

#### CITY COUNCIL MEETING

Tuesday, November 04, 2025 Regular Meeting - 6:00 PM City Hall – City Council Chambers 425 Webster Street, Colusa, CA 95932

#### **AGENDA**

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)

#### **PRESENTATIONS**

- 1. 5-Year Service Award Darren Ram
- 2. Mushroom Plant update by Premier Mushrooms
- 3. Evacuation Zone Map Presentation by Colusa County Sheriff's Office and the Office of Emergency Services (OES).
- 4. Expansion Outlook by Pioneer Community Energy

<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.

- Approve Council draft minutes of October 7
- Receive and File Police Dept. September report
- 7. Receive and File Finance Dept. September report
- 8. Receive and File Treasurer's August report
- 9. Receive and File September Warrants List

- 10. Adopt Resolution authorizing the City Manager to sign the amended Regional Housing Authority's contract.
- 11. Adopt Resolution authorizing the Police Chief to purchase a ductless mini split heater/air conditioning unit and pay for related installation

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

#### **PUBLIC HEARING**

12. Consideration of an Ordinance entitled "An Ordinance of the City Council of the City of Colusa adding Appendix A – Chapter 12-17 – Sidewalk Vending to the Colusa Municipal Code and finding the Ordinance Exempt from the California Environmental Quality Act"

**Recommendation:** Council to open the Public Hearing and

Council to introduce and read by title only the Ordinance amending Appendix A - Chapter 12-17 - Sidewalk Vending of the Colusa Municipal Code and finding the Ordinance exempt from CEQA

13. Consideration of an Ordinance entitled "An Ordinance of the City Council of the City of Colusa adding Appendix A – Article 50 – Home Occupancy Permit and finding the Ordinance Exempt from the California Environmental Quality Act"

**Recommendation:** Council to open the Public Hearing and

Council to introduce and read by title only the Ordinance adding Appendix A - Article 50 Home Occupancy Permits to the Colusa Municipal Code and finding the Ordinance exempt from CEQA

#### **COUNCIL CONSIDERATION**

14. Consideration of an alternate member to serve on the Citizens Oversight Committee.

**Recommendation:** Council to appoint Johnny Barnette to the Citizens Oversight Committee.

15. Consideration of a Resolution requesting membership in Pioneer Community Energy and approving the amended and restated joint exercise of Powers Agreement, and an Ordinance authorizing the implementation of a community choice aggregation program in the City of Colusa

**RECOMMENDATION:** Council to accept the findings of the Impact Assessment Study; and

Council to introduce and read by title only the Ordinance authorizing the implementation of a Community Choice Aggregation Program in the City of Colusa under Public Utilities Code section 366.2; and

Council to adopt the Resolution requesting membership in Pioneer Community Energy and approve the Amended and Restated Joint Exercise of Powers Agreement

16. Consideration of a motion to enter into a new Employment Services Agreement with City Manager Jesse Cain

**Recommendation:** Council to make a motion to grant the Mayor authority to execute a new Employment Services Agreement with Mr. Cain

#### **DISCUSSION ITEM**

Update on city-wide projects

#### **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, October 07, 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, Markss, Conrado and Mayor Codorniz were present. Council Member Vaca was absent/excused.

#### PLEDGE OF ALLEGIANCE

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

**PUBLIC COMMENTS** Susan Gibbs – commented about the issues on the drainage pipe on 8<sup>th</sup> and Clay Street. Connie Adan – commented about the pothole on 8<sup>th</sup> and Webster and the trees in front of the park that are very low. She read a statement from the California Farm Bureau on their opposition to Proposition 50. Janice Bell - announced the construction of a Memorial at the Colusa County Courthouse in honor of officers who have fallen in the line of duty.

#### **PRESENTATIONS**

Mayor Codorniz read the Service Awards for employees: Alan Campbell, 20 years, Tim Bybee,10 years, and Sara Martin, 5 years.

Mayor Pro-Tem Conrado provided the Rotary Club of Colusa a Proclamation for their excellent service to the city and funding and facilitating the planting of over 100 trees in the city's public spaces.

<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 Council draft minutes of August 19, 20 and September 2
- 2. Receive and File Police Dept. August report
- 3. Receive and File Fire Dept. August report
- 4. Receive and File Finance Dept. July and August reports
- 5. Receive and File Warrants List for July and August
- 6. Adopt Resolution authorizing submittal of an individual grant application for the rubberized pavement grant program TRP18
- 7. Receive and File Recology Rate Increase Letter for 2026

**ACTION:** Council Member Ponciano requested Item 3 be pulled. Motion by Mayor Pro-Tem Conrado, seconded by Council Member Markss, to approve Items 1,2,4,5,6 and 7 of the consent calendar. Motion passed unanimously.

Item 3 – Council Member Ponciano requested a future agenda item on the investment of the engines, noting the ages of each. Fire Chief Conley discussed it further. Motion by Ponciano, seconded by Council Member Markss to approve Item 3. Motion passed unanimously.

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

Council Members provided updates on meetings and events they attended.

City Attorney Robert Wakefield will be attending the League conference and will report any updates.

City Manager Cain provided updates on what was happening within the city.

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

Police Chief Fitch provided updates in the Police Department.

Fire Chief Conley provided updates in the Fire Department.

#### **PUBLIC HEARING**

8. Consideration of a Resolution approving the City Manager to close out the Micro-Enterprise loan grant.

City Manager Cain stated this was a formality to close out the grant.

Public Hearing opened at 6:27 pm with the following public comments.

Tessa Renosso explained that she received a loan from this grant to open their small business at 446 Market Street. She asked if there were additional funds available.

Public Hearing closed at 6:34 pm

ACTION: Motion by Mayor Pro Tem Conrado, seconded by Council Member Ponciano, to adopt **Resolution 25-62** approving the close-out of the City's Micro-Enterprise Grant/Loan Program. Motion passed 4-0 by the following roll-call vote:

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

NOES: None.
ABSENT: Vaca.

#### **DISCUSSION ITEMS**

Use of the Scout cabin by the Scouts (Parks, Tree & Recreation Commissioner will discuss)

There were public comments in support of the scouts continuing to use the scout cabin free of charge. Council discussed a fee waiver form.

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City Manager will look into costs for chamber upgrades. Council would like to continue video and audio, but not necessarily Zoom.

#### **FUTURE AGENDA ITEMS**

Cancel the Oct. 21st meeting.

ADJOURNED at 7:42 pm

	RYAN CODORNIZ, MAYOR
Shelly Kittle, City Clerk	

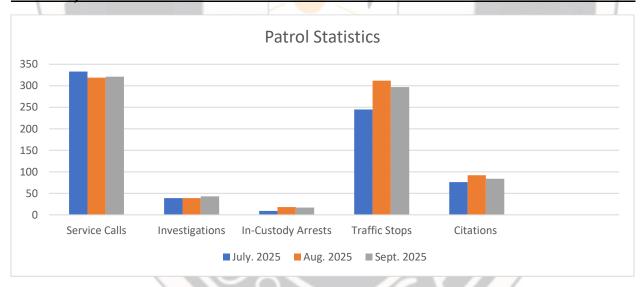
## Colusa Police Department

## Monthly Report for September 2025

#### Monthly Activities

- City Council Meetings
- Conducted CCW interviews
- Met with Flock camera systems for kickoff meeting
- Input Opportunity Meeting w/ Colusa County Behavioral Health
- Records Destruction Policy Meeting w/ Consultant
- Assistant City Manager Interview Panel
- 2<sup>nd</sup> Grade Government Field Trip at City Hall
- Attended Task Force Steering Committee Meeting
- Participated in Egling Safety Day event

#### **Monthly Statistics**



- There were 321 calls for service for patrol officers with 32 agency assists. The call volume in September was slightly higher than August.
- During September, there were 17 in-custody arrests. There were 9 citations issued in lieu of a subject being booked in jail. There were 4 domestic violence related incidents reported. This does not include calls for service involving verbal altercations. There were 43 reports initiated.
- During the month of August, officers initiated 297 traffic enforcement stops. There were 84 citations issued. The were a variety of citations issued which included cell phone use violations, speed violations, stop sign violations, and window tint violations. There were 0 reportable traffic collisions. 'Hit and Run' collisions are not included in these statistics but instead are included in crime statistics. There were no DUI related arrests.

• The Police Services Manager handled 57 calls for service during the month of September. These calls for service don't include telephone calls handled by the Police Services Manager.

#### **Items of Interest**

- The Colusa Police Department took part in operation Folsom Blues. This was a operation worked with the California Highway Patrol, Williams Police Department and the Colusa County task Force. This operation was focused on narcotics interdiction. During the operation the Colusa Police Department located a occupied stolen vehicle.
- Code Enforcement is out and about. Vehicle abatement continues to be a focus. Vehicles that have not moved in more than 120 hours will be issued a warning tag before being towed pursuant to City Code 11-8(Z). Officers also have been issuing parking citations for those who park 'backwards' along the curbline. Colusa City Code 11-8(E) prohibits anyone from parking a vehicle with the right-side wheels being more than 18 inches from the curb.





# City of Colusa Finance Department Monthly Staff Report – September 2025

#### **Accounts Payable**

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

#### **Payroll**

- Prepare September salary allocation transfers.
- September regular Payroll and Strike Team Payroll
- Implement (3) regular salary step increases
- Reconciliation of benefits accounts
- Staff training on Payroll function Cont'd.

#### **Accounts Receivable**

- Provide continued utility billing customer support.
- 2,177 utility bills mailed.
- (2) Bad checks processed.
- 1,775 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 Notice letter
- 15 Building Permits 12 new, 3 revision 68 inspection
- 163 Credit card Payments
- Addressed zoning questions, assisted the city Planner with questions and applications
- RecDesk Payment postings

#### **City Hall - Customer Services**

- 591 customers walk-ins.
- 353 utility late notices.
- 22 Water/Sewer shut off for non-payment.
- 6 open utility accounts & adjustments.
- 6 closed utility accounts.
- 367 received phone calls.

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- 2 Event/marque and banner applications processed.
- State Park Reservation & Revenue
- 61 public works service requests
- 6 Encroach Permit
- 4 Scout Cabin, 4 paid, 10 Non-profit
- 7 Meter Changes
- Certificate of Occupancy
- Use Permit
- 34 Business License transactions
- Fill in for the planning department as needed
- Organized, filed, and assisted customers with the building permits
- Assisted and processed new business licenses and renewal Licenses
- Karate, Thai Chi, Kick Boxing signups, Boat Launch Passes, DMV Pull Records, proofread the Rec Flyer, summer camp registration, and addressed other issues
- Clean and maintain the City Hall several times

#### **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.
- September 2025 MidAmerica retiree health insurance distribution.
- Workers' Compensation claims cont. d.
- Review NCCSIF monthly Workers' Compensation & Liability Reports.
- Provide retirement information to retirees and Public Works.
- Employee Income Verification (1).

#### **Recreation Department**

- Thi-Chi (Adult class), Karate (Adult and Kids), and Jujitsu and summer 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

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#### **CDBG-HOME**

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

#### **Other**

- Permit Survey Report
- Street Sweeping invoice and reconciliation
- Review and evaluate the utility Reports
- 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
- Self-Paced Tyler Trainings
- Prop 64 invoicing, SRF grants invoicing

#### **Odor Complaints**

Complaint period: August 2025

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

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#### **Donations:**

- \$500 donated by Hickel & Hickel for Pumpkin Plunge event
- \$800 from North State Grocery (Save-More) for Pumpkin Plunge
- \$485 was donated by Lions Club for Recreation Scholarship
- Martin Family Farms donated the Pumpkins for Pumpkin Plunge.



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

Fax: (530) 458-8674

#### **ITEM FOR NOVEMBER 4, 2025**

To: Colusa City Council Members

Re: Treasurer's Report for month ending August, 2025

Please find the attached financial reports for your review. Based on the information provided to me by the finance department at the direction of the City Manager, I am able to verify the cash accounts balances, LAIF balance, and petty cash balance as of August 31, 2025.

I have included a summary below:

Cash Accounts as of August 31, 2025:

Cash Accounts as of August 51, 2025.	
Wells Fargo Checking Acct Public Funds Balance	\$ 0.00
Wells Fargo Sweep Account (0028)	\$ 3,274,389.88
Funds Pending Sweep	\$ (53,476.61)
Wells Fargo Business Checking (7143)	\$ 25.20
Outstanding payables as presented	\$(1,334,716.44)
Double Payment in MOMS reversed	\$ (2,123.06)
City Investments:	
Local Agency Investment Fund - CA State Controller - Inte	erest Rate 4.48%
Previous Balance	10,271,440.54
Interest earned for Quarter ending June, 2025	118,148.96
Balance as of August 31, 2025	10,389,589.50
Petty Cash as of August 31, 2025	500.00
Balance as presented as of August 31, 2025	\$12,274,188.47

Respectfully submitted,

Devin Kelley, City Treasurer

#### CITY OF COLUSA, CALIFORNIA BANK RECONCILIATION FOR THE MONTH AUGUST 2025

#### Bank Records:

Wells Fargo Bank Balance - August 31, 2025	\$	
Wells Fargo (#7143)	\$	25.20
WF Sweep Account Balance - August 31, 2025		3,274,389.88
Funds Pending Redemption- Sweep		(53,476.61)
MOM's double payment-Paid back to MOMs		(2,123.06)
ADD/SUBTRACT:		
Outstanding Acccounts Payable		(1,313,774.28)
Outstanding Payroll Payable		(20,942.16)
Reconciling Items:		
Reconciled Checking Balance - Wells Fargo Bank - August 31, 2025		1,884,098.97
LAIF Balance - August 31, 2025		10,389,589.50
Petty Cash Balance - August 31, 2025		500.00
Total Day 10 and	_	
Total Reconciled Bank Balances - August 31, 2025		12,274,188.47
City Records (Post Journal Entries):		
10200 - Wells Fargo Bank Operating / USDA Loan Escrow	\$	1,892,330.71
10300- Welis Fargo	S	25.20
10995 - LAIF		10,389,589.50
10100 - Petty Cash		500.00
		300.00
Total Checking and LAIF	\$	12,282,445.41
ADD / SUBTRACT:		
Credit Card Deposits in MOMS - Not In Bank		(7,960.47)
RecDesk in Bank-Not Posted in MOM		(160.02)
Credit Card pmt in Bank- Not Posted in MOM		(136.45)
Total Reconciled Book Balance - August 31, 2025	<u>s</u>	12,274,188.47

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Check Number	Check Date	Check Amount	Vendor:	Invoice Number	Fund:	RRANT LIST Account	Dept.:	Description
65069	9/2/2025	36	ACI ENTERPRISES,	-101809	101	50535	210	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	36	ACI ENTERPRISES,	-101809	101	50535	220	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	144	ACI ENTERPRISES,	-101809	101	50535	230	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	144	ACI ENTERPRISES,		101	50535	320	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	180	ACI ENTERPRISES,	-101809	101	50535	630	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	72	ACI ENTERPRISES,	-101809	101	50535	650	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	360	ACI ENTERPRISES,	-101809	101	50535	710	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	74.4	ACI ENTERPRISES,	-101809	410	50535	670	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	74.4	ACI ENTERPRISES,	-101809	430	50535	690	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069	9/2/2025	36	ACI ENTERPRISES,	-101809	220	50535	225	EMPLOYEE ASSISTANCE 7/1/25-6/30/26
65069 Total	0/2/2020	1156.8	ACTENTER TROCES,	101000	220	00000	220	ET II EO TEE 71001017/11/02 7/11/20 0/00/20
65070	9/2/2025	1341.64	AFLAC	150071	101	22340		P/R Liab - Long Term Disa
65070 Total	5, 2, 2020	1341.64		1000/1	101	220-10		Zung Tollin Blod
65071	9/2/2025	16.66	ASCAP	9/2/2025	101	52400	640	LIC FEE
65071 Total	0,2,2020	16.66	, 10 0/11	3,2,2023	101	02-700	0-10	
65072	9/2/2025	150	SADIE ASH	9/2/2025	220	52500	225	PROP 64
65072	9/2/2025	225	SADIE ASH	9/2/2025	101	60004	215	EHCR GRANT
65072	9/2/2025	6600	SADIE ASH	9/2/2025	101	52500	210	MISC. TASKS & REPORTING
65072 Total	3/2/2023	6975	OADIL AOIT	3/2/2023	101	32300	210	Priod. PAGRO & REL ORTHO
65073	9/2/2025	21.73	AUTOZONE STORE	37102595	101	52720	630	EQUIPMENT MAINTENANCE
65073	9/2/2025	30.15	AUTOZONE STORE		101	52720	630	EXTERNAL SNAP RING PLIER / STREETS
65073	9/2/2025	76.1	AUTOZONE STORE		101	52720	630	EQUIPMENT MAINTENANCE / STREETS
65073 Total	3/2/2023	127.98	AOTOZONE STONE	37102039	101	32720	000	EQUIT PIENT PIANVIENANCE / STILLETS
65074	9/2/2025	87.87	PRIMO BRANDS	9/2/2025	101	53800	320	5G SPRING WATER SERVICE / FIRE
65074 Total	3/2/2023	87.87	T MINO DIVANDO	3/2/2023	101	33000	320	30 SI MINO WATER SERVICE / TIME
65075	9/2/2025	1101.77	CASCADE FIRE EQ	INI\/10520	101	52200	320	BOOTS / FIRE
65075 Total	9/2/2023	1101.77	CASCADE LINE EQU	. 111 1 1 1 1 1 2 2 5	101	32200	320	BOOTS/TINE
65076	9/2/2025	79.51	CINTAS	424055637	410	51200	670	LINEN MAINTENANCE
65076	9/2/2025	79.5	CINTAS	424055637	430	51200	690	LINEN MAINTENANCE
65076	9/2/2025	64.64	CINTAS	424055659	101	51200	630	LINEN MAINTENANCE  LINEN MAINTENANCE
65076	9/2/2025	64.64	CINTAS	424055659	101	51200	650	LINEN MAINTENANCE
65076	9/2/2025	111.17	CINTAS	424033639	410	51200	670	LINEN MAINTENANCE LINEN MAINTEANCE
65076	9/2/2025	111.17	CINTAS	424131303	430	51200	690	LINEN MAINTEANCE LINEN MAINTEANCE
65076	9/2/2025	96.3	CINTAS	424131303	101	51200	630	LINEN MAINTENANCE
65076	9/2/2025	96.31	CINTAS	424131318	101	51200	650	LINEN MAINTENANCE  LINEN MAINTENANCE
65076 Total	31 21 2023	703.25	CINIAG	424101010	101	31200	000	LINEN FIAINT LIVANOL
65077	9/2/2025	1319.5	CIVICPLUS, LLC	346844	101	52100	110	RECODIFICATION COPIES & FREIGHT
65077	9/2/2025	1319.5	CIVICPLUS, LLC	346844	410	52100	670	RECODIFICATION COPIES & FREIGHT
65077	9/2/2025	1319.5	CIVICPLUS, LLC	346844	430	52100	690	RECODIFICATION COPIES & FREIGHT  RECODIFICATION COPIES & FREIGHT
	31212023		CIVICELUS, LLC	340844	430	32100	090	NECODII ICATION COFIES & FREIGHT
65077 Total	0/0/0005	3958.5	COLUÇA COLUNTY	0/0/0005	101	E2000	710	SHORTAGE ON JUNE 2025 / POLICE
65078	9/2/2025	2.5	COLUSA COUNTY A	9/2/2025	101	53800	710	SHUNTAGE ON JUNE 2023 / POLICE

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65078	9/2/2025	25	COLUSA COUNTY A	9/2/2025	101	SRANT LIST 53800	710	PARKING VIOLATION JULY 2025	
65078 Total		27.5							
65079	9/2/2025	37.21	COLUSA PROFESSI	9/2/2025	221	51300	320	MAVERIK- DIESEL	
65079	9/2/2025	62	COLUSA PROFESSI	9/2/2025	221	51300	320	MAVERIK- DIESEL	
65079	9/2/2025	85.78	COLUSA PROFESSI	9/2/2025	221	51300	320	CHEVRON-OIL	
65079	9/2/2025	61	COLUSA PROFESSI	9/2/2025	221	51300	320	BLUE BEACON-TRUCK WASH	
65079	9/2/2025	73.95	COLUSA PROFESSI	9/2/2025	221	51300	320	CATTLEMENS- FOOD	
65079	9/2/2025	123.16	COLUSA PROFESSI	9/2/2025	221	51300	320	LA QUINTA- LODGING	
65079	9/2/2025	450	COLUSA PROFESSI	9/2/2025	101	22400		P/R Liab - Firemen Assoc	
65079	9/2/2025	324	COLUSA PROFESSI	9/2/2025	101	51300	320	TRAINING - Firemen Assoc	
65079 Total		1217.1							
65080	9/2/2025	167.75	DERODA INC.	135609	101	52720	630	HEX DRIVER & BATTERY PACK	
65080	9/2/2025	167.75	DERODA INC.	135609	101	52720	650	HEX DRIVER & BATTERY PACK	
65080	9/2/2025	167.75	DERODA INC.	135609	410	52720	670	HEX DRIVER & BATTERY PACK	
65080	9/2/2025	167.74	DERODA INC.	135609	430	52720	690	HEX DRIVER & BATTERY PACK	
65080	9/2/2025	122.61	DERODA INC.	135613	101	52720	630	MOTOROIL BOXES	
65080	9/2/2025	122.61	DERODA INC.	135613	101	52720	650	MOTOROIL BOXES	
65080	9/2/2025	122.58	DERODA INC.	135613	410	52720	670	MOTOROIL BOXES	
65080	9/2/2025	122.61	DERODA INC.	135613	430	52720	690	MOTOROIL BOXES	
65080	9/2/2025	57.11	DERODA INC.	135629	410	52720	670	RATCHETS - WATER	
65080	9/2/2025	57.11	DERODA INC.	135629	430	52720	690	RATCHETS - SEWER	
65080	9/2/2025	80.2	DERODA INC.	135719	101	52720	630	BUGWASH & NOZZLE GEL / STREETS	
65080	9/2/2025	42.98	DERODA INC.	136171	101	52720	630	OIL ABSORBENT	
65080	9/2/2025	37.19	DERODA INC.	136548	101	52720	630	OIL FILTER & FUEL FILTER / STREETS	
65080	9/2/2025	61.22	DERODA INC.	136551	410	52720	670	SCOKET SET & SOCKET / WATER	
65080	9/2/2025	28.98	DERODA INC.	611117	101	52720	630	MHB CONTRACT TIP / STREETS	
65080	9/2/2025	164.55	DERODA INC.	916872	101	52720	630	FILTER,PNT CUP,STAPLE,PRIMER & REDUCER	
65080	9/2/2025	164.55	DERODA INC.	916872	101	52720	650	FILTER,PNT CUP,STAPLE,PRIMER & REDUCER	
65080	9/2/2025	164.55	DERODA INC.	916872	410	52720	670	FILTER,PNT CUP,STAPLE,PRIMER & REDUCER	
65080	9/2/2025	164.54	DERODA INC.	916872	430	52720	690	FILTER,PNT CUP,STAPLE,PRIMER & REDUCER	
65080	9/2/2025	106.39	DERODA INC.	917058	101	52720	630	FILTER,PNT CUP,PRIMER	
65080	9/2/2025	106.39	DERODA INC.	917058	101	52720	650	FILTER,PNT CUP,PRIMER	
65080	9/2/2025	106.39	DERODA INC.	917058	410	52720	670	FILTER,PNT CUP,PRIMER	
65080	9/2/2025	106.39	DERODA INC.	917058	430	52720	690	FILTER,PNT CUP,PRIMER	
65080 Total		2609.94							
65081	9/2/2025	520.07	COMPUTER LOGIST	86458	214	52500	710	MONTHLY CLOUD SERVICES / POLICE	
65081 Total		520.07							
65082	9/2/2025	345.38	CORBIN WILLITS SY	000C50815	101	53300	230	ENHANCEMENT & SERVICES INV#000C508151	
65082	9/2/2025	345.38	CORBIN WILLITS SY	000C50815	410	53300	230	ENHANCEMENT & SERVICES INV#000C508151	
65082	9/2/2025	345.38	CORBIN WILLITS SY	000C50815	430	53300	230	ENHANCEMENT & SERVICES INV#000C508151	
65082 Total		1036.14							
65083	9/2/2025	578.5	COLUSA POLICE AS	9/2/2025	101	22410		P/R Liab - Police Assoc D	

