

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Sean Lomen · Mayor Pro Tem Caroline McCully
Councilmembers Trinity Burruss · Kim Douglass · Larry Hillberg

REGULAR MEETING AGENDA

August 27, 2025

Regular Session 6:00 PM

You may access the meeting and address the Council by the following means:

ZOOM at

<https://us02web.zoom.us/j/84968570574>

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

849 6857 0574

1 669 900 6833 / 1 669 444 9171 / 1 719 359 4580 / 1 253 205 0468

View Only on Facebook Live on our City of Colfax page: City of Colfax, California.

You may also submit written comments to the City Clerk via email at

city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by

dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments

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

While the City makes every effort to allow public participation in City Council meetings via Zoom and Facebook Live as described above, we cannot guarantee these services will

be accessible. We encourage interested members of the public to submit written

comments in advance of the meeting or attend the meeting in person.

1 OPEN SESSION

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

1B. **Pledge of Allegiance**

1C. **Roll Call**

1D. **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.

1E. **Statement of Conflict of Interest**

2 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

2A. **Minutes** (Pages 4-7)

Recommended Action: By Motion, approve the Colfax City Council minutes of 8/13/2025.

2B. **Minutes** (Page 8)

Recommended Action: By Motion, approve the Colfax City Council minutes of 8/19/2025.

2C. **City Projects Report** (Pages 9-12)

Recommended Action: Review and Comment.



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

August 27, 2025

2D. Side Letter Agreement is entered into between the City of Colfax (“City”) and the International Union of Operating Engineers, Stationary Engineers, Local 39 (“Union”) (Pages13-49)

Recommended Action: Adopt Resolution __-2025 directing the City Manager to make the agreed-upon changes to the current Memorandum of Understanding (MOU) between the parties covering the term July 1, 2021 through June 30, 2026.

*** End of Consent Calendar ***

3 AGENCY REPORTS

3A. Placer County Sheriff’s Office

3B. California Highway Patrol

3C. Placer County Fire Department/CALFIRE

3D. Non-Profits

4 PRESENTATIONS (NONE)

5 PUBLIC HEARING (NONE)

6 PUBLIC COMMENT

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

7 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.

7A. Committee Reports and Colfax Informational Items – All Councilmembers

7B. City Operations Update – City Manager

8 COUNCIL BUSINESS

8A. Mold Remediation – Fire Station 39 (Pages 50-110)

Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to execute a contract with Reactic Restoration for mold remediation services at City-Owned Fire Station 39, located at 33 Church Street, in an amount not to exceed \$25,141.44.

9 GOOD OF THE ORDER

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

9A. Public Comment on Good of the Order

Members of the public are permitted to address the Council on matters that relate to general welfare of the City that have not been previously discussed on this agenda. Oral comments may not exceed five (5) minutes. Written comments should not exceed 800 words.

10 CLOSED SESSION (NONE)

11 ADJOURNMENT



I, Amanda Ahre, 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/>



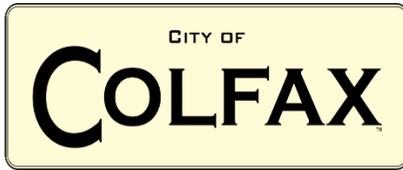
Amanda Ahre, City Clerk

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.

LEVINE ACT WARNING: In certain instances, parties, participants, and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308, California Code of Regulations Sections 18438.1 through 18438.8, and Fair Political Practices Commission Opinion 0-22-002. All parties, participants, and their agents are hereby directed to review these sections for compliance. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity.



City Council Minutes



Regular Meeting of Colfax City Council

Wednesday, August 13, 2025

City Hall Council Chambers, 33 S Main Street,

Colfax, CA and attended via Teleconference through ZOOM

1

OPEN SESSION

1A. Call Open Session to Order – Mayor Pro Tem McCully called the Open Session to order at 6:00 p.m.

1B. Pledge of Allegiance – Mayor Pro Tem McCully lead the Pledge of Allegiance.

1C. Roll Call

Present: Councilmember Burruss, Councilmember Douglass, Councilmember Hillberg, Mayor Pro Tem McCully

Absent: Mayor Lomen

1D. Approval of Agenda Order

MOTION made by Councilmember Burruss to approve the agenda order, seconded by Councilmember Hillberg, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully,

NOES:

ABSTAIN:

ABSENT: Lomen

1E. Statement of Conflict of Interest – No conflicts were identified by the Council or the public.

2

CONSENT CALENDAR

2A. Minutes

Recommended Action: By Motion, approve the Colfax City Council minutes of 7/23/2025.

2B. Cash Summary – July 2025

Recommended Action: Accept and File.

2C. Quarterly Investment Report – Quarter Ended June 30, 2025

Recommended Action: Accept and File.

2D. City Project Report

Recommended Action: Review and Comment.

2E. PG&E Microgrid Station Sublet Agreement

Recommended Action: Adopt Resolution 32-2025 authorizing the City Manager to enter into a PG&E Microgrid Substation sublet agreement for 7 North Main St.

2F. Fund 292 Alternate Usage

Recommended Action: Adopt Resolution 33-2025, directing the City Manager to allocate an amount not to exceed \$51,150.00 from the Fire Capital Fund 292 to serve as the City's required match for the Community Home Hardening and Defensible Space Grant.

2G. On-Call Construction Inspection Services – UNICO Engineering

Recommended Action: Adopt Resolution 34-2025 authorizing the City Manager to execute a Consultant Services Agreement with UNICO Engineering for On-Call Construction Inspection Services for a 3-year term in an amount not to exceed \$200,000.00.

MOTION made by Councilmember Hillberg to approve the consent calendar, Seconded by Mayor Pro Tem McCully, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully

NOES:

ABSTAIN:

ABSENT: Lomen

3

Agency Reports

- 3A. **Placer County Sheriff’s** – Deputy Boyer reported that there were a total of 166 incidents for July. A total of 26 reports were taken, including 14 related to transient issues, 22 suspicious activity reports, 12 disturbance reports, and 33 traffic stops - most of which were issued warnings.
- 3B. **CHP** – Absent
- 3C. **Placer County Fire/CALFIRE**— Battalion Chief Siebert reported 116 calls in July, including 27 vegetation fires, 3 vehicle fires, 3 structure fires, and 36 calls for medical aids. The stations are fully staffed.
- 3D. **Non-Profits** –Erin Newington, with the Historic Colfax Downtown Association, reported a successful Colfax Bazaar. The Association is currently working on the Levitt AMP Music Series Grant. The Association has made it to the final 100 applicants for the public voting period. The grant would afford the ability to host 7-10 concert series a year within Colfax with a grant fund match. Erin is requesting to put together a community workshop with the Council to brainstorm how to further the chances of being chosen for the grant. The Mayor Pro Tem requested the City Manager to schedule a public workshop next week to further discuss this grant opportunity.

4

PRESENTATION (NONE)

5

PUBLIC HEARING (NONE)

6

PUBLIC COMMENT (NONE)

7

COUNCIL AND STAFF

7A. Committee Reports and Colfax Informational Items – All Councilmembers.

Councilmember Douglass attended the Colfax Bazaar, the Placer County Economic Development Board meeting, and attended a meeting with the Colfax Hotel owner at the Dutch Flat hotel.

Councilmember Hillberg also met with the Colfax Hotel owner at the Dutch Flat Hotel, and attended the VFW breakfast.

Councilmember Burruss would like to approach the conversation with Union Pacific to get Railroad Street paved, she would also like to see a solid emergency plan in place - put together an ICS plan. (FEMA ICS training online is free.) Councilmember Burruss would also like to look into creating a Colfax Community Foundation 501C with two Councilmembers on the board of the Foundation for the City’s Non-profit funds.

Mayor Pro Tem McCully attended the Taste of India dinner, Colfax Bazaar, PCCOA dinner.

7B. City Operations Update – City Manager

City Manager Walker worked with WWTP CPO Matt Anderson and Control Point Engineering on the SCADA system for the WWTP, the City Clerk on the City’s website, City Engineer Carl Moore on the re-striping project. Also attended the Colfax Bazaar and Taste of India dinner.

8

COUNCIL BUSINESS**8A. Supervisory Control and Data Acquisition (SCADA) At the Wastewater Treatment Facility**

Recommended Action: Adopt Resolution 35-2025 authorizing the City Manager to enter into an agreement with Control Point Engineering for the completion and integration of a new SCADA system at the Wastewater Treatment Plant in an amount not to exceed \$163,550.00.

Chief Plant Operator Matt Anderson introduced this item and gave a history of the SCADA system and what the current system is lacking.

The council discussed the cost of the system, the savings in employee hours achieved through SCADA monitoring, and explored possible alternative options.

MOTION made by Councilmember Burruss to adopt Resolution 35-2025, seconded by Councilmember Hillberg, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully

NOES:

ABSTAIN:

ABSENT: Lomen

8B. Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order – Wastewater Treatment Plant

Recommended Action: Adopt Resolution 36-2025 authorizing the City Manager to execute an agreement with Hach Company for an equipment purchase not to exceed \$43,000.00.

Chief Plant Operator Matt Anderson introduced this item and explained that he is requesting the Council authorize the purchase of equipment in lieu of paying the \$36,000.00 State fines in order not to have future violations

MOTION made by Councilmember Hillberg to adopt Resolution 36-2025, seconded by Councilmember Douglass, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully

NOES:

ABSTAIN:

ABSENT: Lomen

8C. Sierra Vista Community Center Ad Hoc Committee Report

Recommended Action: Review the report and provide recommendations on how to proceed.

Councilmember Hillberg and Councilmember Burruss have met with the SVCC to discuss an agreement between the SVCC and the City. Councilmember Hillberg is requesting to remove Sierra Soar from the stipulation of the MOU with the SVCC and invite them back to apply for the remaining \$2,800.00 from their original request. Councilmember Burruss is looking to have a solid agreement in place, and any future changes to the agreement need to be put into writing as an amendment. SVCC has requested the City provide a DRAFT agreement to negotiate the terms of the agreement. (Must have, it would be nice, and avoid at all costs). Next meeting with SVCC is scheduled for this Friday, August 15th. Burruss requested to place the contract negotiation with the SVCC on a Closed Session at an upcoming Council Meeting.

9

GOOD OF THE ORDER

Councilmember Douglass attended the Taste of India Dinner at the SVCC, dinner at Eskaton in Roseville, and met with a lobbyist and invited him to Colfax.

Councilmember Hillberg is excited for the prospect of the Concert Series. Jim Bowers (and Foxy McCleary) are

responsible for the Shadow art around town. Jim Bowers has an idea for Downtown Colfax that would be a Guinness World Record involving trains.

Councilmember Burruss is requesting the August 27th City Council meeting to be rescheduled due to planned Councilmembers absences. She will also be taking FMLA from her day job, and may have to take time away from her Council duties to take care of family matters.

Mayor Pro Tem McCully reminded everyone of the Farmer's market tomorrow night. CoCo's Creamery had their soft opening today, and the Lions' Art Walk and Car Show is on Friday. There is also the upcoming Salsa Showdown last Sunday in September. (Sign ups at the Wrecking Crew).

9A. Public Comment on Good of the Order

No Public Comment on Good of the Order.

10 **CLOSED SESSION**

10A. Public Comment (On Closed Session Items Only)

No public comment.

10B. By Consensus of the Council, adjourn to a Closed Session

Mayor Pro Tem McCully adjourned to a closed session at 7:10 pm.

10C. Side Letter Agreement between the City of Colfax (“City”) and the International Union of Operating Engineers, Stationary Engineers, Local 39 (“Union”)

The City Council reviewed a report from the City Manager on the memorandum of understanding with the International Union of Operating Engineers, Stationary Engineers, Local 39 and provided direction to the City Manager to finalize the agreement.

10D. Public Employee Performance Evaluation Pursuant to Government Code Section §54957

Title: City Manager

The City Council received a presentation from Robert Richardson, Management Consultant, and provided direction to the City Attorney.

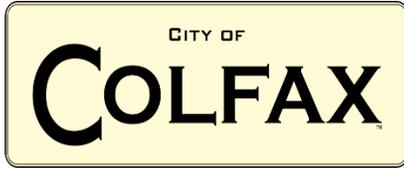
11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Pro Tem McCully adjourned the meeting, by motion and without objection at 9:14 p.m. Respectfully submitted to City Council this 27th day of August, 2025.



Amanda Ahre, City Clerk

City Council Minutes



Special Meeting of Colfax City Council
Tuesday August 19, 2025
City Hall Council Chambers, 33 S Main Street,
Colfax CA

OPEN SESSION

1

1A. Call Open Session to Order – Mayor Lomen called the Open Session to order at 6:05 p.m.

1B. Pledge of Allegiance

1C. Roll Call

Present: Douglass, Hillberg, McCully, Lomen

Absent: Burruss

(Councilmember Hillberg joined the meeting at 6:51 pm.)

Public Comment

2

Workshop

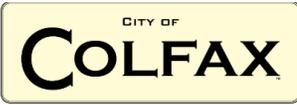
Discussion regarding the Historic Colfax Downtown Association’s Levitt Foundation Grant. This potential grant would bring 7-10 professional concerts per year to Colfax for the next three years. Brainstorming on how to publicize the vote, fundraise the needed funds for the funds match for the grant if it is awarded to the Historic Colfax Downtown Association.

1E. Adjournment

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 7:05 p.m. Respectfully submitted to City Council this 27th day of August, 2025.

A handwritten signature in blue ink that reads "Amanda Ahre".

Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE AUGUST 27, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: City Projects Report

Budget Impact Overview:

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

RECOMMENDED ACTION: Review and Comment.

Summary/Background

The following is a list of projects, by department, that have either been completed or are in progress.

Week of – July 20 - 26, 2025

City Manager

- Met with Councilmen Douglass.
- Ordered Full Size Roundabout Signs.
- Attended Winterfest Alternative Parade route meeting.
- Attended SCADA Development Meeting.
- Attended City Council Meeting.

