



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

May 13, 2020

Closed Session: 5:00PM

Regular Session: 6:00PM

The open session will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/86329906707>

Dial in by calling one of the numbers listed below and enter the Webinar ID: 863 2990 6707

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Or join via Facebook Live on our City of Colfax page: City of Colfax California

1 **CLOSED SESSION**

1A. **Call Closed Session to Order**

1B. **Roll Call**

1C. **Public Comment on Closed Session Items**

1D. **Closed Session**

- a) Conference with Labor Negotiators pursuant to Government Code Section 54957.6. City's designated representatives: City Manager Wes Heathcock and Labor Consultant Dennis Batchelder. Employee organization: General unit employees represented by IUOE, Stationary Engineers, Local 39.
- b) 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.

***** NOTE:** Public Comment for Closed Session items will be taken via email and must be received no later than 24 hours prior to the Closed Session meeting date and time. Please submit Closed Session Public Comments to city.clerk@colfax-ca.gov ***



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 PRESENTATION)

5 PUBLIC HEARING (NO 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.

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 – Special Meeting Workshop of April 1, 2020** (Pages 4-6)

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

- 6B. **Minutes – Regular Meeting of April 22, 2020** (Pages 7-10)

Recommendation: Approve the Minutes of the Regular Meeting of April 22, 2020

- 6C. **FY 2020/2021 SB1 Funding Project List** (Pages 11-14)

Recommendation: Adopt Resolution __-2020 adopting a list of potential projects to be funded in full or in part by SB1: The Road Repair and Accountability Act, ensuring eligibility for State of California Road Maintenance and Rehabilitation Account (RMRA) revenues.

- 6D. **Inland Business Systems Copier Agreement** (Pages 15-25)

Recommendation: Adopt Resolution __-2020 authorizing the City Manager to enter into a 60-month agreement with Inland Business Systems for Xerox copier services not to exceed \$25,000.

- 6E. **Contract Award for Kneeland Street Underground Drainage Improvements** (Pages 26-29)

Recommendation: Adopt Resolution __-2020 authorizing the City Manager to award a construction contract to Koslin Construction Incorporated in the amount of \$86,225 and authorize the City Manager to execute change orders up to \$8,623 for a not to exceed amount of \$94,848.



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. **Potential Traffic Control Measures – S. Foresthill St. Area** (Pages 30-61)

Recommendation: Approve a report outlining potential traffic control measures for an area of the City centered around S. Foresthill St.

9B. **PG&E Community Resource Center Sublet Agreement** (Pages 62-70)

Recommendation: Discuss and consider adopting Resolution __-2020 authorizing the City Manager to enter into a Public Safety Power Shutoff sublet agreement for 7 North Main Street.

10 GOOD OF THE ORDER

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

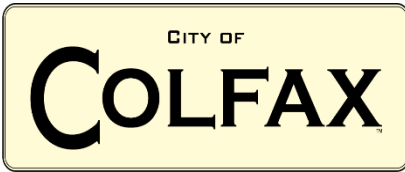
11 ADJOURNMENT

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


Jaclyn Collier, City Clerk

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





City Council Minutes

Special Workshop Meeting of Wednesday, April 1, 2020
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 PUBLIC COMMENT

Mayor Mendoza started the Special Workshop Meeting at 9:16AM.

Roll Call:

Present: Mendoza, Burruss, Douglass, Fatula

Absent: Lomen

1A. **Open Public Comment**

Mayor Mendoza opened public comment.

No public comment.

Public comment closed.

2 WORKSHOP

2A. **Community Development Block Grant (CDBG) Application Workshop**

Action: Receive presentation, discuss, and direct staff.

City Manager Heathcock provided background information.

Lorie Adams with Adams Ashby Group Inc., CDBG Application Consultant, provided information about Colfax's eligibility as well as Adams Ashby Group Inc. She explained what CDBG is and funding application. Ms. Adams spoke about the projects CDBG can enhance and how to plan out for the next funding cycle.

Councilmember Burruss provided what the acronym CDBG stands for, Community Development Block Grant.

Ms. Adams talked about past funding limiting to a certain dollar amount, and have increased amount to \$3.5 million. She provided information about Economic Development Over the Counter projects up to 5 million, working with a specific business and how the funds can be used. Ms. Adams discussed funding opportunities, types of projects the City can apply for, and requirements for projects as well as timelines. She explained the housing program funding options, economic development program funding options, micro-enterprise program funding options, and infrastructure program funding options. Ms. Adams explained funding limitations and projects/activities limitations.

Mayor Mendoza requested Ms. Adams explain Shovel Ready projects, Ready to Bid projects.

Ms. Adams explained the difference between the different project types. She explained how application process has changed, new process for issuing contracts, new technology, and implementation.

Councilmember Burruss addressed a comment from Travis Berry inquiring about the point system for CDBG.

Ms. Adams provided information about the point system and the City's recent project on Culver Street.

City Manager Heathcock provided information on projects the City is recommending, roads in need of repair that would qualify for over the counter CDBG funding.

Ms. Adams provided clarification that facilities and improvements must be in mostly residential areas, which the proposed street projects are in.

City Manager Heathcock provided an explanation of the timeline we are working with.

Mayor Mendoza requested the public submit comments.

Councilmember Burruss suggested to receive comments from council while the public submits their comments.

Councilmember Fatula suggested installing Christmas tree lights from the freeway to downtown and putting power to the light pole at the center of Main Street. He talked about the benefits of adding these features.

Councilmember Burruss commented about next year's application, supported this year's application being focused on the roads.

Ms. Adams requested Councilmember Burruss mention future application topics.

Councilmember Burruss mentioned the old hotel in downtown, a public swimming pool and if the high school could be brought in.

Councilmember Burruss addressed a comment from Travis Berry who inquired whether or not Ms. Adams feels the proposed road projects would score high enough to go through.

Ms. Adams confirmed that with the new process, our road projects are well supported.

City Manager Heathcock confirmed Councilmember Douglass is participating in the meeting.

Councilmember Douglass confirmed his bases for comment have been covered.

Ms. Adams provided information on how our proposed road projects are supported and talked about mitigations, procurement, and post award timelines, as well as milestone enforcement. She talked about reimbursable funds and their timeline.

Councilmember Burruss provided public comment from Leann Nelson who inquired about including County of Placer housing rehab in the CDBG application.

Ms. Adams inquired about the City's participation in housing rehab in the past.

City Manager Heathcock confirmed one business loan is being paid back but all others are paid off.

Ms. Adams provided information about housing rehab requirements and what order is suggested for projects. She mentioned updates for elderly, and funding limitations, and talked about HOME resource.

Councilmember Burruss inquired about administrative costs being covered in the grant funding.

Ms. Adams confirmed the different components the funding covers, including admin, design, planning and more. She clarified housing rehab limitations of funding components.

Councilmember Burruss provided public comment from Leann Nelson who inquired about grant options for seniors.

Ms. Adams responded by explaining different programs available for seniors.

Councilmember Burruss talked about preparing for additional funding required to implement the programs.

Ms. Adams talked about analyzing funding, inquired about non-profits on the line and if there were any comments from those groups.

City Manager Heathcock confirmed outreach was done but no comments were received.

Councilmember Burruss mentioned the skatepark project and mentioned the project history.

Ms. Adams confirmed the skatepark could potentially be part of a planning grant. She talked about non-profit organizations needing to meet with significant lead time due to application requirements.

Mayor Mendoza requested council confirm a direction for staff.

City Manager Heathcock requested council provide additional feedback.

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

AYES: Mendoza, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Lomen

City Manager Heathcock confirmed the Public Hearing on this item will be at the April 22nd Regular Colfax City Council meeting.

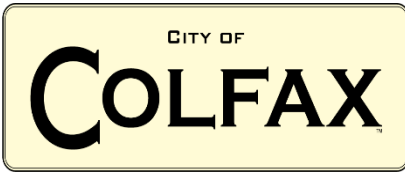
3 ADJOURNMENT

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 10:16AM.

Respectfully submitted to City Council this 13th day of May, 2020.



 Jaclyn Collier, City Clerk



City Council Minutes

Regular Meeting of Wednesday, April 22, 2020
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 CLOSED SESSION (NO CLOSED SESSION)

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Mendoza called the open session to order at 6:05PM

2B. Pledge of Allegiance

City Manager Heathcock 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 Mayor Pro Tem Lomen and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

3 AGENCY REPORTS

3A. Placer County Sheriff – Ty Conners provided an update.