						INDER 2025		
65083 Total		578.5			WAR	RANTLIST		
65084	9/2/2025	2106.95	DAVIES OIL COMPA	77424	101	52270	710	Fuel
65084	9/2/2025	595.47	DAVIES OIL COMPA	77424	101	52270	320	Fuel
65084	9/2/2025	91.08	DAVIES OIL COMPA	77424	101	52270	650	Fuel
65084	9/2/2025	445.68	DAVIES OIL COMPA	77424	101	52270	630	Fuel
65084	9/2/2025	86.72	DAVIES OIL COMPA	77424	410	52270	670	Fuel
65084	9/2/2025	839.68	DAVIES OIL COMPA		430	52270	690	Fuel
65084	9/2/2025	106.27	DAVIES OIL COMPA		220	52270	225	Fuel
65084	9/2/2025	2661.77	DAVIES OIL COMPA		101	52270	710	Fuel
65084	9/2/2025	422.5	DAVIES OIL COMPA		101	52270	320	Fuel
65084	9/2/2025	171.59	DAVIES OIL COMPA	77614	101	52270	650	Fuel
65084	9/2/2025	683.07	DAVIES OIL COMPA	77614	101	52270	630	Fuel
65084	9/2/2025	288.02	DAVIES OIL COMPA		410	52270	670	Fuel
65084	9/2/2025	1095.04	DAVIES OIL COMPA		430	52270	690	Fuel
65084	9/2/2025	85.8	DAVIES OIL COMPA		101	53600	640	Fuel
65084	9/2/2025	1195.26	DAVIES OIL COMPA	415672	430	52270	690	Fuel
65084	9/2/2025	1055.86	DAVIES OIL COMPA	415833	101	52270	630	Fuel
65084 Total		11930.76						
65085	9/2/2025	52	DEPARTMENT OF JU	PO 64355	101	52430	710	CCW RENEWAL: R. PALETTA
65085 Total		52						
65086	9/2/2025	93	DEPARTMENT OF JU	PO 64356	101	52430	710	CCW INITIAL PERMIT: S. RAY
65086 Total		93						
65087	9/2/2025	7512.5	JACOB MORLEY	25-Aug	101	52500	220	PLANNING SUPPORT AUG 2025
65087	9/2/2025	646.75	JACOB MORLEY	25-Aug	430	52420	690	2420-CTC ANNEXATION
65087 Total		8159.25						
65088	9/2/2025	4000	CLARK THENHAUS	1	272	52500	710	RESEARCH & DISCOVERY / MASTER PLANNING & PROGRAM
65088 Total		4000						
65089	9/2/2025	8633.76	FERGUSON WATER	1903522	410	52700	670	BUILDING MAINTENANCE / WATER
65089 Total		8633.76						
65090	9/2/2025	595.98	FIDELITY SECURITY	166956673	997	22330		VISION INSURANCE PREMIUM
65090 Total		595.98						
65091	9/2/2025	800	JOSH FITCH	9/2/2025	214	57100	710	REIMBURSEMENT OF RIMS / POLICE
65091 Total		800						
65092	9/2/2025	25.69	For2Fi, Inc.	71648	410	53200	670	COMMUNICATIONS / WATER
65092	9/2/2025	25.68	For2Fi, Inc.	71648	430	53200	690	COMMUNICATIONS / SEWER
65092 Total		51.37						
65093	9/2/2025	100	FRANCHISE TAX BO	9/2/2025	101	22520		PAYROLL GARNISHMENT
65093 Total		100						
65094	9/2/2025	534.65	THE HARTFORD	239699334	997	22310		LIFE INSURANCE PREMIUM
65094 Total		534.65						
65095	9/2/2025	3240.72	JONES MAYER	131238	101	52500	240	ATTORNEY SERVICES
65095	9/2/2025	3240.72	JONES MAYER	131238	410	52500	240	ATTORNEY SERVICES

						MIDEN 2023			
65095	9/2/2025	3240.72	JONES MAYER	131238	<u>WAR</u> 430	FANT LIST 52500	240	ATTORNEY SERVICES	—
65095	9/2/2025	683.03	JONES MAYER	131238	553	52500	240	ATTORNEY SERVICES	
65095 Total	3/2/2023	10405.19	JONESTIATER	101200	330	32300	240	ATTORINET SERVICES	
65096	9/2/2025	375.02	LES SCHWAB TIRE	621004097	101	52720	630	FLAT TIRE REPAIR / STREETS	
65096 Total	0,2,2020	375.02		022001007		02720			
65097	9/2/2025	895.75	LINCOLN AQUATIC	SN139163	253	52250	640	CHLORINE / POOL	
65097 Total	0,2,2020	895.75		0.120200		02200		0.1251(2) / 0.02	
65098	9/2/2025	766.67	MACLEOD WATTS II	081925COI	101	52500	230	PREPARE GASB 75 ACTUAL REPORT FOR FISCAL YEAR END	
65098	9/2/2025	766.67	MACLEOD WATTS II		410	52500	230	PREPARE GASB 75 ACTUAL REPORT FOR FISCAL YEAR END	
65098	9/2/2025	766.66	MACLEOD WATTS II		430	52500	230	PREPARE GASB 75 ACTUAL REPORT FOR FISCAL YEAR END	
65098 Total	0/2/2020	2300	TINOLLOD WITHOU	001020002	400	02000	200	THE THE GOOD TO NOT ONE HET ON TOWN TOOK ETER WE END	
65099	9/2/2025	200	DEBRA MARTINEZ	9/2/2025	101	53800	650	REIMBURSMENT OF SCOUT CABIN RENTAL 8/23/2025	
65099 Total	3/2/2023	200	DEDITATIONEZ	3/2/2023	101	33000	000	NEITHORIGITENT OF GOOD FOADIN NEITHAE 0/20/2020	
65100	9/2/2025	352.58	MERIDIAN SUPPLY	182612	101	52720	630	EQUIPMENT MAINTENANCE / STREETS	
65100 Total	3/2/2023	352.58	PILITIDIAN SOLI LI	102012	101	32720	030	EQUIT PIENT PIAINTENANCE / STILE IS	
65101	9/2/2025	16.3	GEORGE L. MESSIC	640030/1	430	52110	690	ABRASIVE CLOTH / SEWER	
65101	9/2/2025	34.58	GEORGE L. MESSIC		430	52110	690	ROPE / SEWER	
65101	9/2/2025	60.86	GEORGE L. MESSIC		430	52110	690	ROD / SEWER	
65101	9/2/2025	29.54	GEORGE L. MESSIC		430	52700	690	MOUSE TRAP, GLUE TRAP / SEWER	
65101	9/2/2025	8.61	GEORGE L. MESSIC		430	52700	690	GLUE TRAPS / SEWER	
65101	9/2/2025	123.93	GEORGE L. MESSIC		430	52110	690	KNIFE,SHOVEL,HOE / SEWER	
65101	9/2/2025	44.58	GEORGE L. MESSIC		430	52110	690	HEADLAMP / SEWER	
65101	9/2/2025	21.73	GEORGE L. MESSIC		101	52110	630	CABLE FOR BANNER / STREETS	
65101	9/2/2025	66.3	GEORGE L. MESSIC		101	52110	630	CABLES & CORD / STREETS	
65101	9/2/2025	34.79	GEORGE L. MESSIC		101	52110	650	PASS- PRUNER / PARKS	
65101	9/2/2025	16.3	GEORGE L. MESSIC		253	52260	640	CUTTER BUG FREE & MURIATIC ACID / POOL	
65101	9/2/2025	250.26	GEORGE L. MESSIC		253	52110	640	CUTTER BUG FREE & MURIATIC ACID / POOL	
65101	9/2/2025	121.73	GEORGE L. MESSIC		410	52700	670	BUILDING MAINTENANCE / WATER	
65101	9/2/2025	49.96	GEORGE L. MESSIC		101	52720	320	WIRE STRIPPER, DISC BULLETS / FIRE	
65101	9/2/2025	9.78	GEORGE L. MESSIC		410	52110	670	RUBBER UNDERCOATING / WATER	
65101	9/2/2025	76.1	GEORGE L. MESSIC		410	52110	670	COUPLE COMPRESS / WATER	
65101	9/2/2025	21.73	GEORGE L. MESSIC		101	52110	650	GRAFITTI REMOVER & WIRE BRUSH / PARKS	
65101	9/2/2025	49.11	GEORGE L. MESSIC		101	52110	650	SPRINKLER / PARKS	
65101	9/2/2025	88.07	GEORGE L. MESSIC		430	52110	690	FORK,HEADLMP / SEWER	
65101	9/2/2025	21.74	GEORGE L. MESSIC		101	52110	630	SUPPLIES / STREETS	
65101	9/2/2025	19.56	GEORGE L. MESSIC	643767/1	101	52110	650	NOZZLE / PARKS	
65101	9/2/2025	32.61	GEORGE L. MESSIC		101	52110	650	ACE GLOVES LEATHER / PARKS	
65101	9/2/2025	30.44	GEORGE L. MESSIC	643788/1	101	52110	630	LONG-HANDLE SPADE / STREETS	
65101	9/2/2025	20.65	GEORGE L. MESSIC	643918/1	310	52110	650	FAUCET / STATE PARK	
65101	9/2/2025	14.13	GEORGE L. MESSIC	644011/1	101	52110	630	CLOTH BAG / STREETS	
65101	9/2/2025	10.86	GEORGE L. MESSIC	644020/1	101	52110	650	ECHO OIL / PARKS	
65101	9/2/2025	350.11	GEORGE L. MESSIC	644025/1	430	52700	690	GLOVES,KNOFE,TAPE,PUMP / SEWER	

						INDEN 2020		
65101	9/2/2025	28.26	GEORGE L. MESSIC	644031/1	101	RANT LIST 52110	630	LACQUER THINNER/ STREETS
65101	9/2/2025	13.01	GEORGE L. MESSIC	644183/1	101	52110	650	KWIKSET (KEYS) / SCOUT CABIN
65101	9/2/2025	15.2	GEORGE L. MESSIC	644190/1	101	52720	650	EQUIPMENT MAINTENANCE / PARKS
65101	9/2/2025	102.17	GEORGE L. MESSIC	644203/1	101	52700	650	BUILDING MAINTENANCE / PARKS
65101	9/2/2025	82.61	GEORGE L. MESSIC	644308/1	101	52110	630	ACE WIPE CLOTH / STREETS
65101	9/2/2025	34.78	GEORGE L. MESSIC	644333/1	101	52110	650	SUPPLIES / PARKS
65101	9/2/2025	56.07	GEORGE L. MESSIC	644507/1	101	52110	630	TAPE MEASURE & WATER BREAKER / STREETS
65101	9/2/2025	88.26	GEORGE L. MESSIC	644559/1	101	52110	650	CLEANING SUPPLUES / PARKS
65101	9/2/2025	208.76	GEORGE L. MESSIC	644581/1	101	52110	650	SPRAYER & PAINT / PARKS
65101	9/2/2025	32.6	GEORGE L. MESSIC	644599/1	430	52110	690	RESPIRATORS,SAFETY GLASSES / SEWER
65101	9/2/2025	30.44	GEORGE L. MESSIC	644617/1	101	52110	650	GARDEN SPADE / PARKS
65101	9/2/2025	239.22	GEORGE L. MESSIC	644658/1	101	52110	630	FLASHLIGHT,HEADLAMP/ STREETS
65101	9/2/2025	45.66	GEORGE L. MESSIC	644661/1	430	52110	690	STEEL HANDLE / SEWER
65101	9/2/2025	40.22	GEORGE L. MESSIC	644767/1	101	52720	320	TODE PODS, TRUFUEL / FIRE
65101	9/2/2025	15.21	GEORGE L. MESSIC	644784/1	101	52720	320	CHAINSAW GREASE / FIRE
65101	9/2/2025	72.83	GEORGE L. MESSIC	644788/1	430	52110	690	SPLIT RING,TRI BAL MONT / SEWER
65101	9/2/2025	-70.68	GEORGE L. MESSIC	644789/1	430	52110	690	TRI BAL MONT/SEWER
65101	9/2/2025	121.78	GEORGE L. MESSIC	644834/1	253	52260	640	MURIATIC ACID / POOL
65101	9/2/2025	25	GEORGE L. MESSIC	644900/1	101	52700	320	HOSE / FIRE
65101	9/2/2025	271.88	GEORGE L. MESSIC	645241/1	101	52720	320	YETI COOLER/ FIRE
65101	9/2/2025	15.38	GEORGE L. MESSIC	645686/1	101	52720	320	SHOP TOWELS / FIRE
65101	9/2/2025	27.82	GEORGE L. MESSIC	646017/1	101	52720	320	CLEANER,CARWASH/FIRE
65101	9/2/2025	39.13	GEORGE L. MESSIC	646205/1	101	52720	320	BATTERIES/ FIRE
65101	9/2/2025	9.34	GEORGE L. MESSIC	646615/1	101	52720	320	CARWASH / FIRE
65101	9/2/2025	25	GEORGE L. MESSIC	647237/1	410	52160	670	GIFT CARD 5YR SERVICE FOR BRANDON
65101	9/2/2025	25	GEORGE L. MESSIC	647237/1	430	52160	690	GIFT CARD 5YR SERVICE FOR BRANDON
65101 Total		3219.31						
65102	9/2/2025	220	MESSENGER PUBLI	31237	263	53100	215	STATUS OF CDBG FUNDED ACTIVITIES PUBLIC NOTICE
65102 Total		220						
65103	9/2/2025	1750	MetLife Investors	9/2/2025	101	22510		P/R Liab - Deferred Comp
65103 Total		1750						
65104	9/2/2025	1666.67	NCCSIF TREASURE	3120	101	52800	230	LIABILITY BANKING LAYER 25-26
65104	9/2/2025	1666.67	NCCSIF TREASURE	3120	410	52800	670	LIABILITY BANKING LAYER 25-26
65104	9/2/2025	1666.66	NCCSIF TREASURE	3120	430	52800	690	LIABILITY BANKING LAYER 25-26
65104 Total		5000						
65105	9/2/2025	1009.7	NV5, INC.	467517	430	62681	690	COLUSA WWTP IMPROVEMENTS / SEWER
65105 Total		1009.7						
65106	9/2/2025	169.24	ON-SITE SAFETY SE	151690	101	52150	320	MEDCAL SUPPLIES/ FIRE
65106 Total		169.24						
65107	9/2/2025	75.04	PACIFIC STORAGE (	5275260	101	52100	230	SERVICE 64 GAL TOTE / FINANCE
65107	9/2/2025	57.12	PACIFIC STORAGE (	5275262	214	52100	710	SERVICE 64 GAL TOTE / POLICE
65107 Total		132.16						

						MIDEN 2023		
65108	9/2/2025	2607.55	PAC MACHINE CON	98069	<u></u>	RANT LIST 52700	690	SUBMERSIBLE SEWAGE PUMP / SEWER
65108	9/2/2025	2607.55	PAC MACHINE CON		430	52700	690	SUBMERSIBLE SEWAGE PUMP & FLYGHT
65108 Total	0, 2, 2020	5215.1		33373		02/00		
65109	9/2/2025	1420.93	PARK PLANET	IN25-1247	101	57200	631	INCLUSIVE PLAY EQUIPMENT, PHASE 2
65109 Total		1420.93						
65110	9/2/2025	8647.4	PAXTON FAMILY IN	25018	101	52500	310	BUILDING OFFICIAL/PLAN EXAM
65110 Total		8647.4						
65111	9/2/2025	2937.05	PACIFIC GAS AND E	9/2/2025	101	52600	610	Utilities
65111	9/2/2025	1862.83	PACIFIC GAS AND E		101	52600	710	Utilities
65111	9/2/2025	3297.51	PACIFIC GAS AND E		101	52600	320	Utilities
65111	9/2/2025	800.13	PACIFIC GAS AND E		101	52600	630	Utilities
65111	9/2/2025	19.99	PACIFIC GAS AND E		620	52600	630	Utilities
65111	9/2/2025	4543.56	PACIFIC GAS AND E		241	52600	216	Utilities
65111	9/2/2025	39.97	PACIFIC GAS AND E		610	52600	630	Utilities
65111	9/2/2025	10190.05	PACIFIC GAS AND E		241	52600	630	Utilities
65111	9/2/2025	191.65	PACIFIC GAS AND E		640	52600	630	Utilities
65111	9/2/2025	199.36	PACIFIC GAS AND E		101	52600	640	Utilities
65111	9/2/2025	1138.25	PACIFIC GAS AND E		101	52600	650	Utilities
65111	9/2/2025	2310.62	PACIFIC GAS AND E		253	52600	640	Utilities
65111	9/2/2025	55195.38	PACIFIC GAS AND E		410	52600	670	Utilities
65111	9/2/2025	41692.43	PACIFIC GAS AND E		430	52600	690	Utilities
65111	9/2/2025	1440.25	PACIFIC GAS AND E		310	52600	650	Utilities
65111 Total	0/2/2020	125859.03	17.01110 07.071142 1	0/2/2020	010	02000	000	Oututes
65112	9/2/2025	6148.52	PREMIER ACCESS I	9/2/2025	997	22320		DENTAL INSURANCE PREMIUMS
65112 Total	0/2/2020	6148.52	THE HERTHOOLOOT	0/2/2020	007	22020		DENTAL INCOMMODE I RELITION TO
65113	9/2/2025	375.39	PREMIER PRINT & N	22508-056	410	52100	670	#10 WHITE WINDOW ENVELOPES / WATER
65113	9/2/2025	375.39	PREMIER PRINT & N		430	52100	690	#10 WHITE WINDOW ENVELOPES / SEWER
65113 Total	3/2/2023	750.78	THEFTIERT HINT GT	22300 030	400	32100	000	#10 WITHE WINDOW ENVELOYED TO JOEWEN
65114	9/2/2025	523620.9	R&R HORN, INC.	9/2/2025	430	62694	690	WALNUT RANCH - SEWER 8421 APPLICATION 9
65114	9/3/2025	-523620.9	R&R HORN, INC.	9/2/2025	430	62694	690	Ck# 065114 Reversed
65114	9/2/2025	390863.25	R&R HORN, INC.	9/1/2025	410	61011	670	WALNUT RANCH-WATER APPLICATION 7
65114	9/3/2025	-390863.25	R&R HORN, INC.	9/1/2025	410	61011	670	Ck# 065114 Reversed
65114	9/2/2025	372151.17	R&R HORN, INC.	9/2/2025	507	52500	620	COLUSA TOWN CENTER PROJECT#25-103 APPLICATION 1
65114	9/3/2025	-372151.17	R&R HORN, INC.	9/2/2025	507	52500	620	Ck# 065114 Reversed
65114 Total	0,0,2020	0	nan nom, mo.	3/2/2023	007	32300	020	ON COLLTHOUGH
65115	9/2/2025	211.73	READING OIL, INC.	328111	101	52270	630	PROPANE / STREETS
65115 Total	0, 2, 2020	211.73	TIER ISTITUTE OIL, INC.	520111	101	32270	000	THOU PARE POINTERS
65116	9/2/2025	250	SIERRA CENTRAL C	9/2/2025	101	22500		P/R Liab - Credit Union
65116 Total	01212020	250	OILINA OLIVITAL O	5/2/2025	101	22500		The Lab Great Official
65117	9/2/2025	45	SORENSON PEST C	1357262	101	52700	320	PEST-MONTHLY SERVICE
65117 Total	51212025	45	JONE NOON LOT	100/202	101	32700	020	LOT HOWITH OLIVIOL
65118	9/2/2025	61	STATE DISBURSEM	9/2/2025	101	22520		COURT ORDERED CHILD SUPPORT WITHHOLDING
00110	JI ZI ZUZJ	01	STATE PRODUNGEN	3/2/2023	TOT	22320		COOM STILL OF THE GOTT ON WITH TOLDING

						INDER 2023		
65118 Total		61			WAB	RANTLIST		
65119	9/2/2025	815	TYLER TECHNOLOG	025-52528	101	52500	231	TYLER UNIVERSITY 10/1/25-9/30/25 CONTRACT
65119 Total	0. 2. 2020	815		020 02020		02000		
65120	9/2/2025	1879.43	USA BLUEBOOK	802851	430	52700	690	PANEL MOUNT FLOWMETER, FLOAT SWITCH, CLOSING GATE
65120	9/2/2025	265.31	USA BLUEBOOK	802911	430	52700	690	MOUNT FLOWMETER / SEWER
65120 Total		2144.74				32.00		
65121	9/2/2025	78.35	VERIZON WIRELESS	9/2/2025	310	53200	650	CITY CELL PHONE SERVICES
65121	9/2/2025	421.74	VERIZON WIRELESS		101	53200	710	CITY CELL PHONE SERVICES
65121	9/2/2025	38.34	VERIZON WIRELESS		220	53200	225	CITY CELL PHONE SERVICES
65121	9/2/2025	76.68	VERIZON WIRELESS		410	53200	670	CITY CELL PHONE SERVICES
65121	9/2/2025	153.36	VERIZON WIRELESS		430	53200	690	CITY CELL PHONE SERVICES
65121	9/2/2025	76.68	VERIZON WIRELESS		101	53200	650	CITY CELL PHONE SERVICES
65121	9/2/2025	236.84	VERIZON WIRELESS		101	53200	630	CITY CELL PHONE SERVICES
65121	9/2/2025	76.35	VERIZON WIRELESS		101	53200	210	CITY CELL PHONE SERVICES
65121	9/2/2025	117.74	VERIZON WIRELESS		430	53200	690	CITY CELL PHONE SERVICES
65121 Total		1276.08						
65122	9/2/2025	252	NICOLE VIGNEY	9/1/2025	253	53600	640	LIFEGUARD SUPERVISOR 8/1-8/31
65122	9/2/2025	1324.75	NICOLE VIGNEY	9/2/2025	253	53600	640	REGISTRATIONS 8/1/2025-8/31/2025 SWIM LESSONS
65122	9/2/2025	140	NICOLE VIGNEY	9/1/2025	101	53600	640	REGISTRATION KICKBOXING CLASSES
65122	9/2/2025	52.26	NICOLE VIGNEY	9/2/2025	253	52110	640	POOL SNACK BAR COSTCO 8/08
65122 Total		1769.01						
65123	8/28/2025	127.55	WALTER G RINGLER	000C50901	410	20310		MQ CUSTOMER REFUND FOR RIN0003
65123 Total	0, 20, 2020	127.55	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	00000001		20010		
65124	8/28/2025	29	JEFF & MICHELLE SA	000C50901	410	20310		MQ CUSTOMER REFUND FOR SAV0013
65124 Total		29						
65125	9/3/2025	372151.17	AMARJIT CHEEMA	9/3/2025	507	52500	620	COLUSA TOWN CENTER APPLICATION 1
65125 Total		372151.17		5.5.2.2				
65126	9/3/2025	390863.25	R&R HORN, INC.	9/3/2025	410	61011	670	WALNUT RANCH - WATER - APPLICATION 7
65126	9/3/2025	523620.9	R&R HORN, INC.	9/3/2025	430	62694	690	WALNUT RANCH- SEWER-8421 APPLICATION 9
65126 Total		914484.15	,,					
65127	9/11/2025	6.72	SUPERIOR CALIFOR	INV166576	214	52100	710	COPIER METER USAGE / POLICE
65127 Total		6.72						
65128	9/16/2025	551.5	ALLIANT NETWORK	16178	101	52500	230	MAINTENANCE AGREEMENT OCTOBER 2025
65128	9/16/2025	551.5	ALLIANT NETWORK	16178	410	52500	230	MAINTENANCE AGREEMENT OCTOBER 2025
65128	9/16/2025	551.5	ALLIANT NETWORK	16178	430	52500	230	MAINTENANCE AGREEMENT OCTOBER 2025
65128 Total		1654.5						1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
65129	9/11/2025	2449.96	THIRKETTLE CORPO	INV011001	410	57200	670	METERS / WATER
65129 Total		2449.96	.== 55111 \$					
65130	9/16/2025	5.52	ARNOLD'S	203286	101	52720	630	PIPE / STREETS
65130	9/11/2025	122.56	ARNOLD'S	203394	410	52110	670	WATER METER BUSHING REPAIR / WATER
65130	9/11/2025	122.57	ARNOLD'S	203394	430	52110	690	SHOP SUPPLIES / SEWER
65130	9/16/2025	180.87	ARNOLD'S	203483	101	52720	630	DRAWBAR PIN & HITCH / STREETS

						RANTLIST		
65130	9/16/2025	5	ARNOLD'S	203511	430	52110	690	TARP STRAP / SEWER
65130 Total		436.52						
65131	9/11/2025	381.92	AT&T	24004351	101	53200	710	CALNET DOJ / POLICE
65131 Total		381.92						
65132	9/16/2025	753.82	AT&T MOBILITY	9/26/2025	101	53200	320	WIRELESS SVC-AUG, SEPT / FIRE
65132 Total		753.82						
65133	9/11/2025	15.97	AUTOZONE STORES	710277454	101	52110	630	LARGE DRIP TRAY / STREETS
65133 Total		15.97						
65134	9/11/2025	199.06	BFS PRINTING	11477	214	52100	710	AMEND CARDS & REG CARDS / POLICE
65134 Total		199.06						
65135	9/11/2025	84.24	PRIMO BRANDS	9/11/2025	101	53800	320	SPRING WATER, DLEIVERY FEE / FIRE
65135	9/16/2025	34.49	PRIMO BRANDS	9/16/2025	101	52100	230	WATER SERVICE, RENT & DELIVERY FEE
65135	9/16/2025	79.24	PRIMO BRANDS	9/16/2025	101	52100	630	WATER SERVICE, RENT & DELIVERY FEE
65135	9/16/2025	52.11	PRIMO BRANDS	9/16/2025	214	52100	710	WATER SERVICE, RENT & DELIVERY FEE
65135	9/16/2025	23.74	PRIMO BRANDS	9/16/2025	101	52100	220	WATER SERVICE, RENT & DELIVERY FEE
65135	9/16/2025	-21.97	PRIMO BRANDS	9/16/2025	101	52100	230	WATER SERVICE, RENT & DELIVERY FEE
65135	9/16/2025	-21.97	PRIMO BRANDS	9/16/2025	101	52100	630	WATER SERVICE, RENT & DELIVERY FEE
65135	9/16/2025	-21.97	PRIMO BRANDS	9/16/2025	214	52100	710	WATER SERVICE, RENT & DELIVERY FEE
65135	9/16/2025	-21.96	PRIMO BRANDS	9/16/2025	101	52100	220	WATER SERVICE, RENT & DELIVERY FEE
65135 Total		185.95						, , , , , , , , , , , , , , , , , , ,
65136	9/11/2025	500	STEPHANIE BYBEE	9/11/2025	310	52500	650	COLUSA STATE PARK HOST SEPTEMBER 2025
65136 Total		500						
65137	9/16/2025	3986.2	CBS LEASING COM	40078442	101	53300	710	COPIER CONTRACT AGREEMENT / POLICE
65137 Total		3986.2						
65138	9/11/2025	412.3	CALIFORNIA ENGIN	12900	101	52500	220	PLANNING DEPARTMENT SUPPORT
65138	9/11/2025	1001.24	CALIFORNIA ENGIN	12901	430	62004	620	WWTP LAND ANNEXATION
65138	9/11/2025	4301.5	CALIFORNIA ENGIN	12903	430	62694	690	WALNUT RANCH PROJECT - SEWER
65138	9/11/2025	164.92	CALIFORNIA ENGIN	12905	410	61011	670	WELL NO. 6 DESIGN/TEST CIP / WATER
65138	9/11/2025	1369.33	CALIFORNIA ENGIN	12907	507	52500	620	COLUSA TOWN CENTER DEVELOPMENT PROJECT
65138	9/11/2025	17297.3	CALIFORNIA ENGIN	12908	410	62672	670	WELL NO 9_6A_5_4 / WATER
65138 Total		24546.59						
65139	9/11/2025	79.5	CINTAS	424213347	410	51200	670	LINEN MAINTENANCE / WATER
65139	9/11/2025	79.51	CINTAS	424213347	430	51200	690	LINEN MAINTENANCE / SEWER
65139	9/11/2025	64.64	CINTAS	424213375	101	51200	630	LINEN MAINTENANCE
65139	9/11/2025	64.64	CINTAS	424213375	101	51200	650	LINEN MAINTENANCE
65139	9/11/2025	79.5	CINTAS	424285479	410	51200	670	LINEN MAINTENANCE / WATER
65139	9/11/2025	79.51	CINTAS	424285479	430	51200	690	LINEN MAINTENANCE / SEWER
65139	9/11/2025	64.64	CINTAS	424285484	101	51200	630	LINEN MAINTENANCE / STREETS
65139	9/11/2025	64.64	CINTAS	424285484	101	51200	650	LINEN MAINTENANCE / PARKS
65139 Total		576.58	-					
65140	9/16/2025	48.14	CINTAS CORPORAT	528696050	101	52150	630	MEDICAL SUPPLIES / STREETS
65140	9/16/2025	48.13	CINTAS CORPORAT	528696050	101	52150	650	MEDICAL SUPPLIES / PARKS

