

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Joe Fatula · Mayor Pro Tem Marnie Mendoza
Councilmembers · Kim Douglass · Sean Lomen · Trinity Burruss

REGULAR MEETING AGENDA

December 11, 2019

Regular Session: 6:00PM

1 CLOSED SESSION (NO CLOSED SESSION ITEMS)

2 OPEN SESSION

2A. Call Open Session to Order

2B. Pledge of Allegiance

2C. Roll Call

2D. Approval of Agenda Order

This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.

Recommended Action: By motion, accept the agenda as presented or amended.

3 AGENCY PARTNER REPORTS

3A. Placer County Sheriff

3B. CalFIRE

3C. CHP

3D. Event Liaison

3E. Colfax Chamber of Commerce

3F. Sierra Vista Community Center

4 PRESENTATION

4A. Sierra Vista Community Center Bianchini Annual Update

4B. CERT Presentation

5 PUBLIC HEARING (NO PUBLIC HEARING ITEMS)

Notice to the Public: *City Council, when considering a matter scheduled for hearing, will take the following actions:*

1. Presentation by Staff
2. Open the Public Hearing
3. Presentation, when applicable, by Applicant
4. Accept Public Testimony
5. When applicable, Applicant rebuttal period
6. Close Public Hearing (No public comment is taken, hearing is closed)
7. Council comments and questions
8. City Council Action

Public Hearings that are continued will be so noted. The continued Public Hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice.



6 CONSENT CALENDAR

Matters on the Consent Agenda are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.

Recommended Action: Approve Consent Calendar

- 6A. **Minutes – Special Meeting/Workshop of October 23, 2019 – Commercial Cannabis Microbusiness Workshop** (Pages 4-8)
Recommendation: Approve the Minutes of the Special Meeting of October 23, 2019.
- 6B. **Minutes – Special Meeting of October 23, 2019** (Pages 9-10)
Recommendation: Approve the Minutes of the Special Meeting of October 23, 2019.
- 6C. **Minutes – Special Meeting of October 30, 2019** (Pages 11-12)
Recommendation: Approve the Minutes of the Special Meeting of October 30, 2019.
- 6D. **Minutes – Regular Meeting of November 13, 2019** (Pages 13-25)
Recommendation: Approve the Minutes of the Regular Meeting of November 13, 2019.
- 6E. **Minutes – Special Meeting of November 25, 2019** (Pages 26-27)
Recommendation: Approve the Minutes of the Special Meeting of November 25, 2019.
- 6F. **Cash Summary Report – October 2019** (Pages 28-39)
Recommendation: Accept and file.
- 6G. **Exterior Painting of City Hall and The Depot** (Pages 40-53)
Recommendation: Adopt Resolution __-2019 authorizing the City Manager to enter into a contract with DWS Painting for the exterior painting of City Hall and the Depot in an amount not to exceed \$16,000.
- 6H. **The Batchelder Group Chief Negotiator Consultant Agreement** (Pages 54-66)
Recommendation: Adopt Resolution __-2019 authorizing the City Manager to enter into a contract agreement with the Batchelder Group in an amount not to exceed \$12,000.
- 6I. **OMNIA Partners – U.S. Communities Agreement** (Pages 67-75)
Recommendation: Adopt Resolution __-2019 approving the application for eligibility and authorizing the City Manager and/or Community Services Director to participate in OMNIA Partner's U.S. Communities purchasing program.
- 6J. **Hazardous Vegetation Ordinance Update** (Pages 76-77)
Recommendation: Informational item only.

7 PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.



8 COUNCIL AND STAFF

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

8A. **Committee Reports and Colfax Informational Items – All Councilmembers**

8B. **City Operations Update – City Manager**

9 COUNCIL BUSINESS

9A. **Thumblor – Community Branding Marketing Campaign Consultant Agreement**

Staff Presentation: Wes Heathcock, City Manager (Pages 78-90)

Recommendation: Discuss and consider adopting Resolution __-2019 authorizing the City Manager to enter into an agreement with Thumblor for a 1-year term with an optional second year in the amount of \$12,440.

9B. **Amendment to the Antique Fire Truck Donation Resolution 59-2018** (Pages 91-97)

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution __-2019 amending Resolution 59-2018 to allow storage of the antique vehicles on city property under the outlined conditions.

9C. **Rotation of City Council Officers: Mayor and Mayor Pro Tem** (Pages 98-99)

Staff Presentation: Wes Heathcock, City Manager

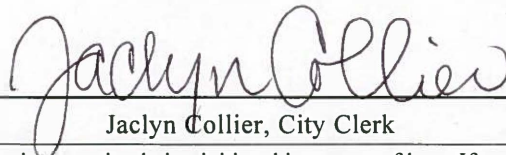
Recommendation: Select Mayor and Mayor Pro Tem for 2020.

10 GOOD OF THE ORDER

Informal statements, observation reports and inquiries regarding the business of the City may be presented by council members under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.

11 ADJOURNMENT

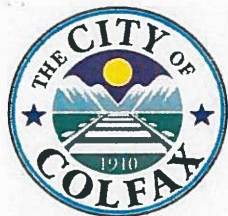
I, Jaclyn Collier, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-ca.gov.



Jaclyn Collier, City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.





City Council Minutes

Special Meeting/Workshop of Wednesday, October 23, 2019

City Hall Council Chambers

33 S. Main Street, Colfax CA

1 OPEN SESSION

Call Open Session to Order

Mayor Pro Tem Mendoza called the open session to order at 9:00AM

Roll Call

Present: Mendoza, Douglass, Burruss, and Lomen

Absent: Fatula

2 PUBLIC COMMENT

None

3 WORKSHOP

3A. Commercial Cannabis Microbusiness

Action: Discuss and direct staff

City Manager Heathcock outlined the objective of the Workshop, requested Council determine whether this is a direction they want to take, and discuss the outside consultants.

Jim Dion requested concerns from Council.

Councilmember Burruss clarified workshops allow for open discussion and questions to come naturally.

Mr. Dion provided a brief history of his business, stated there were no separate licenses in the past. Explained ability to select product to sell to patients, stated he would like to add a microbusiness license to inspect and purchase local product. Mr. Dion described the current process for state testing. He stated his wife makes salves and that he would like to sell those. Mr. Dion was asked to describe salves, he explained they are a topical application to help with joint pain.

Councilmember Burruss requested confirmation the products are not made with butane.

Mr. Dion confirmed not made with butane. Mr. Dion explained how allowing him to cultivate and manufacture the product himself would guarantee product quality as current process, he may not receive what he was provided in the purchase. He provided areas from where he currently purchases products from, emphasized he wants to provide his patients with a good price so they don't feel the need to purchase on the black market or out of town delivery services.

Wendy Dion – Stated they would only sell flower, drops, and salves.

City Manager Heathcock requested Mr. Dion to confirm he is losing patients to the black market.

Mr. Dion stated his patients tell him they can get product delivered from Nevada County.

Councilmember Burruss agreed ethically sourced, local community based would be best for product.

Ms. Dion stated delivery services have their own license and profit.

Mr. Dion noted the importance of local people receiving products from local sources.

City Attorney Alfred 'Mick' Cabral stated the need for microbusiness definition to be addressed. He explained there are four categories and the applicant must fall under at least three of the four categories in order to qualify as a microbusiness. He discussed the concern about whether the law's definition of "premise" is specifically the building the license has been issued for or if the premise also includes a larger area.

City Manager Heathcock clarified Mr. Dion was grandfathered into his current operation from the retail front he rents, but mentioned a few things that would need to be addressed. He asked whether or not the current building conforms to the current ordinance, about an exception because of Mr. Dion's grandfathered status, and whether or not the retail business needs to move to another location.

Mr. Dion stated he has adjusted the building twice over the years to follow the ordinance.

City Attorney Cabral mentioned cultivation, manufacturing, and retail restrictions for the cannabis industry.

Councilmember Burruss brought up the need to review variances and ensuring the building follows current variances.

Ms. Dion requested confirmation of the original denial for the original microbusiness application.

Mr. Dion stated distribution and manufacturing go together, that cultivation, if the City of Colfax allows cultivation, would be beneficial, otherwise he would continue purchasing from other counties. He expressed the desire to have a cultivation/manufacturing/retail license, stated people within the City of Colfax who have 500 square feet can have gardens.

City Attorney Cabral stated everything needs to be on the same premise for the microbusiness license, current state law.

Councilmember Burruss expressed the need to define what is a piece of property as they've run into issues before defining a piece of property.

City Manager Heathcock clarified GSP is asking and the next logical topic is whether or not there is an interest in moving forward.

Mayor Pro Tem Mendoza stated she finds the topic interesting and that she is waiting for more documentation and further information, including, Nevada County's documented ordinance. She expressed two concerns; Federal legal restrictions and how the City of Colfax benefits.

Mr. Dion stated he has hired an outside company who he paid \$60,000 to ensure he is following all the laws.

City Attorney Cabral mentioned expanding restrictions. He stated the sale of cannabis is still illegal under Federal Law, mentioned page 4890 on the new federal budget, Rohrabacher and McClintock signed a piece of legislature that states there isn't funding to prosecute cannabis sales in the areas with robust sales; there's no money for enforcement.

Ms. Dion stated it is not uncommon for people in Nevada County to grow cannabis, their regulation process is good and Colfax could use it as a guide.

City Attorney Cabral stated it is a matter of time and resources Council can afford.

Councilmember Burruss asked if it would be on Council or if a third party would be hired.

City Manager Heathcock stated the current cannabis license is \$8,000 annually for the community to regulate as long as there is a robust regulated industry in place.

Mr. Dion stated the new company has been great in regulating the industry.

Councilmember Burruss stated this could be a pilot operation that allows the City of Colfax a strong hold on growing, cultivation, manufacturing, and sale of cannabis, that allows the City to make changes to different issues that may come up without creating a backlog of work. She suggested allowing a certain number of cultivations that allows the City to make changes that are quick and easy and don't affect a large group of people if changes are needed.

Mayor Pro Tem Mendoza stated there is clearly an industry out there, she would like to make it work.

Mr. Dion provided two PPC codes: 2600 and 26050.1

Tim Ryan inquired about what the timeframe would look like and if they could be given a timeframe so they don't walk out in dire straits and it allows them a goal to work towards. He suggested one year.

City Attorney Cabral clarified Council needs to decide what changes need to be made.

Councilmember Burruss stated she would like to move forward with a policy direction and what resources are available.

City Attorney Cabral confirmed the ordinance needs to be amended and that it is not a hard process. He asked if Council wants to amend it and how.

Councilmember Burruss stated Council needs a policy direction.

Mayor Pro Tem stated from a Council standpoint, they need to prioritize. She stated public safety is number one on the list, mentioned the Chinese dedication, said these are time consuming and that she will give what time she has.

Councilmember Burruss inquired if there is something Council supports.

Mayor Pro Tem Mendoza answered yes.

Ms. Dion explained harvest is in October and if they can purchase now it would help them and their patients.

City Attorney Cabral requested Mr. Dion check the PPC Code 26050.1, that it was not showing up.

Mr. Dion answered it may be 26050.3.

Councilmember Douglass stated since there is no money from the Federal Government to prosecute, it can provide economic development, he is in agreement. He claimed he likes the idea of keeping things local. He asked if the application put money into an escrow account or something similar to help with any costs.

City Attorney Cabral clarified they already do that at this time with their business license.

City Manager Heathcock confirmed it is cost neutral for the City of Colfax.

Councilmember Lomen stated he supports the medical end of the business. He talked about amending 536 allowing for transportation and inquired if Council would need to address that adult use is prohibited in Colfax and if Council would need to amend that.

City Attorney Cabral confirmed Council does not have to amend that if cannabis is being used for medical purposes.

Councilmember Burruss noted a stigma surrounding the use of marijuana whether for medical or recreational purposes and explained how a pilot program allows the community to adjust in small increments. She added that by allowing medical marijuana it's in line with baby steps without a lot of backlash, especially if this is doing good for patients in the area. She pointed out the Dion's have had many walls put up in front of them, she wished to avoid some of those walls in the future.

Ms. Dion stated there is an issue with medical use only as some gardeners only grow for adult use and they can't buy from those suppliers if they're regulated to only medical use industry.

A discussion was had between Mr. Dion and Councilmember Lomen regarding delivery services currently delivering only medical use or if they can deliver both.

City Attorney Cabral suggested avoiding the microbusiness license because it can pigeonhole the business and allow for greater scrutiny.

Mr. Dion agreed to retail and manufacturing for now.

Councilmember Lomen requested an established cost going forward.

City Attorney Cabral suggested they ask a consultant.

Councilmember Lomen requested to discuss the current company and draft something close to Nevada County's ordinance.

Councilmember Burruss offered to start drafting a policy that gives people a chance to see what the new ordinance could look like. She stated this will allow the public to comment on issues Council may not have discovered, while also allowing transparency.

City Manager Heathcock requested clarification that the consensus of Council was to agenize the passing of this ordinance. He mentioned all Council being in the know and requested to work in a group in line with the Brown Act.

Councilmember Burruss requested the meeting be noticed to allow Council members to work together if need be.

City Manager Heathcock confirmed this item will be on the agenda for the November 13 regular meeting and at that time, Council can develop fees to regulate the components and address how this affects the community.

Mr. Dion stated there is a formula that is used including a percentage of the state fee, that is approximately \$1250, just for the manufacturing.

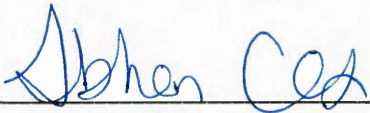
City Manager Heathcock asked Council to confirm they want to bring it forward to Council to move forward and arrange a consultant.

Council agreed with City Manager Heathcock.

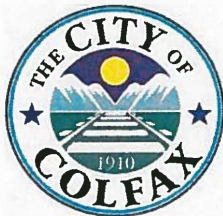
4 ADJOURNMENT

As there was no further business on the agenda, Mayor Pro Tem Mendoza adjourned the meeting, without objection at 10:05am.

Respectfully submitted to City Council this 11th day of December, 2019.



Siobhan Cox, Customer Service Representative



City Council Minutes

Special Meeting of Wednesday, October 23, 2019
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 OPEN SESSION

Call Open Session to Order

Mayor Pro Tem Mendoza called the open session to order at 10:07AM

Roll Call

Present: Mendoza, Douglass, Burruss, Lomen

Absent: Fatula

2 PUBLIC COMMENT

None

3 COUNCIL BUSINESS

3A. Contract Award to Engineered Soil Repairs Inc. - Pond 3 Fissure

Staff Presentation: Chris Clardy, Community Services Director

Community Services Director, Chris Clardy, provided background information on the bid proposals and process for obtaining a qualified bidder for the Pond 3 Fissure project. He confirmed Engineered Soil Repairs Inc. is qualified and willing to perform the work necessary. CSD Clardy requested Council adopt a resolution to allow the City Manager to enter into a contract with Engineered Soil Repairs Inc. for an amount not to exceed \$424, 468.45.

Council Members Lomen and Burruss, as well as Mayor Pro Tem Mendoza confirmed they have no questions.

City Manager, Wes Heathcock, confirmed he has no questions but added that the contract was on the last agenda but unable to be addressed due to a power outage. He stated the City of Colfax needs the contract to be approved.