4 PRESENTATION (NO PRESENTATION)

5 PUBLIC HEARING

5A. State Community Development Block Grant Application

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

MOTION made by Councilmember Burruss to move forward with the CDBG application and seconded by Mayor Pro Tem Lomen and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

6 CONSENT CALENDAR

6A. Minutes – Regular Meeting of April 8, 2020

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

6B. Placer County Mosquito and Vector Control - Mosquito Awareness Week

Recommendation: Approve Resolution 14-2020 recognizing Mosquito Awareness Week

6C. Cash Summary Report – March 2020

Recommendation: Accept and File.

6D. Economic Development Business Recruitment – Retail Strategies, LLC

Recommendation: Adopt Resolution 15-2020 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

Recommendation: Discuss and consider adopting Resolution 16- 2020 approving Mitigation/ Impact Fees for the proposed Osborn Industrial Office Complex Project.

6F. On-Call Professional Services Agreement - Simpson and Simpson Inc.

Recommendation: Adopt Resolution 17-2020 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.

Councilmember Douglass requested to pull Item 6D from the Consent Calendar.

MOTION made by Councilmember Fatula and seconded by Councilmember Douglass to pull Item 6D from the Consent Calendar and approve the remainder of the Consent Calendar and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

Councilmember Douglass requested clarification on the City's ability to cancel the agreement with Retail Strategies LLC.

City Manager Heathcock provided confirmation of cancellation timeline for the agreement.

MOTION made by Councilmember Burruss and seconded by Councilmember Fatula to approve Item 6D on 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

9 COUNCIL BUSINESS

9A Annual Housing Element Progress Report

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution 18-2020 accepting the update on the 2019 Annual Housing Element Progress Report and authorize staff to send the report to the State.

MOTION made by Councilmember Fatula, seconded by Mayor Pro Tem Lomen and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

9B Quarterly Sales Tax Analysis

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Accept and File.

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

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

9C COVID-19 Economic Loss Compensation Request Letter

Staff Presentation: Wes Heathcock, City Manager

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


Item 9C did not receive a motion by Council.

10 GOOD OF THE ORDER

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 7:44PM.

Respectfully submitted to City Council this 13th day of May, 2020.



Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE MAY 13, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Chris J. Clardy, Community Services Director
Subject: FY 2020/2021 SB 1 Funding Project List

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2020 adopting a list of potential projects to be funded in full or in part by SB 1: The Road Repair and Accountability Act, ensuring eligibility for State of California Road Maintenance and Rehabilitation Account (RMRA) revenues.

Summary/Background

State Senate Bill (SB 1), also known as the Road Repair and Accountability Act (RMRA) of 2017, was signed into law by Governor Brown on April 28, 2017. SB 1 establishes funding to address deferred maintenance on the State highway system and local street and road systems. The bill provides that funds shall be used for: Road Maintenance and Rehabilitation, Safety Projects, Railroad Grade Separations, Complete Street Components or, Traffic Control Devices.

The City is expected to receive about \$39,152 in SB 1 Funds in Fiscal Year 2020-2021. SB 1 revenues should increase in subsequent years.

To be considered for funding, SB 1 requires all projects proposed for SB 1 Funding be named and acknowledged by resolution. Staff is recommending the following projects:

- **Culver Street (Phase III)** – This project involves reconstructing Culver Street from Church Street to W. Grass Valley Street. The project would complete the Culver Street corridor and is estimated at \$220,000. The project is intended to provide a new roadway surface to improve traffic flow and the quality of the roadway.
- **Pleasant Street** – This project involves reconstructing Pleasant Street from Depot Street to Parkhill Dr. The project is estimated at \$1,000,000 and is intended to provide a new roadway surface to improve traffic flow and quality of the roadway.
- **Depot Street** – This project involves reconstructing Depot Street from Kneeland Street to N. Main Street. The project is estimated at \$300,000 and is intended to provide a new roadway surface to improve traffic flow and quality of the roadway.
- **School Street** – This project involves reconstructing School Street from N. Main Street to Pleasant Street. The project is estimated at \$250,000 and is intended to provide a new roadway surface to improve traffic flow and quality of the roadway.
- **Forest Hill Street (All)** – This project involves reconstructing all of Forest Hill Street from Highway 174 to Dinky Avenue. The project is estimated a \$1.5 million and is intended to provide a new roadway surface to improve traffic flow and quality of roadway along this corridor.

The SB 1 funding will be used in conjunction with the Community Development Block Grant Over-the-Counter projects to maximize program administration efficiency.

Attachments:

1. Resolution __-2020

City of Colfax

City Council

Resolution № __-2020

ADOPTING A LIST OF POTENTIAL PROJECTS TO BE FUNDED IN FULL OR IN PART BY SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT, ENSURING ELIGIBILITY FOR STATE OF CALIFORNIA ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) REVENUES

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the State Legislature and signed into law by the Governor on April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and,

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Colfax are aware of the projects proposed for funding and which projects have been completed each fiscal year; and,

WHEREAS, the City of Colfax must adopt a list by resolution of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and,

WHEREAS, the City of Colfax, will receive an estimated \$39,152 in RMRA funding in FY 2020-21 from SB 1; and,

WHEREAS, the City of Colfax adopted its City of Colfax 2018 Pavement Management Plan and used said Pavement Management Plan to develop the SB 1 project list to SB 1 funds are being used on the highest-priority projects and in the most cost-effective way; and,

WHEREAS, the funding from SB 1 will help the City of Colfax maintain and/or rehabilitate street/roads within the City of Colfax this year and similar projects into the future.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax affirms the foregoing recitals are true and correct. The City of Colfax hereby adopts the following list of projects to be funded in part or solely with fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues.

- Culver Street Reconstruction (Phase III)
 - Description: Street reconstruction. The project is estimated at \$220,000. The project is intended to provide a new roadway surface to improve traffic flow and the quality of the roadway.
 - Location: Culver Street from Church Street to W. Grass Valley Street.
 - Estimated Useful Life of Project: 20 years.
 - Estimated Year of Construction: 2021

- Pleasant Street Project
 - Description: Street reconstruction. The project is estimated at \$1,000,000. The project is intended to provide a new roadway surface to improve traffic flow and the quality of the roadway.
 - Location: Pleasant Street from Depot Street to Parkhill Drive.
 - Estimated Useful Life of Project: 20 years.
 - Estimated Year of Construction: 2021
- Depot Street Project
 - Description: Street reconstruction. The project is estimated at \$300,000. The project is intended to provide a new roadway surface to improve traffic flow and the quality of the roadway.
 - Location: Depot Street from Kneeland Street to North Main Street.
 - Estimated Useful Life of Project: 20 years.
 - Estimated Year of Construction: 2021
- School Street Project
 - Description: Street reconstruction. The project is estimated at \$250,000. The project is intended to provide a new roadway surface to improve traffic flow and the quality of the roadway.
 - Location: School Street from Pleasant Street to North Main Street.
 - Estimated Useful Life of Project: 20 years.
 - Estimated Year of Construction: 2021
- Forest Hill Street Project (All)
 - Description: Street reconstruction. The project is estimated at \$1.5 million. The project is intended to provide a new roadway surface to improve traffic flow and the quality of the roadway.
 - Location: Forest Hill Street from Highway 174 to Dinky Avenue.
 - Estimated Useful Life of Project: 20 years.
 - Estimated Year of Construction: 2021

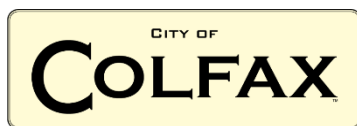
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular City Council Meeting of the City Council of the City of Colfax held on the 13th of May 2020 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Marnie Mendoza, Mayor

Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE MAY 13, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Inland Business Systems Copier Agreement

Budget Impact Overview:

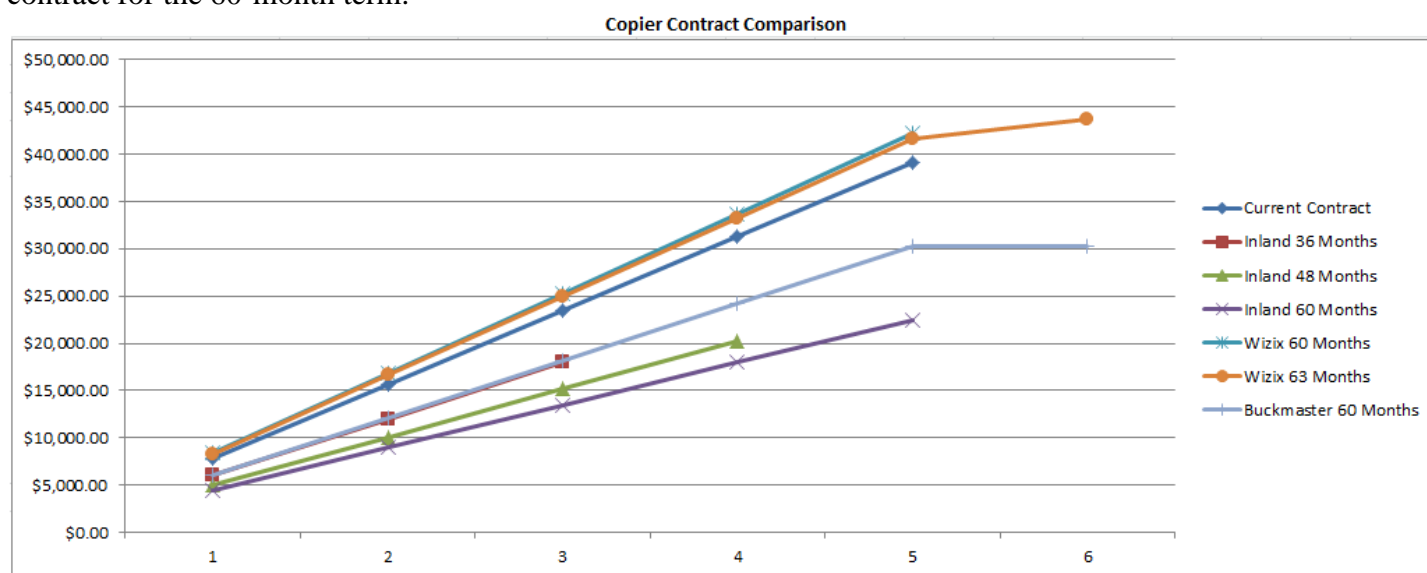
N/A:	Funded: ✓	Un-funded:	Amount: \$25,000	Fund(s): 100
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to enter into a 60-month agreement with Inland Business Systems for Xerox copier services not to exceed \$25,000.

Summary/Background

The City of Colfax is currently in an agreement with Inland Business Systems (Inland) for copier services. The agreement does not provide for government prices, therefore, staff solicited quotes from three copier services, Inland, Buckmaster, and Wizix to find the best copier pricing.

The City received cost proposals from Inland, Buckmaster, and Wizix with Inland providing varying term periods. Inland proposal supported the greatest savings at the 60-month term between the three companies (see table below). Inland new pricing terms will result in a \$16,726 saving in comparison of the current Inland contract for the 60-month term.



Inland Pricing Proposal 4/17/20

Model #	Monthly Cos	Average Overage Charge	Total Monthly Cos	Contract Term	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
Xerox 7845*	\$ 525.68	\$ 125.79	\$ 651.47	60 mos.	\$7,817.64	\$ 15,635.28	\$ 23,452.92	\$ 31,270.56	\$ 39,088.20	\$ 39,088.20
Xerox 8045	\$ 498.98	\$ 1.29	\$ 500.27	36 mos.	\$6,003.24	\$ 12,006.48	\$ 18,009.72	0	0	\$ 18,009.72
Xerox 8045	\$ 419.86	\$ 1.29	\$ 421.15	48 mos.	\$5,053.80	\$ 10,107.60	\$ 15,161.40	\$ 20,215.20	0	\$ 20,215.20
Xerox 8045	\$ 372.70	\$ 1.29	\$ 373.99	60 mos.	\$4,487.88	\$ 8,975.76	\$ 13,463.64	\$ 17,951.52	\$ 22,439.40	\$ 22,439.40

* Current Agreement

Based on the information submitted by the aforementioned copier services, staff is recommending council authorize the City Manager to enter into a 60-month agreement with Inland Business Systems for Xerox copier services.

Fiscal Impacts

The agreement with Inland Business Systems is funded from Fund 100 (Central Services) for a 60-month term in an amount not to exceed \$25,000.

Attachments:

1. Resolution __-2020
2. Inland Business System Agreement

City of Colfax

City Council

Resolution № __-2020

AUTHORIZING THE CITY MANAGER TO ENTER INTO A 60-MONTH AGREEMENT WITH INLAND BUSINESS SYSTEMS FOR XEROX COPIER SERVICES NOT TO EXCEED \$25,000

WHEREAS, The City of Colfax is currently in an agreement with Inland Business Systems (Inland) for copier services that is not at the government rate; and,

WHEREAS, staff solicited quotes from three copier services, Inland Business Systems, Buckmaster, and Wizix to find the best copier pricing; and,

WHEREAS, Inland proposal supported the greatest savings at the 60-month term between the three companies; and,

WHEREAS, staff is recommending council authorize the City Manager to enter into a 60-month agreement with Inland Business Systems for Xerox copier services.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax the City Manager to enter into a 60-month agreement with Inland Business Systems for Xerox copier services not to exceed \$25,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Council Meeting of the City Council of the City of Colfax held on the 13th of May 2020 by the following vote of the Council:

AYES:

NOES:


ABSTAIN:

ABSENT:

ATTEST:

Marnie Mendoza, Mayor

Jaclyn Collier, City Clerk

 INLAND BUSINESS SYSTEMS LUCAS <small>Business Systems</small> SIERRA <small>Office Solutions</small> <small>A Xerox Company</small>		1326 North Market Blvd Sacramento, CA 95834 916-928-0770		627 Brittilo Ct Modesto, CA 95356 209-529-3610		4710 Longley Lane Reno, NV 89502 775-826-2679	
		2592 Notre Dame Blvd Chico, CA 95926 530-891-1966		2620 Larkspur Lane #C Redding, CA 96002 530-223-6519		1301 Redwood Way Petaluma, CA 95354 707-448-7742	
Order #							
Bill To Customer #:		CO26-001:109522		Ship To Customer #:		CO26-001:109522	
Company		City of Colfax		Company		City of Colfax	
Department				Department			
Address		33 South Main Street		Address		33 South Main Street	
City / State / Zip		Colfax, CA 95713		City / State / Zip		Colfax, CA 95713	
Billing Contact		Shanna Stahl		Key Operator		Shanna Stahl	
Phone #		530-346-2313		Phone #		530-346-2313	
E-mail Address		accounting@colfax-ca.gov		E-mail Address		accounting@colfax-ca.gov	
Date		Install Date		Sales Rep		PO Number	
5/1/2020		ASAP		85			
						Transaction Type	
						Bundled Lease	
Qty	VPN	Description				Price	
1		Xerox C8045H2				Lease	
1		Business Ready Finisher					
1		Horizontal Transport					
1		1-Line Fax					
						Addendum Total	
Additional Special Instructions:						Subtotal	
						Tax Rate	
						Tax	
						TOTAL	
EQUIPMENT REMOVAL							
<input type="checkbox"/> LEASE RETURN <input type="checkbox"/> TRADE-IN <input type="checkbox"/> DISPOSAL MAKE <u>Xerox</u> MODEL <u>7845</u>							
PAYMENT INFORMATION							
MONTHLY PAYMENT OF: <u>\$372.70</u> PER MONTH PLUS TAX							
TOTAL # OF PAYMENTS: <u>60</u>							
PURCHASE OPTION: <u>FMV</u>							
The terms and conditions on the reverse side are part of this agreement. The customer acknowledges that the customer has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, the customer agrees that this agreement is the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.							
Purchase Authorization				Inland Business Systems Companies			
Authorized Signature _____ Date _____				Signature _____ Date _____			
Print Name _____ Title _____				Print Name _____ Title _____			

Attachment 2

SALES ORDER

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. **Definitions.** The first page of this Sales Order is called the Cover Page. The Cover Page and this Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between Company (Inland Business Systems/Lucas Business Systems/Sierra Office Systems the "Company") and the Customer, with respect to the acquisition of those goods identified on the Cover Page and/or Schedule A. "Goods" shall mean the equipment ("Equipment"), Software Licenses, and Professional Services identified in this Agreement.

2. **Scope.** This Agreement may be executed for:

a) **A SALE** of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 10 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).

b) **A LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Goods to Company in Like New condition.

c) **A RENTAL** of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.

3. **Acceptance and Non-Cancellation.** This Purchase Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.

4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery. Delivery & pickup charges may apply.

5. **Payment and Late Fees.** Payment must be received by Company within 30 days of the invoice date. Restrictive covenants on payment instruments will not reduce Customer's obligation. A late charge of 1.5% may be assessed on invoice balances 10 days or more overdue. Customer is responsible for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 5.

6. **Taxes.** Customer is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable hereunder ("Taxes"), which will be included in the invoice unless Customer timely provides proof of tax exempt status. Taxes do not include taxes on Company income.

7. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, goods deficiencies, or any other situation beyond the reasonable control of the Company.

8. **Default.** If Customer breaches any obligation under this Agreement, Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, Company may terminate this Agreement.

9. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 9 shall survive termination of this Agreement.

10. **Additional Services & Support.** Additional connectivity support, not included in this statement of work, or after initial installation may be billable at a rate of 150.00 an hour. Assistance with 5 workstations is included. Internal IT or contracted IT support must be available at time of installation. Administrative rights are necessary for most implementations. Signature below releases the Inland Business Systems Companies from any responsibility due to coincidental failure of computer related hardware or software during implementation.

11. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED.** THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.

12. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.

13. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") only with the Equipment with which it was delivered; and (b) software and accompanying documentation separately identified on the Cover Page ("Application Software"), provided Customer is current in the payment, including any applicable software license fees (if any). Application Software may be subject to, or accompanied by click wrap/shrink wrap licenses or a separate contract or End User License Agreement. Diagnostic Software is embedded in the Equipment and is a valuable trade secret used to evaluate or maintain the Equipment ("Diagnostic Software"). Customer is granted no right to use the Diagnostic Software. Other than as provided for herein, Customer has no other rights to the Base, Application, or Diagnostic Software (collectively, "Software") and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

14. **System Data Backups, Virus Protection and Security** provisioning are customer responsibility. All network hardware, performance of network and hardware, bandwidth allocations and operability sufficient to support added software applications are customer responsibility. No bandwidth, assessment or suitability tests have been provided and are the responsibility of the Customer.

15. **Governing Law.** This Agreement shall be governed by the laws of the state of California without regard to the conflict of laws or principles of such states.

16. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.

17. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

18. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.

19. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.

20. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.


21. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. This Agreement supersedes any prior proposals, quotations, or communications, written or oral, regarding the purchase of the Goods from the Company. The Customer further understands the Company is not a party to any leasing documents executed between Customer and the leasing company, and this Agreement is not intended to supersede any leasing documents, or other contracts or agreements which Customer may execute with the Company or any third party regarding the goods.

Initial

Date

Attachment 2

 INLAND BUSINESS SYSTEMS LUCAS BUSINESS SYSTEMS SIERRA OFFICE SOLUTIONS <small>A Xerox Company</small>	1326 North Market Blvd Sacramento, CA 95834 916-828-0770 2592 Notre Dame Blvd Chico, CA 95928 530-891-1986	627 Bitritto Ct Modesto, CA 95358 209-529-3610 2620 Larkspur Lane Suite C Redding, CA 96002 530-223-8519	4710 Longley Lane Reno, NV 89502 775-828-2679 1301 Redwood Way Petaluma, CA 95354 707-448-7742
<input checked="" type="checkbox"/> Service Maintenance Agreement <input type="checkbox"/> Managed Print Services Agreement			
Bill To Customer #: CO26-001:109522		Ship To Customer #: CO26-001:109522	
Company	City of Colfax	Company	City of Colfax
Department		Department	
Address	33 South Main Street	Address	33 South Main Street
City / State / Zip	Colfax, CA 95713	City / State / Zip	Colfax, CA 95713
Billing Contact	Shanna Stahl	Key Operator	Shanna Stahl
Phone #	530-346-2313	Phone #	530-346-2313
E-mail Address	accounting@colfax-ca.gov	E-mail Address	accounting@colfax-ca.gov
Effective Dates:	From:	Term:	
Special Instructions:			
Product Make & Model	Networked /Local	Start Meter	Location
Xerox C8045			
COVERAGE TYPE			
Description of Coverage			
Full - B/W MFP	Additional pages shall be billed at the Overage Rate		
	Base Billing	Freq MON	Included 3,000
			Overage Rate: \$0.00600 Freq QTR
Printers	Base Billing	Freq MON	Included
			Overage Rate: Freq MON
Full - Color MFP	Additional pages shall be billed at the Overage Rate		
	Base Billing	Freq MON	Included 2,500
			Overage Rate: \$0.04500 Freq QTR
Printers	Base Billing	Freq MON	Included
			Overage Rate: Freq MON
Special Billing Instructions	<input type="checkbox"/> Included in Lease Special Instructions: Meter Submission: 360 App Installed 360 App Contact Name: Title/Function: Telephone 360 App E-Mail: Fax Number:		
METER COLLECTION METHOD: IBS will charge a fee of \$25 per overage billing cycle should the customer decline 360 App Install.			
The terms and conditions on the reverse side are part of this agreement. The customer acknowledges that the customer has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, the customer agrees that this agreement is the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.			
Customer Acceptance		Inland/Lucas/Sierra	
Authorized Signature	Date	Signature	Date
Print Name	Title	Print Name	Title

Attachment 2

TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This required agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturer's specifications), (ii) use of options, accessories, products, supplies not provided by Company, (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (v) maintenance requested outside Company's normal business hours or this Agreement; (c) relocation, (d) software or connected hardware, (e) pc or other network support or repair, (f) hard drive replacement, (g) parts for stand-alone scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Compatible toner cartridges will be provided except where OEM is specifically noted - pricing may be higher. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensors to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state, or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

5. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

6. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated service) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (i) assure that Licensed Software performs in material conformity with its user documentation; (ii) provide available workarounds or patches to resolve Licensed Software performance problems; and (iii) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.

7. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

8. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

9. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

10. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

11. **NOTICES:** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.

12. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Equipment; and (b) all costs and attorneys' fees incurred by Us relating to such claim.

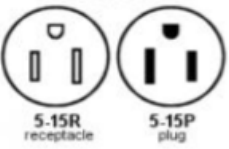
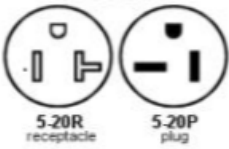
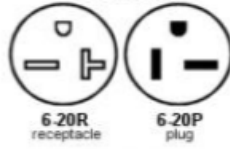
13. **FAX/ELECTRONIC EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

14. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supercedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

15. **Managed Print Services.** Customer Owned Multi-Function, Printer and Fax Devices. Non-Repairability - Company will make every reasonable attempt to repair defective device or failed parts and components, however there may be circumstances where the Printer cannot be repaired including but not limited to, age, print volume, environment, discontinued or unavailable replacement parts and excessive cost of repair. Upon notice of inability to repair, You may elect to replace at Your cost. Printers and Facsimile devices categorized as "personal" desktop devices are deemed minimally repairable by design and although basic service and cleaning are included, repairs are generally not available and such devices will require replacement at Your expense. Addition of Equipment - Customer is required to notify Us upon installation of any additional Equipment at Customer's site capable of using Our supplied toner cartridges. Upon installation such Equipment shall automatically be covered and included in this Agreement.

Initial

Date

SALES TO COMPLETE					
IT CONTACT					
Name	Shanna Stahl	Phone	530-346-2313	Email	accounting@colfax-ca.gov
END USER CONTACT					
Name	Shanna Stahl	Phone	530-346-2313	Email	accounting@colfax-ca.gov
PURCHASER CONTACT					
Name	Shanna Stahl	Phone	530-346-2313	Email	accounting@colfax-ca.gov
DELIVERY DETAILS					
Stairs	Yes or No	Server	Yes or No	Old Make	Machine Make
Hours	Best Hours for Delivery	Environment	Pc or Mac	Old Model	Machine Model
Flooring	Type of Flooring	Work Stations	Select a Number	HDD Removal	\$200
SOLUTIONS					
Solutions	<input type="checkbox"/> Papercut	<input type="checkbox"/> Docuware	<input type="checkbox"/> XMPie	<input type="checkbox"/> XMedius	<input type="checkbox"/> Nuance
SCAN AND PRINT APPLICATIONS					
<input type="checkbox"/> One Drive	<input type="checkbox"/> Box	<input type="checkbox"/> Dropbox	<input type="checkbox"/> Google Drive	<input type="checkbox"/> Office 365	<input type="checkbox"/> Fax Forwarding
OUTLET REQUIRED					
125V-15A  <input type="checkbox"/> 125V-15A		125V-20A  <input type="checkbox"/> 125V-20A		250V-20A  <input type="checkbox"/> 250V-20A	
AUTOMATED METER READING					
<input type="checkbox"/> Installed			<input type="checkbox"/> Not Installed		
ANALYST TO COMPLETE					
TCP/IP					
IP Address		Subnet Mask		Gateway Address	
Domain Name		DNS Server 1		DNS Server 2	
SCAN TO EMAIL					
SMTP Server		Port		Device Email	
Username		Password		Authentication	
SCAN TO SERVER					
Address		Shared Folder		User Path	
Name		User Name		Password	
ADMIN CREDENTIALS TO INSTALL PRINT DRIVERS					

Attachment 2

Domain		Username		Password	
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Covered Operating Systems and Applications:

Workstation Operating Systems: Windows 10, 8, 7, and MAC OSX

Networking Operating Systems: Windows 2003, 2008, 2012 and MAC OSX

Customer Responsibilities:

Maintain proper power and telephone line, if applicable

Provide active network connection near equipment

Provide all network cables

Network Administrator on site on day of install

All computer & server data backups completed

All updates and service packs to computers completed

Must have external/internal mail server credentials for scan to email

Provide proper credentials for print/scan setup

It is the responsibility of the Customer to perform all necessary operating system and application updates to the computers and/or Network Servers prior to the actual installation. Customer is also responsible for performing system and data backups of all computers and servers involved in the installation. Inland bears no responsibility for any damage done to, or for information lost from said PCs, Servers or other Network hardware.