						INDER 2025			
65140	9/16/2025	86.66	CINTAS CORPORAT	529206080	101	RANT LIST 52150	630	MEDICAL SUPPLIES	
65140	9/16/2025	86.65	CINTAS CORPORAT	529206080	101	52150	650	MEDICAL SUPPLIES	
65140 Total	0, 10, 1010	269.58		02020000		02200			
65141	9/11/2025	588.5	CITY OF YUBA CITY	34264	430	52520	690	TESTING / SEWER	
65141	9/11/2025	549	CITY OF YUBA CITY	34265	410	52520	670	TESTING / WATER	
65141	9/11/2025	211	CITY OF YUBA CITY	34271	430	52520	690	TESTING / SEWER	
65141	9/11/2025	104	CITY OF YUBA CITY	34287	410	52520	670	TESTING / WATER	
65141	9/11/2025	66	CITY OF YUBA CITY	34293	430	52520	690	TESTING / SEWER	
65141	9/11/2025	66	CITY OF YUBA CITY	34296	430	52520	690	TESTING / SEWER	
65141	9/11/2025	315	CITY OF YUBA CITY	34303	430	52520	690	TESTING / SEWER	
65141	9/11/2025	52	CITY OF YUBA CITY	34315	410	52520	670	TESTING / WATER	
65141	9/11/2025	66	CITY OF YUBA CITY	34317	430	52520	690	TESTING / SEWER	
65141	9/11/2025	66	CITY OF YUBA CITY	34328	430	52520	690	TESTING / SEWER	
65141	9/11/2025	104	CITY OF YUBA CITY	34334	410	52520	670	TESTING / WATER	
65141	9/11/2025	211	CITY OF YUBA CITY	34345	430	52520	690	TESTING / SEWER	
65141	9/11/2025	434	CITY OF YUBA CITY	34350	430	52520	690	TESTING/ SEWER	
65141	9/11/2025	66	CITY OF YUBA CITY	34352	430	52520	690	TESTING / SEWER	
65141	9/11/2025	66	CITY OF YUBA CITY	34354	430	52520	690	TESTING / SEWER	
65141	9/11/2025	104	CITY OF YUBA CITY	34356	410	52520	670	TESTING / WATER	
65141	9/11/2025	605	CITY OF YUBA CITY	34370	410	52520	670	TESTING / WATER	
65141	9/11/2025	66	CITY OF YUBA CITY	34371	430	52520	690	TESTING / SEWER	
65141	9/11/2025	66	CITY OF YUBA CITY	34375	430	52520	690	TESTING / SEWER	
65141	9/11/2025	104	CITY OF YUBA CITY	34383	410	52520	670	TESTING / WATER	
65141	9/11/2025	66	CITY OF YUBA CITY	34400	430	52520	690	TESTING / SEWER	
65141	9/11/2025	66	CITY OF YUBA CITY	34415	430	52520	690	TESTING / SEWER	
65141 Total	0. 11. 1010	4041.5	0 0. 102,10	31.120		02020		7257.1103 / 02172.11	
65142	9/11/2025	76.98	DERODA INC.	136592	410	52720	670	BATTERY & OIL / WATER	
65142	9/11/2025	76.98	DERODA INC.	136592	430	52720	690	BATTERY & OIL / SEWER	
65142	9/11/2025	28.67	DERODA INC.	136625	430	52110	690	WINDSHIELD WASH / SEWER	
65142	9/16/2025	259.25	DERODA INC.	136658	214	52720	710	BATTERY / POLICE	
65142	9/16/2025	303.53	DERODA INC.	136672	214	52720	710	RADIATOR, HOSE, / STREETS	
65142	9/16/2025	12.04	DERODA INC.	136673	214	52720	710	CORE DEPOSIT / POLICE	
65142	9/11/2025	19.74	DERODA INC.	136675	410	52720	670	FILTER / WATER	
65142	9/11/2025	39.69	DERODA INC.	136679	101	52110	630	ANTIFREEZE / STREETS	
65142	9/16/2025	71.24	DERODA INC.	136962	101	52720	320	CONNECTOR, COUPLINGS, PIPE/ FIRE	
65142	9/11/2025	29.47	DERODA INC.	137007	101	52720	630	EQUIPMENT MAINTENANCE / STREETS	
65142	9/11/2025	11.85	DERODA INC.	137071	410	52720	670	PIPE SWIVEL - WATER	
65142	9/11/2025	11.85	DERODA INC.	137071	430	52720	690	PIPE SWIVEL - SEWER	
65142	9/11/2025	178.59	DERODA INC.	137079	101	52720	630	SOCKET SET / STREETS	
65142	9/16/2025	15.23	DERODA INC.	137205	101	52720	650	SPARK PLUG / PARKS	
65142	9/16/2025	18.47	DERODA INC.	137438	101	52720	650	EQUIPMENT MAINTENANCE / PARKS	
65142 Total		1153.58						-	

						RRANT LIST		
65143	9/16/2025	288.56	COMPUTER LOGIST	86465	101	52500	320	MONTHLY BILLING-SEPTEMBER 2025 / FIRE
65143	9/16/2025	82.5	COMPUTER LOGIST	86495	101	52500	320	GENERAL IT SUPPORT / FIRE
65143 Total		371.06						
65144	9/16/2025	62.51	COMCAST	9/16/2025	101	53200	320	MONTHLY SVC-9/9-10/8 - FIRE
65144 Total		62.51						
65145	9/16/2025	2123.06	CORBIN WILLITS SY	9/16/2025	999	10200		ONLINE PAYMENT PAID TWICE
65145 Total		2123.06						
65146	9/11/2025	188	DARREN RAM	9/11/2025	214	51300	710	TRAVEL TRAINING REIMBURSEMENT / POLICE
65146 Total		188						
65147	9/11/2025	204	DAVIES CHEVRON	9/11/2025	214	52720	710	CARWASH (17) AUG 2025 / POLICE
65147 Total		204						
65148	9/11/2025	70	DOWN RANGE INVE	779009	214	51200	710	CLOTHING (PATCHES -SEWN ON) / POLICE
65148 Total		70						
65149	9/11/2025	50	TINA FELKINS	9/11/2025	253	53600	640	POOL DOOR FOB DEPOSIT REIMBURSEMENT
65149 Total		50						
65150	9/11/2025	1054	FERGUSON WATER	1904687	410	52700	670	BUILDING MAINTENANCE / WATER
65150 Total		1054						
65151	9/11/2025	79.34	FULCHER PAINT & S	25014	101	52110	630	PAINT / MEASURE B
65151	9/11/2025	320.66	FULCHER PAINT & S	25016	101	52110	631	PAINT SUPPLIES / MEASURE B
65151	9/11/2025	55.75	FULCHER PAINT & S	25017	101	52110	631	PAINT / MEASURE B
65151 Total		455.75						
65152	9/11/2025	1744.36	Hinderliter, de Llam	SIN053786	101	52500	230	CONTRACT SERVICES - SALES TAX (JULY-SEPT. 2025)
65152 Total		1744.36						
65153	9/11/2025	200	MARIA IBARRA	9/11/2025	101	53800	650	SCOUT CABIN RENTAL DEPOSIT REIMBURSEMENT 9/6/25
65153 Total		200						
65154	9/11/2025	833.49	INTERSTATE SALES	18522	101	52110	630	PAINT / STREETS
65154	9/11/2025	270.29	INTERSTATE SALES	18585	101	52110	630	REFLECTIVE BEAD / STREETS
65154 Total		1103.78						
65155	9/16/2025	276.99	DAVID JACKSON	9/16/2025	214	51300	710	REIMB-CRASH SCHOOL 8/25-29 POLICE
65155 Total		276.99						
65156	9/11/2025	42.36	DEERE CREDIT INC	3076738	310	59200	650	MOWER LEASE PAYMENT
65156	9/11/2025	162.13	DEERE CREDIT INC	3076738	310	59100	650	MOWER LEASE PAYMENT
65156	9/11/2025	190.61	DEERE CREDIT INC	3076738	253	59200	650	MOWER LEASE PAYMENT
65156	9/11/2025	729.57	DEERE CREDIT INC	3076738	253	59100	650	MOWER LEASE PAYMENT
65156	9/11/2025	190.61	DEERE CREDIT INC	3076738	101	59200	650	MOWER LEASE PAYMENT
65156	9/11/2025	729.55	DEERE CREDIT INC	3076738	101	59100	650	MOWER LEASE PAYMENT
65156 Total		2044.83						
65157	9/16/2025	2954.29	JONES MAYER	131928	101	52500	240	ATTORNEY SERVICES/GENERAL FUND RETAINER
65157	9/16/2025	2954.29	JONES MAYER	131928	410	52500	240	ATTORNEY SERVICES/WATER FUND RETAINER
65157	9/16/2025	2954.29	JONES MAYER	131928	430	52500	240	ATTORNEY SERVICES/SEWER FUND RETAINER
65157	9/16/2025	418.64	JONES MAYER	131928	553	52500	240	WESCOTT
65157 Total		9281.51						

9/16/2025	100	DEBRA MARTINEZ	9/16/2025	WAR 101	53800	050	COOLIT CARIN REIMBURGEMENT (OLEANING) 0/02/05
				101	33000	650	SCOUT CABIN REIMBURSEMENT (CLEANING) 8/23/25
	100			-			
9/11/2025	88.21	MERIDIAN SUPPLY	183139	101	52720	630	EQUIPMENT MAINTENANCE / STREETS
9/11/2025		GEORGE L. MESSIC	640494/1	410	52720	670	ADJUSTABLE WRENCH SET 3PC / WATER
							TRI BALL MOUNT / WATER
							EZ CHLOR, CLEANER FOR POOL
							TUBING / STREETS
							CRIMPER, TAPE / STREETS
							KEY MASTER/ SEWER
							CHAIN PROOF/ SEWER
							NAIL PEGS,PIPE /STATE PARK
							SAND BLOCK / SCOUT CABIN
							MARKING FLAGS / WATER
							SPRAY PAINT/ PARK
							PURE CHLOR / WATER
							SUPPLIES FOR SPRAYER / STREETS
							TAPE/ STREETS
							CLEANER,SAFETY GLASSES / PARKS
							TIDE PODS / FIRE
							SPRAY PAINT, SCOUR PADS / PARKS
							PAINT THINNER, WIRE BRUSH/STREETS
							TIE DOWNS FOR SPRAYER / STREETS
							PAINT / STREETS
							GOO GONE,HORNET SPRAY / PARK
							FASTENERS / SEWER
							PURE CHLOR, BLEACH - WATER
							PURE CHLOR, BLEACH - WATER
							FASTENERS / STREETS
							CABLETIE / STREETS
							MURIATIC ACID/ POOL
							TOILET SEAT, CLEANER, BRUSH/ CITY YARD-STREETS
							BREAKER 100AMP / STATE PARK
							GLOVES,5'WHITE TYPE C / SEWER
							FOGGER, GLOVES/ PARKS
							GLOVES,SAFETY GLASSES / WATER
							MARKER, PENS / STREETS
							SANDER, DISCS / STREETS
							ACE SPRAY BOTTLE / PARKS
							SOAP, COIL / SEWER
							SOAP,COIL / SEWER
							GENERATOR ADAPTER /PARKS
	9/11/2025 9/11/2025	88.21         9/11/2025       35.88         9/11/2025       59.8         9/11/2025       7.56         9/11/2025       40.87         9/11/2025       40.87         9/11/2025       3.25         9/11/2025       31.03         9/11/2025       31.03         9/11/2025       45.64         9/11/2025       13.03         9/11/2025       36.96         9/11/2025       33.63         9/11/2025       30.96         9/16/2025       18.68         9/11/2025       30.96         9/11/2025       28.25         9/11/2025       28.26         9/11/2025       73.93         9/11/2025       20.58         9/11/2025       155.45         9/11/2025       10.87         9/11/2025       10.87         9/11/2025       304.45         9/11/2025       304.45         9/11/2025       40.86         9/11/2025       43.48         9/11/2025       43.48         9/11/2025       43.48         9/11/2025       10.85         9/11/2025       10.85         9/11/2025	88.21   9/11/2025   35.88   GEORGE L. MESSIC   9/11/2025   59.8   GEORGE L. MESSIC   9/11/2025   228.31   GEORGE L. MESSIC   9/11/2025   7.56   GEORGE L. MESSIC   9/11/2025   40.87   GEORGE L. MESSIC   9/11/2025   40.87   GEORGE L. MESSIC   9/11/2025   3.25   GEORGE L. MESSIC   9/11/2025   21.5   GEORGE L. MESSIC   9/11/2025   31.03   GEORGE L. MESSIC   9/11/2025   18.48   GEORGE L. MESSIC   9/11/2025   45.64   GEORGE L. MESSIC   9/11/2025   33.03   GEORGE L. MESSIC   9/11/2025   33.63   GEORGE L. MESSIC   9/11/2025   33.63   GEORGE L. MESSIC   9/11/2025   33.63   GEORGE L. MESSIC   9/11/2025   30.96   GEORGE L. MESSIC   9/11/2025   28.25   GEORGE L. MESSIC   9/11/2025   28.26   GEORGE L. MESSIC   9/11/2025   28.26   GEORGE L. MESSIC   9/11/2025   28.26   GEORGE L. MESSIC   9/11/2025   30.96   GEORGE L. MESSIC   9/11/2025	9/11/2025   35.88   GEORGE L. MESSIC 640494/1     9/11/2025   59.8   GEORGE L. MESSIC 640494/1     9/11/2025   228.31   GEORGE L. MESSIC 644995/1     9/11/2025   7.56   GEORGE L. MESSIC 644997/1     9/11/2025   40.87   GEORGE L. MESSIC 644997/1     9/11/2025   3.25   GEORGE L. MESSIC 645020/1     9/11/2025   3.25   GEORGE L. MESSIC 645035/1     9/11/2025   21.5   GEORGE L. MESSIC 645054/1     9/11/2025   31.03   GEORGE L. MESSIC 645054/1     9/11/2025   18.48   GEORGE L. MESSIC 645150/1     9/11/2025   45.64   GEORGE L. MESSIC 645223/1     9/11/2025   45.64   GEORGE L. MESSIC 645223/1     9/11/2025   33.03   GEORGE L. MESSIC 64523/1     9/11/2025   33.63   GEORGE L. MESSIC 645263/1     9/11/2025   33.63   GEORGE L. MESSIC 645468/1     9/11/2025   30.96   GEORGE L. MESSIC 645468/1     9/11/2025   30.96   GEORGE L. MESSIC 645488/1     9/11/2025   11.94   GEORGE L. MESSIC 645533/1     9/11/2025   28.25   GEORGE L. MESSIC 645580/1     9/11/2025   28.26   GEORGE L. MESSIC 645744/1     9/11/2025   28.26   GEORGE L. MESSIC 645744/1     9/11/2025   30.96   GEORGE L. MESSIC 645768/1     9/11/2025   30.96   GEORGE L. MESSIC 64568/1     9/11/2025   10.94   GEORGE L. MESSIC 645768/1     9/11/2025   28.26   GEORGE L. MESSIC 645768/1     9/11/2025   30.45   GEORGE L. MESSIC 645786/1     9/11/2025   30.45   GEORGE L. MESSIC 645797/1     9/11/2025   30.479   GEORGE L. MESSIC 645993/1     9/11/2025   30.45   GEORGE L. MESSIC 645996/1     9/11/2025   30.46   GEORGE L. MESSIC 645996/1     9/11/2025   30.48   GEORGE L. MESSIC 645096/1     9/11/2025   30.49   GEORGE L. MESSIC 646005/1     9/11/2025   30.49   GEORGE L. MESSIC 646005/1     9/11/2025   30.45   GEORGE L. MESSIC 646005/1     9/11/2025   30.46   GEORGE L. MESSIC 646005/1     9/11/2025   30.48   GEORGE L. MESSIC 646005/1     9/11/2025   30.49   GEORGE L. MESSIC 646005/1     9/11/2025   30.49   GEORGE L. MESSIC 646005/1     9/11/2025   30.40   GEORGE L. MESSIC 646005/1     9/11/2025   30.40   GEORGE L. MESSIC 646005/1     9/11/2025   30.40   GEORGE L. MESSIC 646005/1	9/11/2025   35.88   GEORGE L. MESSIC 640494/1   410   9/11/2025   59.8   GEORGE L. MESSIC 644969/1   410   9/11/2025   228.31   GEORGE L. MESSIC 644969/1   253   9/11/2025   7.56   GEORGE L. MESSIC 644995/1   253   9/11/2025   40.87   GEORGE L. MESSIC 644997/1   101   9/11/2025   3.25   GEORGE L. MESSIC 645020/1   430   9/11/2025   21.5   GEORGE L. MESSIC 645054/1   430   9/11/2025   31.03   GEORGE L. MESSIC 645054/1   430   9/11/2025   31.03   GEORGE L. MESSIC 645150/1   310   9/11/2025   18.48   GEORGE L. MESSIC 645223/1   410   9/11/2025   45.64   GEORGE L. MESSIC 64523/1   410   9/11/2025   33.03   GEORGE L. MESSIC 645263/1   101   9/11/2025   33.69   GEORGE L. MESSIC 645263/1   101   9/11/2025   33.63   GEORGE L. MESSIC 645364/1   410   9/11/2025   33.63   GEORGE L. MESSIC 645468/1   101   9/11/2025   30.96   GEORGE L. MESSIC 645468/1   101   9/11/2025   28.25   GEORGE L. MESSIC 645580/1   101   9/11/2025   28.25   GEORGE L. MESSIC 645648/1   101   9/11/2025   28.26   GEORGE L. MESSIC 645780/1   101   9/11/2025   30.45   GEORGE L. MESSIC 645780/1   101   9/11/2025   10.87   GEORGE L. MESSIC 645865/1   410   9/11/2025   30.445   GEORGE L. MESSIC 645993/1   101   9/11/2025   30.445   GEORGE L. MESSIC 646065/1   310   9/11/2025   30.446   GEORGE L. MESSIC 646093/1   410   9/11/2025   30.446   GEORGE L. MESSIC 646006/1   310   9/11/2025   30.446   GEORGE L. MESSIC 646	9/11/2025 35.88 GEORGE L. MESSIC 640494/1 410 52720 9/11/2025 59.8 GEORGE L. MESSIC 644969/1 410 52110 9/11/2025 7.56 GEORGE L. MESSIC 644995/1 253 52260 9/11/2025 7.56 GEORGE L. MESSIC 644997/1 101 52710 9/11/2025 40.87 GEORGE L. MESSIC 644997/1 101 52720 9/11/2025 3.25 GEORGE L. MESSIC 645020/1 101 52720 9/11/2025 3.25 GEORGE L. MESSIC 645035/1 430 52700 9/11/2025 21.5 GEORGE L. MESSIC 645054/1 430 52700 9/11/2025 31.03 GEORGE L. MESSIC 645054/1 430 52700 9/11/2025 18.48 GEORGE L. MESSIC 645150/1 310 52720 9/11/2025 18.48 GEORGE L. MESSIC 645218/1 101 52110 9/11/2025 45.64 GEORGE L. MESSIC 645223/1 410 52700 9/11/2025 33.03 GEORGE L. MESSIC 645223/1 410 52700 9/11/2025 33.63 GEORGE L. MESSIC 645263/1 101 52110 9/11/2025 33.63 GEORGE L. MESSIC 645263/1 101 52110 9/11/2025 33.63 GEORGE L. MESSIC 645315/1 410 52250 9/11/2025 33.63 GEORGE L. MESSIC 645468/1 101 52720 9/11/2025 33.63 GEORGE L. MESSIC 645468/1 101 52720 9/11/2025 30.96 GEORGE L. MESSIC 645468/1 101 52710 9/11/2025 30.96 GEORGE L. MESSIC 645468/1 101 52110 9/11/2025 30.96 GEORGE L. MESSIC 645588/1 101 52110 9/11/2025 32.25 GEORGE L. MESSIC 645688/1 101 52110 9/11/2025 32.25 GEORGE L. MESSIC 645688/1 101 52110 9/11/2025 32.26 GEORGE L. MESSIC 645688/1 101 52110 9/11/2025 33.66 GEORGE L. MESSIC 64578/1 101 52110 9/11/2025 34.86 GEORGE L. MESSIC 64578/1 101 52110 9/11/2025 34.79 GEORGE L. MESSIC 645993/1 101 52720 9/11/2025 34.79 GEORGE L. MESSIC 645993/1 101 52720 9/11/2025 34.79 GEORGE L. MESSIC 646059/1 310 52720 9/11/2025 34.88 GEORGE L. MESSIC 646059/1 310 52720 9/11/2025 34.88 GEORGE L. MESSIC 646059/1 310 52720 9/11/2025 34.88 GEORGE L. MESSIC 646059/1 310 52700 9/11/2025 34.84 GEORGE L. MESSIC 646059/1 310 52700 9/11/2025 34.84 GEORGE L.	9/11/2025 33.88 GEORGE L. MESSIC 640494/1 410 52720 670 9/11/2025 59.8 GEORGE L. MESSIC 644095/1 410 52110 670 9/11/2025 228.31 GEORGE L. MESSIC 644995/1 253 52260 640 9/11/2025 7.56 GEORGE L. MESSIC 644997/1 101 52110 630 9/11/2025 40.87 GEORGE L. MESSIC 645020/1 101 52720 630 9/11/2025 3.25 GEORGE L. MESSIC 645020/1 101 52720 630 9/11/2025 31.03 GEORGE L. MESSIC 645035/1 430 52700 690 9/11/2025 31.03 GEORGE L. MESSIC 645054/1 430 52700 690 9/11/2025 31.03 GEORGE L. MESSIC 645054/1 430 52700 690 9/11/2025 31.03 GEORGE L. MESSIC 645054/1 410 52700 670 9/11/2025 31.03 GEORGE L. MESSIC 64528/1 101 52110 650 9/11/2025 31.03 GEORGE L. MESSIC 64528/1 101 52110 650 9/11/2025 31.03 GEORGE L. MESSIC 64528/1 101 52110 650 9/11/2025 33.63 GEORGE L. MESSIC 64528/1 101 52110 650 9/11/2025 33.63 GEORGE L. MESSIC 64528/1 101 52120 650 9/11/2025 33.63 GEORGE L. MESSIC 6458/15/1 410 52250 670 9/11/2025 33.63 GEORGE L. MESSIC 64548/1 101 52720 630 9/11/2025 30.96 GEORGE L. MESSIC 64548/1 101 52720 630 9/11/2025 30.96 GEORGE L. MESSIC 64548/1 101 52110 650 9/11/2025 30.96 GEORGE L. MESSIC 64548/1 101 52110 650 9/11/2025 30.96 GEORGE L. MESSIC 64558/1 101 52110 650 9/11/2025 30.96 GEORGE L. MESSIC 64558/1 101 52110 650 9/11/2025 30.96 GEORGE L. MESSIC 64558/1 101 52110 650 9/11/2025 32.25 GEORGE L. MESSIC 64558/1 101 52110 650 9/11/2025 32.25 GEORGE L. MESSIC 64558/1 101 52110 650 9/11/2025 32.25 GEORGE L. MESSIC 6458/1 101 52110 630 9/11/2025 32.25 GEORGE L. MESSIC 6458/1 101 52110 630 9/11/2025 32.25 GEORGE L. MESSIC 6458/1 101 52110 630 9/11/2025 32.25 GEORGE L. MESSIC 6458/1 101 52110 630 9/11/2025 32.26 GEORGE L. MESSIC 64578/1 101 52110 630 9/11/2025 32.26 GEORGE L. MESSIC 64578/1 101 52110 630 9/11/2025 34.39 GEORGE L. MESSIC 64578/1 101 52110 630 9/11/2025 34.39 GEORGE L. MESSIC 6458/1 101 52110 630 9/11/2025 34.45 GEORGE L. MESSIC 64599/1 410 52250 670 9/11/2025 34.49 GEORGE L. MESSIC 64605/1 410 52250 670 9/11/2025 34.49 GEORGE L. MESSIC 64605/1 410 52250 670 9/11/2025 34.49 GEORGE L. MESSIC 64605/1 410 52250 670 9/11/2

