CITY OF
COLFAX

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA
April 22, 2020
Regular Session: 6:00PM

AMENDED AGENDA

This meeting will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting https://zoom.us/j/97259746441

Dial in by calling one of the numbers listed below and enter the Webinar ID: 972 5974 6441

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1 (301) 715-8592

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You can also watch live on our website at www.Colfax-CA.gov

Or on our YouTube Channel at
https://www.youtube.com/channel/UCqSGtHXZlorQ91WA7gGXO3w/featured

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(605) 313-4121, when prompted, enter Access Code: 878170#

For additional assistance connecting to the meeting text “Help” to the dial in number above. Message and data rates may apply.

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 REPORTS**

3A. Placer County Sheriff

4 **PRESENTATION** *(NO PRESENTATIONS)*

5 PUBLIC HEARING

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.

5A. **State Community Development Block Grant Application** *(Pages 4-7)*

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and considering authorizing the following:

1) Open the public hearing and receive public comment regarding the Community Development Block Grant (CDBG) program and possible activities and projects to be considered for funding under the upcoming Notice of Funding Availability (NOFA) process; Review discussion from workshop meeting held on April 1, 2020.
2) Direct staff to prepare for Council consideration a CDBG application requesting up to $3,500,000 for Road Rehabilitation Project; and
3) Schedule the application approval at a future Council meeting

6 CONSENT CALENDAR

Matters on the Consent Calendar 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 – Regular Meeting of April 8, 2020** *(Pages 8-10)*

Recommendation: Approve the Minutes of the Special Workshop Meeting of April 1, 2020

6B. **Placer County Mosquito and Vector Control - Mosquito Awareness Week** *(Pages 11-12)*

Recommendation: Approve Resolution __-2020 recognizing Mosquito Awareness Week

6C. **Cash Summary Report – March 2020** *(Pages 13-23)*

Recommendation: Accept and File.

6D. **Economic Development Business Recruitment – Retail Strategies, LLC** *(Pages 24-37)*

Recommendation: Adopt Resolution __-2020 authorizing the City Manager to enter into an agreement with Retail Strategies, LLC for a three-year term in an amount not to exceed $105,000.

6E. **Mitigation/Impact Fees for the Osborn Development Project** *(Pages 38-43)*

Recommendation: Discuss and consider adopting Resolution __ - 2020 approving Mitigation/ Impact Fees for the proposed Osborn Industrial Office Complex Project.

6F. **On-Call Professional Services Agreement - Simpson and Simpson Inc.** *(Pages 44-57)*

Recommendation: Adopt Resolution __-2020 authorizing the City Manager to enter into an On-Call Professional Services Agreement with Simpson and Simpson Inc. for two years, starting FY 2020-21, with the option to renew for a third year for a total of $75,000.

7 PUBLIC COMMENT

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.

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. **Annual Housing Element Progress Report** *(Pages 58-60)*

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution __-2020 accepting the update on the 2019 Annual Housing Element Progress Report and authorize staff to send the report to the State.

9B. **Quarterly Sales Tax Analysis** *(Pages 61-72)*

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Accept and File.

9C. **COVID-19 Economic Loss Compensation Request Letter** *(Pages 73-77)*

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss the draft letter requesting compensation for COVID-19 economic loss and direct staff accordingly.

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

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 OF COLFAX

Staff Report to City Council

FOR THE APRIL 22, 2020 REGULAR CITY COUNCIL MEETING

From:	Wes Heathcock, City Manager
Prepared by:	Wes Heathcock, City Manager
Subject:	State Community Development Block Grant Application

Budget Impact Overview:

N/A: √	**Funded:**	**Un-funded:**	**Amount:**	**Fund(s):**

RECOMMENDED ACTION: Discuss and considering authorizing the following:

1) Open the public hearing and receive public comment regarding the Community Development Block Grant (CDBG) program and possible activities and projects to be considered for funding under the upcoming Notice of Funding Availability (NOFA) process; Review discussion from workshop meeting held on April 1, 2020.

2) Direct staff to prepare for Council consideration a CDBG application requesting up to $3,500,000 for Road Rehabilitation Project; and

3) Schedule the application approval at a future Council meeting

Summary/Background

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program authorizes the use of funds to assist low- and moderate-income families or aid in the prevention or elimination of slums or blight. There are two types of CDBG programs: "entitlement" and "non-entitlement". Metropolitan cities and urban counties are entitled to receive annual grants under the "entitlement" program – direct from HUD. Metropolitan cities are principal cities or Metropolitan Areas (MAs) or other cities within MAs that have populations of at least 50,000. Urban Counties are within MAs that have population of 200,000 or more excluding the population of metropolitan cities within their boundaries. The "non-entitlement" program is administered by the State Department of Housing and Community Development (HCD) and where the City can apply for funding under a competitive application process.

HCD and CDBG staff, along with a redesign committee, has worked over the past two years redesigning the CDBG program as required by HUD direction due to the fact the State of California program expenditure rate of CDBG funds is at the bottom of the national expenditure list. Due to this major concern, many changes have occurred and will be implemented under the 2020 Notice of Funding Availability (NOFA) process. The major changes to the process will be discussed further in this report.

At this Public Hearing and as a key component of accessing CDBG funding, the City is required to conduct public outreach to the community regarding potential CDBG projects/activities that should be considered for the next and future applications. The Council must hold one public hearing to discuss the potential application(s) and allow for public input.

In order to be considered eligible, a suggested projects/activity must meet one or more of the three National Objectives listed in CDBG Federal Statutes:

- Benefit to low- and moderate-income persons;
- Prevention or elimination of slums and blight; or
- Meeting an urgent community need which pose an immediate threat to the health and welfare of the community (State designates when the "urgent need" objective is allowed for a NOFA).

The benefit to low- and moderate-income persons is the most predominately used national objective. In order to benefit low- or moderate-income persons, the project/activity must either benefit an area that is comprised of at least 51% low- or moderate-income households, or the program benefits individually qualified households (i.e., each participating household is income certified).

The project/activity must also fall under one of the following categories. The 2020 State NOFA has not been released yet but based on discussion with HCD staff the total application may not exceed $3,500,000 for Community Development Applications and $5,000,000 for Economic Development Over the Counter (OTC) applications. You may apply for a maximum of three categories as outlined below but may not exceed $3,500,000 in total application request, excluding the Economic Development OTC program which has a maximum of $5,000,000.

- OTC Public Improvements (maximum grant of $3,500,000). Project must be located in and serve a predominantly residential area. Examples include water and sewer facilities, flood and drainage facilities, accessibility related street improvements (i.e., curb ramps, road rehabilitation, and utilities).

- OTC Public Facility (maximum grant of $3,500,000). Examples include acquisition, rehabilitation or new construction of buildings used for public purposes such as training, health services, education, recreation, nutrition, shelter, day care, temporary housing and fire protection.

- Public Service (maximum grant of $500,000. Examples include childcare, health care, recreation programs, fair housing counseling, drug and alcohol abuse counseling and testing, homeless services, senior services, and nutrition services benefitting low- and moderate-income persons.

- Planning and Technical Assistance (maximum grant of $250,000) per study. The product must show a connection to assisting with an eligible CDBG activity that, if implemented, meets a National Objective. Product(s) are submitted to the State at the time of completion. The grants require a five percent cash match to be expended prior to expenditure of CDBG funds. Examples include studies, analysis, data gathering, preparation of plans, and identification of action that will implement plans, NEPA and environmental plans. A Cash Match is required for this item.

- Housing Programs (maximum grant of $1,000,000):
    - Homeownership Assistance Program: assistance with down-payment or closing costs.
    - Housing Rehabilitation Program for Single Family Homes: include repairs and improvements of owner-occupied units
    - Housing Combo Program (Homeownership Assistance Program and Housing Rehabilitation Program for Single Family Homes)
    - Multi-Family (five or more units at a specific site) Housing Rental Rehabilitation Project (with or without acquisition): includes repairs and improvements of renter-occupied units for sites where the majority of the tenants qualify as low- or moderate-income households.

- Business Assistance or Microenterprise Assistance (maximum grant of $500,000 for either Business Assistance or Microenterprise Assistance, or $500,000 for both). Examples of Business Assistance include financing of working capital, furniture, equipment, and property repairs/improvements. Examples of Microenterprise include business training, financing of working capital, furniture, equipment, and property repairs/improvements.

OTC: Over the Counter

The term OTC was noted above for the Public Improvement and Public Facilities projects as these have been moved from the standard program funding application to a special Over the Counter application process. The Over the Counter application process now provides three types of application for funding consideration and is new to the CDBG program funding process. The goal of the OTC application is to expedite funding expenditures as the premise is the CDBG program will be funding projects that are ready to construct, require construction to begin based on milestones, and the result will be immediate expenditures therefore increasing their expenditure rate to HUD.

The Over the Counter process will allow three categories of funding:

1. Project is ready to bid – all designs are completed, environmental complete or ready to publish, bid documents complete.
2. Project is 30% designed, environmental started and needs additional funding to complete the design process.
3. Needs full funding to design and develop project

50% EXPENDITURE RULE / WAIVER

As enacted, Assembly Bill 723 (AB 723) allows applicants to request a waiver of the 50% Expenditure Rule ("Rule"). The Rules states an applicant shall be ineligible for any additional CDBG funds unless the applicant has expended at least 50 percent of CDBG funds awarded for any standard agreement executed in 2012 or later. AB 723 allows the director to waive the Rule, thus making an applicant eligible to apply for NOFA's, including General NOFA's, and receive CDBG funds. Currently, the State will implement this rule based on the current open contract and only for the program you have been funded for. For example, if you have a housing program and want to reapply for a housing program, 50% of the funds in the open contract must be expended to reapply. If you have a housing program and want to apply for a business assistance program then you may apply even if you have not expended 50% of your housing funds. It will only consider the 50% rule for "like for like" application components. The City does not currently have an open contract and this will not be applicable.

Council and staff conducted a public workshop on April 1, 2020 to review the CDBG program, provide information regarding the program and changes that have been implemented this year and to gather information from the community, council and staff regarding the types of projects and programs that could be considered for CDBG funding. The information was gathered for this funding cycle and future funding opportunities.

The projects and programs identified and discussed are as follows:

1. Road Rehabilitation Project (OTC)
2. Housing Rehabilitation Program (General)
3. Main Street Light Edging (Economic Development)
4. Downtown Hotel (Planning and/or Economic Development OTC)
5. Swimming Pool (Planning and/or OTC)
6. Skate Park (Planning and/or OTC)

The City of Colfax qualifies for projects "city-wide" as the City meets the minimum of 51% low-mod benefit requirement.

In review of the projects discussed the priority of projects based on the overall consensus was as follows:

1. Road Rehabilitation Project

Other projects reviewed would be eligible for possible future applications under the program, if eligible. Another planning study will be scheduled to discuss, and review projects and programs identified and determine how to best structure future applications. The next funding cycle for the program will be in January 2021.

Budget Impacts

The grant consultant Adams Ashby Group, Inc, will be completing the OTC application on behalf of the City. The cost for an application including the environmental submittal for the project shall not exceed $9400 per the approved contract. Costs related to the project design and environmental costs can be recovered (for a period up to six months prior to the application) in the grant budget.

City Council Minutes

Regular Meeting of Wednesday, April 8, 2020
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call Closed Session to Order

Mayor Mendoza called the closed session to order at 5:36PM

1B. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

1C. Public Comment on Closed Session Items

No Public Comment regarding Closed Session Items

1D. Closed Session

(a). Conference with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9(d)(1): Before the Board of Administration of the California Public Employees Retirement System (CalPERS) - In the Matter of the Appeal Regarding Membership Determination of Laurie Van Groningen and City of Colfax, Respondents, California Office of Administrative Hearings Case No. 2019050352, CalPERS Case No. 2018-1286.

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Mendoza called the open session to order at 6:07PM

2B. Pledge of Allegiance

Michael led the Pledge of Allegiance

2C. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

2D. Approval of Agenda Order

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

MOTION made by Councilmember Burruss and seconded by Councilmember Fatula and approved by the following roll call vote:

AYES:	Mendoza, Lomen, Burruss, Douglass, Fatula
NOES:	
ABSTAIN:	
ABSENT:	

3 AGENCY REPORTS *(NO AGENCY REPORTS)*

4 PRESENTATION *(NO PRESENTATIONS)*

5 PUBLIC HEARING *(NO PUBLIC HEARING)*

6 CONSENT CALENDAR

6A. **Minutes – Regular Meeting of March 11, 2020**
Recommendation: Approve the Minutes of the Regular Meeting of March 11, 2020.

6B. **Cash Summary Report – February 2020**
Recommendation: Accept and File.

6C. **Culver Street Rehabilitation Project – Phase 2**
Recommendation: Adopt Resolution 12-2020 accepting the project design and authorizing the City Manager to solicit bids for the construction of the Culver Street Rehabilitation Project – Phase 2.

6D. **Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls**
Recommendation: Information Only.

MOTION made by Councilmember Burruss and seconded by Mayor Pro Tem Lomen to approve the Consent Calendar and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula
NOES:
ABSTAIN:
ABSENT:

7 PUBLIC COMMENT

8 COUNCIL AND STAFF REPORTS

Councilmember Fatula
Councilmember Douglass
Councilmember Burruss
Mayor Pro Tem Lomen
Mayor Mendoza
City Manager, Wes Heathcock

9 COUNCIL BUSINESS

9A **South Placer District Transportation Sales Tax Expenditure Plan and Ballot Measure**
Staff Presentation: Wes Heathcock, City Manager
Recommendation: Recommendation: Discuss and consider adopting Resolution 13-2020 approving the following: 1.) The expenditure plan attached hereto as Attachment 3. 2.) The expenditure plan is not a project as defined by the California Environmental Quality Act (CEQA). 3.) Staff is hereby directed to file a Notice of Exemption pursuant to CEQA

MOTION made by Councilmember Burruss, seconded by Councilmember Fatula and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula
NOES:
ABSTAIN:
ABSENT:

10 GOOD OF THE ORDER

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 7:22PM.

Respectfully submitted to City Council this 22nd day of April, 2020.