Recommendation: Adopt Resolution 55-2019 authorizing the City Manager to enter into a contract with Engineered Soil Repairs Inc. in an amount not to exceed \$424,468.45

MOTION made by Councilmember Burruss and seconded by Councilmember Lomen and approved by the following voice vote:

AYES: Mendoza, Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Fatula

4 ADJOURNMENT

As there was no further business on the agenda, Mayor Pro Tem Mendoza adjourned the meeting without objection at 10:23am.

Respectfully submitted to City Council this 11th day of December, 2019.

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Siobhan Cox, Customer Service Representative



City of Colfax
 City Council Minutes
 Special Meeting of Wednesday, October 30, 2019
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION AND ROLL CALL

1A. **Call to Order**

Mayor Fatula called the special meeting to order at 9:00 a.m. Council members present: Burruss, Fatula, Lomen and Mendoza.

2 PUBLIC COMMENT

There were no public comments at this meeting.

3 WORKSHOP

EMERGENCY PREPAREDNESS ACTION: INFORMAL DISCUSSION

Mayor Fatula explained the basis for calling the emergency meeting and the circumstances that justify the Council taking emergency action. The Council identified several issues:

- There have been 161 hours of unplanned power outages that citizens cannot plan for and for which PG&E has no solution.
- Elderly, young and residents with medical issues are at risk.
- Medical patients are unable to obtain oxygen.
- At least 50% of Internet and cell services were down.
- PG&E crews cannot find lines or do not check at all; some lines are damaged; near misses are especially dangerous.
- There may be a need to draft an ordinance to protect citizens from unnecessary restrictions. Council member Burruss volunteered to create a draft ordinance.
- One death has been reported, but it has not been directly linked to the power outages.
- The Council may want to consider providing some relief from payment of sewer use charges to alleviate the financial hardship some citizens may experience as a result of the power outages.
- There may also be a need to provide backup generation for all sewage pump stations.
- There has been one structure fire and five calls for medical service during the most recent power outage.

Tom Parnham

- Suggested that some control over generator noise is needed and asked whether generator noise is covered in the City's noise ordinance.

CalFire Chief Brian Estes

- Emergency service providers are sharing in the inconvenience.
- There have been no reductions in services so far. Station 30 is staffed.
- Areas under power lines that need to be cleared are PG&E's responsibility.

- Generator safety needs to be taken seriously because they can cause and have caused fires. Mayor Fatula suggested preparing a good tutorial on how to use generators.
- CalFire cannot regulate three types of fires: ceremonial, cooking and warming unless they create a valid risk.

Supervisor Cindy Gustafson

- Confirmed that what constitutes an emergency is up to each locality to decide.

Holly Powers

- Placer County proclaimed a local emergency which covers the City if local assistance is needed.
- The County has warming and cooling plans in place. The warming center requires three consecutive days of power outage, and that has not occurred yet. Warming centers are focused on homeless and have nothing to do with power outages.
- The State has not made funds available to reimburse local governments.

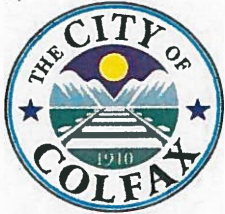
On a motion by Mayor Pro Tem Mendoza, seconded by Council Member Lomen, Council present unanimously adopted its Proclamation Declaring Local Emergency

Ayes: Burruss, Fatula, Lomen, Mendoza.

4 ADJOURNMENT

As there was no further business on the agenda, Mayor Fatula adjourned the meeting at 9:55a.m.

Respectfully submitted to City Council this 11th day of December, 2019



City Council Minutes

Regular Meeting of Wednesday, November 13, 2019

City Hall Council Chambers

33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call Closed Session to Order

Mayor Fatula called the closed session to order at 5:30PM, Mayor Fatula then recused himself

1B. Roll Call

Present: Douglass, Burruss, Lomen

Absent: Mendoza, Fatula

1C. Public Comment on Closed Session Items

None

1D. Closed Session

Conference with legal counsel – existing litigation pursuant to Government Code Section 54956.9(d)(1): ColfaxNet vs City of Colfax, United States District for the Eastern District of California Case Number 2:19-cv-02167-WBS-CKD

1E. Adjourn Closed Session

Closed session adjourned at 5:58PM

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Fatula called the open session to order at 6:11PM

2B. Pledge of Allegiance

Andrew DePew led the Pledge of Allegiance

2C. Roll Call

Present: Fatula, Douglass, Burruss, Lomen

Absent: Mendoza

2D. Closed Session Report

City Attorney Cabral reported action for closed session, ColfaxNet proceed accordingly, authorized by Council Members Burruss, Douglass, Lomen.

2E. Approval of Agenda Order

Recommendation: By motion, accept the agenda as presented or amended.

MOTION made by Councilmember Lomen and seconded by Councilmember Burruss and approved by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza

3 AGENCY REPORTS

Placer County Sheriff – Colfax Station Commander, Ty Conners

Conners mentioned former police chief, Chuck Brown, who recently passed away, spoke of Mr. Brown's accomplishments. He reported the awards dinner success and that the Colfax High School choir performance was phenomenal. Sheriff Conners stated the Honor Guard helped with the memorial of fallen officer Brian Ishmael, flying 4 officers down to the memorial of officer Jonathan Diaz.

CALFIRE – Sean Lomen

CALFIRE report provided by Sean Lomen – ISO review is being worked on, expected insurance rate will decrease from 5 to 4, unable to confirm at this time. Lomen provided an update on gear testing, 5 of 10 needed minor repairs, recertification occurs every 10 years. He requested to discuss Engine 36 with the City, obtaining estimates for repair but may need to be replaced. Lomen confirmed fire season is still here, lowest rain ever recorded, but possible rain next week, advised to be cautious. He confirmed participation in Winterfest, Volunteer Fire Department will be doing Santa again.

CA Highway Patrol – Gold Run area, Chris Nave

Nave talked about CHIPS for kids, collecting toys, putting barrels up in designated places, accepting from now through December 11th. He requested people contact him if they know of a family in need, stated the teenager range is the biggest need.

Event Liaisons – Fred & Renee Abbott

Fred Abbott provided an update on the Lion's Club community dinner, stated Winterfest light parade flyers are available and details for the parade, requested participants sign up ahead of time. He talked about changes to future Railroad Days event.

Chamber of Commerce – Tim Ryan

Mr. Ryan talked about a good turnout for the Chamber's Coffee and Conversations where they discussed the State of Emergency, stated Mayor Fatula gave a presentation. Mr. Ryan thanked Marnie Mendoza who also made a presentation. He provided an update on upcoming mixers, Winterfest, the Soup Kitchen, Coat Drive and times for Winterfest events.

Sierra Vista Community Center – Sharon Connors & Foxey McCleary

Sharon Connors and Foxey McCleary expressed appreciation for the great turnout at the community power outage dinner, looking forward to future projects, provided an update on the Flea Market, Food Train, Jazz and Blues event, free Yoga, Bingo, and Coat Giveaway, as well as the SVCC window painting contest, VFW breakfast, and Legion Dinner. Ms. McCleary encouraged people to check out the paintings in the library from the Chocolate, Art and Wine event.

4 PRESENTATION**4A. Letter of Recognition to Placer County Sheriff Manny Temores**

Mayor Fatula presented Sheriff Manny Temores with a letter of recognition and thanked him for his service.

Sheriff Conners spoke of Temorez's involvement with the community, thanked him for his hard work and dedication.

Temores thanked Conners for the opportunity, showed appreciation for the tremendous support for law enforcement and told a brief story about the community support of officers.

4B. Proclamation in Honor of Myrtle Findley

Mayor Fatula presented long time Colfax resident, Myrtle Findley a proclamation, and spoke of her recent 100th birthday.

RECESS: Mayor Fatula called a recess to set up for Community Branding presentation at 6:38PM

Meeting called back in session at 6:44PM

4C. Community Branding Design – Final Images

Ten Teichman with Solace Graphics and Pamela Beiry with Thumblr gave a presentation of the final images created for the City of Colfax’s Branding.

Mitchell Harrison requested information about the logo.

Mr. Teichman, Ms. Beiry, Mayor Fatula and Councilmember Lomen provided information on the process of the brand selection and how it was decided on.

5 PUBLIC HEARING

Public Hearing on Mitigation Impact Fees – Annual Report

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Conduct a Public Hearing, review annual report, consider public and staff comments, accept report and adopt Resolution 45-2019 accepting and approving the Annual AB 1600 Mitigation Fee Report and making findings pursuant to Colfax Municipal Code Chapter 3.56 and the Mitigation Fee Act (Government Code Section 6600 Et Seq)

PUBLIC COMMENT FOR MITIGATION IMPACT FEES:

None

Public Hearing Closed

MOTION made by Councilmember Burruss and seconded by Councilmember Lomen and approved by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza

6 CONSENT CALENDAR

6A. Minutes – Regular Meeting of September 25, 2019

Recommendation: Approve the Minutes of the Regular Meeting of September 25, 2019.

6B. Cash Summary Report – September 2019

Recommendation: Accept and file.

6C. Quarterly Investment Report – Quarter Ended September 30, 2019

Recommendation: Accept and file.

6D. Fire Equipment Grant Acceptance

Recommendation: Adopt Resolution 46-2019 approving the Department of Forestry and Fire Protection Agreement required by CALFIRE as a condition to receiving grant funds in the amount of \$2,300 for the grant application for the 2019/20 Fiscal Year.

6E. Adopt Caltrans' Local Assistance Procedures Manual Chapter 10

Recommendation: Discuss and consider Resolution 47-2019 authorizing the adoption of Caltrans' Local Assistance Procedures Manual Chapter 10.

6F. Culver Street Phase II – Design and Project Management

Recommendation: Adopt Resolution 48-2019 authorizing the City Manager to execute an agreement with GHD Engineering for the design and project management of Culver Street Phase II in and amount not to exceed \$30,272.

6G. Adopt a Policy for Annual Selection of Mayor and Mayor Pro Tem

Recommendation: Discuss and consider Resolution 49-2019 approving adopting a policy for annual selection of Mayor and Mayor Pro Tem.

Recommendation: Approve Consent Calendar

MOTION made by Councilmember Lomen and seconded by Councilmember Burruss and approved by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

ABSENT: Mendoza

7 PUBLIC COMMENT

Alan Shuttleworth –

Talked about the former pool and his involvement in activities held at the pool. He stated the splash park and skate park serve only a narrow area of the community, and he believes schools would benefit from a pool as well as children and seniors. Mr. Shuttleworth listed other small communities with pools.

Nancy Hagman –

Talked about Shadows Past repainting project and appreciation for the City's Public Works crew assisting. She is looking for volunteers to help paint.

Will Stockwin –

Inquired on information for the horns on the bull statue. He talked about what he has heard about the incident, inquired whether or not anyone knows who did it and stated he is tired of people ruining things.

City Manager Heathcock stated Roger Staab maintains the statues, also that he heard a story about the security video that was reviewed and pointed out the fence is not high enough. City Manager Heathcock agreed to look into the incident to see what can be done. He requested to put the Bear and the Bull statues on a future agenda.

Nancy Hagman –

Spoke about the amount of times the horns have been broken off, the material the horns are made of and about the security camera situation.

Councilmember Lomen suggested greasing the horns to deter vandalism.

PCSO Ty Conners –

Confirmed they have not received a report yet, requested it be reported.

Ken Ahrens –

Thanked Council for their efforts on the Culver paving project, asked if the next phase will be done in the Spring. He also inquired about cost and talked about parking on Scholtz being a safety issue and requested no parking signs.

City Manager Heathcock stated the next phase of Culver Street is on the consent calendar.

Councilmember Lomen clarified the Culver Street design is on the consent calendar.

Bill Bean –

Thanked Council for Culver Street paving, he requested a speedbump and possibly a speedbump as well.

Nick Dion –

Talked about issues with cigarette smoking on sidewalks and in front of businesses. He inquired about action that can be taken.

Councilmember Lomen stated the business owner has some responsibilities but that it is just an infraction and hard for law enforcement to enforce.

Steve Gilbert –

Inquired as to why Grandfathers cannot serve tacos at Winterfest. He asked the community to stand behind them and support them and stated they are upset to not be a part of the event as they want to continue serving the community.

Councilmember Lomen expressed his support for Grandfathers and redirected his inquiry to the Chamber of Commerce who is the coordinator of the Winterfest event.

Larry Hilberg –

Talked about taxes and spoke in favor of local businesses.

PUBLIC COMMENT CLOSED

8 COUNCIL AND STAFF REPORTS

Councilmember Lomen

Councilmember Lomen spoke about the Solid Waste Local Task Force.

Councilmember Douglass

Councilmember Douglass attended the SACOG, stated legislature is closed until January, and talked about funding to be received. He stated he met with Jody Jones, Mayor of Paradise, and they talked about evacuations. Councilmember Douglass also attended the Pioneer meeting, they're talking about making generators available for future PG&E PSPS events. He announced Josh Alpine joined the board for Project Go.

Councilmember Burruss

Councilmember Burruss attended PCPTA meeting, reported negotiations for Union Pacific to pave Railroad Ave to Whitcomb, project being pushed and has support. She talked about city, county and government no longer allowed to purchase emissions vehicles starting 2027 and all regular emissions vehicles required to be phased out, spoke about hydrogen fuel. Councilmember Burruss spoke of looking at ballot measure,

receive TDA funding shift. She expressed gratitude and appreciation for contributors for SVCC community PSPS dinner, thanked Carolyn McCully, Chamber of Commerce, Linda with Homie Joe's, and she looks forward to similar events in the future.

Mayor Fatula

Reported that once a State of Emergency was declared, he met with the Placer County Board of Supervisors to go over the impacts of the PSPS events. He provided information about minimum heat standards provided by OES which he did not agree were acceptable. Mayor Fatula provided an update on technology issues during PSPS events, estimated about half of the population did not hear about emergencies due to technology issues, problems with PG&E's website and contact numbers. He stated the State of Emergency is still here because it is unknown when the next PSPS event will be and reported PG&E provided 1,000 lunches, with provocation from Mayor Pro Tem Mendoza, that were given out to the community. Mayor Fatula spoke about himself and Mayor Pro Tem Mendoza offering to charge medical equipment, suggested the public check on their neighbors and to invite them into your home if you have heat. He stated he contacted Caterpillar to get a quote on an 8.5 Mega Watt generator, touched on the loss letter, and talked about meeting with NID and their proposal to take over Nevada County and part of Placer County's grid, reported more follow up to come. Mayor Fatula stated the court date for PG&E is November 20th and that he felt it would not be good for the state to take over PG&E.

City Manager, Wes Heathcock

City Manager Heathcock spoke about the Solid Waste Local Taskforce and the County considering a development around the dump and complaints received, stated a 2,000-foot separation has the potential to force out of state garbage transfer. He reported the taskforce is working on a letter to explain the loss of an asset and the cost to Placer County. City Manager Heathcock stated the Government released \$75 million in funding, maximum of \$500,000 award, reported Colfax submitted an application for a backup generator, SVCC and VFW for community resource center, application for \$440,000. He stated people should not be required to go to Auburn and spoke in favor of a facility in Colfax during PSPS events. City Manager Heathcock provided information about the generator the City rented and what additional services are available from the rental company if need be. He reported the roundabout is looking good, expected to be completed by the end of the week, on schedule and on budget.

Mayor Fatula stated Cindy Gustafson commented Foresthill's PSPS set up was outdoor tables, and trailer showers, all outdoors. He inquired about what is planned for the center of the roundabout, provided a few suggestions. The public provided a few suggestions as well.