Planning

- Zoning inquiries (adult daycare and fences).
- Continuing edits to draft special event ordinance.
- Follow up with Caltrans on noise ordinance.
- Draft summary public notice for the ADU approval.

Maintenance Department

- Fixed the pedestrian barricade at round about. Replaced with new one and hauled off the old one.
- Replaced 6 different stop signs around town and hung up the 2-hour parking EV sign at the depot.
- Spent the majority of the week at the landfill knocking down weeds. (3 days).
- Fixed a leak in some unidentified irrigation at the depot. That was almost a full day by myself trying to find the line underground.
- Friday we spent the whole day at the shop doing a deep, thorough cleaning and re-organizing of the inside of the Corp Yard.

Wastewater Treatment Plant/Sewer

- Normal treatment plant operations.
- A-side of treatment system offline.
- Pond 3 is almost empty.
- Working with control point on SCADA timeline.

Administrative Services

- HR duties as assigned
- Oversaw daily accounting functions including accounts payable, cash receipts, utility billing and payroll.
- Worked diligently on the audit preparation list.
- Miscellaneous journal entries as necessary.

City Clerk

- Processed applications for Winterfest vendors.
- Attended a legislative update webinar hosted by CMCA.
- Facilitated the July 23, 2025 Colfax City Council meeting.
- Met with CivicPlus for System Configuration training.

Engineering

- Coordinate Skatepark bid documents.
- Assist with roundabout barricade replacement and addition to monument sign.
- Coordinate the Forest Hill pavement repair with PCWA.
- Sewer evaluations.
- Complete Empire Self Storage site improvement plan review.
- Emails and department coordination/attend staff meeting.

Building/Code Enforcement

- Colfax Storage: BV sent 2nd round of comments to owner. Had another CAsp from BV work out the details on the plans. The review was approved with redlines. Just waiting for civil plans to be approved.
- Sent letter for Illegal ADU – converted to Airbnb at 129 W. Oak St. inspection revealed that the owner was just renting part of the main house and not the garage. Case closed.
- Weed abatement: Whitcomb property at end of street. Met with owner. He needs to remove blackberry bush near large culvert. All other weeds were cut down. No Fines.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. New roof, EV charger and solar. EV charger requires accessible parking and pathway. Working with DC electric. Sent them all the accessible code sections for the EV charger.
- 1213 S. Auburn: signed business license.
- Emailed 7-11. Amount of fines: \$5300 needs to be paid to close enforcement.

Week of July 27 – August 2, 2025

City Manager

- Met with Councilmen Douglass.
- Ordered Full Size Roundabout Signs.
- Attended weekly SCADA Development Meeting.
- Met with Tim Jones to discuss City Banking.
- Attended PCCOA Diner.
- Attended Tast of India fund raising dinner.

- Agenda preparation.

Planning

- Met with A&A concrete and drafted memo regarding noise issues to the City Council.
- Drafted Lot Line Adjustment approval for 701 Highway 174.
- Answered zoning questions.
- Attended zoom training on new agenda software program.
- Research on food truck ordinances.

Maintenance Department

- Removed all Scotch Broom off of the hill side at the landfill.
- Finished weed eating the hillside at the Landfill.
- Gopher bombed gophers at the landfill.
- Cleared the corner of Main St. and Newman from vegetation and trees blocking the intersection making it a traffic hazard.
- Trimmed back all the overgrowth of vegetation and black berry bushes down Newman St.
- Replaced stop sign and veterans sign on Grass Valley St.
- Picked up trash and couch from School St.
- Painted City cones with Colfax identification.
- Mowed, weed clearing, edged, and blew all City parks.
- Fixed multiple broken irrigation lines at the ballpark and Roy Toms.
- Gopher bombed gophers at Ballpark.

Wastewater Treatment Plant/Sewer

- WWTP operations are good. No issues in the collection system this week.
- Pressing solids to reduce load on plant process.
- WM Lyles delivered our spare pond 3 pump.
- Construction at plant has officially been complete. Jim Fletter to finalize report and all paperwork.
- Working with control point on our plant Supervisory Control and Data Acquisition (SCADA).

Administrative Services

- Met with Tim Jones regarding audit preparation list and assigned work.
- HR Duties as necessary
- Completed the bank reconciliation for the month of July 2025.
- Oversaw daily accounting including accounts payable, utility billing and cash receipts
- Trained Accounting Technician on Business License late notices
- Audit preparation

City Clerk

- Posted answers to questions regarding the 2025 Accounting and Financial Reporting Software RFP.
- Attended an Agenda Management Software training session with CivicPlus.
- Processed Vendor applications for the 2025 Winterfest.
- Recorded a Notice of Completion for the WWTP Solar Project.
- Obtained deeds to properties owned by the City.
- Updated the Municipal Code books.
- Updated our Flood Control Director Handbook for 2025.
- Responded to Public Records Requests.

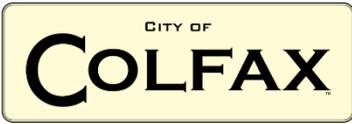
- Helped in the day-to- day operations of City Hall.

Engineering

- Complete review for Empire Self Storage project and coordinate easement documents
- Coordinate proposals for private development inspections
- Review the sediment issue at Sierra Animal shelter
- Measure buildings for sewer evaluation at 1213 S. Auburn and prepare evaluation
- Emails and department coordination/attend staff meeting
- Assist with computer and software issues
- Attend O'Reilly Auto construction kick-off meeting

Building/Code Enforcement

- Weed abatement: Whitcomb property at west end of street. Met with owner. He needs to remove blackberry bush near large culvert. All other weeds were cut down. No Fines.
- Weed abatement: preparing letter for the Whitcomb property at the east end of the street.
- Weed abatement: NID property got multiple complaints about blackberry overgrowth into Mink Creek Estates.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. New roof, EV charger and solar. EV charger requires accessible parking and pathway. Working with DC electric. Sent them all the accessible code sections for the EV charger. Met with the owner to review new parking and signage. Left stripe was short, corner of parking and the EV access was too steep. All other items were compliant. Had them sweep up dirt that ran all the way down the street from the earthwork they did. Had them put in waddles and order a street sweeper.
- Emailed 7-11. Amount of the fines: \$5300 needs to be paid to close enforcement. 7-11 had attorney send me a letter claiming we didn't tell them properly what their violation was. Sent to City attorney and had staff provide correspondence letters.
- 1213 S. Auburn – Met new owner with City Engineer to evaluate building square footage to determine EDU's.



Staff Report to City Council

FOR THE AUGUST 27, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Side Letter Agreement between the City of Colfax ("City") and the International Union of Operating Engineers, Stationary Engineers, Local 39 ("Union").

Budget Impact Overview:

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

RECOMMENDED ACTION: Adopt Resolution __-2025 Directing the City Manager to make the agreed upon changes to the current Memorandum of Understanding (MOU) between the parties covering the term July 1, 2021 through June 30, 2026.

Summary/Background

On March 17, 2025, Jeremy Burch, Business Representative for Stationary Engineers Local 39, representing City staff, met with the City Manager to discuss revisiting certain provisions of the employee contract agreement. On March 25, 2025, the City received a proposed Side Letter Agreement seeking to modify and clarify specific terms of the current Memorandum of Understanding (MOU), effective July 1, 2021, through June 30, 2026. The Side Letter formally requested the City re-evaluate the employee salary range, callback/standby pay, wastewater treatment plant operator license pay, and consider an equity salary increase.

Following multiple meetings, in-depth discussions with the Mayor, Mayor Pro-Tem and the City Manager, and an in-depth budget review by the Finance Department, the City Manager and Stationary Engineers Local 39 reached agreement on several of the proposed changes. Represented City staff will receive a base salary increase of 2% (the annual July CPI adjustment) and a 2% equity increase rather than the originally requested 8%. Additionally, the existing 11-step salary structure will transition to a 6-step model, the existing model based on 2.5% step increases and the new model based on 5% step increases. Standby pay will increase from \$3.00 to \$4.00 per hour for assigned standby time.

All other items outlined in the Side Letter will be reconsidered during the next contract negotiation cycle.

Conclusions and Findings

The City received a report from its negotiator and, in closed session, approved the attached memorandum of understanding negotiated with the Union to move forward for an official vote at tonight’s Council meeting.

Attachments:

1. Resolution __-2025
2. Side Letter Request
3. Negotiated Side Letter (MOU)
4. 2021 MOU between the City of Colfax and IUOE, Stationary Engineers, Local 39
5. Represented and Non-Represented Employee salary tables with increases

City of Colfax

City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO MAKE THE AGREED UPON
CHANGES TO THE CURRENT MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE PARTIES COVERING THE TERM JULY 1, 2021, THROUGH JUNE 30, 2026

WHEREAS, On March 17, 2025, Jeremy Burch, Business Representative for Stationary Engineers Local 39, representing City staff, met with the City Manager to discuss revisiting certain provisions of the employee contract agreement. On March 25, 2025, the City received a proposed Side Letter Agreement seeking to modify and clarify specific terms of the current Memorandum of Understanding (MOU), effective July 1, 2021, through June 30, 2026. The Side Letter formally requested the City re-evaluate the employee salary range, callback/standby pay, wastewater treatment plant operator license pay, and consider an equity salary increase.; and,

WHEREAS, following multiple meetings, in-depth discussions with the Mayor, Mayor Pro-Tem and the City Manager, and an in-depth budget review by the Finance Department, the City Manager and Stationary Engineers Local 39 reached agreement on several of the proposed changes. Represented City staff will receive a base salary increase of 2% (the annual July CPI adjustment) and a 2% equity increase rather than the originally requested 8%. Additionally, the existing 11-step salary structure will transition to a 6-step model, the existing model based on 2.5% step increases and the new model based on 5% step increases. Standby pay will increase from \$3.00 to \$4.00 per hour for assigned standby time.; and,

WHEREAS, all other items outlined in the Side Letter will be reconsidered during the next contract negotiation cycle; and,

WHEREAS, The City's FY 2025–26 General Fund budget remains balanced, including the additional staffing costs negotiated in the Side Letter. However, the Enterprise Fund is projected to face a shortfall, with planned expenditures exceeding projected revenues by \$16,206. This gap is expected to be offset by cost savings from solar operations at the wastewater treatment plant; and,

WHEREAS, the City of Colfax agrees upon provisions for both represented and non-represented employees.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves the IOUE Stationary Engineers, Local 39 changes to the to the current Memorandum of Understanding (MOU) between the parties covering the term July 1, 2021, through June 30, 2026, and authorizes the City Manager to execute the negotiated changes with the IOUE Stationary Engineers, Local 39.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on August 27, 2025, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Sean Lomen, Mayor

Amanda Ahre, City Clerk

SIDE LETTER AGREEMENT
BETWEEN THE CITY OF COLFAX AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39

This Side Letter Agreement is entered into between the City of Colfax ("City") and the International Union of Operating Engineers, Stationary Engineers, Local 39 ("Union") to modify and clarify specific provisions of the current Memorandum of Understanding (MOU) between the parties covering the term July 1, 2021 through June 30, 2026.

1. Article 6: SALARY, A. Salary Range

~~Employees hired prior to July 1, 2021: The salary range for existing employees will be converted from the current 5-step salary range to a 9-step salary range. The new salary range will consist of 9 steps, with 5% between existing steps 1, 2, 3, 4, and 5, and 2.5% between additional steps 6, 7, 8 and 9. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment A)~~

~~Employees hired on or after July 1, 2021: The salary range for new hires will consist of 11 steps, with 2.5% between steps. The top step of the salary range for new hires will be approximately 5% lower than the new top step for current employees. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment B)~~

~~Effective the first full pay period following the ratification of this side letter, the City shall implement a single, unified salary range schedule for all represented employees consisting of six (6) steps. The percentage increase between each step shall be five percent (5%) across all classifications. Employees shall be placed at the step in the new salary schedule that is closest to, but not less than, their current base salary. Advancement through the salary range shall occur on an annual basis, consistent with City personnel policies and procedures.~~

2. Article 6: SALARY, B. Call Back Pay/Standby Pay

Call Back Pay: When an employee is called by the City Manager or designee to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two (2) hours at the rate of time and one half (1.5x) their normal rate of pay. Any work performed beyond the initial two (2) hours shall also be compensated at time and one half (1.5x) for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or designee, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns. Phone calls not requiring a return to duty shall be compensated in fifteen-minute (15) intervals at the rate of time and one half. Cumulative time spent on the telephone in excess of fifteen (15) minutes shall be compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work

Standby Pay: Bargaining Unit employees required to be on standby outside of their normal working hours and will receive ~~\$3.00~~\$5.00 for each hour of assigned standby time, as

directed by the City Manager or designee. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day in addition to the standby pay. Standby employees responding to a call shall receive Call Back pay pursuant to the above Section.

3. Article 6: SALARY, D. Wastewater Treatment Plant Operators

When a Wastewater Treatment Plant Operator License is required: Upon successful completion, the City shall pay for all out-of-pocket costs related to obtaining a Grade 2 or **3higher** Wastewater Treatment Plant Operator's license, including paid time off for required classes and testing required during normal work hours. The City shall pay for the cost of Grade 2 or **3higher** Wastewater Treatment Plant Operator license renewals.

4. Article 6: SALARY, J. Equity Salary Increase (New Section)

Effective the first full pay period following the ratification of this side letter, all represented employees shall receive an eight percent (8%) equity increase to their base salary. This adjustment is intended to address market competitiveness and internal equity concerns.

5. Full Force and Effect

All other provisions of the current MOU shall remain in full force and effect. This Side Letter shall be incorporated into the MOU and shall become effective upon approval and signature by both parties.