Jaclyn Collier

Jaclyn Collier, City Clerk

City of Colfax

City Council

Resolution № __-2020

RECOGNIZING WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL AWARENESS WEEK 2020

WHEREAS, West Nile virus is a mosquito-borne disease that can result in debilitating cases of meningitis and encephalitis and death to humans, horses, avian species, and other wildlife; and

WHEREAS, mosquitoes and other vectors, including, but not limited to, ticks, rats, fleas, and flies, continue to be a source of human suffering, illness, and death, and a public nuisance in California and around the world; and

WHEREAS, in 2019, West Nile virus resulted in 6 human deaths in California, and 214 individual human cases in 25 counties; and

WHEREAS, in 2019, West Nile virus surveillance in Placer County resulted in 53 West Nile virus-positive mosquito samples, 3 West Nile virus-positive dead birds, 8 sentinel chicken seroconversions, 1 human case, and 0 deaths in Placer County; and

WHEREAS, adequately funded mosquito and vector control, disease surveillance, and public awareness programs, coupled with best management practices emphasizing nonchemical approaches, are the best ways to manage mosquito and vector populations and prevent outbreaks of West Nile virus and other diseases borne by mosquitoes and other vectors; and

WHEREAS, the Placer Mosquito and Vector Control District, along with mosquito and vector control agencies throughout the State of California, works closely with local public and environmental health officials, the United States Environmental Protection Agency and the State Department of Public Health to reduce pesticide risks to humans, animals, and the environment while protecting human health from mosquito vectors; and

WHEREAS, West Nile virus and Mosquito and Vector Control Awareness Week will increase the public's awareness of the threat of diseases and encourage the public to take action in preventing mosquito and vector-transmitted diseases, and will highlight the activities of various mosquito and vector research and control agencies working to reduce the health threat within California; and

WHEREAS, the Mosquito and Vector Control Association of California has designated the week of April 19 to April 25, 2020, inclusive, as West Nile Virus and Mosquito and Vector Control Awareness Week in the State of California;

NOW, THEREFORE, BE IT RESOLVED that the City of Colfax hereby recognizes April 19 to April 25, 2020 as West Nile virus and Mosquito and Vector Control Awareness Week.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd of April 2020 by the following voice vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Marnie Mendoza, Mayor

Jaclyn Collier, City Clerk

Item 6C

CITY OF COLFAX

Staff Report to City Council

FOR THE APRIL 22, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary Report – March 2020

Budget Impact Overview:

N/A: √	**Funded:**	**Un-funded:**	**Amount:**	**Fund(s):**

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 March 2020. Some monthly highlights are listed below:

- Fund 574 - Received California Operation of Emergency Services grant for Public Safety Power Shutoff in the amount of $300,000. Funds are restricted and will be utilized to purchase backup generators for City Sewer Lift Stations.
- Negative cash fund balances are due to timing of funding allocations and reimbursements:
    - Fund 357 – Culver Street Phase II, Fund 365 - Kneeland Street Improvements, and Fund 373 S. Auburn/Whitcomb Improvements – These new projects are the first of the General Fund budgeted street improvements for fiscal year 2019-2020. Funding will be transferred from General Fund or as appropriate per approved budget.
    - Fund 367 – SB2 Planning Grant – this is a reimbursable grant.
    - Fund 385 – Roundabout – Final expenditures and reimbursements/fund transfers are now expected to be submitted in May based on contract closeout requirements and processes.
    - Fund 573 – WWTP Planning Grant. This is a reimbursable grant with the State Water Board. First reimbursement request has been submitted and received in March. The second request has been submitted and reimbursement is expected before end of fiscal year.

Attachments:

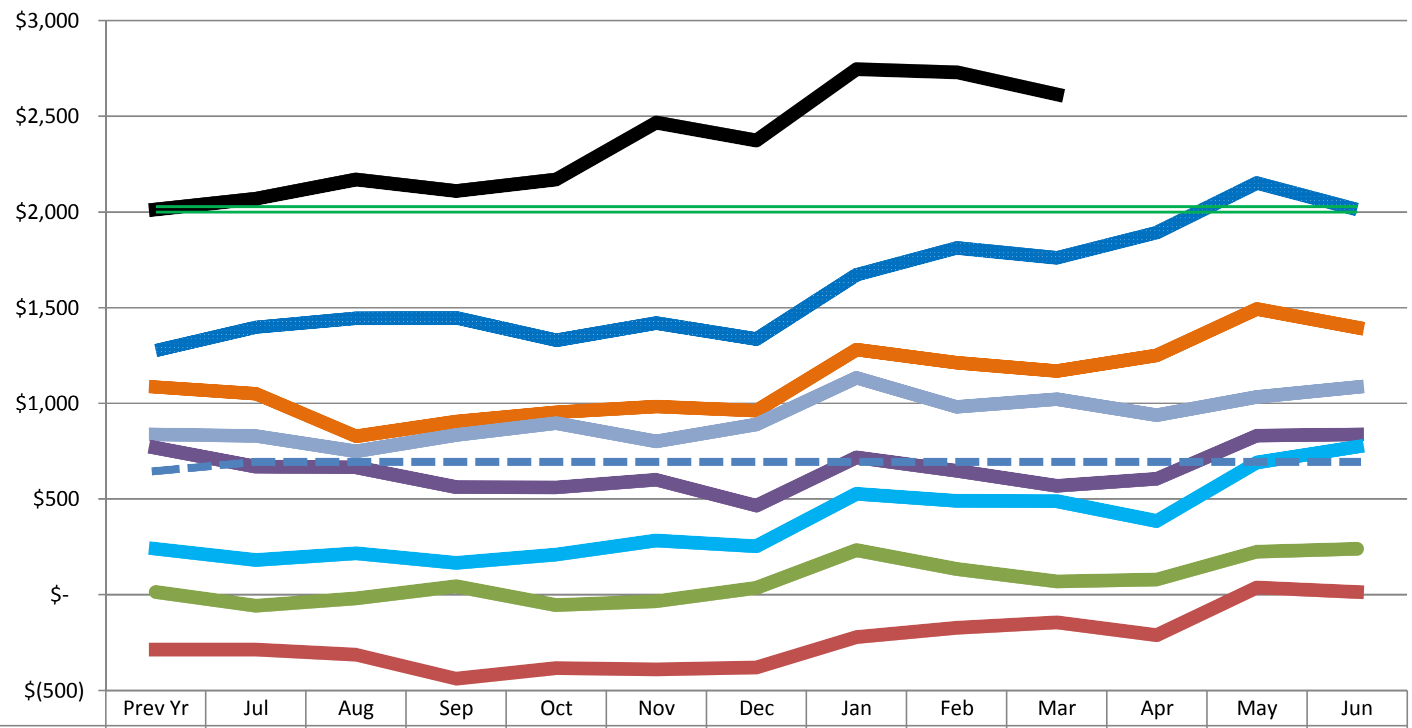
1. General Fund Reserved Cash Analysis Graphs
    a. Cash Analysis – Balance
    b. Expenses by Month
    c. Revenues by Month
2. Cash Activity Reports
    a. Cash Summary
    b. Cash Transactions Report – by individual fund
    c. Check Register Report - Accounts Payable
    d. Daily Cash Summary Report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

Attachment 1a

City of Colfax - March 2020
General Fund Reserved Cash Analysis

(Dollars in Thousands)

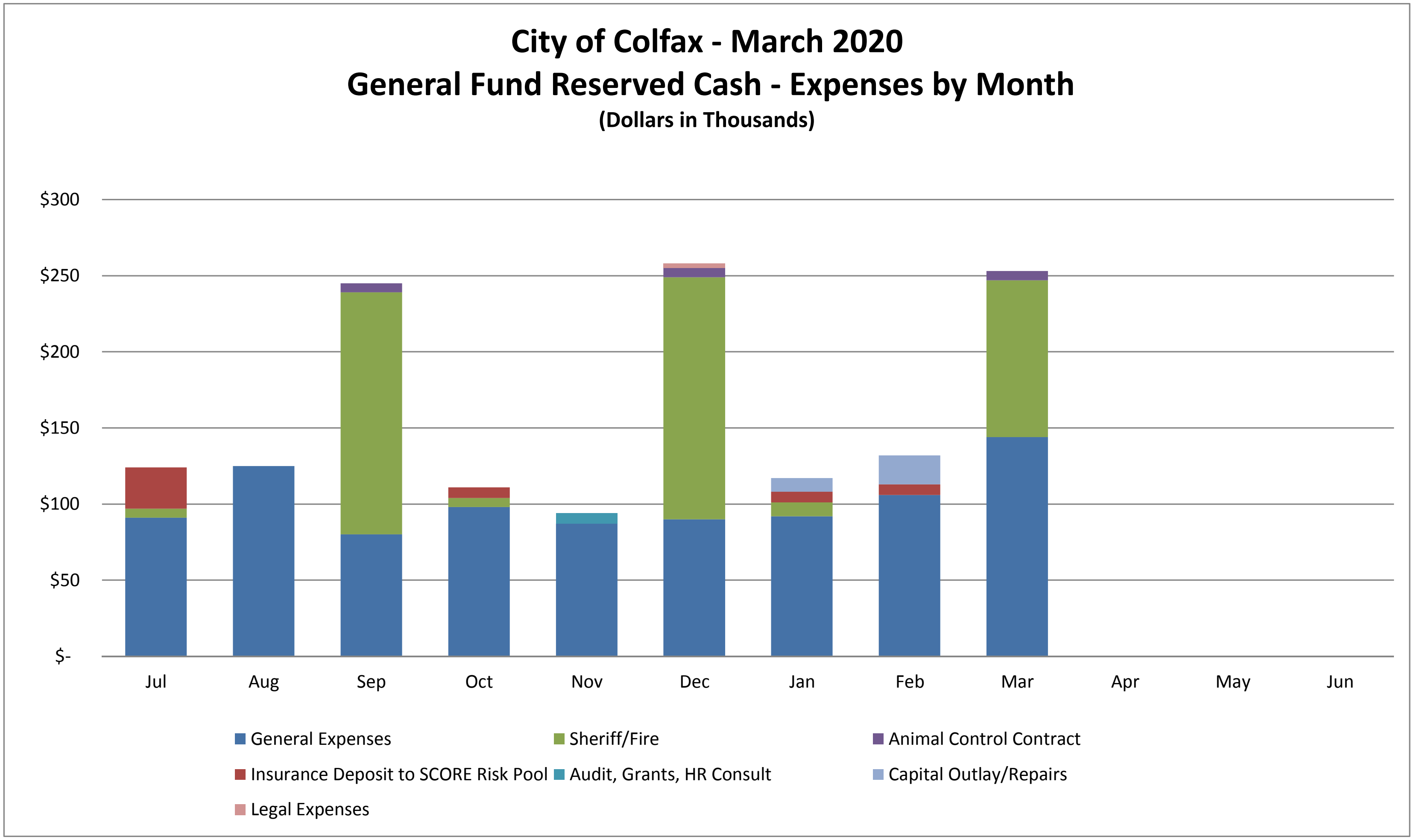
Fiscal Year 2019-20 >>



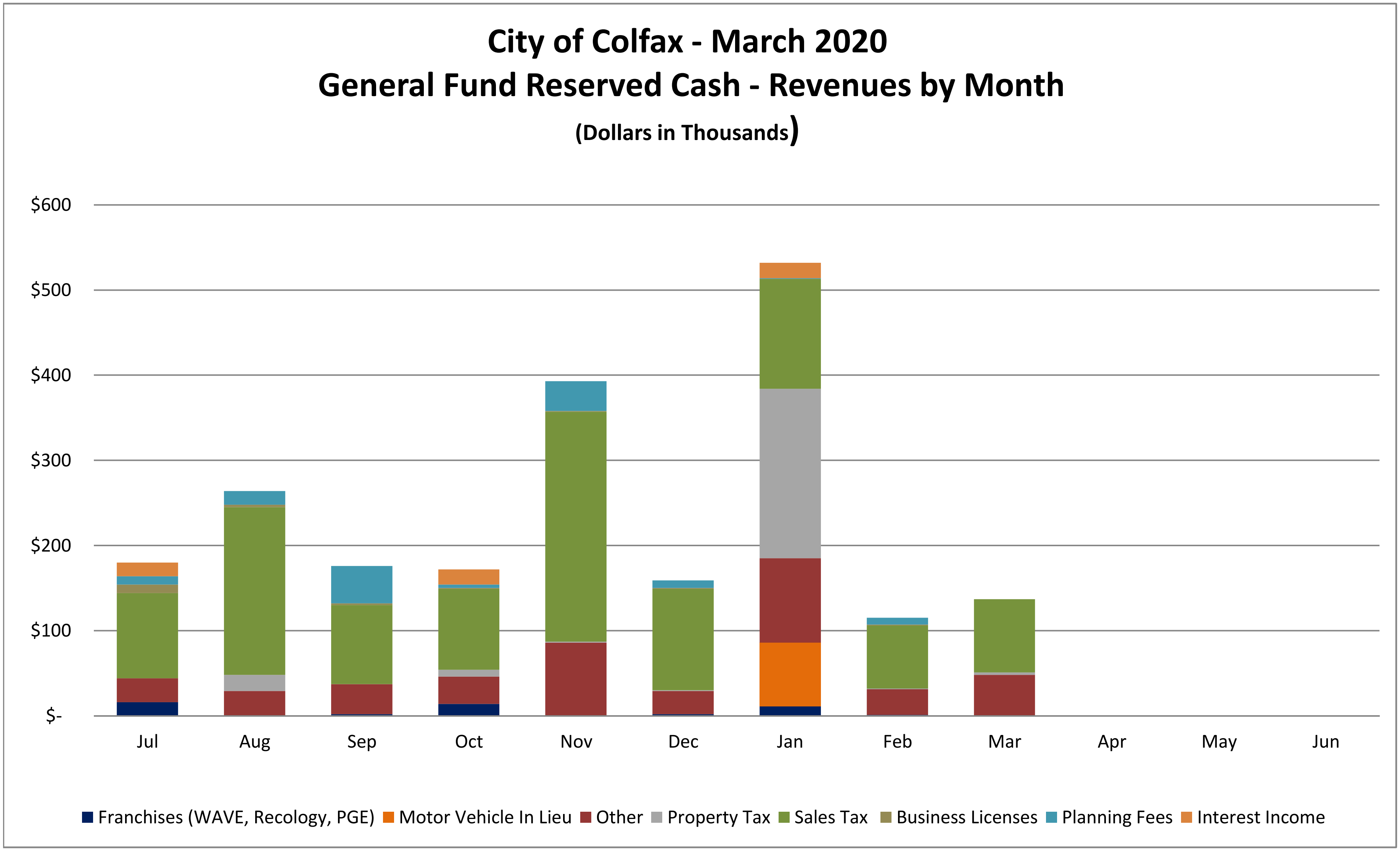
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2019-20	$2,013	$2,069	$2,169	$2,110	$2,170	$2,467	$2,373	$2,747	$2,730	$2,615			
Cash Balance FY2018-19	$1,275	$1,398	$1,444	$1,447	$1,329	$1,420	$1,336	$1,672	$1,812	$1,760	$1,893	$2,151	$2,013
Cash Balance FY2017-18	$1,086	$1,050	$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 FY2019-20	$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

