

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

January 26, 2022

Closed Session: 5:00 PM

Regular Session: 6:00PM

This meeting will be held at Colfax City Hall, 33 South Main Street, and attended via Teleconference.

You may also join via ZOOM on a computer or mobile device by visiting <https://us02web.zoom.us/j/84001391836>

Dial in by calling one of the numbers listed below and enter the Webinar ID:
840 0139 1836

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 Councilmember Sean Lomen location at 108 Clements Ave, Starkville MS 39759

Submit public comments to the City Clerk via email at 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

1A. Call Closed Session to Order

1B. Roll Call

1C. Public Comment on Closed Session Items

1D. Closed Session:

(a) Public employee performance evaluation pursuant to Government Code Section 54957

Title: City Manager

***** PUBLIC COMMENTS FOR CLOSED SESSION MUST BE RECEIVED BY 4:00 PM, JANUARY 26, 2022*****



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. CALFIRE
- 3D. Chamber of Commerce

4 **PRESENTATION**

- 4A. 211 Presentation – Office of Emergency Services

Presentation By: Assistant Director David Atkinson

Recommendation: Receive information regarding the purpose of 211 and the operations of the EOC during the recent winter storm event – Discuss and provide public feedback.

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. **CDBG Contract 20-CDBG-CV-1-00002** (Pages 5-7)

Presenter: Lori Adams, Principal of the Adams Ashby Group

Recommendation: After receiving comments and answering questions, direct staff to submit required close out documents per the requirements set forth by the State of California Dept. of Housing and Community Development.



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. Cash Summary – December 2021 (Pages 8-20)

Recommendation: Accept and File

6B. Minutes (Pages 21-25)

Recommendation: By Motion, approve the Colfax City Council Meeting minutes of 1-12-22

6C. Caltrans Sustainable Transportation Grant – Local Government Commission (LGC)

Agreement (Pages 26-44)

Recommendation: Authorize the City Manager to enter into an agreement with Local Government Commission to perform outreach and project administration for the Caltrans Sustainable Transportation Grant in an amount not to exceed \$238,371.

*** 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**

9A. Placer Mosquito and Vector Control District (PMVCD) Committee Assignment (Page 45)

Recommendation: Discuss and assign primary and alternate committee members for the Placer Mosquito Vector Control District (PMVCD).

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**

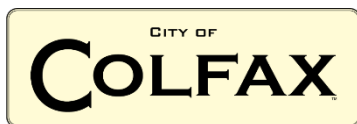
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

Marguerite Bailey

Marguerite Bailey, 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





Staff Report to City Council

FOR THE JANUARY 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Marguerite Bailey, City Clerk
Subject: Public Hearing for CDBG Contract 20-CDBG-CV-1-00002

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$16,409.27	Fund(s): Grant
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RECOMMENDED ACTION: After receiving comments and answering questions, direct staff to submit required close out documents per the requirements set forth by the State of California Department of Housing and Community Development.

Summary/Background

The City of Colfax was awarded funds from the Department of Housing and Community Development under the American Reinvestment and Recovery Act for contract number 20-CDBG-CV-1-0002. The funds were to provide Subsistence Payment grants to residents of the City of Colfax. Qualified residents that were eligible for the COVID-19 Relief Grant Program (Program) were provided assistance with a grant up to \$5,000 to assist with payment for their utilities for up to 3 months.

The City conducted two workshops, posted flyers, provided outreach on social media, and conducted a direct mail campaign. A total of 19 individuals completed the pre-qualification form and 2 individuals completed and returned their applications and documents. No additional interest was received after the multiple outreach efforts.

Per the requirements of the CDBG contract, the City is required to hold a Public Hearing to review the Final Grantee Performance Report (attached) and to review the past use of funds and program performance for the City of Colfax Community Development Block Grant Program contract 20-CDBG-CV-1-0002. This agreement with the State of California Department of Housing and Community Development also requires the City to solicit citizen input regarding the outcome and accomplishments of the funding received under this contract.

The City of Colfax awarded grants to 2 households.

FISCAL IMPACT:

The grant funding under this contract was \$60,224.00 described as follows:

	Grant Award	Expended
General Administration	\$10,238.00	\$10,238.00
Subsistence Program	\$49,986.00	\$ 6,171.27
Total	\$60,224.00	\$16,409.27

Attachments:

1. Closeout Certification
2. Disencumber Letter



P. O. Box 702, Colfax, CA 95713

Closeout Certification Form

State of California, Dept. of Housing & Community Development
 Attn: CDBG Program, Mary Rice, CDBG Representative
 Department of Housing and Community Development
 2020 West El Camino Avenue
 Sacramento, CA 95833

RE: CLOSEOUT CERTIFICATION of CDBG Grant No. 20-CDBG-CV1-00002

It is hereby certified that all activities undertaken by the Grantee with funds provided under the above grant agreement have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the grant agreement; and that every statement and amounts set forth in the final CDBG Funding Request and Activity Report is, to the best of my knowledge, true and correct.

Any property acquired in whole or in part with CDBG funds or CDBG Program Income shall be accounted for in accordance with the provisions of Section 7118 and 7104 of the State CDBG regulations pertaining to property management and program income. Please list any property acquired in whole or in part with grant funds or program income expended for the grant or, if applicable, state "none" acquired. Please see Chapter 19, Property Management, in the Grants Management Manual for more detailed instructions.

Note: Future disposition of this property shall be carried out in accordance with Section 7118 of the State CDBG Regulations. Please see CFR 24 Sec. 570.505 Use of real property for instructions.

1.	NONE	4.	
2.		5.	
3.		6.	

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR Part 200. The Grantee will resolve any audit findings relating to both the program and financial aspects of the grant. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Date: 1/27/2022	Typed Name and Title of Authorized Grantee Representative: Name: Wes Heathcock Title: City Manager	Signature of Authorized Grantee Representative:
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P. O. Box 702, Colfax, CA 95713

January 27, 2022

State of California, Dept. of Housing & Community Development
 Attn: CDBG Program, Mary Rice, CDBG Representative
 Department of Housing and Community Development
 2020 West El Camino Avenue
 Sacramento, CA 95833

RE: City of Colfax – 20-CDBG-CV1-00002
 Disencumber of Funds Request

Dear Ms. Rice –

Please accept this letter as a formal request for the CDBG Department to proceed with disencumbering the following funds for an awarded activity within our contract 20-CDBG-CV1-00002:

Activity	Awarded Amount	Disencumber Amount
Subsistence Payment	\$60,224.00	\$43,814.73

If you have any questions or additional concerns, please do not hesitate to contact our consultant Adams Ashby Group, Inc. Lorie Ann Adams at 916-449-3944.

Thank you again for your attention to these matters.

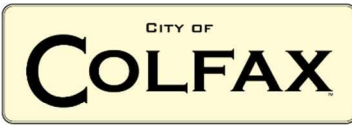
Sincerely,

Wes Heathcock
 City Manager

cc: Lorie Adams, Adams Ashby Group, Inc.

Ph: (530) 346-2313
 Fax: (530) 346-6214

Web: www.colfax-ca.gov
info@colfax-ca.gov



Staff Report to City Council

FOR THE JANUARY 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – December 2021

Budget Impact Overview:

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

Summary/Background

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in December 2021. Some monthly highlights are listed below:

- December revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of October 2021 (two-month lag).
 - Final (50%) Mitigation Fees and Sewer connections for the Best Western Development.
 - Fair share reimbursement related to Roundabout project from the Best Western Development.
- December expenditures included:
 - Quarterly payment for Sheriff and Fire services
 - Ongoing monthly operating expenses and approved capital project expenditures.
- Negative cash fund balances at the end of December are due to timing of funding allocations and reimbursements:
 - Fund 203 – Cares Act Funding CDBG. This grant funding was for City Subsistence Assistance program. The City has elected to close this program due to lack of participation. Grant closeout and request for reimbursement of expenses is expected in 2022-Q1.
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding was requested in December and initial allocation is expected in early 2022.