Customer Signature _____ Date _____

Attachment 2

De Lage Landen Financial Services, Inc.

Rental (CPC) Agreement

USER	Full Legal Name City of Colfax				Phone Number (530) 248-2313	
	Billing Address 33 South Main Street		City Colfax	State CA	Zip 95713	Attention to: Shanna Stahl
	Send Email Invoice to: accounting@colfax.ca.gov				Purchase Order Requisition Number	

EQUIPMENT DESCRIPTION	Equipment Make	Model Number	Serial Number	Base Monthly Rental*	Minimum Monthly Copies	Cost-Per-Copy Additional Copies	Beginning Meter Reading
	Xerox	C8045		\$372.70	3000 BW	\$0.008000	
					2500 Color	\$0.045000	
	CONSOLIDATED TOTAL						

* Each payment is subject to applicable taxes.

PAYMENT	Term in Months 60	Meter Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other	Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed
	Billed Copies: <input type="checkbox"/> Individual <input type="checkbox"/> Consolidated		+	+	=	

TERMS AND CONDITIONS

1. Rental Agreement: You (the "User") agree to rent from us (the "Owner") the equipment listed in the "Equipment Description" section of this Rental (CPC) Agreement ("Agreement") and/or any attached Schedule ("Equipment"). You promise to pay us a Base Monthly Rental Payment ("Rental Payment"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Minimum Monthly Copies stated above. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth above. This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Rental Payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Rental Payment, the number of days in that period and a month of 30 days. You agree to provide accurate and timely meter readings on the forms or other alternate means specified by us. If meter readings are not received in a timely manner, we may estimate charges. Your Agreement obligations are absolute, unconditional and are not subject to cancellation, reduction, set-off, or counterclaim. YOU agree to pay US an origination fee not to exceed \$125.00, for originating this Lease and to reimburse OUR expenses for preparing financing statements, other documentation costs, and all ongoing administration costs, a portion of which fee will be remitted to supplier as a finder's fee. We may increase the Rental Payment and Additional Copy Charge on an annual basis, in an amount not to exceed fifteen percent (15%) of the Rental Payment or Additional Copy Charge in effect at the end of the prior annual period. Security deposits. If you are not in default, we will return the deposit to you when the Agreement is terminated. When a payment is not made when due, you agree to pay us a late charge of five percent (5%) of each late payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. You shall pay supplier a monthly supply freight fee. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT.

2. Equipment Use, Maintenance and Warranties: We are renting the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or to move it from the above location without our prior written consent. If the Rental Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service. You will make all claims about maintenance and service to the third party. You agree that any claims about maintenance or service will not impact your obligation to pay all Rental Payments when due.

3. Assignment: You agree not to transfer, sell, subrent, assign, pledge or encumber either the Equipment or any rights under this Agreement without our prior written consent. You agree that we may sell, assign or transfer the Agreement, and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations, and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all your Agreement obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any loss-

es or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Agreement. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

5. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

6. End of Agreement: You will give us at least 90 but no more than 150 days written notice (to our address below) before the expiration of the initial term of this Agreement (or any renewal term) of your intention to return the Equipment. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional twelve (12) month terms, with each Rental Payment and Additional Copy Charge equal to 100% of the Rental Payments and Additional Copy Charges at the expiration of the Agreement.

7. Default and Remedies: You are in default on this Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under the Agreement or any other Agreement with us. If you are in default on the Agreement we may: (i) declare the entire balance of unpaid Rental Payments for the full Agreement's term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement plus the Equipment's end of Agreement term anticipated fair market value (the "Residual"), with future Rental Payments and the Residual discounted to the date of the default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all the monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peacefully repossess it. Any return or repossession will not be considered a termination or cancellation of the Agreement. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

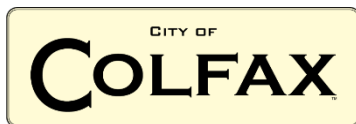
8. Miscellaneous: You agree the Agreement is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. **This Agreement was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Agreement term. We hold title to the Equipment. If this Agreement is determined to be a security agreement, you grant us a security interest in the Equipment. We may file UCC financing statements on the Equipment.

USER	You agree that this is a non-cancelable CPC Agreement. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	Print Name
	Legal Name of Corporation City of Colfax	

OWNER	De Lage Landen Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Commencement Date	Lease Number
	Accepted By:	

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. You agree that we may, at our discretion, confirm by telephone your acceptance of the Equipment.	
	Signature	Date
	Print Name	Title

GUARANTY	I unconditionally guaranty prompt payment of all the User obligations. The Owner is not required to proceed against the User or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modifications granted to the User and the release and/or compromise of any obligations of the User or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect the event of my death and may be enforced by or for the benefit of any assignee or successor of the Owner. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.	
	Signature	Date
	Print Name	



Staff Report to City Council

FOR THE MAY 13, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: Contract Award for Kneeland Street Underground Drainage Improvements

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$94,848	Fund(s): 365
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to award a construction contract to Koslin Construction Incorporated in the amount of \$86,225 and authorize the City Manager to execute change orders up to \$8,623 for a not to exceed amount of \$94,848.

Summary/Background

The Shadow Wood Subdivision, located off Kneeland Street, is currently under construction. As part of the construction, the developer is required to construct a storm drain outfall to an existing storm drain pipe in Grass Valley. The City has for some time wanted to construct storm drain improvements at the intersection of Kneeland Street and Grass Valley Highway consisting of an upgrade of approximately 90 lineal feet of storm drain, a new manhole, and three (3) new drainage inlets. These improvements are not a part of the developer's responsibility but would greatly improve the integrity of the storm drain system at this location.

In order to take advantage of an economy of scale, the City approached the underground contractor, Koslin Construction Incorporated, to obtain a cost proposal to complete the City's portion of the work. The first proposal was received on March 12, 2020 and was for a cost of \$126,000.00 and did not include provisions for prevailing wages. City staff reviewed the proposal and after lengthy discussion with the contractor, a revised cost proposal was received on April 20, 2020 in the amount of \$81,350.00 that after careful scrutiny was acceptable to staff but also did not include provisions for prevailing wages. A revised cost proposal with provisions for prevailing wages in the amount of \$86,225.00 was received on April 30, 2020 and is acceptable to staff.

Staff is recommending Council authorize the City Manager to award a construction contract to Koslin Construction Incorporated in the amount of \$86,225.00 which is based on their cost proposal. If Council does not approve the resolution, this work will be much more costly in the future as the work would include an additional contractor move-in, traffic control, and removal and replacement of street paving.

Fiscal Impacts

The project is funded from the Kneeland Street Capital Improvement project funded from City streets/road funds including Road Maintenance and Rehabilitation Account (RMRA SB1) funds at the City's discretion in an amount not to exceed \$94,848 from Fund 365.

Attachments:

1. Resolution __-2020
2. Agreement for Contract Services

City of Colfax

City Council

Resolution № __-2020

AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT TO KOSLIN CONSTRUCTION INCORPORATED IN THE AMOUNT OF \$86,225 AND AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDERS UP TO \$8,623 FOR A NOT TO EXCEED AMOUNT OF \$94,848.