Item 6C


City of Colfax - March 2020
General Fund Reserved Cash - Expenses by Month
(Dollars in Thousands)

Attachment 1c



Attachment 2a

Item 6C

City of Colfax
Cash Summary
March 31, 2020

	Balance 02/29/2020	Revenues In	Expenses Out	Transfers	Balance 03/31/2020
US Bank	$ 346,205.22	$ 722,182.63	$ (513,796.59)	$ (300,000.00)	$ 254,591.26
LAIF	$ 6,814,715.45	$ -		$ 300,000.00	$ 7,114,715.45
Total Cash - General Ledger	$ 7,160,920.67	$ 722,182.63	$ (513,796.59)	$ -	$ 7,369,306.71
Petty Cash (In Safe)	$ 300.00				$ 300.00
Total Cash	$ 7,161,220.67	$ 722,182.63	$ (513,796.59)	$ -	$ 7,369,606.71

Change in Cash Account Balance - Total **$ 208,386.04**

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	$ (384,391.67)	
3. Cash Receipts - Daily Cash Summary Report	$ 502,824.01	
Payroll Checks and Tax Deposits	$ (111,066.56)	
Utility Billings - Receipts	$ 205,015.26	
Check voided in April - Cap to Cap	$ (3,995.00)	
	$ 208,386.04	$ -

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

Reviewed by: *Wes Heathcock*
Wes Heathcock, City Manager

Attachment 2b

Item 6C

City of Colfax

Cash Transactions Report - March 2020

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	$ 2,688,652.03	$ 113,391.38	$ (240,035.99)	$ 2,562,007.42
Fund: 120 - Land Development Fees	$ 86,382.87	$ 23,816.46	$ (12,377.25)	$ 97,822.08
Fund: 570 - Garbage Fund	$ (44,593.67)	$ -	$ -	$ (44,593.67)
Fund Type: 1.11 - General Fund - Unassigned	**$ 2,730,441.23**	**$ 137,207.84**	**$ (252,413.24)**	**$ 2,615,235.83**
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannibis Application	$ 9,916.33	$ -	$ -	$ 9,916.33
Fund: 205 - Escrow Funds	$ 101,631.28	$ 0.86	$ -	$ 101,632.14
Fund: 571 - AB939 Landfill Diversion	$ 26,917.26	$ -	$ -	$ 26,917.26
Fund: 572 - Landfill Post Closure Maintenance	$ 785,243.12	$ -	$ (8,377.20)	$ 776,865.92
Fund Type: 1.14 - General Fund - Restricted	**$ 923,707.99**	**$ 0.86**	**$ (8,377.20)**	**$ 915,331.65**
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	$ 405,018.67	$ -	$ -	$ 405,018.67
Fund: 211 - Mitigation Fees - Drainage	$ 4,330.89	$ -	$ -	$ 4,330.89
Fund: 212 - Mitigation Fees - Trails	$ 64,047.09	$ -	$ -	$ 64,047.09
Fund: 213 - Mitigation Fees - Parks/Rec	$ 106,956.27	$ -	$ -	$ 106,956.27
Fund: 214 - Mitigation Fees - City Bldgs	$ 44,200.40	$ -	$ -	$ 44,200.40
Fund: 215 - Mitigation Fees - Vehicles	$ 9,327.90	$ -	$ -	$ 9,327.90
Fund: 217 - Mitigation Fees - DT Parking	$ 30,912.95	$ -	$ -	$ 30,912.95
Fund: 218 - Support Law Enforcement	$ 80,768.02	$ 17,161.25	$ (80,947.62)	$ 16,981.65
Fund: 244 - CDBG Program Inc - ME Lending	$ 2,123.34	$ -	$ -	$ 2,123.34
Fund: 250 - Streets - Roads/Transportation	$ (47,686.29)	$ -	$ (18,008.50)	$ (65,694.79)
Fund: 253 - Gas Taxes/SB1 Road Maint	$ 81,687.52	$ 6,456.80	$ (1,207.25)	$ 86,937.07
Fund: 270 - Beverage Container Recycling	$ 18,821.93	$ -	$ -	$ 18,821.93
Fund: 280 - Oil Recycling	$ 3,711.22	$ -	$ -	$ 3,711.22
Fund: 292 - Fire Department Capital Funds	$ 89,531.88	$ -	$ -	$ 89,531.88
Fund: 342 - Fire Construction - Mitigation	$ 41,071.25	$ -	$ -	$ 41,071.25
Fund: 343 - Recreation Construction	$ 41,071.78	$ -	$ -	$ 41,071.78
Fund Type: 1.24 - Special Rev Funds - Restrict	**$ 975,894.82**	**$ 23,618.05**	**$ (100,163.37)**	**$ 899,349.50**
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 357 - Culver Street Phase II	$ (8,142.65)	$ -	$ (8,846.50)	$ (16,989.15)
Fund: 365 - Kneeland Street Imrpov	$ (8,373.02)	$ -	$ -	$ (8,373.02)
Fund: 367 - SB2 - Planning Grant	$ (7,145.26)	$ -	$ (294.95)	$ (7,440.21)
Fund: 373 - S Auburn/Whitcomb Imp	$ (5,993.81)		$ -	$ (5,993.81)
Fund: 355 - CDBG Pavement - Culver	$ -	$ -	$ -	$ -
Fund: 385 - Roundabout	$ (161,802.64)	$ -	$ (54,718.53)	$ (216,521.17)
Fund Type: 1.34 - Capital Projects - Restricted	**$ (191,457.38)**	**$ -**	**$ (63,859.98)**	**$ (255,317.36)**
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	$ 1,224,181.53	$ 129,049.32	$ (70,530.56)	$ 1,282,700.29
Fund: 561 - Sewer Liftstations	$ 319,896.41	$ 20,506.90	$ (18,273.49)	$ 322,129.82
Fund: 563 - Wastewater Treatment Plant	$ 491,492.39	$ 58,565.14	$ (33.75)	$ 550,023.78
Fund: 564 - Sewer Connections	$ 282,031.40	$ -	$ -	$ 282,031.40
Fund: 567 - Inflow & Infiltration	$ 531,230.52	$ -	$ -	$ 531,230.52
Fund: 573 - WWTP Planning Grant	$ (128,113.64)	$ 52,773.00	$ (145.00)	$ (75,485.64)
Fund: 574 - OES PSPS Grant	$ -	$ 300,000.00	$ -	$ 300,000.00
Fund Type: 2.11 - Enterprise Funds - Unassign	**$ 2,720,718.61**	**$ 560,894.36**	**$ (88,982.80)**	**$ 3,192,630.17**
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	$ 1,615.40	$ 461.52	$ -	$ 2,076.92
Fund Type: 9.0 - CLEARING ACCOUNT	**$ 1,615.40**	**$ 461.52**	**$ -**	**$ 2,076.92**
Grand Totals:	**$ 7,160,920.67**	**$ 722,182.63**	**$ (513,796.59)**	**$ 7,369,306.71**

Attachment 2c

Item 6C

Check Register Report

Checks Processed March 2020

Date: 04/10/2020
Time: 3:14 pm
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								
55535	03/02/2020	Reconciled		03/31/2020	2087	BASIC PACIFIC	FSA PLAN FEES FEB 2020	45.00
55536	03/03/2020	Reconciled		03/31/2020	03141	CALPERS	MAR 2020 HEALTH PREMIUMS	8,497.16
55537	03/04/2020	Reconciled		03/31/2020	01448	AMERIGAS - COLFAX	DEPOT PROPANE	460.04
55538	03/04/2020	Reconciled		03/31/2020	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	423.45
55539	03/04/2020	Reconciled		03/31/2020	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	129.88
55540	03/04/2020	Reconciled		03/31/2020	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	2,261.90
55541	03/04/2020	Reconciled		03/31/2020	01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVCS FEB 2020	610.17
55542	03/04/2020	Reconciled		03/31/2020	01461	APWA	ANNUAL MEMBER SHIP 4/1-3/31/21	218.00
55543	03/04/2020	Reconciled		03/31/2020	01650	AQUA SIERRA CONTROLS INC.	WWTP RPRS	363.50
55544	03/04/2020	Reconciled		03/31/2020	2084	BATCHELDER GROUP	LABOR NEGOTIATOR JAN 2020	900.00
55545	03/04/2020	Reconciled		03/31/2020	03128(2)	CALIFORNIA RURAL WATER ASSOC	ANNUAL MEMBERSHIP	643.00
55546	03/04/2020	Reconciled		03/31/2020	3126	CRAFCO	COLD PATCH SUPPLIES	1,513.50
55547	03/04/2020	Reconciled		03/31/2020	14859	GHD INC.	JAN 2020 ENG SVCS	19,524.96
55548	03/04/2020	Reconciled		03/31/2020	07460	GOLD COUNTRY MEDIA	PUBLIC NOTICE - VEG ORDINANCE	286.14
55549	03/04/2020	Reconciled		03/31/2020	07460	GOLD COUNTRY MEDIA	PLANNING GRANT PUBLIC NOTICE	294.95
55550	03/04/2020	Reconciled		03/31/2020	07570	GRAINGER	WWTP SUPPLIES	41.21
55551	03/04/2020	Reconciled		03/31/2020	08086	HBE RENTALS	CORP YARD HEATER	25.68
55552	03/04/2020	Reconciled		03/31/2020	08170	HILLS FLAT LUMBER CO	STMT 2/25/20	586.63
55553	03/04/2020	Reconciled		03/31/2020	08501	HOME DEPOT CREDIT SERVICES	STMT 2/29/20	36.89
55554	03/04/2020	Reconciled		03/31/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	308.28
55555	03/04/2020	Reconciled		03/31/2020	10510	JOSEPH SCHWIND	BACHOE RPR	300.00
55556	03/04/2020	Reconciled		03/31/2020	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JAN 2020	1,816.96
55557	03/04/2020	Reconciled		03/31/2020	16300	PCWA -PLACER COUNTY	LOT OF ART METER INSTALL/CONN	18,729.00
55558	03/04/2020	Reconciled		03/31/2020	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS FEB 2020	11,665.72
55559	03/04/2020	Reconciled		03/31/2020	16202	PLACER COUNTY OES FISCAL UNIT	CIVIL DEFENSE FY 19/20	230.10
55560	03/04/2020	Reconciled		03/31/2020	16200	PLACER COUNTY SHERIFF DEPT.	Q3 FY 19/20 SHERIFF CONTRACT	184,082.00
55561	03/04/2020	Reconciled		03/31/2020	19037	SAFE SIDE SECURITY	CORP YARD SECURITY MAR 2020	95.00
55562	03/04/2020	Reconciled		03/31/2020	9096	SCOTT'S PPE RECON, INC.	FIRE DEPT EQUIP RPR/MAINT	1,349.50
55563	03/04/2020	Reconciled		03/31/2020	09095	JEFF SCOTT	2020 PARTIAL BOOT ALLOWANCE	126.08
55564	03/04/2020	Reconciled		03/31/2020	19396	SIERRA SAFETY COMPANY	ST SIGN REPLACEMENT	50.68
55565	03/04/2020	Reconciled		03/31/2020	19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY 4/1-6/30/20	148.95
55566	03/04/2020	Reconciled		03/31/2020	21560	US BANK CORPORATE PMT SYSTEM	STMT 2/24/20	3,184.44
55567	03/04/2020	Reconciled		03/31/2020	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS FEB 2020	5,700.00
55568	03/04/2020	Reconciled		03/31/2020	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.39
55569	03/04/2020	Reconciled		03/31/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
55570	03/04/2020	Reconciled		03/31/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	99.96
55571	03/09/2020	Reconciled		03/31/2020	2087	BASIC PACIFIC	FSA BENEFIT PAYMENT	720.00
55572	03/09/2020	Reconciled		03/31/2020	2087	BASIC PACIFIC	FSA BENEFIT PAYMENT	270.40
55573	03/10/2020	Printed			01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	98.92
55574	03/10/2020	Reconciled		03/31/2020	01448	AMERIGAS - COLFAX	CORP YARD PROPANE	362.92
55575	03/10/2020	Reconciled		03/31/2020	01500	ANDERSON'S SIERRA	CITY IRRIGATION SUPPLIES	250.41
55576	03/10/2020	Reconciled		03/31/2020	01500	ANDERSON'S SIERRA	CITY IRRIGATION SUPPLIES	181.86
55577	03/10/2020	Reconciled		03/31/2020	03401	CHOICE BUILDER	APRIL 2020 PREMIUMS	608.41
55578	03/10/2020	Reconciled		03/31/2020	03482	CLEAR PATH LAND EVOLVEMENT,	MAIDU MAP CHECK	1,875.00
55579	03/10/2020	Reconciled		03/31/2020	04234	DE LAGE LANDEN FINANCIAL	MAR 2020 COPY MACH MAINT	468.34
55580	03/10/2020	Reconciled		03/31/2020	22237	FSTEP	FIRE FIGHTER TRAINING	148.00
55581	03/10/2020	Reconciled		03/31/2020	14859	GHD INC.	ENG SVCS FEB 2020	5,075.00

