as Bifold or hydraulic doors.
- 5. Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments arising from or out of any negligence of Contractor, its agents, employees or subcontractors, in performing the work under this Contract.
- 6. Contractor shall maintain such insurance as will protect it from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this contract. A certificate of such insurance shall be filed with the owner if he so requests. ABS Builders, Inc. carries a standard \$1 million each occurrence and \$2 million aggregate Commercial General Liability Policy, Workers Compensation coverage, Auto Insurance, with additional insured endorsements. Any cost increases from required insurance beyond our standard insurance will be borne by the customer.
- 7. In the event sub-surface or latent physical conditions differ materially from those indicated in this Contract, or in the event there exist unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered in work of the character provided for in this Contract, Contractor shall advise Owner of the existence of such conditions and the parties shall equitably adjust the contract price to provide for any increase resulting from such condition.
- 8. Contractor shall not be held liable for any delay due to circumstances beyond its control, including, but not limited to, Acts of God, or of the public enemy, acts of any governmental agency, in either its sovereign or contractual capacity, fire, flood, epidemics, strikes, freight embargoes, inclement weather (including extreme heat), over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by Vendors or other Contractors.
- 9. Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the work done hereunder, the prevailing party shall be entitled to costs and reasonable attorneys' fees, which may be set by the court in the same action or in separate action brought for the purpose, in addition to any other relief to which he may be entitled.
- 10. Permits, inspection fees, soils tests, engineering, staking, fees for utility connections, and/or other such similar items required for the performance of work hereunder shall be the responsibility of the owner or will be managed by contractor in the form of a change order once the contract has been signed. Cost plus 25%.
- 11. Any notice required or permitted hereunder may be served personally on the duly authorized representative of the owner at the job site, or may be served by certified mail directly to the address of the party shown on this contract.

ABS BUILDERS, INC. BID PROPOSAL & CONTRACT TERMS Page 4 of 4

- 12. This agreement shall be binding upon and insure to the heirs, successors, and assigns of the parties hereto.
- 13. Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.
- 14. This Proposal and Construction Contract shall be void if Owner is unable to demonstrate to the satisfaction of the Contractor prior to commencement of work his or her ability to make payments for the work to be performed hereunder in the manner and at the times set forth herein.
- 15. If it becomes necessary for contractor to retain the services of any attorney to collect any monies pursuant to this Contract, Owner shall pay said fees in addition to any monies owed or any damages awarded.
- 16. It is understood and agreed that each provision of this contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the State of California and this contract shall be deemed to have been entered into at State of California, County of Colusa.

Article 6. Contract Documents. The contract documents shall consist of this Construction Contract and the Contract Proposal.

California Law requires the following statement to be included in a written contract when the contractor performs work as a prime contractor within the State of California to which the written contract applies: "Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P. O. Box 2600, Sacramento, California 95826."



City of Colusa California

STAFF REPORT

DATE: April 15, 2025

TO: Mayor and Members of the City Council

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

AGENDA ITEM:

Consideration of the Resolution approving the Fixed Assets Policy as the City Manager and City Staff recommended.

Recommendation: Council to approve the Fixed Asset Policy.

BACKGROUND ANALYSIS:

The State of California law does not mandate a specific fixed asset policy requirement; however, it is highly recommended to adopt a fixed asset policy for the city to be in compliance with the Generally Accepted Accounting Principles (GAAP), and Government Accounting Standard Board (GASB).

The fixed asset policy provides a framework for managing the city's capital assets, including acquisition, accounting, internal controls, and disposition.

The fixed assets policy was adopted in 2004-2005. The new policy has minor changes to the existing policy the changes are highlighted in yellow.

BUDGET IMPACT:

No. Budget Impact

STAFF RECOMMENDATION:

Approve Resolution 25-

ATTACHMENTS:

- Resolution
- New Fixed Asset Policy
- Old Asset Policy

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA ADOPTING THE FIXED ASSETS POLICY

WHEREAS, the City of Colusa, a Municipal Corporation, follows the General Accepted Accounting Principles (GAAP), and Government Accounting Standard Board (GASB) 34 to book the capital assets, and

WHEREAS, the City Council has reviewed the Financial Policy of Capital Assets.

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Colusa, after consideration and review of "Exhibit A" FY 2024-25 of a Fixed Asset Policy

- 1. <u>Recitals Made Findings</u>. The above recitals are hereby declared to be true and correct, and findings of the City Council of the City of Colusa.
- 2. Effective Date. This Resolution shall be effective immediately.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Colusa, at its regular meeting duly held on the 15th day of April 2025, by the following vote.