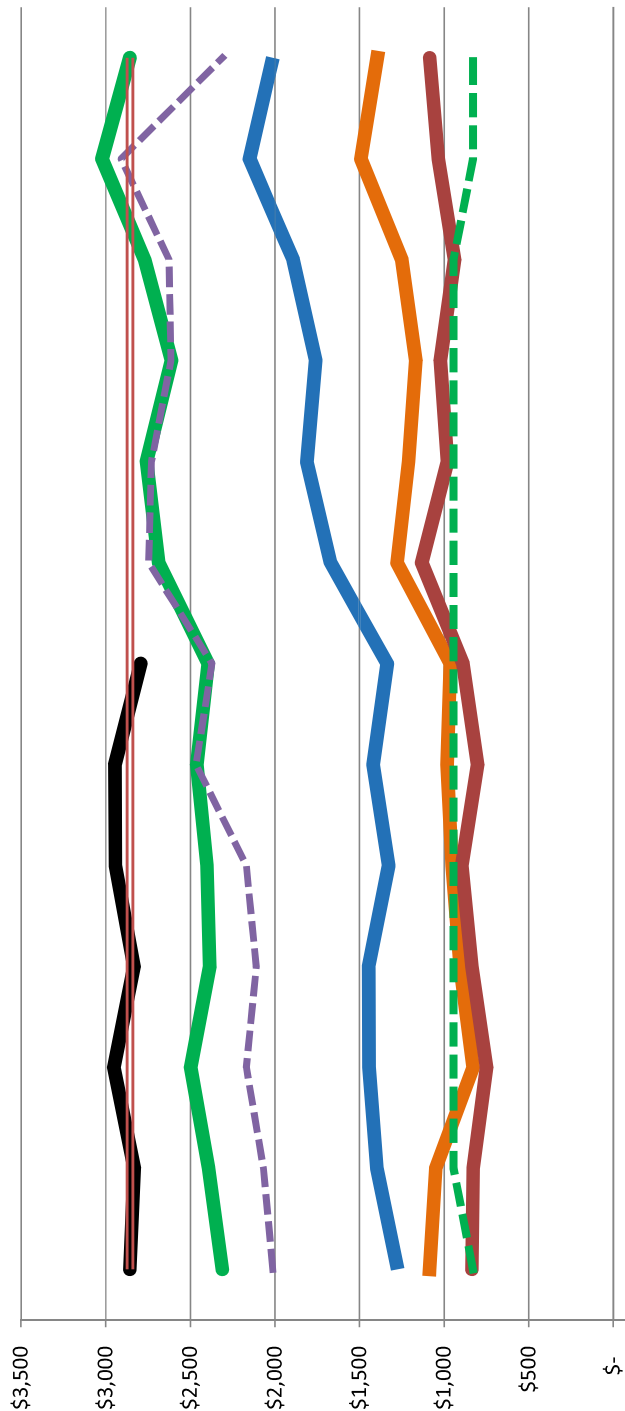
- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. Second round of Reimbursement requests are scheduled to be submitted in January and include all expenses through end of 2021.
- Fund 373 – S Auburn/Whitcomb improvements. This project will be funded with Road Mitigation fees at project completion. Final costs and fund transfers are anticipated in January 2022.
- Fund 374 – Roundabout Monument – this project will be funded with Road Mitigation fees at project completion. Final costs and fund transfers are anticipated in January 2022.
- Fund 377 – 101 Railroad Parking lot. This project will be funded with Downtown Parking Mitigation fees at project completion. Final costs and fund transfers are anticipated in January 2022.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly – final grant award was processed in December.
- Fund 576 – Phase II – Pond 3 Fissure Repair. This project is anticipated to be funded by insurance.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections – allocation of funds will be made at design project completion. Future repair work estimated at \$336K and will be funded at completion by Sewer Connection fees or ARPA funding.
- Anticipated revenues/expenditures for January include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of November 2021 (two-month lag).
 - First allocation (55%) of annual Property tax revenues and delinquent sewer charges from Placer County tax rolls.
 - Expenditures
 - Ongoing monthly operating expenses and approved capital project expenditures.

Attachments:

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

City of Colfax - December 2021 General Fund Reserved Cash Analysis

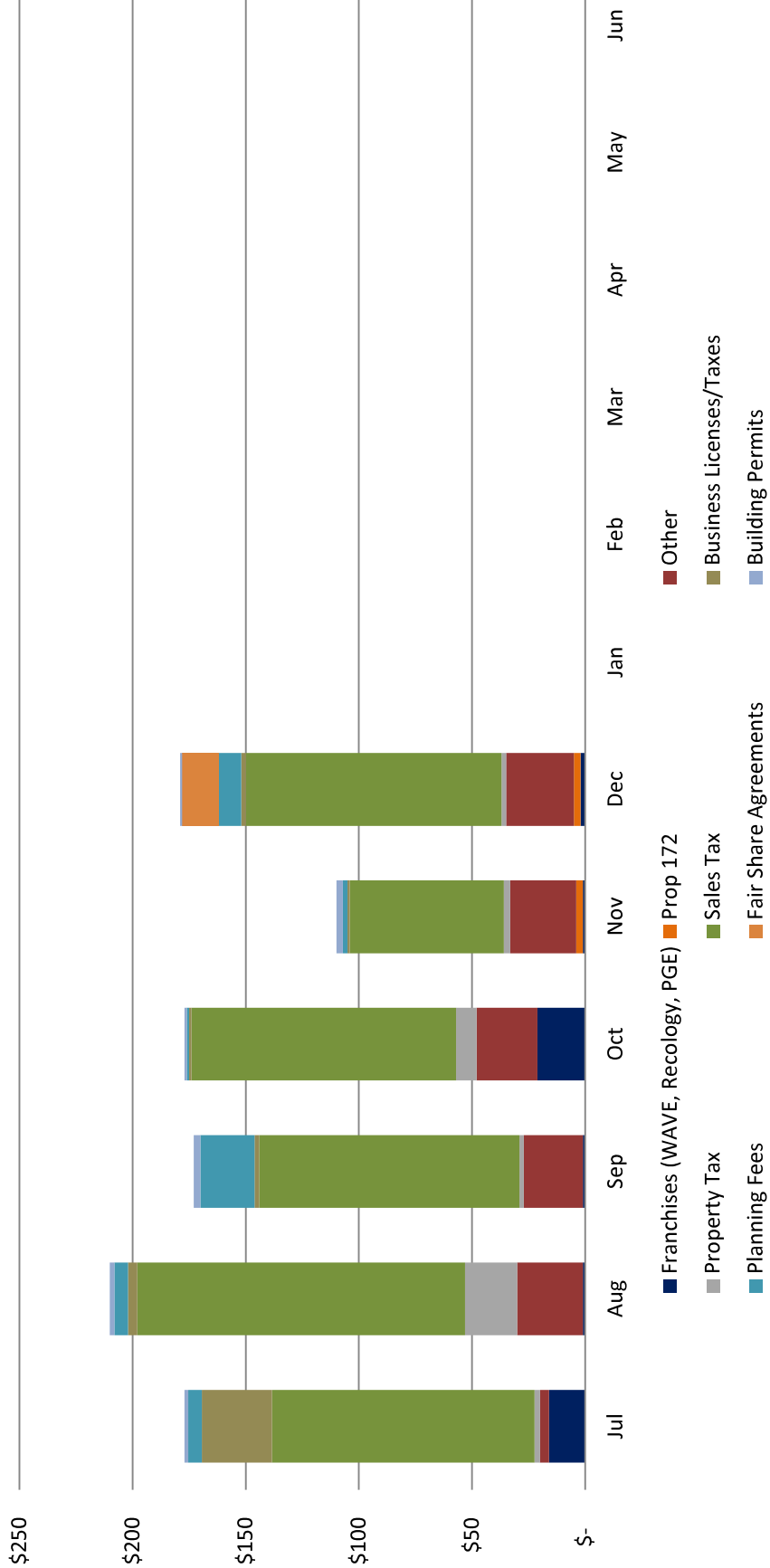
(Dollars in Thousands)