Attachment 2c

Item 6C

Check Register Report

Checks Processed March 2020

Date: 04/10/2020
Time: 3:14 pm
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								
55582	03/10/202	Reconciled		03/31/2020	07460	GOLD COUNTRY MEDIA	CSR & MWI JOB POSTINGS	312.80
55583	03/10/202	Reconciled		03/31/2020	07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
55584	03/10/202	Reconciled		03/31/2020	07465	GOLD MINER PEST CONTROL	FIRE DEPT PEST CONTROL	74.00
55585	03/10/202	Reconciled		03/31/2020	07570	GRAINGER	WWTP SUPPLIES	174.20
55586	03/10/202	Reconciled		03/31/2020	8055	HAMPSHIRE, TAMI	REFUND OF UNUSED BLDG PERMIT	182.25
55587	03/10/202	Reconciled		03/31/2020	08200	HINDERLITER, DE LLAMAS & ASSOC	Q1 2020 SALES TAX AUDIT	631.76
55588	03/10/202	Void	04/06/202		9585	I.S. TOURS	CAP TO CAP 2020 MENDOZA	0.00
55589	03/10/202	Reconciled		03/31/2020	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	124.95
55590	03/10/202	Reconciled		03/31/2020	16035	PG&E	ELECTRICITY	16,042.09
55591	03/10/202	Reconciled		03/31/2020	16040A	PITNEY BOWES	Q3 19/20 POSTAGE MACH LEASE	167.84
55592	03/10/202	Reconciled		03/31/2020	16559	PLAZA TIRE AND AUTO SERVICE	PW VEHICLE RPR	45.52
55593	03/10/202	Reconciled		03/31/2020	16559	PLAZA TIRE AND AUTO SERVICE	WWTP SPRAY RIG TIR RPR	25.64
55594	03/10/202	Reconciled		03/31/2020	18400	RIEBES AUTO PARTS	STMT 2/28/20	670.42
55595	03/10/202	Reconciled		03/31/2020	01790	SIERRA OFFICE PRODUCTS	STMT 3/2/20	202.17
55596	03/10/202	Reconciled		03/31/2020	19397	SIERRA SAW	RIDING MOWER RPR	271.11
55597	03/10/202	Reconciled		03/31/2020	19397	SIERRA SAW	RIDING MOWER RPR	4.69
55598	03/10/202	Reconciled		03/31/2020	19397	SIERRA SAW	BLOWER FILTER RETURN	69.17
55599	03/10/202	Reconciled		03/31/2020	20054	TARGET SPECIALTY PRODUCTS	CITY LAWN CARE SUPPLIES	323.72
55600	03/10/202	Reconciled		03/31/2020	20514	TREE PRO TREE SERVICE INC	TREE REMOVAL - LYONS PARK	3,800.00
55601	03/10/202	Reconciled		03/31/2020	22134	VISION QUEST	TECH SUPPORT SVCS FEB 2020	1,494.00
55602	03/10/202	Reconciled		03/31/2020	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT CABLE	6.27
55603	03/10/202	Reconciled		03/31/2020	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	36.86
55604	03/10/202	Reconciled		03/31/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	219.10
55605	03/10/202	Reconciled		03/31/2020	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL FEB 2020	835.45
55606	03/17/202	Reconciled		03/31/2020	2087	BASIC PACIFIC	FSA BENEFIT PYMT	70.00
55607	03/18/202	Reconciled		03/31/2020	1161	49ER WATER SERVICES	JAN 2020 WWTP TESTING	2,030.00
55608	03/18/202	Reconciled		03/31/2020	01766	AT&T MOBILITY	CITY CELL PHONES FEB 2020	833.34
55609	03/18/202	Reconciled		03/31/2020	2084	BATCHELDER GROUP	LABOR NEGOTIATOR FEB 2020	3,425.00
55610	03/18/202	Reconciled		03/31/2020	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS FEB 2020	5,227.50
55611	03/18/202	Reconciled		03/31/2020	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS FEB 2020	1,928.75
55612	03/18/202	Reconciled		03/31/2020	03558	COLFAX SMOG & AUTO REPAIR	PW VEHICLE RPR	1,823.70
55613	03/18/202	Reconciled		03/31/2020	03650	CRANMER ENGINEERING, INC	LANDFILL MONITORING DEC 2019	1,572.00
55614	03/18/202	Reconciled		03/31/2020	04592	DACOMM	WWTP INTERNET	99.95
55615	03/18/202	Reconciled		03/31/2020	07570	GRAINGER	WWTP SUPPLIES	71.49
55616	03/18/202	Reconciled		03/31/2020	08050	HACH COMPANY	WWTP LAB SUPPLIES	171.82
55617	03/18/202	Reconciled		03/31/2020	3777	L.N. CURTIS & SONS	FIRE DEPT SUPPLIES	147.95
55618	03/18/202	Reconciled		03/31/2020	12210	LIFE-ASSIST, INC.	FIRE DEPT SUPPLIES	428.95
55619	03/18/202	Reconciled		03/31/2020	16821	PSOMAS	ROUNDABOUT CONST MANAGEMENT	24,560.00
55620	03/18/202	Reconciled		03/31/2020	16821	PSOMAS	ROUNDABOUT CONST MAN JAN	24,624.00
55621	03/18/202	Reconciled		03/31/2020	16821	PSOMAS	ROUNDABOUT CONST MAN	410.53
55622	03/18/202	Reconciled		03/31/2020	19474	SIMPSON & SIMPSON	ROUNDABOUT CURB RPR	5,124.00
55623	03/18/202	Reconciled		03/31/2020	19743	WILL STOCKWIN	COLFAX CONNECTION MAR 2020	300.00
55624	03/18/202	Reconciled		03/31/2020	20092	THUMBLER	REBRANDING FEB 2020	680.00
55625	03/18/202	Reconciled		03/31/2020	23169	WAVE BUSINESS SOLUTIONS	CORP YARD PHONE	54.90
55626	03/18/202	Reconciled		03/31/2020	23218	WENDEL ROSEN	LEGAL SVCS FEB 2020	9,832.50
55627	03/19/202	Reconciled		03/31/2020	2087	BASIC PACIFIC	FSA BENEFIT PYMT	155.00
55628	03/31/202	Reconciled		03/31/2020	2087	BASIC PACIFIC	FSA PLAN FEES MAR 2020	45.00
				Total Checks: 94			**Checks Total (excluding void checks):**	**384,391.67**

Attachment 2d

Item 6C

DAILY CASH SUMMARY REPORT

03/01/2020 - 03/31/2020

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
Fund: 100 - General Fund							
109895	2	03/02/2020	CR	100-000-1000	60.00	0.00	60.00
109896	2	03/02/2020	CR	100-000-1000	146.28	0.00	146.28
109899	2	03/02/2020	CR	100-000-1000	94.00	0.00	94.00
109900	2	03/02/2020	CR	100-000-1000	22.75	0.00	22.75
109901	2	03/02/2020	CR	100-000-1000	911.16	0.00	911.16
109902	2	03/02/2020	CR	100-000-1000	175.00	0.00	175.00
109903	2	03/02/2020	CR	100-000-1000	500.00	0.00	500.00
109904	2	03/02/2020	CR	100-000-1000	2,769.62	0.00	2,769.62
03/02/2020		Daily Totals			**4,678.81**	**0.00**	**4,678.81**
110000	2	03/06/2020	CR	100-000-1000	165.00	0.00	165.00
110001	2	03/06/2020	CR	100-000-1000	153.33	0.00	153.33
110002	2	03/06/2020	CR	100-000-1000	1,000.00	0.00	1,000.00
110003	2	03/06/2020	CR	100-000-1000	100.00	0.00	100.00
110004	2	03/06/2020	CR	100-000-1000	150.25	0.00	150.25
110005	2	03/06/2020	CR	100-000-1000	84.01	0.00	84.01
110006	2	03/06/2020	CR	100-000-1000	122.25	0.00	122.25
110007	2	03/06/2020	CR	100-000-1000	220.25	0.00	220.25
03/06/2020		Daily Totals			**1,995.09**	**0.00**	**1,995.09**
110054	2	03/16/2020	CR	100-000-1000	16.50	0.00	16.50
110055	2	03/16/2020	CR	100-000-1000	16.50	0.00	16.50
110056	2	03/16/2020	CR	100-000-1000	206.25	0.00	206.25
110058	2	03/16/2020	CR	100-000-1000	60.00	0.00	60.00
110059	2	03/16/2020	CR	100-000-1000	122.25	0.00	122.25
110060	2	03/16/2020	CR	100-000-1000	0.00	155.94	-155.94
110061	2	03/16/2020	CR	100-000-1000	41.50	0.00	41.50
110062	2	03/16/2020	CR	100-000-1000	15.00	0.00	15.00
110063	2	03/16/2020	CR	100-000-1000	0.45	0.00	0.45
110064	2	03/16/2020	CR	100-000-1000	300,000.00	0.00	300,000.00
110065	2	03/16/2020	CR	100-000-1000	122.25	0.00	122.25
110067	2	03/16/2020	CR	100-000-1000	100.00	0.00	100.00
110068	2	03/16/2020	CR	100-000-1000	41.50	0.00	41.50
03/16/2020		Daily Totals			**300,742.20**	**155.94**	**300,586.26**
110070	2	03/18/2020	CR	100-000-1000	3,233.14	0.00	3,233.14
110133	2	03/18/2020	CR	100-000-1000	252.00	0.00	252.00
03/18/2020		Daily Totals			**3,485.14**	**0.00**	**3,485.14**
110139	2	03/25/2020	CR	100-000-1000	86,156.65	0.00	86,156.65
03/25/2020		Daily Totals			**86,156.65**	**0.00**	**86,156.65**
110177	2	03/31/2020	CR	100-000-1000	500.00	0.00	500.00
110178	2	03/31/2020	CR	100-000-1000	2,769.62	0.00	2,769.62
110179	2	03/31/2020	CR	100-000-1000	840.00	0.00	840.00
110180	2	03/31/2020	CR	100-000-1000	947.07	0.00	947.07
03/31/2020		Daily Totals			**5,056.69**	**0.00**	**5,056.69**

Limited to include: JE Types of: CR

Attachment 2d

DAILY CASH SUMMARY REPORT

03/01/2020 - 03/31/2020

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number		Debit	Credit	Net Chng
Fund: 100 - General Fund					**TOTALS:**	**402,114.58**	**155.94**	**401,958.64**
Fund: 120 - Land Development Fees								
109897	2	03/02/2020	CR	120-000-1000		1,248.34	0.00	1,248.34
109898	2	03/02/2020	CR	120-000-1000		468.12	0.00	468.12
03/02/2020		Daily Totals				**1,716.46**	**0.00**	**1,716.46**
110066	2	03/16/2020	CR	120-000-1000		21,100.00	0.00	21,100.00
03/16/2020		Daily Totals				**21,100.00**	**0.00**	**21,100.00**
110134	2	03/19/2020	CR	120-000-1000		1,000.00	0.00	1,000.00
03/19/2020		Daily Totals				**1,000.00**	**0.00**	**1,000.00**
Fund: 120 - Land Development Fees					**TOTALS:**	**23,816.46**	**0.00**	**23,816.46**
Fund: 205 - Escrow Account - Developers								
110183	2	03/31/2020	CR	205-000-1000		0.86	0.00	0.86
03/31/2020		Daily Totals				**0.86**	**0.00**	**0.86**
Fund: 205 - Escrow Account - Developers					**TOTALS:**	**0.86**	**0.00**	**0.86**
Fund: 218 - Support Law Enforcement								
110070	5	03/18/2020	CR	218-000-1000		17,161.25	0.00	17,161.25
03/18/2020		Daily Totals				**17,161.25**	**0.00**	**17,161.25**
Fund: 218 - Support Law Enforcement					**TOTALS:**	**17,161.25**	**0.00**	**17,161.25**
Fund: 253 - Gas Taxes								
109905	2	03/03/2020	CR	253-000-1000		3,613.41	0.00	3,613.41
03/03/2020		Daily Totals				**3,613.41**	**0.00**	**3,613.41**
110138	2	03/20/2020	CR	253-000-1000		2,843.39	0.00	2,843.39
03/20/2020		Daily Totals				**2,843.39**	**0.00**	**2,843.39**
Fund: 253 - Gas Taxes					**TOTALS:**	**6,456.80**	**0.00**	**6,456.80**
Fund: 560 - Sewer								
110071	2	03/04/2020	CR	560-000-1000		250.00	0.00	250.00
03/04/2020		Daily Totals				**250.00**	**0.00**	**250.00**

Attachment 2d

Item 6C

DAILY CASH SUMMARY REPORT

03/01/2020 - 03/31/2020

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number		Debit	Credit	Net Chng
Fund: 560 - Sewer					**TOTALS:**	**250.00**	**0.00**	**250.00**
Fund: 561 - Sewer Liftstations								
110057	2	03/16/2020	CR	561-000-1000		407.00	0.00	407.00
03/16/2020		Daily Totals				**407.00**	**0.00**	**407.00**
Fund: 561 - Sewer Liftstations					**TOTALS:**	**407.00**	**0.00**	**407.00**
Fund: 573 - WWTP Imp. Planning Grant								
110069	2	03/17/2020	CR	573-000-1000		52,773.00	0.00	52,773.00
03/17/2020		Daily Totals				**52,773.00**	**0.00**	**52,773.00**
Fund: 573 - WWTP Imp. Planning Grant					**TOTALS:**	**52,773.00**	**0.00**	**52,773.00**
		GRAND TOTALS:				**502,979.95**	**155.94**	**502,824.01**

Limited to include: JE Types of: CR

Staff Report to City Council

FOR THE APRIL 22, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Economic Development Business Recruitment – Retail Strategies, LLC

Budget Impact Overview:

N/A:	**Funded: √**	**Un-funded:**	**Amount: $105,000**	**Fund(s): 110**

RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to enter into an agreement with Retail Strategies, LLC for a three-year term in an amount not to exceed $105,000.

Summary/Background

The City of Colfax General Plan Chapter 8 Economic Development Element provides guidance to strengthen the community's development activities, enhance economic growth, and reinforce the planning process as a positive part of the economic development. The City is experiencing increased community development activities as a result of ongoing planning efforts. Recently, the City has gone through a rebranding process to capture the tourist related focus identified in the Economic Development Element. The next logical step is to agressively pursue business recruitment to increase the economic growth of the community goals setforth in the General Plan.

Retail Strategies, LLC provided a presentation to Council at the March 11, 2020 Regular City Council meeting on how their firm would be able to provide the community economic growth through a collaborative effort. Subsequently, council provided staff direction to bring a contract with Retail Stategies, LLC back for consideration.

Retail Strategies, LLC is prepared to partner with the City of Colfax to provide business recruitment services including the following:

Research

1. Identify market retail trade area using political boundaries, drive times, radius and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

The partnership with Retail Strategies, LLC will leverage data, market research and industry experience to identify categorical gaps in the market and match those gaps to retailers that are expanding and looking for sites characteristics like that of what Colfax has to offer the retail industry. In addition, Retail Strategies, LLC will get in front of retailers through email, phone call and in person meetings to tell retailers the value of investing their business in Colfax that extends well beyond city population and other basic demographic data.

Council requested Retail Strategies, LLC to consider a performance based contact instead of a fixed cost contract. Retail Strategies, LLC felt that focusing on filling spaces rather than pursuing quality businesses could reduce the effectiveness of any business recruitment consultant partnership.

Staff is recommending council approve the three year contract with Retail Strategies, LLC to provide economic growth related services. The contract is based on a lump sum cost annually of $35,000 for the three-year term.

Budget Impacts

The agreement with Retail Strategies, LLC is a multiple year agreement for $35,000 each year. The total contract cost is $105,000 from Fund 100.

Attachments

1. Resolution __-2020
2. Agreement

City of Colfax

City Council

Resolution № __-2020

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RETAIL STRATEGIES, LLC FOR A THREE-YEAR TERM IN AN AMOUNT NOT TO EXCEED $105,000

WHEREAS, The City of Colfax General Plan Chapter 8 Economic Development Element provides guidance to strenghten the community’s development activities, enhance economic growth, and reinforce the planning process as a positive part of the economic development; and

WHEREAS, Retail Strategies,LLC provided a presentation to Council at the March 11, 2020 Regular City Council meeting on how their firm would be able to provide the community economic growth through a collaborative effort; and

WHEREAS, the partnership with Retail Strategies,LLC will leverage data, market research and industry experience to identify categorical gaps in the market and match those gaps to retailers that are expanding and looking for sites characteristics like that of what Colfax has to offer the retail industry.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Retail Strategies, LLC for a three-year term in an amount not to exceed $105,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd of April 2020 by the following vote of the Council**:**

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Marnie Mendoza, Mayor

ATTEST:

____
Jaclyn Collier, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 23rd day of April, 2020 by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and Retail Strategies, LLC ("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 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.