						INDER 2025		
65160	9/11/2025	70.17	GEORGE L. MESSIC	646489/1	410	RANT LIST 52700	670	PIPE SUPPLIES- WATER
65160	9/11/2025	1.57	GEORGE L. MESSIC		410	52720	670	PIPE / WATER
65160	9/11/2025	10.51	GEORGE L. MESSIC		101	52110	630	VINEGAR,PAINT BRUSH/ STREETS
65160	9/11/2025	10.51	GEORGE L. MESSIC		410	52110	670	VINEGAR, PAINT BRUSH/ WATER
65160	9/11/2025	10.5	GEORGE L. MESSIC	646537/1	430	52110	690	VINEGAR, PAINT BRUSH/ SEWER
65160	9/11/2025	28.25	GEORGE L. MESSIC		101	52720	630	BITS / STREETS
65160	9/11/2025	32.17	GEORGE L. MESSIC	646613/1	101	52720	630	FLASHLIGHT, HARD HAT (TREE WORK) STREETS
65160	9/11/2025	33.43	GEORGE L. MESSIC	646639/1	430	52720	690	FASTENERS / SEWER
65160	9/11/2025	30.43	GEORGE L. MESSIC	646645/1	101	52720	630	MOUNTING TAPE, CONN. / STREETS
65160	9/11/2025	13.04	GEORGE L. MESSIC	646667/1	101	52110	630	HARD HAT (TREES) / STREETS
65160	9/11/2025	48.71	GEORGE L. MESSIC	646677/1	410	52700	670	TAPE,HAMMERS- W
65160	9/11/2025	48.7	GEORGE L. MESSIC	646677/1	430	52700	690	TAPE,HAMMERS-S
65160	9/11/2025	51.09	GEORGE L. MESSIC	646694/1	101	52720	630	DRILL BITS / STREETS
65160	9/11/2025	39.13	GEORGE L. MESSIC	646741/1	101	52110	650	GLOVES / PARKS
65160	9/11/2025	125.93	GEORGE L. MESSIC	646754/1	101	52110	650	INSECT KILLER, FOGGERS, GLUE TRAPS / PARKS
65160	9/11/2025	45.65	GEORGE L. MESSIC	646759/1	101	52110	650	HOSE,ADAPTER/ PARKS
65160	9/16/2025	44.55	GEORGE L. MESSIC	646761/1	101	52700	320	GAS CAP, ABSORBENT OIL / FIRE
65160	9/11/2025	26.09	GEORGE L. MESSIC	646777/1	410	52700	670	TORCH/SEWER
65160	9/11/2025	130.49	GEORGE L. MESSIC	646807/1	101	52110	650	SHEARS / PARKS
65160	9/11/2025	34.78	GEORGE L. MESSIC	646821/1	101	52110	650	LAWN BAGS /SCOUT CABIN
65160	9/11/2025	20.65	GEORGE L. MESSIC	646905/1	101	52110	630	TAPE/ STRRETS
65160	9/11/2025	41.3	GEORGE L. MESSIC	646908/1	101	52110	650	TAPE / PARKS
65160	9/16/2025	30.41	GEORGE L. MESSIC	647039/1	101	52700	320	TAPE / FIRE
65160 Total		2839.16						
65161	9/16/2025	210	MESSENGER PUBLI	31300	101	53100	220	PUBLIC HEARING SIDEWALK VENDING REGULATIONS
65161 Total		210						
65162	9/16/2025	1490.86	MME, MUNICIPAL M	41363	101	52720	630	500HR SERVICE / STREETS
65162 Total		1490.86						
65163	9/16/2025	9.74	PAPE MACHINERY	16397718	101	52720	650	SCREW, BUSHING FOR MOWER / PARKS
65163	9/16/2025	114.1	PAPE MACHINERY	16397729	101	52720	650	BISHING,SCREW,FREGHT / PARKS
65163 Total		123.84						
65164	9/11/2025	182.05	QUILL CORPORATION	45412999	101	52100	230	OFFICE SUPPLIES (NOTE PADS, PAPER)
65164	9/11/2025	157.86	QUILL CORPORATION	45412999	410	52100	670	OFFICE SUPPLIES (PAPER)
65164	9/11/2025	157.86	QUILL CORPORATION	45412999	430	52100	690	OFFICE SUPPLIES (PAPER)
65164	9/11/2025	157.86	QUILL CORPORATION	45412999	101	52100	640	OFFICE SUPPLIES (PAPER)
65164	9/16/2025	105.88	QUILL CORPORATION	45706684	101	52100	230	KEYBOARD,ENVELOPES,PURELL / FINANCE
65164	9/16/2025	112.22	QUILL CORPORATION	45706754	101	52100	230	OFFICE SUPPLIES (TAPE, LETTER OPENERS, CALC RIBBON)
65164 Total		873.73						
65165	9/11/2025	4141.29	SILICON RANCH CO	17155	430	52600	690	SERVICE CHARGES 8/1/2025-8/31/2025 / SEWER
65165 Total		4141.29						
65166	9/16/2025	45	SORENSON PEST C	1361005	101	52700	320	MONTHLY SVC-SEPT / FIRE
65166 Total		45						

						INDER 2025		
65167	9/11/2025	50	ANGELA STEFFES	9/11/2025	WAF 253	RANT LIST 53600	640	POOL DOOR FOB REIMBURSEMENT / POOL
65167 Total	J. 11. 2020	50		5. 11, 2020		20000	- 10	
65168	9/16/2025	1425	SUN RIDGE SYSTEM	92025	214	51300	710	RIMS / POLICE
65168 Total	0/10/2020	1425	OOK TRIBOL OTOTEL	02020	217	01000	710	THI IOT I GLIGE
65169	9/16/2025	2555.65	SUTTER BUTTES CO	47947	214	57100	710	GETAC LAPTOP MOUNT
65169	9/11/2025	2555.65	SUTTER BUTTES CO	47992	214	57100	710	MACHINERY & EQUIPMENT / POLICE
65169 Total	0/11/2020	5111.3	OOTTEN BOTTES GO	47002	217	07100	710	TWOTHNERT & EQUIT TENTY TO ELOC
65170	9/11/2025	75	TRANSUNION RISK	9/11/2025	214	52500	710	MINIMUM USAGE / POLICE
65170 Total	0/11/2020	75	THURITOOTTION	0/11/2020	217	02000	710	THIN TOTT CONGETT CEICE
65171	9/16/2025	231	TRI COUNTIES BAN	9/16/2025	101	52850	710	CALIFORNIA POLICE CHIEF CA.
65171	9/16/2025	440.31	TRI COUNTIES BAN	9/16/2025	101	52110	631	AMAZON (COATING FOR NEW STREETS)
65171	9/16/2025	50	TRI COUNTIES BAN	9/16/2025	101	52160	320	ROCCOS GIFT CARD FOR E. SWIFT / FIRE
65171	9/16/2025	9.99	TRI COUNTIES BAN	9/16/2025	101	52500	210	ADOBE / ADMIN. SERVICES
65171	9/16/2025	62	TRI COUNTIES BAN	9/16/2025	101	52500	215	CONSTACT CONTANCT / ECON. DEV.
65171	9/16/2025	72.97	TRI COUNTIES BAN	9/16/2025	101	53600	640	SAV MOR (ARCHERY) / REC
65171	9/16/2025	134.01	TRI COUNTIES BAN	9/16/2025	253	53600	640	SAV MOR (POOL SNACK BAR) / REC
65171	9/16/2025	186.13	TRI COUNTIES BAN	9/16/2025	253	53600	640	SAV MOR (POOL SNACK BAR) / REC
65171	9/16/2025	30	TRI COUNTIES BAN	9/16/2025	214	52100	710	WHEN I WORK / POLICE
65171	9/16/2025	212.06	TRI COUNTIES BAN	9/16/2025	214	51200	710	5.11 INC. / POLICE
65171	9/16/2025	309.94	TRI COUNTIES BAN	9/16/2025	214	51200	710	5.11 INC. / POLICE
65171	9/16/2025	136.54	TRI COUNTIES BAN	9/16/2025	214	52100	710	AMAZON (OFFICE SUPPLIES) / POLICE
65171	9/16/2025	-212.06	TRI COUNTIES BAN	9/16/2025	214	51200	710	5.11 INC. (REFUND) / POLICE
65171	9/16/2025	24.82	TRI COUNTIES BAN	9/16/2025	214	51300	710	RAILHOUSE PUB & GRILL / POLICE
65171	9/16/2025	6.85	TRI COUNTIES BAN	9/16/2025	214	52100	710	USPS / POLICE
65171	9/16/2025	619.57	TRI COUNTIES BAN	9/16/2025	214	52720	710	ROCK AUTO / POLICE
65171	9/16/2025	3	TRI COUNTIES BAN	9/16/2025	214	52100	710	USPS / POLICE
65171	9/16/2025	8.66	TRI COUNTIES BAN	9/16/2025	214	52100	710	STAPLES / POLICE
65171				9/16/2025				LIONS GATE / POLICE
65171	9/16/2025 9/16/2025	423.8 23.3	TRI COUNTIES BAN	9/16/2025	214 214	51300 51300	710 710	AMAZON (BOOKS) / POLICE
65171	9/16/2025	25.5	TRI COUNTIES BAN	9/16/2025	214	51300	710	BWY FBINA NATL OFFICE / POLICE
65171	9/16/2025	43.67	TRI COUNTIES BAN	9/16/2025	101	51300	630	SAV MOR / STREETS
65171	9/16/2025	105.08	TRI COUNTIES BAN	9/16/2025	101	52720	630	HARBOR FREIGHT / STREETS
65171	9/16/2025	150.96	TRI COUNTIES BAN	9/16/2025	101	52230	630	AMAZON (SIGNS) / STREETS
65171	9/16/2025	307.9	TRI COUNTIES BAN	9/16/2025	101	52230	210	ZOOM / ADMIN SERVICES
65171	9/16/2025	92.96	TRI COUNTIES BAN	9/16/2025	101	52100	631	AMAZON (MASKING WINDOW PAINT) MEASURE B
								,
65171 65171	9/16/2025 9/16/2025	936 463.26	TRI COUNTIES BAN	9/16/2025 9/16/2025	430 430	52700 52700	690 690	CUMMINS INC. / SEWER  AMAZON / SEWER
			TRI COUNTIES BAN					
65171	9/16/2025	127.08		9/16/2025	101	51300	320	SAV MORE (WESCOTT BURN) / FIRE
65171	9/16/2025	128.84	TRI COUNTIES BAN	9/16/2025	221	51300	320	ARCO (S/T)/ FIRE
65171	9/16/2025	186.97	TRI COUNTIES BAN	9/16/2025	221	51300	320	HAMPTON INNS (GIFFORD FIRE) / FIRE
65171	9/16/2025	153.6	TRI COUNTIES BAN	9/16/2025	101	52270	320	ARCO / FIRE
65171	9/16/2025	86	TRI COUNTIES BAN	9/16/2025	101	51300	320	SIERRA SAC. VALLEY / FIRE

						RANTLIST		
65171	9/16/2025	173.49	TRI COUNTIES BAN	9/16/2025	101	52700	320	SAMS CLUB / FIRE
65171 Total		5978.7						
65172	9/16/2025	8917.5	TYLER TECHNOLOG	025-52777	101	52500	231	ERP PRO TRAINING
65172 Total		8917.5						
65173	9/16/2025	180.29	ULINE, INC.	9/16/2025	101	52200	710	BLACK LATEX GLOVES / POLICE
65173 Total		180.29						
65174	9/11/2025	702.28	U. S. POST OFFICE	9/11/2025	410	52100	670	BULK POSTAGE FOR UTILITY BILLS/WATER
65174	9/11/2025	702.28	U. S. POST OFFICE	9/11/2025	430	52100	690	BULK POSTAGE FOR UTILITY BILLS/SEWER
65174 Total		1404.56						
65175	9/11/2025	95	VALLEY TOXICOLO(	5244	214	52500	710	ALCOHOL & DRUG ANALYSIS AUGUST 2025 / POLICE
65175 Total		95						
65176	9/16/2025	486.77	WAVE TECHNOLOG	DG-6537	101	53200	710	CELL PHONE SERVICES
65176	9/16/2025	69.54	WAVE TECHNOLOG	DG-6537	101	53200	320	CELL PHONE SERVICES
65176	9/16/2025	34.77	WAVE TECHNOLOG	DG-6537	101	53200	640	CELL PHONE SERVICES
65176	9/16/2025	34.77	WAVE TECHNOLOG	DG-6537	101	53200	210	CELL PHONE SERVICES
65176	9/16/2025	34.77	WAVE TECHNOLOG	DG-6537	101	53200	220	CELL PHONE SERVICES
65176	9/16/2025	34.77	WAVE TECHNOLOG	DG-6537	220	53200	225	CELL PHONE SERVICES
65176	9/16/2025	174.08	WAVE TECHNOLOG	DG-6537	101	53200	230	CELL PHONE SERVICES
65176	9/16/2025	34.77	WAVE TECHNOLOG	DG-6537	101	53200	310	CELL PHONE SERVICES
65176	9/16/2025	34.77	WAVE TECHNOLOG	DG-6537	101	53200	110	CELL PHONE SERVICES
65176	9/16/2025	34.77	WAVE TECHNOLOG	DG-6537	101	53200	215	CELL PHONE SERVICES
65176	9/16/2025	34.77	WAVE TECHNOLOG	DG-6537	101	53200	630	CELL PHONE SERVICES
65176	9/16/2025	39.88	WAVE TECHNOLOG	DG-6537	410	53200	670	CELL PHONE SERVICES
65176	9/16/2025	39.88	WAVE TECHNOLOG	DG-6537	430	53200	690	CELL PHONE SERVICES
65176 Total		1088.31						
65177	9/11/2025	200	CYNTHIA WHITE	9/11/2025	101	53800	650	SCOUT CABIN RENTAL DEPOSIT REIMBURSEMENT 7/31/25
65177 Total		200						
65178	9/11/2025	276.23	XEROX CORPORATI	40875701	101	53300	215	COPIER LEASE PAYMENT
65178	9/11/2025	276.23	XEROX CORPORATI	40875701	101	53300	220	COPIER LEASE PAYMENT
65178	9/11/2025	276.23	XEROX CORPORATI	40875701	101	53300	230	COPIER LEASE PAYMENT
65178 Total		828.69						
65179	9/30/2025	1341.64	AFLAC	475278	101	22340		P/R Liab - Long Term Disa
65179 Total		1341.64						
65180	9/29/2025	262	AMERICAN RIVER C	26-125ARC	214	51300	710	CLASSES FOR TRAFFIC COLLISION INVESTIGATION
65180 Total		262						
65181	9/29/2025	367801.2	AUBURN CONSTRU	9/29/2025	430	62681	690	RECYCLED WATER SYSTEM UPGRADES APPLICATION #12
65181 Total		367801.2						
65182	9/25/2025	20.87	AUTOZONE STORES	37102896	101	52720	630	WINDSHIELD REPAIR / STREETS
65182 Total		20.87			-			
65183	9/30/2025	301.7	BOGGS EQUIPMEN	9529	101	52720	630	FOR LEAF CLAW 1/2 PLATE -18':STREETS
65183	9/30/2025	301.7	BOGGS EQUIPMEN	9529	101	52720	650	FOR LEAF CLAW 1/2 PLATE -18': PARKS
65183 Total		603.4		3320				

						RANT LIST		
65184	9/25/2025	79.5	CINTAS	424351342	410	51200	670	LINEN MAINTENANCE: WATER
65184	9/25/2025	79.51	CINTAS	424351342	430	51200	690	LINEN MAINTENANCE: SEWER
65184	9/25/2025	64.64	CINTAS	424351389	101	51200	630	LINEN MAINTENANCE / STREETS
65184	9/25/2025	64.64	CINTAS	424351389	101	51200	650	LINEN MAINTENANCE / PARKS
65184	9/25/2025	79.5	CINTAS	424425940	410	51200	670	LINEN MAINTENANCE: WATER
65184	9/25/2025	79.51	CINTAS	424425940	430	51200	690	LINEN MAINTENANCE: SEWER
65184	9/25/2025	71.23	CINTAS	424425961	101	51200	630	LINEN MAINTENANCE: STREETS
65184	9/25/2025	71.23	CINTAS	424425961	101	51200	650	LINEN MAINTENANCE: PARKS
65184 Total		589.76						
65185	9/25/2025	211	CITY OF YUBA CITY	34420	430	52520	690	TESTING / SEWER
65185	9/30/2025	52	CITY OF YUBA CITY	34428	410	52520	670	TESTING / WATER
65185	9/25/2025	471.25	CITY OF YUBA CITY	34439	410	52520	670	TESTING / WATER
65185	9/25/2025	315	CITY OF YUBA CITY	34442	430	52520	690	TESTING / SEWER
65185	9/30/2025	66	CITY OF YUBA CITY	34448	430	52520	690	TESTING / SEWER
65185	9/30/2025	1928	CITY OF YUBA CITY	34450	410	52520	670	TESTING / WATER
65185	9/25/2025	90.19	CITY OF YUBA CITY	34451	410	52520	670	TESTING / WATER
65185	9/25/2025	66	CITY OF YUBA CITY	34452	430	52520	690	TESTING / SEWER
65185	9/30/2025	208	CITY OF YUBA CITY	34457	410	52520	670	TESTING / WATER
65185	9/30/2025	104	CITY OF YUBA CITY	34458	410	52520	670	TESTING / WATER
65185 Total		3511.44						
65186	9/30/2025	16.28	COUNTY OF COLUS	4578	101	53800	650	REIMBURSEMENT OF ALTERNATIVE SENTENCING AUG 2025
65186 Total		16.28						
65187	9/30/2025	75	COLUSA COUNTY A	9/30/2025	101	53800	710	PARKING VIOLATION AUG 2025
65187 Total		75						
65188	9/30/2025	450	COLUSA PROFESSI	9/29/2025	101	22400		P/R Liab - Firemen Assoc
65188 Total		450						
65189	9/29/2025	520.07	COMPUTER LOGIST	86526	214	52500	710	MONTHLY CLOUD SERVICES / POLICE
65189 Total		520.07						
65190	9/25/2025	345.38	CORBIN WILLITS SY	C509151	101	53300	230	ENHANCEMENT AND SERVICES FEES
65190	9/25/2025	345.38	CORBIN WILLITS SY	C509151	410	53300	230	ENHANCEMENT AND SERVICES FEES
65190	9/25/2025	345.38	CORBIN WILLITS SY	C509151	430	53300	230	ENHANCEMENT AND SERVICES FEES
65190 Total		1036.14						
65191	9/30/2025	578.5	COLUSA POLICE AS	9/30/2025	101	22410		P/R Liab - Police Assoc D
65191 Total		578.5						
65192	9/29/2025	156	DEPARTMENT OF JU	PO 64358	101	52430	710	Weapons Permit Police
65192 Total		156						
65193	9/30/2025	78458.88	ECS HOUSE INDUS	18413	430	57200	690	CAPITAL IMPSTAINLESS STEEL FLOATATION TANKS
65193 Total		78458.88						
65194	9/30/2025	1047.85	FASTENAL	104509	101	52110	610	BAGS & HAND PAPER TOWELS / CITY HALL
65194 Total		1047.85						
65195	9/30/2025	469.29	FRANCHISE TAX BO	9/30/2025	101	22520		PAYROLL GARNISHMENT
65195	9/30/2025	500	FRANCHISE TAX BO	9/29/2025	101	22520		PAYROLL GARNISHMENT

						RANTLIST		
65195	9/30/2025	100	FRANCHISE TAX BC	9/30/2025	101	22520		PAYROLL GARNISHMENT
65195 Total		1069.29						
65196	9/25/2025	200	RENEE GREEN	9/25/2025	101	53800	650	SCOUT CABIN DEPOSIT REIMBURSMENT 9/21/2025
65196 Total		200						
65197	9/30/2025	534.65	THE HARTFORD	239693940	997	22310		LIFE INSURANCNE PREMIUM
65197 Total		534.65						
65198	9/29/2025	1474.72	HOLT OF CALIFORN	1444922	101	52720	630	TRAVEL & PERMORMED SERVICE ON CATERPILLAR/STREETS
65198 Total		1474.72						
65199	9/25/2025	45.61	KEVIN HSU	20588	101	53600	640	BELT COLOTPURPLE / REC
65199 Total		45.61						
65200	9/30/2025	212.68	LES SCHWAB TIRE (	621004121	101	52720	630	MAINTENANCE ON TRASH TRAILER BIN / STREETS
65200 Total		212.68						
65201	9/25/2025	50.36	MERIDIAN SUPPLY	183592	101	52110	650	HALF POUND OF RAIN CIRCLE SPRINKLER
65201 Total		50.36						
65202	9/25/2025	55.43	GEORGE L. MESSIC	647098/1	101	52110	650	PRIMER, CEMENT GLUE, REMOVER TOOL / PARKS
65202	9/25/2025	40.41	GEORGE L. MESSIC		101	52110	630	SHOP TOWELS, INSECT REPLELLANT, CLEANER / STREETS
65202	9/25/2025	10.86	GEORGE L. MESSIC	647128/1	101	52110	630	MARKING PAINT / STREETS
65202	9/25/2025	52.18	GEORGE L. MESSIC	647254/1	101	52110	630	COMPOUND SWEEP / STREETS
65202	9/25/2025	36.95	GEORGE L. MESSIC		101	52110	650	CLEANER,RAGS / PARKS
65202	9/25/2025	43.8	GEORGE L. MESSIC		101	52110	610	CRIMPING PLIERS, FASTENERS / CITY HALL
65202	9/25/2025	19.03	GEORGE L. MESSIC		101	52110	650	SHOP PARTS / PARKS
65202	9/25/2025	96.06	GEORGE L. MESSIC		101	52110	650	BROOM,GLOVES,PAINT,ROLLER,BRUSH / PARKS
65202 Total	0, 20, 2020	354.72	0201102211120010	0.0.00.2		02220		
65203	9/30/2025	1750	MetLife Investors	9/30/2025	101	22510		P/R Liab - Deferred Comp
65203 Total	0.00.2020	1750	110121101111001010	0,00,2020				1771 Lau Doron du Comp
65204	9/29/2025	57.12	PACIFIC STORAGE (	5279062	214	52100	710	SERVICE 64 GAL TOTE / POLICE
65204 Total	0,20,2020	57.12	1710111001010102	0270002		02100	, 10	SERVICE OF GALL FOREIT SERVE
65205	9/25/2025	6.09	PAPE MACHINERY	16411235	101	52720	650	LOCK NUT / PARKS
65205 Total	0/20/2020	6.09	174 ET MONINER	10411200	101	02720	000	EGGKHG1717MKG
65206	9/25/2025	3269.73	PACIFIC GAS AND E	92525	101	52600	610	Utilities
65206	9/25/2025	1936.85	PACIFIC GAS AND E		101	52600	710	Utilities
65206	9/25/2025	3430.65	PACIFIC GAS AND E		101	52600	320	Utilities
65206	9/25/2025	879.46	PACIFIC GAS AND E		101	52600	630	Utilities
65206	9/25/2025	19.88	PACIFIC GAS AND E		620	52600	630	Utilities
65206	9/25/2025	4228.1	PACIFIC GAS AND E		241	52600	216	Utilities
65206	9/25/2025	39.75	PACIFIC GAS AND E		610	52600	630	Utilities
65206	9/25/2025	10244.93	PACIFIC GAS AND E		241	52600	630	Utilities
65206	9/25/2025	191.13	PACIFIC GAS AND E		640	52600	630	Utilities
65206	9/25/2025 9/25/2025	250.24	PACIFIC CAS AND E		101	52600	640	Utilities
65206		1301.2	PACIFIC GAS AND E		101	52600	650	Utilities
65206	9/25/2025	2535.73	PACIFIC GAS AND E		253	52600	640	Utilities
65206	9/25/2025	29166.86	PACIFIC GAS AND E	92525	410	52600	670	Utilities

65206	9/25/2025	37307.64	PACIFIC GAS AND E	92525	430	RRANT LIST 52600	690	Utilities
65206	9/25/2025	1329.47	PACIFIC GAS AND E		310	52600	650	Utilities
65206 Total	9/23/2023	96131.62	FACILIC GAS AND L	92323	310	32000	030	Ottitues
65207	9/30/2025	6304.31	PREMIER ACCESS I	3264519	997	22320		DENTAL INSURANCE PREMIUMS
65207 Total	9/30/2023	6304.31	PREMIER ACCESS I	3204319	997	22320		DENTAL INSURANCE PREMIUMS
65208	9/25/2025	103.7	OLULI CODDODATI	45828587	101	52100	110	INK AND CERTIFICATE COVERS / CITY CLERK
	9/25/2025		QUILL CORPORATION	45828587	101	52100	110	INK AND CERTIFICATE COVERS / CITY CLERK
65208 Total		103.7						
65209	9/25/2025	202.94	READING OIL, INC.	328266	101	52270	630	PROPANE / STREETS
65209 Total		202.94						
65210	9/30/2025	250	SIERRA CENTRAL C	9/30/2025	101	22500		P/R Liab - Credit Union
65210 Total		250						
65211	9/30/2025	61	STATE DISBURSEMI	9/30/2025	101	22520		COURT ORDERED CHILD SUPPORT PAYROLL WITHHOLDING
65211 Total		61						
65212	9/30/2025	835	SWRCB STORM WA	9/30/2025	101	62631	620	WESTCOTT RD. REHABILITATION FEE STATEMENT
65212 Total		835						
65213	9/30/2025	1702.87	USA BLUEBOOK	INV008345	430	52520	690	PROBE FOR DIRTY SAMPLES / SEWER
65213 Total		1702.87						
65214	9/25/2025	600	LEO VELASQUEZ	9/25/2025	101	53800	650	SCOUT CABIN RENTAL REIMBURSEMENT EVENT CANCELLED
65214 Total		600						
65215	9/25/2025	78.37	VERIZON WIRELESS	92525	310	53200	650	CELL PHONE SVC 8/17-9/16
65215	9/25/2025	421.96	VERIZON WIRELESS	92525	101	53200	710	CELL PHONE SVC 8/17-9/16
65215	9/25/2025	38.36	VERIZON WIRELESS	92525	220	53200	225	CELL PHONE SVC 8/17-9/16
65215	9/25/2025	76.72	VERIZON WIRELESS	92525	410	53200	670	CELL PHONE SVC 8/17-9/16
65215	9/25/2025	153.44	VERIZON WIRELESS	92525	430	53200	690	CELL PHONE SVC 8/17-9/16
65215	9/25/2025	76.72	VERIZON WIRELESS	92525	101	53200	650	CELL PHONE SVC 8/17-9/16
65215	9/25/2025	236.96	VERIZON WIRELESS	92525	101	53200	630	CELL PHONE SVC 8/17-9/16
65215	9/25/2025	76.37	VERIZON WIRELESS	92525	101	53200	210	CELL PHONE SVC 8/17-9/16
65215 Total		1158.9						
Grand Total		2189073.98						



#### City of Colusa California

#### STAFF REPORT

DATE: November 4th, 2025

**TO:** Mayor and Members of the City Council

**FROM:** Jesse Cain, City Manager, and Ishrat Aziz-Khan

#### AGENDA ITEM:

Consideration of Resolution approving the authorization of the City Manager to sign the Regional Housing Authority's Amended Contract.