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Attest:	RYAN CODORNIZ, MAYOR
Shelly Kittle, City Clerk	

CITY OF COLUSA FIXED ASSET POLICY

DATE ADOPTED: 2004/2005

DATE AMENDED: April 15 2025

GENERAL

The purpose of this policy is to establish guidance in identifying, capitalizing, depreciating, and accounting for the city of Colusa's fixed assets.

DEFINITION OF FIXED ASSETS

A fixed asset (a.k.a. capital asset) is defined under this policy as an asset owned by the city of Colusa that -1) is acquired for use in city of Colusa operations, 2) possesses physical substance, and 3) are long-term in nature (i.e., useful life exceeds two years), and 4) are subject to depreciation.

FIXED ASSET CATEGORIES

Fixed assets shall be segregated into the following categories:

- A. Land
- B. Land improvements with a limited life, such as driveways, walks, fences landscaping, and parking lots.
- C. Buildings
- D. Building improvements, such as HVAC equipment, remodeling costs And landscaping
- E. Water system infrastructure, such as pipelines, valves, hydrants, wells, pumping and treatment facilities
- F. Donated water system Infrastructure
- G. Water meters
- H. Machinery and Equipment, such as generators, compressors, jackhammers, tools, trimmers, etc.
- I. Fleet equipment, such as cars, trucks, trailers and backhoes
- J. Office equipment such as furniture and fixtures
- K. Computer systems, purchased software and telephones

CAPITALIZATION THRESHOLDS

Fixed assets otherwise eligible for capitalization, must also meet the following criteria in order to be classified as a fixed asset. Such criterion shall be applied to individual assets and not to groups of similar assets.

- A. Fixed assets may only be capitalized if they have an estimated useful life of at least two years following the date of acquisition, and
- B. Water system infrastructure assets (purchased, donated, or self-constructed) must have a dollar value greater than \$3,000.00
- C. Buildings, land, building improvements, fleet equipment, and machinery and equipment must have a dollar value greater than \$5,000.00
- D. Office equipment, computers, purchased software, and telephones must have a dollar value greater than \$1000.00

VALUATION OF FIXED ASSETS

The value assigned to fixed assets shall be determined as follows:

PURCHASED FIXED ASSETS

The capitalized value of purchased fixed assets shall be determined using the historical cost of the asset. Specific costs eligible for capitalization are identified under section Capitalizable Costs below. If the historical cost of the asset is not available or cannot be reasonably determined, an estimated cost may be determined using the best available information.

SELF-CONSTRUCTED FIXED ASSETS

The self-constructed buildings, infrastructure, equipment, and vehicles intended for use in the city's operations are eligible for capitalization. The capitalized value of such self-constructed assets shall be determined using only direct costs associated with the construction until the construction is complete and the infrastructure is ready for its intended use.

DONATED FIXED ASSETS

The capitalized value of donated assets shall be determined using the fair market value at the time of donation. If the fair market value of the asset is not available or cannot be reasonably determined, the estimated cost may be determined using the best available information. The value of donated intangible assets shall be accounted for separately from donated tangible fixed assets.

CAPITALIZABLE COSTS

Costs eligible for capitalization under this policy are:

For Land:

• Purchase price or appraised value, whichever is more readily determinable.

- Closing costs, such as title fees, attorney fees, taxes, and recording fees;
- Costs necessary to prepare the land for its intended use, such as grading, clearing, filling, draining, surveying, and demolition of existing structures.
- Assumptions of lines, encumbrances, or mortgages.

For purchased assets other than land:

- Purchase price
- Sales tax
- Freight and handling charges
- Insurance costs while in transit
- Assembling and installation charges
- Discounts or rebates shall be given as a reduction on the purchase price;
- Costs necessary to accommodate the equipment in its new location

For self-constructed assets:

- Direct labor costs (including wages and benefits);
- Direct materials cost.
- Professional fees of engineers, inspectors, attorneys, consultants, etc.
- Insurance premiums and related costs incurred during construction.
- Costs necessary to get the site ready for its intended use, such as grading, clearing, filling, draining, surveying, and demolition of existing structures.

For donated fixed assets:

- Fair market or appraised value at the date of donation.
- Installation costs.
- Professional fees of engineers, inspectors, attorneys, consultants, etc.
- Other normal or necessary costs required to place the asset in its intended location and condition for use.

CAPITALIZATION OF COSTS SUBSEQUENT TO ACQUISITION

Additional costs incurred after a fixed asset is placed in use shall be accounted for as follows:

ADDITIONS

An "Addition" is defined as an expenditure that either significantly extends the useful life or productivity of the existing fixed asset or creates a new fixed asset. All Additions" to existing fixed assets should be capitalized as long as the asset meets the criteria of the Capitalization Thresholds section above.