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

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:

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.

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.

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, 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

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.

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:
Retail Strategies, LLC
2200 Magnolia Avenue South, Suite 100
Birmingham, AL 35205
Attention: Stephan P. Leara, Esq – EVP | General Council

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		CONSULTANT	
Signature:	____________________	Signature:	____________________
Printed Name:	____________________	Printed Name:	____________________
Title:	____________________	Title:	____________________
Date:	____________________	Date:	____________________

APPROVED AS TO FORM:

____
City Attorney

EXHIBIT A

SCOPE OF WORK

Research

1. Identify market retail trade area using political boundaries, drive times, radius and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

Staff Report to City Council

FOR THE APRIL 22, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: Mitigation/Impact Fees for the Osborn Development Project

Budget Impact Overview:

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):

RECOMMENDED ACTION: Adopt Resolution No. __ - 2020 approving the Mitigation/Impact Fees for the proposed Osborn Industrial Office Complex Project.

Summary/Background

The City has received a preliminary application for the Osborn Development Project. The project is currently going through the entitlement review process with the preparation of an environmental document. In order to help determine the project's potential costs, the developer asked City staff to develop preliminary Mitigation/Impact Fees.

The Colfax Municipal Code requires the project Owner to pay the mitigation impact fees for Roads, Drainage, Trails, Parks and Recreation, City Buildings, City Vehicles, Downtown Parking, Sewer Impact, and Landfill Augmentation. All of these fees are collectively referred to as Mitigation/Impact Fees.

City Staff worked with the developer to prepare the Mitigation/Impact Fees for each of the project's proposed buildings, namely a 4000 square foot (sf) Office, a 2000 sf Warehouse, and a 7500 sf Mini-Storage building. Several iterations were prepared as the developer was proposing a different fee structure for Roads for the Warehouse and Mini-Storage buildings. Eventually City Staff in conjunction with Council Mitigation Fee Sub-committee and the developer preliminarily agreed to the proposed usage Mitigation/Impact fees categories.

Because the proposed Mitigation/Impact Fees were slightly modified from the City's standard fee rates for Roads, it became necessary to have the Council Mitigation Fee Sub-Committee review, make recommendations, and eventually concur with the proposed Mitigation/Impact Fees. A meeting of the Council Mitigation Fee Sub-Committee was convened along with City Staff on Wednesday, March 17th, wherein staff presented the proposed fees and the developer's request to modify the proposed fee for Roads for the Warehouse and Mini-Storage buildings.

After a discussion of nearly an hour, the Sub-Committee agreed to recommend to the full the City Council the proposed Mitigation/Impact Fees. The proposed Mitigation/Impact Fees spreadsheets are attached.

Attachments:

1. Resolution
2. Proposed Mitigation/Impact Fee Spreadsheets

City of Colfax

City Council

Resolution № __-2020

APPROVING MITIGATION/IMPACT FEES FOR THE PROPOSED OSBORN DEVELOPMENT PROJECT

WHEREAS, the developer for the Osborn Development Project has submitted an entitlement package for the proposed development and has requested that the City develop the proposed Mitigation/Impact Fees for the projects; and

WHEREAS, the proposed development consists of three buildings, a 4000 sf Office, a 2000 sf Warehouse, and a 7500 sf Mini-Storage; and

WHEREAS, the Colfax Municipal Code subjects the Owner of the Project to payment of Mitigation Impact Fees designated for Roads, Drainage, Trails, Parks and Recreation, City Buildings, City Vehicles, Downtown Parking, Sewer Impact, and Landfill Equity Buy In, referred to collectively as the Mitigation/Impact Fees; and

WHEREAS, the developer proposed a modification to the Roads fee for the Warehouse and Mini-Storage Buildings; and

WHEREAS, the Council Mitigation Fee Sub-Committee met on March 17, 2020, to discuss and review the proposed Mitigation/Impact Fees, and subsequently agreed to the fees as proposed; and

WHEREAS, the Council Mitigation Fee Sub-Committee recommends approval to the full City Council of the proposed fees as attached to this Resolution.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Colfax hereby approves the recommendation from Council Mitigation Fees Sub-committee for the proposed mitigation/ impact fees for the proposed Osborn Development Project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd of April 2020 by the following vote of the Council**:**

AYES:
NOES:
ABSTAIN:
ABSENT:
ATTEST:

Marnie Mendoza, Mayor

Jaclyn Collier, City Clerk

Attachment 2

Summary of Mitigation Fee:

CITY OF COLFAX

Mitigation Impact and Building Fees - Osborn Industrial Office Complex Project

16946 Placer Hills Road

Description:	**Proposed Mitigation Fees**
4,000 sq-ft office	$90,946.00
2,000 sq-ft warehouse	$28,265.00
7,500 sq-ft mini-storage	$26,161.85
Total	$145,372.85

Item 6E

Attachment 2

CITY OF COLFAX
Mitigation Impact and Building Fees - Osborn Industrial Office Complex Project
16946 Placer Hills Road

Self Storage is 6.5 percent traffic impact of industrial comparing trips generated in ITE Manual between #140 Industrial and 151 Mini Storage units.A17. Changed values/calculations applied to Roads and Sewer Impact categories

Address: **Self-storage Industrial**
APN: **999-999-999**
Number of Units: **1**
Square Footage **7500**
Building Valuation **$300,000**

Application Date:

Fee Description	Rates	Fee Structure	Multiplier	Total Fee	Comments
Mitigation Impact Fees					
Roads	*$ 420.37*	Per 1,000 sq. ft	7.5	$ 3,152.78	Requested change per ITE*
Drainage Study	*$ 43.00*	Per 1,000 sq. ft	7.5	$ 322.50	No requested change
Drainage systems on e-w culverts	*$ 1,962.00*	Per 1,000 sq. ft	7.5	$ 14,715.00	No requested change
Trails	$ 12.00	Per 1,000 sq. ft	7.5	$ 90.00	No requested change
Park & Rec.	$ 63.00	Per 1,000 sq. ft	7.5	$ 472.50	No requested change
City Buildings	$ 445.00	Per 1,000 sq. ft	7.5	$ 3,337.50	No requested change
City Vehicles	$ 84.00	Per 1,000 sq. ft	7.5	$ 630.00	No requested change
Downtown Parking	*$ 378.00*	Per 1,000 sq. ft	7.5	$ 2,835.00	No requested change
Sewer Impact Fee	No sewer outflow so no impact on City sewer system			$ -	Requested change
City Construction Tax (1% of value of building)				$ 3,000.00	No requested change
Landfill Equity Buy-in Fee	$ 47.00	per 2,000 sq.ft	4	$ 188.00	No requested change
Total				$ 28,743.28	

* ITE (International Transportation Engineer's Manual ir indicates 35.9% traffic generation rate for Mini Warehouse (Use #151 for KSF) of nominal General Light Industrial (Use #140)

Attachment 2

CITY OF COLFAX
Mitigation Impact and Building Fees - Osborn Industrial Office Complex Project
16946 Placer Hills Road

Change from Office calculations to industrial categories for the 2,000 sq ft of warehousing

Address: **Warehouse-storage Industrial**
APN: **999-999-999**
Number of Units: **1**
Square Footage: **2000**
Building Valuation: **$200,000**

Application Date:

Fee Description	Rates	Fee Structure	Multiplier	Total Fee	Comments
Mitigation Impact Fees					
Roads	$ 1,172.00	Per 1,000 sq. ft	2	$ 2,344.00	Change from Office to Industrial
Drainage Study	*$ 43.00*	Per 1,000 sq. ft	2	$ 86.00	No requested change
Drainage systems on e-w culverts	*$ 1,962.00*	Per 1,000 sq. ft	2	$ 3,924.00	No requested change
Trails	$ 12.00	Per 1,000 sq. ft	2	$ 24.00	No requested change
Park & Rec.	$ 63.00	Per 1,000 sq. ft	2	$ 126.00	No requested change
City Buildings	$ 445.00	Per 1,000 sq. ft	2	$ 890.00	No requested change
City Vehicles	$ 84.00	Per 1,000 sq. ft	2	$ 168.00	No requested change
Downtown Parking	*$ 378.00*	Per 1,000 sq. ft	2	$ 756.00	No requested change
Sewer Impact Fee	$ 8,950.00	Base Rate Only	2	$ 17,900.00	No requested change
City Construction Tax (1% of value of building)				$ 2,000.00	No requested change
Landfill Equity Buy-in Fee	$ 47.00	per 2,000 sq.ft	1	$ 47.00	No requested change
Total Fees				$ 28,265.00	

All Mitigation Impact Fees imposed by the City on this Project shall not be increased until at least August 10, 2020.

Attachment 2

CITY OF COLFAX
Mitigation Impact and Building Fees - Osborn Industrial Office Complex Project
16946 Placer Hills Road

Change to 4,000 sq ft for offices and tentant spaces applied to office category

Address: **Office Building**
APN: **999-999-999**
Number of Units: **1**
Square Footage **4000**
Building Valuation **$600,000**

Application Date:

Fee Description	Rates	Fee Structure	Multiplier	Total Fee	Comments
Mitigation Impact Fees					
Roads	$ 5,285.00	Per 1,000 sq. ft	4	$ 21,140.00	No requested change
Drainage Study	*$ 57.00*	Per 1,000 sq. ft	4	$ 228.00	No requested change
Drainage systems on e-w culverts	*$ 2,616.00*	Per 1,000 sq. ft	4	$ 10,464.00	No requested change
Trails	$ 35.00	Per 1,000 sq. ft	4	$ 140.00	No requested change
Park & Rec.	$ 178.00	Per 1,000 sq. ft	4	$ 712.00	No requested change
City Buildings	$ 2,007.00	Per 1,000 sq. ft	4	$ 8,028.00	No requested change
City Vehicles	$ 380.00	Per 1,000 sq. ft	4	$ 1,520.00	No requested change
Downtown Parking	*$ 1,705.00*	Per 1,000 sq. ft	4	$ 6,820.00	No requested change
Sewer Impact Fee	$ 8,950.00	Per 1,000 sq. ft	4	$ 35,800.00	No requested change
City Construction Tax (1% of value of building)				$ 6,000.00	No requested change
Landfill Equity Buy-in Fee	$ 47.00	per 2,000 sq.ft	2	$ 94.00	No requested change
Total Fees				$ 90,946.00	

All Mitigation Impact Fees imposed by the City on this Project shall not be increased until at least August 10, 2020.

CITY OF COLFAX

Staff Report to City Council

FOR THE APRIL 22, 2020 REGULAR CITY COUNCIL MEETING

From:	Wes Heathcock, City Manager
Prepared by:	Chris J. Clardy, Community Services Director
Subject:	On-Call Professional Services Agreement – Simpson and Simpson Inc.

Budget Impact Overview:

N/A:	**Funded: √**	**Un-funded:**	**Amount: $75,000**	**Fund(s): 250**

RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to enter into an On-Call Professional Services Agreement with Simpson and Simpson Inc. for two years, starting FY 2020-21, with the option to renew for a third year for a total of $75,000.

Summary/Background

From time to time the City has larger asphalt, concrete or pipe projects that require specialized services that are outside the scope of the City's Public Works Departments experience and training. Simpson and Simpson Inc., a local, full service contractor has the required experience and equipment to provide an expedient solution for projects outside the expertise of the City's Public Works Department. Simpson and Simpson Inc. has provided service on City projects all at reasonable cost. E.g. Culver St., Quinn's Ln. drain, Railroad St. to Church St access road, Sewer lateral installation, and most recently the roundabout curb repair. Staff would like to note that Simpson and Simpson Inc. is also the On-Call asphalt repair contractor for PCWA and comes highly recommended.

Budget Impacts

The funds will be budgeted annually in the Streets and Roads Fund 250 under the professional services code 5660. The cost for the three-year agreement is up to $75,000.

Attachments:

1. Resolution __-2020
2. Rate Sheet
3. Contract

City of Colfax

City Council

Resolution № __-2020

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH SIMPSON AND SIMPSON INC. FOR TWO YEARS, STARTING FY 2020-21, WITH THE OPTION TO RENEW FOR A THIRD YEAR FOR A TOTAL OF $75,000.

WHEREAS, the City desires to retain the services of a contractor for the purpose of an on-call infrastructure improvement service; and,

WHEREAS, the contractor, Simpson and Simpson Inc. is duly licensed and sufficiently experienced to undertake and perform the services in a skilled and professional manner; and,

WHEREAS, the agreement is for two years starting FY 2020-21, with the option to renew for a third year for a total cost of $75,000; and,

WHEREAS, funds will be budgeted annually in the Streets and Roads Fund 250.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into an On-Call Professional Services Agreement with Simpson and Simpson Inc. for two years, starting FY2020-21 with the option to renew for a third year, for a total of $75,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd of April 2020 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2

Item 6F

Simpson and Simpson Inc. On-Call Services Rate Sheet for City of Colfax 2020 (Exhibit A)

Contract Price Breakdown - The City will pay Contractor the contracted price for completion of the serivce in accordance with the contracted documents.

PATCHING/PAVING

Item	Description	1 - 100 Sq/Ft	101 - 300 Sq/Ft	Greater than 300 Sq/Ft		
1	2" AC Over Base	$ 13.46	$ 12.93	$ 12.66		
2	3" AC Over Base	$ 14.52	$ 13.99	$ 13.42		
3	4" AC Over Base	$ 15.05	$ 14.52	$ 13.99		
4	5" AC Over Base	$ 16.09	$ 15.58	$ 15.05		
5	6" AC Over Base	$ 17.15	$ 16.62	$ 16.09		
6	8" AC Over Base	$ 19.27	$ 18.74	$ 18.21		
7	10" AC Over Base	$ 31.67	$ 30.61	$ 29.56		
8	12" AC Over Base	$ 36.95	$ 35.89	$ 34.84		

CHIP/SLURRY SEALING

Item	Description	1 - 300 Sq/Ft	301 -600 Sq/Ft	601 - 1000 Sq/Ft	Greater than 1000 Sq/Ft	
1	Chip Seal Over Base	$ 11.62	$ 11.62	$ 11.62	$ 8.71	
2	Clean/Re-Chipseal	$ 10.56	$ 10.56	$ 10.56	$ 8.71	
3	Sand & Slurry Seal	$ 4.22	$ 4.22	$ 4.22	$ 2.37	
4	Type II Slurry Seal	$ 6.93	$ 5.34	$ 5.28	$ 5.28	
5	Micosurfacing	$ 6.40	$ 5.28	$ 5.28	$ 5.28	

ADJUSTING COVERS

Item	Description	Quantity 1 - 10	Quantity 10 - 30	Quantity Over 30		
1	Water Valve Covers	$ 790.99	$ 509.00	$ 407.20		
2	Manhole/Vault Covers	$ 1,425.20	$ 1,018.00	$ 865.30		

Copy of Simpson Simpson Rate Sheet (Exhibit A)

CITY OF COLFAX

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the City of Colfax, a municipal corporation of the State of California ("City") and Simpson and Simpson Inc. ("Contractor"), who agrees as follows

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 provide and perform all said services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to 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.