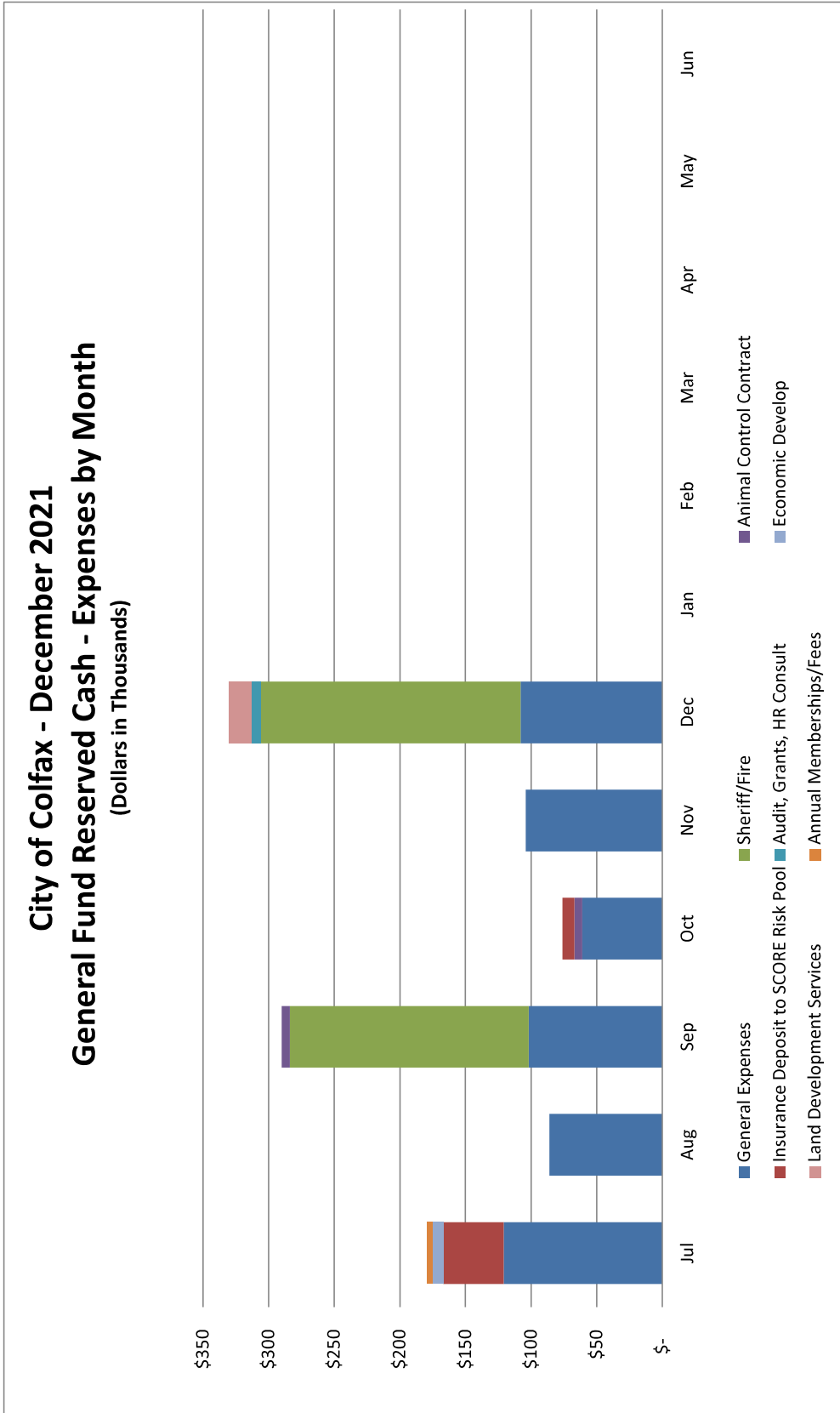


Fiscal Year 2021-22 >>

	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794						
Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
* Reserves (Ops, Cap, Pen)	\$830	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$830	\$830
Budget FY2021-22	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857

City of Colfax - December 2021 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)





**City of Colfax
Cash Summary
December 31, 2021**

	Balance 11/30/2021	Revenues In	Expenses Out	Transfers	Balance 12/31/2021
US Bank	\$ 116,034.47	\$ 682,329.70	\$ (651,300.64)	\$ 75,000.00	\$ 222,063.53
LAIF	\$ 8,093,368.46	\$ -		\$ (75,000.00)	\$ 8,018,368.46
Total Cash - General Ledger	<u>\$ 8,209,402.93</u>	<u>\$ 682,329.70</u>	<u>\$ (651,300.64)</u>	<u>\$ -</u>	<u>\$ 8,240,431.99</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,209,702.93</u>	<u>\$ 682,329.70</u>	<u>\$ (651,300.64)</u>	<u>\$ -</u>	<u>\$ 8,240,731.99</u>

Change in Cash Account Balance - Total \$ 31,029.06

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (561,964.87)	
3. Cash Receipts - Daily Cash Summary Report	\$ 537,005.92	
Payroll Checks and Tax Deposits	\$ (65,757.05)	
Utility Billings - Receipts	\$ 127,121.91	
CalPERS EFT (check date Nov)	\$ (5,476.85)	
Void Check/Reissued	\$ 100.00	
	\$ -	
	<u>\$ 31,029.06</u>	\$ -

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

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

City of Colfax
Cash Transactions Report - December 2021

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,841,796.44	\$ 168,178.72	\$ (312,662.00)	\$ 2,697,313.16
Fund: 120 - Land Development Fees	\$ 103,240.25	\$ 9,764.91	\$ (17,373.20)	\$ 95,631.96
Fund: 200 - Cannabis Application	\$ 1,392.99	\$ -	\$ -	\$ 1,392.99
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,946,429.68	\$ 177,943.63	\$ (330,035.20)	\$ 2,794,338.11
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ 113,920.00	\$ -	\$ 117,157.00
Fund: 571 - AB939 Landfill Diversion	\$ 24,517.26	\$ -	\$ -	\$ 24,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 786,758.20	\$ -	\$ (13,967.22)	\$ 772,790.98
Fund Type: 1.14 - General Fund - Restricted	\$ 814,512.46	\$ 113,920.00	\$ (13,967.22)	\$ 914,465.24
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 201 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -
Fund: 202 - ARPA American Rescue Plan Act	\$ 239,601.43	\$ -	\$ -	\$ 239,601.43
Fund: 203 - CARES Act Funding - CDBG	\$ (15,018.70)	\$ -	\$ (1,390.57)	\$ (16,409.27)
Fund: 210 - Mitigation Fees - Roads	\$ 254,417.84	\$ 84,240.26	\$ -	\$ 338,658.10
Fund: 211 - Mitigation Fees - Drainage	\$ 5,390.92	\$ -	\$ -	\$ 5,390.92
Fund: 212 - Mitigation Fees - Trails	\$ 74,333.30	\$ 557.88	\$ -	\$ 74,891.18
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 188,956.71	\$ 2,837.23	\$ -	\$ 191,793.94
Fund: 214 - Mitigation Fees - City Bldgs	\$ 74,190.34	\$ 26,990.58	\$ -	\$ 101,180.92
Fund: 215 - Mitigation Fees - Vehicles	\$ 16,040.76	\$ 6,057.01	\$ -	\$ 22,097.77
Fund: 217 - Mitigation Fees - DT Parking	\$ 51,499.81	\$ 22,176.85	\$ -	\$ 73,676.66
Fund: 218 - Support Law Enforcement	\$ 65,224.03	\$ 15,614.98	\$ (25,000.00)	\$ 55,839.01
Fund: 244 - CDBG Program Inc - ME Lending	\$ 5,001.19	\$ -	\$ -	\$ 5,001.19
Fund: 250 - Streets - Roads/Transportation	\$ (58,486.15)	\$ -	\$ (7,654.91)	\$ (66,141.06)
Fund: 253 - Gas Taxes	\$ 21,035.05	\$ 4,373.76	\$ (1,256.75)	\$ 24,152.06
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 137,406.48	\$ 3,472.36	\$ -	\$ 140,878.84
Fund: 270 - Beverage Container Recycling	\$ 19,089.78	\$ -	\$ -	\$ 19,089.78
Fund: 280 - Oil Recycling	\$ 3,764.06	\$ -	\$ -	\$ 3,764.06
Fund: 292 - Fire Department Capital Funds	\$ 93,212.63	\$ -	\$ -	\$ 93,212.63
Fund: 342 - Fire Construction - Mitigation	\$ 75,737.83	\$ -	\$ -	\$ 75,737.83
Fund: 343 - Recreation Construction	\$ 75,738.30	\$ -	\$ -	\$ 75,738.30
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 1,327,135.61	\$ 166,320.91	\$ (35,302.23)	\$ 1,458,154.29
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - FY2021 ADA Project	\$ -	\$ -	\$ -	\$ -
Fund: 367 - SB2 - Planning Grant	\$ (37,571.41)	\$ -	\$ (9,491.93)	\$ (47,063.34)
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund: 373 - S Auburn/Whitcomb Imp	\$ -	\$ -	\$ (126,307.15)	\$ (126,307.15)
Fund: 374 - Roundabout Monument	\$ (71,225.35)	\$ -	\$ (217.13)	\$ (71,442.48)
Fund: 377 - 101 Railroad Parking Lot	\$ -	\$ -	\$ (30,430.50)	\$ (30,430.50)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (201,418.10)	\$ -	\$ (166,446.71)	\$ (367,864.81)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,418,553.04	\$ 81,253.20	\$ (84,002.81)	\$ 1,415,803.43
Fund: 561 - Sewer Liftstations	\$ 742,377.16	\$ 16,502.79	\$ (16,286.59)	\$ 742,593.36
Fund: 563 - Wastewater Treatment Plant	\$ 605,064.07	\$ 34,335.83	\$ -	\$ 639,399.90
Fund: 564 - Sewer Connections	\$ 351,118.45	\$ 91,899.50	\$ -	\$ 443,017.95
Fund: 574 - OES PSPS Grant	\$ 282,485.30	\$ -	\$ (31.98)	\$ 282,453.32
Fund: 575 - WWTP Construction Grant	\$ (12,929.50)	\$ -	\$ (1,630.50)	\$ (14,560.00)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (15,571.61)	\$ -	\$ (2,284.50)	\$ (17,856.11)
Fund: 585 - LS #5 Force Main Repairs	\$ (49,199.75)	\$ -	\$ (1,312.90)	\$ (50,512.65)
Fund Type: 2.11 - Enterprise Funds - Unassigned	\$ 3,321,897.16	\$ 223,991.32	\$ (105,549.28)	\$ 3,440,339.20
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 846.12	\$ 153.84	\$ -	\$ 999.96
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 846.12	\$ 153.84	\$ -	\$ 999.96
Grand Totals:	\$ 8,209,402.93	\$ 682,329.70	\$ (651,300.64)	\$ 8,240,431.99