Agreed to this _____ day of _____ 2025, by the parties' authorized representatives.
Day Month

FOR THE CITY OF COLFAX:

FOR STATIONARY ENGINEERS, LOCAL 39:

Sean Lomen
Mayor

Tim Eggen
Business Manager

Ron Walker
City Manager

Brandy Johnson
Director of Public Employees

Jeremy Burch
Business Representative

SIDE LETTER AGREEMENT
BETWEEN THE CITY OF COLFAX AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39

This Side Letter Agreement is entered into between the City of Colfax ("City") and the International Union of Operating Engineers, Stationary Engineers, Local 39 ("Union") to modify and clarify specific provisions of the current Memorandum of Understanding (MOU) between the parties covering the term July 1, 2021 through June 30, 2026.

1. Article 6: SALARY, A. Salary Range

~~Employees hired prior to July 1, 2021: The salary range for existing employees will be converted from the current 5-step salary range to a 9-step salary range. The new salary range will consist of 9 steps, with 5% between existing steps 1, 2, 3, 4, and 5, and 2.5% between additional steps 6, 7, 8 and 9. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment A)~~

~~Employees hired on or after July 1, 2021: The salary range for new hires will consist of 11 steps, with 2.5% between steps. The top step of the salary range for new hires will be approximately 5% lower than the new top step for current employees. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment B)~~

~~Effective the first full pay period following the ratification of this side letter, the City shall implement a single, unified salary range schedule for all represented employees consisting of six (6) steps. The percentage increase between each step shall be five percent (5%) across all classifications. Employees shall be placed at the step in the new salary schedule that is closest to, but not less than, their current base salary. Advancement through the salary range shall occur on an annual basis, consistent with City personnel policies and procedures.~~

2. Article 6: SALARY, B. Call Back Pay/Standby Pay

Call Back Pay: When an employee is called by the City Manager or designee to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two (2) hours at the rate of time and one half (1.5x) their normal rate of pay. Any work performed beyond the initial two (2) hours shall also be compensated at time and one half (1.5x) for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or designee, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns. Phone calls not requiring a return to duty shall be compensated in fifteen (15) minutes intervals at the rate of time and one half. Cumulative time spent on the telephone in excess of fifteen (15) minutes shall be compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work

Standby Pay: Bargaining Unit employees required to be on standby outside of their normal working hours and will receive ~~\$3.00~~\$4.00 for each hour of assigned standby time, as

directed by the City Manager or designee. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day in addition to the standby pay. Standby employees responding to a call shall receive Call Back pay pursuant to the above Section.

3. Article 6: SALARY, J. Equity Salary Increase (New Section)

Effective the first full pay period following the ratification of this side letter, all represented employees shall receive a two percent (2%) equity increase to their base salary. This adjustment is intended to address market competitiveness and internal equity concerns.

4. Full Force and Effect

All other provisions of the current MOU shall remain in full force and effect. This Side Letter shall be incorporated into the MOU and shall become effective upon approval and signature by both parties.

Agreed to this _____ day of _____ 2025, by the parties' authorized representatives.
Day Month

FOR THE CITY OF COLFAX:

Sean Lomen
Mayor

Ron Walker
City Manager

Brandy Johnson
Director of Public Employees

Jeremy Burch
Business Representative

FOR STATIONARY ENGINEERS, LOCAL 39:

Tim Eggen
Business Manager



Stationary Engineers, Local 39

INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

BART FLORENCE

BUSINESS MANAGER-RECORDING SECRETARY

August 9, 2021

Wes Heathcock, City Manager
City of Colfax
PO Box 702
Colfax, CA 95713

Re: 2021-2026 Memorandum of Understanding

Dear Mr. Heathcock;

Enclosed, please find the fully executed Memorandum of Agreement by and between the City of Colfax and the International Union of Operating Engineers, Stationary Engineers Local 39.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Stephen Hatch
Business Representative

SH:sg:IUOE#39/afl-cio

RECEIVED
AUG 12 2021
CITY OF COLFAX

AGREEMENT

BETWEEN

CITY OF COLFAX

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39,
AFL-CIO**

2021-2026

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias- Brown Act, by and between the City Manager of the CITY OF COLFAX and I.U.O.E. STATIONARY ENGINEERS, LOCAL 39 (Union) the first day of July, 2021.

The parties have met and conferred in good faith regarding wages, hours and other items and conditions of employment of the represented employees of the City of Colfax and have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The MOU shall be presented to the City Council as the joint recommendations of the undersigned for salaries, fringe benefits and working conditions of all represented employees of the City of Colfax.

The MOU and following agreements shall not become effective until approved by the Colfax City Council and I.U.O.E. Stationary Engineers, Local 39.

ARTICLE 1: RECOGNITION

The City hereby recognizes the Union as the exclusive representative for all employees in the job classifications in the General Bargaining Unit, as defined in Appendix "A" (attached) of this agreement, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

ARTICLE 2: SCOPE OF AGREEMENT

- A. Term: This ~~4 1/2 year~~ agreement shall remain in full force and effect until June 30, 2026.
- B. Procedure for Meet and Confer: The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act.

ARTICLE 3: UNION RIGHTS

The Union has the right to represent its members before the City Council or advisory boards or commissions or the City Manager or his designee with regard to wages, hours and conditions of employment or other matters within the scope of representation. Employees represented by the

Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and City policies, rules and regulations.

Union shall have the following rights:

A. Union Access

Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards

Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting. A copy of all items posted shall be forwarded to the City.

C. Use of Facilities

The City Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of City facilities shall be unreasonably denied.

~~D. Agency Shop/ Fair Share Fee~~

~~The Union owes the same responsibilities to all employees in the represented Unit and has a duty to provide fair and equal representation to all employees in all classes in the Unit whether or not they are members of Union, in accordance with Government Code Section 3500.~~

Union Dues and Initiation and Agency Fees: The Employer, upon receipt of notice from the Union, will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current periodic Union dues or Agency fees based upon a uniform dues schedule from the pay of each Union employee.

~~Pursuant to Government Code Section 3502.5(b), all current regular employees and all new employees in the General Bargaining Unit represented by Union shall, as a condition of employment, authorize payroll deductions beginning the first pay period of the month of employment or assignment to General Bargaining Unit for the payment of dues owing from one of the following:~~

~~Become a member of the Union and pay dues; or
Pay to the Union a fair share fee.~~

The Union shall defend, indemnify and hold the City harmless against any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that shall arise out of or by reason of action taken by the City under this article.

G. New Hire Orientation:

The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

H. Federal PAC Contributions

The City will deduct an amount as determined by written direction from the Local 39 member for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the district for the costs of such administration.

I. Maintenance in Membership:

The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement. ~~A withdrawal under this paragraph does not relieve an employee from the Agency Shop provisions.~~

J. Written Notice:

The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.

K. Reasonable Access:

Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the City or established safety or security requirements.

ARTICLE 4: MANAGEMENT RIGHTS

- A. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service and; determine the procedures and standards of selection for employment and promotion; train and direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this MOU.
- B. The City maintains the right to use qualified volunteers or reserves in the City service, provided such use does not adversely affect wages, hours and other terms and conditions of employment of represented employees. Use of said individuals shall be in accordance with State law and regulations.
- C. Nothing contained within the Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

ARTICLE 5: NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference or legitimate Union activities against any employee or application for employment by the City and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for the employment position the applicant seeks. Nothing in this article shall in anyway change current case law regarding employer's liability for discrimination nor shall it remove any defense currently or in the future with regard to employment discrimination.

ARTICLE 6: SALARY

~~C. Rates of Pay: The City will provide salaries for all classifications as listed in Appendix A for the duration of this MOU. Based on merit, employees will be eligible for further step increases to be effective on the anniversary date of their employment with the City of Colfax. Once an employee reaches Step 5 of the new salary range, the employee will no longer be eligible to receive further merit step increases.~~

~~D. _____~~

A. Salary Ranges

Employees hired prior to July 1, 2021: The salary range for existing employees will be converted from the current 5-step salary range to a 9-step salary range. The new salary range will consist of 9 steps, with 5% between existing steps 1, 2, 3, 4, and 5, and 2.5% between additional steps 6, 7, 8 and 9. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment A)

Employees hired on or after July 1, 2021: The salary range for new hires will consist of 11 steps, with 2.5% between steps. The top step of the salary range for new hires will be approximately 5% lower than the new top step for current employees. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment B)

B. Call Back Pay/Standby Pay:

Call Back Pay: When an employee is called by the City Manager or designee to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two hours at the rate of time and one half their normal rate of pay. Any work performed beyond the initial two hours shall also be compensated at time and one half for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or ~~Community Services Director or designee~~, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns. Phone calls not requiring a return to duty shall be compensated in fifteen-minute intervals at the rate of time and one half. Cumulative time spent on the telephone in excess of 15 minutes shall be compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work

Standby Pay: ~~Wastewater Treatment Plant Operators and Maintenance Workers will~~ ~~may be Bargaining Unit employees~~ required to be on standby outside of their normal working hours and will receive \$3.00 for each hour of assigned standby time, as directed by the ~~Community Services Director~~ ~~City Manager or designee~~. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day in addition to the standby pay. Standby employees responding to a call shall receive Call Back pay pursuant to the above Section.

C. Cost of Living Adjustments:

Effective the first full pay period inclusive of July 1, 2021, all bargaining unit employees shall receive a base wage increase of two percent (2%).

Cost of Living Adjustments will be provided to all bargaining unit members on July 1, 2022, 2023, 2024, and 2025, based on an average of the two CPIs of San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers and United States City Average Urban Wage Earners and Clerical Workers, minimum 2%, maximum 4%. Averages will be based on April to March for the purposes of yearly City budgeting.

D. Wastewater Treatment Plant Operators:

When a Wastewater Treatment Plant Operator License is required: Upon successful completion, the City shall pay for all out-of-pocket costs related to obtaining a Grade 2 or 3 Wastewater Treatment Plant Operator's license, including paid time off for required classes and testing required during normal work hours. The City shall pay for the cost of Grade 2 or 3 Wastewater Treatment Plant Operator license renewals

- E. Operator in Training Program. The parties agree to allow qualified employees to participate in the State's Operator in Training (OIT) program subject to the following conditions:

The City shall:

- a. ~~Reimburse for approved schooling, including course materials upon successful completion of the course. Pay for approved schooling, including course materials~~
- b. Provide travel compensation to and from schooling and testing locations.
- c. Pay for certification and test.
Allow adequate time working as an OIT to be qualified to become a Grade 1 wastewater treatment plant operator.
- d. Pay employees regular salary for attending classes during their normal scheduled working hours. No over time will be paid for attending classes.

Employees participating in the OIT Program shall:

- a. Study on employee's own time.
- b. Submit requests for City approval of qualified courses upon a submission of the complete program summary.
- c. Timely schedule and pass tests and qualify for certification.
- d. Apply with regulatory agencies for needed extensions.
- e. Keep ~~management~~ the City informed of progress and program status.
- f. Track qualified hours and report their hours accomplished and needed to the City.

F. Pay Differential for Acting Supervisor

1. When an employee is assigned to perform the significant duties of a supervisory position for relief necessitated by a temporary vacancy caused by the incumbent's absence of more than five (5) continuous working days, said employee shall receive 5% differential pay with the approval of the supervisor and/or the City Manager.
2. The 5% differential shall cease when the absent incumbent returns to duty.

- G. Out of Class Pay: When an employee is assigned to do the work of a higher paid classification (excluding supervisory classifications), said employee will be paid 5% out of class pay for the entire pay period in which the out of class work is performed.

- H. Promotion: When an employee is promoted to a position with a higher salary range than the class from which he/she was promoted, the employee shall be appointed to that step in the higher salary range which will result in a minimum of a 5% salary increase.

- I. Certification Pay: Employees will receive an additional 5% above their base pay for approved job-related certifications above what is required in their job classification. Certification pay is capped at 10% for each employee. In order to receive certificate pay, the employee must have the certificate program approved by his/her supervisor and have received a satisfactory performance rating. Certifications for pay are approved at the sole determination of the City and are subject to the operational needs of the City for

continuance. Operator pay will be paid for current Operators in Training for a total of three years while obtaining required hours. Extensions may be provided at the discretion of the City.

- ~~E. Extra Salary Adjustment for Outstanding Performance: The City Manager may adjust, at her/her discretion, the compensation of an employee by an additional 5% step based on the evaluation of the employee's performance that indicates the employee has substantially exceeded performance standards and the City Manager concludes that the additional step is warranted. The City Manager shall advise the Council of any such outstanding performance salary adjustments.~~
- ~~J. Performance Pay at Top Step: Unit employees are eligible for an additional 3% performance pay after reaching the 5th step of the salary range, based on an overall rating of "Exceeds Expectation" checked on the current Performance Evaluation form.~~

ARTICLE 7: OVERTIME

- A. Definition. Authorized time of non-exempt employees worked in excess of either (8) hours per day and forty (40) hours in one (1) week shall constitute overtime. Employees on paid status for vacation CTO or holidays will not have such time count towards the 40-hour calculation.
- B. Policy. It is the policy of the City of Colfax to keep overtime at a minimum consistent with the efficient operation of the City. Overtime must be authorized by the Department Head in advance and be in compliance with the overtime policy as set forth in the City's Personnel Rules and Regulations.
- ~~C. Overtime Pay. Overtime shall be paid at the rate of pay of time and one half of the employee's base salary. City may compensate for overtime by providing Compensatory Time Off (CTO) at the rate of time and one half.~~
- C. Compensatory Time Off. ~~The City may compensate for overtime by providing Compensatory Time Off (CTO) at the rate of time and one half. Effective July 1, 2021, CTO time will be capped at 80 60 hours. All future accrued CTO time over the new 80 60 -hour cap will be paid out as overtime pay. Existing accrued CTO banked hours over the new 60-hour cap may be taken until the new 60-hour cap is reached. All accrued CTO will be paid out annually at the first pay period in January. will be "frozen" with no further hours accruing to that bank. Upon request and approval of the City Manager, employees may cash out accrued CTO hours, including any accrued CTO hours over the new 60-hour cap, provided that notice is given during the month of December and will be paid out not later than the second pay period in January. Newly accrued hours will be accrued separately in the new bank subject to the 80 60-hour cap. An effort is to be made to reduce the frozen hours by scheduling time off with the employee's supervisor. CTO leave shall require a minimum of 3 work days advance notice.~~

Employee Held Over After Conclusion of Regular Work Shift: When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1 and 1/2) for hours worked in excess of his/her regular work shift. After 12

hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time (2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

- D. Meal Reimbursement: If an employee is required to work four or more hours before or beyond his or her normal working day or on overtime for emergency purposes or for extended work periods of four or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall be reimbursed for the actual cost of a meal not to exceed \$18.00, tax and tip included. Reimbursement is contingent upon the employee providing receipts.

