

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

← · Mayor Sean Lomen · Mayor Pro Tem Trinity Burruss  
Councilmembers · David Ackerman · Joe Fatula · Marnie Mendoza →

---

## REGULAR MEETING AGENDA

July 14, 2021

Regular Session: 6:00PM

---

**This meeting will be held at Colfax City Hall, 33 South Main Street, along with an option to join via zoom if preferred:**

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/86091154193>

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

**860 9115 4193**

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

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

Submit public comments to the City Clerk via email at [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov), by mail to PO Box 702, Colfax CA 95713, or drop them off in the office at 33 S. Main Street, Colfax CA 95713 by 4pm on the day of the meeting.

Comments received will be submitted to Council and made part of the record.

**1 CLOSED SESSION (No Closed Session)**

**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**

3B. **CHP**

3C. **City of Colfax Volunteer Fire Department/PCFD**

**4 PRESENTATION**

4A. **Placer County Mosquito and Vector Control District Update** *(pages 4-17)*

**Presenters:** Joel Buettner, District Manager

Meagan Luevano, Public Information Officer

## 5 PUBLIC HEARING

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

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

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

### 5A. **Amendment of Colfax Municipal Code Chapter 2.28 (Fire Department)** (pages 18-21)

**Presenters:** Wes Heathcock, City Manager

Alfred A. "Mick" Cabral, City Attorney

**Recommendation:** Conduct a Public Hearing And, By Motion, Waive the Second Reading and Adopt Ordinance 545 Amending Colfax Municipal Code Chapter 2.28 (Fire Department).

## 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. **Bureau Veritas 3-year Agreement (Building Inspection)** (pages 22-36)

**Recommendation:** Adopt Resolution \_\_-2021 authorizing the City Manager to enter into a 3-year contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$355,453.

### 6B. **FY 2021/2022 SB 1 Funding Project List** (pages 37-39)

**Recommendation:** Adopt Resolution \_\_-2021 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.

\*\*\* end of consent calendar \*\*\*

## 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 (no Council Business)**

**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, Amy Lind, Interim City Clerk for the City of Colfax, declare that this agenda was posted at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

*Amy M. Lind*

---

Amy Lind, Interim 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.

---

# ANNUAL MOSQUITO ACTIVITY UPDATE

Joel Buettner, District Manager

Meagan Luevano, Public Information Officer



PLACER  
MOSQUITO  
& VECTOR  
CONTROL  
DISTRICT

## **Who We Are**

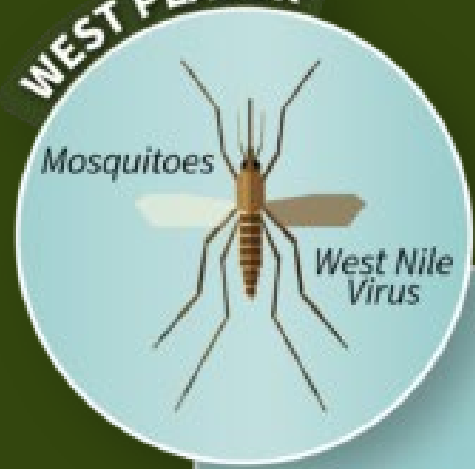
Independent, non-enterprise, special district in Northern California governed by California Mosquito and Vector Control Law and a seven-member Board of Trustees. 22 full time staff and we hire annual seasonal employees.



## **District Mission**

To effectively and efficiently manage the risks from vectors and vector-borne disease in order to protect public health and quality of life in Placer County.