RECESS: Mayor Fatula called for a break at 7:42PM

Meeting called back in session at 7:51PM

9 COUNCIL BUSINESS

9A The City Council of the City of Colfax Denying the Colfax Net Setback Variance Application

Staff Presentation: Wes Heathcock, City Manager

Mayor Fatula recused himself, Councilmember Douglass stepped in to proceed with the item.

City Attorney Cabral clarified the action memorializes the denial.

PUBLIC COMMENT on Item 9A:

Dr. Kurtis Fox –

Spoke in favor of the setback variance denial, expressed concern about the Shadow Wood development and hope for continued protection of land and property owners.

PUBLIC COMMENT CLOSED

Recommendation: Adopt Resolution 50-2019 approving the City Council’s findings and order denying the Colfax Net setback variance application.

MOTION made by Councilmember Burruss, seconded by Councilmember Lomen and approved by the following voice vote:

AYES: Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Fatula, Mendoza

Mayor Fatula returned to proceed with remaining agenda items

9B Proposed Location for the Colfax Skate Park

Staff Presentation: Wes Heathcock, City Manager

City Manager Heathcock provided background information for the Skate Park project. He reported that he confirmed with ARD previous funding had been spent appropriately and there is no obligation to pay back any funds, also pointed out Ted with Placer County Parks in the audience.

Ty Conners –

Spoke on past research provided, notification of neighbors within 500-feet, results from neighbors for, opposed, and neutral in regards to the skate park. He reported concerns he was informed of for those opposed, as well as support received from those in favor. Mr. Conners stated he reached out to Grass Valley and Auburn (ARD) to get information on their pools, ARD provided a 6-year history of costs and charges for both pools and skateparks, including a loss of \$120,000 from pool expenses for one year and consistently being in the red with difficulty keeping up costs of pool maintenance. He stated both Grass Valley and Auburn report minimal overall costs, for skatepark, mainly trash pick-up and crack filling/seal coat every 5-years. He reported speaking with both Grass Valley and Auburn Police Departments about the skate parks in their jurisdictions, both provided Mr. Conners with information about calls received and agreed they were minimal. Mr. Conners reported Grass Valley claimed expenses for repairing their fence with people attempting to enter the

skatepark property and suggested Colfax have a lower fence to avoid costs in repairs but still providing a designated barrier to allow citations, if needed.

Community Services Director Clardy stated he looked at the drainage pipe and confirmed it needed engineering services.

Councilmember Lomen thanked Mr. Connors for providing information.

Ted Raul –

Placer County Parks worker Ted Raul reported he was speaking on behalf of Placer County Parks representative Andy Fischer. Mr. Raul spoke of the dedication fee program, how they are in support of providing funds, though in the early stage, it does have support. He confirmed the funding received by the City of Colfax for construction of the splash park does not need to be returned.

City Manager Heathcock requested Public Comment and recommended approval of the Skate Park.

PUBLIC COMMENT on Item 9B:

Dominic Ferrero – Spoke in favor of the skate park

Charles – Spoke in favor of the skate park

Rachel – Spoke in favor of the skate park, also offered to pick up trash at the skate park

Jacarri Harrison – Spoke in favor of the skate park

David Harrison – Spoke in favor of the skate park

Kalli Keding-Cecil – Spoke in favor of the skate park

Sharon Connors – Spoke in opposition of locating the skate park at the old pool site, suggested putting the skate park at the City Corp Yard, talked about a snack bar. She inquired about Placer County providing funding to support a pool at the former pool site.

Mitchell Harrison – Spoke in support of the skate park

Bill Bean Sr. – Spoke in opposition of the skate park.

Councilmember Burruss mentioned updating the policy to allow skating on Main Street, not the sidewalk. She also requested clarification on opposition for the location of the skate park or skate park vs pool.

Mr. Connors stated he is working with Colfax High School and Colfax Elementary School. He suggested the public spearhead a project to raise funds for the school to build a pool to understand the work and amount of time, including time away from family, that goes into a project like this. Mr. Connors stated few high schools allow community use of on campus pools, also reported on the 62 decibels a skate park creates compared to the normal decibel of 60. He also stated Mr. Hilberg inquired about metal ramps and Mr. Connors confirmed those would be much louder than concrete.

Foxy McCleary – Inquired about the possibility of locating the skate park at the Corp Yard

John McLaughlin – Spoke in opposition of the skate park

Larry Hilberg – Spoke in opposition of the skate park

Sharon Connors – Requested clarification of the current Resolution on the table

(Discussion between council and members of the public)

PUBLIC COMMENT CLOSED

Mayor Fatula stated he had personally toured City property appropriate for skate park, claimed Council agrees they would like both a skate park and a pool. He addressed issues brought up about the ballpark location; cameras could be installed on the light poles for security, existing vacant building could be knocked down for visibility improvement, a plan to solve drainage issues would be addressed, and regarding noise issues, he talked about the decibels and research done on concrete ramps. Mayor Fatula commented about statements that Council did not do their research, stated the Corp Yard creates a sewer main issue, as well as an issue with supervision and crossing the road. He mentioned adding a tax measure to assist in funding a pool and requested Council report what they have looked into.

City Manager Heathcock stated the City currently pays \$85 per month for cameras on other areas.

Councilmember Lomen reported he has done multiple site visits and talked about money that would be gambled with a pool adding funding would be better spent paving roads. He stated increased security is needed in the former pool area anyway and mentioned other skate parks he visited and does not think crime would increase with a skate park.

Todd Saylor – Spoke in favor of a skate park being located at the former dump site

Councilmember Lomen reported the landfill location would cause road maintenance fees.

(Audience member inquired how Council got away without holding a public hearing)

Councilmember Lomen confirmed a public hearing was not required because no laws or zoning was being changed.

Councilmember Douglass stated there are multiple site possibilities that should be explored.

Councilmember Burruss stated she felt it is important to address the Resolution, suggested amending the Resolution to include tentative.

(Discussion between Mayor Fatula, Councilmember Burruss, and City Attorney Cabral about whether or not the Resolution can be modified)

City Attorney Cabral confirmed Council can modify a Resolution

Councilmember Burruss requested to modify the Resolution to include tentative location, allowing a study to begin, not at the City's expense.

City Attorney requested clarification Council is approving the study of the location for the skate park

(Discussion between Mayor Fatula, Councilmember Burruss, and City Attorney about modifications to the Resolution)

Recommendation: Adopt Resolution 51-2019 approving locating the Colfax Skate Park adjacent to the Splash Park.

Councilmember Burruss MOTIONED to modify Resolution 51-2019 to read: Tentatively approving locating the Colfax Skate Park adjacent to the Splash Park subject to the required engineering studies and proceeding through the normal permitting and approval processes.

MOTION made by Councilmember Burruss and seconded by Councilmember Douglass to modify Resolution 51-2019, approved by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza

RECESS: Mayor Fatula called for a break at 9:19PM

Meeting called back in session at 9:26PM

9C PG&E Loss Memorandum

Staff Presentation: Wes Heathcock, City Manager

City Manager Heathcock proposed committee of Trinity and Joe to review letter

Recommendation: Discuss and provide staff direction on the PG&E Loss Memorandum.

MOTION by Councilmember Burruss and seconded by Councilmember Lomen to approve Councilmember Burruss and Mayor Fatula for review committee, approved by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza

9D City Council Regular Session Meeting Time Change

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Provide staff direction as to future meeting times.

MOTION by Mayor Fatula and seconded by Councilmember Burruss to keep 6:00PM Regular Meeting time, approved by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza

9F City Funding Support for Winterfest Event

Staff Presentation: Wes Heathcock, City Manager

City Manager Heathcock proposed committee of Trinity and Joe to review letter

Recommendation: Discuss and consider adopting Resolution 52-2019 authorizing a \$1,000 donation to the Colfax Chamber of Commerce, coordinators of the 2019 Winterfest event, as the City's contribution to the success of the Winterfest 2019 event.

MOTION by Councilmember Lomen and seconded by Councilmember Burruss and approved by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza

Tim Ryan, Colfax Chamber of Commerce sincerely thanked Council.

9E Commercial Cannabis Microbusiness**Staff Presentation:** Wes Heathcock, City Manager

City Attorney Cabral provided background information, policy question – Is Council in favor of GSPC expanding? He explained the process of changing current laws.

Councilmember Lomen stated City ordinances need to stay in line with the state law and that each step of the Cannabis process is a separate entity and Colfax's need for an ordinance.

Councilmember Douglass spoke of the cost associated with the different options.

Councilmember Burruss stated need to support local business, talked about changes in stated delivery laws. She talked about additional issues, businesses serving this community who the City doesn't have checks and balances over, and requested staff develop a program looking at components of micro cannabis businesses. Councilmember Burruss talked about local business participation and protecting ourselves and revenue that is being bypassed, that bringing forward a proposed ordinance already written to pick apart and modify is better than a blank canvas. She stated all of Council needs to be involved, suggested workshops so everyone can provide input.

Mayor Fatula inquired on previous money spent, what legal requirements are, how does this dramatically lower the cost, and how someone else can come in with a lower price, as well as how the City putting in a microbusiness changes the cost.

City Manager Heathcock mentioned Councilmember Burruss suggesting utilizing other examples and addressing in house issues.

PUBLIC COMMENT on Item 9E:

Jim Dion –

Spoke of his business and how allowing manufacturing could help his business. He provided background information on his license, submitted a timeline of events to Council and read a statement from his lawyer that included suggestion of ordinance being changed by a Resolution.

(Discussion between Jim Dion and Mayor Fatula regarding his business and manufacturing)

City Attorney Cabral stated the ordinance cannot be changed by a Resolution, that Council must change the ordinance.

(Discussion between Mayor Fatula, and Council Members Lomen and Burruss regarding how GSPC's business changes with allowing manufacturing and current distributors from other counties who the City is not receiving revenue over and has no information or jurisdiction over)

Jim Dion inquired about remaining meetings in 2019 and requested the ordinance be change via Resolution.

Theo Bridges inquired about the license process.

City Attorney Cabral confirmed ordinance adopted can only be changed by adopting another ordinance.

Theo Bridges talked about allowing microbusinesses to increase taxes and requested Council assist Mr. Dion.

Mayor Fatula commented he would like to see a portion of the state money come to the City.

Charles Podel acknowledged Council understanding, provided background on his experience with the legal cannabis business, stated he currently works for company with a microbusiness license which allows them to keep overhead down, states the city could tax the revenue and it would be increased by the discount on overhead. He recommended Jim

and his business costs being lowered, stated delivery service is benefiting with little overhead. Mr. Podel talked about issues in other states with excess product and support of providing quality cannabis from local sources.

Rich Miller stated he applied last year, appreciates due process, spent \$60,000 on the application process that was still unable to open. He talked about catering to one business, and doesn't support Monopoly. Mr. Miller talked about tax leakage with allowing reduction of wholesale prices, suggested offering development agreements to cover the costs of the business that wants to come in. He requested Council checked with Dixon, Riverbank and how they set up to help their communities, not to take all profits, stated the last thing he wants is investigations.

Councilmember Burruss requested to clarify that the City is not giving away money by not taxing, decision to not tax something is also to make sure it is in the best interest of constituents. She does not want the public to think that they're considering microbusiness solely based on tax revenue and wants to make sure costs incurred are covered.

Mayor Fatula stated he doesn't understand the development agreement proposed, inquired how licenses would affect the citizens of the community if they purchase directly, and would like to better understand, stated there are areas that need to be explored.

Councilmember Burruss stated much of the information he is requesting was addressed during the October 23rd meeting that Mayor Fatula was not present for.

Mayor Fatula requested to redo some of the workshop.

Councilmember Lomen stated he would like to provide some type of direction.

Councilmember Burruss requested staff provide numbers from a CI.

(Discussion between Mayor Fatula, Councilmember Burruss and Councilmember Lomen regarding action that will be decided tonight)

City Manager Heathcock inquired about requesting information from a CI to look at each cost proposal.

Mayor Fatula inquired what is the affect it will have on external distribution coming in.

Councilmember Lomen asked about providing direction to staff.

Recommendation: Discuss whether to expand the scope of permissible commercial cannabis activities in Colfax and provide direction to staff.

MOTION by Councilmember Burruss and seconded by Councilmember Lomen to schedule a Workshop tentatively for November 20th or December 4th, approved by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza

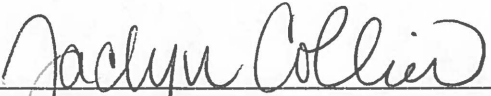
10 GOOD OF THE ORDER

None

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Fatula adjourned the meeting, without objection at 10:30PM.

Respectfully submitted to City Council this 11th day of December, 2019.



Jaelyn Collier, City Clerk



City Council Minutes

Special Meeting of Monday, November 25, 2019
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 OPEN SESSION

Call Open Session to Order

Mayor Pro Fatula called the open session to order at 10:03AM

Roll Call

Present: Fatula, Mendoza, Lomen

Absent: Douglass, Burruss

2 PUBLIC COMMENT

None

3 COUNCIL BUSINESS

3A. Shadow Wood Subdivision Improvement Agreement

Staff Presentation: Wes Heathcock, City Manager

City Manager Heathcock provided information on the item.

Mayor Pro Tem Mendoza inquired about public comment.

Jeff Madrow expressed concerns about setbacks.

Mayor Pro Tem Mendoza inquired about a variance

City Attorney Cabral confirmed no variance is needed, it is a setback, confirmed the final map was approved years ago and cannot be changed now.

Mayor Fatula commented on previous Council approving the map, cannot force the developer to change it, only option would be to purchase the property back from the developer.

Councilmember Lomen requested Mr. Madrow stay after the completion of the meeting to discuss.

(Discussion between Councilmember Lomen, Mayor Fatula, and David Carter regarding Gavion wall and location)

Recommendation: Discuss and consider adopting Resolution 53-2019 authorizing the City Manager to execute a Subdivision Improvement Agreement with Shadow Wood Place Ventura, LLC.

MOTION made by Councilmember Lomen and seconded by Mayor Pro Tem Mendoza and approved by the following voice vote:

AYES: Fatula, Mendoza, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass, Burruss

3B. Fire Station 37 Roofing Repair Update
Staff Presentation: Wes Heathcock, City Manager

City Manager Heathcock provided background information on the item.

(Discussion between Mayor Fatula, Councilmember Lomen and City Attorney Cabral as to approving the resolution but allowing up to \$18,500 in change orders for unforeseen repairs if applicable)

Recommendation: Adopt Resolution 54-2019 authorizing the City Manager to enter into a contract with Logan Roofing for the installation of a new metal roof on Fire Station 37, in an amount not to exceed \$12,975.

MOTION made by Mayor Pro Tem Mendoza and seconded by Councilmember Lomen and approved by the following voice vote:

AYES: Fatula, Mendoza, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass, Burruss

City Manager Heathcock provided an update on the roundabout and project funds.

Councilmember Lomen provided information on Mt. Howell controlled burn.

Mayor Pro Tem Mendoza thanked everyone who pulled together during power outages, even though power did not go out, we were prepared. She thanked Wes and City staff for their hard work, and Councilmember Lomen for every 2-hour fueling of generators. She reported CERT coming out Dec 11th Community Emergency Response Team to do a presentation at 6pm.

Councilmember Douglass arrived at 10:18AM

Mayor Fatula inquired about an upcoming storm, City Attorney Cabral and City Manager Heathcock mentioned expectation of snow.