ARTICLE 8: HOSPITAL-MEDICAL-DENTAL-VISION-LIFE INSURANCE AND OTHER BENEFITS

~~A. After one month of permanent employment, all Union represented employees are entitled to participate in the Stationary Engineers, Local 39 Health and Welfare Trust Fund as set forth in Addendum A. Employer pays 100% of the premium for the bargaining unit employee and dependents through December 31, 2016 at the cost level set by the Trust Fund (currently \$1,956 per month).~~

~~B. Effective January 1, 2017, the City will discontinue participation in and contributions to the Trust fund but the City will initiate a medical/vision/dental/life insurance program and provide the cost of benefits selected by existing Local 39 represented employees, up to the current \$1,956 per month contribution amount for employees.~~

~~The City will offer and pay for full cost of dental, vision, and life insurance within the limits below.~~

~~C. Effective January 1, 2018, the City will contribute 100% of the first \$800 and 95% of the cost over \$800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of \$1,898, with the represented employee paying 5% of the cost over \$800 and any amount over City maximum contribution.~~

~~D. Effective January 1, 2019, the City will contribute 100% of the first \$800 and 90% of the cost over \$800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of \$1,840, with the represented employee paying 10% of the cost over \$800, and any amount over City maximum contribution.~~

~~E. Effective January 1, 2020, The City will contribute 100% of the first \$800 and 80% of the cost over \$800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of up to \$1,725, with the represented employee paying 20% of the cost over \$800, and any amount over City maximum contribution. per month towards the premium cost for City provided medical, dental, and vision insurance coverage. Any costs above \$1,725 per month will be paid by the employee.~~

~~F. Effective January 1, 2024, the City will contribute up to \$1,875 per month towards the premium cost for City provided medical, dental, and vision insurance coverage. Any costs above \$1,875 per month will be paid by the employee.~~

- ~~G. Union employees hired on or after January 1, 2017, will be subject to the shared costs set forth in the above tier schedule.~~
- H. Employees hired prior to July 1, 2021 having other medical benefits in place and providing evidence to the City of those benefits will receive an in-lieu taxable stipend ~~(currently a minimum~~ of \$800 per month as long as they maintain those benefits. The City will contribute 100% of the cost of dental, vision, and life insurance coverage for employee only for those who have opted out of medical coverage. Employees hired July 1, 2021 or later shall receive and in-lieu taxable stipend of \$400 per month.
- I. In the event of death prior to discharge for cause, the City shall pay to his/her estate all retirement, deferred compensation; lay off benefits and all accrued vacation, CTO and sick leave, at the employee's hourly rate of pay.

ARTICLE 9: RETIREMENT PROGRAM

A. Retirement Benefits:

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employees Retirement System's Local Miscellaneous 2% at age 60 Formula.
2. Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions:

~~1. The City shall pay the employer contribution rate to the extent and limits required by the Public Employees' Retirement System and Social Security. The City shall pay, on behalf of the employee 2% of the employee's contribution to PERS. The employee will pay 5% of the 7% employee contribution rate. Effective January 1, 2017, the City will discontinue the 2% Employee portion of the PERS contribution to the "Classic" PERS employees, and will add an additional 2% to the salary schedule of the "Classic" PERS employees to replace the 2% previously paid for the employee portion.~~

1. Employees shall pay the full employee contribution to PERS retirement as required by law.
2. The employee shall pay the full amount of the employee's contribution rate to Social Security.

A. PEPRA Retirement Contributions:

1. New Member Retirement Benefits: All employees hired after January 1, 2013 shall fall under the Public Employee Pension Reform Act, AB340, of the California State Code.

ARTICLE 10: HOLIDAYS

- A. In accordance with Government Code ~~and the City Personnel Rules and Regulations, and items B through E below~~, the following holidays shall be observed by the City:
1. January 1st
 2. The third Monday in January, (Martin Luther King Day)
 3. One Floating Holiday instead of Lincoln's Birthday
 4. The third Monday in February
 5. The last Monday in May (Memorial Day)
 6. July 4th
 7. The first Monday in September (Labor Day)
 8. The second Monday in October (Columbus Day)
 9. November 11th (Veterans Day)
 10. Thanksgiving Day
 11. The Friday immediately following Thanksgiving Day
 12. December 24th (Christmas Eve)
 13. December 25th (Christmas Day)
 14. Every day designated by the President or Governor for public fast, thanksgiving or holiday and approved by the City Council.
- ~~B. If any Holiday should fall on a normal day off, the Holiday will be observed on a normal workday either preceding or following the Holiday.~~
- B. If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- C. With the exception of employee on an approved alternate work schedule, employees who are not been permitted by the Department Head to take a designated holiday day off, shall be credited with one (1) additional day of vacation leave (8 hours) for each holiday not taken.
- D. Employees who work on a City holiday shall be paid at the overtime rate of time and one half of the base salary.
- E. No holiday pay shall be accrued when an employee has been off work on continuous unpaid status more than thirty (30) calendar days.
- F. Employees must be a City employee in January to receive the floating holiday (Item A3)

ARTICLE 11: SICK LEAVE

- A. Use of Sick Leave - Sick leave may be taken for absences from duty made necessary by:
1. Personal illness, caused by factors over which the employee has no reasonable immediate control.
 2. Injury not incurred in the line of duty except where traceable to employment other than the City.

3. Medical, dental or eye examination or treatment for which appointment cannot be made outside of working hours.
4. Death of a close relative.
5. Hospitalization of a close relative or any member of the employee's household.
6. Care of a close relative, or any member of the employee's household who is ill or injured, though not hospitalized.

A close relative is defined as a spouse, child, stepchild, parent, parent of a spouse, stepparent, brother, sister, grandparent and grandchild.

- B. Sick Leave Accumulation - Sick leave with pay shall be granted to all fulltime employees. An employee shall accumulate one (1) sick leave day per month while in paid status from date of hire until terminated or on leave without pay. Part time employees shall accrue sick leave on a pro rata basis based on the average hours worked per month.
- C. Holidays During Sick Leave - Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.
- D. Sick Leave Notification and Proof of Illness - In order to receive compensation while on sick leave, the employee shall notify his/her immediate superior, prior to or at the time set for beginning his/her daily duties or as may be specified by the department head, or the reasons for requiring such.
- E. State Disability Insurance Integration: The City agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs which will be deducted from their paycheck and transmitted to the State by the City. Employees shall advise the City of any communications from EDD within two work days of receipt.

ARTICLE 12: LEAVE WITH PAY

The following provide for leave with pay:

- A. Military Service: Military leave shall be granted in accordance with State and Federal law.
- B. Jury Duty: All employees occupying authorized regular positions shall be allowed to leave for jury duty upon presentation of jury notice to the department head or City Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the City of Colfax, with the exception of mileage reimbursement.
- B. Driver's License Renewal: The City agrees that employees who are required as a condition of continued employment to maintain a valid California driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.

ARTICLE 13: VACATION

All regular employees occupying a position shown in the Annual Salary Program become eligible for vacation leave with pay as shown below:

- A. Vacation Leave Accrual: Vacation leave with pay shall be credited to all employees at the following rates:

| | |
|--|------------------|
| First two years of service | 10 days per year |
| Beginning of year three through four | 12 days per year |
| Beginning of year five through nine | 15 days per year |
| Beginning of year ten through nineteen | 20 days per year |
| Beginning of year twenty and on | 25 days per year |

- B. Payment for Unused Vacation Time: When an employee terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation will be at the employee's hourly rate.
- C. Vacation Leave Accumulation:
1. Vacation credits are earned and shall vest for the prior year upon the anniversary date of the employee's employment. Except as set forth below, vacation credits must be used during the next succeeding year. Accrued vacation credits may not be carried over from year to year without the prior approval of the ~~City Council~~ Manager or designee.
 2. Employees shall not accrue more vacation leave than two times their annual vacation leave accrual rate in a calendar year. Employees who reach the maximum accrual amount shall cease accruing vacation leave until the amount of accrued vacation leave is reduced below the maximum accrual amount.
 3. All eligible employees may take earned vacation after the completion of one (1) year of service not to exceed the total vested amount, upon two (2) weeks' notice and approval as to the appropriate department head.
 4. Vacation credits shall not be earned during periods an employee is on unpaid status, administrative leave pursuant to section 12.00, or sick leave in excess of the employee's accumulated sick leave allowance. The credits set forth in section 12.05, subsection (a), shall be adjusted on a per diem basis where an employee has been on leave not qualifying for vacation credits.
- D. Sickness During Vacation Leave: Sickness occurring during vacation leave, upon doctor's certification, will be considered sick leave and not charged against vacation leave.
- E. Vacation Leave Scheduling: Requests for vacation leave shall be submitted in advance by the employee in writing to the Department Head, who shall approve the time employees may take their vacation within five days from the date of the request.

ARTICLE 14: REST PERIODS

- A. Lunch Periods: Employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.
- B. Rest Periods: Employees are provided two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.

- C. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

ARTICLE 15: SCHEDULING

- A. Normal work week for bargaining unit employees will be eight hours per day, 40 hours per week. Work schedules for each position shall be as established by the Department Head. The Department Head may change such schedules from time to time based on the needs of departmental operations and with approval of the City Manager. The Department Head, with seven (7) calendar days prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled work day/shift off in which case the work day/shift worked shall not be considered compensable at the overtime rate of pay. In no event may an employee's work schedule be changed during the same pay period when the primary purpose of such change is to avoid payment of overtime. Employees may flex their schedules upon mutual agreement between their Department Head or designee.

~~A. For those bargaining unit employees who work at the wastewater treatment plant as wastewater treatment plant operators, the City Manager has the ability, due to the critical nature of maintaining the wastewater treatment plant, to change the normal work week schedule as follows: 10day/8hr. work schedule per pay period (hours in excess of a normal eight hour day will be calculated at overtime pay).~~

Temporary Change in Schedule: An employee whose regular work shift is temporarily changed so that his/her shift starts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential unless such temporary change in schedule is the result of a mutually agreed upon flextime arrangement or the employee is working overtime

- B. Work Assignments: The City shall give a ten-day written notice to an employee prior to a permanent change of assignment.
- C. Light Duty: As determined by the City, the City agrees to provide for light duty assignments if available.

ARTICLE 16: SENIORITY

The principals of City seniority shall apply in, but not limited to, the following: promotion, layoff, vacation request, shift and days off bidding, etc. Provided, however, that due to the small size of the City workforce, strict application of seniority rules may be relaxed with respect to represented employees on a case-by-case basis after conferring with Union, if City can demonstrate a specific need to vary from seniority basis.

ARTICLE 17: PROBATIONARY PERIOD

All new regular City employees will serve a six (6) month probationary period. During such probation an employee may be terminated for any reason and is not subject to the grievance procedure. A probationary period may be extended with the approval of the City Manager. ~~Providing that during the initial six month period written evaluations are done at the three-month and six-month intervals;~~ The city may extend the probationary period as determined by the employee's supervisor with approval of the City Manager, two additional three (3)-month periods.-If extended, a performance evaluation will be conducted at each three-month interval to determine possible ~~fulltime~~ permanent status. Probationary period will not exceed one year.

ARTICLE 18: PERFORMANCE EVALUATION REVIEW

- A. Responsibility for Performance Appraisals:
1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.
- B. Frequency of Evaluations:
1. Regular Employees - A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
 2. Merit Increase - No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.
- C. Review and Distribution of Evaluation
1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within ten (10) working days of the performance appraisal.
 2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.
 3. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.

ARTICLE 19: FITNESS FOR DUTY

- A. The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the essential functions of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head or designee, that the employee is unable to perform the essential functions of the employee's position based on a medical or psychological condition or poses a threat to self or others. The City shall pay the cost of such examination.
- B. The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee. The physician's report shall include what, if any, reasonable accommodations the City may make to accommodate the employee.
- C. If, after consideration of the report and other pertinent information, the City concludes the employee is permanently unable to perform the essential functions of his/her present position, the City and employee will engage in an interactive process meeting to review and discuss reasonable accommodations. The employee may be represented at the interactive process meeting by a representative of their choosing. If the City is unable to accommodate the employee, the City may demote or transfer the employee to an appropriate vacant position. If it is concluded that the employee is unable to perform the essential functions of his/her position and the employee cannot be demoted or transferred to another vacant position, the employee's employment with the City may be terminated. Any such action shall be considered nondisciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.
- D. An employee demoted or terminated pursuant to this section may elect, at the employee's cost, to an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties the employee shall have the right to submit the matter to binding arbitration, pursuant to the Step 4 of the grievance procedure contained herein.
- E. After weighing the evidence submitted by both parties, the employee shall be reinstated if the arbitrator determines that the employee is fit to perform the essential functions of his/her former position. The arbitrator may elect to make an employee whole.

ARTICLE 20: FILLING PERMANENT VACANCIES

- A. Whenever a vacancy occurs in a job assignment, the vacancy and duties of the position shall be posted for a period of ten (10) calendar days. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The City shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

- B. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal as determined by the City.