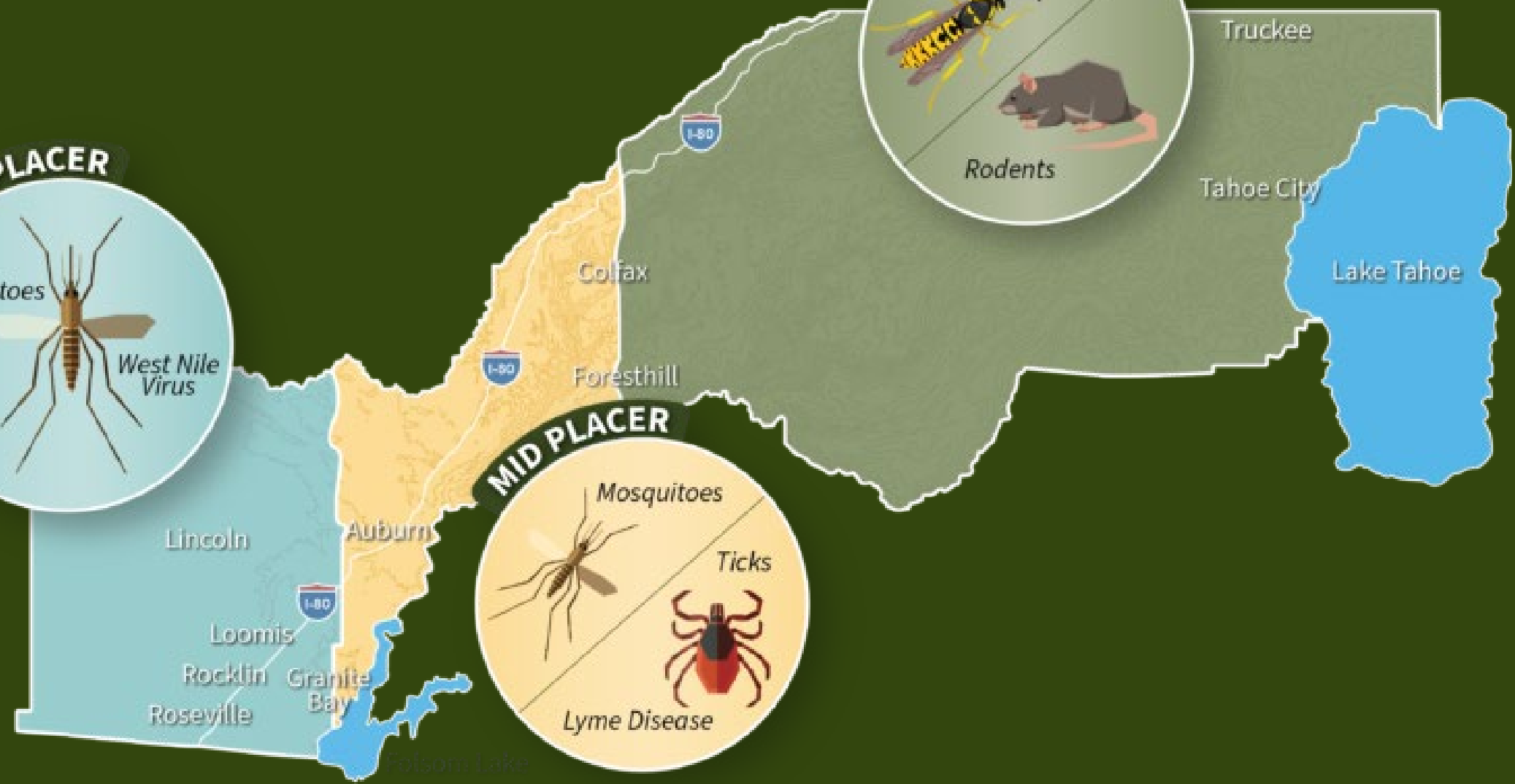
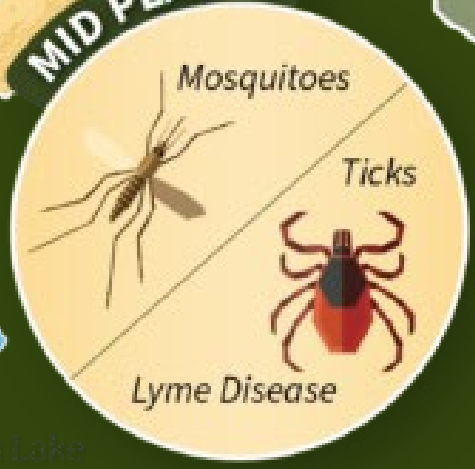
### WEST PLACER



### EAST PLACER



### MID PLACER



# What We Do

- Integrated Vector Management
- Vector and disease surveillance
- Chemical control
- Biological and physical control
- Community outreach
- Technology and innovation
- Applied research