IMPROVEMENTS AND REPLACEMENTS

"Improvements and Replacements" are defined as expenditures that involve substituting a similar fixed asset, or portion thereof, for an existing one. All "Improvements and Replacements" to existing fixed assets should be capitalized as long as the asset meets the criteria of the Capitalization Threshold above. If the existing asset's book value is determinable, then the existing asset should be removed from the books at the time the betterment or replacement is recorded. If the existing asset is not separately identifiable, then the betterment or replacement should be capitalized as the existing asset's book value is assumed to be negligible.

REARRANGEMENT OR REINSTALLATION

"Rearrangement or Reinstallation" costs are defined as expenditures that involve moving an existing asset to a new location or reinstalling a similar asset in place of an existing asset. All Rearrangement or Reinstallation" costs should be expensed in the period incurred.

REPAIRS AND MAINTENANCE

"Repairs and Maintenance" costs are defined as expenditures that involve maintaining the asset in good or ordinary repair. All "Repairs and Maintenance" costs should be expensed in the period incurred.

DEPRECIATION OF FIXED ASSETS

Fixed assets shall be depreciated on a straight-line basis in accordance with the following schedule:

Category	Depreciation Per Year
Land	None
Land Improvements	15 Years
Buildings	40 Years
Building Improvements	15 Years
Water System Infrastructure (pipelines and related Structures, wells, treatment facilities and equipmen	50 Years
Water Meters	10 Years
Machinery and Equipment (generators, compressor Jackhammers, tools, and equipment)	s, 5 Years

Fleet Equipment (cars, trucks, backhoes, other mobile 5 Years

Motorized equipment)

Office Furniture and Fixtures 7 Years Computer Equipment, Purchased Software, and 4 Years

Telephones

PHYSICAL INVENTORY OF FIXED ASSETS

A physical inventory of the following categories of fixed assets shall be performed annually:

Machinery and Equipment

Fleet Equipment

Office Furniture, Fixtures and Telephone Equipment

Computer Equipment, Purchased Software and Telephones

The results of the physical inventory shall be reconciled with the city of Colusa's asset inventory system. Differences will be reconciled with explanations provided to the City Council.

DISPOSAL OF FIXED ASSETS

Fixed assets that have become obsolete shall be disposed of by the city of Colusa's policy on disposing of surplus property.

CITY OF COLUSA FIXED ASSET POLICY

DATE ADOPTED: 2004 DATE AMENDED:

GENERAL

The purpose of this policy is to establish guidance in identifying, capitalizing, depreciating, and accounting for city of Colusa fixed assets.

DEFINITION OF FIXED ASSETS

A fixed asset (a.k.a. capital asset) is defined under this policy as an asset owned by the city of Colusa that -1) is acquired for use in city of Colusa operations, 2) possesses physical substance, and 3) are long-term in nature (i.e., useful life exceeds two years), and 4) are subject to depreciation.

FIXED ASSET CATEGORIES

Fixed assets shall be segregated into the following categories:

- A. Land
- B. Land improvements with a limited life, such as driveways, walks, fences landscaping, and parking lots.
- C. Buildings
- D. Building improvements, such as HVAC equipment, remodeling costs And landscaping
- E. Water system infrastructure, such as pipelines, valves, hydrants, wells, pumping and treatment facilities
- F. Donated water system Infrastructure
- G. Water meters
- H. Machinery and Equipment, such as generators, compressors, jackhammers, tools, trimmers, etc.
- I. Fleet equipment, such as cars, trucks, trailers and backhoes
- J. Office equipment such as furniture and fixtures
- K. Computer systems, purchased software and telephones

CAPITALIZATION THRESHOLDS

Fixed assets otherwise eligible for capitalization, must also meet the following criteria in order to be classified as a fixed asset. Such criterion shall be applied to individual assets and not to groups of similar assets.

- A. Fixed assets may only be capitalized if they have an estimated useful life of at least two years following the date of acquisition, and
- B. Water system infrastructure assets (purchased, donated, or self-constructed) must have a dollar value greater than \$3,000.00
- C. Buildings, land, building improvements, fleet equipment, and machinery and equipment must have a dollar value greater than \$1,000.00
- D. Office equipment, computers, purchased software, and telephones must have a dollar value greater than \$500.00

VALUATION OF FIXED ASSETS

The value assigned to fixed assets shall be determined as follows:

PURCHASED FIXED ASSETS

The capitalized value of purchased fixed assets shall be determined using the historical cost of the asset. Specific costs eligible for capitalization are identified under section Capitalizable Costs below. If the historical cost of the asset is not available or cannot be reasonably determined, an estimated cost may be determined using the best available information.