Check Register Report

Item 6A

Checks - December 2021

Date: 01/05/2022

Time: 10:25 am

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57614	12/02/21	Reconciled		12/31/21	01270	ADAMS ASHBY GROUP, INC.	CDBG CV1 ADMIN	1,332.07
57615	12/02/21	Reconciled		12/31/21	3550	COLFAXNET	SUBSISTENCE PYMT PROG	58.50
57616	12/08/21	Reconciled		12/31/21	01414	ALHAMBRA & SIERRA SPRINGS	WATER	130.86
57617	12/08/21	Reconciled		12/31/21	1449	AMERIGAS	FIRE DEPT PROPANE	108.94
57618	12/08/21	Reconciled		12/31/21	3425	CINTAS	UNIFORM SVCS NOV 2021	447.51
57619	12/08/21	Reconciled		12/31/21	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE DEC 2021	420.76
57620	12/08/21	Reconciled		12/31/21	5178	ELECTRICAL DESIGN & MOTOR	VFD REPAIR	2,180.00
57621	12/08/21	Reconciled		12/31/21	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	7,210.09
57622	12/08/21	Reconciled		12/31/21	14859	GHD INC.	ENG SVCS OCT 2021	15,202.50
57623	12/08/21	Reconciled		12/31/21	07460	GOLD COUNTRY MEDIA	MWI JOB POSTING	360.00
57624	12/08/21	Reconciled		12/31/21	07460	GOLD COUNTRY MEDIA	ORDINANCE PUBLIC NOTICE	196.96
57625	12/08/21	Reconciled		12/31/21	07465	GOLD MINER PEST CONTROL	CORP YARD PEST CONTROL	100.00
57626	12/08/21	Reconciled		12/31/21	07570	GRAINGER	WWTP SUPPLIES	47.47
57627	12/08/21	Reconciled		12/31/21	07570	GRAINGER	WWTP SUPPLIES	33.48
57628	12/08/21	Reconciled		12/31/21	08050	HACH COMPANY	WWTP LAB SUPPLIES	273.49
57629	12/08/21	Reconciled		12/31/21	08070	HANSEN BROS. ENTERPRISES	RAILROAD PARKING BLOCKS	1,930.50
57630	12/08/21	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	5,635.66
57631	12/08/21	Reconciled		12/31/21	08170	HILLS FLAT LUMBER CO	STMT 11/25/21	414.41
57632	12/08/21	Reconciled		12/31/21	08200	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT Q2 FY 21/22	814.33
57633	12/08/21	Reconciled		12/31/21	08501	HOME DEPOT CREDIT SERVICES	STMT 11/21/21	53.50
57634	12/08/21	Reconciled		12/31/21	08660	HUNT AND SONS, INC.	FUEL	355.92
57635	12/08/21	Reconciled		12/31/21	09455	INLAND BUSINESS SYSTEMS	COPY MACH LEASE	5.63
57636	12/08/21	Printed			10575	JUNIOR FALCON FOOTBALL & CHEER	EVENT DEPOSIT REFUND	100.00
57637	12/08/21	Reconciled		12/31/21	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING OCT 2021	1,290.35
57638	12/08/21	Printed			16020	PASKEY, NICOLE	SFLL EVENT DEPOSIT REFUND	100.00
57639	12/08/21	Reconciled		12/31/21	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS NOV 2021	7,439.87
57640	12/08/21	Reconciled		12/31/21	16040A	PITNEY BOWES	POSTAGE MACH LEASE	167.84
57641	12/08/21	Reconciled		12/31/21	16140	PLACER COUNTY AIR POLLUTION	LS1 GEN PERMIT	31.98
57642	12/08/21	Reconciled		12/31/21	16200	PLACER COUNTY SHERIFF DEPT.	SHERIFF CONTRACT Q2 FY 21/22	206,843.00
57643	12/08/21	Reconciled		12/31/21	18378	RICHARDSON & COMPANY, LLP	FY 20/21 ANNUAL AUDIT	14,152.50
57644	12/08/21	Reconciled		12/31/21	18400	RIEBES AUTO PARTS	STMT 11/30/21	244.96
57645	12/08/21	Reconciled		12/31/21	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	209.86
57646	12/08/21	Reconciled		12/31/21	78462	SIERRA PROFESSIONAL AUDIO	COUNCIL AUDIO SYSTEM PARTS	11,177.78
57647	12/08/21	Reconciled		12/31/21	19320	SOLENIS	WWTP CHEMICALS	1,158.30
57648	12/08/21	Reconciled		12/31/21	19743	WILL STOCKWIN	COLFAX CONN EDITING DEC 2021	300.00
57649	12/08/21	Reconciled		12/31/21	21560	US BANK CORPORATE PMT SYSTEM	STMT 11/22/21	4,950.59
57650	12/08/21	Reconciled		12/31/21	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS NOV 2021	5,928.75
57651	12/08/21	Reconciled		12/31/21	22134	VISION QUEST	TECH SUPPORT SVCS JAN 2022	1,806.50
57652	12/08/21	Reconciled		12/31/21	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
57653	12/08/21	Reconciled		12/31/21	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.88
57654	12/08/21	Reconciled		12/31/21	23218	WENDEL ROSEN	LEGAL MATTER	212.50
57655	12/15/21	Reconciled		12/31/21	3517	COLFAX HOSPITALITY PARTNERS	S. AUBURN & WHITCOMB PAVING	126,307.15
57656	12/20/21	Printed			1161	49ER WATER SERVICES	BIOASSAY TESTING DEC 2021	3,700.00
57657	12/20/21	Reconciled		12/31/21	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	618.71

Check Register Report

Item 6A

Checks - December 2021

Date: 01/05/2022

Time: 10:25 am

CITY OF COLFAX

BANK: US BANK

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57658	12/20/21	Reconciled		12/31/21	01650	AQUA SIERRA CONTROLS INC.	SCADA REPAIRS	410.00
57659	12/20/21	Reconciled		12/31/21	01766	AT&T MOBILITY	CITY CELL PHONES	727.91
57660	12/20/21	Reconciled		12/31/21	03401	CHOICE BUILDER	PREMIUMS DEC 2021	300.94
57661	12/20/21	Reconciled		12/31/21	03446	CITY OF FOSTER CITY	MWI JOB POSTING	520.00
57662	12/20/21	Reconciled		12/31/21	14859	GHD INC.	ENG SVCS NOV 2021	7,792.60
57663	12/20/21	Printed			09540	INTERSTATE SALES	STREET MAINT SUPPLIES	20.32
57664	12/20/21	Reconciled		12/31/21	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	263.67
57665	12/20/21	Printed			16040A	PITNEY BOWES	POSTAGE REFILL	503.50
57666	12/20/21	Reconciled		12/31/21	16161	PLACER COUNTY EXECUTIVE OFFICE	FIRE SVCS Q1 FY 21/22	18,750.00
57667	12/20/21	Reconciled		12/31/21	16559	PLAZA TIRE AND AUTO SERVICE	PW TRAILER TIRE RPR	24.95
57668	12/20/21	Reconciled		12/31/21	19037	SAFE SIDE SECURITY	WWTP SECURITY GATE CONTROLS	895.00
57669	12/20/21	Reconciled		12/31/21	19037	SAFE SIDE SECURITY	WWTP SECURITY MON NOV 2021	95.00
57670	12/20/21	Reconciled		12/31/21	19037	SAFE SIDE SECURITY	CORP YARD SECURITY DEC 2021	155.00
57671	12/20/21	Printed			19474	SIMPSON & SIMPSON	101 RAILROAD PARKING IMP	28,500.00
57672	12/20/21	Printed			19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY Q3 FY 21/22	167.34
57673	12/20/21	Reconciled		12/31/21	19696	SWRCB	LANDFILL ANNUAL PERMIT FEE	12,918.00
57674	12/20/21	Reconciled		12/31/21	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.15
57675	12/20/21	Reconciled		12/31/21	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	225.63
57676	12/20/21	Reconciled		12/31/21	23206	WECO INDUSTRIES	JETTER REPAIRS	191.91
57677	12/20/21	Printed			23301	WESTERN PLACER WASTE	SLUDGE REMOVAL NOV 2021	1,597.50
57679	12/20/21	Reconciled		12/31/21	2087	BASIC PACIFIC	FSA PLAN FEES DEC 2021	45.00
57680	12/29/21	Printed			01448	AMERIGAS - COLFAX	DEPOT PROPANE	369.93
57681	12/29/21	Printed			01448	AMERIGAS - COLFAX	CORP YARD PROPANE	261.58
57682	12/29/21	Printed			01500	ANDERSON'S SIERRA	WWTP SUPPLIES	40.93
57683	12/29/21	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS SEPT 2021	4,140.00
57684	12/29/21	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS OCT 2021	3,060.00
57685	12/29/21	Printed			03493	COASTLAND CIVIL ENGINEERING	ENG SVCS NOV 2021	2,062.50
57686	12/29/21	Printed			03502	COLFAX AREA CHAMBER OF	WINTERFEST DEPOSIT REFUND	100.00
57687	12/29/21	Printed			03540	COLFAX LIONS CLUB	WINTERFEST PARADE DEP REF	100.00
57688	12/29/21	Printed			04592	DACOMM	WWTP INTERNET	99.95
57689	12/29/21	Printed			6202	FIERSTEIN, JOHN	TIRE DAMAGE REIMBURSEMENT	137.41
57690	12/29/21	Printed			07460	GOLD COUNTRY MEDIA	LS 5 FORCE MAIN NOTICE OF BID	274.90
57691	12/29/21	Printed			07465	GOLD MINER PEST CONTROL	WWTP/LS PEST CONTROL	210.00
57692	12/29/21	Printed			07570	GRAINGER	WWTP SUPPLIES	203.76
57693	12/29/21	Printed			08050	HACH COMPANY	WWTP LAB SUPPLIES	594.11
57694	12/29/21	Printed			08660	HUNT AND SONS, INC.	FUEL	264.06
57695	12/29/21	Printed			09540	INTERSTATE SALES	ASPHALT PATCH	134.60
57696	12/29/21	Printed			10537	JONES, MARTIN	FUEL REIMBURSEMENT	40.00
57697	12/29/21	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS NOV 2021	348.00
57698	12/29/21	Printed			12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER NOV 2021	1,669.00
57699	12/29/21	Printed			13053	MAGMA CREATIVE, INC.	SEWER SMART	800.00
57700	12/29/21	Printed			16300	PCWA -PLACER COUNTY	WATER	833.34
57701	12/29/21	Printed			16035	PG&E	ELECTRICITY	17,883.28
57702	12/29/21	Printed			16052	PLACEWORKS	GEN PLAN/HOUSING ELEM	7,811.93
57703	12/29/21	Printed			19279	SERVICE ENGINEERING	LS #2 REPAIR	210.00
57704	12/29/21	Printed			19391	SIERRA MEDICAL PARTNERSHIP	COVID TESTING	125.00
57705	12/29/21	Printed			19808	SYAR INDUSTRIES, INC.	ASPHALT	1,140.07
57706	12/29/21	Printed			21105	UNICO ENGINEERING	ARCO CONST INSPECTIONS	12,045.70
57707	12/29/21	Printed			21452	URSU, EMMANUEL	PLANNING SVCS OCT 2021	6,370.00
57708	12/29/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	61.87