ARTICLE 21: LIMITED TERM EMPLOYEE (DEFINED)

A Limited Term assignment may be appointed by the City Manager for the purpose of filling the needs of the city for a period of not more than four (4) months and can only be extended by mutual agreement of the Union and the City.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

- A. Notice of Layoff: The City Manager shall give at least three (3) weeks advance written notice to regular employees to be laid off. Such notice shall also be furnished to the Union. Layoffs are subject to Meet and Confer.
- B. Order to Layoff: Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in fulltime, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.
- C. Bumping Rights: A regular employee who has achieved fulltime, non-probationary status at the time of layoff may displace the least senior employee in the lower classification provided, however, that the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.
- D. Re-employment: A regular employee who has achieved fulltime, non-probationary status at the time of layoff shall have the employee's name placed on a re-employment list which shall be maintained for twenty-four (24) months from the time of layoff.
- E. Employees on the re-employment list shall be first called by seniority to fill openings in the classification from which the employees were laid off before other employees are hired to fill those openings. Employees bumped as a result of layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

ARTICLE 23: UNIFORMS FURNISHED AND MAINTAINED

- A. The City shall furnish and maintain public works department employee's uniform. Cleaning shall be on a weekly basis.

- B. Employees assigned to maintenance, water or wastewater, and have been designated by the City Manager to wear safety boots may submit purchase receipts with their request for payment in an amount not to exceed two hundred seventy-five dollars (\$275) annually. This stipend may also be used for the purchase of work jackets.

ARTICLE 24: HEALTH AND SAFETY

- A. Safety equipment is supplied by the City of Colfax to its personnel. All employees shall possess and have immediately available for their use those items of safety equipment issued and which are described by City regulations. Furthermore, the City agrees to provide and maintain a safe and healthy work environment.
- B. Inoculations: The City shall pay for all inoculations required by the State of California, or as required by the City.

ARTICLE 25: TUITION REIMBURSEMENT AND TRAININGS

- A. Tuition Reimbursement: The City shall reimburse employees up to \$1500.00 per fiscal year for the expenses they have incurred for tuition and books in taking a City approved college or university level course. Only courses, which relate to the employee's current position with the City or would prepare the employee for advancement within the career field, will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of "B" or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming budget year. Late requests may be approved at the discretion of the Department Head.
- B. Training Courses: Upon approval of the Department Head, employees may be authorized to attend job-related training programs during regular working hours. When the needs of the City services so require, the appointing authority may direct an employee to attend a meeting or conference as part of the professional training required for the position. When such attendance is authorized or directed, payment for training-related expenses shall be paid by the City in accordance with authorized travel expense reimbursement in Article 28 B, Mileage Reimbursement, and shall be distinct from the compensation paid for time worked.

ARTICLE 26: DISCIPLINARY ACTION

The following procedure shall be adhered to for non-emergency suspension, discharges and disciplinary actions of regular represented employees:

- A. Disciplinary Procedure:
1. The concerned employee shall be given written notice of the proposed action

within seven (7) calendar days from the date the appointing authority becomes aware of an incident to take the appropriate disciplinary action. Such written notice shall include a statement of the reasons why the disciplinary action is being proposed and shall include a copy of the changes being considered by City management in addition to a statement of employee rights appropriate to the preliminary notice.

2. The employee shall be shown the documents or materials upon which the disciplinary action is based; and if practical, he or she shall be supplied with a copy of those documents.
 3. After being given a reasonable opportunity to review the documents and materials set forth in paragraphs 1 and 2, above, the employee shall, within ten (10) days, be given the right to ~~respond~~ request a meeting, or respond either orally or in writing (at the option of the employee), to the authority initially imposing discipline. This meeting and/or response shall constitute a "Skelly" hearing.
 4. ~~No discipline shall be imposed, other than emergency suspensions prior to the conclusion of the grievance procedure; and discipline then imposed shall be effective after that time.~~ Proposed discipline shall only be imposed after employee receipt of the City's decision following the response meeting ("Skelly" hearing).
 5. Prior discipline may be considered in determining the appropriate level of discipline in the administration and enforcement of City work rules, and is not subject to the written notice requirement in Article 20 (A) | Notice of Layoff.
 6. Employees shall have the right to appeal the decision of the City. Appeals may be filed for binding arbitration pursuant to Step 4 of the grievance procedure in Article 26 of this Agreement.
- B. Suspension: The Department Head, with prior approval of the City Manager, may suspend an employee without pay from his/her position at any time for cause, not to exceed three (3) working days in any one suspension or more than ten (10) working days in one fiscal year. Such suspensions shall be reported immediately to the City Manager. The City Manager may suspend an employee at any time for cause for a period not to exceed thirty (30) working days in any fiscal year.
- C. Demotion: The City Manager may demote an employee whose ability to perform the required duties of his/her position fall below standard or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.
- D. Reduction in Salary: The appointing authority may, with prior City Manager approval, within the minimum and maximum salary range for the position, reduce or decrease the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes.

- E. Discharge: An employee in the career service may be discharged for cause at any time by the City Manager. Any employee who has been discharged shall receive a written statement of the reasons for such action at the time of discharge.
- F. Cause for Discipline: Disciplinary action up to and including termination may be taken for any of the following:
1. unauthorized absence
 2. the commission of conviction of any felony or any other crime involving moral turpitude
 3. disorderly conduct
 4. incompetence or inefficiency
 5. insubordination
 6. intoxication while on duty or on standby
 7. neglect of duty
 8. willful or negligent damage to public property or waste of public supplies or equipment
 9. violation or negligent damage to public property or waste of public supplies or equipment
 10. willful violation of any of the provisions of the Ordinances of the City, these rules or others promulgated by the City Manager as Administrative Orders.
- G. Aggrieved Employee Representation: An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

ARTICLE 27: GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulation, or existing practices affecting the status or working conditions of City employees.

Right to File and Representation: A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees or by an employee organization.

An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences and hearings. Disciplinary appeals shall be submitted directly to Step 4 of the grievance procedure.

The City shall act as a central repository for all grievance records. Any time limit may be extended only by mutual agreement of the parties.

- A. Informal Grievance Procedure: Within five (5) working days of the event giving rise to a

grievance, the grievant shall present the grievance informally for the disposition by the immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the institution of a formal grievance.

- B. Formal Grievance Procedure: If the grievant believes that the grievance has not been redressed through the informal grievance procedure within five (5) working days from the date grievant informally presented the event giving rise to a grievance to his/her immediate supervisor, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing a memorandum and filing it with the Department Head.

Step 1 - Within ten (10) working days after a formal grievance is filed, the Department Head shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

Step 2 - If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more that five (5) working days from his/her receipt of the Department Head's decision, request consideration of the grievance by the City Manager by so notifying the City Manager. Within ten (10) working days after such notification, the City Manager shall investigate the grievance, confer with the person affected and their representatives to the extent he deems necessary, and render a decision in writing. The City Manager shall advise the grievant, in writing, of the decision. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

Step 3 - Mediation. With the approval of all parties, the California State Mediation and Conciliation Service shall mediate any grievances or disciplinary actions before going to Step 4

Step 4 - Binding Arbitration. If the City Manager or the designated representative fails to respond in writing as provided in Step 2, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Manager within ten (10) working days of receipt of the decision.

1. Selection of Arbitrator: A list of five (5) arbitrators shall be provided by the State Mediation and Conciliation Service. Selection of the arbitrator shall be made by the parties alternating striking names from the list until one remains.
2. Decision: In all cases ~~other than termination from employment~~, the decision of the arbitrator shall be final and binding. ~~The arbitrator's decision on termination shall be advisory to the City with the final decision made by the City Council.~~ The arbitrator shall have no authority to add to, delete or alter any provisions of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions.
3. Cost: The fees and expenses of the arbitrator and the court reporter, if required by

the arbitrator or requested by a party, shall be shared equally by the parties.

4. Witnesses: The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 28: PERSONNEL FILES

An employee or employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file. The City shall furnish copies of all performance evaluation reports and letter of reprimand or warning to the employee prior to placement of such documents into the employee's personnel file. The employee shall be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 29: HOME RETENTION OF ~~USE OF CITY VEHICLES/ MILEAGE~~

- A. ~~Employees-Home retention of City vehicles may be permitted with the prior approval of the City Manager. may drive City vehicles home at the discretion of the supervisor or City Manager.~~
- B. Mileage Reimbursement: When authorized by the City for the employee to drive their private vehicle, the City will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

ARTICLE 30: CATASTROPHIC LEAVE PROGRAM

- A. Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:
 1. To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.
 2. Donations must be made to a specified individual only.
 3. The person receiving the donated hours must have achieved regular status with the City.
 4. Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.

5. Example: Employee A is paid at ten dollars (\$10) per hour and donates one hour to employee B who is paid at five dollars (\$5) per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour increment. Once donated, vacation or CTO hours cannot be reclaimed by the donor.
 6. The maximum time that may be initially donated into an employee's account is one thousand and forty (1040) hours. Additional time may be donated if the initial donation is exhausted to a maximum of one thousand and forty (1040) hours. To be eligible to receive more than the aggregate total of two thousand and eighty (2080) hours, there must be a favorable prognosis for recovery and a predictable date of return to work.
 7. In no event shall donated time have the effect of altering the rights of the City or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- B. The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the City and the Union.

ARTICLE 31: FULL UNDERSTANDING MODIFICATION WAIVER

- A. The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.
- B. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2013.

ARTICLE 31: SEVERABILITY OF PROVISIONS

Should any provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the MOU.

ARTICLE 32: PREVAILING RIGHTS

All matters within the scope of meeting and conferring that have previously been adopted been adopted through rules, regulations, ordinances, or resolutions which are not specifically

superseded by this Memorandum of Understanding, shall remain in full force and effect through the term of this Agreement.

DATE: _____

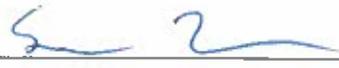
IUOE, LOCAL 39

CITY OF COFAX

Bart Florence, Business Manager

Sean Lomen, Mayor





Jeff Gladioux, President

Wes Heathcock, City Manager





Charlie Solt, Director of Public Employees



Stephen Hatch, Business Representative



Bret Ellis, Bargaining Team Member



Treggan Mullinex, Bargaining Team Member

City of Colfax

City Council

Resolution № 30-2021

AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE UPDATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLFAX AND IOUE, STATIONARY ENGINEERS, LOCAL 39 REPRESENTING GENERAL EMPLOYEES JULY 1, 2021 THROUGH JUNE 30, 2026

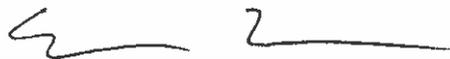
WHEREAS, the City of Colfax (City) and the International Union of Operating Engineers, Stationary Engineers Local 39 (Union), through their duly authorized representatives, negotiated a Memorandum of Understanding (MOU); and,

WHEREAS, the City Council of the City of Colfax has determined that approval of the MOU is in the best interest of the City and its employees.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2021 through June 30, 2026.

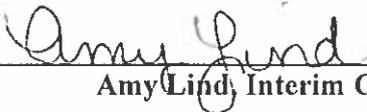
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

- AYES:** Mendoza, Ackerman, Burruss, Fatula, Lomen
- NOES:**
- ABSTAIN:**
- ABSENT:**



Sean Lomen, Mayor

ATTEST:



Amy Lind, Interim City Clerk

Approved Step 1 Salaries for Represented Employees Effective 7/1/2024

Salaries Effective 7/1/25 with 2% COLA and 2% Equity Increases

COLA 1.02
 Equity 1.02
 Step Increase 1.05

| | | |
|--|---------|--------------|
| Clerk Typist | Monthly | \$ 2,918.24 |
| | Hourly | \$ 16.84 |
| | Annual | \$ 35,018.90 |
| Lead Mechanic | Monthly | \$ 4,948.79 |
| | Hourly | \$ 28.55 |
| | Annual | \$ 59,385.49 |
| Maintenance Worker I | Monthly | \$ 3,417.79 |
| | Hourly | \$ 19.72 |
| | Annual | \$ 41,013.51 |
| Maintenance Worker II | Monthly | \$ 4,210.25 |
| | Hourly | \$ 24.29 |
| | Annual | \$ 50,522.95 |
| PW - Working Supervisor | Monthly | \$ 5,407.01 |
| | Hourly | \$ 31.19 |
| | Annual | \$ 64,884.15 |
| Operator In Training | Monthly | \$ 3,863.44 |
| | Hourly | \$ 22.29 |
| | Annual | \$ 46,361.22 |
| Operator II | Monthly | \$ 5,169.82 |
| | Hourly | \$ 29.83 |
| | Annual | \$ 62,037.79 |
| Operator III | Monthly | \$ 5,836.48 |
| | Hourly | \$ 33.67 |
| | Annual | \$ 70,037.79 |
| Chief Plant Operator | Monthly | \$ 7,353.11 |
| | Hourly | \$ 42.42 |
| | Annual | \$ 88,237.27 |
| Chief Plant Operator* | Monthly | \$ 7,353.11 |
| | Hourly | \$ 42.42 |
| | Annual | \$ 88,237.27 |
| **GFE | Monthly | \$ 7,353.11 |
| | Hourly | \$ 42.42 |
| | Annual | \$ 88,237.27 |
| Administrative Assistant/ Community Development | Monthly | \$ 4,884.10 |
| | Hourly | \$ 28.18 |
| | Annual | \$ 58,609.21 |