Contractor shall, at its sole cost and expense, furnish all labor, equipment, tools, apparatus, insurance, bonds, special services and other materials that may be required for furnishing services pursuant to this Agreement

Section 2. Contract Period.

A. The term of this Agreement shall be for two years beginning July 1, 2020 through June 30, 2022, unless earlier terminated as provided herein. This Agreement may be extended as provided below.

B. The services of Contractor are to commence on July 1, 2020 of this Contract by, and receipt of a Work Order, for each specific task, from the City and shall be undertaken and completed in a prompt and timely manner, in accordance with the specific schedule.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional one-year period, not to exceed a total of three years.

Section 3. 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 4. 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 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 5. 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 6. 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 7. 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.

A. <u>Workers' Compensation Coverage</u>. 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. <u>General Liability Coverage</u>. 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. <u>Automobile Liability Coverage</u>. 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.

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 8. 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 9. Assignment.

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 10. 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 11. 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 12. 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 13. 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.

Section 14. 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 15. 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 16. 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 17. Compliance with Federal, State and Local Laws.

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 18. 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 19. 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 20. Severability.

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 21. 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 22. Time of the Essence.

Time is of the essence in the performance of the Services. The Contractor 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.

A. Time is of the essence for all work completed under this Contract. The minimum response time for the Contractor to be mobilized and fully ready to perform is 10 calendar days after issuance of notice to proceed by the City, unless the City requires emergency installation on a 4 hour advance notice.

For Work to be performed and paid for under emergency conditions, the minimum response time is 4 hours after notification by the City.

B. Contractor shall be ready to commence execution of Work on the date established by the City. City reserves the right to modify or alter the commencement date.

Section 23. 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 Contractor:
Simpson & Simpson Inc.
P.O. Box 6746
Auburn, CA 95604

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

SCOPE OF WORK (Exhibit A)

1. Description

Provide maintenance services for any work that is outside the capabilities of the City of Colfax's Department of Public Works. Work types may include, but are not limited to the following:

- Storm and sanitary manhole repair/replacement
- Storm inlet repair/replacement
- Storm and sanitary pipe repair/replacement
- Sanitary sewer force main repair
- General roadway repair
- Curb, sidewalk, other concrete flatwork
- Sinkhole investigation/repair
- Other incidental infrastructure repair/replacement

2. General

- Contractor shall verify all existing conditions in the field.
- Any areas and structures disturbed during construction shall be restored to the condition at least equal to that which existed prior to the start of construction. Any debris will be removed from the project at the contractor's expense.
- The contractor shall be responsible for the location and preservation of all underground and surface utilities and structures at or adjacent to the site of construction, and it shall be at his own expense to repair or replace anything he damages. The contractor is responsible for verifying the location of all utilities and for scheduling all work involved with utilities directly. All costs related to coordination shall be included in the various items of the proposal.
- All materials, methods of construction and requirements of workmanship shall conform to the following specifications, with the latest revisions to apply:
    - California Department of Transportation (CalDOT) - Standard Specifications for Road and Bridge Construction Standard Roadway Construction/Traffic Control/Bridge Construction
    - Manual on Uniform Traffic Control Devices for Streets and Highways
- All related incidental work, including earthwork, traffic control, dust control, soil erosion and sediment control, cleaning and restoration shall have no specific payment; costs to be included in the other items within the proposal.
- The Contractor shall ensure residents/businesses have access to their homes/businesses during construction. This work shall be included in the various items within the proposal.
- The above Scope of Work outlines the general items and shall not be construed as being all-inclusive.

END OF SCOPE OF WORK

Staff Report to City Council

FOR THE APRIL 22, 2020 REGULAR CITY COUNCIL MEETING

From:	Wes Heathcock, City Manager
Prepared by:	Amy Feagans, City Planner
Subject:	2019 Annual Housing Element Progress Report

Budget Impact Overview:

N/A: √	**Funded:**	**Un-funded:**	**Amount:**	**Fund(s):**

RECOMMENDED ACTION: Discuss and consider adopting Resolution __-2020 accepting the update on the 2019 Annual Housing Element Progress Report and authorize staff to send the report to the State.

Summary/Background

Pursuant to State law, local jurisdictions must provide a progress report on the implementation status of the City's Housing Element to the State of California on an annual basis. The progress report must be considered at a public meeting with the City Council prior to submission to the State.

2019 ANNUAL PROGRESS REPORT

Pursuant to Government Code Section 65400(a)(2) local jurisdictions must provide an Annual Progress Report (APR) to the State of California Department of Housing and Community Development (HCD) and the Office of Planning and Research (OPR) by April 1st (with a 60-day grace period) on the implementation status of the City's Housing Element for the prior calendar year (2019). State law requires local jurisdictions to present the report to the City Council at a meeting prior to submission to HCD and OPR (California Government Code Section 65400(a)(2)(B)).

Staff has prepared a draft completed APR (Attachment 2). The following is a brief summary of the City's completed APR form for 2019:

- Table A lists the planning permit applications for net new residential units deemed complete in 2019. (Nothing to report)

- Table A2 lists the projects for which net new residential units were approved for an entitlement, issued a building permit, or finaled for a building permit. (20 new home building permits issued in 2019 10 for the Sierra Oaks development and 10 for the Shadow Wood development)

- Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for 2019. (Nothing to report)

Attachments

1. Resolution __-2010
2. 2019 Housing Element Annual Progress Report

City of Colfax

City Council

Resolution № __-2020

ACCEPTING THE UPDATE ON THE 2019 ANNUAL HOUSING ELEMENT PROGRESS REPORT AND AUTHORIZE STAFF TO SEND THE REPORT TO THE STATE

WHEREAS, California Government Code Section 65400(a)(2) requires the planning agency to provide an annual report to the City Council, the Governor' s Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2019, utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax accepts the update on the 2019 Annual Housing Element Progress Report and authorizes staff to send the report to the State.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd of April, 2020 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Marnie Mendoza, Mayor

ATTEST:

____
Jaclyn Collier, City Clerk

Attachment 2

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Colfax	
Reporting Year	2019	(Jan. 1 - Dec. 31)

(CCR Title 25 §6202)

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types	
1					2	3
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner
Summary Row: Start Data Entry Below						
	101-210-009	508 Chase Ct	Sierra Oaks Estates		SFD	O
	101-210-010	512 Chase Ct	Sierra Oaks Estates		SFD	O
	101-210-011	516 Chase Ct	Sierra Oaks Estates		SFD	O
	101-210-018	408 Rubicon Ct	Sierra Oaks Estates		SFD	O
	101-210-019	404 Rubicon Ct	Sierra Oaks Estates		SFD	O
	101-210-020	400 Rubicon Ct	Sierra Oaks Estates		SFD	O
	101-210-031	1127 Sierra Oaks Dr	Sierra Oaks Estates		SFD	O
	101-210-032	1123 Sierra Oaks Dr	Sierra Oaks Estates		SFD	O
	101-210-033	1119 Sierra Oaks Dr	Sierra Oaks Estates		SFD	O
	101-210-034	1115 Sierra Oaks Dr	Sierra Oaks Estates		SFD	O
	006-061-028	111 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-029	113 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-030	115 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-031	117 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-032	119 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-033	120 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-034	118 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-035	116 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-036	114 Shadow Wood Pl	Shadow Wood Place		SFD	O
	006-061-037	112 Shadow Wood Pl	Shadow Wood Place		SFD	O

Item 9B

Staff Report to City Council

FOR THE APRIL 22, 2020 REGULAR CITY COUNCIL MEETING

From:	Wes Heathcock, City Manager
Prepared by:	Laurie Van Groningen, Finance Director
Subject:	Quarterly Sales Tax Analysis

Budget Impact Overview:

N/A: √	**Funded:**	**Un-funded:**	**Amount:**	**Fund(s):**

RECOMMENDED ACTION: Accept and File.

Summary/Background

Sales and Use Tax revenue is the largest revenue source in the City General Fund and accounts for approximately 60% of total unrestricted revenues. The unusual circumstance related to the Covid-19 outbreak is expected to cause a massive decrease in consumer spending and is expected to have a significant impact on Sales and Use Tax Revenue across our State and Nation.

The City of Colfax contracts with HdL Companies (HdL) to manage and analyze Sales and Use Tax Revenues. The City has received the final Accounting for the quarter ended December 31, 2019 – and those actuals are reflected in the chart below. In addition, HdL has provided "HdL Companies – California Forecast – Sales Tax Trends and Economic Drivers April 2020 Revised" (copy attached) which provides a consensus forecast of Statewide sales tax trends for the balance of fiscal year 2019-2020 and for the fiscal year 2020-2021. The forecast is provided by major industry group projections, and we have been able to apply the individual forecasts to the City of Colfax business base to calculate estimated projections for the balance of this fiscal year and for the next fiscal year.

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	TOTAL	Budget	% of Budget	Budget Diff
Fiscal Year 2020-2021					$ 1,358,475	*TBD*		
Fiscal Year 2019-2020	$ 457,737	$ 320,975	$ 252,903	$ 223,564	$ 1,255,178	$ 1,450,000	87%	$ (194,822)
Fiscal Year 2018-2019	$ 354,152	$ 353,870	$ 336,721	$ 356,865	$ 1,401,608	$ 1,350,000	104%	$ 51,608
% Change - Previous Calendar Qtr	*28%*	*-30%*	*-21%*	*-12%*				
% Change - Same Qtr - Prev Year	*29%*	*-9%*	*-25%*	*-37%*	*-10%*			

Forecasting Sales and Use Tax Revenue is a challenge under normal circumstances. The forecasts reported by HDL were developed in early April and assume that the statewide "shelter in place" directive will continue until the end of May and assumes the virus will run its course through the end of September. Additionally, the percentage changes in HdL's quarterly forecasts are statewide, and individual jurisdictions will have their own distinctive sales tax demographics and business characteristics.

On March 30, Governor Newsom signed an Executive Order allowing the California Department of Tax and Fee Administration (CDTFA) to offer a 90 day extension for sales, use and transactions tax returns and tax payments for all businesses filing a return for less than $1 million in tax liability. In addition, small businesses will be able to enter into a 12-month, interest-free, Installment Plan Agreement (IPA) for up to $50,000 of sales and use tax liability. This Executive Order is described in the attached "HdL Companies – Issue Update April 2020". This Executive Order may provide some relief to the small businesses in the City of Colfax, but would also create potential revenue delays to the City. Based on HdL website reports, there are 66 potential businesses in the City which could participate in this program – which represents nearly 94% of all businesses. The estimated impact to City cash flow is approximately $239,000 for the twelve month period.

New information in this pandemic period seems to come about daily and Staff will continue to monitor and provide updates as additional information is reported.

Attachments

1. Graph – City of Colfax - Retail Sales Tax Revenues
2. Chart – City of Colfax – Retail Sales Tax History
3. HdL Companies – California Forecast – Sales Tax Trends and Economic Drivers – April 2020 Revised
4. HdL Companies – Issue Update April 2020

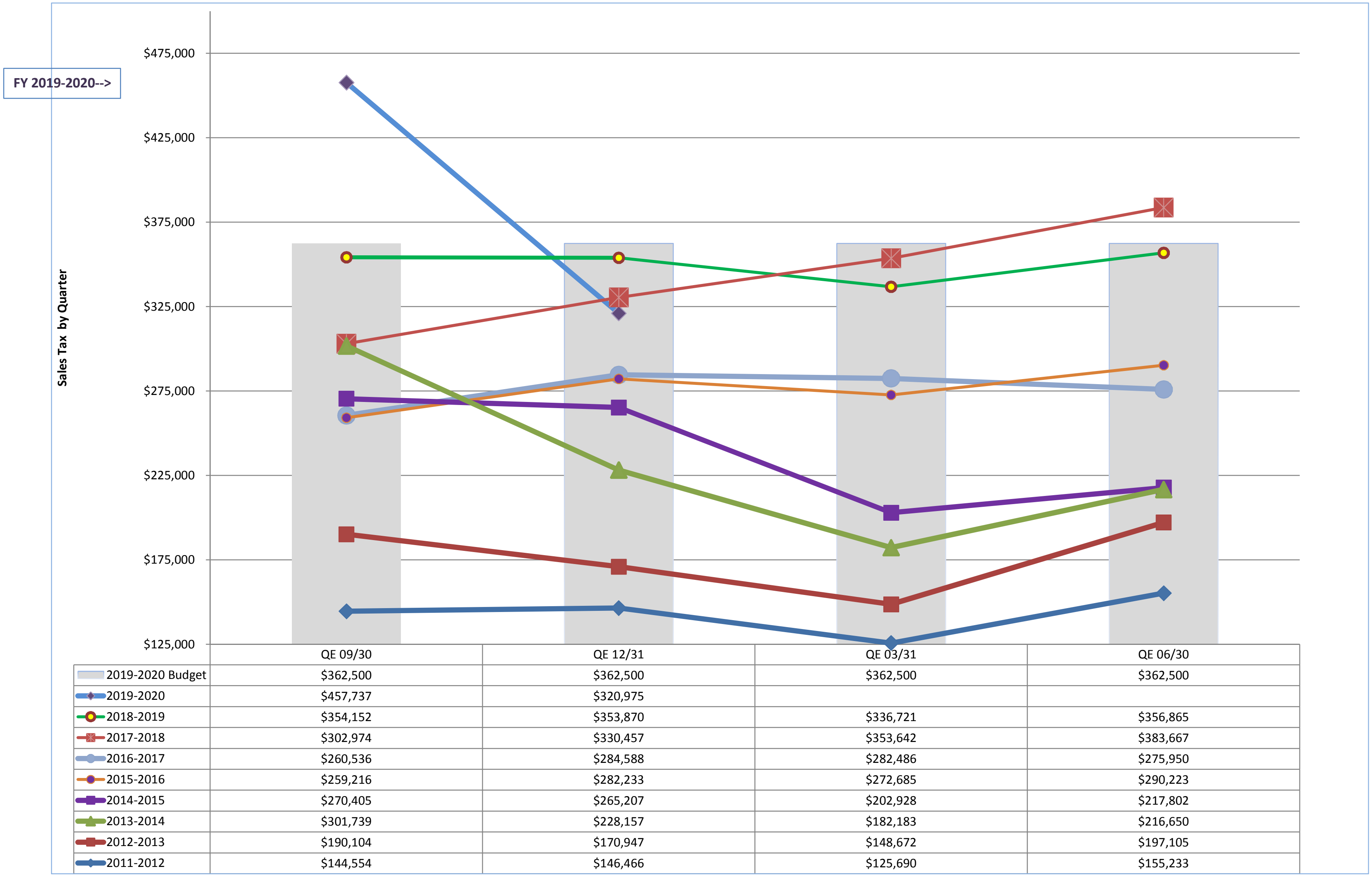
Item 9B

Attachment 1

City of Colfax

Retail Sales and Use Tax Revenues

(Actuals Through Quarter Ended 12/31/2019)