Check Register Report

Item 6A

Checks - December 2021

Date: 01/05/2022

Time: 10:25 am

Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57709	12/29/21	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	459.65
57710	12/29/21	Printed			23450	WINNER CHEVROLET, INC.	WWTP TRUCK OIL CHANGE	108.38
57711	12/29/21	Printed			23451	WOOD RODGERS	WWTP CONST GRANT OCT 2021	1,630.50

Total Checks: 97 **Checks Total (excluding void checks): 561,964.87**

Total Payments: 97 **Bank Total (excluding void checks): 561,964.87**

Total Payments: 97 **Grand Total (excluding void checks): 561,964.87**

DAILY CASH SUMMARY REPORT

12/01/2021 - 12/31/2021

Page: 1

1/5/2022

10:42 am

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
12/01/2021	Daily Totals	79.00	0.00	79.00	
12/06/2021	Daily Totals	3,932.33	0.00	3,932.33	
12/10/2021	Daily Totals	412.38	0.00	412.38	
12/14/2021	Daily Totals	5,973.09	0.00	5,973.09	
12/15/2021	Daily Totals	16,986.00	281.24	16,704.76	
12/17/2021	Daily Totals	4,279.05	0.00	4,279.05	
12/20/2021	Daily Totals	1,642.64	0.00	1,642.64	
12/22/2021	Daily Totals	4,135.13	0.00	4,135.13	
12/24/2021	Daily Totals	122,780.06	10,000.00	112,780.06	
12/29/2021	Daily Totals	192.25	0.00	192.25	
Fund: 100 - General Fund		TOTALS:	160,411.93	10,281.24	150,130.69
Fund: 120 - Land Development Fees					
12/15/2021	Daily Totals	9,764.91	0.00	9,764.91	
Fund: 120 - Land Development Fees		TOTALS:	9,764.91	0.00	9,764.91
Fund: 205 - Escrow Account - Developers					
12/15/2021	Daily Totals	113,920.00	0.00	113,920.00	
Fund: 205 - Escrow Account - Developers		TOTALS:	113,920.00	0.00	113,920.00
Fund: 210 - Mitigation Fees - Roads					
12/15/2021	Daily Totals	84,240.26	0.00	84,240.26	
Fund: 210 - Mitigation Fees - Roads		TOTALS:	84,240.26	0.00	84,240.26
Fund: 212 - Mitigation Fees - Trails					
12/15/2021	Daily Totals	557.88	0.00	557.88	
Fund: 212 - Mitigation Fees - Trails		TOTALS:	557.88	0.00	557.88
Fund: 213 - Mitigation Fees - Parks/Rec					
12/15/2021	Daily Totals	2,837.23	0.00	2,837.23	

DAILY CASH SUMMARY REPORT

12/01/2021 - 12/31/2021

Page: 2

1/5/2022

10:42 am

City of Colfax

		Debit	Credit	Net Chng
Fund: 213 - Mitigation Fees - Parks/Rec				
TOTALS:		2,837.23	0.00	2,837.23
Fund: 214 - Mitigation Fees - City Bldgs				
12/15/2021	Daily Totals	26,990.58	0.00	26,990.58
Fund: 214 - Mitigation Fees - City Bldgs				
TOTALS:		26,990.58	0.00	26,990.58
Fund: 215 - Mitigation Fees - Vehicles				
12/15/2021	Daily Totals	6,057.01	0.00	6,057.01
Fund: 215 - Mitigation Fees - Vehicles				
TOTALS:		6,057.01	0.00	6,057.01
Fund: 217 - Mitigation Fees - DT Parking				
12/15/2021	Daily Totals	22,176.85	0.00	22,176.85
Fund: 217 - Mitigation Fees - DT Parking				
TOTALS:		22,176.85	0.00	22,176.85
Fund: 218 - Support Law Enforcement				
12/17/2021	Daily Totals	15,614.98	0.00	15,614.98
Fund: 218 - Support Law Enforcement				
TOTALS:		15,614.98	0.00	15,614.98
Fund: 253 - Gas Taxes				
12/30/2021	Daily Totals	4,373.76	0.00	4,373.76
Fund: 253 - Gas Taxes				
TOTALS:		4,373.76	0.00	4,373.76
Fund: 258 - Road Maintenance - SB1/RSTBG				
12/22/2021	Daily Totals	3,472.36	0.00	3,472.36
Fund: 258 - Road Maintenance - SB1/RSTBG				
TOTALS:		3,472.36	0.00	3,472.36
Fund: 560 - Sewer				
12/03/2021	Daily Totals	250.00	0.00	250.00
Fund: 560 - Sewer				
TOTALS:		250.00	0.00	250.00
Fund: 561 - Sewer Liftstations				
12/06/2021	Daily Totals	407.00	0.00	407.00
12/15/2021	Daily Totals	4,312.91	0.00	4,312.91

DAILY CASH SUMMARY REPORT

Item 6A

Page: 3

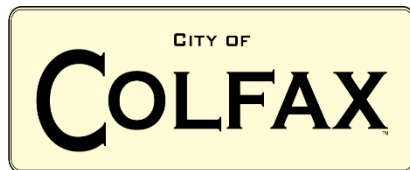
12/01/2021 - 12/31/2021

1/5/2022

10:42 am

City of Colfax

		Debit	Credit	Net Chng
Fund: 561 - Sewer Liftstations				
	TOTALS:	4,719.91	0.00	4,719.91
Fund: 564 - Sewer Connections				
12/15/2021	Daily Totals	91,899.50	0.00	91,899.50
Fund: 564 - Sewer Connections				
	TOTALS:	91,899.50	0.00	91,899.50
GRAND TOTALS:		547,287.16	10,281.24	537,005.92



City Council Minutes

Regular Meeting of Colfax City Council
 Wednesday, January 12, 2022
 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 Burruss called the open session to order at 6:01 pm

2B. **Pledge of Allegiance by CALFIRE Unit Chief Brian Estes**

2C. **Roll Call**

2D. Present: Councilmember Lomen (via ZOOM), Councilmember Ackerman, Councilmember Fatula, and Mayor Burruss

Excused Absent: Mayor Pro Tem Mendoza

Approval of Agenda Order

MOTION made by Burruss to strike Item 5A, the CDBG Contract 20-CDBG-CV-1-00002 Close Out Public Hearing and continue it to the January 26th City Council Meeting due to unforeseen circumstances with the presenter, and approve the agenda order with that exception, seconded by Ackerman and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Burruss

NOES:

ABSTAIN:

ABSENT: Mendoza

3 AGENCY REPORTS

Placer County Sheriff Department – Deputy Tanarome provided representation and some overview of the recent storm/power outage.

CALFIRE – Unit Chief Brian Estes spoke about Battalion Chief Brian Eagan’s recent retirement, his commitment to 2021 goals and dedication to succession planning, as well as his 32 years of service to the community. Chief Estes introduced Captain Nolan Hale who provided response statistics for Colfax Station 36 for 2021 and Winter Storm 2021 responses. He provided a Station 36 update and mentioned the County’s Chipper Program available to residents.

4 PRESENTATION

4A. Finance Director, Laurie Van Groningen, explained the purpose of the City of Colfax Annual Audit Report and described its benefits. She introduced Ingrid Shepline, Partner at Richardson and Company, LLP. Shepline spoke about the report and provided the Audited Financial Statements with auditor’s opinion, Internal Control and Compliance Reports, the Governance Letter (required communications), a Management Letter with recommendations and the Appropriations Limit Testing Report.