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|--------------|--------------|---------------|---------------|---------------|---------------|
| \$ 3,036.14 | \$ 3,187.95 | \$ 3,347.34 | \$ 3,514.71 | \$ 3,690.45 | \$ 3,874.97 |
| \$ 17.52 | \$ 18.39 | \$ 19.31 | \$ 20.28 | \$ 21.29 | \$ 22.36 |
| \$ 36,433.66 | \$ 38,255.34 | \$ 40,168.11 | \$ 42,176.52 | \$ 44,285.34 | \$ 46,499.61 |
| \$ 5,148.72 | \$ 5,406.16 | \$ 5,676.47 | \$ 5,960.29 | \$ 6,258.30 | \$ 6,571.22 |
| \$ 29.70 | \$ 31.19 | \$ 32.75 | \$ 34.39 | \$ 36.11 | \$ 37.91 |
| \$ 61,784.67 | \$ 64,873.90 | \$ 68,117.60 | \$ 71,523.48 | \$ 75,099.65 | \$ 78,854.63 |
| \$ 3,555.87 | \$ 3,733.66 | \$ 3,920.35 | \$ 4,116.37 | \$ 4,322.18 | \$ 4,538.29 |
| \$ 20.51 | \$ 21.54 | \$ 22.62 | \$ 23.75 | \$ 24.94 | \$ 26.18 |
| \$ 42,670.46 | \$ 44,803.98 | \$ 47,044.18 | \$ 49,396.39 | \$ 51,866.21 | \$ 54,459.52 |
| \$ 4,380.34 | \$ 4,599.36 | \$ 4,829.32 | \$ 5,070.79 | \$ 5,324.33 | \$ 5,590.55 |
| \$ 25.27 | \$ 26.53 | \$ 27.86 | \$ 29.25 | \$ 30.72 | \$ 32.25 |
| \$ 52,564.08 | \$ 55,192.28 | \$ 57,951.90 | \$ 60,849.49 | \$ 63,891.97 | \$ 67,086.57 |
| \$ 5,625.46 | \$ 5,906.73 | \$ 6,202.07 | \$ 6,512.17 | \$ 6,837.78 | \$ 7,179.67 |
| \$ 32.45 | \$ 34.08 | \$ 35.78 | \$ 37.57 | \$ 39.45 | \$ 41.42 |
| \$ 67,505.47 | \$ 70,880.74 | \$ 74,424.78 | \$ 78,146.02 | \$ 82,053.32 | \$ 86,155.99 |
| \$ 4,019.52 | \$ 4,220.49 | \$ 4,431.52 | \$ 4,653.09 | \$ 4,885.75 | \$ 5,130.04 |
| \$ 23.19 | \$ 24.35 | \$ 25.57 | \$ 26.84 | \$ 28.19 | \$ 29.60 |
| \$ 48,234.22 | \$ 50,645.93 | \$ 53,178.22 | \$ 55,837.14 | \$ 58,628.99 | \$ 61,560.44 |
| \$ 5,378.68 | \$ 5,647.61 | \$ 5,929.99 | \$ 6,226.49 | \$ 6,537.81 | \$ 6,864.71 |
| \$ 31.03 | \$ 32.58 | \$ 34.21 | \$ 35.92 | \$ 37.72 | \$ 39.60 |
| \$ 64,544.11 | \$ 67,771.32 | \$ 71,159.88 | \$ 74,717.88 | \$ 78,453.77 | \$ 82,376.46 |
| \$ 6,072.28 | \$ 6,375.89 | \$ 6,694.69 | \$ 7,029.42 | \$ 7,380.89 | \$ 7,749.93 |
| \$ 35.03 | \$ 36.78 | \$ 38.62 | \$ 40.55 | \$ 42.58 | \$ 44.71 |
| \$ 72,867.32 | \$ 76,510.69 | \$ 80,336.22 | \$ 84,353.03 | \$ 88,570.68 | \$ 92,999.22 |
| \$ 7,650.17 | \$ 8,032.68 | \$ 8,434.31 | \$ 8,856.03 | \$ 9,298.83 | \$ 9,763.77 |
| \$ 44.14 | \$ 46.34 | \$ 48.66 | \$ 51.09 | \$ 53.65 | \$ 56.33 |
| \$ 91,802.05 | \$ 96,392.16 | \$ 101,211.77 | \$ 106,272.35 | \$ 111,585.97 | \$ 117,165.27 |
| \$ 7,650.17 | \$ 8,032.68 | \$ 8,434.31 | \$ 8,856.03 | \$ 9,298.83 | \$ 9,763.77 |
| \$ 44.14 | \$ 46.34 | \$ 48.66 | \$ 51.09 | \$ 53.65 | \$ 56.33 |
| \$ 91,802.05 | \$ 96,392.16 | \$ 101,211.77 | \$ 106,272.35 | \$ 111,585.97 | \$ 117,165.27 |
| \$ 5,081.42 | \$ 5,335.49 | \$ 5,602.26 | \$ 5,882.38 | \$ 6,176.50 | \$ 6,485.32 |
| \$ 29.32 | \$ 30.78 | \$ 32.32 | \$ 33.94 | \$ 35.63 | \$ 37.42 |
| \$ 60,977.02 | \$ 64,025.88 | \$ 67,227.17 | \$ 70,588.53 | \$ 74,117.95 | \$ 77,823.85 |

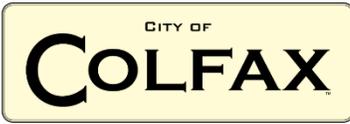
Approved Step 1 Salaries for Non-Represented Employees Effective 7/1/2024

| | | |
|--|---------|---------------|
| City Clerk | Monthly | \$ 5,259.66 |
| | Hourly | \$ 30.34 |
| | Annual | \$ 63,115.95 |
| Accounting Technician | Monthly | \$ 4,884.10 |
| | Hourly | \$ 28.18 |
| | Annual | \$ 58,609.21 |
| Public Works Director | Monthly | \$ 8,684.64 |
| | Hourly | \$ 50.10 |
| | Annual | \$ 104,215.72 |
| Customer Service Rep | Monthly | \$ 3,286.62 |
| | Hourly | \$ 18.96 |
| | Annual | \$ 39,439.39 |
| Customer Service Rep | Monthly | \$ 3,286.62 |
| GFE** | Hourly | \$ 18.96 |
| | Annual | \$ 39,439.39 |
| Administrative Analyst | Monthly | \$ 5,938.91 |
| | Hourly | \$ 34.26 |
| | Annual | \$ 71,266.90 |
| Administrative Analyst | Monthly | \$ 5,938.91 |
| GFE** | Hourly | \$ 34.26 |
| | Annual | \$ 71,266.90 |
| Administrative Services Officer | Monthly | \$ 7,423.64 |
| | Hourly | \$ 42.83 |
| | Annual | \$ 89,083.63 |
| Administrative Services Officer | Monthly | \$ 7,423.64 |
| | Hourly | \$ 42.83 |
| GFE** | Annual | \$ 89,083.63 |

Salaries Effective 7/1/25 with 2% COLA and 2% Equity Increases

COLA 1.02
Equity 1.02
Step Increase 1.05

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---------------|---------------|---------------|---------------|---------------|---------------|
| \$ 5,472.15 | \$ 5,745.76 | \$ 6,033.05 | \$ 6,334.70 | \$ 6,651.44 | \$ 6,984.01 |
| \$ 31.57 | \$ 33.15 | \$ 34.81 | \$ 36.55 | \$ 38.37 | \$ 40.29 |
| \$ 65,665.84 | \$ 68,949.13 | \$ 72,396.59 | \$ 76,016.42 | \$ 79,817.24 | \$ 83,808.10 |
| \$ 5,081.42 | \$ 5,335.49 | \$ 5,602.26 | \$ 5,882.38 | \$ 6,176.50 | \$ 6,485.32 |
| \$ 29.32 | \$ 30.78 | \$ 32.32 | \$ 33.94 | \$ 35.63 | \$ 37.42 |
| \$ 60,977.02 | \$ 64,025.88 | \$ 67,227.17 | \$ 70,588.53 | \$ 74,117.95 | \$ 77,823.85 |
| \$ 9,035.50 | \$ 9,487.28 | \$ 9,961.64 | \$ 10,459.72 | \$ 10,982.71 | \$ 11,531.85 |
| \$ 52.13 | \$ 54.73 | \$ 57.47 | \$ 60.34 | \$ 63.36 | \$ 66.53 |
| \$ 108,426.03 | \$ 113,847.34 | \$ 119,539.70 | \$ 125,516.69 | \$ 131,792.52 | \$ 138,382.15 |
| \$ 3,419.39 | \$ 3,590.36 | \$ 3,769.88 | \$ 3,958.38 | \$ 4,156.30 | \$ 4,364.11 |
| \$ 19.73 | \$ 20.71 | \$ 21.75 | \$ 22.84 | \$ 23.98 | \$ 25.18 |
| \$ 41,032.74 | \$ 43,084.37 | \$ 45,238.59 | \$ 47,500.52 | \$ 49,875.55 | \$ 52,369.33 |
| \$ 3,419.39 | \$ 3,590.36 | \$ 3,769.88 | \$ 3,958.38 | \$ 4,156.30 | \$ 4,364.11 |
| \$ 19.73 | \$ 20.71 | \$ 21.75 | \$ 22.84 | \$ 23.98 | \$ 25.18 |
| \$ 41,032.74 | \$ 43,084.37 | \$ 45,238.59 | \$ 47,500.52 | \$ 49,875.55 | \$ 52,369.33 |
| \$ 6,178.84 | \$ 6,487.78 | \$ 6,812.17 | \$ 7,152.78 | \$ 7,510.42 | \$ 7,885.94 |
| \$ 35.65 | \$ 37.43 | \$ 39.30 | \$ 41.27 | \$ 43.33 | \$ 45.50 |
| \$ 74,146.09 | \$ 77,853.39 | \$ 81,746.06 | \$ 85,833.36 | \$ 90,125.03 | \$ 94,631.28 |
| \$ 6,178.84 | \$ 6,487.78 | \$ 6,812.17 | \$ 7,152.78 | \$ 7,510.42 | \$ 7,885.94 |
| \$ 35.65 | \$ 37.43 | \$ 39.30 | \$ 41.27 | \$ 43.33 | \$ 45.50 |
| \$ 74,146.09 | \$ 77,853.39 | \$ 81,746.06 | \$ 85,833.36 | \$ 90,125.03 | \$ 94,631.28 |
| \$ 7,723.55 | \$ 8,109.73 | \$ 8,515.21 | \$ 8,940.98 | \$ 9,388.02 | \$ 9,857.43 |
| \$ 44.56 | \$ 46.79 | \$ 49.13 | \$ 51.58 | \$ 54.16 | \$ 56.87 |
| \$ 92,682.61 | \$ 97,316.74 | \$ 102,182.58 | \$ 107,291.71 | \$ 112,656.29 | \$ 118,289.11 |
| \$ 7,723.55 | \$ 8,109.73 | \$ 8,515.21 | \$ 8,940.98 | \$ 9,388.02 | \$ 9,857.43 |
| \$ 44.56 | \$ 46.79 | \$ 49.13 | \$ 51.58 | \$ 54.16 | \$ 56.87 |
| \$ 92,682.61 | \$ 97,316.74 | \$ 102,182.58 | \$ 107,291.71 | \$ 112,656.29 | \$ 118,289.11 |



Staff Report to City Council

FOR THE AUGUST 27, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Mold Remediation – Fire Station 39

Budget Impact Overview:

| | | | | |
|-------------|----------------|-------------------|----------------------------|---------------------|
| N/A: | Funded: | Un-funded: | Amount: \$25,141.44 | Fund(s): 292 |
|-------------|----------------|-------------------|----------------------------|---------------------|

RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to execute a contract with Reactic Restoration for mold remediation services at City-Owned Fire Station 39, located at 33 Church Street, in an amount not to exceed \$25,141.44.

Summary/Background

Mold Inspection and Testing (MI&T) was contracted to perform mold testing at Fire Station 39, located at 33 Church Street in Colfax, following reports of possible mold contamination inside the building. During the inspection, MI&T identified multiple areas throughout the facility showing signs of water damage and potential mold growth, which was later confirmed through laboratory testing.

Staff authorized MI&T to share the test results with several mold remediation companies. Two companies—Brad Farmer with Farmhouse Builder and Reactic Restoration—responded and conducted on-site inspections of the facility. Of these, Reactic Restoration was the only company to submit a proposal for remediation services.

Conclusions and Findings

Proposal Results

| <u>Company</u> | <u>Proposed Amount</u> |
|---------------------------|------------------------|
| Reactic Restoration ----- | \$20,951.20 |
| Farmhouse Builder ----- | No Bid Submitted |

Staff recommends that Council authorize Reactic Restoration to perform the remediation at Fire Station 39, located at 33 Church Street, at an estimated cost of \$20,951.20, plus a 20% contingency of \$4,190.24 to account for potential additional work once the walls are opened, for a total not-to-exceed amount of \$25,141.44.

Attachments:

1. Resolution __-2025
2. Reactic Restoration Proposal
3. Mold Inspection Report
4. Mold Inspection Lab Report
5. Reactic Restoration Agreement for Services

City of Colfax

City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH REACTIC RESTORATION FOR MOLD REMEDIATION SERVICES AT FIRE HOUSE 39 IN AN AMOUNT NOT TO EXCEED \$25,141.44.

WHEREAS, Mold Inspection and Testing (MI&T) was contracted to perform mold testing at Fire Station 39, located at 33 Church Street in Colfax, following reports of possible mold contamination inside the building. During the inspection, MI&T identified multiple areas throughout the facility showing signs of water damage and potential mold growth, which was later confirmed through laboratory testing; and,

WHEREAS, Staff authorized MI&T to share the test results with several mold remediation companies. Two companies, Brad Farmer with Farmhouse Builder and Reactic Restoration—responded and conducted on-site inspections of the facility. Of these, Reactic Restoration was the only company to submit a proposal for remediation service; and,

WHEREAS, the Proposal Results:

| <u>Company</u> | <u>Proposed Amount</u> |
|---------------------------|------------------------|
| Reactic Restoration ----- | \$20951.20 |
| Farmhouse Builder ----- | No Bid Submitted |

WHEREAS, staff recommends that Council authorize Reactic Restoration to perform the remediation at Fire Station 39, located at 33 Church Street, at an estimated cost of \$20,951.20, plus a 20% contingency of \$4,190.24 to account for potential additional work once the walls are opened, for a total not-to-exceed amount of \$25,141.44.