# 2020 By the Numbers



**13**

drone applications to treat larval mosquitoes



**58**

positive West Nile virus mosquito samples



**92**

good neighbor project service requests to look for invasive *Aedes aegypti*



**4**

seasonal staff members



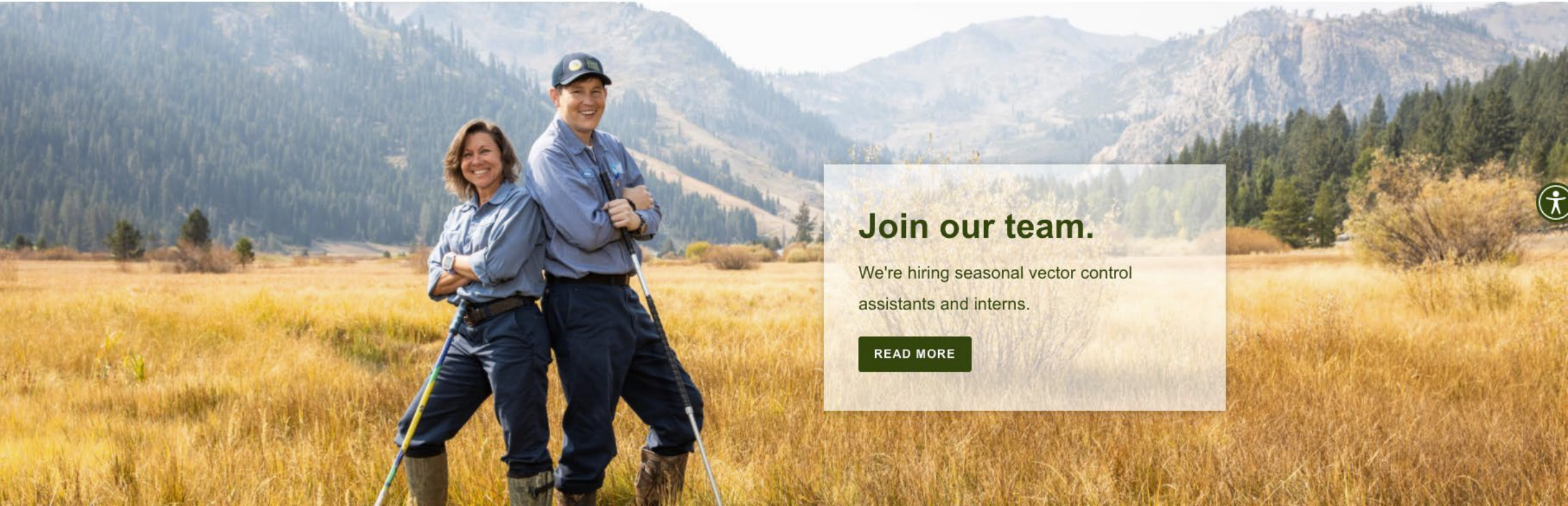
**57**

aerial and ground-based larvicide and adulticide treatments



HOW DO I?

WHAT WE DO WHO WE ARE RESOURCES PREVENTION INFORMATION NEWS CONTACT



# Join our team.

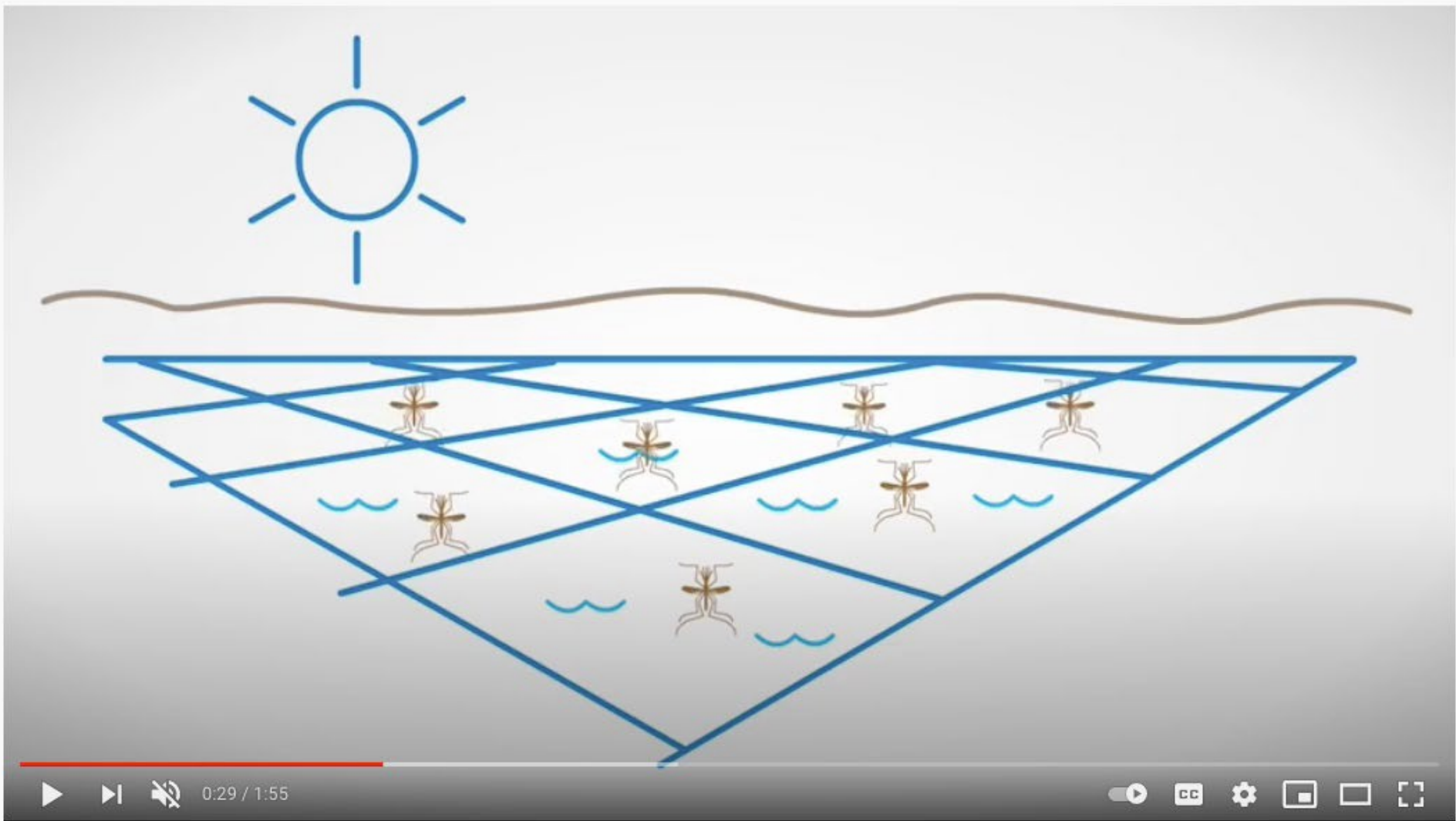
We're hiring seasonal vector control assistants and interns.