WHEREAS, the City desires to construct certain underground drainage improvements at the intersection of Kneeland Street and Grass Valley Highway; and,

WHEREAS, Koslin Construction Incorporated will be constructing drainage improvements for the Shadow Wood subdivision in the immediate vicinity of the intersection of Kneeland Street with Grass Valley Highway; and,

WHEREAS, the City wishes to take advantage of an economy of scale by utilizing Koslin Construction Incorporated to construct the underground drainage improvements desired by the City; and,

WHEREAS, Koslin Construction Incorporated has submitted a Cost Proposal which is acceptable to the City staff.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax, authorizes the City Manager to award a construction contract to Koslin Construction Incorporated in the amount of \$86,225.00 and authorizes the City Manager to execute change orders to a maximum of \$8,623.00 for a not to exceed amount of \$94,848.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of May 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Marnie Mendoza, Mayor

Jaclyn Collier, City Clerk

Attachment 2

May 01, 2020

Larry Wing
City of Colfax - City Engineer
33 South Main Street
Colfax, CA. 95713

Re: -Offsite Work Improvements
-Shadow Wood Subdivision

Mr. Wing,

As we discussed on Wednesday, April 29, 2020 please see the following revised breakdown of costs for some of the offsite improvements including work on Mr. Mcglaiughin property, in refence to the above Project.

01) Potholing existing utilities	1	LS @ \$	4,500.00 = \$	4,500.00
02) Delivery of concrete materials	1	LS @ \$	4,300.00 = \$	4,300.00
03) Traffic control system	1	LS @ \$	4,000.00 = \$	4,000.00
04) Traffic control plan	1	LS @ \$	1,000.00 = \$	1,000.00
05) Strom drain manholes	1	EA @ \$	9,500.00 = \$	9,500.00
06) Strom drain inlets in curb	3	EA @ \$	7,000.00 = \$	21,000.00
07) Strom drain inlet (Mcglaiughin)	1	EA @ \$	5,000.00 = \$	5,000.00
08) Fifteen (15") RCP (34 lf + 6 lf)	40	LF @ \$	325.00 = \$	13,000.00
(Including traffic control personnel, bedding, piping, initial back fill, concrete cap as indicated temporary steel plates and temporary asphalt.)				
09) Twelve (12") RCP (?) (Planter area)	30	LF @ \$	225.00 = \$	6,750.00
10) Twelve (12") HDPE (Mcglaiughin)	20	LF @ \$	70.00 = \$	1,400.00
11) Connect to exiting system (Mcglaiughin)	1	EA @ \$	1,400.00 = \$	1,400.00
12) Remove drainage inlet	1	EA @ \$	1,500.00 = \$	1,500.00
13) Reconstruct drainage inlet (Planter)	1	EA @ \$	4,000.00 = \$	4,000.00
14) Removal of concrete and asphalt as necessary. (No replacement) (Approximately 150 sf. asphalt & 40 lf of curb)	1	LS @ \$	4,000.00 = \$	4,000.00
15) Adjustment for Prevailing Wage	1	LS @ \$	4,875.00 = \$	<u>4,875.00</u>
Total				= \$ 86,225.00

General Engineering Contractors
CA License #707693
Phone (916) 481-8428 Fax (916) 481-8429

Attachment 2

Please let me know if you have any questions or need any additional information.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Koslin". The signature is stylized with a large, sweeping initial "K" and a long horizontal stroke extending to the right.

Kirk Koslin
Koslin Construction, Inc.



Staff Report to City Council

FOR THE MAY 13, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: Potential Traffic Control Measures – S. Foresthill St. Area

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Approve a report outlining potential traffic control measures for an area of the City centered around S. Foresthill St.

Summary/Background

Some time ago Council Member Fatula submitted a request asking that there be a review of a possible need for additional traffic control measures for the intersection of S. Forest Hill St. with E. Church St. The City Manager conferred with the City Engineer and it was determined that it would be more appropriate to conduct a more comprehensive review of the need for additional traffic control within the entire neighborhood bounded by Depot St to the north, S. Auburn St. to the west, and SR 174 on the south and east.

Upon the City Manager's direction, the City Engineer commenced the study using primarily a registered traffic engineer from his GHD Inc. office. The primary measures to provide traffic control at intersections range from rules of the road in low volume locations (vehicles on the right have the right-of-way), to more passive controls such as Yield signs when the assignment of operational priority is required infrequently, and then to STOP signs where traffic volumes and intersection conflicts could become more prevalent. Active controls, usually traffic signals, are needed when directional traffic movement assignment is required. Active measures are usually determined through the use of "warrants" which identify minimum conditions prior to installation.

Neighborhood Evaluation

The neighborhood under this review is illustrated in the graphic below:



The neighborhood consists of a number of low traffic volume roadways crisscrossing between the collector-distributor roadways, S. Auburn St and SR174. Through trips would be low with most traffic circulating to the adjacent collector system. This would result in the frequency of traffic conflicts requiring control measures to be slight. In this neighborhood the primary concern is intersection visibility and the ability of motorists to see other vehicles at the intersections.

The effort began with a search of accident record systems to identify those accident-prone areas. Two record systems were utilized, TIMS (Traffic Injury Mapping System) injury and fatal accidents, and SWITRS (Statewide Integrated Traffic Records System). Each was queried for the most current records (2013-2018). In both systems no reportable or injury accidents were indicated within this area.

To control potential evaluation and report preparation costs, a two-fold approach was undertaken. First, to “drive” each roadway using Google Earth street view, noting locations where there were clear issues regarding conflicts and/or sight distance restrictions which could lead to conflicts and accidents.

This effort was then supplemented by a field review conducted by the City Engineer to assure that conditions had not changed from the Google images previously reviewed. This follow-up review confirmed our earlier conclusions.

Recommended Improvements

From our analysis we identified:

- Five (5) intersections where traffic control should be installed:
 1. Marvin Street and S. Forest Hill St.: install a westbound Stop sign on the Marvin St. approach to supplement the existing eastbound Stop control.
 2. S. Forest Hill St. and E. Church St.; Due to visibility issues, install Yield signs on both the northbound and southbound S. Forest Hill approaches.
 3. S. Forest Hill St. and Oak Street: Install Stop signs on both the northbound and southbound approaches to this intersection.
- One (1) location where the existing traffic control device required modifications:
 - Marvin Street and S. Forest Hill St. eastbound: The existing Stop sign is located on the wrong side of the approach; it needs to be relocated.
- One (1) location where the traffic control device should be removed:
 - North Star Avenue and Marvin Street: Remove the northbound Stop sign. There is no other intersection control, Marvin Street dead ends at this location and visibility is not an issue.
 - Two (2) locations accessing SR 174 requires modification
 - S. Forest Hill St and SR174: Install a Stop sign on the southbound Forest Hill St. approach
 - Vista and SR 174: The existing Stop control is located in shadows and too far to the right of the approach. It would be better if relocated as illustrated in the accompanying graphics.

Staff recommends that the City Council approve this report and direct the City Manager to have the traffic control devices as presented in this report installed, relocated, or removed as recommended.

Attachments:

1. Potential Traffic Control Measures PowerPoint Slides



Neighborhood Traffic Control Review

Study Neighborhood





Neighborhood Traffic Control Review



Forest Hill Corridor

Depot to SR 174



Neighborhood Traffic Control Review

Forest Hill and Depot



ForestHill @ Depot NB



Neighborhood Traffic Control Review

Forest Hill and Marvin



Forest Hill @ Marvin NB



Forest Hill @ Marvin SB



Neighborhood Traffic Control Review

Marvin and Forest Hill



Marvin at Forest Hill WB



Marvin at Forest Hill WB



Neighborhood Traffic Control Review

Forest Hill and Church



Forest Hill and Church NB



Forest Hill and Church SB



Neighborhood Traffic Control Review

Church and Forest Hill



Church @ Forest Hill WB



Church @ Forest Hill EB



Neighborhood Traffic Control Review

Forest Hill and Oak



Forest Hill @ Oak SB



Forest Hill @ Oak NB



Neighborhood Traffic Control Review



Oak and Forest Hill



Oak @ Forest Hill EB



Oak @ Forest Hill WB



Neighborhood Traffic Control Review

Forest Hill and SR 174



Forest Hill @ SR 174 SB



Neighborhood Traffic Control Review



North Star Corridor

Marvin to Oak



Neighborhood Traffic Control Review

North Star and Church Street



North Star @ Church NB



North Star @ Church SB



Neighborhood Traffic Control Review

Church and North Star



Church @ North Star EB



Neighborhood Traffic Control Review

North Star and Marvin



Marvin @ North Star



Neighborhood Traffic Control Review

North Star - Oak – SR 174



Oak/North Star/SR 174 (fire Station)