Mayor Pro Tem Mendoza inquired about the emergency declaration

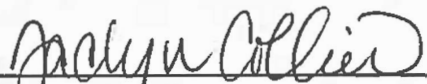
Mayor Fatula confirmed Council must take action for it to be removed.

City Manager Heathcock confirmed.

4 ADJOURNMENT

As there was no further business on the agenda, Mayor Fatula adjourned the meeting without objection at 10:20am.

Respectfully submitted to City Council this 11th day of December, 2019.



Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE DECEMBER 11, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary Report – October 2019

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Accept and file.

Summary/Background

The monthly financial report includes General Fund Reserved Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports, and bank statements. Detailed budget comparisons are provided as a mid-year report and also as part of the proposed budget process each year.

The purpose of these reports is to provide status of funds and transparency for Council and the public of the financial transactions of the City.

The attached reports reflect an overview of the financial transactions of the City of Colfax in October 2019.

- Received first annual installment for Support Law Enforcement funding (Fund 218) of approximately \$68,000. The City expects to receive the balance of the total annual allocation of \$100,000 by the end of the fiscal year.
- Fund 250 – Received the first allocation for Fiscal year funding via Placer County Transportation Agency (PCTPA) in October. Full funding of budgeted transfers from Gas Tax Fund and General Fund will be recorded in fiscal year end closing process (June 2020).
- Negative cash fund balances are due to timing of funding allocations and reimbursements.
 - Fund 365 - Kneeland Street Improvements – This new project is the first of the General Fund budgeted street improvements for fiscal year 2019-2020. Funding will be transferred from General Fund as appropriate per approved budget.
 - Fund 355 – CDBG Pavement Culver – Pending fund transfer from Fund 244. This project is near final completion and we expect final expenses and fund transfers to occur in November 2019.

- Fund 385 – Roundabout Project – The primary funding for this project is disbursed on a reimbursement basis, therefore, a negative balance is anticipated until the end of the project. Reimbursements are being requested as soon as possible based on Grant and Partner agreements. The City has received all Developer share of costs, and \$270,000 of these funds are in Fund 210 – Mitigation Fees Road projects and are budgeted to be used for the project (to be transferred as necessary at project completion)

Attachments

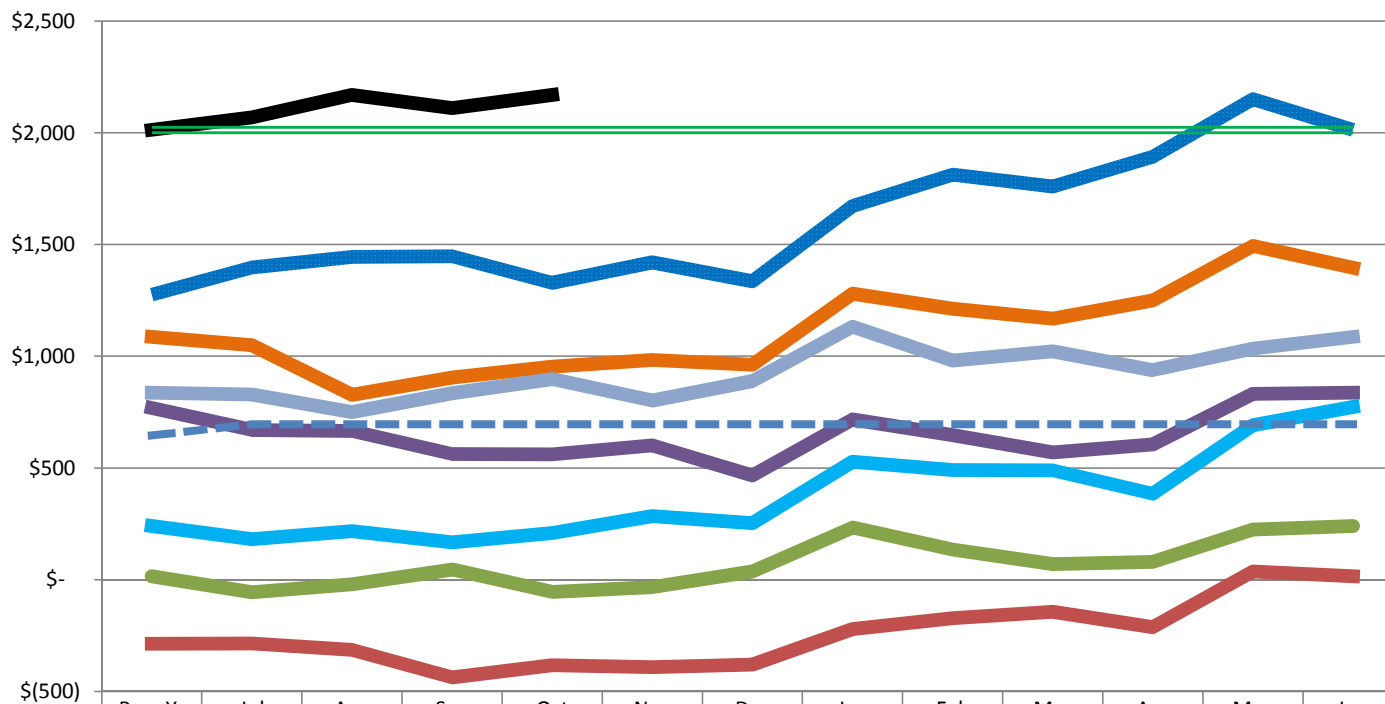
1. General Fund Reserved Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable
 - d. Daily Cash Summary Report (Cash Receipts)

Attachment 1a

City of Colfax - October 2019
General Fund Reserved Cash Analysis

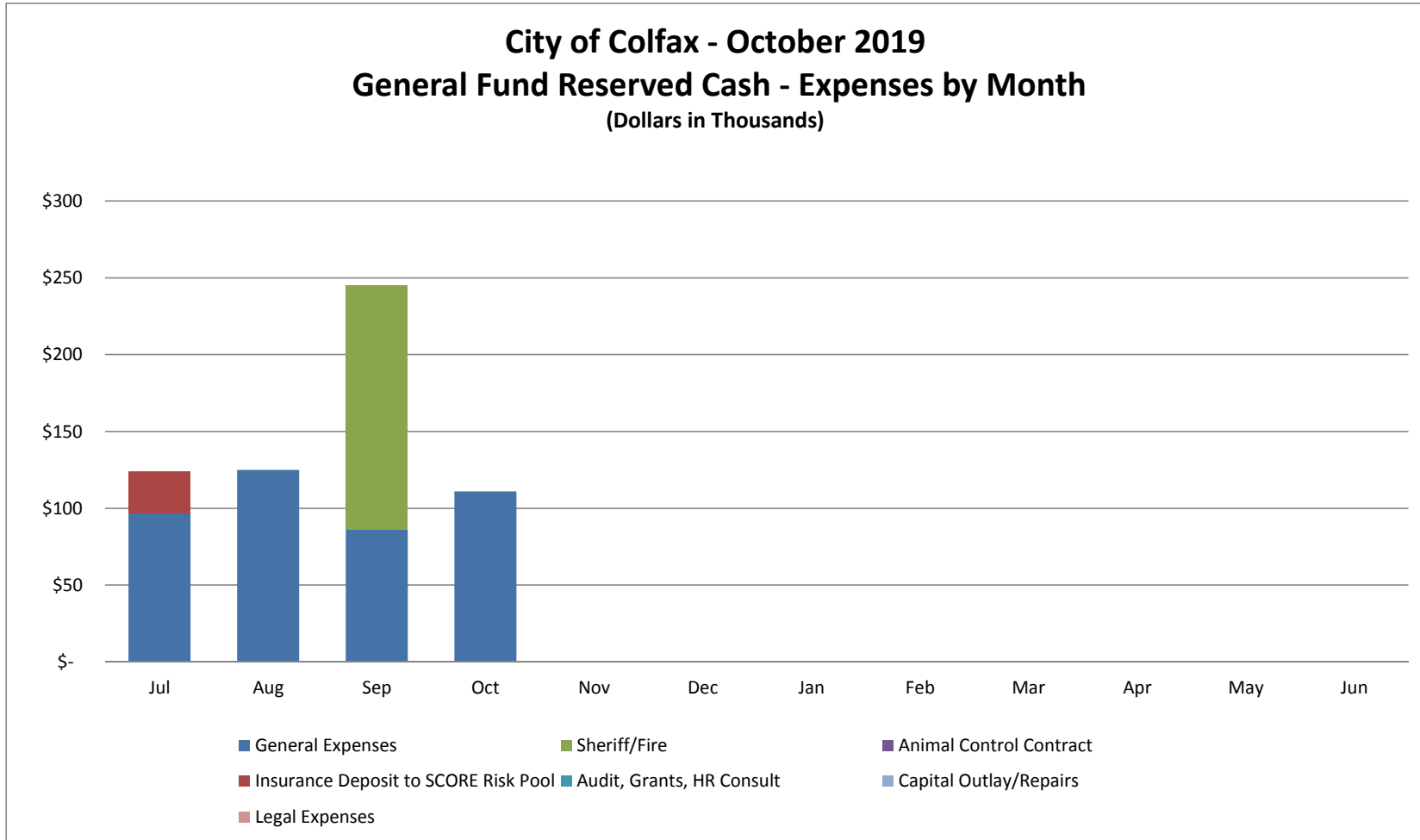
(Dollars in Thousands)

Fiscal Year 2019-20 >>

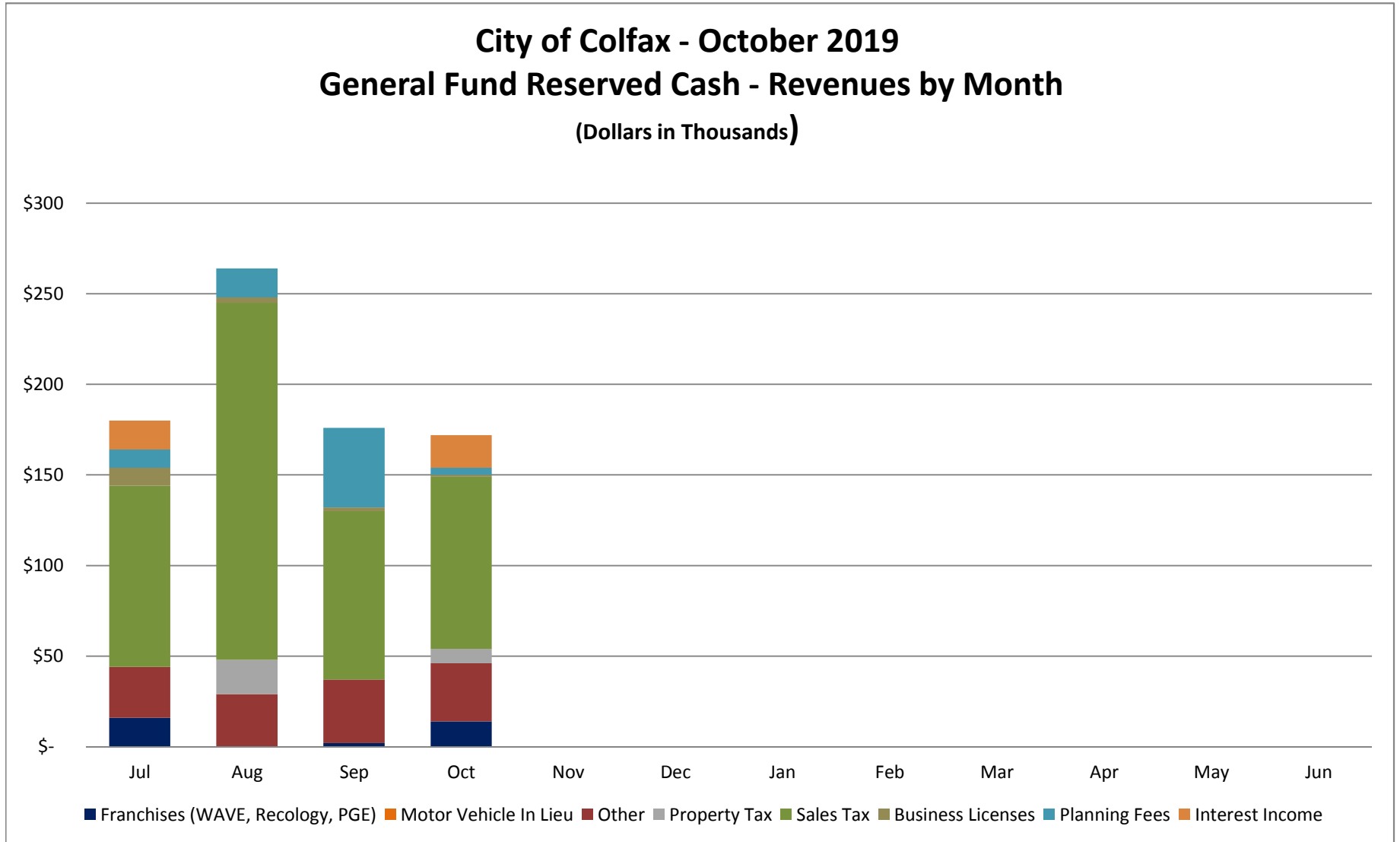


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170								
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	\$838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	\$773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	\$240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	\$15
*Reserves (Ops, Cap, Pen)	\$645	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695
Budget FY2018-19	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013

Attachment 1b



Attachment 1c



Attachment 2a

**City of Colfax
Cash Summary
October 31, 2019**

	Balance 09/30/19	Revenues In	Expenses Out	Transfers	Balance 10/31/19
US Bank	\$ 336,096.93	\$ 947,601.67	\$ (1,346,222.38)	\$ 325,000.00	\$ 262,476.22
LAIF	\$ 5,596,820.40	\$ 37,083.69		\$ (325,000.00)	\$ 5,308,904.09
Total Cash - General Ledger	\$ 5,932,917.33	\$ 984,685.36	\$ (1,346,222.38)	\$ -	\$ 5,571,380.31
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 5,933,217.33	\$ 984,685.36	\$ (1,346,222.38)	\$ -	\$ 5,571,680.31

Change in Cash Account Balance - Total \$ (361,537.02)

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (1,218,055.30)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 768,276.97
 - Payroll Checks and Tax Deposits \$ (109,659.96)
 - Utility Billings - Receipts \$ 160,638.50
 - Voided Check - Reissue October \$ 179.08
 - LAIF Interest \$ 37,083.69
- \$ (361,537.02) \$

Prepared by: Laurie Van Groningen
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock
Wes Heathcock, City Manager