MOTION made by Ackerman to receive the 2021 Audit Report and seconded by Fatula and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Burruss

NOES:



ABSTAIN:
ABSENT: Mendoza

5 PUBLIC HEARING (Was Continued)

6 CONSENT CALENDAR

6A. Cash Summary – November 2021

Recommendation: Accept and File

6B. Quarterly Sales Tax Analysis – Q3

Recommendation: Accept and File

6C. Minutes

Recommendation: By Motion, approve the Colfax City Council minutes of 12-8-21

6D. Minutes

Recommendation: By Motion, approve the Colfax City Council Special Meeting minutes of 12-17-21

6E. Approval of the Local Hazard Mitigation Plan (LHMP)

Removed from Consent Calendar; see item below.

6F. Certification of the Declaration of Local Emergency

Recommendation: Adopt Resolution 01-2022 ratifying and rescinding the Declaration of Local Emergency issued December 27,2021

6G. SCADA Reports and Programming Services – WWTP

Removed from Consent Calendar; see item below.

end of consent calendar

By **MOTION**, approve the consent calendar excluding item 6E and 6G.

MOTION made by Fatula and seconded by Lomen and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Burruss

NOES:

ABSTAIN:

ABSENT: Mendoza

6E. LHMP Approval

City Manager, Wes Heathcock explained the intent to qualify for Emergency Funding with FEMA. Burruss suggests approving the item tonight with the intent to create an amendment for the future and to form a workshop (Adopt Resolution 02-2022).

MOTION made by Fatula and seconded by Ackerman and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Burruss

NOES:

ABSTAIN:

ABSENT: Mendoza

6G. SCADA Reports and Programming Reports

Heathcock explained the old system was 20 years old and no longer supported. Fatula suggests reviewing the plans with staff. Burruss suggests amending the Not to Exceed dollar amount to



\$25,000. Fatula states he will provide an update at the next Council Meeting. (Adopt Resolution 03-2022).

MOTION made by Fatula and seconded by Ackerman and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Burruss

NOES:

ABSTAIN:

ABSENT: Mendoza

7 PUBLIC COMMENT

Foxey McCleary stated that she was proud of the veterans, the Legion, and the VFW volunteering at the warming stations, serving the public and she also stated that she supports fixing the roads as a priority.

8 COUNCIL AND STAFF

- 8A.** Lomen has nothing to report. Fatula expresses concerns for the senior residents on Canyon View regarding snow plowing and unsafe conditions as well as issues with propane suppliers, issues with 211 and for people in Tiny Homes who were left without any water, heat, or electricity. He was impressed by the volunteers at the warming centers. Cell phone chargers in the Go-Bags worked extremely well. He suggests a road use (drive up) tax for businesses with drive up windows. Ackerman has nothing to report. Burruss states she has no committee updates. She wants to thank the community members, private businesses, private entities and nonprofits for coming together. Also Kevin Hart for providing generators and donating fuel, True North Specialties for plowing the parking lot at the Sierra Vista Community Center, the Salvation Army for working at the Canyon View Complex, the American Legion, who came together with the Grass valley Auxiliary, and the VFW to staff the warming centers for more than 12 hours every day providing at least 3 meals a day to residents, the Sierra Vista Community Center for providing space and thanked PG&E for donating nonperishable food items, cases of water and explained how the donated firewood was critical. The Placer Community Foundation helped people keep their medical devices working and their refrigerators going. Several churches provided non perishable items, gas cards, hats, gloves, mittens, blankets and coats. Everything that was donated was used, with the exception of 150 unused PG&E Go-Bags which were re-purposed back into the PSPS program.
- 8B.** Heathcock states the upgrades to the audio system in Council Chambers won't be implemented until April at the earliest due to a back order of parts. The Regional Board Grant initial agreement was approved, and staff is still waiting for financial budget allocation to be approved for the solar aspect and the Algae Extraction System and I&I Project are still in the planning section.

9 COUNCIL BUSINESS

9A. **Council Committee Assignments**

Heathcock pointed out that some of the Proposed Committee Assignments weren't correct. Fatula states he is unable to participate in some of the committees. The following modifications were made to the 2022 Proposed Committee List: Ackerman is listed as Alternate for the Placer County Transportation Planning Agency (PCTPA), Ackerman is also the Alternate for the Placer County Economic Development Board (PCEDB). Heathcock should be the Primary lead for Pioneer Community Energy. Colfax is rotated out of Project Go this year. Lomen suggests to replace Will Stockwin with Mendoza as the Representative for the Placer Mosquito and Vector Control District (PMVCD) and approve Committee Assignments with a blanket motion pending Mendoza's confirmation to the PMVCD.



MOTION made by Lomen and seconded by Fatula, and fails by the following vote:

AYES: Lomen, Fatula

NOES: Ackerman, Burruss

ABSTAIN:

ABSENT: Mendoza

Motion did not pass.

Burruss proposed a second motion to approve the 2022 Proposed Committee Assignment changes with the exception of the Placer Mosquito and Vector Control District (PMVCD) which will need Full Council to approve.

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

AYES: Lomen, Ackerman, Fatula, Burruss

NOES:

ABSTAIN:

ABSENT: Mendoza

9B. Placer MLK March Proclamation

Foxy McCleary states she doesn't understand the item.

Fatula requests explanation.

Heathcock provides a brief explanation and the origination from the City of Rocklin.

MOTION made by Fatula and seconded by Ackerman and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Burruss

ABSTAIN:

ABSENT: Mendoza

10

GOOD OF THE ORDER

Lomen says thank you to the City staff and the volunteers in the community for their hard work and coming together for the community. Fatula asks if Administration from 211 can come and make a short presentation at a meeting in the future. He also asks if a representative from PG&E could come to a meeting. He said PG&E did a tremendous job and sent crews from all over the Country. He also requests invitations to HUD and the local propane companies. Ackerman requests coming together in the next 30-60 days to look at how we can be better prepared as a City for the next emergency. He also states there were issues with propane service. Burruss allows late public comment on Facebook. Caroline McCully thanks the City Staff and Council for actions that helped the community. She asks what the City's plan to deal with the visiting public that park dangerously and play in the snow on private properties is? Jillian Whitcomb expresses a recent experience she had with 211. Trinidad Garcia requests Council Members to allow for more time for the public to address concerns and more data on where funding is coming from. The collapse of weather proof tents along Main Street is discussed. Burruss asks for expenditures between \$10,000-\$50,000 to include a pie chart showing where funding is coming from on future items in the Consent Calendar. Burruss also requested increasing the City Manager's expenditures to \$50,000. City Attorney, "Mick" Alfred Cabral stated he would include the discussion in the January 26th City Manager review in Closed Session. Cabral also suggests for Council to hold an After Action Review at a meeting in the near future. Heathcock expresses thanks to Administrative Analyst, Shanna Stahl for running City Hall functions from her home during the Storm/Power Outage and also thanks PCSO and OES for coming together and providing support.



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ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting,

By motion and without objection at 7:33 pm.

Respectfully submitted to City Council this 26th day of January, 2022.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE JANUARY 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Caltrans Sustainable Transportation Grant – Local Government Commission (LGC) Agreement

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$238,371	Fund(s): 100 (Grant Reimbursement)
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RECOMMENDED ACTION: Authorize the City Manager to enter into an agreement with Local Commission to perform outreach and project administration for the Caltrans Sustainable Transportation Grant in an amount not to exceed \$238,371.

Summary/Background

The City Council authorized the City Manager to receive a Caltrans Sustainable Transportation Planning Grant for \$211,030 to prepare a Downtown Connectivity and Main Street Improvement Plan with a required match of 11.47% (\$27,341). The Plan will include concepts and identify investments to improve the accessibility, visibility, safety and appeal of the historic downtown for residents, visitors, businesses and property owners. The Local Government Commission (LGC), a 501c3 nonprofit organization, worked with the City to prepare the grant application. The grant program allows jurisdictions to include nonprofit organizations as co-applicants. LGC has helped over 80 communities prepare a wide range of plans with funding from this program.

LGC staff have extensive experience in public engagement in planning processes, multi-modal transportation planning and community design. LGC will organize and facilitate outreach, stakeholder and resident engagement; assist with project management and administration; facilitate consultant procurement through a competitive process; contract directly with the consultant on behalf of the City that will be paid for grant funds; and assist with development of the resulting plan.

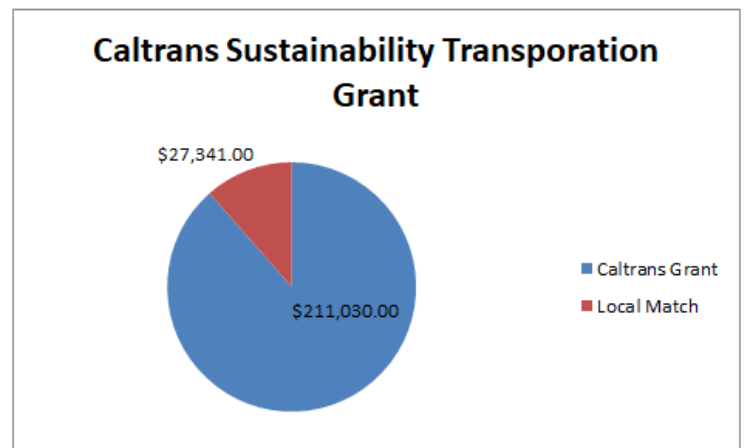
Staff is recommending council approve the agreement with LGC to perform outreach and project management related services for the Caltrans Sustainability Transportation Grant.