	QE 09/30	QE 12/31	QE 03/31	QE 06/30
2019-2020 Budget	$362,500	$362,500	$362,500	$362,500
2019-2020	$457,737	$320,975		
2018-2019	$354,152	$353,870	$336,721	$356,865
2017-2018	$302,974	$330,457	$353,642	$383,667
2016-2017	$260,536	$284,588	$282,486	$275,950
2015-2016	$259,216	$282,233	$272,685	$290,223
2014-2015	$270,405	$265,207	$202,928	$217,802
2013-2014	$301,739	$228,157	$182,183	$216,650
2012-2013	$190,104	$170,947	$148,672	$197,105
2011-2012	$144,554	$146,466	$125,690	$155,233

Attachment 2

City of Colfax

Retail Sales and Use Tax Revenues

City of Colfax

Sales and Use Tax Revenue History

		Actuals	Change	% Change
1999-2000		$ 478,169		
2000-2001		$ 484,801	$ 6,632	1%
2001-2002		$ 592,392	$ 107,591	22%
2002-2003		$ 581,749	$ (10,643)	-2%
2003-2004		$ 601,276	$ 19,527	3%
2004-2005		$ 707,515	$ 106,239	18%
2005-2006		$ 749,583	$ 42,068	6%
2006-2007		$ 752,431	$ 2,848	0%
2007-2008		$ 648,989	$ (103,442)	-14%
2008-2009		$ 540,051	$ (108,938)	-17%
2009-2010		$ 538,549	$ (1,502)	0%
2010-2011		$ 551,953	$ 13,404	2%
2011-2012		$ 571,943	$ 19,990	4%
2012-2013		$ 706,828	$ 134,885	24%
2013-2014		$ 928,729	$ 221,901	31%
2014-2015		$ 956,342	$ 27,613	3%
2015-2016	*	$ 1,104,357	$ 148,015	15%
2016-2017		$ 1,103,560	$ (797)	0%
2017-2018		$ 1,370,741	$ 267,181	24%
2018-2019		$ 1,401,608	$ 30,867	2%

**Included true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015*

Attachment 3

Item 9B

CALIFORNIA FORECAST

SALES TAX TRENDS AND ECONOMIC DRIVERS

APRIL 2020 REVISED

HdL Companies

Sierra Foothills, California

HdL provides relevant information and analyses on the economic forces affecting California's local government agencies. In addition, HdL's Revenue Enhancement and Economic Development Services help clients to maximize revenues.

HdL serves over 500 cities, counties and special districts in California and across the nation.

Delivering Revenue, Insight and Efficiency to Local Government Since 1983

HdL Companies

FY 19/20 & 20/21 FORECAST

Given the unusual circumstances we are all living in today, we have modified the April 2020 HdL Consensus Forecast. We are providing broader explanations about two major ongoing events which impact fiscal year 2019/20 and 2020/21 statewide sales tax trends. As is our tradition, we also offer context that supports our major industry group projections. We trust this information communicates clearly a broad understanding of where sales tax revenue is headed, knowing these vital resources are essential to addressing your communities needs during these trying times.

CORONAVIRUS (COVID-19) Impacts on California Sales Tax

The swift reaction by consumers and businesses to the outbreak of coronavirus (Covid-19) in the U.S. has caused a massive decrease in spending on certain goods and services. The national and state response combined with the uncertainty of how long the presence of the virus will disrupt the U.S. economy has made forecasting local government revenues particularly challenging. This forecast was developed in early April after numerous news updates detailing ”shelter-in-place” related impacts, comparisons to previous economic downturns like the Great Recession, studying the data, reports and projections of many industry specific analysts and monitoring various updates up to that time.

The forecast assumes that the statewide ‘shelter-in-place’ directive will continue until the end of May 2020, although volume testing may allow health care agencies an understanding of the extent of the virus and implement more site specific containment actions that allow some businesses and schools to slowly reopen and return to work. Based on recovery reports from China and South Korea, our forecast still assumes that the virus will have run its course by the end of September, however it does not consider a return of the virus and potential economic impacts after the current period at this time. Under our ‘end of May’ scenario, declines in sales tax revenues are expected to continue through the fourth quarter of 2020 with only moderate gains for several quarters thereafter. With the most dramatic decreases expected during the first and second quarters of 2020, future comparisons to these periods will be positive. However, overall dollars will still be less than the same period in 2019 noting a prolonged flat rebound.

Already marginal or overly leveraged businesses still may not survive a lengthy shutdown even with federal subsidies and our observation from previous downturns; the return to previous spending patterns after significant income interruptions is not immediate and often evolves. Consumers may now take even more time to fully get back to previous leisure travel, dining and discretionary spending habits. Businesses similarly may become more cautious about capital investment and the number of employees to hire after emerging from an economic crisis. Business travelers who had to resort to teleconferencing may continue to teleconference. Formerly avid brick-and-mortar shoppers may find that online shopping and delivery services suits them just as well.

The percentage changes in HdL’s quarterly forecasts are statewide. Every local jurisdiction has its own distinctive sales tax demographics and business characteristics and the depth of the impact will vary. Further, as individual client budget forecasts are constructed, we will continue to monitor for subsequent economic changes that may have not been reflected in earlier forecasts.

Attachment 3

Item 9B

HdL Companies

HDL CONSENSUS FORECAST – APRIL 2020

STATEWIDE SALES TAX TRENDS

TOTAL 1Q20 -7.5% | 2Q20 -36.1% | 2020/21 -1.5%

Autos/Transportation

1Q20 -12.0% | 2Q20 -55.0% | 2020/21 -6.3%

Numerous industry observers including Cox and JD Power have predicted 80% or more declines in auto sales while Shelter-in-Place (SIP) regulations are in force, similar to reported results from Chinese auto dealers in February. Anecdotal reports indicate sales may now indeed be declining near that amount. Once showrooms are fully reopened, sales are expected to remain depressed as consumers suffer from lob losses and heightened levels of economic anxiety. Recent industry forecasts from ALG, JD Power, RBC and others predict new car sales decreases anywhere from 10 to 34% in 2020 overall. HdL is projecting a decrease of 25% for the auto/transportation category as a whole, exceeding the 20% worst annual decline seen in 2008 during the Great Recession.

Building/Construction

1Q20 -7.0% | 2Q20 -40.0% | 2020/21 -0.1%

Recent regional decision makers have put most construction on hold; the threat remains that jurisdictions outside the Bay Area will stop work for prolonged periods during the next 3 months. Supply chain issues are a problem but manageable in the near term. Some jurisdictions are having difficulty keeping up with required inspections with some handling it remotely or others allowing self-inspection. As the pandemic continues, permit levels will decline, leading to less work for future periods. Without government incentives, housing development is likely to dry up as the effects of growing unemployment further limit the pool of prospective buyers. Commercial projects, although holding entitlements and permits, may no longer pencil. Even if construction demand remains strong after the pandemic passes, existing capacity limits will throttle growth as crews must first deal with the growing backlog of work.

Business/Industry

1Q20 -15.0% | 2Q20 -30.0% | 2020/21 -5.4%

Most categories within this group are expected to decline over next few quarters with the Coronavirus disruption of supply chains deepest in first and second quarters. Companies needing components for manufacture of consumer electronics, pharmaceuticals, machinery and trucks may be particularly impacted. Depending on inventory availability, there may be a temporary boost in the demand for food processing, medical, and telecommunication equipment and supplies. The major winner will be for industrial zoned fulfillment and logistics centers that also happen to be “point of sale” for the products that they ship. The Coronavirus quarantines are expected to accelerate the shift from brick and mortar stores to online shopping and produce double digit gains in those specific cases.

Food/Drugs

1Q20 5.0% | 2Q20 5.0% | 2020/21 2.0%

The current pandemic has not restricted access to grocery and drugs stores. While operational and safety modifications have occurred, consumers can still acquire household essentials at both chain and local establishments. Some products are in short supply, temporarily, as anxious shoppers acquire larger quantities of certain products. Cannabis businesses are also open and expected to perform fairly well, given the circumstances. The SIP mandates create expectations to merchandise from this group being delivered directly to homes or through curbside pickup.

Fuel/Service Stations

1Q20 -10.0% | 2Q20 -50.0% | 2020/21 0.0%

As a result of COVID-19, the consumption of fuel, have either slowed or stopped. The combination of strong supply and weak demand for fuel has pushed oil barrel prices down to historically low levels. Fuel prices in California are now averaging less than $3 per gallon. With lower prices and less fuel being consumed because of SIP restrictions, taxes generated are expected to significantly drop in the second quarter of 2020 and remain down until the middle of the first quarter of 2021. Oil prices should then increase into the range of $45 to $55 per barrel toward the end of 2021 and into 2022. However, oversupply may keep gas prices relatively low and moderate potential sales tax recovery.

HdL Companies

HDL CONSENSUS FORECAST – APRIL 2020

STATEWIDE SALES TAX TRENDS

TOTAL 1Q20 -7.5% | 2Q20 -36.1% | 2020/21 -1.5%

General Consumer Goods

1Q20 -15.0% | 2Q20 -45.0% | 2020/21 -2.5%

Core retail sales are expected to see significant drops as society practices social distancing measures to combat the spread of COVID-19 at the recommendation of health professionals and government leaders. With SIP orders expected to continue well into the second quarter of 2020, the effect on consumer spending and retail sales are expected to be extremely disturbed. Shuttered malls, shopping centers and retailer stores all will be adversely impacted. State and federal programs are being set up to assist small businesses to temper short term cash flow declines and permanent closures. While the immediate fallout subsides, brick and mortar retail sales are expected to be bleak into the summer months. As consumer confidence drops and employment woes set in, the effects are projected to negatively impact discretionary spending throughout the remainder of 2020.

Restaurants/Hotels

1Q20 -10.0% | 2Q20 -60.0% | 2020/21 -6.5%

The restaurant industry is reporting 65% drops in revenue and the hotel industry is reporting drops of over 85% due to the COVID-19 shelter-in-place. Restaurants and other facilities that prepare and serve food are restricted to delivery or take-out. Consumers are shifting their food spending to groceries as quarantines continue, which could impact the long-term outlook for the sector if dining habits change. After the shelter-in-place is lifted, dining rooms are expected to operate at reduced capacity for continued social distancing. This industry is very vulnerable to closure given the already increasing tight operating margins and staff costs pre virus impacts. Most major hotels have laid off most of the staff, while others have announced they will temporarily shut down.

State and County Pools

1Q20 15.0% | 2Q20 10.0% | 2020/21 7.3%

This is one segment that is expected to stay positive, even in the midst of the virus crisis. The primary driver is the coincidental arrival of new out of state taxes; early results from the Wayfair decision implementation, which launched in the second quarter of 2019 under AB147, added new revenues at the State and local level. The marketplace facilitator phase started October 1st; current and next year forecasting comprises Wayfair's total impact on anticipated use taxes distributed via the countywide pools. Online shopping surged in March as buyers complied with crowd avoidance mandates; some chose to stock up early expecting weeks of limited store access. Going forward, spending will be focused on high priority necessities, balanced against available retailer inventories and rapid increases in unemployment which shrinks overall purchasing capacity.

Proposition 172 projections vary from statewide Bradley-Burns calculations due to the state's utilization of differing collection periods in its allocation to counties. HdL forecasts a statewide decrease of -8.19% for Fiscal Year 2019/2020 and -1.82% in 2020/2021.

NATIONAL AND STATEWIDE
ECONOMIC DRIVERS

BEACON ECONOMICS

2020/21 | 2021/22

U.S. Real GDP Growth 0.1% | 2.0%

The current state of affairs in the global and U.S economy is unlike anything experienced in modern times, and like many forecasting organizations, Beacon Economics is working to fully grasp the scope of what is happening and exactly how it might shift the economic outlook. There are many potential outcomes to this crisis. And while it is easy to underestimate the resilience of the U.S. economy, that does not diminish the risks posed by the worldwide Coronavirus (Covid-19) pandemic – it is the greatest threat to the nation's economic expansion in over a decade. Despite it all, it is by no means fait accompli that the U.S. economy is about to fall into a recession of any scale, much less a major one At the center of the uncertainty are the actions being taken by businesses, consumers, and regulators to contain the disease. There have been wholesale cancelations of conferences, travel, sporting events, live entertainment, and really any forum in which large groups of people gather. Public health mandates, both voluntary and otherwise, have led many businesses to implement short run work-from-home policies for their employees and caused restaurants and bars across the nation to close temporarily. This sudden halt in economic activity will create turmoil in the economy in the coming weeks and it is highly likely that the U.S. economy will experience negative growth in the second quarter. But if the shock is short lived enough, the economy will catch up, possibly with a positive third quarter that makes up for much of the loss in the second.

U.S. Unemployment Rate 5.0% | 3.4%

The March employment numbers will surely be grim. Initial unemployment claims are already crashing some state's computer systems due to demand and will likely jump more quickly than ever before. Many businesses will continue to operate but will experience a loss in productivity driven by absent employees and the basic complications of unexpected work-from-home policies. But as dramatic as these changes are, such a shock is not necessarily recession causing. As long as current public health measures are sufficient to prevent the Coronavirus from becoming truly widespread across the nation, it is business delayed rather than business cancelled.

CA Total Nonfarm Employment Growth 1.5% | 1.3%

The fourth quarter of 2019 marked the end of ten years of strong expansion for the California economy. Over the course of the past decade, nearly 3.5 million nonfarm jobs were added to the state, at a growth rate of 23%. In the preceding decade, fewer than one-quarter of a million jobs were added to California's economy, a growth rate of 1.5%. However, the state is in a different economic reality than before the COVID-19 pandemic hit. The California economy does enter this crisis from a position of strength.