Oak/North Star/SR 174 WB



Neighborhood Traffic Control Review



Vista @ SR 174





Neighborhood Traffic Control Review

Marvin and Church at So Auburn



Marvin St @ So Auburn WB



Church @ Auburn EB



Neighborhood Traffic Control Review



Study Neighborhood Traffic Accident History

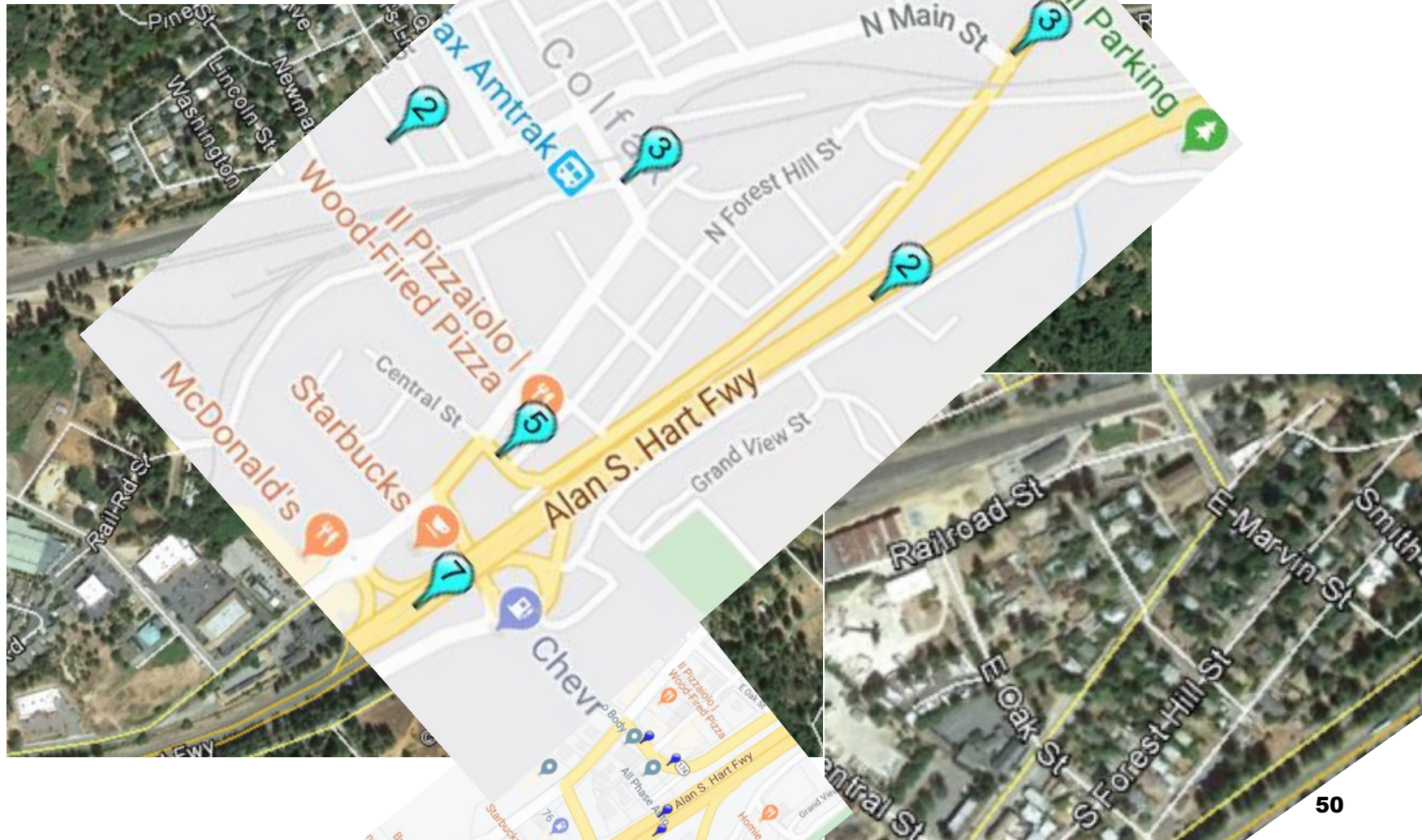
We Checked Two (2) Accident Record Systems

- **SWITRS** (Statewide Integrated Traffic Record System 2013 – 2018, and
- **TIMS Accident Record System** (Injury and Fatal Accidents Injury and Fatal Accidents 2013 - 2018