#### Recommendation:

Approve the attached Resolution authorizing the City Manager to sign the Regional Housing Authority's amended contract.

#### **BACKGROUND ANALYSIS:**

The Regional Housing Authority (RHA) was formed in 1946 to assist low-income residents. The current members of the RHA are Yuba, Sutter, Nevada and Colusa counties, and City of Live oak, Yuba city and City of Colusa. The representative from the member entities forms the "Board of Commissioners", the governing body.

The County of Lake expressed their interest in joining the JPA that requires the approval of current members. At the April 16, 2025, meeting the Board of commissioners approved to consolidate with Lake County to administer their Housing Choice Voucher (Section 8), EHV and VASH assistance programs and its associated Annual Contributions Contract.

The Reginal Housing Authority requested the signed amended contract from all participating members.

#### **BUDGET IMPACT:**

No budget Impact on City of Colusa Budget

#### STAFF RECOMMENDATION:

Approve Resolution 25-

#### **ATTACHMENTS:**

Resolution 25-Amended Contract Signature Page

#### **RESOLUTION NO. 25-**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING THE AMENDED CONTRACT OF REGIONAL HOUSING AUTHORITY

**WHEREAS**, Regional Housing Authority comprises, Yuba County, Sutter County, Nevada County, City of Live Oak, Yuba City and the City of Colusa requested to approve the amended contract. The amended contract includes Lake County to join the JPA

WHEREAS, the city staff requests to authorize the city manager to sign the amended contract

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

- 1. Recitals. The foregoing recitals are true and correct and made part of this Resolution.
- 2. <u>Effective Date</u>. This Resolution shall be effective immediately.

Passed and adopted on this 4th day of November by the following vote:

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:	
Shelly Kittle, City Clerk	





Item 10.



1455 Butte House Road • Yuba City, CA 95993 Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775 www.RegionalHA.org

October 2, 2025

City Council City of Colusa 425 Webster Street Colusa, CA 95932

RE: Consolidation with Lake County

The Regional Housing Authority (RHA) provides rental assistance through the Housing Choice Voucher program for clients in several jurisdictions as per the Amended and Restated Joint Exercise of Powers Agreement approved in July 2016. Lake County Housing Authority has expressed a desire to consolidate its management and operations of its entire Housing Choice Voucher, Emergency Housing Vouchers (EHV) and Veterans Affairs Supportive Housing (VASH) assistance programs with a larger entity to create an area housing authority.

At the April 16, 2025, meeting of the Regional Housing Authority (RHA) Board of Commissioners it was approved to consolidate with Lake County to administer their Housing Choice Voucher (Section 8), EHV and VASH assistance programs and its associated Annual Contributions Contract. As per the U.S. Department of Housing and Urban Development (HUD), approval from the respective jurisdictions is required before the consolidation with Lake County can be finalized.

The Regional Housing Authority requests the City of Colusa City Council approve the attached Amended and Restated Joint Exercise of Powers Agreement between Sutter, Nevada, Yuba, Colusa and Lake Counites, and the Cities of Live Oak, Yuba City and Colusa, for the purpose of creating a Regional Housing Authority.

Sincerely,

Gustavo Becerra **Executive Director** 

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN SUTTER, NEVADA, YUBA, COLUSA AND LAKE COUNTIES, AND THE CITIES OF LIVE OAK, YUBA CITY AND COLUSA, FOR THE PURPOSE OF CREATING A REGIONAL HOUSING AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into effective November 1, 2025, by and between the counties of Sutter, Nevada, Yuba, Colusa and Lake (collectively "Counties") and the cities of Yuba City, Live Oak and Colusa (collectively "Cities"). Counties and Cities are collectively referred to as "Members" or "Member Agencies." This Agreement supersedes and repeals the "Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties" approved as of April 20, 2011 ("Original Agreement") and the Amended and Restated Agreement ("Agreement") approved as of July 6, 2016.

#### WITNESSETH

WHEREAS, each Member is empowered by law to establish a housing authority within its respective geographical territory, pursuant to Health & Safety Code sections 34340, et seq (the "Housing Authority Law") and to participate in federal housing programs; and

WHEREAS, Government Code Section 6500, et seq, (the "JPA Law") authorizes public agencies to enter into an agreement related to the joint exercise of power common to the parties to the Agreement, and the exercise of such additional powers as granted under the JPA Law; and

WHEREAS, Health & Safety Code Section 34324 allows two or more authorities to join or co-operate with one another in the joint exercise of any or all of their powers, including the ability to form a Regional Housing Authority; and

WHEREAS, each Member has determined by resolution that it has a need for a Housing Authority to function within its jurisdiction, that a housing authority exists within its jurisdiction (except in the case of the County of Colusa and City of Colusa) and that said housing authority is duly authorized by law to participate in a Regional Housing Authority as contemplated by this Agreement; and

WHEREAS, in 1946 the County of Sutter established a County Housing Authority, which duly operated as such until 1994 under the applicable provisions of the Housing Authority Law; and

WHEREAS, the cities of Live Oak and Yuba City declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243; and

WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City formed a consolidated housing authority known as the Consolidated Area Housing Authority of Sutter County, which duly operated as such until 2011; and

WHEREAS, in 1992 the County of Nevada established a County Housing Authority, which duly operated as such until 2011; and

WHEREAS, in April 2011 the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority entered into a Joint Exercise of Powers Agreement to create the Regional Housing Authority of Sutter & Nevada County, which has duly operated as a regional housing authority since that time; and

WHEREAS, in 1980, the County of Yuba established a County Housing Authority, which has duly operated as such since then; and

WHEREAS, in 2016, the County of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2016, the City of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2025, the County of Lake declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems, combine their respective resources and direct their respective efforts in a more concentrated manner toward the alleviation of such problems. The Members further recognize that the creation of a Regional Housing Authority will permit unified long-term approaches to addressing housing issues within expanded yet cohesive areas of operation; and,

WHEREAS, upon the adoption of this Agreement and the appointment of all additional Commissioners hereto, title to all properties owned or held by or in trust for the housing authorities operated by the County of Lake, together with all debts, demands, liabilities or other obligations existing in favor of or against such housing authorities shall become those of the Regional Housing Authority.

NOW THEREFORE, the Boards of Supervisors of the Counties of Sutter, Nevada, Yuba, Colusa and Lake and the City Councils of Live Oak, Yuba City and Colusa for and in consideration of the mutual promises and agreements herein contained do agree as follows:

Formation of Agency. The Regional Housing Authority of Sutter and Nevada Counties ("Authority") was established in 2011 as an authority and a public entity separate and distinct from its Members, and which may sue and be sued. The Authority is hereby amended to add the County of Lake as a Member Agency and, is hereby renamed as the Regional Housing Authority, serving the communities of Sutter, Nevada, Yuba, Colusa and Lake Counties. A county or city may become a Member of the Authority upon (1) its governing body expressly ratifying and adopting this Agreement, and (2) amendment of this Agreement pursuant to Paragraph 14, below.

- 2. <u>Purpose</u>. The purpose of this Agreement is to create a separate public entity to provide for the joint participation by Members, as Members of the Authority, to:
  - (a) Address regional and area wide housing problems;
  - (b) Provide for unified long-term approaches to addressing housing needs within the scope of the Authority's jurisdiction;
  - (c) Prevent unnecessary duplication of effort on behalf of Members;
  - (d) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.
- 3. <u>Powers</u>. The Authority shall have any and all common powers of the individual housing authorities organized and operated by the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of any of its respective Member Agencies.
- 4. <u>Governing Board.</u> The governing board of the Authority shall be referred to as the "Board of Commissioners" and shall be composed of the following Commissioners:
  - (a) <u>Member Representatives</u>. Two (2) persons appointed by the governing bodies of each Member Agency.
  - (b) <u>Tenant Representative</u>. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and jointly appointed by the governing bodies of all Member Agencies. The Tenant Commissioner shall be a tenant of the Authority as of the date of his or her appointment to the Board.
  - (c) <u>Vacancies</u>. Vacancies shall be filled in the same manner as the initial Commissioners are selected.
  - (d) <u>Notification of Appointments</u>. Member Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments to the Authority Board.
  - (e) <u>Elected Member Representative Terms</u>. Elected Member Representatives shall be appointed to aone (1) year term commencing on January 31 of each year; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
  - (f) <u>Non</u>-Elected Member Representative Terms. Non-Elected Member Representatives shall be appointed to a four (4) year term commencing on January 31 of the year of their appointment; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
  - (g) New Member Representatives. New Members Agencies shall designate a Member Representative to serve for a term of either one (1) year commencing on January 31 of the year of their appointment if the are an Elected Member Representative or a Non-Elected Member Representative to serve a term of four (4) years commencing on January 31 of the year they are appointed. All successor appointees to the Board shall be

- appointed to either a one-year term or a four (4) year term, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.
- (h) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years commencing on January 31 of the year of their appointment; provided, however, that no such Representative shall continue to be a Commissioner if the Representative ceases to be a tenant of the Authority. All successor Tenant Representatives shall be appointed to two (2) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.
- (i) <u>Removal of Commissioners</u>. Pursuant to Health & Safety Code section 34282, Commissioners may be removed for inefficiency, neglect of duty or misconduct in office by the governing body of the Member Agency that appointed him or her or, in the case of a Tenant Representative, by the Board of Commissioners.
- (j) <u>Quorums: Majority Vote Required</u>. A simple majority of the Commissioners of the Authority shall constitute a quorum for the purpose of conducting business, exercising the powers of the Authority, and for all other purposes. A majority of the directors present shall be required to vote affirmatively for any action in order for said action to be valid and effective.
- (k) <u>Chair; Vice Chair</u>. The Board of Commissioners shall select from its membership a chair and a vice-chair, each of whom shall serve for a term of one year.
- (I) <u>Attendance</u>. Member Agencies understand and agree that, in order for the Authority to function effectively, it is imperative to have an active, engaged and full Board. To that end, Member Agencies will use all due diligence and reasonable efforts to appoint Commissioners who have the time, expertise and interest to participate in the governance of the Authority.
- (m) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.
- 5. Duties of Governing Board. The Board shall have the following duties and powers:
  - (a) To act as the policy making body of the Authority;

- (b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;
- (c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;
- (d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;
- (e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;
- (f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.
- (g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;
- (h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.
- (i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.
- (j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.
- 6. <u>Budget</u>. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.
- 7. <u>Fiscal Year</u>. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.
- 8. <u>Custody of funds; reporting</u>. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives. Annual audits of the Authority's accounts and records

shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.

- 9. <u>Limitations on Expenditures</u>. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.
- 10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.
- 11. <u>Insurance</u>. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.
- 12. <u>Legal Services</u>. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.
- 13. <u>Duration of Agreement</u>. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.
- 14. <u>Termination of the Authority.</u> In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the Authority upon termination. Any Member who withdraws from the Authority prior to termination

of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

- 15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.
- 16. <u>Agency Designation</u>: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies.
- 17. <u>Severability</u>. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
- 18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.
- 19. <u>Counterparts</u>; <u>Effective Date</u>. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

[Signatures on following pages]

written.
CITY OF YUBA CITY
By: Title:
CITY OF LIVE OAK
By: Title:
COUNTY OF SUTTER
By: Title:
COUNTY OF NEVADA
By: Title:
COUNTY OF YUBA
By: Title:
COUNTY OF COLUSA
By: Title:
CITY OF COLUSA
By:

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above

COUNTY OF LAKE
By:
Title:

**Estimate** 

## Carvalho's Heating & Air Conditioning, Inc.

PO Box 833 Maxwell, CA 95955 (530) 438-2999 / License959513 carvalhosheatandair@frontier.com

ESTIMATE#	1069649217
DATE	06/26/2025
504	

#### CUSTOMER

Colusa Police Department 260 6th St. Colusa CA 95932 (530) 458-7777

				ITL		

Colusa Police Department 260 6th St. Colusa CA 95932 (530) 458-7777

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	him to J.	VII	112.01	V/14

Estimate					
Description	Qty	Rate	Total		
Bid Job Project: City Hall Mini Split	argan y nga arawan na Capatia argan a maganya arawan				
<ul> <li>Install Bryant 3 ton ductless mini split.</li> <li>Install exposed freon lines and drain on outside of building.</li> <li>Cover freon lines with sheet metal cover.</li> <li>Includes pad.</li> <li>Includes electrical.</li> <li>10 year parts, 1 year labor warranty.</li> <li>Price includes equipment, tax, and prevailing wage labor.</li> </ul>	1.00	21,788.00	21,788.00		

CUSTOMER MESSAGE	Estimate Total:	\$21,788.00
PRE-WORK SIGNATURE		
Signed By:		



P.O. Box 1056 Yuba City, CA 95992

Phone (530) 673-3137 Fax (530) 673-3138 www.johnburgerhvac.com

**BILL TO** 

City of Colusa - Customer 425 Webster Street Colusa, CA 95932 USA

**ESTIMATE** 59745283

ESTIMATE DATE May 05, 2025

**JOB ADDRESS** 

City of Colusa - Customer 425 Webster Street Colusa, CA 95932 USA Job: 80300 Technician: Trey B.

#### ESTIMATE DETAILS

Carrier 55K BTU Ductless multizone mini split: Includes (1) Carrier 55K BTU Multizone Heat Pump condenser, (2) 36k Highwall Fan Coil, copper line sets, sheet metal covers, 60 Amp electrical circuit, ultra lite pad for condenser and All Prevailing wage Labor to complete job.

ULDIFFERENCE.	NAMES OF THE PARTY OF	NICK TEACHAE	Olosk i a Mentolosi	ANTONIO MANTETERNA SONO SON
חום	: 1/1	пті	EEV	Overview

SERVICE

QTY

PRICE

1.00 \$25,105.72 \$25,105.72

TOTAL

DLS MULTI 55K Overview

If you happen to live in a home without ductwork or have a converted area for a living/working space, you'll appreciate this multi-zone heat pump. The MGR system can provide year-round comfort, cooling for those hot summer days and warmth the rest of the year, even when temperature dips down to 5° F at full heating capacity (with the right

size and system combination).

DESCRIPTION

As a multi-zone, you can use up to five multiple style indoor units supported by just this one efficient, outdoor Inverter compressor unit. For quiet comfort in a multi-space application, it can't be beat.

Carrier 37MGRAQ55

SUB-TOTAL

\$25,105.72

TAX

\$1,092.18

TOTAL

\$26,197.90

Thank you for choosing John Burger Heating & Air Conditioning, Inc. CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by John Burger Heating & Air Conditioning, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here	Date
Signatere	Date







Page No. 1 of 1



American Standard.

1188 Hassett Ave. Yuba City, Ca 95991 Phone: (530) 674-8307 Cell/Text: (530) 812-3250 Email: rbogdonoff@rbspencerinc.com

MITSUBISHI ELECTRIC



#### PROPOSAL SUBMITTED TO (verify legal owner & name, for prelien notice) \_\_\_ TODAY'S DATE DATE OF PLANS/PAGES/SPECIFICATIONS City of Colusa Police Department C/O Police Chief Joshua Fitch 10-17-25 None\_/\_No specifications\_provided EΜΔΤΙ PHONE NUMBER JOB NAME / DESCRIPTION (530) 458-9777 x 1001 jfitch@colusapd.gov Colusa City Hall (Upstairs PD Office) ADDRESS, CITY, STATE, ZIP JOB LOCATION / OTHER 260 6th Street Colusa CA 95932 425 Webster St Colusa CA 95932

Preliminary Proposal/Worksheet

#### Install a ductless mini split heat pump system to the upstairs PD office (No specifications provided)

4 ton nominal system capacity per preliminary/generic computerized sizing calculations (pending verification & review)

Two 2 ton nominal capacity outdoor AC Heat Pump units on lightweight AC pads

Two 2 ton nominal capacity indoor AC Heat Pump units - high sidewall model with handheld remote

Refrigerant lines, drain line, control wiring in an exterior cover, wall access is pending review & verification\*

Outdoor electrical service disconnect with surge protection to an electrical line by others

Excludes 220V/240V electrical supply lines and circuit breakers, access and supply was unable to be verified

Wall access or penetrations are pending verification & inspection, additional measures may be needed (not included)

We will start and test the system when complete. Excludes Permits & HERS certifications

Limited 1 year RB Spencer Installation/labor guarantee (excludes existing components, void if serviced by others)

Standard installation practices, standard scheduling, prevailing wage labor rates

**Excludes,** Permits, HERS test/compliance, Title24, System design, operation, sizing, engineering, lead or asbestos testing or abatement, hazardous materials of any kind, landscaping, electrical, roofing, siding, bracing/structural of any kind, access, platform, existing items, code upgrades, commercial code upgrades, economizers, ventilation, outside air, indoor air quality, plaster sheetrock brick or wall repair/finishing, painting, modifications, concealed items, or upgrades not listed. Any additional or unforeseen items will be extra. Additional wall access/penetrating may be needed (extra) System performance is based on the existing building components, weather & usage.

Annual periodic maintenance & full payment is required to validate the warranty/guarantee.

Preliminary Investment above \$23,457 No specifications or provisions have been provided

All material is guaranteed to be as specified. All work to be completed in a substantial wor alteration or deviation from above specifications involving extra costs will be executed only u agreements contingent upon strikes, accidents, or delays beyond our control. If job is cancel Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by are subject to manufacturer or industry price increase and or changes. If either party comme in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigs FOR YOUR PROTECTION: Due to increases in email and computer fraud. Please do NC NOT ask for them in an email, text or online. Therefore, we cannot be responsible. If	ipon written orders and will become an extra charge over and above the estimate. All led after ordering equipment, you will be responsible for re-stocking fees or charges. by which we have been continuing beyond 90 days inces legal action to enforce its rights pursuant to this agreement, the prevailing party ation relating to said legal action, as determined by a court of competent jurisdiction. It share your confidential information, banking, or credit card numbers. We will
RB Spencer Signature	Richard BogdonoffNote: this proposal may be withdrawn by us CA HIS# 45527SP if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as follows CASH/CHECK payment with 10% down and the remainder upon billing or approved financing. Accepted CREDIT CARDS will have an additional 3% convenience fee. Third party Rebates/Incentives may be available, incentives are not provided or guaranteed by RB Spencer Inc. Actual Investment/pricing is subject to manufacturer escalation, options & availability at time of purchase. Owner or the responsible party agrees to pay RB Spencer regardless of completion, inspection, incentives, or financing status.



#### **City of Colusa California**

#### STAFF REPORT

DATE: November 4, 2025

**TO:** Mayor Cordorniz and members of the City Council

**FROM:** Joshua Fitch, Police Chief, Via Jesse Cain, City Manager, and Ryan Jones, City

Attorney

#### **AGENDA ITEM:**

<u>Subject:</u> A Resolution of the Colusa City Council to authorize the Police Chief to purchase a ductless mini split heater / air conditioning unit for the Colusa County Task Force office located on City property.

**Recommendation:** Authorize the Police Chief to purchase, a ductless mini split heater / air conditioning unit and pay for related installation costs from Carvalho's Heating & Air Conditioning, Inc., amount not to exceed \$25,000.

#### **BACKGROUND ANALYSIS:**

The Colusa County Task Force has utilized previously vacant City property as their base of operations and office space for over two decades. Currently it is being heated and cooled by a window type air conditioner / heater which is and always has been insufficient.

Three quotes were received with the lowest provided by Carvalho's Heating & Air Conditioning, Inc., for \$21,788.00.

#### **BUDGET IMPACT:**

None. City Hall impact fee funds will be used for this purchase. The current balance in this fund is in excess of \$109,000.

#### STAFF RECOMMENDATION:

Adopt Resolution 25- AUTHORIZING THE CITY OF COLUSA POLICE CHIEF TO PURCHASE A DUCTLESS MINI SPLIT HEATER / AIR CONDITIONING UNIT AND PAY FOR RELATED INSTALLATION.

#### ATTACHMENT:

Resolution 25-

Three (3) quotes received.

#### **RESOLUTION NO. 25-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA AUTHORIZING THE CITY OF COLUSA POLICE CHIEF TO PURCHASE A DUCTLESS MINI SPLIT HEATER / AIR CONDITIONING UNIT AND PAY FOR RELATED INSTALLATION

WHEREAS, the City of Colusa City Council has agreed to accept the lowest quote for goods and

WHEREAS, the City has a plan to purchase the mini split heater / air conditioning unit for the Colusa County Task Force office located on City property from Carvahlo's Heating & Air Conditioning, Inc.;

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

1. The City Council authorizes the Police Chief to purchase the mini split heater / air conditioning unit and related installation for the Colusa County Task Force office from Carvahlo's Heating & Air Conditioning, Inc.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Colusa at a regularly scheduled meeting held on the 4th day of November 2025 by the following vote:

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



#### City of Colusa California

#### STAFF REPORT

DATE: November 4, 2025

**TO:** City Council – Public Hearing to Amend the Colusa Municipal Code to create a

Sidewalk Vending Regulations - Ordinance

FROM: Jake Morley, Planning Consultant

**AGENDA ITEM:** City Council to hold a public hearing and introduce and conduct the first reading by title only, Ordinance entitled "An Ordinance of the City Council of the City of Colusa adding Appendix A – Chapter 12-17 – Sidewalk Vending to the Colusa Municipal Code and finding the Ordinance Exempt from the California Environmental Quality Act"

**Recommendation:** The Planning Commission and Staff recommend that the City Council hold a public hearing on the proposed Ordinance amendment (**Attachment 1**) and introduce the Ordinance by reading its title only:

Ordinance of the City Council of the City of Colusa adding amendments to Appendix A – Chapter 12-17 – Sidewalk Vending to the Colusa Municipal Code

#### **BACKGROUND AND ANALYSIS:**

In 2018 California Senate Bill 946 (SB 946) sought to encourage sidewalk vending across the state, in part by decriminalizing sidewalk vending and limiting local authorities to administrative citations as enforcement tools. In 2022, California Senate Bill 972 (SB 972) encouraged permitting for sidewalk vendors and further limited local authorities' ability to penalize sidewalk vending.

The state found that such vendors provide important entrepreneurship and economic development opportunities for low income and immigrant communities, while increasing desired goods, culturally significant foods and merchandise while contributing to a safe and dynamic public space. State laws distinguish between roaming sidewalk vendors (i.e.: push carts, pedal-drive cart, wagon or non-motorized) and stationary sidewalk vendors (i.e.: stands, rack or display).

The City of Colusa Municipal Code (CMC) is currently silent on sidewalk vending, while community discussion has been ongoing and venders continue to sell products and food without the benefit of standards or license requirements.

Summary of SB 946 and SB 972

- Cannot require sidewalk vendors to operate within specific parts of the public right-ofway unless the restriction is related to objective health, safety or welfare concerns.
- Cannot prohibit sidewalk roaming vendors from selling in local parks but can limit stationary vendors if local agencies have a contract with a concession operator within the park.
- Cannot restrict sidewalk vendors to operate in designated neighborhoods or areas unless directly related to objective health, safety or welfare concerns.
- Cannot use "economic competition" (i.e.: brick and mortar stores) as a basis for limiting sidewalk vending.
- Cottage food operations can support vending operations.
- For enforcement, the City is limited to the administrative citations of specific amounts are mentioned in the ordinance.

#### Local authorities can:

- Limit the hours of operation so long as they are not unduly restrictive.
- Maintaining sanitary conditions and securing local authority permits, valid business license.
- Ensure compliance with the federal American with Disabilities Act or other disabled access standards.
- Prohibit sidewalk vendors from the immediate vicinity of permitted certified farmers; market or permitted swap meeting.
- Restrict or prohibit sidewalk vendors within the immediate vicinity of any special temporary permit issued by a local agency (i.e.: parades or outdoor concerts).
- Can subject violators to administrative fines.

The proposed Sidewalk Vending Ordinance (See Attachment A) is intended to create a regulatory system for sidewalk vending that brings the City of Colusa law in compliance with recent Senate Bills while also contributing to the economic and cultural experiences of the community while also balancing the built environment acknowledging established improvements related to safety such as fire hydrants and movement of vehicles, while also acknowledging other pedestrians that utilize sidewalks for access and movement.

#### Planning Commission

On October 1, 2025, Planning Commission recommended approval (5 yes, 0 no) to the City Council to adopt the proposed ordinance, with modifications, which are <u>underlined</u> as

additions or strikethrough as language to be removed (see draft Ordinance) and to find the Colusa Municipal Code amendments exempt from the California Environmental Quality Act (CEQA).

#### **GENERAL PLAN:**

The following General Plan Goals, Policies and Actions are appliable to the project:

Goal LU-8: To provide a variety of high-quality residential developments and neighborhoods for all income groups.

Goal LU-10: To promote an expanding and increasingly diversified local economy that will meet the employment needs of local residents and strengthen the local tax base.

Policy LU-10.1: The City shall make every effort to attract new jobs-producing businesses that will maximize economic benefits to current and new residents and businesses.

Goal CCD-1: To ensure the preservation and enhancement of Colusa's unique community character and vitality within its neighborhoods and business districts.

Policy CCD-4.2: The City shall encourage a combination of uses in the Downtown to include retail, office, and entertainment uses (e.g., movie and performing arts theaters) that serve the daily and occasional needs of residents.