**Attachment 2b
City of Colfax**

Cash Transactions Report - October 2019

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,097,702.79	\$ 159,678.22	\$ (100,234.14)	\$ 2,157,146.87
Fund: 120 - Land Development Fees	\$ 80,607.26	\$ -	\$ (11,548.36)	\$ 69,058.90
Fund: 570 - Garbage Fund	\$ (68,755.37)	\$ 12,217.48	\$ -	\$ (56,537.89)
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,109,554.68	\$ 171,895.70	\$ (111,782.50)	\$ 2,169,667.88
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannabis Application	\$ 9,916.33	\$ -	\$ -	\$ 9,916.33
Fund: 205 - Escrow Funds	\$ 101,627.07	\$ 0.86	\$ -	\$ 101,627.93
Fund: 571 - AB939 Landfill Diversion	\$ 26,917.26	\$ -	\$ -	\$ 26,917.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 780,559.71	\$ 24,206.94	\$ (6,171.21)	\$ 798,595.44
Fund Type: 1.14 - General Fund - Restricted	\$ 919,020.37	\$ 24,207.80	\$ (6,171.21)	\$ 937,056.96
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 284,972.23	\$ 7,119.62	\$ -	\$ 292,091.85
Fund: 211 - Mitigation Fees - Drainage	\$ 3,181.62	\$ 19.14	\$ -	\$ 3,200.76
Fund: 212 - Mitigation Fees - Trails	\$ 45,605.77	\$ 715.24	\$ -	\$ 46,321.01
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 4,925.06	\$ 12,923.62	\$ -	\$ 17,848.68
Fund: 214 - Mitigation Fees - City Bldgs	\$ 4,806.55	\$ 2,080.91	\$ -	\$ 6,887.46
Fund: 215 - Mitigation Fees - Vehicles	\$ 913.53	\$ 395.50	\$ -	\$ 1,309.03
Fund: 217 - Mitigation Fees - DT Parking	\$ -	\$ -	\$ -	\$ -
Fund: 218 - Support Law Enforcement	\$ (25,000.00)	\$ 67,989.49	\$ -	\$ 42,989.49
Fund: 244 - CDBG Program Inc - ME Lending	\$ 204,758.80	\$ 1,225.26	\$ -	\$ 205,984.06
Fund: 250 - Streets - Roads/Transportation	\$ (46,876.28)	\$ 83,373.00	\$ (19,751.69)	\$ 16,745.03
Fund: 253 - Gas Taxes/SB1 Road Maint	\$ 43,938.41	\$ 14,526.78	\$ (1,164.60)	\$ 57,300.59
Fund: 270 - Beverage Container Recycling	\$ 18,608.05	\$ 111.90	\$ -	\$ 18,719.95
Fund: 280 - Oil Recycling	\$ 3,669.04	\$ 22.07	\$ -	\$ 3,691.11
Fund: 292 - Fire Department Capital Funds	\$ 88,517.41	\$ 529.40	\$ -	\$ 89,046.81
Fund: 342 - Fire Construction - Mitigation	\$ 10,593.43	\$ 3,560.03	\$ -	\$ 14,153.46
Fund: 343 - Recreation Construction	\$ 10,593.90	\$ 3,560.05	\$ -	\$ 14,153.95
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 653,207.52	\$ 198,152.01	\$ (20,916.29)	\$ 830,443.24
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 365 - Kneeland Street Imprpv	\$ (2,925.00)	\$ -	\$ (5.87)	\$ (2,930.87)
Fund: 367 - SB2 - Planning Grant	\$ -	\$ -	\$ (1,080.00)	\$ (1,080.00)
Fund: 355 - CDBG Pavement - Culver	\$ (1,762.50)	\$ -	\$ (940.81)	\$ (2,703.31)
Fund: 385 - Roundabout	\$ (498,638.71)	\$ 412,666.39	\$ (654,841.79)	\$ (740,814.11)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (503,326.21)	\$ 412,666.39	\$ (656,868.47)	\$ (747,528.29)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,117,466.78	\$ 117,020.67	\$ (87,589.06)	\$ 1,146,898.39
Fund: 561 - Sewer Liftstations	\$ 329,313.49	\$ 16,154.44	\$ (23,971.81)	\$ 321,496.12
Fund: 563 - Wastewater Treatment Plant	\$ 725,361.64	\$ 44,588.35	\$ (438,973.80)	\$ 330,976.19
Fund: 564 - Sewer Connections	\$ 55,881.90	\$ -	\$ -	\$ 55,881.90
Fund: 567 - Inflow & Infiltration	\$ 531,230.52	\$ -	\$ -	\$ 531,230.52
Fund: 573 - WWTP Planning Grant	\$ (5,254.88)	\$ -	\$ (180.00)	\$ (5,434.88)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 2,753,999.45	\$ 177,763.46	\$ (550,714.67)	\$ 2,381,048.24
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 461.52	\$ 230.76	\$ -	\$ 692.28
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 461.52	\$ 230.76	\$ -	\$ 692.28
Grand Totals:	\$ 5,932,917.33	\$ 984,916.12	\$ (1,346,453.14)	\$ 5,571,380.31

Attachment 2c

Check Register Report

Item 6F

October 2019 Checks

Date: 11/06/2019

Time: 10:24 am

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
55108	10/07/2019	Reconciled		10/31/2019	03141	CALPERS	HEALTH PREMIUMS OCT 2019	7,751.03
55109	10/16/2019	Reconciled		10/31/2019	011200	24 SEVEN FIRE PROTECTION	ANNUAL FIRE EXT MAINTENANCE	521.70
55110	10/16/2019	Reconciled		10/31/2019	1161	49ER WATER SERVICES	JULY 2019 WWTP TESTING	3,320.00
55111	10/16/2019	Reconciled		10/31/2019	01414	ALHAMBRA & SIERRA SPRINGS	WWTP/CITY HALL WATER	57.69
55112	10/16/2019	Reconciled		10/31/2019	01448	AMERIGAS - COLFAX	SHERIFF STATION PROPANE	20.98
55113	10/16/2019	Reconciled		10/31/2019	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	19.42
55114	10/16/2019	Reconciled		10/31/2019	01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVCS SEPT 2019	645.74
55115	10/16/2019	Reconciled		10/31/2019	02901	BUREAU VERITAS NORTH AMERICA	ENG SVCS SEPT 2019	4,389.00
55116	10/16/2019	Reconciled		10/31/2019	03121	CALIFORNIA BUILDING	Q3 2019 GREEN FEES COLLECTED	27.90
55117	10/16/2019	Reconciled		10/31/2019	03552	COLFAX MARKET	PCCOA MEETING DRINKS	179.08
55118	10/16/2019	Reconciled		10/31/2019	04532	DIVISION OF STATE ARCHITECTURE	Q3 2019 SB1186 FEES	69.60
55119	10/16/2019	Reconciled		10/31/2019	08050	HACH COMPANY	WWTP LAB SUPPLIES	345.27
55120	10/16/2019	Reconciled		10/31/2019	08170	HILLS FLAT LUMBER CO	STMT 9/25/19	575.15
55121	10/16/2019	Reconciled		10/31/2019	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	667.94
55122	10/16/2019	Reconciled		10/31/2019	09540	INTERSTATE SALES	BARRICADES	1,533.68
55123	10/16/2019	Reconciled		10/31/2019	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	3,283.00
55124	10/16/2019	Reconciled		10/31/2019	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS SEPT 2019	6,416.82
55125	10/16/2019	Reconciled		10/31/2019	16202	PLACER COUNTY OES FISCAL Q1 19/20	FIRE MARSHALL SVC UNIT	7,958.50
55126	10/16/2019	Reconciled		10/31/2019	18884	SACPOWER	LIFT STATION 2 RPR PARTS	395.75
55127	10/16/2019	Reconciled		10/31/2019	19037	SAFE SIDE SECURITY	CORP YARD SECURITY OCT 2019	95.00
55128	10/16/2019	Reconciled		10/31/2019	19070	SCORE - SMALL CITIES ORGANIZED	Q2 19/20 WORKERS COMP INS	15,915.16
55129	10/16/2019	Reconciled		10/31/2019	01790	SIERRA OFFICE PRODUCTS	STMT 10/1/19	168.41
55130	10/16/2019	Reconciled		10/31/2019	19319	SOLACE GRAPHICS	BRANDING CONSULTANTS	750.00
55131	10/16/2019	Reconciled		10/31/2019	19791	SUTTER MEDICAL FOUNDATION	OIT VACCINES	199.00
55132	10/16/2019	Reconciled		10/31/2019	19696	SWRCB	SRF FINANCING AGMT 118529-19-6	438,973.80
55133	10/16/2019	Reconciled		10/31/2019	21560	US BANK CORPORATE PMT SYSTEM	STMT 9/23/19	2,820.24
55134	10/16/2019	Reconciled		10/31/2019	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS SEPT 2019	7,181.25
55135	10/16/2019	Reconciled		10/31/2019	22134	VISION QUEST	TECH SUPPORT SVCS NOV 2019	1,494.00
55136	10/16/2019	Reconciled		10/31/2019	22240	VULCAN MATERIALS COMPANY	ASPHALT	343.77
55137	10/16/2019	Reconciled		10/31/2019	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	36.58
55138	10/16/2019	Reconciled		10/31/2019	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	220.45
55139	10/16/2019	Reconciled		10/31/2019	23301	WESTERN PLACER WASTE	SEPT 2019 SLUDGE REMOVAL	446.60
55140	10/18/2019	Reconciled		10/31/2019	1161	49ER WATER SERVICES	WWTP TESTING AUG 2019	3,719.00
55141	10/18/2019	Reconciled		10/31/2019	01270	ADAMS ASHBY GROUP, INC.	CDBG PROJECT	765.00
55142	10/18/2019	Reconciled		10/31/2019	01766	AT&T MOBILITY	CITY CELL PHONES	791.18
55143	10/18/2019	Reconciled		10/31/2019	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS SEPT 2019	6,420.00
55144	10/18/2019	Reconciled		10/31/2019	03401	CHOICE BUILDER	NOV 2019 PREMIUMS	752.52
55145	10/18/2019	Reconciled		10/31/2019	03482	CLEAR PATH LAND EVOLVEMENT,	FIRE DEPT SURVEY	2,258.90
55146	10/18/2019	Printed			03540	COLFAX LIONS CLUB	EVENT DEPOSIT REFUND	100.00
55147	10/18/2019	Reconciled		10/31/2019	03562	COMMERCIAL PUMP SERVICE INC	LIFT PUMP RPR	180.00
55148	10/18/2019	Reconciled		10/31/2019	04592	DACOMM	WWTP INTERNET	99.95
55149	10/18/2019	Reconciled		10/31/2019	04234	DE LAGE LANDEN FINANCIAL	COPY MACH MAINT OCT 2019	468.34
55150	10/18/2019	Reconciled		10/31/2019	6428	FLYNN, CAROLYNN	EVENT DEPOSIT REFUND	100.00
55151	10/18/2019	Reconciled		10/31/2019	07570	GRAINGER	WWTP SUPPLIES	617.73
55152	10/18/2019	Reconciled		10/31/2019	08050	HACH COMPANY	WWTP LAB SUPPLIES	60.01
55153	10/18/2019	Printed			13188	MALOTT, LORIDEE	EVENT DEPOSIT REFUND	100.00
55154	10/18/2019	Printed			19390	MAR-VAL'S SIERRA MARKET	COUNCIL WATER	8.76
55155	10/18/2019	Reconciled		10/31/2019	16005	PATTERSON, SCOTT	EVENT DEPOSIT REFUND	100.00
55156	10/18/2019	Void	10/18/2019		16300	PCWA - PLACER COUNTY	CITY WATER	0.00

Attachment 2c

Check Register Report

Item 6F

October 2019 Checks

Date: 11/06/2019

Time: 10:24 am

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
55157	10/18/2019	Reconciled		10/31/2019	16035	PG&E	ELECTRICITY	18,428.29
55158	10/18/2019	Reconciled		10/31/2019	18400	RIEBES AUTO PARTS	STMT 9/30/19	68.37
55159	10/18/2019	Reconciled		10/31/2019	19650	STATE BOARD OF EQUALIZATION	SELF ASSESSED SALES TAX Q3	30.70
55160	10/18/2019	Printed			19743	WILL STOCKWIN	COLFAX CONNECTION PYMT OCT	300.00
55161	10/18/2019	Reconciled		10/31/2019	20054	TARGET SPECIALTY PRODUCTS	LAWN CARE SUPPLIES	238.74
55162	10/18/2019	Reconciled		10/31/2019	16300	PCWA -PLACER COUNTY	CITY WATER	2,102.72
55163	10/18/2019	Reconciled		10/31/2019	16300	PCWA -PLACER COUNTY	ROUNDAABOUT WATER CONNECT	13,551.00
55164	10/23/2019	Reconciled		10/31/2019	3026	BOUND TREE	FIRE DEPT SUPPLIES	58.76
55165	10/23/2019	Reconciled		10/31/2019	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	197.46
55166	10/23/2019	Reconciled		10/31/2019	07570	GRAINGER	WWTP SUPPLIES	26.10
55167	10/23/2019	Reconciled		10/31/2019	07575	GRANITE CONSTRUCTION	ROUNDAABOUT PROGRESS PYMT	558,251.42
55168	10/23/2019	Reconciled		10/31/2019	08050	HACH COMPANY	WWTP LAB SUPPLIES	397.82
55169	10/23/2019	Reconciled		10/31/2019	08086	HBE RENTALS	LAWN CARE SUPPLIES	70.00
55170	10/23/2019	Reconciled		10/31/2019	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	641.40
55171	10/23/2019	Printed			12180	LAWRENCE & ASSOCIATES INC	CANDFILL MONITORING SEPT 2019	1,407.95
55172	10/23/2019	Reconciled		10/31/2019	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	677.33
55173	10/23/2019	Reconciled		10/31/2019	16821	PSOMAS	ROUNDAABOUT PROJ MGMT	67,907.69
55174	10/23/2019	Reconciled		10/31/2019	18090	RAMOS ENVIRONMENTAL SERVICE	WWTP/LS GENERATOR FUEL	3,017.41
55175	10/23/2019	Reconciled		10/31/2019	18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS SEPT 2019	3,348.00
55176	10/23/2019	Reconciled		10/31/2019	18585	ROSS' LADDER SERVICE	FIRE DEPT LADDER TESTING & RPR	575.00
55177	10/23/2019	Reconciled		10/31/2019	19421	SIERRA TRENCH PROTECTION	PW PLATES	4,014.83
55178	10/23/2019	Printed			19791	SUTTER MEDICAL FOUNDATION	FIRE DEPT EXAM	60.00
55179	10/23/2019	Reconciled		10/31/2019	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT CABLE	5.22
55180	10/23/2019	Reconciled		10/31/2019	23169	WAVE BUSINESS SOLUTIONS	CORP YARD PHONE	54.90
55181	10/31/2019	Reconciled		10/31/2019	2087	BASIC PACIFIC	FSA PLAN FEES OCT 2019	45.00
55182	10/31/2019	Reconciled		10/31/2019	03164	CASH- PETTY CASH REIMBURSEMENT	PETTY CASH REIMBURSEMENT	107.19
55183	10/31/2019	Printed			03493	COASTLAND CIVIL ENGINEERING	ENG SVCS SEPT 2019	1,572.50
55184	10/31/2019	Printed			3553	COLFAX PARTNERS LLC	REFUND OF HYDROS GRADING PROJ	1,632.19
55185	10/31/2019	Printed			05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,184.65
55186	10/31/2019	Printed			07570	GRAINGER	WWTP WINCH	154.72
55187	10/31/2019	Printed			08070	HANSEN BROS. ENTERPRISES	CULVER ST RETAINING WALL	194.13
55188	10/31/2019	Printed			08170	HILLS FLAT LUMBER CO	STMT 10/25/19	1,029.60
55189	10/31/2019	Printed			18089	RAMOS OIL INC.	WWTP/LS GENERATOR FUEL	1,267.38
55190	10/31/2019	Printed			23603	SATTERLEE, KIRA	OKTOBERFEST EVENT DEPOSIT	100.00
55191	10/31/2019	Printed			16602	STAUSS, ERIC	VILLAGE OAKS PROJ CLOSED REF	2,055.25
55192	10/31/2019	Printed			06740	TYLER TECHNOLOGIES	FUNDBALANCE SOFTWARE CONT	4,877.94
55193	10/31/2019	Printed			21560	US BANK CORPORATE PMT SYSTEM	STMT 10/22/19	861.93
55194	10/31/2019	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
55195	10/31/2019	Printed			23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	17.91