READ MORE





Webster & Wanda Explore Heartworm in Pets



Breaking it Down: Anopheles freeborni (rice field mosquito)

# Who Do You Call

## Placer Mosquito & Vector Control District

- Surveillance and control of mosquitoes, ticks and yellowjackets

## Placer County Animal Services

- Lost dogs, cats, dead animals and nuisance wildlife

## Placer County Public Health

- Communicable diseases in humans

## Private Pest Control

- Spiders, cockroaches, rodents, etc. inside your home

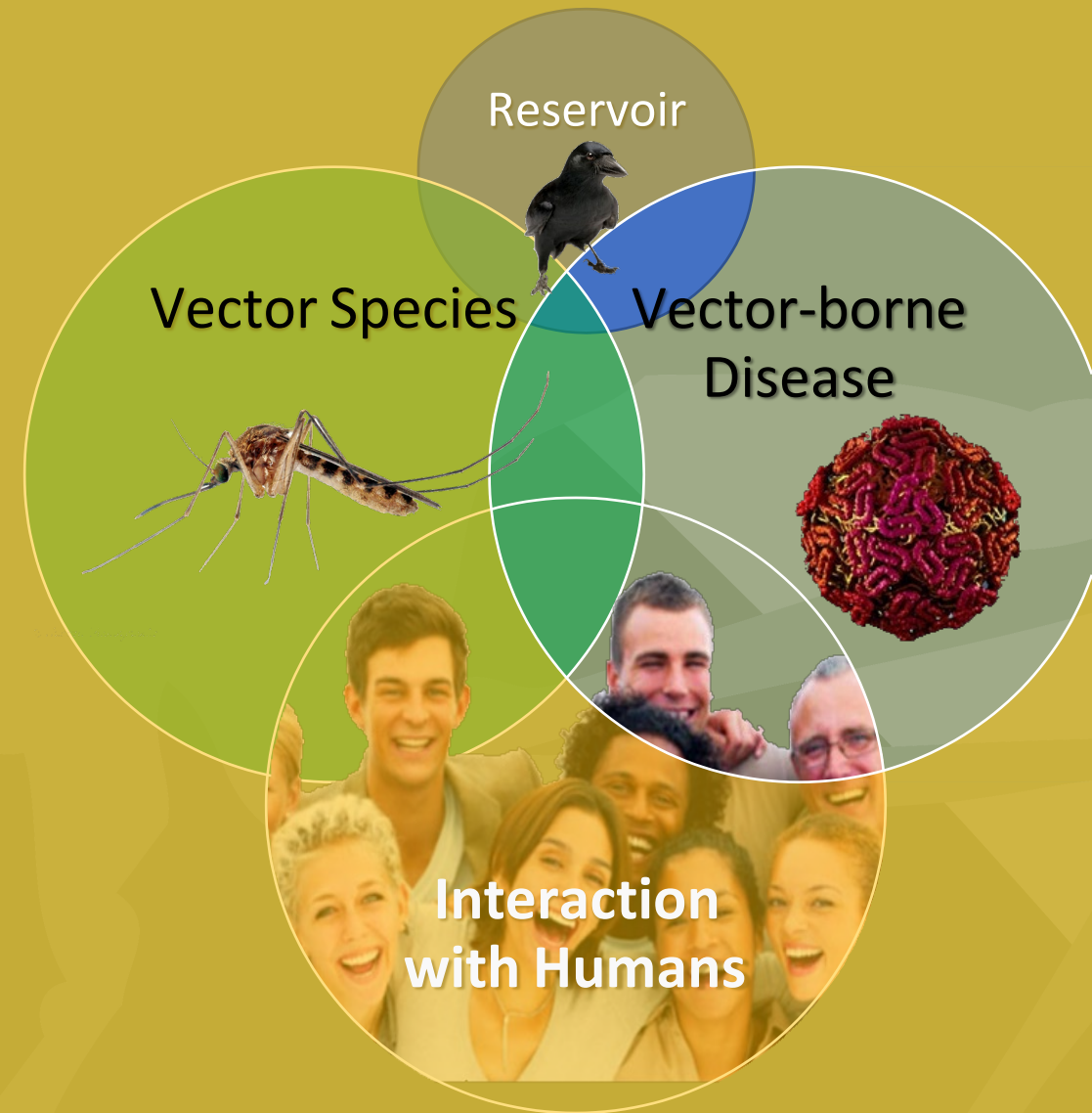
# VECTORBORNE DISEASE PREVENTION

## DISTRICT RESPONSIBILITIES

- Monitor vectors and diseases in the environment, and communicate risk to the public
- Manage mosquito populations using integrated vector management tools like adulticides, larvicides, biological control, physical control