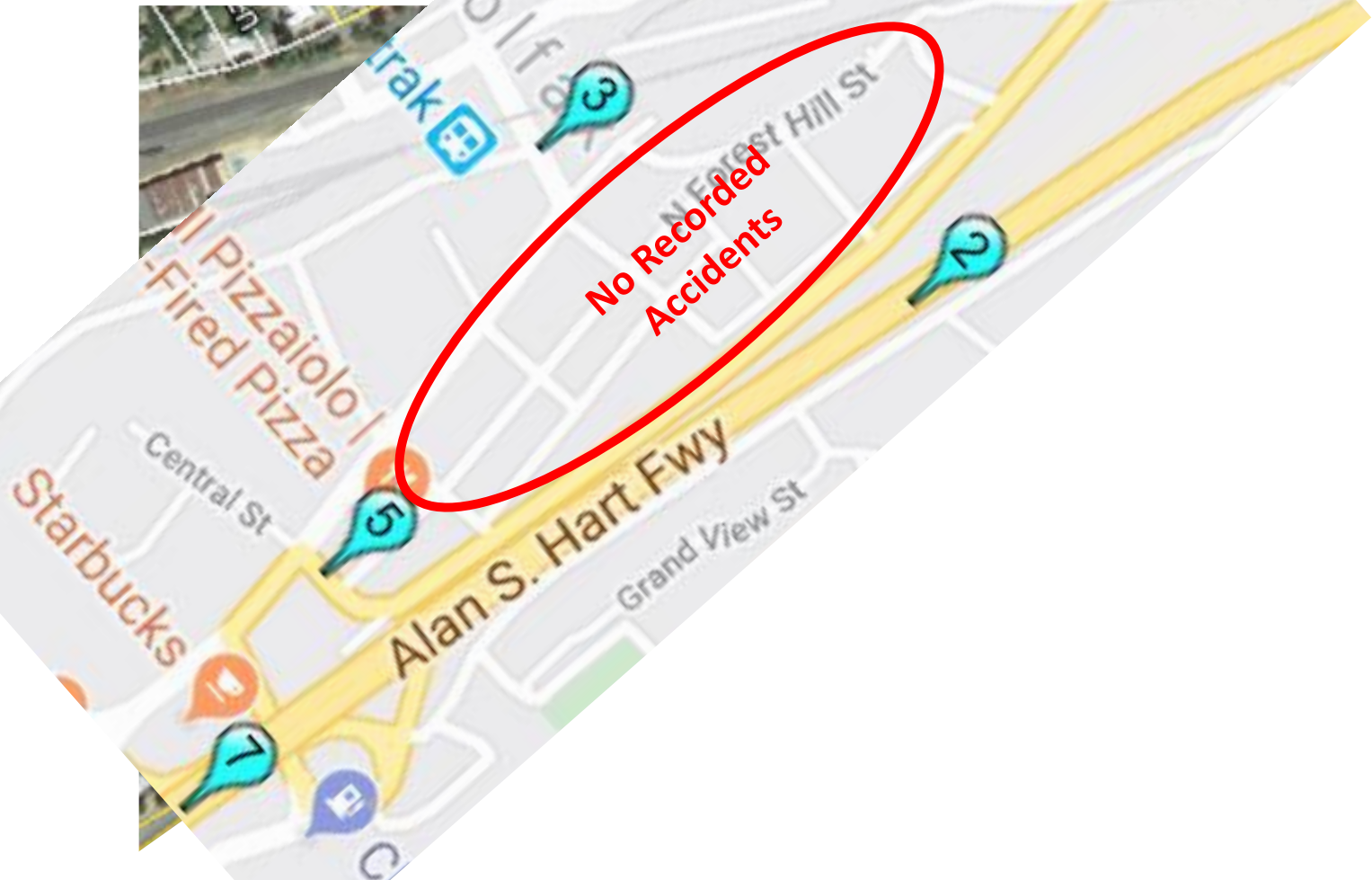
Neighborhood Traffic Calming Review

Study Neighborhood Traffic Analysis





Neighborhood Traffic Count Study Neighborhood Traffic Accidents



Neighborhood Traffic Control Review

Recommended Installations



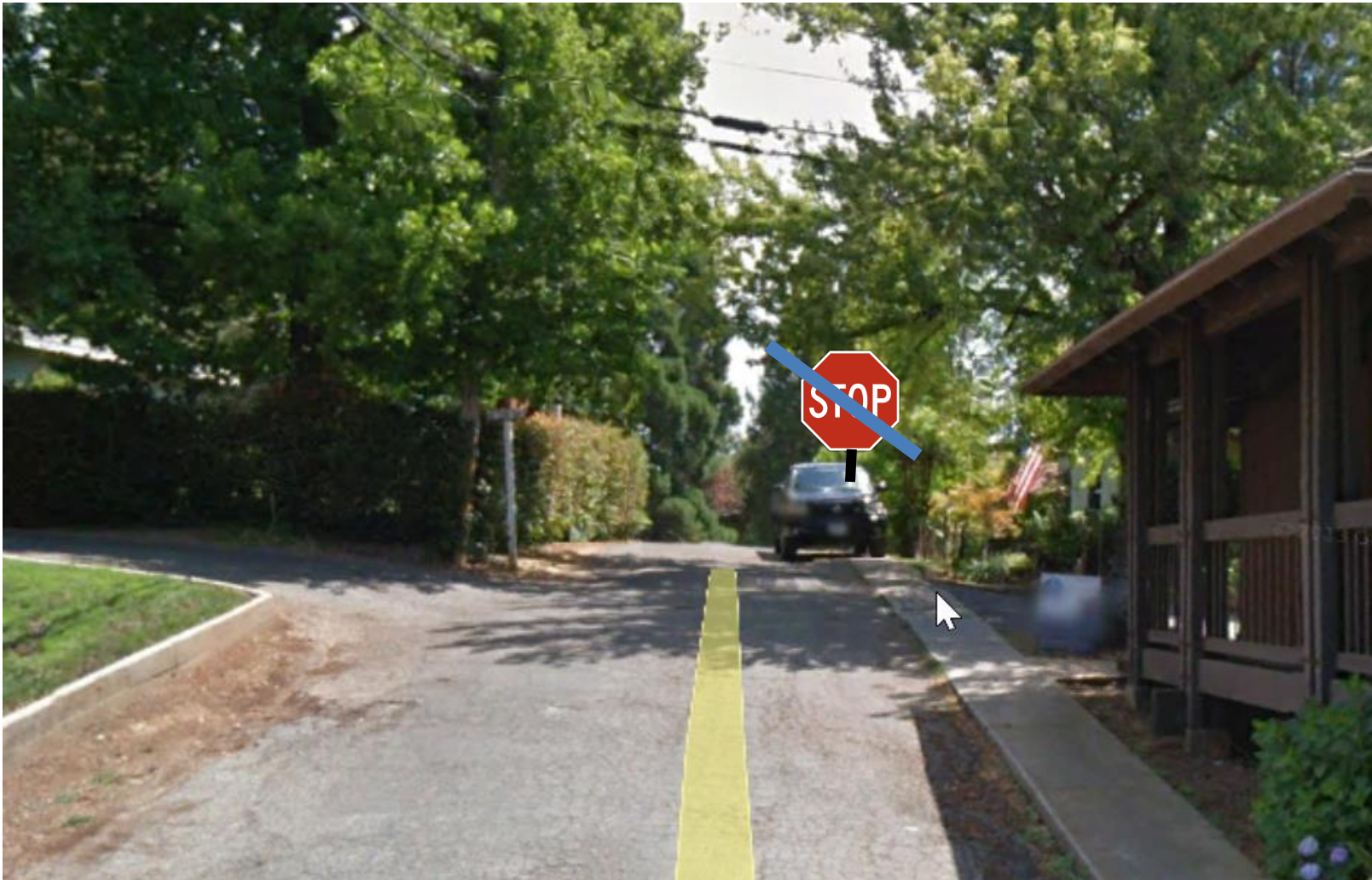


Neighborhood Traffic Control Review



R1 on Marvin EB @ Forest Hill

Neighborhood Traffic Control Review



Marvin @ North Star WB



Neighborhood Traffic Control Review



Forest Hill @ Oak NB



Neighborhood Traffic Control Review



Forest Hill @ Oak SB



Neighborhood Traffic Control Review



Forest Hill @ Church NB



Neighborhood Traffic Control Review



Forest Hill @ Church SB



Neighborhood Traffic Control Review



Marvin at Forest Hill WB (no control/blind)



Neighborhood Traffic Control Review

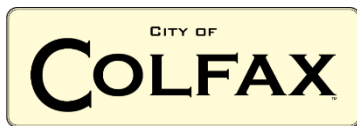


Forest Hill @ SR 174 SB

Neighborhood Traffic Control Review



Vista @ SR 174



Staff Report to City Council

FOR THE MAY 13, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: PG&E Community Resource Center Sublet Agreement

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and consider adopting Resolution __-2020 authorizing the City Manager to enter into a Public Safety Power Shutoff sublet agreement for 7 North Main Street.

Summary/Background

The City of Colfax experienced extended power interruption from the PG&E Public Safety Power Shutoff (PSPS) during the fall of 2019. The duration of power interruption extended intermittently during the month of October. PG&E has stated PSPS events are an ongoing reality for an undetermined amount of time. In response to the PSPS events, PG&E is proposing to place Customer Resource Center (CRC) in key locations to provide residents with a location with charging and resource connections.

The City entered into a temporary agreement in October 2019 for the CRC center that was placed at 7 North Main Street during the Fall 2019 PSPS events. The CRC center had minimal impacts to City property with no demand on labor resources.

In preparation for the 2020 PSPS season, staff and PG&E have developed a PSPS CRC Agreement for 7 North Main Street (Attachment 2) for council consideration. The Agreement term expires in 2025 or within 90-days of notification from the City.

Staff considers this is an intermediate step in providing a long-term solution to the PSPS events. The ultimate goal is to develop a resiliency zone that would allow the community to maintain power during the PSPS events. There is no estimated time to create a communitywide resiliency zone at this time.

Fiscal Impacts

N/A

Attachments:

1. Resolution __-2020
2. PG&E CRC Sublet Agreement

City of Colfax

City Council

Resolution № __-2020

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PUBLIC SAFETY POWER SHUTOFF SUBLET AGREEMENT FOR 7 NORTH MAIN STREET

WHEREAS, The City of Colfax experienced extended power interruption from the PG&E Public Safety Power Shutoff (PSPS) during the fall of 2019; and,

WHEREAS, PG&E has stated PSPS events are an ongoing reality for an undetermined amount of time; and,

WHEREAS, PG&E is proposing to place Customer Resource Center (CRC) in key locations to provide residents with a location with charging and resource connections; and,

WHEREAS, staff and PG&E have developed the PSPS CRC Agreement for 7 North Main Street for council approval.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a Public Safety Power Shutoff sublet agreement for 7 North Main Street.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Council Meeting of the City Council of the City of Colfax held on the 13th of May 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Marnie Mendoza, Mayor

Jaclyn Collier, City Clerk

Attachment 2**LICENSE AGREEMENT**
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this 14th day of May, 2020 (the "**Effective Date**") by the City of Colfax, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**."

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as Freight Depot, located at 7 North Main Street, Assessor's Parcel Number 006-071-007-000, hereinafter called the "**Property**," located in the City of Colfax, County of Placer, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 24 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E -within 8 hours after receipt of PG&E's notice.

3. Use. PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event, as well as establishing and operating a staging area to support the command, control, and coordination of any patrol, inspection, and restoration of electric facilities in case of a PSPS Event ("**PG&E's Activities**"). LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and fencing; parking mobile vehicle units and other vehicles; and staging equipment, supplies and materials. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

Attachment 2

4. Term. This License Agreement shall be for a term of five (5) years, commencing on May 14, 2020 and expiring May 14, 2025. The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least ninety (90) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "**Use Days.**" During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area as nearly as possible to the condition that existed prior to PG&E's entry hereunder within 72 hours of the close of the PSPS event.

(c) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(d) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(e) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

Attachment 2

6. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

7. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

8. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure in accordance with **EXHIBIT C**.

9. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

Attachment 2

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY, City of Colfax
a California corporation

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment 2**EXHIBIT A**

7 N Main Street, Colfax, CA 95713

Placer County Assessor's Parcel Number: 006-071-007-000



Attachment 2**EXHIBIT B****NOTICES****TO LICENSOR:**

Any notice to Licensor, including the notice to be given pursuant to Section 2 of the License Agreement, shall be sent to _____ at the following email address: _____.

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 2 of the License Agreement shall be sent to Emad Gholani at the following email address: Emad.Gholani@pge.com.

Attachment 2**EXHIBIT C**

EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

Issued to: To Whom It May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.


JANAIZE MARKLAND
Director of EORM & Insurance
Pacific Gas & Electric Company

SI Certification Letter
File: PGE-246.01