Total Checks: 88

Checks Total (excluding void checks): 1,218,055.30

Total Payments: 88

Bank Total (excluding void checks): 1,218,055.30

Total Payments: 88

Grand Total (excluding void checks): 1,218,055.30

Attachment 2d

DAILY CASH SUMMARY REPORT

Item 6F

10/01/2019 - 10/31/2019

Page: 1
11/6/2019
10:26 am

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
10/01/2019	Daily Totals	15.40	0.00	15.40	
10/03/2019	Daily Totals	484.50	0.00	484.50	
10/07/2019	Daily Totals	5,295.65	0.00	5,295.65	
10/08/2019	Daily Totals	2,963.16	0.00	2,963.16	
10/11/2019	Daily Totals	417.00	0.00	417.00	
10/15/2019	Daily Totals	0.00	167.02	-167.02	
10/16/2019	Daily Totals	136.25	0.00	136.25	
10/17/2019	Daily Totals	18,283.35	0.00	18,283.35	
10/22/2019	Daily Totals	9,207.83	0.00	9,207.83	
10/23/2019	Daily Totals	170.52	0.00	170.52	
10/24/2019	Daily Totals	95,143.14	0.00	95,143.14	
10/25/2019	Daily Totals	5,835.92	0.00	5,835.92	
10/30/2019	Daily Totals	179.00	0.00	179.00	
Fund: 100 - General Fund		TOTALS:	138,131.72	167.02	137,964.70
Fund: 205 - Escrow Account - Developers					
10/31/2019	Daily Totals	0.86	0.00	0.86	
Fund: 205 - Escrow Account - Developers		TOTALS:	0.86	0.00	0.86
Fund: 210 - Mitigation Fees - Roads					
10/17/2019	Daily Totals	5,406.00	0.00	5,406.00	
Fund: 210 - Mitigation Fees - Roads		TOTALS:	5,406.00	0.00	5,406.00
Fund: 212 - Mitigation Fees - Trails					
10/17/2019	Daily Totals	441.00	0.00	441.00	
Fund: 212 - Mitigation Fees - Trails		TOTALS:	441.00	0.00	441.00
Fund: 213 - Mitigation Fees - Parks/Rec					
10/17/2019	Daily Totals	12,894.00	0.00	12,894.00	
Fund: 213 - Mitigation Fees - Parks/Rec		TOTALS:	12,894.00	0.00	12,894.00
Fund: 214 - Mitigation Fees - City Bldgs					

Attachment 2d

DAILY CASH SUMMARY REPORT

Item 6F

Page: 2
11/6/2019
10:26 am

10/01/2019 - 10/31/2019

City of Colfax

		Debit	Credit	Net Chng
10/17/2019	Daily Totals	2,052.00	0.00	2,052.00
Fund: 214 - Mitigation Fees - City Bldgs		TOTALS:	2,052.00	0.00
Fund: 215 - Mitigation Fees - Vehicles				
10/17/2019	Daily Totals	390.00	0.00	390.00
Fund: 215 - Mitigation Fees - Vehicles		TOTALS:	390.00	0.00
Fund: 218 - Support Law Enforcement				
10/22/2019	Daily Totals	67,989.49	0.00	67,989.49
Fund: 218 - Support Law Enforcement		TOTALS:	67,989.49	0.00
Fund: 250 - Streets - Roads/Transportation				
10/08/2019	Daily Totals	83,373.00	0.00	83,373.00
Fund: 250 - Streets - Roads/Transportation		TOTALS:	83,373.00	0.00
Fund: 253 - Gas Taxes				
10/01/2019	Daily Totals	5,422.11	0.00	5,422.11
10/22/2019	Daily Totals	3,656.64	0.00	3,656.64
10/30/2019	Daily Totals	5,205.10	0.00	5,205.10
Fund: 253 - Gas Taxes		TOTALS:	14,283.85	0.00
Fund: 342 - Fire Construction - Mitigation				
10/17/2019	Daily Totals	3,496.32	0.00	3,496.32
Fund: 342 - Fire Construction - Mitigation		TOTALS:	3,496.32	0.00
Fund: 343 - Recreation Construction				
10/17/2019	Daily Totals	3,496.34	0.00	3,496.34
Fund: 343 - Recreation Construction		TOTALS:	3,496.34	0.00
Fund: 385 - Roundabout Project				
10/11/2019	Daily Totals	180,977.89	0.00	180,977.89
10/21/2019	Daily Totals	218,137.50	0.00	218,137.50
Fund: 385 - Roundabout Project		TOTALS:	399,115.39	0.00

Attachment 2d

DAILY CASH SUMMARY REPORT

Item 6F

Page: 3
11/6/2019
10:26 am

10/01/2019 - 10/31/2019

City of Colfax

		Debit	Credit	Net Chng	
Fund: 560 - Sewer					
10/11/2019	Daily Totals	135.60	0.00	135.60	
Fund: 560 - Sewer		TOTALS:	135.60	0.00	135.60
Fund: 561 - Sewer Liftstations					
10/07/2019	Daily Totals	407.00	0.00	407.00	
10/17/2019	Daily Totals	407.00	0.00	407.00	
Fund: 561 - Sewer Liftstations		TOTALS:	814.00	0.00	814.00
Fund: 564 - Sewer Connections					
10/17/2019	Daily Totals	0.00	0.00	0.00	
Fund: 564 - Sewer Connections		TOTALS:	0.00	0.00	0.00
Fund: 570 - Garbage Fund					
10/18/2019	Daily Totals	12,217.48	0.00	12,217.48	
Fund: 570 - Garbage Fund		TOTALS:	12,217.48	0.00	12,217.48
Fund: 572 - Landfill Post Closure Mainten					
10/18/2019	Daily Totals	24,206.94	0.00	24,206.94	
Fund: 572 - Landfill Post Closure Mainten		TOTALS:	24,206.94	0.00	24,206.94
GRAND TOTALS:		768,443.99	167.02	768,276.97	



Staff Report to City Council

FOR THE DECEMBER 11, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Chris J. Clardy, Community Services Director
Subject: Exterior Painting of City Hall and The Depot

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$16,000	Fund(s): 100-500
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RECOMMENDED ACTION: Adopt Resolution __-2019 authorizing the City Manager to enter into a contract with DWS Painting for the exterior painting of City Hall and The Depot, in an amount not to exceed \$16,000.

Summary/Background

During the 2019/20 budget amendment process, City Council approved funding for painting the exteriors of City Hall and The Depot.

Staff solicited quotes from eight qualified contractors of which only two provided quotes. The cost breakdowns for the two quotes are as follows:

Contractor	City Hall	Depot	Total
DWS Painting	\$3,650	\$9,150	\$12,800
James L. Harris Painting	\$3,150	\$27,560	\$30,710

Based on the quotes received, staff recommends City Council authorize the City Manager to enter into a contract with DWS Painting for the exterior painting of City Hall and The Depot.

Budget Impact

The project is funded from Fund 100-500 in the amount of \$16,000, which includes a 25% (\$3,200) contingency above the cost estimate.

Attachments:

1. Resolution __-2019
2. Contract
3. Bid Proposals

City of Colfax

City Council

Resolution № __-2019

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DWS PAINTING FOR THE EXTERIOR PAINTING OF CITY HALL AND THE DEPOT, IN AN AMOUNT NOT TO EXCEED \$16,000

WHEREAS, the City Council of the City of Colfax approved capital improvements for painting of City buildings during the 2019-20 Fiscal Year Budget process; and,

WHEREAS, staff solicited quotes from eight qualified painting contractors and two contractors provided quotes; and,

WHEREAS, DWS Painting was the lowest responsive bidder.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a contract with DWS Painting for the exterior painting of City Hall and The Depot, in an amount not to exceed \$16,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of December 2019 by the following vote of the Council:

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

Joe Fatula, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this 12th day of December, 2019 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and DWS Painting (“Contractor”).

RECITALS

- A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.
- B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Contractor agree as follows:

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Contractor shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

Attachment 2

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Contractor to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Contractor under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

Section 5. Indemnification.

Contractor shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Contractor who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

Without limiting Contractor's indemnification obligations provided for above, Contractor shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Contractor shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Contractor has also been obtained by the subcontractor.

Attachment 2

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Contractor may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Contractor shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Contractor and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Contractor.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

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4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Contractor may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Contractor shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

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Contractor shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Contractor, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Contractor make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Contractor. Upon receipt of notice of termination, Contractor shall stop performance of the Services at the stage directed by City. Contractor shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Contractor shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Contractor fail to perform any of the obligations required of Contractor within the time and in the manner provided for under the terms of this Agreement, or should Contractor violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Contractor with seven (7) days written notice of such termination. The Contractor shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Contractor the amount of damage sustained or estimated by City resulting from Contractor's breach of this Agreement.

Contractor's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

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Section 13. Independent Contractor.

Contractor shall in all respects be an independent contractor and not an agent or employee of City. Contractor has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Contractor shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Contractor receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Contractor shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Contractor shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Contractor. Contractor expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Contractor to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Contractor thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Contractor and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Contractor for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Contractor and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

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Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Contractor's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Contractor shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall

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Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney’s Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONTRACTOR

Signature_____

Signature_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

APPROVED AS TO FORM:

City Attorney



Dean Serenbetz, Owner
332 Hill Street
Grass Valley, CA. 95945
Office: 530-272-8244/Fax: 530-273-3184
Website: www.dwspainting.com
Email: info@dwspainting.com

September 5, 2019

Chris Clardy
The City of Colfax
PO Box 702
Colfax, CA 95713
chris.clardy@colfax-ca.gov

Project: **City Hall - Exterior**
33 South Main St
Colfax, CA 95713

Scope of Work: **Exterior**

Thanks for the opportunity to bid on your painting project. Our bid includes all labor, materials, equipment and insurances to complete the following work:

Pressure wash, scrape any loose paint, prime as needed, patch stucco and apply two (2) coats of low sheen paint. Includes, new colors.

Bid: \$3,650.00

Please call or email with any questions. Thanks again.

Dean Serenbetz
530 383-7169



Dean Serenbetz, Owner
332 Hill Street
Grass Valley, CA. 95945
Office: 530-272-8244/Fax: 530-273-3184
Website: www.dwspainting.com
Email: info@dwspainting.com

September 5, 2019

Chris Clardy
The City of Colfax
PO Box 702
Colfax, CA 95713
chris.clardy@colfax-ca.gov

Project: **Depot Building**
101 Railroad St
Colfax, CA 95713

Scope of Work: **Exterior**

Thanks for the opportunity to bid on your painting project. Our bid includes all labor, materials, equipment and insurances to complete the following work:

Pressure wash, scrape all loose & flaking paint, prime as needed and apply two (2) coats of 100% Acrylic low sheen paint to match existing colors. Includes, bus station.

Bid: \$9,150.00

Please call or email with any questions. Thanks again.

Dean Serenbetz
530 383-7169

JAMES L. HARRIS' PAINTING & DECORATING, INC.

P.O. Box 3183
Auburn, CA 95604-3183

(530) 888-0580

(877) 245-7703 FAX

CSLB License No. 745726 / DIR No. 1000004508

DATE: 9/10/2019

TO: Project Estimator Chris Clary

Community Service Director

PROJECT: Colfax City Hall & Depot Building Exterior Repaint

33 South Main Street and 101 Railroad Street

FROM: Mike Harris

jmh@jlhpainting.com (530)308-2124 Cell

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL, EQUIPMENT AND INSURANCE TO COMPLETE THE FOLLOWING PAINTING FOR THE ABOVE REFERENCED PROJECT. THIS PROPOSAL IS LIMITED TO THE SCOPE OF WORK DESCRIBED HEREIN AND IS SUBJECT TO AND CONDITIONED UPON A MUTUALLY ACCEPTABLE SUBCONTRACT AGREEMENT. IN THE EVENT OUR PROPOSAL IS ACCEPTED - OUR PROPOSAL, THE SCOPE OF WORK AND ITEMS HERIN SHALL BE MADE AN APPENDIX TO THE SUBCONTRACT AGREEMENT. THIS PROPOSAL IS VALID FOR 60 DAYS.

PAINTING PROPOSAL

Quote based on -Job Walk Dated 9/6/19

ADDENDUM #0

Union Labor Workforce - Work to be performed normal hours.

Scope of Work -

Section 099000 Exterior Painting

Access to working surfaces

Minor Preparation of substrates Water Blast Clean Scrape to Sound Surface

Protection of adjacent surfaces

Painting 1 Spot Prime 2 Finish Coats Acrylic Finish Depot Building Match Existing

City Hall Front Stucco Water Blast Clean 1 primer 2 Finish Coat Acrylic Finish

City Hall Total \$ 3,150.00

Depot Building Total \$ 27,560.00

TOTAL QUOTE \$30,650.00

(Add 3.5% if bond required)

ADD ALTERNATES.

STANDARD EXCLUSIONS -

- HAZARDOUS MATERIALS MANAGEMENT (ASBESTOS / MOLD / LEAD BASED PAINT)
- ALL DAMAGE AND/OR COATINGS REPAIR (WITHOUT ADDITIONAL COMPENSATION)
- COATINGS IDENTIFIED TO BE PRIMED AND/OR PAINTED UNDER OTHER TRADE SPECIFICATION
- INTERIORS, SIGNAGE'S ,FLOOR SIDEWALK COATINGS



Staff Report to City Council

FOR THE DECEMBER 11, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: The Batchelder Group Chief Negotiator Consultant Agreement

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$12,000	Fund(s): 120
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RECOMMENDED ACTION: Adopt Resolution __-2019 authorizing the City Manager to enter into a contract agreement with the Batchelder Group in an amount not to exceed \$12,000.

Summary/Background

The City has eight employees represented by Union Local 39. The current Memorandum of Understanding (MOU) term is January 1, 2016 through June 30, 2020. The City will begin negotiations with Union Local 39 starting in January 2020 to establish a new MOU, which will require a specialized consultant in the field of labor negotiations.

Staff solicited labor negotiator recommendations from the neighboring jurisdictions and our legal counsel. Dennis Batchelder with The Batchelder Group name was recommended by the majority solicited. The most common comment about Dennis is he has a long history of providing negotiation services in the region with a keen ability to work collectively with the labor representative and council.

Staff is recommending council authorize the City Manager to enter into a contract agreement with the Batchelder Group in an amount not to exceed \$12,000.

Budget Impacts

The labor negotiator is funded in the 120 Fund.