SELF-CONSTRUCTED FIXED ASSETS

Only self-constructed water system infrastructure assets intended to be used in the operations of the city are eligible for capitalization. The capitalized value of such self-constructed assets shall be determined using only direct costs associated with the construction up until the time the construction is complete and the infrastructure is ready for its intended use.

DONATED FIXED ASSETS

The capitalized value of donated assets shall be determined using the fair market value at the time of donation. If the fair market value of the asset is not available or cannot be reasonably determined, and estimated cost may be determined using the best available information. The value of donated intangible assets shall be accounted for separate from donated tangible fixed assets.

CAPITALIZABLE COSTS

Costs eligible for capitalization under this policy are:

For Land:

- Purchase price or appraised value, whichever is more readily determinable;
- Closing costs, such as title fees, attorney fees, taxes and recording fees;
- Costs necessary to get the land ready for its intended use, such as grading, clearing, filling, draining, surveying, and demolition of existing structures;
- Assumptions of liens, encumbrances or mortgages;

For purchased assets other than land:

- Purchase price
- Sales tax
- Freight and handling charges
- Insurance costs while in transit
- Assembling and installation charges
- Discounts or rebates shall be accounted for as a reduction to the purchase price;
- Costs necessary to accommodate the equipment in its new location

For self-constructed assets:

- Direct labor costs (to include wages and benefits);
- Direct materials cost;
- Professional fees of engineers, inspectors, attorneys, consultants, etc.;
- Insurance premiums and related costs incurred during construction;
- Costs necessary to get the site ready for its intended use, such as grading, clearing, filling, draining, surveying and demolition of existing structures;

For donated fixed assets:

- Fair market or appraised value at date of donation;
- Installation costs;
- Professional fees of engineers, inspectors, attorneys, consultants, etc.;
- Other normal or necessary costs required to place the asset in its intended location and condition for use.

CAPITALIZATION OF COSTS SUBSEQUENT TO ACQUISITION

Additional costs incurred after a fixed asset is placed in use shall be accounted for as follows:

ADDITIONS

An "Addition" is defined as an expenditure that either significantly extends the useful life or productivity of the existing fixed asset or creates a new fixed asset. All "Additions" to existing fixed assets should be capitalized as long as the asset meets the criteria of section Capitalization Thresholds above.

<u>IMPROVEMENTS AND REPLACEMENTS</u>

"Improvements and Replacements" are defined as expenditures that involve substituting a similar fixed asset, or portion thereof, for an existing one. All "Improvements and Replacements" to existing fixed assets should be capitalized as long as the asset meets the criteria of section Capitalization Threshold above. If the existing asset's book value is determinable, then the existing asset should be removed from the books at the time the betterment or replacement is

recorded. If the existing asset is not separately identifiable, then the betterment or replacement should be capitalized as the existing asset's book value is assumed to be negligible.

REARRANGEMENT OR REINSTALLATION

"Rearrangement or Reinstallation" costs are defined as expenditures that involve moving and existing asset to a new location or reinstalling a similar asset in place of an existing asset. All Rearrangement or Reinstallation" costs should be expensed in the period incurred.

REPAIRS AND MAINTENANCE

"Repairs and Maintenance" costs are defined as expenditures that involve maintaining the asset in good or ordinary repair. All "Repairs and Maintenance" costs should be expensed in the period incurred.

DEPRECIATION OF FIXED ASSETS

Fixed assets shall be depreciated on a straight line basis in accordance with the following schedule:

Category	Depreciation Per Year
Land	None
Land Improvements	15 Years
Buildings	40 Years
Building Improvements	15 Years
Water System Infrastructure (pipelines and related Structures, wells, treatment facilities and equipment)	50 Years
Water Meters	10 Years
Machinery and Equipment (generators, compressors Jackhammers, tools and equipment)	, 5 Years
Fleet Equipment (cars, trucks, backhoes, other mobil Motorized equipment)	le 5 Years
Office Furniture and Fixtures Computer Equipment, Purchased Software and Telephones	7 Years 4 Years

PHYSICAL INVENTORY OF FIXED ASSETS

A physical inventory of the following categories of fixed assets shall be performed annually:

Machinery and Equipment
Fleet Equipment
Office Furniture, Fixtures and Telephone Equipment
Computer Equipment, Purchased Software and Telephones

The results of the physical inventory shall be reconciled with the city of Colusa's asset inventory system. Differences will be reconciled with explanations provided to the City Council.

DISPOSAL OF FIXED ASSETS

Fixed assets that have become obsolete shall be disposed in accordance with city of Colusa's policy on disposing of surplus property.