- Make decisions based on sound science

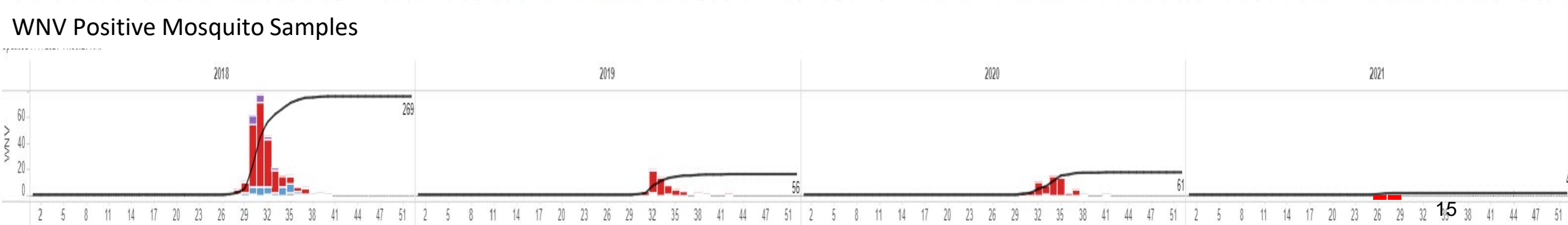
## PUBLIC'S RESPONSIBILITIES

- Defend - Prevent mosquito bites by wearing repellent and protective clothing
- Drain - Maintain property to minimize standing water and containers
- District - Contact the District to report mosquito problems



# Mosquito Season Outlook for 2021

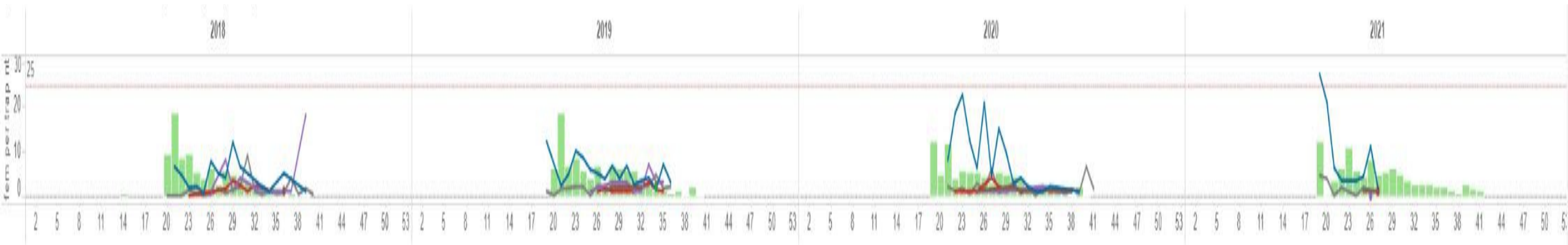
- Drought conditions are often related to increased WNV.
- Invasives were not found in 2020, but we will continue our surveillance program.
- Mosquito activity will increase in all areas of the county as temperatures warm.
- First WNV positive mosquitoes were detected in late June in the Roseville area.