Attachments

1. Resolution __-2019
2. The Batchelder Group Consultant Agreement

City of Colfax

City Council

Resolution No. __-2019

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH THE BATCHELDER GROUP IN AN AMOUNT NOT TO EXCEED \$12,000

WHEREAS, The City has eight employees represented by Union Local 39; and

WHEREAS, the current Memorandum of Understanding (MOU) term is January 1, 2016 through June 30, 2020; and

WHEREAS, the City will begin negotiations with Union Local 39 starting in January 2020 to establish a new MOU, which will require a specialized consultant in the field of labor negotiations; and

WHEREAS, the Batchelder Group was recommended based on their long history of providing negotiation services in the region with a keen ability to work collectively with the labor representative and council.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to enter into a contract agreement with the Batchelder Group in an amount not to exceed \$12,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of December 2019, by the following vote of the Council:

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

Joe Fatula, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this 12th day of December, 2019 by and between the City of Colfax, a municipal corporation of the State of California ("City") and The Batchelder Group ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for three (3) years with an option for a two (2) year extension commencing the day following the elected body approval.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month in an amount not to exceed \$5000. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
 - i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,
 - iii. a detailed description of the Services performed on each date,
 - iv. the hourly rate at which the Services on each date are charged,
 - v. an itemization of all costs incurred and
 - vi. the total charges for the Services for the month invoiced.

Attachment 2

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Attachment 2**Section 6. Insurance.**

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

Attachment 2

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

Attachment 2

- H. **Termination of Insurance.** If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

Attachment 2

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans,

Attachment 2

studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

Attachment 2

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

Attachment 2

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
33 S. Main Street
Colfax, CA 95713

If to Consultant: The Batchelder Group
3941 Park Drive
El Dorado Hills, CA 95762

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors.

Attachment 2

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Exhibit A**Wes Heathcock**

Subject: FW: Labor Relations Consulting

From: Dennis Batchelder [<mailto:thebatgrp@gmail.com>]

Sent: Tuesday, November 05, 2019 7:45 PM

To: Wes Heathcock

Subject: RE: Labor Relations Consulting

Wes: Following is a cost proposal for the Local 39 Classified Unit:

Contact Maximum: \$12,000.

Hourly Rate: \$150 per hour or fraction thereof, to include travel time. Payable monthly within 30 calendar days of submission by TBG of monthly invoice.

Cost of transportation will be fully assumed by Consultant.

Contract termination: Contract maximum or 30 days advanced notice by either party.

All work performed shall be subject to prior City approval.

(Consultant will work to keep on-site meetings to a minimum, with frequent use of text, email, and phone calls. Administrative support will be performed at my office.)

Let me know if you have any questions.

Dennis

Dennis R. Batchelder
The Batchelder Group
Cell: 916.996.3906



Staff Report to City Council

FOR THE DECEMBER 11, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Chris J. Clardy, Community Services Director
Subject: OMNIA Partners - U.S. Communities Agreement

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s): TBD
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RECOMMENDED ACTION: Adopt Resolution __-2019 approving the application for eligibility and authorizing the City Manager and/or Community Services Director to participate in OMNIA Partner's U.S. Communities purchasing program.

Summary/Background

Utilizing the lead public agency contracting model local governments rely upon as best practice, OMNIA Partners brings compliance, maximum value and efficiencies to the purchasing process. With OMNIA Partners, government agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from OMNIA Partners have been competitively solicited by a lead public agency and meet OMNIA Partner's rigorous cooperative standards and supplier commitments. Each supplier pledges to deliver their best overall government pricing so that the City can purchase with confidence.

The program delivers savings in time and dollars:

- **No Cost to Participate:** There is no cost to register, no commitments and no minimum orders.
- **Best Value:** By combining the cooperative purchasing power of 87,000 public agencies, suppliers commit to providing their highest valued programs.
- **Quality Brands:** OMNIA Partner's offer thousands of the best products in a wide variety of categories, services and solutions.
- **Oversight by Public Purchasing Professionals:** Third-party audits ensure program pricing commitments are met while they provide ongoing program leadership and direction.

As an example of the cost savings the City received through the program was the rental of the generator used at City Hall during the latest power outage. The original price quoted for the rental of the generator for a week was \$719.51. The actual cost given to the City by Herc Rentals, with the U.S. Communities pricing, was \$437.23. There are also potential cost savings that could be seen with services the City currently uses. E.g. wastewater chemicals (Solenis Corp.), printer maintenance contract (Xerox), and uniform service (Cintas).

Staff recommends approving the application for eligibility and adopting Resolution__-2019 to participate in OMNIA Partner's U.S. Communities purchasing program.

Attachments

1. Resolution __-2019
2. Registration Application
3. Terms and Conditions

City of Colfax

City Council

Resolution № __-2019

APPROVING THE APPLICATION FOR ELIGIBILITY AND AUTHORIZING THE CITY MANAGER AND/OR COMMUNITY SERVICES DIRECTOR TO PARTICIPATE IN OMNIA PARTNER’S U.S. COMMUNITIES PURCHASING PROGRAM.

WHEREAS, with OMNIA Partners, government agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements; and,

WHEREAS, all cooperative purchasing contracts from OMNIA Partners have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments; and

WHEREAS, third-party audits ensure program pricing commitments are met while we provide ongoing program leadership and direction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves the application for eligibility and authorizes the City Manager and/or Community Services Director to participate in OMNIA Partner’s U.S. Communities purchasing program.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of December 2019 by the following vote of the Council:

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

Joe Fatula, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2

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PARTNERS



National IPA and U.S. Communities are now part of OMNIA Partners - the nation's largest and most experienced cooperative purchasing organization for the public sector. This combination of strength and partnership produces results that will help optimize your organization.

Register now and gain access to all our competitively solicited and publicly awarded cooperative contracts.

It's quick, easy and completely free.

**If you are a supplier/vendor and are interested in OMNIA Partners, Public Sector click [HERE](https://www.omniapartners.com.sandbox.hs-sites.com/publicsector/become-supplier?) (<https://www.omniapartners.com.sandbox.hs-sites.com/publicsector/become-supplier?>*

[__hstc=258705621.9f252aa36c4304095d87900c2ed1c4b2.1573142526003.1573764119090.1573768454773.3&__hssc=258705621.2.1573768454773&__hsfp=602227858](https://www.omniapartners.com.sandbox.hs-sites.com/publicsector/become-supplier?__hstc=258705621.9f252aa36c4304095d87900c2ed1c4b2.1573142526003.1573764119090.1573768454773.3&__hssc=258705621.2.1573768454773&__hsfp=602227858))

Agency Information

Agency Name*

City of Colfax

Agency Type *

City Government

Agency Department

Administration

Agency Address *

P.O. Box 702 33 South Main St.

Attachment 2

Agency City *

Colfax

Agency State*

California

Zip Code*

95713

Phone Number*

5303462313

Federal Tax ID

XX-XXXXXXX

Website URL *

<http://colfax-ca.gov/>

Personal Information

First Name*

Chris

Last Name *

Clardy

Title *

Community Services Director

Phone Number *

15303462313

Email Address *

chris.clardy@colfax-ca.gov

Department Type *

Administration

- Additional Contacts

First Name

Wes

Last Name

Heathcock

Title

City Manager

Phone Number

5303462313

Attachment 2

Email Address

wes.heathcock@colfax-ca.gov

Department Type

Administration ▼

+ More Contacts

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PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S.

Communities (collectively, "**OMNIA Partners, Public Sector**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector) (www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

Attachment 3

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Attachment 3

FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

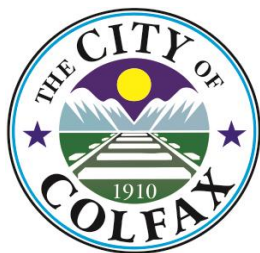
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

By checking this box, I indicate that I have read and agree to the Terms and Conditions

By checking this box, I indicate that I have read and understand our Privacy Notice

(https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website_Terms_of_Use.pdf) and accept and agree to be bound by these Terms of Use (<https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website%20Privacy%20Notice.pdf>)

CONTINUE



Staff Report to City Council

FOR THE DECEMBER 11, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Alfred “Mick” Cabral, City Attorney
Subject: Hazardous Vegetation Ordinance Update

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Informational Item Only

Summary/Background:

The purpose of this agenda item is to update the City Council on the status of adopting an ordinance that will regulate defensible spaces and require abatement of hazardous vegetation, and to propose a schedule for doing so.

In June 2019, a draft defensible space ordinance was submitted for staff’s consideration by CalFIRE Battalion Chief Brian Eagan. The City Manager and City Attorney met with Chief Eagan at City Hall on August 9, 2019 to discuss the draft ordinance and formulate a plan for revising the draft to suit Colfax’s needs and presenting it to Council for consideration.

The fundamental purposes of this proposed ordinance are to ensure that structures within the City are provided adequate defensible space and mitigate the risk from wildfires. In order to be effective, the ordinance needs to clearly define defensible space requirements on improved and unimproved parcels and provide an adequate enforcement mechanism in the event of noncompliance.

Ordinances of this nature need to strike a very delicate balance. On one side of the equation is the need to promote and protect public safety and welfare, which virtually everyone agrees is of paramount importance. On the other side are the constitutional rights of property owners and the practical and financial effect an ordinance of this nature can have on them. If the ordinance is adopted, Council will also have to consider the extent to which it will support enforcement and the allocation of funds and resources needed for effective enforcement.

The City Attorney is responsible for preparing the initial draft for Council and staff review and consideration. A working draft of the ordinance will be circulated for review no later than December 31, 2019.

There are three relevant legal limitations regarding the adoption of ordinances. First, an ordinance cannot be passed within five days of its introduction. This means that the ordinance must be introduced at one meeting and considered for an adoption at the following regular meeting at least five days after its introduction. Second, ordinances can only be passed at a regular meeting See Government Code §36934. Third, ordinances ordinarily become effective 30 days after adoption. See Government Code §36937.

There are exceptions for urgency ordinances, but there is sufficient time to adopt this ordinance prior to the next fire season such that it need not be adopted as an urgency ordinance.

Assuming that the draft ordinance is circulated no later than December 31, Council should consider having a public discussion during January 2020. Staff recommends either adding it to the January 22 regular meeting agenda for discussion or conducting a workshop on January 22 prior to the regular Council meeting. This will allow sufficient time for Council, staff and other interested parties to review and comment on the draft.

Staff also recommends scheduling introduction of the ordinance for the February 12, 2020 regular Council meeting and adoption at the February 28, 2020 regular Council meeting. The interval between January 22 and February 12 will allow staff sufficient time to incorporate all proposed changes before February 12. Assuming no substantial changes are requested at the February 12 meeting, the ordinance can be adopted in the normal course of Council business as a consent item on February 28.

Staff will be available to provide additional information or answer Council's questions.

Fiscal Impact:

N/A



Staff Report to City Council

FOR THE DECEMBER 11, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Thumblr – Community Branding Marketing Campaign Consultant Agreement

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$12,440	Fund(s): 110
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RECOMMENDED ACTION: Discuss and consider adopting Resolution __-2019 authorizing the City Manager to enter into an agreement with Thumblr for a 1-year term with an optional second year in the amount of \$12,440.

Summary/Background

Solace Graphics/Thumblr working with the community committee and City Council has executed the rebranding of the City of Colfax. The next logical step is to execute a marketing campaign centered on the strategies established by council. Thumblr provided a scope of work to effectively market the community through various methods included below for an up to 2-year term.

Scope: (\$6,220/year)

Thumblr will work with City and community leaders to identify key events and attractions, prepare a press release calendar and research, write and distribute a minimum of six (6) press releases throughout the year.

Create a thorough plan to optimize and publicize events and tourism that covers the entire calendar year and includes ancillary community events (Bear River, North Fork of the American River Rafting, Rollins Lake camping, Mountain bike tours/rentals). This plan can be integrated with the digital billboard to maximize benefits and resources. By planning in advance, many of the best opportunities for earned media coverage are available (Glossy magazines, tourism directories).

Staff is recommending City Council approve the contract with Thumblr for a 1-year term with an optional second year in the amount of \$12,440.

Budget Impacts

Funding for the branding design will come from Fund 110.

Attachments

1. Resolution __-2019
2. Thumblr Consultant Agreement

City of Colfax

City Council

Resolution No. __-2019

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THUMBLER FOR A 1-YEAR TERM WITH AN OPTIONAL SECOND YEAR IN THE AMOUNT OF \$12,440.

WHEREAS, Solace Graphics/Thumblr working with the community committee and City Council has executed the rebranding of the City of Colfax.; and

WHEREAS, Thumblr provided a scope of work to effectively market the community through various methods included in the scope for an up to 2-year term.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Thumblr for a 1-year term with an optional second year in the amount of \$12,440.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of December 2019, by the following vote of the Council:

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

Joe Fatula, Mayor

ATTEST:

Jaelyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this 12th day of December, 2019 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and Thumbler (“Consultant”).

RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

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order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Attachment 2**Section 7. Assignment.**

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 8. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 9. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 10. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 11. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination,

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and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 12. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an employee of City. In particular, the following are specifically applicable to Consultant's performance of the Services:

- A. Consultant shall receive no premium or enhanced pay for work normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave, vacation or pay for any other time not actually worked.
- B. Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement.
- C. From time to time during the term of this Agreement, Consultant will be unavailable to perform the Services outlined in this Agreement. Consultant will be responsible to make appropriate arrangements to ensure that no interruption to the fiscal workflow of City occurs. Times of unavailability will be negotiated between Consultant and the City Manager/Executive Director.
- D. Consultant may contract to perform services for other clients or entities as long as performance of said services does not interfere or conflict with Consultant's performance of Services for the City.
- E. Consultant retains exclusive control over the means and methods of performing the Services pursuant to this Agreement. Consultant shall have no established hours or schedule and shall be permitted to perform the Services according to its own schedule. The City shall have the right to maintain control over only the end product or final result of the Services, but not over how such end product or final result are achieved. The City shall not provide, and Consultant shall not receive, any training or directions from the City regarding how Consultant performs the Services pursuant to this Agreement.
- F. Consultant shall supply its own instrumentalities, tools and place of performing the Services pursuant to this Agreement.
- G. Consultant's compensation shall be based on the actual number of hours for which Consultant provides the Services multiplied by Consultant's hourly rate plus reimbursable expenses. The City will report Consultant's compensation for federal income tax purposes on an IRS Form 1099-Misc. The City shall not withhold any federal income tax, FICA or Medicare nor any California personal income tax (CAPIT), SDI, SUI, ETT or similar withholdings from Consultant's compensation. Consultant shall be solely responsible for paying all self-employment and similar taxes from Consultant's compensation under this Agreement.
- H. Consultant shall not be eligible for coverage under the City's Workers Compensation or similar insurance coverage.

Attachment 2**Section 13. Ownership of Documents.**

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 14. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 15. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 16. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and

Attachment 2

correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 17. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 18. Severability.

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The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 19. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 20. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 21. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City:	City of Colfax 33 S. Main Street Colfax, CA 95713
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If to Consultant:	Thumblar 111 Bank Street #196 Grass Valley, CA 95945
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Section 22. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 23. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 24. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce

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any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONSULTANT

Signature_____

Signature_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

APPROVED AS TO FORM:

City Attorney

Exhibit A

111 Bank Street #196, Grass Valley, CA 95945
 530.218.2027 cell
www.Thumblr.net
pam.thumblr@gmail.com

October 20, 2019

Proposal

PR for the City of Colfax

Thumblr was retained by the City of Colfax to assist in transitioning to a modified City brand. This effort has included learning about the multiple facets of Colfax—events, new developments and challenges as it moves ahead.

Thumblr is now in a unique position to create opportunities around the new brand and use its gained insights to further benefit the City of Colfax with tourism public relations and community outreach planning.