WHEREAS, the City of Colfax wishes to execute another agreement with Reactic Restoration for Mold Remediation services at Fire House 39 for an not-to-exceed amount of 25,141.44.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Reactic Restoration for Mold Remediation services at Fire House 39 for an not-to-exceed amount of \$25,141.44.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on August 27, 2025, by the following vote of the Council:

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

Sean Lomen, Mayor

ATTEST:

Amanda Ahre, City Clerk



Independently Rated
Highest in Quality



MOLD REMEDIATION PROPOSAL

JUN 03, 2025

MERRILL PUBLIC WORKS- MOLD

33 Church St
Colfax, CA
95713

Jesse@reactic247.com

INSPECTION FINDINGS:



photo of the conference area/main area



photo of the conference area/main area



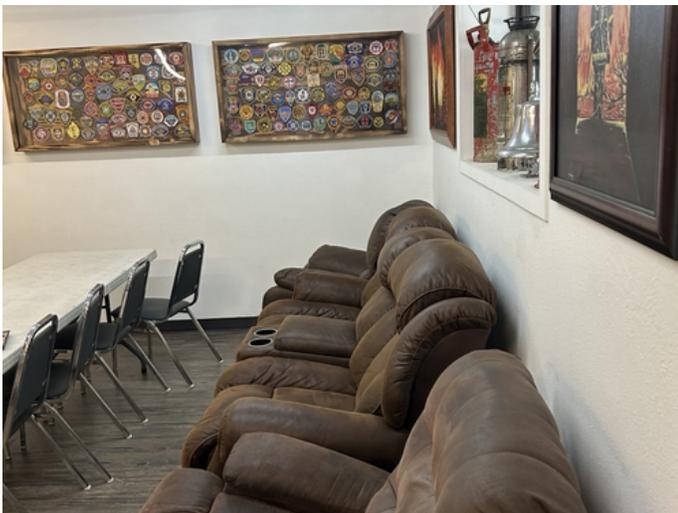
Showing the flooring and baseboard in the kitchen/laundry room area.



Showing the flooring and baseboard in the kitchen/laundry room area.



Showing the flooring and baseboard in the kitchen/laundry room area.



The conference/main room.



Showing the flooring and baseboard in the kitchen/laundry room area.



Showing the flooring and baseboard in the kitchen/laundry room area. Also the cabinets.



The conference/main room.



The conference/main room.



Showing the flooring and baseboard in the kitchen/laundry room area.



Wet moisture reading of the floor area in the bathroom.



Moisture reading in the laundry room/ kitchen area.



Moisture reading in the laundry room/ kitchen area.



A photo of one of the garages.



A photo of one of the garages.



Showing the flooring and baseboard in the kitchen/laundry room area.



A photo of the front of the property.



A photo of one of the garages.



Showing the flooring and baseboard in the kitchen/laundry room area.



A moisture reading.



moisture reading.



A photo of one of the garages.



A moisture reading.



A moisture reading.



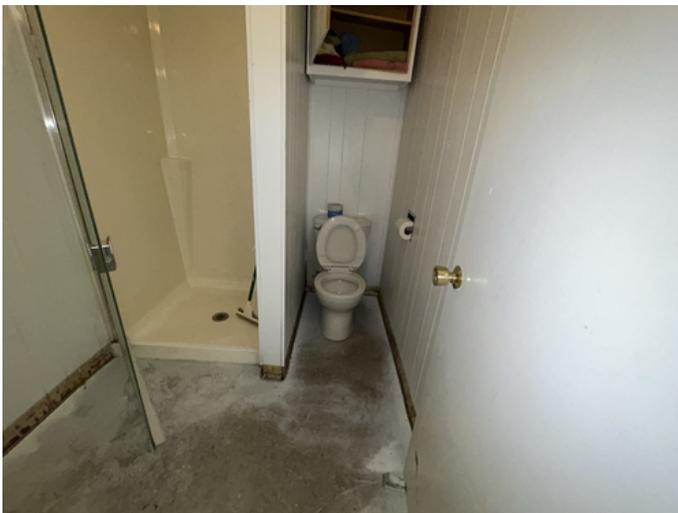
A photo of the bathroom ceiling.



Showing the flooring and baseboard in the kitchen/laundry room area.



A wet moisture reading of the flooring in the bathroom.



A photo of one of the bathrooms.



A photo of one of the bathrooms.



A photo of one of the bathroom ceilings.



A photo of the kitchen area.
Also showing the cabinets.



A photo of one of the two garages.



A photo of one of the ceiling in one of the two garages.



A moisture reading.



A photo of the kitchen area.



A photo of the conference/main room.



A photo showing the area around a window in the conference/main room area.



A photo showing possible patch of an old leak on the ceiling in the conference/main room area.

SCOPE OF WORK:

This proposal includes supplying all labor, material and equipment associated with the removal of the following mold-containing materials.

Affected Conference room, Dispatch/Radio room, Kitchen/Laundry room, Bathroom #1, Bathroom#2, Garage#1, Garage#2,:

- - The affected area's will be contained with a 6-mil plastic sheet and zipper door
- - During the entire process, negative air will be established by i installation of air scrubbers. The air scrubber will filter and recycle the air inside the containment area
- - Dehumidifier will be installed in the room and will be used to dry the contained area
- - The affected drywall, wood paneling, possible flooring, and insulation will be removed and disposed
- - Any mold affected studs/framing in this area will be wire/brushed/sanded
- - Inside the containment area: damp wipe, wire brush, thoroughly dry and HEPA vacuum all interior floor, wall and ceiling area, as well as door and window frames and trims using a diluted water and antimicrobial solution or comparable cleaning solution designed to neutralize and inhibit microbial growth
- - The air scrubbers and dehumidifiers will run for about 48 hours after finishing sanitation work

Items & Equipment involved with the mold remediation:

Plastic bag for removal of contaminated items
 Floor protect to containment area
 Equipment set-up, take down & monitoring
 HEPA Vacuum
 Green product Anti-microbial agent
 PPE (hazardous clean-up)Respirator cart
 Dump fees
 Dehumidifiers
 Superior air cleaning/air scrubbers
 Remediation & Cleaning Technician

Excluded:

Reconstruction
 Permit fees
 Cleaning in area's not mentioned above
 3rd Party Clearance Testing

All work will be performed in accordance to institute of inspection, cleaning, and restoration, standard and reference guide for professional mold remediation (IICRC520).

ESTIMATE DETAILS

| Description | Qty | Unit price | Line total |
|--|-----|--------------------------|-------------|
| Dehumidifier - Dehumidifier - 4 units x 3 days | 12 | \$81.00 | \$972.00 |
| Air Scrubber - Air scrubber with HEPA filter to remove mold contaminants and debris from the air during work. 4 units x 3 days | 12 | \$78.50 | \$942.00 |
| Plant-Based Antimicrobial - Plant-Based Antimicrobial | 4 | \$58.50 | \$234.00 |
| Remediation Tech - Prev. Wage - Includes Travel, loading/unloading off-site. 3 techs x 8 hours x 4 days. plus 4 additional hours 2 hours each for two tech for equipment pick-up . total of 100 hours. | 100 | \$125.00 | \$12,500.00 |
| Remediation Tech - Prev. Wage - Includes Travel, loading/unloading off-site. 1 supervisor x 8 hours. for 4 days of supervisor | 32 | \$128.00 | \$4,096.00 |
| Personal Protective Equipment - Full tyvex coverall suit, P100 masks & filters, gloves. | 32 | \$19.60 | \$627.20 |
| HEPA Filter for Air Scrubber - HEPA Filter for Air Scrubber - 4 units | 4 | \$125.00 | \$500.00 |
| Asbestos Testing - Asbestos Testing - Mandated Preliminary testing | 1 | \$720.00 | \$720.00 |
| Dump Fees - Dump Fees | 1 | \$360.00 | \$360.00 |
| | | Estimate subtotal | \$20,951.20 |
| | | Total | \$20,951.20 |

Please note this is assuming no asbestos. Estimate is based on current prevailing wage Rates.

TERMS & CONDITIONS

Note: This is a good faith estimate based on what was observable at the time of the inspection. It is possible that during the demolition, we would find that mold has spread beyond the scope of our work as described above. No guarantee is expressed or implied that all mold conditions have been identified inside the home at this time. As a result, the scope of work may increase. Customer approval will be required before any additional work is started.

Conditions of the Proposal

The project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday thru Friday, excluding holidays. This proposal is based on prevailing wage rates. The customer will provide all necessary water and usable electrical power. Heating, ventilating and air-conditioning equipment supplying the work area must be shut off. Parking spaces for one (1) vehicle must be provided near the work area. This proposal is subject to change and may be withdrawn if not accepted within thirty (30) days of this date. Minor damage to walls, ceilings, and floors may occur as a result of containment installation.

This is necessary to insure the integrity of the containment. Every attempt will be made to keep such occurrence to a minimum.

This proposal does not include the cost of any repair, which may be required as a result of our containment installation.

Payment Schedule: 50% at beginning of work, 50% upon completion of the work.

(Assuming no asbestos, Not including reconstruction)



Client Name: Ron Walker
 Inspector: Sacramento, CA - Jason Ramirez
 Location Address: 33 Church St Colfax California 95713
 Inspection Date: 05/16/2025
 Time of Inspection: 10:00 AM



Outside Temperature: 68
 Outside Humidity: 41
 Outside Conditions: partly_cloudy

Indoor Temperature: 72
 Indoor Humidity: 35

Basic Mold Inspection Details:

A basic mold inspection by an MI&T inspector includes a full visual assessment of a property's readily accessible areas with use of specific tools of our trade in order to identify any possible "red flags" that could be causing a mold growth problem. It also includes the collection of 2 air samples. The first must be taken from outside and serves as a "control," every home or business has "normal" levels of mold and this will determine what is acceptable for a property in your area. It also shows that all the equipment/supplies used were working properly and makes our results legally binding. The other air sample is taken from the area inside the home or business that the inspector and client agree is the area of greatest concern. These 2 air samples will determine whether or not elevated conditions exist at the property in question.

Advanced Mold Testing:

For those that wish to confirm the source of a mold problem and receive specific instructions for remediation, additional mold testing is necessary. We offer surface samples via tape lift/swabs and in-wall cavity air samples to accomplish this task. When an inspector finds something specific that they believe is compromising the indoor air quality of a property, he will suggest one of the above samples mentioned. If the problem shown by the general air sample is the same seen at the localized testing location, we can not only confirm that is the source of a problem, but also offer exactly what you need to do in order to fix it. If the problem area is large enough, multiple samples may be suggested to establish precisely what has been contaminated. Additional general air samples are also beneficial to determine how far an air quality problem has spread.

Mold Remediation Overview

Mold Inspection & Testing | MI&T
 Nationwide Unbiased Mold Testing
 Website: <http://mitmold.com>
 855-600-6653 | Office@mitmold.com

To whom it may concern,

Based on the findings of the visual inspection and lab results of samples collected during the inspection, it is our professional opinion that elevated mold conditions do exist at the property.

Elevated Mold Conditions Exist: NO

Professional Mold Remediation Recommended: YES

CHOOSING A MOLD REMEDIATION COMPANY:

It is important to understand there is a difference between a general remodel and a mold remediation. Later in this document we will lay out recommended remediation steps. This protocol should be carried out by a restoration company/technician with both education and experience dealing with mold. While some general contractors are prepared to complete a mold remediation properly, the majority are not equipped to carry out all the recommend steps unless restoration is a focus of the business. Failure to complete all of the steps may result in lingering indoor air quality problems or even worse, the mold problem returning entirely.

Many of our clients turn to us for a recommendation on what company to use for the mold removal. In an effort to stay separate from the restoration process and help our clients with this process, we have compiled a list of reputable companies in your area. MI&T is not affiliated with these companies. If you have a negative experience with one of them please inform us and we will re-evaluate their placement.

Requirements to be listed: IICRC Certified, Properly Licensed, Insured,
 No Unclosed BBB Complaints, Positive Online Reputation.

Water Mold Fire Restoration

800-905-0277

[http://watermoldfire.net/sacramento-ca/
 help@watermoldfire.net](http://watermoldfire.net/sacramento-ca/help@watermoldfire.net)

Reactic Restoration

(916) 244-3972

<http://reacticrestoration.com>
service@reactic247.com

AdvantaClean Of Central Valley

209-830-1399

<http://www.advantaclean.com/tracy-ca>
joe.mabutas@advantaclean.com



**Click Here to Forward Mold Inspection Report
 and Request Quote**

Basic Mold Inspection Report

Mold Inspection & Testing | MI&T
 Nationwide Unbiased Mold Testing
 Website: <http://mitmold.com>
 855-600-6653 | Office@mitmold.com

of air samples taken: 6

of surface samples taken: 0

Recommended Samples NOT Submitted: Swab samples of the kitchen and water heater closet.

Areas of Concern: Air samples were collected from Garage A, Garage B, the kitchen, both bathrooms, the main room, and the radio storage room. Laboratory analysis confirmed normal mold levels in all areas tested, indicating no elevated airborne mold spores at the time of inspection. However, based on the extent of water damage observed in the kitchen and bathrooms—particularly to the subfloor and cabinetry—professional remediation is recommended to address potential hidden mold growth and prevent further deterioration of building materials.

General Observations

| Observation | Yes | No |
|----------------------|------------|-----------|
| Musty Smell or Odor | ✓ | |
| Water Damage | ✓ | |
| Excess Humidity | | ✓ |
| Excess Moisture | | ✓ |
| Visual Growth | ✓ | |
| Roof Leak | ✓ | |
| HVAC Problem | | ✓ |
| Plumbing Issue | | ✓ |
| Health Complications | | ✓ |
| Localized Problem | ✓ | |
| Widespread Problem | | ✓ |
| Control Sample Taken | ✓ | |

Additional Notes: During the inspection, multiple areas throughout the property exhibited signs of water damage and potential mold growth. In Garage A, the ceiling showed visible water damage with a small amount of mold growth, likely resulting from a roof leak. On the exterior, the soffit displayed water damage, and the adjacent gutter was found to be bent, possibly contributing to the water intrusion. Inside the kitchen, the cabinetry showed discoloration and swelling consistent with water damage from a leak. The water heater closet had water damage at the lower portion with suspected mold growth due to prolonged moisture exposure. In the bathroom, the flooring displayed discoloration and deterioration indicative of water damage. Additionally, a large section of flooring in the kitchen leading to Garage B

was visibly stained and warped, suggesting long-term moisture issues in that area.