#### **FINDINGS**

The required findings for adopting the Ordinance and CEQA Exemption are found within the Ordinance (Attachment 1).

#### PUBLIC CONTACT AND ENVIRONMENTAL REVIEW

A 20-day public hearing notice was published in the Pioner Review on October 10, 2025, and a notice was also placed at the planning counter. The Ordinance amendment has been determined exempt pursuant to the California Environmental Quality Act Section 15060(c)(2) and 15061(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a Municipal Code text amendment, it can be seen with certainty that the proposed action may result in a significant effect on the environment, and the proposed revisions to the Municipal Code are exempt from further review under CEQA.

#### **BUDGET IMPACT**

None Expected

#### **ATTACHMENTS**

1. Ordinance of the City Council - Chapter 12.17 – Sidewalk Vending Regulations

## ORDINANCE NO. \_\_\_\_\_(Uncodified)

# ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA ADDING APPENDIX A – CHAPTER 12-17 – SIDEWALK VENDING OF THE COLUSA MUNICIPAL CODE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

*WHEREAS*, this Ordinance adds Appendix A – Chapter 12-17 – Sidewalk Vending to the Colusa Municipal Code to allow ministerial review of sidewalk vending; and

**WHEREAS**, this Ordinance advances and provides important entrepreneurship and economic development opportunities, interest, diversity and base, while increasing desired goods, cultural significant foods and merchandise while contributing to a safe and dynamic public space through a series of regulations and standards as well as being in compliant with California Senate Bill 946 (2018) and Senate Bill 972 (2022); and

WHEREAS, this Ordinance has been found to be exempt from the California Environmental Quality Act (CEQA) pursuant to sections 15060(c)(2) and 15061(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a Municipal Code text amendment, it can be seen with certainty that the proposed action may result in a significant effect on the environment, and the proposed revisions to the Municipal Code are exempt from further review under CEQA; and

**WHEREAS**, On October 1, 2025 the Planning Commission conducted a duly notice public hearing to consider the staff report, staff recommendation, and public testimony concerning the ordinance. Following the public hearing, the Planning Commission voted to recommend forwarding the ordinance to the City Council with a recommendation in favor of its adoption; and

BE IT ORDAINED by the Council of the City of Colusa find that:

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The City Council finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(2) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable physical change in the environment; and the activities is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

**Section 3**. In accordance with the State of California Government Code commencing with section 65800, the City of Colusa City Council finds that:

- 1. General Plan: The ordinance amendments to the Colusa Municipal Code (CMC) are consistent with the General Plan and are found to be consistent with and advances economic related policies for the City of Colusa as outlined in the Land Use (LU-8, LU-10, LU-10-1) and Community Character (CCD-1 and CCD-4.2) Elements portions of the General Plan. Further, the ordinance amendments are in compliance with California Senate Bill 946 (2018) which sought to encourage sidewalk vending across the state and Senate Bill 972 (2022) which also encouraged sidewalk vending while limiting local authority ability to penalize sidewalk vending.
- 2. Health, Safety, and Welfare; Illogical Land Use Pattern Adoption of this ordinance will not adversely affect the public health, safety and welfare as it updates the Colusa Municipal Code to allow ministerial review of home occupation permits that sets up standards and regulations. This ordinance will not result in an illogical land use pattern as it is not amending the City's zoning map.
- 3. Consistency with Appendix A. This ordinance is consistent with the purpose and intent of the Colusa Municipal Code as it does not alter or revise the type of intensity of allowed uses in the both commercial and residential zoning districts and ensures that the provisions thereof are consistent with the City's General Plan and State regulations and requirements.

Section 4 Code Amendment. Chapter 12.17 is hereby added in its entirety to Appendix A

– Zoning of the Colusa Municipal Code to read as follows:

#### \_-----8

**Chapter 12-17: Sidewalk Vending Regulations** 

#### Sec. 12-17.01 – Purpose

The purpose of this article is to establish a sidewalk vending business license and regulatory program in compliance with Senate Bill 946. The provisions of this chapter allow the City of Colusa to encourage small business activities by removing sidewalk prohibitions on small-scale stationary and mobile vendors of goods, wares, merchandise, or food items under a regulatory and enforcement program that protects the public's health, safety, and welfare. This chapter applies only to vending on public property and does not regulate activity on private property.

#### **Sec. 12-17.02 – Definitions**

#### As used in this chapter:

- Administrator means the City Manager or their designee responsible for implementing and enforcing this chapter.
- **Business license** refers to a valid City business license issued under Chapter 10, Section 26 of the Municipal Code.
- Cart includes any pushcart, pedal-driven cart, stand, rack, showcase, wagon, or other non-motorized equipment used for vending, whether stationary or mobile.
- California Retail Food Code means Part 7 of Division 104 of the California Health and Safety Code (§113700 et seq.).
- Colusa County health permit means permits, licenses, or certifications issued by Colusa County Environmental Health for vending food in the city.
- Food means any edible substance or beverage intended for consumption.
- Goods or merchandise refers to any item that is not food.
- **Health Department** means the Colusa County Department of Environmental Health.
- **Person** includes an individual, partnership, corporation, association, group, or entity, whether for-profit or nonprofit.
- Roaming vending cart means a cart that is moved continuously and only stops to conduct sales, used by a roaming sidewalk vendor.
- **Roaming sidewalk vendor** is a sidewalk vendor who moves from place to place and stops only to complete transactions, as defined in Government Code §51036(b).
- **Rules and regulations** means policies established by the Administrator and adopted by City Council resolution to implement this chapter.
- **Sidewalk** means any paved pedestrian path or public walkway in the City's right-of-way.
- **Sidewalk vending** means the sale of food or goods from a cart or from one's person on public sidewalks or pedestrian paths.
- **Sidewalk vending program** refers to the City of Colusa's permit and compliance system for sidewalk vendors under this chapter.
- **Sidewalk vendor** means a person who vends on public pedestrian areas as described in Government Code §51036(a).

- State seller's permit means a permit issued by the California Department of Tax and Fee Administration for sales tax collection.
- Stationary vending cart means a vending cart that remains at a fixed location during operating hours.
- Stationary sidewalk vendor is a vendor who operates from a fixed location, as defined in Government Code §51036(c).
- **Vending permit** refers to a permit issued by the Administrator to authorize sidewalk vending within the City of Colusa.

#### Sec. 12-17.03 – Vending Permit Required

No person may engage in sidewalk vending within the City without first obtaining a vending permit issued by the Administrator. Vendors must comply with all permit terms and applicable laws.

#### Sec. 12-17.04 – Application Requirements

- (a) To obtain or to renew a vending permit, a sidewalk vendor must provide the following as part of the application:
  - 1. Valid identification, such as a State of California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number, or any other government-issued identification card.
  - 2. The name, address and telephone number of the sidewalk vendor.
  - 3. Proposed hours and days of operation.
  - 4. Whether the sidewalk vendor intends to operate a stationary vending cart or a roaming vending cart.
  - 5. Proposed location of operation.
    - i. An application for placement of a stationary vending cart in a commercial or industrial area of the city must contain the proposed location, marked by major cross streets, and a photo or sketch of such location.
    - ii. An application for a roaming vending cart in a residential area of the city must contain a sketch or description of the route the sidewalk vendor will travel.
    - iii. If a cart will be used, a description of the cart, including dimensions.
  - 6. The type of merchandise or food offered for sale or exchange.

- 7. Proof of a valid business license issued pursuant to Title 10.
- 8. The application or renewal fee, in an amount established by resolution of the City Council.
- 9. A valid state seller's permit and any additional licenses from state or local agencies to the extent required by law.
- 10. A county health permit for food-related vending, if applicable.
- 11. A certificate of completion of a food handler course, if applicable.
- 12. A declaration that the information provided to the city is true and correct.
- (b) Vending permits will expire one year after the date of issuance.
- (c) Vending permits are not transferable.
- (d) A person whose vending permit is revoked may not renew their vending permit for one year.
- (e) In accordance with Government Code section 51038(c)(4), identification numbers, including social security numbers, will be confidential and will not be disclosed.
- (f) The Administrator may require inspection of the cart as a condition of permit issuance.
- (g) If there is any prior history of violations under this chapter, the Administrator may review any such violations in its review of renewal requests and consider those violations when imposing conditions on a renewal permit.

#### Sec. 12-17.05 – General Operational Requirements

Applicants, Operators and Vendors must:

- (a) Display a valid city vending permit and any other required permits that are issued by other public agencies, such as a county health permit.
- (b) Operate only within the approved hours and locations of the vending permit.
- (c) A vendor must keep and maintain a clean and trash-free 20-foot radius from the sidewalk vendor's stationary cart during hours of operation and must leave the area clean by the approved closing time.
- (d) Provide customer trash bins no larger than 20 gallons in capacity (if vending food).
- (e) Not exceed cart size: 72" (L) x 54" (W) x 78" (H), plus small condiment table (max 48" x 24") and trash can (max 20 gal).
- (f) Operate food carts within 200 feet of approved restrooms (if stationary).
- (g) Use no amplified sound or unpermitted electricity.

- (h) Comply with local and state laws, including the Americans with Disabilities Act (ADA) and food packaging rules.
- (i) No signs that are not attached to the vending cart may be used or displayed.
- (j) No vending cart, condiment table or trash receptacle, or other operational equipment may be left at the vending location after closing.
- (k) Sidewalk vendors may not set up tables, chairs, or other structures.
- (l) Sidewalk vendors must comply with all applicable federal, state, and local laws, regulations, and ordinance

#### Sec. 12-17.06 – Vending in Residential Areas

- (a) Stationary vending is prohibited in residential zones.
- (b) Roaming vendors may operate but must keep moving except to complete a sale.

#### Sec. 12-17.07 – Prohibitions on placement of stationary or roaming carts

Stationary vending carts may not be placed:

- (a) No sidewalk vendor may place or leave any vending cart or supporting equipment that is:
  - 1. Within 10 feet of a marked crosswalk or Americans with Disabilities Act (ADA) access ramps.
  - 2. Within 10 feet of a curb return for an unmarked crosswalk.
  - 3. Within 5 feet of hydrants or driveways.
  - 4. Within 12 inches of the edge of the curb.
  - 5. Within 5 feet of any driveway or driveway apron.
  - 6. Within marked bus zones or within 5 feet of a designated bus stop.
  - 7. Within any color curbed zones, such as red, blue, yellow, green, and white zones.
  - 8. Where placement impedes the flow of vehicle traffic, such as on public streets or public highways, or any roadway (as defined by Vehicle Code section 530).
- (b) No vending cart may be chained or fastened to any utility pole, sign, tree, or other object in the public right-of-way or left unattended.
- (c) No vending cart may impede the flow of pedestrian traffic by reducing the path of travel to less than 4 feet or impede access to or restrict the use of abutting property, including, but not limited to, residences and places of business, in accordance with the Americans with Disabilities Act (ADA).
- (d) No vending cart may play music or have any other noise device.

(e)(d) Notwithstanding any specific regulations in this chapter, no sidewalk vendor may install, use or maintain a vending cart where placement endangers the safety of persons or property.

#### Sec. 12-17.08 – Vending in Parks and Recreation Areas

- (a) Only allowed on paved/decomposed granite pedestrian paths.
- (b) Prohibited within 25 feet of another vendor.
- (c) Prohibited where exclusive concession or event contracts exist.
- (d) Sidewalk vendors may not possess, utilize, or provide any person with any bottle, cup, dish, tumbler jar, or container having any glass.

#### Sec. 12-17.09 – Proximity to Events

#### Vending is prohibited:

- (a) Within 50 feet from all borders of a city-sponsored or city-permitted event within the time period commencing of the event and from one hour before until one hour after the event.
- (b) Within 50 feet from all borders of a farmers' market or swap meet during operational hours.
- (c) The Administrator will maintain a list of permitted event areas and notify vendors upon request.

#### Sec. 12-17.10 – Administration

- (a) The Administrator is authorized to issue a permit in accordance with this chapter. The Administrator shall maintain a list of parks and facilities with an exclusive concession agreement and provide a copy of such list with the issuance of any vending permit.
- (b) The Administrator is authorized to develop, and enforce, the rules and regulations regarding the licensing, permitting, and operation of sidewalk vending, in accordance with this chapter.

#### **Sec. 12-17.11 – Enforcement**

- (a) Sidewalk vending in violation of this chapter will not be punishable as a criminal infraction or misdemeanor, but will be subject to an administrative citation as follows:
  - 1. For vending without a valid vending permit
    - i. An administrative fine of two hundred fifty and no/ $100^{th}$  (\$250.00) dollars for a first violation

ii. An administrative fine of five hundred and no/100<sup>th</sup> (\$500.00) dollars for a second within one year of the first violation

iii. An administrative fine of one thousand and no/100th (\$1,000.00) dollars for a third violation and each subsequent violation, within one year of the first violation. Upon proof of a valid permit issued by the city before such fines are due, the city will reduce the amount of the fines to one hundred and no/100ths (\$100.00) dollars for the first violation, two hundred and no/100ths (\$200.00) dollars for the second violation, and five hundred and no/100ths (\$500.00) dollars for each violation thereafter.

- 2. For all violations of this chapter other than vending without a valid vending permit as outlined in subsection (a) above:
  - i. An administrative fine of one hundred and no/100ths (\$100.00) dollars for a first violation
  - ii. An administrative fine of two hundred and no/100ths (\$200.00) dollars for a second violation within one year of the first violation.
  - iii. An administrative fine of five hundred and no/100ths (\$500.00) dollars for a third violation within one year of the first violation.
  - iv. An administrative fine of five hundred and no/100ths (\$500.00) dollars for a fourth and each subsequent violation, and revocation of the vending permit. Revocation proceedings will be conducted in accordance with the rules and regulations established by the city

Citations follow the City's administrative appeal process. Fines may be reduced (20%) or waived with proof of financial hardship per Gov. Code §51038(f).

#### **Sec. 12-17.12 – Cart Removal**

The City may request require removal of any non-compliant cart and require the vendor to cease operations nd obtainnecessary permits before resuming operations. If the vendor fails to comply or if the cart is abandoned, the City may impound and dispose of it after reasonable notice, including any food or merchandise

#### Sec. 12-17.13 – Impounding of Vending Equipment

- (a) Impoundment Conditions: The City of Colusa reserves the right to impound vending equipment and associated goods for violations of this article, specifically under conditions including but not limited to:
  - 1. Leaving vending equipment or goods unattended in violation of Section 12.17-07(b) poses a fire risk or other safety hazards.
  - 2. Vending without a valid license as stipulated in Section 12.17-04.
  - 3. Operating in a manner that obstructs the free movement of pedestrians or fails to maintain a minimum accessible path of travel as stipulated in Section 12.17-04 (c).
  - 4. Vending in a manner that creates an imminent and substantial danger or environmental hazard to the public or the property, such as the use of unapproved portable cooking equipment or open flames.
- (b) Handling of Impounded Property: Vending equipment or goods that serve as evidence of a crime or are booked as property after the arrest of a sidewalk vendor for violation of local, state, or federal laws may be impounded following Colusa Police Department's policies and procedures.
- (c) Disposition of Impounded Goods: The City may immediately dispose of impounded goods that cannot be safely stored or are perishable.
- (d) Right to Administrative Hearing: Any owner of impounded vending equipment or goods may, within 10 days, request an administrative hearing before a hearing officer appointed by the City.
- (e) Receipt and Retrieval Instructions: The Administrator shall provide the person from whom the goods or vending equipment were impounded with a receipt and instructions for retrieval. These instructions shall be provided at the time of impoundment or mailed within two business days to the address provided by the vendor.
- (f) Release of Impounded Equipment and Goods: Impounded vending equipment and goods will be released to the vendor or owner upon presentation of proper proof of ownership and full payment of all administrative costs incurred due to the violation. Any unclaimed items will be considered abandoned and forfeited to the City after 90 days following impoundment.

**Section 5.** This ordinance shall become effective 30 days following the date of its adoption.

# THE FOREGOING ORDINANCE was adopted by the City Council of the City of Colusa at it meeting held on November 4, 2025, by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAINED:		
DISQUIALFIED:		
ATTEST:		
Ch.all., V:u1.	Deven Codomin	
Shelly Kittle CITY CLERK	Ryan Codorniz MAYOR	



#### City of Colusa California

#### STAFF REPORT

DATE: November 4, 2025

**TO:** City Council – Public Hearing to Amend the Colusa Municipal Code to create a

Home Occupation Regulations - Ordinance

FROM: Jake Morley, Planning Consultant

**AGENDA ITEM:** City Council to hold a public hearing and introduce and conduct the first reading by title only, Ordinance entitled "An Ordinance of the City Council of the City of Colusa adding Appendix A – Article 50 – Home Occupancy Permit and finding the Ordinance Exempt from the California Environmental Quality Act"

**Recommendation:** The Planning Commission and Staff recommends that the City Council hold a public hearing on the proposed Ordinance amendment (**Attachment 1**) and introduce the Ordinance by reading its title only:

Ordinance of the City Council of the City of Colusa Adding Appendix A - Article 50 – Home Occupation Permit to the Colusa Municipal Code

#### **BACKGROUND AND ANALYSIS:**

Currently the Colusa Municipal Code (CMC) permits a Home Occupation Permit (HOP) in any residential zoning district, subject to the issuance of a minor use permit. A minor use permit is a discretionary action that is heard by the Planning Director (City Manager). Such a permit requires a public notice hearing, notice mailed to all properties within 300 feet of the HOP, the submittal of a project description, application, fee, and the creation of a staff report and supporting documents.

Being a discretionary process, the request is also subject to the California Environmental Quality Act (CEQA), which also means approvals could be subject to CEQA lawsuits, a costly and time-consuming process that would be the responsibility of the city to defend.

Staff recommend that the CMC be amended to remove the minor use permit process and include administrative standards that ensure residential zoned district continue to retain their residential integrity.

The proposed amendments to the CMC would remove the public hearing requirement and the subsequent CEQA review. The intent of addition of the HOP code would strive to maintain neighborhood integrity by limiting the number of vehicles, parking, excessive trips etc. while also encouraging an economic foundation. It should be noted that existing HOPs that were issued under the previous provisions will remain valid, while the new requirements for an permit are a onetime issuance and runs with the business at the specified location noted during permit issuance.

The amendment to the CMC will also include the addition of Cottage Food operation, which pursuant to Assembly Bill (AB) 1616, adopted in 2012, created a new category of food enterprises which permit food businesses that can use a home kitchen for processing food for sale to the public. Under the current CMC, cottage food operations are currently not addressed

#### Planning Commission

On October 1 2025, Planning Commission recommended approval (5 yes, 0 no) to the City Council to adopt the proposed ordinance, with modifications, which are <u>underlined</u> as additions or strikethrough as language to be removed (see draft Ordinance) and to found the Colusa Municipal Code amendments exempt from the California Environmental Quality Act (CEQA).

The commission asked for additional clarity for the public to ensure that businesses, such as large family day care, are aware that there are other applicable provisions to secure a permit. Language was removed that the commission felt was redundant or in that other CMC sections already covered.

#### **GENERAL PLAN:**

The following General Plan Goals, Policies and Actions are appliable to the project:

Goal LU-8: To provide a variety of high-quality residential developments and neighborhoods for all income groups.

Goal LU-10: To promote an expanding and increasingly diversified local economy that will meet the employment needs of local residents and strengthen the local tax base.

Policy LU-10.1: The City shall make every effort to attract new jobs-producing businesses that will maximize economic benefits to current and new residents and businesses.

Goal CCD-1: To ensure the preservation and enhancement of Colusa's unique community character and vitality within its neighborhoods and business districts.

Policy CCD-4.2: The City shall encourage a combination of uses in the Downtown to include retail, office, and entertainment uses (e.g., movie and performing arts theaters) that serve the daily and occasional needs of residents.

#### **FINDINGS**

The required findings for adopting the Ordinance and CEQA Exemption are found within the Ordinance (Attachment 1).

#### PUBLIC CONTACT AND ENVIRONMENTAL REVIEW

A 20-day public hearing notice was published in the Pioner Review on October 10, 2025 and a notice was also placed at the planning counter. The Ordinance amendment has been determined exempt pursuant to the California Environmental Quality Act Section 15060(c)(2) and 15061(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a Municipal Code text amendment, it can be seen with certainty that the proposed action may result in a significant effect on the environment, and the proposed revisions to the Municipal Code are exempt from further review under CEQA

#### **BUDGET IMPACT**

None Expected

#### **ATTACHMENT**

1. Ordinance of the City Council – Appendix A - Article 50 – Home Occupation Permit

## ORDINANCE NO. \_\_\_\_\_(Uncodified)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA ADDING APPENDIX A – ARTICLE 50 – HOME OCCUPATION PERMITS TO THE COLUSA MUNICIPAL CODE AND FINDING THE ORDINANCE EXEMPT FORM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

**WHEREAS**, this Ordinance adds Appendix A – Article 50 to the Colusa Municipal Code to allow ministerial review of home occupation permits; and

**WHEREAS**, the attached Ordinance advances the economic interest, diversity and base for the city while also ensuring neighborhood compatibility through a series of regulations and standards; and

WHEREAS, this Ordinance has been found to be exempt from the California Environmental Quality Act (CEQA) pursuant to sections 15060(c)(2) and 15061(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a Municipal Code text amendment, it can be seen with certainty that the proposed action may result in a significant effect on the environment, and the proposed revisions to the Municipal Code are exempt from further review under CEQA; and

**WHEREAS**, On October 1, 2025 the Planning Commission conducted a duly notice public hearing to consider the staff report, staff recommendation, and public testimony concerning the ordinance. Following the public hearing, the Planning Commission voted to recommend forwarding the ordinance to the City Council with a recommendation in favor of its adoption; and

BE IT ORDAINED by the Council of the City of Colusa find that:

- **Section 1.** The above recitals are true and correct and are incorporated herein by this reference.
- **Section 2.** The City Council finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(2) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable physical change in the environment; and the activities is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.
- **Section 3**. In accordance with the State of California Government Code commencing with section 65800, the City of Colusa City Council finds that:
  - 1. General Plan: The ordinance amendments to the Colusa Municipal Code (CMC) are consistent with the General Plan and are found to be consistent with and advances economic related policies for the City of Colusa as outlined in the Land Use (LU-8, LU-10, LU-10-1) and Community Character (CCD-1 and CCD-4.2) Elements portions of the

General Plan.

- 2. Health, Safety, and Welfare; Illogical Land Use Pattern Adoption of this ordinance will not adversely affect the public health, safety and welfare as it updates the Colusa Municipal Code to allow ministerial review of home occupation permits that sets up standards and regulations. This ordinance will not result in an illogical land use pattern as it is not amending the City's zoning map.
- 3. Consistency with Appendix A. This ordinance is consistent with the purpose and intent of the Colusa Municipal Code as it does not alter or revise the type of intensity of allowed uses in the residential zoning districts and ensures that the provisions thereof are consistent with the City's General Plan.

**Section 4** Code Amendment. Article 50 is hereby added in its entirety to Appendix A – Zoning of the Colusa Municipal Code to read as follows:

#### **ARTICLE 50 Home Occupation Permits**

#### 50.01 Purpose.

The following provisions are intended to permit limited business activities in a manner that maintains the character and integrity of residential neighborhoods, ensures compatibility with surrounding uses, and provides a path for legal operations of home-based businesses.

#### 50.02 Applicability.

(a) Home Occupation Permit Required. A home occupation permit shall be obtained prior to the establishment or operation of any of the activities listed in Section 50.04 (Allowable Home Occupations) and are subject to approval by the Fire Authority and must comply with all applicable requirements of the current California Fire Code.

The activities regulated by this chapter shall not include those that solely involve the use of a desk, personal computer, and/or telephone, which are considered permitted uses in all residential zoning districts.

(b) Business License Required. In addition to securing a home occupation permit from the Planning Director, a business license shall be obtained and posted, in compliance with Chapter 10 (Licenses) of the Municipal Code. A statement of compliance with the operating standards contained in Section 50.08 (Operating Standards) shall be signed prior to issuance of the business license.

#### 50.03 Definitions

'Home Occupation' means a business or commercial activity conducted entirely within a residential dwelling or accessory structure by one or more occupants of the home, which is incidental to the primary residential use and meets the standards set forth in this Chapter.

#### 50.04 Allowable home occupations.

Allowable home occupations shall include the following activities:

- (a) On-site tutoring, teaching, art, music, dance, and similar lessons, provided no more than one student or client is being served at a time;
- (b) Hairdresser or barber, provided no more than one client is being served at a time
- (c) Crafts and hobby uses, such as (but not limited to) photography, artwork, and home crafts;
- (d) Cottage Food Operation (Class A or B) as defined by Section 113758 of the California Health and Safety Code
- (e) Any other use of the same general character as those listed above.

#### 50.05 Specifically prohibited in-eligible business types

- (a) Automobile and mechanical work including small engine repair or sales;
- (b) Restaurant, tavern, wine-tasting or similar uses;
- (c) Clubs, gyms or membership organizations;
- (d) Animal harboring, boarding, training or veterinary services and raising dogs, cats, birds or other animals;
- (e) Small and Large family day care; (see Daycare Regulations)
- (f) Any use that generates excessive traffic, noise, odor, or visual impacts.

#### 50.06 Application filing, initial processing

An application for a home occupation permit shall include all information specified in the Department handout for home occupation permits. A completed Home Occupancy Permit form, affirming compliance with all applicable requirements (including limits on signage, traffic, parking, noise, and use of space), must be submitted to the City before home-based business operations commence.

#### 50.07 Action by the Planning Director.

The Planning Director shall review and act upon a home occupation permit application after all required information has been submitted. Since the permit is nondiscretionary, no formal public notice is required. In reviewing the application, the Planning Director shall determine if the proposal is in compliance with the standards and criteria listed in Section 50.08 (Operating standards).

Other and additional business types may be permitted pursuant to the specific zoning designation.