Fiscal Impacts

The LGC agreement is funded from Fund 100, which is reimbursable from the Caltrans Sustainable Grant and Fund 217 (Downtown Parking Mitigation Fees) in an amount not to exceed \$238,371.

Attachments:

1. Resolution __-2022
2. LGC Agreement



City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOCAL GOVERNMENT COMMISSION TO PERFORM OUTREACH AND PROJECT ADMINISTRATION FOR THE CALTRANS SUSTAINABLE TRANSPORTATION GRANT IN AN AMOUNT NOT TO EXCEED \$238,371

WHEREAS, The City Council authorized the City Manager to receive a Caltrans Sustainable Transportation Planning Grant for \$211,030 to prepare a Downtown Connectivity and Main Street Improvement Plan with a required match of 11.47% (\$27,341); and,

WHEREAS, LGC staff have extensive experience in public engagement in planning processes, multi-modal transportation planning and community design; and,

WHEREAS, LGC will organize and facilitate outreach, stakeholder and resident engagement; assist with project management and administration; facilitate consultant procurement through a competitive process; contract directly with the consultant on behalf of the City that will be paid for grant funds; and assist with development of the resulting plan.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Local Government Commission to perform outreach and project administration for the Caltrans Sustainable Transportation Grant in an amount not to exceed \$238,371.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of January 2022 by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **27th day of January, 2022** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **Local Government Commission (LGC)** ("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 will expire on March 30, 2024.** During the performance of the Services, 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. As full compensation for LGC's services provided under this Agreement, the City shall pay LGC a sum not to exceed \$238,371 as set forth in Exhibit A.
- B. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, shall invoice City once each month for the Services performed during the preceding month in an amount not to exceed \$10,000. 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.

- C. 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.
- D. 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.
- E. 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: Lare Bloodworth
 Chief Financial Officer
 Local Government Commission
 980 9th Street, Suite 1700
 Sacramento, CA 95814-2736
 (916) 448-1198
 lbloodworth@lgc.org

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 – Description of Compensation

The LGC will receive compensation for services and direct reimbursable expenses under this Agreement not to exceed \$238,371 as follows:

- \$60,390 for LGC personnel and reimbursable expenses for travel, printed materials, and meeting/workshops expenses (supplies, snacks and refreshments, and facility rental(s))
- \$177,981 for a planning, architecture and engineering consultant or consultant team selected through a competitive RFP process that will be compensated as a subcontractor to LGC

EXHIBIT B – Services

The delivery of services and roles and responsibilities of LGC, selected consultant and the City are described in the Scope of Work below.

City of Colfax

The City is the lead applicant for the project. The project will be overseen by staff from the City Manager's office and the Planning Department. The City will execute the Restricted Grant Agreement with Caltrans, the source of funding for this project, and agreement with LGC. The City, with support from LGC, will assemble an Outreach Advisory Group and conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning, traffic and civil engineering, and landscape architecture and urban design expertise. The City will provide staffing support to meet the 11.47 percent local match. Staff will coordinate with Caltrans District staff and other project partners and agencies, participate in community engagement activities, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports to Caltrans with support from LGC. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

Local Government Commission (LGC)

LGC will assist with project management and coordination of the RFP process for consultant selection. LGC will help the City assemble and manage an Outreach Advisory Group, organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff will facilitate community engagement activities including virtual and in-person workshops, walk audits and bicycle audits, and stakeholder listening sessions. LGC staff has extensive experience in public engagement in planning processes, multi-modal transportation planning and community design. Since 2001, LGC staff has worked on over 75 planning projects funded by Caltrans throughout the state. LGC staff also conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). LGC has staff that is fluent in Spanish and can produce outreach materials and conduct meetings and workshops in English and Spanish.

Consultant

The selected consultant (or team of consultants) will be responsible for technical analysis, documentation, mapping and evaluation for the project. The consultant will analyze and document baseline conditions for street connectivity, walking and bicycling, traffic safety and operations, and Main Street and Downtown neighborhood land use. The consultant will actively engage in the public process, develop design concepts and recommendations to improve safety and mobility choices that respond to input from the community and responsible agencies, and prepare the plan document. Core components of the plan will include:

- A comprehensive summary of the community engagement process and input received.
- An overall multi-modal transportation and land use framework plan for the Main Street historic core and adjoining streets, neighborhoods and key destinations with proposed infrastructure improvements, circulation, access and parking patterns that are consistent with the desired community character
- Conceptual designs for streets, other public spaces and private development opportunity sites to facilitate pedestrian, bicycle and transit safety, use and mobility, and enhanced commercial activity. Graphic designs will provide visualizations to help community members understand public right of way cross-sections and interaction with adjacent properties and buildings.
- Implementation strategy that identifies both short- and long-term infrastructure improvements, potential funding opportunities, and steps for instituting policy and programmatic changes.

Overall Project Objectives

The project and resulting products will address the following community sustainability and livability objectives:

- Engage residents, especially those who do not typically participate in City decision-making and planning processes.
- Identify obstacles to multimodal mobility, access, safety, and comfort to the Downtown area.
- Identify transportation and connectivity challenges for residents and visitors and that impact business performance and development opportunities.
- Develop slow streets designs that calm traffic, especially near shops, parks and plazas on Main Street.
- Develop designs to improve conditions for walking, bicycling, outdoor eating and commerce on Main Street.
- Identify opportunities for application of green street concepts, such as trees, storm water planters, swales and other bio-retention areas, drought-tolerant landscaping, and permeable pavement.
- Recommend wayfinding improvements to increase awareness and visibility of Downtown to travelers entering town from I-80 and State Route 174.

Summary of Project Tasks

Task 01: Project Administration

Kick Off Meeting with Caltrans: The City will schedule a project kick-off meeting with Caltrans to review the scope of work for the grant, consultant selection process, grant reporting, invoicing and other elements of the grant requirements.

Quarterly Progress Reports: The City, with support from LGC, will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary and percent completion of project progress and grant/local match expenditures.

Invoicing: The City, with support from LGC, will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

Task 02: Consultant Procurement

The City, with support from LGC, will prepare a request for proposals (RFP) to solicit a consultant or team of consultants with the necessary technical expertise to develop the plan. The RFP will follow the proper procurement procedures established by Caltrans for these projects. The RFP will be posted on the City's web page and will be sent to a minimum of six firms in California with expertise in active transportation, traffic engineering, transportation planning and urban design. Consultants will be given three or more weeks to submit proposals. Once received, the City will assemble a review panel that includes City and LGC staff and selected stakeholders. If the panel deems it necessary, in-person or videoconference interviews will be held with the top candidates. Upon selection, LGC will execute a subcontract with the consultant. Once the contract is in place, City and LGC staff will hold a kickoff meeting and site visit with the consultant.

Task 03: Contracting with Sub-Applicant

The City will prepare an agreement to secure the services of the Local Government Commission, the sub-applicant on this project. The Local Government Commission is the nonprofit organization that will be assisting with the project.

Task 1: Community Outreach

The City, with support from LGC, will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. Activities to be completed under this task include:

Assemble Contact Management Database

LGC, with support from the City, will assemble and maintain a stakeholder contact list that includes leaders, officials and staff from Colfax, Placer County, Sacramento Area Council of Governments (SACOG), Caltrans, and other relevant state agencies, school district, businesses and business organizations, community organizations and advocacy groups. The list will also include neighborhood leaders and residents, property owners, developers and other interest groups that reflect the demographics and perspectives of the community. Special efforts will be made to identify agencies, organizations and associations that work with disadvantaged communities.

Assemble Outreach Advisory Group

LGC and the City will establish a community and stakeholder outreach advisory group of approximately 8-12 individuals for project guidance. Participants will include representatives from local and regional

agencies and other organizations and groups from the stakeholder list described above. Caltrans District staff will be invited and encouraged to participate in all meetings. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for framing and communication and for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Outreach Advisory Group Meetings

The Outreach Advisory Group is expected to meet on at least three occasions during the course of the project, with the possibility of additional meetings as needed. In the event that Covid-19 restrictions are still in place, the meetings will be held through an online video meeting platform.

- The first meeting is anticipated approximately 3 to 4 months in advance of core community engagement events. Agenda topics will include: key issues to address in the plan, problem and opportunity areas to study, locations with the greatest safety and access challenges, scheduling, platforms and venues for events and activities, key stakeholders to target for consultation and engagement, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on a review with feedback of existing conditions prepared by the consultant team and outreach and planning for engagement events.
- The third meeting is anticipated approximately two months following the community design charrette events described under Task 3 below to review proposed concepts developed during and after the engagement events and provide further direction for the consultant team prior to development of refined concepts for public review.