CA Unemployment Rate 4.0% | 4.0%

The big unknown is how long the shock to the economy will last. The CDC has recommended that public gatherings of more than 50 people cease for 8 weeks. In addition, we know that university closures will last for many months. While university employees will be paid, many businesses surrounding universities will be adversely affected as staff and students are their primary source of income. Coupled with federal stimulus, and a resumption of some semblance of normalcy within a couple of months, immediate economic hardship could be somewhat temporary, with consumption deferred to a later period. But those dark clouds could turn into a storm for the state's economy if this unprecedented draw down in peacetime consumption endures into the summer.

CA Median Existing Home Price $532,216 | $564,823

The state's strong fourth quarter paints a picture that is a far cry from the beginning of the year when the stock market had just seen a major correction, there was anxiety about trade uncertainty, and forecasts about a national and global slowdown were coming from all quarters. Unfortunately, the anxiety has returned due to the COVID-19 pandemic. Home prices won't drop under our baseline scenario, but the likelihood of them being affected continues to I crease the longer the situation drags on.

CA Residential Building Permits 126,449 | 131,572

The number of housing permits issued in the state peaked in the first quarter of 2018 and has trended lower since then. Even before this downturn, the state was in the midst of a housing shortage. As the shortage persists, it will create two primary effects. First, it will put upward pressure on housing prices, exacerbating affordability problems, and second (relatedly), it will shape the nature of the state's labor force.

Beacon Economics

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Beacon Economics has proven to be one of the most thorough and accurate economic research/analytical forecasting firms in the country. Their evaluation of the key drivers impacting local economies and tax revenues provides additional perspective to HdL's quarterly consensus updates. The collaboration and sharing of information between Beacon and HdL helps both companies enhance the accuracy of the work that they perform for their respective clients.

Attachment 4

Item 9B

HdL Companies

ISSUE UPDATE
APRIL 2020

Governor Executive Order and CDTFA Payment Plan

Last week Governor Newsom introduced two programs to temporarily defer sales tax liabilities for California businesses. These programs, which could defer more than $3 billion statewide, and provide relief for up to 300,000 businesses, will have a significant impact on local government budgets. While some questions remain, the following describes the programs, including a Q&A and provides links to calculations prepared by HdL showing the estimated impacts of these programs on Bradley-Burns sales tax revenues for cities and counties.

Executive Order 90-Day Sales Tax Payment Extension

On March 30, Governor Newsom signed an Executive Order allowing the California Department of Tax and Fee Administration (CDTFA to offer a 90-day extension for sales, use and transactions tax returns and tax payments for all businesses filing a return for less than $1 million in tax liability. This order automatically enrolls qualified businesses allowing them until the end of July to file their first-quarter returns. Deferrals for taxpayers with tax liabilities above the $1 million threshold which are undergoing hardship due to the COVID-19 outbreak will be considered on a case by case basis. The order also extends the statute of limitations to file a claim for refund by 60 days to accommodate tax and fee payers. The Executive Order may be found in the link below:

Governor Gavin Newson Executive Order N-40-20

HdL's Projected Impact of Sales Tax Receipts - 90 Day Extension

CDTFA Small Business Relief Payment Plans

In addition to the 90-Day Sales Tax Extension Plan, small business taxpayers will be able to enter into a 12-month, interest-free, Installment Plan Agreement (IPA for up to $50,000 of sales and use tax liability. Small businesses defined under this order are businesses with less than $5 million in taxable annual sales. This means that a small business that would typically remit sales tax in April can enter into an IPA to spread their 1st Quarter 2020 liability over a twelve-month period. A business that takes advantage of this program will owe their first payment on August 31, 2020 if they utilize this program and combine it with the three-month (90 day extension, as described above. All payments made under this plan will be 1/12 of their liability.

Taxpayers that do not exceed the $50,000 cap with their 1st Quarter 2020 liability can add future sales tax liabilities up to the $50,000 cap, by amending their IPA. However, the payoff terms will not extend beyond July 31, 2021. No additional interest relief will be given past this date for the impacted periods.

The maximum amount that any taxpayer can defer, interest-free under this relief effort, is $50,000. However, the CDTFA will work separately with businesses that need a payment plan for a sales tax liability amount higher than $50,000. The CDTFA's relief guidance may be found in link below:

CDTFA COVID-19 State of Emergency Relief

HdL's Projected Impact of Sales Tax Receipts - $50K Payment Plan

Question & Answer

How will the April advance be calculated? What adjustments will be made to account for the 90-day deferral program and the Relief Payment Plan?

Advances will be calculated in the same manner, however, there may be a slight decrease as a result of extension requests. The CDTFA cannot pay out funds which have not been received. The CDTFA will provide updates on April advances once final amounts have been determined.

Will a similar plan be created for special taxes accounts (Alcoholic Beverage Tax, Cannabis Tax, Cigarette Taxes, etc.)?

At this point, the program is only available for sales, use and transactions tax liabilities.

Which businesses qualify for the 90-day payment extension?

All businesses with filing liabilities of $1 million annually will be automatically enrolled in the payment extension.

Is the 90-day payment extension a one-time program?

As of now, yes. It's an extension that is consistent with CDTFA disaster statutes. The primary difference being taxpayers don't need to request the extension or principal & interest relief under penalty of perjury.

How will the payment plans work?

Qualifying sales and use taxpayers with deferred liabilities up to $50,000 will pay their tax due in 12 equal monthly installments. No interest or penalties will be assessed against the liability.

Does the taxpayer have to file a return to set the liability threshold and start the process of applying for the $50,000 loan?

Yes, that is correct.

When will the deferred payments begin and end?

Deferred payments for 1Q20 will begin on August 31, 2020 and will end on July 31,2021. Qualified businesses will be able to make 12 equal payments each month to cover 1Q20's total liability.

Example: A business has a total 1Q20 liability of $12,000. This business will be able to pay $1,000 each month for 12 months to fulfill its total liability for 1Q20.

Does the $50,000 deferral apply to the total sales and use tax rate including state and countywide rates? As an example, in Los Angeles County where the base rate is 9.5%, a taxpayer could defer taxes on $526,315, of which the local portion would be $5,263 - is that correct?

Yes, total taxes include all state and countywide rates.

If a return is not paid in full, will the local tax be reduced across all agencies proportional to the amounts due each jurisdiction, and likewise paid back using that same proportion?

Yes, as money is received/paid, it is allocated in proportion to funds as reported on the returns filed. This is how both CDTFA's legacy system (IRIS) and CROS is programmed.

What if taxpayers owe more than the $50,000 limit on the relief?

The maximum amount that any taxpayer can defer, interest-free under this relief effort, is $50,000. If a taxpayer owes more than $50,000 and needs a payment plan for the amount over $50,000 the CDTFA will work with these taxpayers to establish a payment plan that handles both interest-free and interest-accruing balances.

What if taxpayers with more than $5 million in annual taxable sales need this relief?

The CDTFA will work with these taxpayers to establish a payment plan on a case by case basis.

How will the CDTFA monitor taxpayers over the next few quarters to determine when they have reached the $50,000 Relief Payment Plan cap?

CDTFA staff will work with taxpayers that request to be enrolled in the Relief Payment Plan to determine eligibility.

Will either of these programs be available to Marketplace Facilitators that are collecting taxes for small businesses?

Yes, if businesses qualify based on the thresholds set in place per the Governors Executive Orders. The $1 million in statewide sale and use tax liability is the threshold for the three-month extension. Those above that for the period in question will NOT be automatically extended or waive of principal & interest payments. The $5 million in annual taxable sales or LESS is for the "tax layaway" or loan plan.

Item 9C

Staff Report to City Council

FOR THE APRIL 22, 2020 REGULAR CITY COUNCIL MEETING

From:	Wes Heathcock, City Manager
Prepared by:	Wes Heathcock, City Manager
Subject:	COVID-19 Economic Loss Compensation Request Letter

Budget Impact Overview:

N/A: √	**Funded:**	**Un-funded:**	**Amount:**	**Fund(s):**

RECOMMENDED ACTION: Discuss the draft letter requesting compensation for COVID-19 economic loss and direct staff accordingly.

Summary/Background

During the April 8th City Council meeting Good of the Order, Councilmember Fatula requested staff to agendize the COVID-19 economic loss compensation draft letter on the April 22nd City Council meeting council business. Councilmember Fatula provided the Attachment 1 draft letter for council's consideration.

Staff is requesting council discuss the draft letter requesting compensation for the COVID-19 economic loss and direct staff accordingly.

Budget Impacts

N/A

Attachments

1. Draft Letter

Mayor Mendoza, City Council Members, Wes Heathcock,

I would like to request that we discuss the attached letter and spread sheet on the financial impacts that the Quarantine and business recovery ramp-up will have on Colfax's income sources at our next City Council meeting. From the attached analysis assuming optimistic conditions the analysis shows between a 35 to 57% drop in our revenue. It may actually be worse than this due to our sales tax primarily coming from one auto dealer and according to today's President Trump briefing, auto manufacturing (and thus potentially sales) are projected to lag several months behind the general recovery. Additionally, as we don't know if the Quarantine will be extended, the numbers could be more negative (worse) than these projections.

The 35 to 57% drop translates into $428K to $693K which will be a big tightening of our belt should we not find a source of relief to help.

I believe we should request help from both the County and State for some type of grant to cover this damage directly incurred from the Governor's Quarantine order (which was good to get this virus under control) and the impacts thereof.

I have drafted a "mock-up" letter as a starting point for us to consider.

Second, I believe we should hold a workshop on how we are going to tighten our belt financially in this crisis, as every month we delay only causes the problem to grow larger.

Dr. Joe Fatula
Colfax City Council
Colfax, CA
408-406-7014
Joe.fatula@colfax-ca.gov

Attachment 1

Item 9C

Dear Placer County Board of Supervisors,

The City Council of the City of Colfax is requesting your help on the impact that the Corona Virus Quarantine will have on Colfax. This impact is a direct result of the quarantine imposed by the Governor for the good of the health of the State of California.

There are two time frames to consider related to the impacts to Colfax and its ability to operate:

1. Quarantine Period (March – 13 days, April – 30 days --- 43 days total)
2. Initial Commerce Recovery Period (May 1 through December 31, 2020)

Background:

Colfax has three main sources of revenue. In a per year basis these are:

	Revenue [K$]	%
Sales Tax	1,450	79%
Transient Occupancy Tax (TOT)	16	1%
Property Tax	369	20%
Total	1,835	

Total from Commerce	1,466	80%

Commerce controls 80% of the revenue sources.

Quarantine Period (43 days):

The current quarantine period is a total of 43 days ending on April 30, 2020. Should the quarantine be extended then these numbers are impacted further.

The level of commerce activity and thus tax income is projected to drop between 50% and 90% during this period. For Colfax, this is more alarming since the majority of our sales tax revenue comes from auto sales and service pushing us closer toward the 90% level of drop vs the 50% level.

This translates into the following projected loss between 86K and 155K or 5 to 8% of the annual revenue:

	Revenue [K$]	% of 2019
At 50% Drop in Commerce	-86	-5%
At 90% Drop in Commerce	-155	-8%

This impact will show up when the March/April funds are transferred to the City.

However, if the governor or the county extends the quarantine period beyond the month of April, then these losses will be compounded by that extension.

Initial Commerce Recovery Period (May 1 through Dec. 31, 2020):

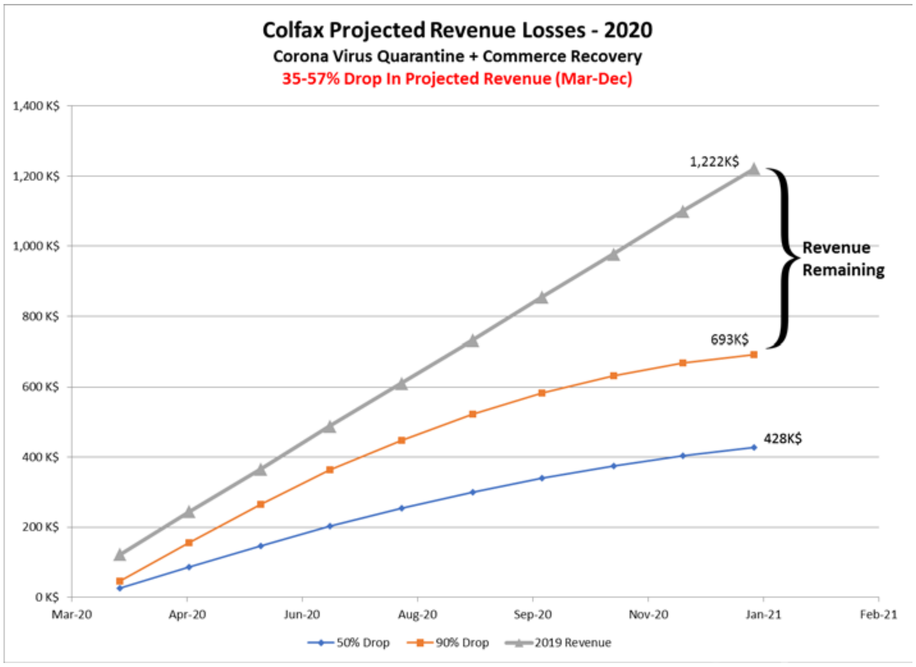
The loss picture is actually much more bleak than this.

It is presently unknown how fast economic activity will ramp back up after the quarantine is lifted and for Colfax, how fast auto sales will resume for the majority of this income.

To get a fair projection, we are going to assume the following:

- Commerce resumes on May 1, 2020
    - Case 1: at 10% of May 2019
    - Case 2: at 50% of May 2019
- Commerce will linearly ramp up and reach 80% of Dec 2019 by December 2020

Graphically showing the Quarantine Loss plus the Recovery Projected Losses:



The gray ▲ line shows the 2019 revenue cumulated from May through December. The orange ■ line shows the impact if the commerce drops 90% to the 10% level in May and grows linearly by month to reach 80% by December. The blue ◆line show the impact if commerce drops 50% in May and grows linearly to 80% by December.

In total the projected losses of income to operate the City of Colfax will drop between 35 to 57% creating a shortfall of income between $428K to $693K compared to the 2019 commerce revenue of $1,222K or with Property Tax included a total revenue of $1,835K.

Also, as stated earlier, a majority of the sales tax comes from Auto Sales from a single dealer. With auto sales projected to be several months delayed in the recovery (as per President Trump's daily report of April 9, 2020) this analysis may be a best case with the real case having still lower revenue.

The City of Colfax is proactively seeking help from the County and State to cover the projected losses.

We would like to request a grant from the County to help cover these losses to help us through this disaster.

We are open to other ideas on how to address this shortage but a drop between 1/3 and ~60% is severe for Colfax.

Colfax City Council
Colfax, CA