#### 50.08 Operating standards.

Home occupations shall comply with all of the following operating standards:

(a) The location of the home occupation is the principal residence of the applicant and is clearly incidental and secondary to the use of the property for residential purposes;

- (b) No major structural changes are proposed which would significantly alter the character of the residence, or change its occupancy classification, in compliance with the Uniform Building Code;
- (c) The proposed home occupation shall not create levels of new glare and light inconsistent with existing amounts of glare and light within the surrounding neighborhood;
- (d) The proposed home occupation shall not adversely increase noise levels beyond permissible residential noise levels within the surrounding neighborhood;
- (e) The proposed home occupation shall not generate electrical interference, dust, heat, odor, solid waste, vibration, or other characteristics in excess of those customarily associated with similar residential uses in the surrounding neighborhood;
- (f) Employment shall be limited to persons residing on the premises and up to one additional employee;
- (g) Is confined completely within a legal structure and occupies not more than twenty-five percent of the floor space of a dwelling or fifty percent of that of an accessory building, whichever is less;
- (h) No equipment, materials, or products associated with the use shall be stored or displayed where visible from off the premises;
- (i) The proposed home occupation shall not involve the storage or use of explosive, flammable, or toxic materials, specifically defined as hazardous materials;
- (j) Any proposed home occupation affording access by use of a private road easement shall be conducted in a manner that shall not overburden the vehicular use of the private road easement;
- (k) The home occupation activity shall not generate more than 10 additional pedestrian or vehicular trips in excess of that customarily associated with the zoning district in which it is located, and no more than 2 deliveries each day. Any traffic generated by the home occupation shall be consistent with the existing traffic levels and patterns of the surrounding residential neighborhood;
- (l) No customers or clients shall be allowed to patronize the home occupation business between the hours of 10:00 p.m. and <u>68</u>:00 a.m.
- (m) One service or company vehicle associated with the home occupation can be stored on the premises;
- (n) There is no sale of goods or commodities from the residence except for Cottage Food Operations;
- (ne) Any home occupation that was existing, open, and operating within the City as of December 31, 2025, must file an application with the City for a Home Occupancy Permit; and
- (op) The Home Occupancy Permit constitutes a revocable privilege, which shall be subject to suspension or revocation if the terms and conditions are not maintained.

#### 50.09 Revocation and Enforcement

Permits may be revoked if the home occupation violates any part of this Chapter or creates a nuisance. The Planning Director may require discontinuation, modification, or conditional use review as needed.

#### 50.10 Amendments to Permits Changes to a home occupation permit.

Shelly Kittle

CITY CLERK

Changes in use, business expansion, or changes of ownership shall require re-evaluation by the Planning Department. Minor modifications may be approved administratively.

**Section 5.** This ordinance shall become effective 30 days following the date of its adoption.

THE FOREGOING ORDINANCE was adopted by the City Council of the City of Colusa at its meeting held on November 4, 2025, by the following vote:

AYES:

NOES:
ABSENT:
ABSTAINED:
DISQUIALFIED:
ATTEST:

Ryan Codorniz

MAYOR



# City of Colusa California

### **STAFF REPORT**

DATE: November 4, 2025

TO: Mayor and Council Members

FROM: Shelly Kittle, City Clerk

#### **AGENDA ITEM:**

Consideration of an appointment of an alternate member to serve on the Citizens Oversight Committee.

**Recommendation:** Council to consider appointing Johnny Barnette to the Citizens Oversight Committee.

**BACKGROUND ANALYSIS:** At the August 19<sup>th</sup> council meeting, the council adopted Resolution 25-52 amending the membership of the Measure B Citizens Oversight Committee to add one alternate to the currently seated members appointed for the 2023-2027 term.

City Clerk advertised the vacancy from September 11 - October 14 and received one application.

Applicant Barnette resides within the city limits.

**BUDGET IMPACT:** None.

**STAFF RECOMMENDATION:** Council to appoint Johnny Barnette to the Citizens Oversight Committee.

**ATTACHMENT:** Application

# **CITY OF COLUSA**

**425 Webster Street, Colusa, CA 95932** Phone: 530-458-4740 Fax: 530-458-8674

www.cityofcolusa.com

# **APPLICATION FOR COMMISSION VACANCY**

Name:	Johnny Barnette				
Address:	lress: 12th Street Colusa, CA 95932				
Re	esident of County  Resident of City X	Resident of Colusa Unified School	ol District [		
Phone:	530-	Email: @gmail.co	om		
	I am interested in the vacancy o	n the following Commission:			
Three (3) shall not l residing w	ng Commission – 4 year term members must be residents of the City at be officers of employees of the City. Two within two miles of the boundaries of the shall not be officers or employees of the	o (2) members may be residents of City at the time of appointment and	Colusa County,		
Applicant	Recreation & Tree Commission – 4 year must be a resident of the City or a resident at the time of appointment and during the second sec	ent of Colusa County living within			
Applicant	ge Preservation Commission – 4 year to must be a resident of the City or a reside s at the time of appointment and during h	ent of Colusa County and live with			
Citizens Applicant the City.	s Oversight Committee for Measure Be must be a resident of the City and during	- 4 year term g his/her term, shall not be an office	er or an employee of		
	tate your interest in serving on this Co ce and/or qualifications that you believ				
l mo	oved to Colusa from Arbuckle three yea	rs ago. I retired one year ago.			
l an	n interested in being involved in the im	provement of the City of Colusa.			
	versity of Arkansas ness Management		RECEIVED		
Cur	rently Retired		OCT 0.9 2025		
Plar	nt Manager ADM Rice 20 years		2020		
Pla	nt Manager/Vice President American Ri	ice 15 years	CITY OF COLUSA		
Plan	nt Superintendent American Rice/Come	et Rice 10 years			

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

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

Qunette 80CT2025

licant Signature Date



# **City of Colusa California**

#### STAFF REPORT

DATE: November 4, 2025

**TO:** Mayor and Members of the City Council

FROM: Jesse Cain, City Manager

#### AGENDA ITEM:

Resolution of the City of Colusa requesting membership in pioneer community energy and approving the amended and restated joint exercise of powers agreement and creating an Ordinance authorizing the implementation of a community choice aggregation program in the City of Colusa.

#### RECOMMENDATION:

Staff recommends that the City of Colusa City Council:

- 1) Accept the findings of the Impact Assessment Study;
- 2) Introduce and approve the first reading of the Pioneer Community Energy Ordinance authorizing the implementation of a Community Choice Aggregation Program in the City of Colusa under Public Utilities Code section 366.2; and
- 3) Adopt the Resolution requesting membership in Pioneer Community Energy and approving the Amended and Restated Joint Exercise of Powers Agreement

#### **BACKGROUND ANALYSIS:**

Pioneer Community Energy (Pioneer) is a Joint Powers Authority formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation (CCA) Program authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary objective of providing competitive rates for the residents and businesses within its member jurisdictions. CCA Programs allow local governments to procure electricity generation on behalf of residents and businesses at wholesale market rates while still utilizing the existing transmission and distribution infrastructure of utilities like PG&E.

Pioneer purchases the electricity supply (generation), and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and

maintain its distribution infrastructure, as well as to provide meter reading and billing services for Pioneer's customers.

Pioneer is governed by its Amended and Restated Joint Exercise of Powers Agreement, including Amendments Nos. 1 through 7.

#### **ANALYSIS & DISCUSSION**

In July 2025, Pioneer staff made a presentation to the City of Colusa City Manager about the benefits of joining a CCA in general and Pioneer specifically. An Impact Assessment Study ("IAS") was authorized.

The purpose of an IAS is to determine projected financial outcomes related to the expansion of Pioneer's service territory. The study provides information regarding energy products pricing, customer energy usage, and forecasting. The results of the IAS are a key decision point in the expansion process. The study examined 24 consecutive months of data for residents and businesses, for consumption patterns and electricity load requirements to forecast future consumption and costs.

The Impact Assessment Study found:

- Expansion into the City of Colusa is positive. The Pioneer Board also approved adding Colusa County and City of Williams to the Impact Assessment Study.
- When comparing current rates to projected power supply costs at time of launch, the study supports expansion in October 2027.

Study findings were presented to the Pioneer Governing Board at its October 14 meeting. The Pioneer Board reviewed findings of the Impact Assessment Study and agreed that the optimal time for a service launch into expansion territories is October 2027. The Board has already received CPUC approval for an expansion into the following jurisdictions in October 2027: Counties of Butte, Nevada, Sutter, and Tuolumne; the Cities of Chico, Oroville, Live Oak, Sonora, and Yuba City; and the Town of Paradise. The Board approved the process of amending the JPA to allow the Counties of Colusa and Madera, along with Cities of Chowchilla, Colusa and Williams to join the October 2027 expansion effort.

Significant benefits to joining Pioneer include:

- Stable and Competitive Rates From 2018 through 2024, Pioneer customers have saved \$108 million, with an additional \$37 million in anticipated savings in 2025.
- Local Control As a member of the JPA, each County/City will have one seat on the Pioneer Board of Directors. This person is appointed by the Board/Council from the elected officials.
   All meetings are open to the public and every representative's voice will be heard.
- Legislative & Regulatory Influence & Advocacy Pioneer is an advocate for the member agency residents and businesses by working with the California State Legislature, the California Public Utilities Commission (CPUC), the California Energy Commission, and PG&E on behalf of customer interests and concerns.

- Local Jobs and Power Supply Resources Pioneer supports local business and prioritizes local power contracts, goods and services. The projected savings for Pioneer customers will result in additional spending by residents and businesses, further stimulating the local economy.
- Programs The new members will have an impact on energy efficiency programs that are developed and the ability to customize programs to meet their specific needs.

If approved by the City of Colusa, Pioneer plans to submit an Implementation Plan detailing Pioneer's expansion and planned service launch to the CPUC in December 2025. Based on results of the Impact Assessment Study, the optimal time for a service launch into expansion territories is October 2027, which allows Pioneer's procurement team the time needed to secure power resources while remaining in compliance and avoids the costly summer months. Pioneer will work with the City on a comprehensive education and outreach campaign to ensure a strong public understanding of expansion into each area.

#### **ENVIRONMENTAL CLEARANCE**

The adoption of the Resolution does not constitute a project and is therefore exempt from the requirements of California Environmental Quality Act (CEQA) in accordance with Section 15378 of the CEQA Guidelines. Further, the action is exempt from CEQA, as there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

**BUDGET IMPACT:** The fiscal impact was a cap of \$15,000, split between Colusa County and the City of Williams to fund half of the cost of the Impact Assessment Study, with Pioneer funding the other half. There is no risk to the General Fund as the cost to serve the new members is funded through Pioneer rates

STAFF RECOMMENDATION: Adopt Resolution 25-

#### ATTACHMENTS:

Resolution of the City Council of the City of Colusa Requesting Membership in Pioneer Community Energy and Approving the Amended and Restated Joint Exercise of Powers Agreement as Amended

An Ordinance of the Colusa City Council Authorizing the Implementation of a Community Choice Aggregation Program in the City of Colusa

Exhibit A Amended and Restated Joint Exercise of Powers agreement

#### **RESOLUTION NO. 25-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA REQUESTING MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT AS AMENDED

**WHEREAS**, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and

**WHEREAS**, on September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

**WHEREAS**, on February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized by the Cities of Auburn, Lincoln, Rocklin and the Town of Loomis to become Voting Members of the Sierra Valley Energy Authority and established a CCA program within the jurisdictions of all Voting Members; and

**WHEREAS**, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and

**WHEREAS**, the California Public Utilities Commission has certified the "Implementation Plan" of Pioneer, confirming Pioneer's compliance with the requirements of the Act; and

**WHEREAS**, subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the following to become Voting Members: Counties of El Dorado, Butte, Glenn, Nevada, Sutter and Tuolumne; and the Cities of Placerville, Grass Valley, Nevada City, Chico, Live Oak, Orland, Oroville, Sonora, Willows, Yuba City and the Town of Paradise; and

**WHEREAS**, currently electricity is generated and provided to the residents of the City of Colusa by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City; and

**WHEREAS**, the City of Colusa finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, in October 2025, the City of Colusa and Pioneer began an impact assessment study to consider the financial feasibility and assessed risk of the addition of the City of Colusa into the service area of Pioneer; and

**WHEREAS**, having conducted additional discussions with Pioneer and having reviewed the results of the impact analysis co-commissioned by the City of Colusa and Pioneer, the City believes joining Pioneer will provide financial and other advantages to businesses and residents of the City of Colusa by providing alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, the Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority, agree to be bound by the Joint Exercise of Power Agreement, and its intention to have the territory included in the service territory of the CCA; and

WHEREAS, the City of Colusa finds that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the resolution is exempt from CEQA, because there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLUSA HEREBY RESOLVES AS FOLLOWS:

- **Section 1.** The recitals above are true and correct and are incorporated into this resolution by this reference.
- **Section 2.** The City Council of the City of Colusa hereby expresses its desire to become a voting member of the Pioneer Community Energy Joint Powers Authority and have its territory included in the service territory of the Pioneer CCA.
- **Section 3.** The City Council of the City of Colusa requests that the Board of Directors of Pioneer Community Energy approve the City as a voting member of the Pioneer Community Energy Joint Powers Authority, whose representative shall be seated on Pioneer's Board in accordance with Pioneer's rules and regulations.
- **Section 4.** The City Council of the City of Colusa approves the Amended and Restated Joint Exercise of Powers Agreement, attached hereto as Exhibit A and incorporated by this reference as amended from time to time, and authorizes the Mayor of the City of Colusa to execute same.
- **Section 5.** The City Council of the City of Colusa authorizes the City Manager, or designee, to execute other documents necessary or desirable to facilitate membership in Pioneer Community Energy, subject to review and approval by City of Colusa Counsel.
- **Section 6.** This resolution shall take effect at the time Ordinance No. \_\_\_\_\_, Authorizing the Implementation of a Community Choice Aggregation Program in the City of Colusa, becomes effective.

Passed and adopted this 4th day of November 202	25 by the following vote:
AYES: NOES: ABSENT: ABSTAIN:	
Attest:	RYAN CODORNIZ, MAYOR
Shelly Kittle, City Clerk	

#### ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE COLUSA CITY COUNCIL AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE CITY OF COLUSA

THE CITY COUNCIL OF THE CITY OF COLUSA, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:

#### **SECTION I:**

The Colusa City Council hereby finds and determines as follows:

- 1. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program ("CCA"). The Act expressly authorizes participation in a CCA through a joint powers authority; and
- 2. On September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and
- 3. The California Public Utilities Commission certified the "Implementation Plan" of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and
- 4. On February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Sierra Valley Energy Authority and established a CCA program within the jurisdictions of all Voting Members; and
- 5. Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and
- 6. Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the following to become voting members: Counties of El Dorado, Butte, Glenn, Nevada, Sutter, and Tuolumne; and the Cities of Placerville, Grass Valley, Nevada City, Chico, Live Oak, Orland, Oroville, Sonora, Willows, Yuba City, and the Town of Paradise.
- 7. Currently electricity is generated and provided to the residents of the City of Colusa by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City of Colusa.

- 8. The City of Colusa finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E.
- 9. In October 2025 the City of Colusa and Pioneer began an impact assessment study to consider the financial feasibility and assessed risk of the addition of the City of Colusa into the service area of Pioneer.
- 10. Contingent on completion of those discussions and study, the City of Colusa finds joining Pioneer will provide financial and other advantages to businesses and residents of the City.
- 11. The Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction under California Public Utilities Code section 366.2.
- 12. The City of Colusa finds that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378.) Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3).)

#### **SECTION II:**

The City Council of the City of Colusa authorizes the implementation of a Community Choice Aggregation program within the areas currently served by PG&E through participation in the Community Choice Aggregation program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the City of Colusa expressing the City's desire to become a member of Pioneer, (c) approval by the City of Colusa of Pioneer Community Energy's Amended and Restated Joint Exercise of Powers Agreement, as amended, (d) approval by the Governing Board of Pioneer Community Energy of the membership of City of Colusa and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the City of Colusa.

#### **SECTION III:**

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the City Council of the City of Colusa that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

#### **SECTION IV:**

This Ordinance shall take effect and be in full force thirty (30) days from and after introduction and adoption, and before the expiration of fifteen (15) days after its passage it shall be published once, with the names of the members of the City Council voting for and against same in the newspaper of general circulation printed and published in the City of Colusa.

THE FOREGOING ORDINANCE was adopted meeting held on, by the following	d by the City Council of the City of Colusa at its vote:
AYES:	, , , , , , , , , , , , , , , , , , , ,
NOES:	
ABSENT:	
ABSTAIN:	
	RYAN CODORNIZ, MAYOR
ATTEST:	
Shelly Kittle, City Clerk	

# **Pioneer Community Energy**

# Joint Exercise of Powers Agreement

Effective September 9, 2015
As amended and restated effective February 22, 2017
As amended by Amendment No. 1 dated December 27, 2020
As further amended by Amendment No. 2 dated January 21, 2021
As further amended by Amendment No. 3 dated April 15, 2021
As further amended by Amendment No. 4 dated January 20, 2022
As further amended by Amendment No. 5 dated November 17, 2022
As further amended by Amendment No. 6 dated February 27, 2025
As further amended by Amendment No. 7 dated February 27, 2025

#### **Among the Following Parties:**

City of Auburn

City of Chico

City of Colfax

City of Grass Valley

City of Lincoln

City of Live Oak

City of Nevada City

City of Orland

City of Oroville

City of Placerville

City of Rocklin

City of Sonora

**City of Willows** 

City of Yuba City

**County of Butte** 

County of El Dorado

County of Glenn

County of Nevada

County of Placer

County of Sutter

County of Tuolumne

**Town of Loomis** 

Town of Paradise

# AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY

THIS Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") amends and restates the Joint Exercise of Powers Agreement for the SIERRA VALLEY ENERGY AUTHORITY, originally entered as of September 9, 2015, (the "Original Agreement") which was by and between the COUNTY OF PLACER, and the CITY OF COLFAX, both public entities of the State of California. By this amendment and restatement it becomes a Joint Exercise of Powers Agreement for PIONEER COMMUNITY ENERGY (hereafter "Pioneer") by and among Voting Members (including New Voting Members) and the Associate Members listed in Exhibit A to this Agreement, all public entities of the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

#### **RECITALS:**

- A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;
- B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by Pioneer;
- C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;
- D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:
  - 1) Providing electric power and other forms of energy to customers at a competitive cost;
  - 2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.
  - 3) Carrying out programs to reduce energy consumption;

- 4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
- 5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;
- E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;
- F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through Pioneer a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

#### Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the "Act"). Under Sections 6505 and 6507 of the Act, Pioneer is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of Pioneer shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

#### Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to Pioneer under the Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice

Aggregation (hereinafter "CCA") Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may authorize Pioneer to provide Property Assessed Clean Energy ("PACE") Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code ("Chapter 29"). Pioneer may provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by Pioneer within the territorial jurisdiction of such Associate Members.

#### Section 3. Effective Date and Term

This Agreement shall be effective as an amendment and restatement of the Original Agreement, and Pioneer shall continue to exist as a separate public agency under the terms of this Agreement upon execution by the County of Placer and the City of Colfax. This Agreement shall be in full force and effect until terminated in the manner herein provided, subject to the rights of the Members to withdraw from Pioneer.

#### Section 4. Powers

Pioneer shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by Pioneer within the territory of Pioneer shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code Section 6509, the power of Pioneer is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.

Pioneer is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 5C and Section 8:

- A. to make and enter into contracts;
- B. to employ agents and employees, including but not limited to an Chief Executive Officer;
- C. to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

- D. to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
- E. to lease any property;
- F. to sue and be sued in its own name;
- G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks- Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.:
- H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;
- I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of Pioneer, as Pioneer determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;
- J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of Pioneer ("Operating Rules and Regulations");
- M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;
- N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of Pioneer;

- O. to establish a non-voting "Associate Member" status that provides membership in Pioneer to jurisdictions that are outside jurisdictional boundaries of Pioneer's Voting Members, but within whose boundaries a PACE, CCA, or other energy program is established and implemented by Pioneer on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a "PACE Agreement", "CCA Agreement", or other energy program agreement, as applicable) on terms and conditions established by Pioneer. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to Pioneer Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;
- P. to execute agreements for the purpose of authorizing Pioneer to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by Pioneer in implementing a program, including indirect costs, shall be costs of Pioneer and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

#### Section 5. Governance and Internal Organization

A. Governing Board. The governing body of Pioneer shall consist of two (2) members of the Placer County Board of Supervisors, and one (1) member each for all other Voting Members, appointed respectively by each Voting Member that is or becomes a signatory to this Agreement ("Board Member"). The total number of Board Members shall equal the total number of Voting Members listed in Exhibit A plus one (1).

The Boards of Supervisors, City Councils and Town Councils of the Voting Members listed in Exhibit A shall respectively appoint such member(s) set out above and not less than one alternate member per Board Member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors, City Council or Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

- B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.
- C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of Pioneer, consistent with this Agreement and applicable law. Unless otherwise specified in Section 8, action by Pioneer Board will be taken by majority vote of the Board Members present.
- D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of Pioneer.
- F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act"). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.
- G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.
- H. Board Member Compensation. Board Members shall serve without compensation from Pioneer. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by Pioneer of expenses incurred by Board Members.

#### Section 6. Chief Executive Officer and Other Staff

A. Chief Executive Officer. The Board shall appoint a Chief Executive Officer for Pioneer, who shall be responsible for the day-to-clay operation and management of Pioneer. The Chief Executive Officer may exercise all powers of Pioneer, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Chief

- Executive Officer shall hire and supervise any Pioneer employees or consultants.
- B. Chief Executive Officer Reports to the Board. The Chief Executive Officer shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of Pioneer during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Chief Executive Officer's reports.
- C. Services Providers. The Chief Executive Officer may appoint one or more services providers to serve as Pioneer's agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between Pioneer and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by Pioneer. This section shall not in any way be construed to limit the discretion of Pioneer to hire its own employees to administer the PACE Program, the CCA Program or any other program.
- D. Independent Monitor. The Board may appoint or contract for the services of an independent monitor to review programs operated by Pioneer and to report to the Board.
- E. Advisory Commissions, Boards or Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

#### Section 7. Treasurer and Auditor-Controller

The Governing Board shall appoint a Treasurer for Pioneer. The Treasurer shall be the depository of Pioneer and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Governing Body shall appoint an Auditor-Controller for Pioneer in compliance with the Act. The Auditor-Controller of Pioneer shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. Pioneer of the Board to appoint a Treasurer and Auditor/Controller shall include

Pioneer to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

#### Section 8. Special Voting Requirements and Voting Shares

- A. Involuntary Termination or Amendment. Action of the Board on matters set forth in Section 15A (involuntary termination of a Member), or Section 19 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, that for votes to involuntarily terminate a Member under Section 15A, the Board Member(s) for the Member subject to involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.
- B. Eminent Domain. A decision to exercise the power of eminent domain on behalf of Pioneer to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.
- C. Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.

#### Section 9. Financial Provisions

- A. Fiscal Year. For the purposes of this Agreement, Pioneer shall have such fiscal year from July 1 to and including the following June 30.
- B. Depository. All funds of Pioneer shall be held in separate accounts in the name of Pioneer and not commingled with funds of any Member or any other person or entity. All funds of Pioneer shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of Pioneer shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of Pioneer, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means

- for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Pioneer Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of Pioneer shall be approved by the Board in accordance with the Operating Rules and Regulations.
- E. Funding of Initial Costs. The County of Placer funded certain activities necessary to implement the CCA Program. These costs have been repaid in full.
- F. CCA Program Costs. The Members desire that all costs incurred by Pioneer that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

#### Section 10. Implementation Action and Pioneer Documents

- A. Each Member shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in Pioneer.
- B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.
- C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to Pioneer undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member's incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements") by Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to Pioneer's PACE Program, and to the assumption of jurisdiction thereover by Pioneer for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize Pioneer to take each step required for it to provide contractual assessment financing

for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments. The New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

Pioneer may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

D. Implementation Plan and Statement of Intent. Pioneer shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2 and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided by Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take action to approve membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

- E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of Pioneer to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.
- F. Pioneer Documents. The Members acknowledge and agree that the affairs of Pioneer will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by

the Board, subject to the Members' right to withdraw from Pioneer as described in Section 14.

#### Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of Pioneer shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of Pioneer's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

#### Section 12. Debts, Liabilities and Obligations

Pioneer is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of Pioneer shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of Pioneer. A Member who has not agreed to assume a Pioneer debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of Pioneer. Should any debt, liability or obligation of Pioneer not be waived or allowed payable through assets of Pioneer, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

#### Section 13. <u>Insurance and Indemnity</u>

Pioneer shall acquire and maintain such insurance coverage as is necessary to protect the interests of Pioneer, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the Voting Members as additional insureds. Pioneer shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of Pioneer under this Agreement.

#### Section 14. Withdrawal

- A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of Pioneer's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to Pioneer and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.
- B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in Pioneer following an amendment to this Agreement adopted by the Board which the

Board Member appointed as the representative of a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.

- C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 15B. The withdrawing Voting Member and Pioneer shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.
- D. Withdrawal of Associate Member. The rights of an Associate Member to withdraw from Pioneer shall be governed by the applicable PACE Agreement or CCC Agreement.

#### Section 15. Termination

- Involuntary Termination of a Member. Participation of a Member in the A. CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.
- B. Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by Pioneer to serve the Member's load. With respect to such liability, upon

notice by an Member that it wishes to withdraw from the program, Pioneer shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Member. Pioneer may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with Pioneer, as reasonably determined by Pioneer and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on deposit with Pioneer above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.