Produce and Distribute Outreach Materials

LGC will work closely with the City and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

- **Materials.** LGC will produce digital and printed flyers and posters publicizing events for community-wide distribution. All materials will be produced in English and Spanish.
- **Distribute.** Advisory group members, Colfax Area Chamber of Commerce, Public Library, businesses and civic organizations will be asked to provide, display and distribute flyers and information about the engagement events through their networks and at meetings and festivals. The elementary and high school will be asked to send announcements and flyers home with their students and/or publicize events through phone and email outreach methods. Main Street businesses will be asked to display announcements, signs and posters at prominent locations such as The Colfax Theatre marquee.
- **Media.** Announcements and press releases will be distributed to local and regional media. LGC staff will also work with City staff and Advisory Group members to identify social media platforms that residents use. The City will work with the Chamber, businesses and civic groups on setting up changeable message signs or banners announcing events. Announcements, project

information, presentations and plan documents will be posted on the City web site, and events will be publicized on social media platforms and through the City's Colfax Connections newsletter.

Task 2: Existing Conditions

Inventory of Policies, Plans, Projects and Programs

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, including but not limited to: 2021 General Plan and Housing Element Update, 2009 Historic District Design Master Plan, 2018 Retail Summit and Building Blocks for Great Commercial District recommendations, 2007 Parks and Recommendations Master Plan, 2003 Bikeway Master Plan, 2013 SACOG Regional Bicycle, Pedestrian and Trails Master Plan, and recent and pending development and transportation facility improvement projects off the I-80 interchange.

LGC and the consultant will reach out and coordinate with the school district and Placer County health department to document student safety, education, and encouragement programs implemented at the local schools. LGC staff will reach out to health agencies and organizations for community health data and to identify current healthy community advocacy and education initiatives that can help inform recommendations to improve safety and access in the downtown area.

The consultant will provide a technical memorandum summarizing existing and future policies, plans, projects and programs.

Data Collection and Analysis

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.), parking, delivery, drop off and pick up, emergency access and response and other essential Main Street and Downtown area functions. In addition, the consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to develop GIS layers necessary for base mapping and design.
- Collection and assessment of available traffic volume and peak demand data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to evaluate conditions and activity for both motorized and non-motorized modes.
- Evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians, bicyclists and motorists in traffic collisions.

- Inventory prominent land uses and destinations in the Downtown area and Main Street historic core. The consultant will work with the City to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation travel and access for all modes.

Base Maps

The consultant will prepare a series of base maps to document and illustrate existing conditions and for design and analysis work and use by residents and stakeholders at engagement activities.

Existing Conditions Report

The consultant will provide a report summarizing the data analysis and multimodal infrastructure, traffic, circulation and land use conditions, and strengths to build upon and barriers to address.

Task 3: Community Engagement/Design Concepts

As with any community planning or development process, the community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of concepts and the final plan so that it reflects and advances the community's vision for the future. To support this goal, LGC will work closely with the City to conduct an iterative series of activities to engage residents and Downtown stakeholders.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objective and guiding principles for the plan while beginning to identify proposed design solutions. LGC will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. By concentrating activities over a short period of time, charrettes help capture attention, encourage involvement of residents, and energize a process that draws more interest from the community and the media. The iterative process used in a charrette also helps develop cross-agency and cross-community sector buy-in and support for the resulting plan and its recommendations.

Project Website and Survey

To complement the design charrette, the consultant team will work with the City and LGC to create a web page that residents can use to provide comments and ideas. The website will include an interactive map where residents can provide detailed comments and concerns about specific streets and intersections. The website will also direct residents to online surveys that they can fill out to provide comments and ideas. The project website will also be used to post updates on the planning effort as well as copies of the draft and final plans.

Agenda Development and Logistics

LGC, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and LGC, with help from the Advisory Group and co-sponsors, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Community Design Charrette

The LGC, City and consultant will organize a four-day community design charrette. Spanish interpretation will be available for non-English speaking participants. In the event that Covid-19 restrictions are still in place, the meetings and workshops will take place over a remote platform with scheduling, timing and spacing of events and activities determined in consultation with the Advisory Group. The draft schedule of activities will include:

- Approximately 4-5 small group stakeholder listening sessions (e.g., government agencies, community service providers, youth, seniors, people with disabilities, businesses and property owners, and emergency responders) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length. In the event Covid-19 restrictions are still in place, the meetings will be conducted virtually using a remote platform such as Zoom with phone conferencing capability for those who do not have access to a computer or the internet.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design tables in which small groups work together to write and draw their ideas on aerial maps. In the event Covid-19 restrictions are still in place, the event will be converted to a virtual workshop utilizing LGC's experience with interactive online collaborative tools such as Mural and Conceptboard.
- Facilitated walk audits to observe conditions and discuss solutions. In the event Covid-19 restrictions are still in place, the walks will be led by LGC and consultant team representatives with 3-5 participants so that they can remain properly distanced. Participants will wear masks at all times.
- Consultant team members will work for several days on-site in intense production to developing preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback. In the event Covid-19 restrictions are still in place, the open studios will be conducted virtually using an online interactive meeting platform.
- Review of concepts with City, Caltrans and other key agency staff.

Community Workshop on Full Draft Concepts

Approximately three months following the charrette, LGC will organize and widely publicize an evening workshop where the consultant team will present to stakeholders and the community the full draft concepts and proposed improvements. Spanish interpretation will be available for non-English speaking participants. This will provide an opportunity for stakeholders and residents to provide feedback on the recommendations and to make sure critical issues have been addressed. In the event Covid-19 restrictions are still in place, the workshop will be conducted remotely utilizing an online collaborative workshop platform.

On-line Survey of Full Draft Concepts

Recognizing that not all community members will be able to attend the workshops and to ensure broader public feedback and input, the proposed concepts will be posted on-line with a survey in English and Spanish allowing people to weigh in over the course of a few weeks with their preferences, concerns, comments and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete by hand.

Task 4: Draft Plan Development

The final deliverable will be a plan for improving multi-modal transportation connectivity and access to and within Downtown Colfax. The report will include recommendations for the transportation network and will be graphically illustrated with drawings including sections, plan views, and detailed recommendations for public infrastructure improvements and adjacent properties, including small and immediately feasible enhancements, and larger, more complex, longer term and capital-intensive projects. The plan will also lend itself to revitalization efforts and investment programming with a section devoted to future funding strategies for implementation. By enabling and encouraging more Colfax residents and visitors to walk, bike and take transit, the plan will make more efficient use of the existing transportation system and at the same time reduce emissions from motor vehicles that impact the climate and community health.

Increased access and transportation related amenities in the downtown will also support economic development by attracting visitors, encouraging business retention and expansion, and improving conditions for infill development. Safety, security and mobility will be enhanced by redesigning street sections, repurposing unnecessary pavement, fixing challenging intersections, and addressing circulation and access to help bicyclists ride along the street and to help pedestrians – especially youth, elderly and individuals with disabilities or mobility challenges – walk along or cross the street. More activity and eyes on the street will help improve personal security as well

Develop and Refine Design Alternatives

The consultant will refine and complete products from the charrette. Approximately 2 to 3 months following the charrette, the consultant and LGC will review the public input, recommendations and plan concepts with the City, key agency staff and the advisory group. A community workshop and online survey on the full draft concepts as described under Task 3 will follow. Feedback will guide development of final design concepts and a coordinated transportation and land use strategy for the Downtown and Main Street.

Develop Implementation Plan

The consultant, working closely with the City, LGC and local stakeholders, will prepare an implementation plan that identifies policy and regulatory changes and improvement projects, phasing/timing, cost estimates, and available funding sources.

The plan will also identify steps for securing additional funds necessary for implementation. It will include local, regional, state, and federal sources, and cover a variety of types including transportation infrastructure and amenities, air quality, water quality, parks, health, economic development and climate

adaptation. The funding list will include public and private sources and details on what each funding source can address such as capital improvements, feasibility analysis, environmental review, right-of-way acquisition, engineering design and construction documents, programs, maintenance and operations.

Prepare and Distribute Full Draft Plan

The consultant will incorporate the results of prior tasks to produce the full draft plan. LGC will prepare a section summarizing the public process and community input for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be released for review and comments by the public. The document will be made available for download from the project website. The City and LGC will consult with the advisory group to identify additional avenues for distribution (such as providing copies for review at the County Library on Church and Main Street), access and submission of comments. The plan will include a summary of next steps towards implementation and will credit Caltrans on the title page.

Task 5: Final Plan and Council Approval

Final Plan Adoption or Approval

Based on input received on the draft plan, the consultant will prepare the final plan. The consultant and LGC will present the plan to the City Council for adoption or approval. The consultant will make final adjustments, corrections and refinements, and submit the final document to the City. The City will submit an ADA accessible electronic copy of the final document to Caltrans.



Staff Report to City Council

FOR THE JANUARY 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: PMVCD Committee Assignment

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and assign primary and alternate committee members for the Placer Mosquito and Vector Control District (PMVCD).

Summary/Background

Council reviewed committee assignments at the January 12, 2022 City Council meeting and provided direction to staff to bring back the Placer Mosquito and Vector Control District (PMVCD) to the January 26th City Council meeting for discussion.

Last year’s PMVCD representatives’ assignment is reflected in the table below.

Placer Mosquito & Vector Control District (PMVCD)	Will Stockwin Alt: Marnie Mendoza	4:30PM 3rd Monday / Every Month	2021 Opportunity Dr Roseville	\$100 Stipend
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Staff is requesting council discuss and assign a primary and alternate representative to the PMVCD for calendar year 2022.

Fiscal Impacts

N/A

Attachments:

1. N/A