# Mosquito Season Outlook for 2021

- In Colfax and surrounding areas, we are past the worst of the treehole mosquito season
- Watch out for tick nymphs and yellowjackets

Mosquitoes around Colfax and Surrounding Areas



Blue – Treehole mosquitoes  
Red and Purple – WNV mosquitoes



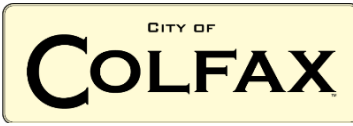


**[placermosquito.org](http://placermosquito.org)**

Sign up for **email news and treatment notifications**

Follow us on social media **@placermosquito**

**(916) 380-5444**



# Staff Report to City Council

## FOR THE JULY 14, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
 Alfred A. “Mick” Cabral, City Attorney  
**Subject:** Amendment of Colfax Municipal Code Chapter 2.28 (Fire Department)

*Budget Impact Overview:*

<b>N/A:</b> ✓	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
---------------	----------------	-------------------	----------------	-----------------

**RECOMMENDED ACTION:** Conduct a Public Hearing And, By Motion, Waive The Second Reading And Adopt Ordinance 545 Amending Colfax Municipal Code Chapter 2.28 (Fire Department).

### Summary/Background

Colfax Municipal Code Chapter 2.28 establishes a volunteer fire department within the City. It requires appointment of a Fire Chief and specifies the Chief’s duties and responsibilities.

The City has the right to contract for fire suppression with any entity of its choice. Chapter 2.28 does not provide for obtaining volunteer firefighter services by contract, even though the law allows it to do so, so a minor amendment is recommended to address that circumstance.

At the June 23, 2021 regular meeting, Council introduced the proposed ordinance by title, waived the first reading and scheduled it for adoption at the July 14, 2021 regular meeting. Staff recommends conducting a Public Hearing on the proposed ordinance followed by waiver of the second reading and adoption.

The effective date of the proposed ordinance, if approved, will be August 13, 2021, which is 30 days after the anticipated adoption.

### Fiscal Impacts

N/A

### Attachments:

1. Proposed Ordinance 545

CITY OF COLFAX

ORDINANCE NO. 545

**AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CODE CHAPTER 2.28 PERTAINING TO THE CITY'S VOLUNTEER FIRE DEPARTMENT**

The City Council of the City of Colfax does ordain as follows:

Section 1:

Colfax Municipal Code Title 2, Chapter 2.28 is hereby amended by adding Section 2.28.100 in the form and substance contained in the Ordinance attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Superceding Provisions

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous Ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. California Environmental Quality Act Findings

The City of Colfax finds that, if the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (hereinafter "CEQA") apply, the title of this ordinance would constitute a brief description of the "Project" as required by Section 15062(a)(1) of the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (the "CEQA Guidelines").

FINDING OF NO PROJECT

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by or used in CEQA, the CEQA Guidelines or any court or attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action.

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the exemptions provided by Senate Bill 94, and within the "common sense" CEQA exemption provided in 14

CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

Section 5. Effective Date

This Ordinance, and all of its provisions, shall take effect thirty (30) days after its adoption and shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing Ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax held on the 23<sup>rd</sup> day of June, 2021, and passed and adopted at a duly held regular meeting of the City Council held on the 14<sup>th</sup> day of July, 2021, by the following vote:

- AYES:
- NOES:
- ABSENT:

\_\_\_\_\_  
Sean Lomen, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Alfred Cabral  
City Attorney

\_\_\_\_\_  
Amy Lind  
City Clerk

**EXHIBIT A**  
**CITY OF COLFAX**  
**ORDINANCE NO. 545**

**AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFX MUNICIPAL  
CODE TITLE 2, CHAPTER 2.28 PERTAINING TO THE VOLUNTEER FIRE  
DEPARTMENT**

Colfax Municipal Code Title 2, Chapter 2.28 is hereby amended by adding Section 2.28.100 as follows:

**2.28.100      Authority to Contract**

The City may provide for its volunteer fire department and related services by contract, agreement or other arrangement with any legal entity. All contracts, agreements and other arrangements to that effect previously approved by the City Council are hereby ratified and approved.



# Staff Report to City Council

## FOR THE JULY 14, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Bureau Veritas 3-year Agreement (Building Inspection)

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded: ✓</b>	<b>Un-funded:</b>	<b>Amount: \$355,453</b>	<b>Fund(s): 100-400</b>
-------------	------------------	-------------------	--------------------------	-------------------------

**RECOMMENDED ACTION:** Adopt Resolution \_\_-2021 authorizing the City Manager to enter into a 3-year contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$355,453.

### Summary/Background

The current contract with Bureau Veritas provides contract services for an onsite Building Inspector on an as needed basis. Bureau Veritas is a respected leader in testing, inspection and certification services. Bureau Veritas has successfully provided Colfax with the adequately trained inspectors to execute necessary inspection duties. The position is also available for code enforcement and nuisance abatement work.

The current contract with Bureau Veritas requires approval from City Council to extend services beyond the 2020/21 Fiscal Year. Staff is recommending a 3-year agreement with Bureau Veritas with a 3% cost escalader in year 2 and year 3.