Such efforts target specific audiences - from tourism industry decision makers and local businesses and to the ever present traffic on Highway 80. The branding effort focused on four key words chosen to characterize Colfax's broad benefits and attractions: Visit, Explore, Adventure and Relive History. Each of these terms represent an audience segment that advances the City of Colfax's tourism and visitor objectives.

Thumblr proposes that with the new brand provides a new opportunity to provide an organized publicity effort to extend benefits, connect imagery and create a sequenced campaign while also highlighting seasonal attractions. Connecting this type of PR to the rebranding can move the City of Colfax forward through reputation management and align Colfax with current popular cultural tourism and living history trends as well highlighting its outdoor assets.

With the new brand established and digital billboards in place, Thumblr can work with City and community leaders implementing a comprehensive media relations and branded content campaign to complete a Colfax PR "makeover."

Thumblr specializes in using media relations to help clients build positive awareness, manage Issues and generate bottom line results. Relevant examples of media relations success include ongoing and past campaigns for the Nevada City Chamber of Commerce, the City of Nevada City, the City of Yuba City and Yuba Sutter Fair.

Building Support for the City of California

Our work for the City of Colfax has been conducted in partnership with City officials, City employees and community leaders. This has given us the benefit of local perspectives to enhance our existing knowledge of tourism public relations and community outreach public relations.

Exhibit A

We generate story placements in mainstream consumer and entertainment industry trade news publications as well as televised news segments (Good Day Sacramento).

Many of these stories have focused on seasonal events, special community assets and things to do as individual travelers.

Colfax is a Great Place to Visit

Recognizing that many resources are now coming into place but may not all be available today, Thumbler proposes 'living into' the town you'd like to see by putting out the welcome mat and showing off some of your best authentic attributes, which really is just underlining the visual point being made with the new brand and billboards with stories in the form of articles and tourism news releases. This will not only attract visitors from the highway, but may actually help realize new business investment by contributing to a positive image and showcasing Colfax's best features.

Thumbler will methodically develop a series of story opportunities to inform, entertain and attract new visitors to experience Colfax and its surrounding environs. By working closely with Colfax local government officials and community members Thumbler will provide both story background and interview opportunities.

Scope of Work

Thumbler will work with City and community leaders to identify key events and attractions, prepare a press release calendar and research, write and distribute a minimum of six (6) press releases throughout the year.

The City of Colfax receives:

A thorough plan to optimize and publicize events and tourism that covers the entire calendar year and includes ancillary community events (Bear River, Rafting, Rollins Lake camping, Mountain bike tours/rentals).

This plan can be integrated with the digital billboard to maximize benefits and resources.

By planning in advance, many of the best opportunities for earned media coverage are available (Glossy magazines, tourism directories).

The City of Colfax continues the process for growing resources and developing its reputation. They have consistent access to public relations and outreach for ongoing needs.

Exhibit A

Options for research and funding include tourism grants, Placer County Economic Resource Commission and related agencies and businesses (Rollins Lake, Rafting, etc). *Note: Funding efforts not included within this proposal.*

Estimated Time and Materials***Press Releases***

Fixed cost fees \$300 per release in distribution fees

Sub-total— = \$300

Time allocation outline for developing each press release

Meeting/concept 2 hr

Write 2 hr

Approve/revise 1

Distribute 1

Follow-up/report 1

Sub-total— 7 hours @ \$85 = \$595 + \$300 = \$895

Editorial calendar and schedule steps

- Request participation from other agencies, possibly businesses, and organizations
- Identify related organizations
- Select events/activities to focus on
- Compile events
- Right-match to seasons

These steps will establish an annual editorial calendar. It is anticipated that year two will reflect this calendar with minor adjustments.

Sub-total—10 hours full calendar process = \$850

Combined totals

$\$895 \times 6 = \$5370 + \$850 = \6220 per year or \$518 per month

Suggested terms

Proposed offer is valid for two (2) years and is itemized annually.

Proposed payment plan: Budget as a monthly expense for a fixed rate for twelve months.

Cancellation: Either party can initiate a cancellation with thirty days notice.



Staff Report to City Council

FOR THE DECEMBER 11, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Amendment to the Antique Fire Truck Donation Resolution 59-2018

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount: \$	Fund(s):
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RECOMMENDED ACTION: Discuss and consider adopting Resolution __-2019 amending Resolution 59-2018 to allow storage of the antique vehicles on city property under the outlined conditions.

Update:

City Council approved Resolution 59-2018 at the September 26, 2018 regular meeting authorizing the donation of the 1936 Dodge and 1946 International antique vehicles with the stipulation the vehicles were to be removed from city property 60-days of taking ownership. The Colfax Firefighter Association has struggled with securing a reasonable cost storage location for the donated vehicles; therefore, the Association is asking Council to consider allowing the vehicles to remain on city property under the following conditions:

1. Unless City Administration determines the space is needed for Colfax Fire Department.
2. Maintain a certificate of liability endorsing the City of Colfax as additionally insured.
3. Maintain vehicle insurance on the operational antique equipment.

The Firefighter Association would be required to provide proof of coverage on an annual basis.

Staff is recommending Council approve the amendment to Resolution 59-2018 to allow storing the antique vehicles on city property under the outlined conditions.

Summary/Background

The City of Colfax owns two antique fire engines, a 1936 Dodge Fire truck, “currently used in parades and other events” and a 1946 International Fire truck, “not running”.

The Colfax Firefighters Association is requesting the City of Colfax donate both of these antiques to them. The Association would like to continue to maintain and use the 1936 Dodge as a parade truck. In the future, the Association hopes to refurbish the 1946 International so that it too could be used for parades and other events. (See the attached letter of donation request, dated July 23, 2018).

Currently both trucks are stored at the City's Fire Stations. The Association's President and Treasurer have agreed the vehicles will need to be removed from City property once the Association takes ownership. They both understand the City of Colfax and Fire Department Administration stipulation that both vehicles will be removed from City property within 60-days to recover the storage space currently taken up by the antiques. Also it is not good business practice to store such items on City property once the ownership has been transferred as it could open the City for liability claims.

FISCAL IMPACT:

There is no fiscal impact to the City of Colfax.

Attachments

1. Resolution __-2019
2. 2018 original letter of request from the Colfax Firefighter Association and vehicle images
3. Resolution 59-2018

City of Colfax

City Council

Resolution No. __-2019

AMENDING RESOLUTION 59-2018 TO ALLOW STORAGE OF THE ANTIQUE VEHICLES ON CITY PROPERTY UNDER THE OUTLINED CONDITIONS

WHEREAS, the City of Colfax owned two antique fire engines, a 1936 Dodge fire truck and a 1946 International fire truck; and

WHEREAS, the Colfax Firefighters Association volunteers have successfully restored the 1936 Dodge for use as a parade truck; and

WHEREAS, the Colfax Firefighters Association would like to continue to maintain and use the 1936 Dodge fire truck in this capacity and refurbish the 1946 International fire truck to also be used in parades and events; and

WHEREAS, the Colfax Firefighters Association has agreed to the following conditions to store the donated antique vehicles on city property:

1. Unless City Administration determines the space is needed for Colfax Fire Department.
2. Maintain a certificate of liability endorsing the City of Colfax as additionally insured.
3. Maintain vehicle insurance on the operational antique equipment; and

WHEREAS, the Colfax Firefighters Association agrees the titles of the two vehicles will not be transferred to a third party without first offering the City of Colfax the opportunity to reacquire the antiques; and

WHEREAS, the City Council had determined it is in the best interest of the City to donate the two vehicles to the Colfax Firefighters Association for the purpose of refurbishing the antiques for parades and other events with the requirement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax to authorize amending Resolution 59-2018 to allow storage of the antique vehicles on city property under the outlined conditions.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th of December 2019 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Joe Fatula, Mayor

ATTEST:

Jaelyn Collier, City Clerk



July 23, 2018

Dear Mr. Heathcock,

My name is Roger Bresnahan and I serve as a Firefighter/Emergency Medical Technician for the City of Colfax Fire Department. I am also the Treasurer of our non-profit Firefighter's Association.

The Colfax Firefighter's Association would appreciate the City of Colfax donating the 1936 Dodge and 1946 International fire engines to our Association. We have been successful at investing Association time and money into the Dodge firetruck and getting it running participating in City approved events such as the July 3rd parade for the last two years. Our expectation is to continue to use the Dodge apparatus in future city events such as the parade. The International truck is in poor repair and would take quite an investment in time and funds to get that unit running, but we thought it might be of future value to us. I have pictures attached of both units.

1936 Dodge Firetruck License Number E91415 - Serial Number 9246945
1946 International Firetruck License Number E91414 - Serial Number HF - 114595

We understand a request would need to be made to the City Council and are more than happy to attend a meeting to make our request in person if required. Please let me know when the next available City Council meeting is so we can coordinate our schedules internally. Your assistance is greatly appreciated.

Thank you in advance for your help and support.

I can be reached at 530-368-9133 or Rogerbresnahan@gmail.com

Sincerely,

Roger Bresnahan

cc: Sean Lomen, Captain - Colfax Fire
Zachary Haslett - President - Colfax City Firefighter's Association





City of Colfax City Council

Resolution № 59-2018

AUTHORIZING DONATION OF TWO ANTIQUE FIRE TRUCKS TO THE COLFAX FIREFIGHTERS ASSOCIATION

WHEREAS, the City of Colfax owns two antique fire engines, a 1936 Dodge fire truck and a 1946 International fire truck; and

WHEREAS, the Colfax Firefighters Association volunteers have successfully restored the 1936 Dodge for use as a parade truck; and

WHEREAS, the Colfax Firefighters Association would like to continue to maintain and use the 1936 Dodge fire truck in this capacity and refurbish the 1946 International fire truck to also be used in parades and events; and

WHEREAS, the Colfax Firefighters Association has agreed to remove both vehicles from City of Colfax property within sixty days of taking ownership and assume liability for the vehicles; and

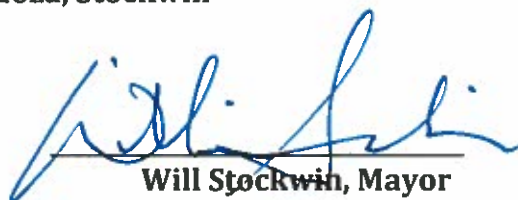
WHEREAS, the Colfax Firefighters Association agrees the titles of the two vehicles will not be transferred to a third party without first offering the City of Colfax the opportunity to reacquire the antiques; and

WHEREAS, the City Council has determined it is in the best interest of the City to donate the two vehicles to the Colfax Firefighters Association for the purpose of refurbishing the antiques for parades and other events with the requirement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax to authorize donation of the 1936 Dodge fire truck and the 1946 International fire truck to the Colfax Firefighters Association.

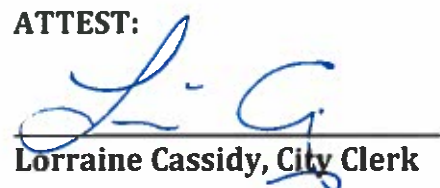
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 26th of September 2018 by the following vote of the Council:

AYES:	Douglass, Harvey, Mendoza, Stockwin
NOES:	None
ABSENT:	None
ABSTAIN:	None



Will Stockwin, Mayor

ATTEST:



Lorraine Cassidy, City Clerk



Staff Report to City Council

FOR THE DECEMBER 11, 2019 REGULAR CITY COUNCIL MEETING

From: Alfred A. “Mick” Cabral, City Attorney
Prepared by: Alfred A. “Mick” Cabral, City Attorney
Subject: Rotation of City Council Officers: Mayor and Mayor Pro Tem

Budget Impact Overview:

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Select Mayor and Mayor Pro Tem for 2020

Summary/Background

The ceremonial nature of the first Colfax City Council meeting in December usually involves rotating the Mayor and Mayor Pro Tem chairs. To a limited extent, that process is statutory. Government Code §36801 requires the City Council to meet at the meeting at which the declaration of election results is made and choose a Mayor and a Mayor pro tempore. The statute does not otherwise address selection of a Mayor or Mayor pro tem in non-election years.

On October 23, 2019, the Council adopted the following policy regarding the selection of Mayor and Mayor Pro Tem:

The Council’s general policy is that every member should have the opportunity to rotate into and serve as Mayor Pro Tem and Mayor for succeeding one-year terms in each position. The Council reserves discretion to vary from this policy and the procedures it establishes.

1. The Council will choose one of its members as Mayor and one of its members as Mayor Pro Tem as follows:

A. At the first regular Council meeting in December of each year during which there is no general election, the Council shall, by majority vote of a quorum present and voting, select its Mayor and Mayor Pro Tem for the ensuing calendar year.

B. In years during which there is an election of members of the Council, the selection shall be made following the declaration of the election results and installation of the members elected. That selection will be made at the first regular Council meeting in December provided, however, that if for any reason the declaration of election results is delayed beyond the first meeting in December, then the selection of Mayor and Mayor Pro Tem shall be made at the meeting at which the declaration of election results is made, and after the declaration and installation of the members elected.

2. This is the process the Council will follow each time a Mayor and Mayor Pro Tem is selected:

A. The Mayor Pro Tem shall be seated as Mayor.

B. The Council shall by majority vote of a quorum present and voting select one of its members to serve as Mayor Pro Tem.

C. Council members who have served as Mayor Pro Tem or Mayor since their most recent election or appointment to the Council shall serve as Mayor Pro Tem after Council Members who have not served in either position.

D. The public shall be invited to comment on the selection of Mayor and Mayor Pro Tem before a vote of the Council on either office is taken.

If the Council follows this recently adopted policy, then Mayor Pro Tem Mendoza will assume the role of Mayor and another member of the City Council will be seated as Mayor Pro Tem. The policy preserves the Council's discretion to vary from the established rotation.

Although this policy was recently adopted, it generally follows the process Council has followed for selecting its Mayor and Mayor Pro Tem for many years. In December 2002, the Council adopted a policy whereby the rotation occurred by seniority on the Council, excepting those who had already served. That policy provided, in relevant part:

“...the Office of the Mayor is rotated yearly according to seniority on the Council with the exception of those already having served, while this Council sits.”

That policy was reiterated in the December 14, 2004 minutes and was written into the agenda for the December 12, 2006 meeting.

The only known deviations from the policy occurred in December 2005, when a resolution was adopted honoring the request of the then Mayor Pro Tem not to rotate into the Mayor's seat; in 2017 when Ms. Mendoza was appointed Mayor Pro Tem instead of Mr. Douglass; and in 2018 when Mayor Fatula was selected as Mayor instead of Mayor Pro Tem Mendoza after the November, 2018 election.

There is no legally defined process by which Council members are nominated for the office of Mayor or Mayor Pro Tem. Robert's Rules of Order does not require nominations to be seconded, but Colfax has never formally adopted Robert's Rules as its parliamentary procedure. The custom in Colfax is for nominations to be made and seconded. Once all nominations are made, those for which a second has also been made are voted on. The first nominee to receive the required number of votes is then seated.

The Council policy requires a majority vote of a quorum present and voting to select its Mayor and Mayor Pro Tem. If four or five Council members are present and voting, three affirmative votes are required to make the selection. If three Council members are present and voting, two affirmative votes are required to make the selection.

Selection of Mayor and Mayor Pro Tem is uniquely a function of the Council. The Council establishes City Policy which staff is bound to implement. It is not appropriate for staff to become involved in the Council's selection of its officers except to provide factual information for the Council's consideration.

Budget Impacts

N/A

Attachments:

N/A