- C. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a Voting Member to withdraw its participation in the CCA Program, as described in Section 14A. Disposition of Property upon Termination of Pioneer. Upon termination of this Agreement, any surplus money or assets in possession of Pioneer for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed to each Voting Member based on Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Voting Member's respective jurisdiction, and "Total Annual Energy" means the sum of all the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, the distribution will be made pursuant to the above calculation as it relates to the respective jurisdiction.
- D. Negotiations with Associate Members. If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from

the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

#### Section 16. Associate Members

- A. With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to Pioneer a resolution of the public agency approving of this form of participation.
- B. Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE Program within the boundaries of its jurisdiction and (b) executing a PACE Agreement and (ii) the Board approving the qualified public agency as a non-voting Associate Member.
- C. The date and terms upon which the applying public agency will become a non-voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

#### Section 17. Termination of Powers

Pioneer shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

#### Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 15, all costs, expenses, and charges legally incurred by Pioneer shall be paid and discharged; and Pioneer shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

#### Section 19. Amendments

This Agreement may only be amended by a written amendment approved by a vote of Board Members as provided in Section 8. Pioneer shall provide written notice to all Members of amendments to this Agreement at least 30 days prior to the date upon which the proposed amendment is being considered by the Board. If the proposed amendment is adopted by the Board, Pioneer shall provide prompt written notice to all Members of the effective date of such amendment along with a copy of the amendment.

#### Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

#### Section 21. Entire Agreement

This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

#### Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the second member has executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

[Signatures on following page]

CITY OF AUBURN, a Municipal Corporation

And approved as to form Gary Bell, City Attorney

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

Mayor, City Council

# CITY OF CHICO, a Municipal Corporation

**EXECUTED ON** 

Date: 06.05-7025

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

Mark Sorensen
City Manager
City of Chico, CA

Title:

CITY OF COLFAX, a Municipal Corporation

And approved as to form 4

ATTEST:

City Manager, Wes Heathcock

CITY OF GRASS VALLEY, a Municipal Corporation

And approved as to form The Ruson

By

Mayor, City Council

ATTEST:

CITY OF LINCOLN, a Municipal Corporation

And approved as to form

ATTEST:

Council

CITY OF LIVE OAK, a Municipal Corporation

**EXECUTED ON** 

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

Title: City Manager

By Mayor, City Council

CITY OF NEVADA CITY, a Municipal

Corporation

And approved as to form

ATTEST:

CITY OF ORLAND, a Municipal Corporation

**EXECUTED ON** 

Date: June 23, 2025

By: Janet Studeerman

Title: Interim City Manager

CITY OF OROVILLE, a Municipal Corporation

**EXECUTED ON** 

Date:

By:

Title:

**EXECUTED ON** 

CITY OF PLACERVILLE, a Municipal

Corporation

And approved as to form

Alona SIL

Mayor, City Council

ATTEST:

CITY OF ROCKLIN, a Municipal Corporation

**EXECUTED ON** 

And approved as to form

Sheri Chapman, City Attorney

ATTEST:

Mayor, City Council

Hope Ithurburn, City Clerk SIGNATURES CONTINUED ON NEXT PAGE

CITY OF SONORA, a Municipal Corporation

EXECUTED ON:

Date: (1/05/05)

And approved as to form

Douglas L. White, City Attorney

Melissa Eads

Title: City Administrator

ATTEST

Tracy Skelly, City Clerk

CITY OF WILLOWS, a Municipal Corporation

**EXECUTED ON** 

Date:

By:

Title:

CITY OF YUBA CITY, a Municipal Corporation

**EXECUTED ON** 

Date:

By:

Title: TINZREM COTY MUNCER

COUNTY OF BUTTE, a Political Subdivision

**EXECUTED ON** 

Date.

By:

Title:

**EXECUTED ON** 

By Chairman, Board of Supervisors

COUNTY OF EL DORADO, a political

 $subdivision \ \cdot \\$ 

And approved as to form \_

5 2002

ATTEST:

COUNTY OF GLENN, a Political Subdivision

**EXECUTED ON** 

Date: 6-17-25

By: VICE CHATIZ

COUNTY OF NEVADA, a Political Subdivision

**EXECUTED ON** 

Date: 6/11/25

By: 04/01/25

Title: 060

**EXECUTED ON** 

Chairman, Board of Supervisors

COUNTY OF PLACER, a political subdivision

And approved as to form \_\_\_\_\_

ATTEST

COUNTY OF SUTTER, a Political Subdivision

**EXECUTED ON** 

Date:

By:

Title:

Approved as to Form County Counsel Sutter County, California

By Wi WW

COUNTY OF TUOLUMNE, a Political Subdivision

EXECUTED ON

Date: 6 113 25

By: Testang CAO

EXECUTED ON: October 11, 2022

Mayor, Town Council

TOWN OF LOOMIS, a Municipal Corporation And

approved as to form

Town Manager

ATTEST:

Deputy Town Clerk

## TOWN OF PARADISE, a Municipal Corporation

**EXECUTED ON** 

Date: \_\_\_\_

By:

Title:

### Exhibit A

### **Voting Members and Associate Members**

### **Section A.1** Voting Members

City of Auburn

City of Chico

City of Colfax

City of Grass Valley

City of Lincoln

City of Live Oak

City of Nevada City

City of Orland

City of Oroville

City of Placerville

City of Rocklin

City of Sonora

City of Willows

City of Yuba City

County of Butte

County of El Dorado

County of Glenn

County of Nevada

County of Placer

County of Sutter

County of Tuolumne

Town of Loomis

Town of Paradise

### Section A.2 Associate Members

City of Folsom

County of Sacramento

Town of Truckee



# **Participants**

## **Lisa Rhoads**

Community Outreach Manager

## **Terrance Rodgers**

Community Outreach Manager



# Agenda

- I. Background Review
- II. About the Study
- III. Review of Study Results
- IV. Considerations
- V. Next Steps & Timeline
- VI. Questions



## Background

- Summer 2025: Pioneer presented to City of Colusa City Manager who authorized an Impact Assessment Study be conducted
- October 2025: An Impact Assessment Study was conducted to determine the economic feasibility of Pioneer service expansion into their respective communities
  - Expansion must make financial sense for all parties
  - Pioneer must have the ability to serve the increased load
  - Study results are shared with Pioneer's Expansion Committee and Board
  - Pioneer Board made recommendations on moving forward based on study findings
  - Pioneer issues a 30-Day Notice of Vote to Amend JPA to include Madera County, City of Chowchilla, and City of Colusa. (Provisional expansion into Colusa County and City of Williams.)



# **About the Study**

- Jointly commissioned by Madera County, City of Chowchilla, and City of Colusa
- Conducted by Pacific Energy Advisors, a well-respected firm in the industry and highly experienced in the preparation of such studies
- Examined 24 consecutive months of data for each jurisdiction's electricity customers
  - Looked at consumption patterns and electricity load requirements
  - Used the data to create a forecast of future consumption, costs, and impacts to Pioneer's energy portfolio
- Examined many different scenarios and optimal timing for expansion
- Completed in October 2025 and results shared with Pioneer Board of Directors at its October 16 meeting



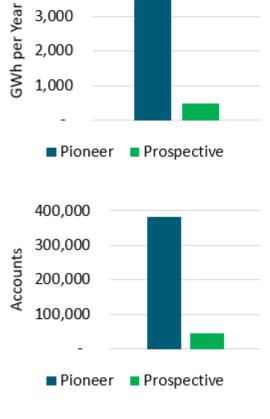
## **Total Customer Information**

Classification	Accounts	Annual Energy (MWh)	Average Customer Usage (kWh/Mo.)
Residential	39,234	246,743	524
Com/Ind	4,572	197,766	3,605
Ag/Pumping	1,215	24,477	1,679
Total	45,021	468,985	868
Peak Demand (MW)	121		

Expansion to eligible customers would represent an approximate 12% increase to Pioneer retail sales.

Includes account data within Unincorporated Madera County, City of Chowchilla, and City of Colusa.

Data above are unadjusted for opt-out assumptions and excludes standby accounts.



4,000

# **Study Findings**

- Expansion into Madera County and Cities of Chowchilla and Colusa is possible
- When comparing current rates to projected power supply costs at time of launch, the study supports expansion in October 2027
- Start Date: An October 2027 service commencement is reflected in the current expansion analysis.
- Customers and Sales: Forecast is based on historical PG&E data and assumes 90% customer participation; eligible accounts assumed as of December 2024. 2.07% annual load growth rate aligning with the CEC's planning forecast.



# **Study Findings**

- Revenues: Rates based on current levels reduced by 20% to be conservative.
- Incremental Costs: Include power supply valued at current market prices (per Pioneer portfolio specifications) and customer billing.
- Other implementation costs would be incurred, such as utility service fees, marketing and outreach, regulatory and legal representation, internal operations, resource planning and procurement.

## **Fiscal Impact Summary**

	FYE 2028	FYE 2029	FYE 2030	Total
Revenue (\$MM)	\$ 28.7	\$ 48.7	\$ 49.7	\$ 127.0
Operating Expenses (\$MM)	\$ 25.1	\$ 46.0	\$ 48.0	\$ 119.1
Net Operating Margin (\$MM)	\$ 3.6	\$ 2.6	<b>\$ 1.7</b>	\$ 7.9
Electricity Sales (MWh)	284,819	452,442	461,808	1,199,069
Avg. Revenue (\$/MWh)	\$ 100.60	\$ 107.53	\$ 107.53	\$ 105.89
Avg. Expense (\$/MWh)	\$ 88.09	\$ 101.70	\$ 103.91	\$ 99.32
Avg. Margin (\$/MWh)	\$ 12.51	\$ 5.83	\$ 3.62	\$ 6.57
Avg. Margin (% of Rev)	12%	5%	3%	6%

- \*Reflects partial year of service for fiscal year ending June 30, 2028.
- Prior to Pioneer expansion, other implementation costs would be incurred. Such costs may
  be related to utility service fees, marketing and outreach, regulatory and legal
  representation, internal operations, resource planning and procurement.

## **Expansion Map**

## **Current members**

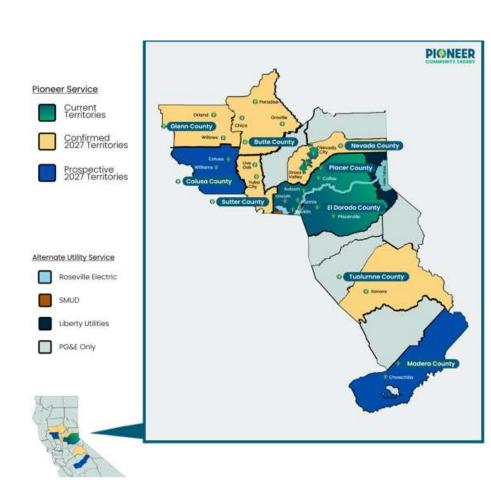
- @ El Dorado County
- O City of Auburn
- O City of Grass Valley
- O City of Nevada City
- O City of Rocklin

- Placer County
- O City of Colfax
- O City of Lincoln
- O City of Placerville
- Town of Loomis

## Planned expansion for Fall 2027

- Ø Butte County
- Nevada County
- Ocolusa County
- Tuolumne County
- O City of Colusa
- Live Oak
- Orland
- Willows
- O Town of Paradise

- Glenn County
- Sutter County
- Madera County
- Chowchilla
- O Chico
- Oroville
- Sonora
- Williams
- Yuba City



## Conclusions

- Projected fiscal impacts are positive and suggest that this is a win-win for both Pioneer and the jurisdiction
- Pioneer's Board recommends a launch after Summer 2027 that is consistent with the earlier approved expansion of 13 territories.
- This is a tight deadline set by the CPUC, however, Madera County and the cities of Chowchilla and Colusa can be included in the October 2027 expansion of service



Item 15.

## **Next Steps and Timeline**

### **October**

- Conduct Impact Assessment Study
- Share study results with Pioneer Board
- Board approves 30-day Notice to existing members of intention to amend JPA to allow new members

## **November/December**

- Public meetings for new member Boards/Councils to adopt Ordinance (requires two readings) and approve Resolution
- After second reading of ordinance, new member applicants adopt Ordinance and approve Resolution with intent to join Pioneer
- Pioneer Board votes to amend JPA to include new members
- Pioneer files Implementation Plan with the CPUC by December 23

### March 2026

CPUC issues decision

## May 2026

Staff confirms commitment from new members before procuring power

## October 2027

New members begin service

1.4

# **Appendix**

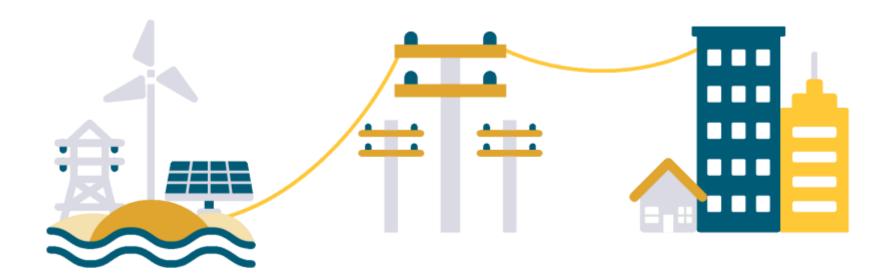
## Why Choose Pioneer?

- Pioneer serves inland, rural communities with similar priorities such as customer savings, community reinvestment, biomass, and economic development.
- Cost Savings Saving customers money is our number one priority
- Minimal on-going staff time with added cost savings and no financial investment other than cost of Impact Assessment Study (\$15k)
- Creating opportunities to support biomass, and local power purchase agreements
  - El Dorado Irrigation District (\$37 million)
  - PCWA (Over \$10 million)
  - Sierra Pacific Industries (\$1.2 million)
  - Grass Valley- Biomass RFP
  - Western Placer Waste Management- biomass plant





## **How Does a CCA Work?**



Pioneer buys electricity on the open market from various suppliers. Our buying team works with sources to negotiate pricing and ensure a steady, affordable energy supply.

PIONEER COMMUNITY ENERGY

PG&E delivers electricity, maintains the infrastructure of power lines and poles, and sends out bills to customers.



As a customer of both Pioneer and PG&E, customers get a choice in electricity providers. With Pioneer, you'll receive competitive rates, a choice in energy options and exceptional customer 140

# Pioneer's Criteria for Expansion

Pioneer's Board adopted an expansion policy with these criteria:

- Makes financial sense Pioneer would commission a third party to run an Impact Assessment Study to compare projected rates at time of launch with projected power supply cost to serve the new customers
- Be like-minded Pioneer Board prioritizes:
  - Savings
  - Biomass reliable energy, mitigates wildfire risks, jobs
  - Local projects = local jobs
- One Member One Vote = no weighted voting



## How are customers billed?



## **ENERGY STATEMENT**

www.pge.com/MyEnergy

Account No:

Statement Date: 05/03/2023

Due Date: 05/24/2023

\$241.60

### Service For:

## Your Account Summary

Total Amount Due by 05/24/2023

Amount Due on Previous Statement	\$310.25
Payment(s) Received Since Last Statement	-311.00
Outstanding Credit Balance	-\$0.75
Current PG&E Electric Delivery Charges	\$80.73
Pioneer Community Energy Electric Generation Charges	51.35
Current Gas Charges	110.27

## Questions about your bill?

Mon-Fri 7 a.m.-7 p.m. Saturday 8 a.m.-5 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

## nergy

## PG&E Bill - Page #1

- Pioneer listed on the front page
- Customer pays total energy bill to PG&E one payment
- PG&E remits \$ to Pioneer

## What Makes Pioneer Unique

Pioneer serves inland communities with similar priorities like customer savings, community reinvestment, exceptional customer service, and economic development

- Local Control Pioneer is a Joint Powers Authority, a not-for-profit public agency, with a board of directors comprised of only elected officials from the jurisdictions we serve.
- Ratepayer Savings We are committed to providing competitive electricity rates and have saved customers \$108 million since launching in 2018, with an additional \$37 million in savings anticipated in 2025.
- Community Reinvestment Creating opportunities to support and develop biomass, and local generation projects and power purchase agreements
  - El Dorado Irrigation District (\$37 million)
  - PCWA (Over \$10 million)
  - Sierra Pacific Industries (\$1.2 million)
  - Grass Valley Biomass RFP
  - Western Placer Waste Management proposed biomass plant

## **Benefits**



Approved \$2MM for funding.



## **City of Colusa California**

### STAFF REPORT

DATE: November 4, 2025

**TO:** City Council – Motion to Authorize the Mayor to Enter Into a New Employment

Services Agreement with Jesse Cain as City Manager

**FROM:** Ryan Jones, City Attorney

**AGENDA ITEM:** City Council to consider a motion to enter into a new Employment Services Agreement with City Manager Jesse Cain

**Recommendation:** Consider a motion to grant the Mayor authority to execute a new Employment Services Agreement with Mr. Cain

#### **BACKGROUND AND ANALYSIS:**

Mr. Jesse Cain has served as City Manager for the City of Colusa since April 4, 2017. Mr. Cain and the City currently have a contract whereby he will serve as City Manager until January 1, 2026. The parties are considering extending Mr. Cain's service with the City as City Manager to December 30, 2028. The attached draft Employment Services Agreement would supplant the current agreement between the parties, if executed. This motion would give Mayor Codorniz authority to sign the agreement on behalf of the City.

The terms of the Agreement will principally stay the same as his current contract with a few exceptions. First, it would extend the term by approximately three years – from January 1, 2026 to December 30, 2028. Second, it includes a severance provision whereby Mr. Cain would be afforded six months' pay and benefits if he is terminated without cause. The monthly base payment of \$18,719 would remain the same as it currently is the existing contract. Instead of an annual \$500 per month increase after each year, Mr. Cain would be granted an annual \$10,000 stipend.

#### **BUDGET IMPACT**

Same contract terms as current agreement with addition of annual \$10,000 stipend. Please note that the annual raise of \$500 per month has been eliminated.

### **ATTACHMENT**

- Draft Employment Services Agreement between City and Mr. Cain

## CITY OF COLUSA EMPLOYMENT SERVICES AGREEMENT CITY MANAGER

This Employment Services Agreement ("Agreement") is made and entered into this 4th day of November 2025, by and between the City of Colusa (the "City"), a general law city, and Jesse Cain ("Employee"). City and Employee are collectively referred to as "parties."

#### **RECITALS**

City desires to extend the services of Employee as City Manager for the City of Colusa and Employee desires to accept employment as City Manager. The previous Agreement was set to expire on January 1, 2026. Accordingly, the parties enter into this new Employment Services Agreement which will extend Employee's term of employment to December 30, 2028. Thus, this Agreement will supplant the existing City Manager Agreement between the City and Employee. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment and to set working conditions for Employee.

### 1. Term of Agreement:

This Agreement will become effective on the date approved by the City Council on the signature page below. This agreement will extend Employee's term of employment with the City to December 30, 2028, unless extended or terminated as provided herein. The parties to this Agreement may terminate this Agreement pursuant to the provisions of paragraph 5.

### 2. At-Will Employment:

Employee is an "at will" employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate Employee's employment at any time, with or without cause. This provision may not be altered except by a written instrument executed by Employee, and formally approved by the City Council, which specifically references this Agreement and section. Employee shall at all times be considered an agent or employee of the City. Subject to the prior authorization of the City Council, Employee may act as a representative of City in such a manner as may be required to carry out Employee's duties hereunder.

#### 3. Duties and Responsibilities:

Employee shall serve as the City Manager of the City and shall perform the duties of City Manager as outlined in the class specification listed in Exhibit C. and shall perform other duties as required by the City Code or as otherwise assigned.

A. Employee agrees to devote his productive time, ability and attention to the City's business. For the duration of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the City, subject to any exceptions approved in writing by the City Council. As an exempt employee, Employee shall not receive overtime or extra compensation for work performed outside normal business hours. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of these positions. Employee does not have set hours of work as Employee but is expected to be available at all times.

B. During the term of the Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this agreement.

#### 4. Termination of Employment and Severance:

- A. Employee may terminate this Agreement with or without cause, by giving the City sixty (60) days written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect.
- B. The City Council may, at any time, terminate this Agreement with or without cause.
- C. If Employee is terminated without cause the City shall owe six (6) months of salary and benefits under this Agreement. If Employee is terminated for "cause", as defined below, Employee will not receive six (6) months of salary and benefits. The determination of whether there is "cause" for termination may include, but shall not be limited to the following:
  - 1. Failure to properly perform assigned duties;
  - 2. Theft of City property;
  - 3. Insubordination;
  - 4. Conviction of a felony, or conviction of a misdemeanor relating to Employee's fitness to perform assigned duties;
  - 5. Failure to maintain satisfactory working relationships with other employees or the public;
  - 6. Reporting for work, or being at work, under the influence of or in possession of alcohol, non-prescribed controlled substances or prescribed medications which impair Employee's ability to perform his duties.;
  - 7. Improper use of City funds;
  - 8. Willful misconduct or malfeasance;
  - 9. Any act of moral turpitude or dishonesty; and
  - 10. Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.
- 5. <u>Compensation</u>: For services rendered pursuant to this Agreement, Employee shall receive the following compensation
  - A. Employee shall be paid \$18,719 per month
  - B. Employee shall receive an additional stipend of \$10,000 January 1st of each year of contract
  - C. Employee shall receive the benefits identified in Exhibit A to this Agreement.
  - D. The compensation provided for herein shall be reported to the California Public Employee

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Retirement System (CalPERS) in accordance with any then-applicable and governing laws or rules.

### 6. Indemnification:

The City shall defend, hold harmless and indemnify Employee against any negligent tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged negligent act of omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code Section 825 and provide a defense in accordance with Government Code Section 995. The City may decline to defend and/or indemnify only as permitted by the California Government Code. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment, therefore.

### 7. <u>Notices:</u>

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

A. The City:

City Attorney City of Colusa 425 Webster Street Colusa, CA 95932

B. Employee:

Jesse Cain 425 Webster Street Colusa, CA 95932

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

### 8. Arbitration:

A. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, or arising out of or relating to Employee's employment or termination thereof, including but not limited to claims of employment discrimination based on federal and state law, which cannot be resolved among the parties themselves, shall, on the written request of either party served on the other within the applicable statute of limitations, be submitted and resolved by final and binding arbitration in a manner consistent with the Federal Arbitration Act, if applicable, or the California Code of Civil Procedure (including CCP Section 1283.05). Service of the written request shall be made only be certified mail, with a return receipt requested. Time is of the essence; if the request is not served within a one-year period for claims arising out of this Agreement, or within the applicable statute of limitations for the alleged federal and state law claims, the complaining party's claim(s) shall be forever waived and barred before any and all forums, including, without limitation, arbitration or judicial forums.

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- B. The Arbitrator shall have no authority to alter, amend, modify or change any of the terms of this Agreement unless a provision expressly conflicts with applicable federal or state laws. Any arbitrator selected under this provision shall have the express authority to consider statutory violations of federal and state law in addition to disputes involving this Agreement. The decision of the Arbitrator shall be final and binding and judgment therein may be entered in any court having jurisdiction over the dispute.
- C. The Arbitration shall be conducted under the National Rules ("Rules") for the Resolution of Employment Disputes of the American Arbitration Association ("AAA") current at the time of the dispute. If any of the above Rules are determined to be in conflict with federal or state law, then the arbitrator shall have the authority to amend the Rules accordingly. The City shall be responsible for paying all the AAA's administrative and arbitrator's fees. In all other respects, the parties shall bear their own attorneys' fees and costs except as otherwise required by law. The parties shall have the right to conduct discovery which provides them with access to documents and witnesses that are essential to the dispute, as determined by the arbitrator. The arbitrator's written award shall include the essential findings and conclusions upon which the award is based.
- D. The parties intend that this arbitration procedure is mandatory and shall be the exclusive means of resolving all disputes whether founded in fact or law between Employee and the City and/or its officers, employees, elected officials or agents arising out of or relating to this Agreement, the parties' employment relationship and/or the termination of that relationship, including, but not limited to, any controversies or claims pertaining to wrongful or constructive discharge, violations of the covenant of good faith and fair dealing, implied contracts, public policies, anti-discrimination statutes or any employment-related statutes. THE PARTIES EXPRESSLY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW AND/OR BY A JURY IN A COURT PROCEEDING.

### 9. Bonding:

The City shall bear the full cost of any fidelity or other bond required under any law or ordinance.

### 10. <u>Performance Evaluations:</u>

The City Council shall review and evaluate the performance of Employee annually, on or about the anniversary of this Agreement. At the time of each evaluation, performance goals shall be discussed that will be used to assist in the evaluation of Employee's performance in the future.

#### 11. Miscellaneous:

- A. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. This Agreement shall be governed by the laws of the State of California, and venue shall

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be in Colusa County.

- D. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- E. This Agreement may be executed in counterparts containing original signatures.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor and Employee has signed and executed this Agreement, on the day and year written below.

<u>EMPLOYEE</u>				
Jesse Cain, Employee		 Date		
, , , , , ,				
	<u>CITY</u>			
Ryan Codorniz, Mayor		Date		
APPROVED AS TO FORM:				
Rvan Jones CITY ATTORNEY				

#### **EXHIBIT A**

#### Health, Vision, Dental, Retirement Benefits

EMPLOYEE shall receive the same health, vision, dental, retirement and other benefits, including PERS pension that are provided to employees, as set forth in the Memorandum of Understanding (MOU) between the City of Colusa and the Department Head Group. EMPLOYEE shall receive any additional benefits that may be provided to Department Head Group employees in the future.

#### Vacation

EMPLOYEE shall accrue vacation leave in accordance with the Department Head Group. EMPLOYEE shall receive any additional benefits that may be provided to Department Head Group in the future upon approval of the City Council.

#### Administrative Leave

EMPLOYEE shall accrue Administrative Leave in accordance with the Department Head Group. EMPLOYEE shall receive any additional benefits that may be provided to Department Head Group in the future upon approval of the City Council.

#### Sick Leave

EMPLOYEE shall accrue Sick Leave in accordance with the Department Head Group. EMPLOYEE shall receive any additional benefits that may be provided to Department Head Group in the future upon approval of the City Council.

#### Other Leaves

EMPLOYEE shall receive all other leaves, (Bereavement, Family and Medical, Jury Duty, Military, etc.) as other employees, as set forth in the Department Head Group MOU.

#### Holidays

EMPLOYEE shall receive the same legal holidays as other employees, as set forth in the Department Head Group MOU.

#### Life Insurance

Term policy in the amount of \$50,000