Bureau Veritas 3-Year Costs	
Fiscal Year	Value
FY 2021/22	\$115,000
FY 2022/23	\$118,450
FY 2023/24	\$122,003
<b>Total Cost</b>	<b>\$355,453</b>

### Fiscal Impacts

Funding is through the General Fund with revenue available with the City’s increasing building permit activity. The operating budget account is Fund 100-400. The total contract value is not to exceed \$355,453.

### Attachments:

1. Resolution \_\_-2021
2. Bureau Veritas Agreement

# City of Colfax

## City Council

Resolution №\_\_-2021

---

AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR CONTRACT WITH BUREAU VERITAS FOR BUILDING INSPECTION SERVICES ON AN AS NEEDED BASES FOR AN AMOUNT NOT TO EXCEED \$355,453

---

**WHEREAS** the City of Colfax needs the services of a Building Inspector on an on-call basis; and,

**WHEREAS** Bureau Veritas is a qualified firm for supplying Building Inspection personnel; and,

**WHEREAS**, Bureau Veritas has successfully provided Colfax with adequately trained inspectors to execute necessary inspection duties; and,

**WHEREAS**, the Bureau Veritas initial contract has been fulfilled, and the City is in-need of extending the contract through June 30, 2024.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax, authorizing the City Manager to enter-into a 3-year contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$355,453.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at a regular meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of July 2021 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Sean Lomen, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Lind, Interim City Clerk**

## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this **15<sup>th</sup>** day of **July, 2021** by and between the City\_ of Colfax, a municipal corporation of the State of California ("City") and **Bureau Veritas North America** ("Consultant").

### **RECITALS**

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

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

### **Section 1. Services.**

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

### **Section 2. Time of Completion.**

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for three (3) years in an amount not to exceed \$355,453.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

### **Section 3. Compensation.**

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



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

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

#### **Section 4. Professional Ability; Standard of Quality.**

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

#### **Section 5. Indemnification.**

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

## **Section 6. Insurance.**

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

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

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

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

**Section 7. Subcontracts.**

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

**Section 8. Assignment.**

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

**Section 9. Entire Agreement.**

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

**Section 10. Jurisdiction.**

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

**Section 11. Suspension of Services.**

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

## **Section 12. Termination of Services.**

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

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

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

## **Section 13. Independent Contractor.**

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

## **Section 14. Ownership of Documents.**

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have

the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

#### **Section 15. Changes and/or Extra Work.**

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

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

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

#### **Section 17. Retention of Records.**

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

## **Section 18. Alternative Dispute Resolution**

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

**Section 19. Severability.**

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

**Section 20. Entire Agreement; Amendment.**

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

**Section 21. Time of the Essence.**

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

**Section 22. Written Notification.**

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

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

If to Consultant:        Bureau Veritas North America  
                                      180 Promenade Circle, Suite 150  
                                      Sacramento, CA 95834

**Section 23. Execution.**

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



**Section 24. Successors.**

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

**Section 25. Attorney's Fees.**

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

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

CITY

CONSULTANT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

## PLAN REVIEW, INSPECTION AND PERMIT TECHICIAN SERVICES, CITY OF COLFAX

JUNE 16, 2021

### Plan Review

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform plan review services. Plan review services shall consist of the review of plans and documents for compliance with jurisdiction adopted or enforced codes and regulations. Plan review services will be provided in accordance with accepted standards of practice for governmental plan review and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Plan review services covered under this agreement will be performed in the offices of BVNA, unless otherwise authorized by the jurisdiction. Plan review can be provided as full review, partial review, or discipline specific, as requested by the jurisdiction for each project.

### Plan review services may include the review of:

- Non-structural fire and life safety plans examination
- Structural plans examination
- Electrical, mechanical, & plumbing code plans examination
- Disabled access code plans examination
- Green building code plans examination
- Energy code plans examination
- Fire sprinkler and alarm plans examination
- Fire code compliance

Plan review services shall be identified in the project task order and corresponding rate schedule. Additional services can be negotiated between BVNA and the jurisdiction, if needed. If corrections are required, BVNA will prepare comment or correction letters. The correction letter shall describe each required correction or addition, and reference the applicable code section. Letters will be distributed as directed by the jurisdiction. If plans are recommended for approval, BVNA shall transmit to the jurisdiction the required number of sets of plans and associated documents with the plans stamped "Reviewed for Code Compliance" to indicate that the plans have been reviewed by BVNA and found to be in substantial compliance with applicable codes.

Typical turnaround times for building plan review are as follows:

Service	Initial Check (working days)	Recheck (working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	10	7	7	5
Residential addition and/or accessory building	10	7	7	5
New Residential	15	10	10	7
Multi-Residential and New Multi-Residential, Commercial, and Industrial	15	10	10	7

# EXHIBIT A

Complex, large, or unusual project	*	*	*	*
------------------------------------	---	---	---	---

\*Turnaround times for unusually complex or large projects can be negotiated.

## Electronic Plan Review

At the request of the jurisdiction, BVNA can provide electronic plan reviews. BVNA can utilize the system preferred by the jurisdiction, or can provide electronic review simply using PDF software.

## Third Party Review

This is an optional method to accomplish the plan review for applicants that desire preliminary plan reviews or have expediting needs due to project time constraints.

This method allows the designer to work with plan review staff early in the design process to avoid code problems that could lead to extensive redesign of completed plans. It also allows the permit applicant to pay for review services directly to BVNA, independent of the normal jurisdiction plan review fee.

With approval of the Building Official, BVNA can provide third-party plan reviews/inspections. BVNA shall be solely responsible for the collection of any third-party fees.

## Inspection Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform site inspection services to verify substantial compliance with approved plans and jurisdiction adopted codes and regulations. Inspection services will be provided in accordance with accepted standards of practice for governmental inspection and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

### Inspection services may include the following elements:

- Non-structural fire and life safety
- Structural
- Electrical, mechanical, & plumbing
- Disabled access
- Green building
- Energy
- Fire sprinkler and alarm
- Fire code compliance

Inspection services can be provided on a full-time, part-time, or as-needed basis in accordance with the requirements of the jurisdiction. Building Inspectors provided by Bureau Veritas North America, Inc. shall perform the following services:

- Become familiar with approved project plans and documents prior to inspection.
- Conduct site inspection using safe work practices.
- Identify areas of non-compliance.
- Prepare correction notice and/or discuss non-complying items and solutions with jobsite superintendent.
- For serious violations, notify Building Official and issue stop work notice in accordance with jurisdiction policies and procedures.
- Provide reinspections as necessary to address non-complying items.
- Provide inspection records in accordance with jurisdiction policies and procedures.
- When requested by the jurisdiction, coordinate inspections with fire, health, and other government agencies, as applicable to the project.

# EXHIBIT A

## Permit Technician Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall provide on-sit permit technician services. Permit technician services will be provided in accordance with the policies, procedures, and practices of the jurisdiction.

### Permit technician services may include:

- Interface with the public, internal staff, and related departments
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software, where applicable

## Schedule of Fees

BVNA proposes to provide inspection services on an as-needed basis for the City of Colfax.

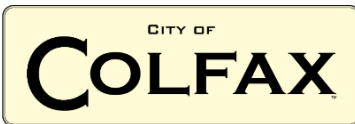
### Hourly rates for project personnel are outlined below:

<u>Staff Level Classifications</u>	<u>Hourly Billing Rate</u>
Senior / Structural Plan Check Engineer	\$140
M/E/P Plan Check Engineer	\$125
CASp Plan Review / CASp Inspector	\$115 / \$135
Plans Examiner	\$110
Building Inspector	\$90
Permit Technician	\$65
Fire Marshal	\$140
Fire Protection Engineer/Plans Examiner	\$140
Fire Inspector	\$105

### SCHEDULE OF RATES:

The rates include the cost of employee salaries plus sick leave, vacation, holiday and other fringe benefits. The rates include indirect overhead costs and fee (profit). Fees listed above include regular hourly labor rates. All Employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1-1 /2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

*The above rate are subject to annual increases in accordance with CPI and City Manager approval.*



# Staff Report to City Council

## FOR THE JULY 14, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Martin Jones, Public Works Director  
**Subject:** FY 2021/2022 SB1 Funding Project List

*Budget Impact Overview:*

<b>N/A:</b> ✓	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
---------------	----------------	-------------------	----------------	-----------------

**RECOMMENDED ACTION:** Adopt Resolution \_\_-2021 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 \$41,341 in SB 1 Funds in Fiscal Year 2021-2022. 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 form 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\_\_-2021

# City of Colfax

## City Council

Resolution No. \_\_\_-2021

---

### **ADOPT A LIST OF POTENTIAL PROJECTS FOR FISCAL YEAR 2021-22 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 in 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 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 \$41,341 in RMRA funding in FY 2021-22 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, so 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 in 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 2021-22 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:** Fiscal Year 2021-22

- 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: Fiscal Year 2021-22
  
- 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: Fiscal Year 2021-22
  
- 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: Fiscal Year 2021-22
  
- Forest Hill 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: Fiscal Year 2021-22

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of July 2021 by the following vote of the Council:

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

**ATTEST:**

---

Amy Lind, Interim City Clerk

---

Sean Lomen, Mayor