Recommendations:

Have a licensed roofing contractor inspect and repair the roof above Garage A to stop further water intrusion.

Replace or repair the bent gutter and any damaged soffit to ensure proper water drainage away from the structure.

Investigate and repair the source of the leak affecting the kitchen cabinets, and replace any water-damaged cabinetry.

Inspect the water heater and plumbing for leaks; remove and replace water-damaged materials in the closet and treat the area with an anti-microbial solution.

Identify and correct the source of moisture affecting the bathroom floor, and replace the damaged flooring.

Investigate the moisture source near the kitchen and Garage B transition area, address any issues, and replace all affected flooring and assess the subfloor for hidden damage or mold.

Ensure all repaired areas are thoroughly dried, and consider using dehumidifiers and professional remediation as needed to prevent further mold growth.

Mold Sample Details



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

Sample ID: 3068115

Type of Sample: Air Sample

Area Tested: Control

Picture of Sample Medium:

Picture of Sample Collection:



| <i>Sample Details</i> | <i>YES</i> | <i>NO</i> |
|------------------------------|------------|-----------|
| Air Sample | ✓ | |
| Surface Sample | | ✓ |
| Control Sample | ✓ | |
| General Air Sample | | ✓ |
| In-Wall Cavity Sample | | ✓ |
| Swab | | ✓ |
| Tape Lift | | ✓ |

Mold Sample Details



Mold Inspection & Testing | MI&T
 Nationwide Unbiased Mold Testing
 Website: <http://mitmold.com>
 855-600-6653 | Office@mitmold.com

Sample ID: 3068099

Type of Sample: Air Sample

Area Tested: Garage A

Picture of Sample Medium:



Picture of Sample Collection:



| <i>Sample Details</i> | <i>YES</i> | <i>NO</i> |
|------------------------------|------------|-----------|
| Air Sample | ✓ | |
| Surface Sample | | ✓ |
| Control Sample | | ✓ |
| General Air Sample | ✓ | |
| In-Wall Cavity Sample | | ✓ |
| Swab | | ✓ |
| Tape Lift | | ✓ |

Mold Sample Details



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

Sample ID: 3068075

Type of Sample: Air Sample

Area Tested: Garage B

Picture of Sample Medium:

Picture of Sample Collection:



| <i>Sample Details</i> | <i>YES</i> | <i>NO</i> |
|------------------------------|------------|-----------|
| Air Sample | ✓ | |
| Surface Sample | | ✓ |
| Control Sample | | ✓ |
| General Air Sample | ✓ | |
| In-Wall Cavity Sample | | ✓ |
| Swab | | ✓ |
| Tape Lift | | ✓ |

Mold Sample Details



Mold Inspection & Testing | MI&T

Nationwide Unbiased Mold Testing

Website: <http://mitmold.com>

855-600-6653 | Office@mitmold.com

Sample ID: 3068102

Type of Sample: Air Sample

Area Tested: Kitchen and bathrooms area

Picture of Sample Medium:

Picture of Sample Collection:



| <i>Sample Details</i> | <i>YES</i> | <i>NO</i> |
|------------------------------|------------|-----------|
| Air Sample | ✓ | |
| Surface Sample | | ✓ |
| Control Sample | | ✓ |
| General Air Sample | ✓ | |
| In-Wall Cavity Sample | | ✓ |
| Swab | | ✓ |
| Tape Lift | | ✓ |

Mold Sample Details



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

Sample ID: 3069111

Type of Sample: Air Sample

Area Tested: Main room

Picture of Sample Medium:

Picture of Sample Collection:



| <i>Sample Details</i> | <i>YES</i> | <i>NO</i> |
|------------------------------|------------|-----------|
| Air Sample | ✓ | |
| Surface Sample | | ✓ |
| Control Sample | | ✓ |
| General Air Sample | ✓ | |
| In-Wall Cavity Sample | | ✓ |
| Swab | | ✓ |
| Tape Lift | | ✓ |

Mold Sample Details



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

Sample ID: 3068100

Type of Sample: Air Sample

Area Tested: Storage and radio room

Picture of Sample Medium:



Picture of Sample Collection:



| <i>Sample Details</i> | <i>YES</i> | <i>NO</i> |
|------------------------------|------------|-----------|
| Air Sample | ✓ | |
| Surface Sample | | ✓ |
| Control Sample | | ✓ |
| General Air Sample | ✓ | |
| In-Wall Cavity Sample | | ✓ |
| Swab | | ✓ |
| Tape Lift | | ✓ |

Additional Mold Inspection Pictures



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
[855-600-6653](tel:855-600-6653) | Office@mitmold.com



The exterior of the building was also inspected, and water damage was noted on the soffit near Garage A. Additionally, the gutter in this area was found to be bent and may not be functioning properly.



The 2nd bathroom floor also shows visible signs of water damage, including discoloration and potential

swelling of the flooring materials. These conditions suggest prolonged exposure to moisture



Mold Remediation Recommendations

Mold Inspection & Testing | MI&T
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 Website: <http://mitmold.com>
 855-600-6653 | Office@mitmold.com

If your advanced mold testing report came back showing elevated levels of mold, it should have a supplementary test(s) confirming the source of a problem. This report should have detailed findings for each additional sample taken. When a test indicates a problem, we identify which remediation steps must be performed at that area. Below you will find a more detailed explanation of each of those steps. If professional mold remediation is recommended, this work should be carried out by a mold removal professional that is trained and has the equipment necessary to complete each task as instructed. Please do not attempt to handle this work on your own. Doing so puts your health and the health of other occupants of the property at risk.

Professional Mold Remediation Recommended: YES

Source of Mold Growth: Moisture intrusion

| REMEDICATION STEPS | YES | NO | N/A |
|--|------------|-----------|------------|
| Vacate Premises - During Work (Problem Spread Throughout) | | ✓ | |
| Area Containment (Problem Localized) | ✓ | | |
| Personal Protective Equipment | ✓ | | |
| Negative Pressure Used | ✓ | | |
| HEPA Vacuum | ✓ | | |
| Apply Biocide/Wipe-down | ✓ | | |
| Removing Contaminated Material | ✓ | | |
| Salvaged/Restored (If applicable to item tested) | | | ✓ |
| Final Cleaning | ✓ | | |
| Air Scrubber | ✓ | | |
| HVAC System Cleaning | ✓ | | |
| Post Remediation Inspection | ✓ | | |
| Containment During Reconstruction | ✓ | | |

Description of Work Area If Necessary: Although laboratory air sample results indicated normal levels of mold in all tested areas—including Garage A, Garage B, the kitchen, bathrooms, main room, and radio storage room—visible water damage was documented in several locations, particularly in the kitchen and bathrooms. In my professional opinion, despite the current air quality, mold remediation is necessary due to the extent of water intrusion and the potential for hidden or future mold growth within the affected building materials.

Recommended remediation procedures include establishing proper containment and maintaining negative air pressure in the work area. All contaminated drywall and insulation should be removed at least 12 inches beyond any visible mold. Structural components should be thoroughly cleaned and treated with an anti-microbial solution, and all horizontal and vertical surfaces should be HEPA vacuumed and wiped

down. Air scrubbers should be operated continuously for 48 to 72 hours throughout the remediation process. It is strongly advised that clearance testing be performed before any reconstruction begins to verify that the remediation was completed effectively. Additionally, it is imperative that the source of moisture or water intrusion is identified and repaired to prevent recurrence of mold growth.



#1: Vacating the Premises

- Vacating people from the adjacent spaces is usually only necessary for a large/widespread problem but is also recommended for individuals with reduced immune systems, elderly, infants, recent surgery patients, people with chronic inflammatory lung disease or individuals with respiratory health concerns.

#2: Personal Protective Equipment (PPE)

- Full-face respirators are to be worn.
- Gloves are to be worn to remove all infected building materials.
- Disposable Tyvek coveralls covering both the head and shoes shall be worn.

#3: Containment of Each of the Contaminated Area

- Complete isolation of the work area using plastic (6 mil poly) sheeting sealed with tape.
- If a containment area blocks the only entrance, vacating the property is usually recommended during remediation.
- If the problem is widespread and the entire property needs remediation, no containment is necessary.
- This area should be large enough to house any contaminated materials
- Sealing with plastic sheeting (6 mil poly) all ventilation, ducts/grills, fixtures and other openings.

#4: Negative Pressure Used

- Use an exhaust fan with a HEPA filter to generate negative pressurization (ventilating to the outdoors). Use the appropriate sized unit for the space. The air exchange rate must be six times per hour.

#5: HEPA Vacuum

- Any area that is in the same area of contaminated materials should be HEPA vacuumed, starting at highest point and working down to the floor.
- Any area that is contained should be completely HEPA-Vaced.
- This should be done before AND after removing contaminated materials.
- If the entire property is contaminated, the entire property needs to be HEPA-Vaced.

#6: Applying Biocide

- Apply biocide to visible fungal growth prior to removal of material. Wait thirty minutes before removing the material. This provides sufficient time for the biocide to disinfect the material and reduces the dust generated because the material is wetted.
- This should be done before AND after removing contaminated materials

#7: Removal and Discarding of Contaminated Materials

- Remove infected drywall, insulation and building material least twelve inches past any visual mold.
- All debris should be double bagged in 3 mil contractor bags twisted, goose necked and sealed with duct tape.
- The sealed bags are to be wiped clean with the appropriate disinfectant in the containment before transport to the disposal area.

- There are no special requirements for the disposal of moldy material. Moldy materials that are bagged can be disposed of with other general waste.
- All contaminated materials should be wrapped in plastic and sealed with tape before being taken out of the containment area through the unaffected areas for disposal.
- Sometimes building material, furniture, flooring, etc can not be evaluated until it has been jarred from its location. For cases like this, the mold remediation company hired should be trusted to give an honest evaluation.

#8: Restoring a Damaged Item

- If an item such as kitchen cabinets, clothing, furniture, etc were damaged you should have a yes/no answer to whether or not your item can be restored
- How this needs to be done is dependent upon the item in question. Wood may require sanding, clothes a simple rinse in the wash, etc.
- Some items like cabinets may appear to be salvaged, but after they are removed the damage is worse than our inspector anticipated. Trust the mold professional you hire for advice on whether or not something can be restored.

#9: Final Cleaning

- After the contaminated material has been removed, the contained area is to be HEPA vacuumed again.
- If any visual mold is seen on studs HEPA sand affected area.
- In the event that an item cannot be restored it must be replaced, even if it is building material.
- The contained area is to be wiped down with a biocide and/or detergent solution.
- The contained area is to be HEPA vacuumed again.

#10: Air Scrubber(s)

- Multiple air scrubbers should be used for properties with a widespread problem and no containment area. How many should be a decision trusted in the hands of the mold remediation company hired.
- An Air Scrubber should be placed in each containment area for 48-72 hours.

#11 Air Duct Cleaning

- Every mold remediation should be completed with a thorough cleaning of the HVAC system and air ducts.
- Sanitize/Disinfect air handler coils.
- Sanitize/Disinfect all duct work

#12: Final Inspections

- Prior to containment removal and re-occupancy of the space a certified mold inspector should do a visual inspection and air sampling. Air sample should be taken both within the containment and in an adjacent area to insure spores have not spread to other areas.
- After passing post remediation testing you may choose to apply a sealant around studs.
- Containment removal and re-occupancy shall occur when space passes appropriate verification testing.

#13: Containment Used During Reconstruction

- After the work area has passed clearance testing, the enclosure can be used to contain the dusts generated by sheetrock sanding and taping activities. This is done to reduce the clean up when reconstruction is complete.



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Attached are the lab results from independent AIHA accredited microbiology laboratory. If you have any questions about this report, the lab results, or anything else, please feel free to give us a call at the number listed below.

Sacramento, CA - Jason Ramirez
MI&T-Mold Inspection & Testing
www.MitMold.com
855-600-6653



SEEML Reference Number:
G-250519043

Southeast Environmental Microbiology Laboratories

102 Edinburgh Court
Greenville, SC 29607
Phone: (864) 233-3770

The information and data for **MIT Environmental Testing Grp** has been checked for thoroughness and accuracy. The following reports are contained within this document:

- Surface/Bulk Report
- Spore Trap Report
- Andersen Fungal Report
- Quantitative Fungal Report

Lab Manager Review : *Aaron Laughridge* Date : 05-19-2025

Thank you for using SEEML laboratories. We strive to provide superior quality and service. SEEML laboratories are accredited through AIHA LAP, LLC (EMLAP # 173667) for the analysis of Spore Traps and Surface/Bulk Samples.

The data within this report is reliable to three significant figures. The third significant figure is technically unjustified. In this instance, the third figure is reported as an estimate to facilitate the interpretation by the customer.

Confidentiality Notice:

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Guidelines for Interpretation:

No accepted quantitative regulatory standards currently exist by which to assess the health risks related to mold and bacterial exposure. Molds and bacteria have been associated with a variety of health effects and sensitivity varies from person to person.

Several organizations, including: the American Conference of Government Industrial Hygienists (ACGIH); the American Industrial Hygiene Association (AIHA); the Indoor Air Quality Association (IAQA); the United States Environmental Protection Agency (USEPA); the Centers for Disease Control (CDC), as well as the California Department of Health Services (CADHS), have all published guidelines for assessment and interpretation of mold resulting from water intrusion in buildings.

Interpretation of the data and information within this document is left to the company, consultant, and/or persons who conducted the fieldwork.

Spore Trap Report

| | | |
|--------------------------------------|--|---------|
| MIT Environmental Testing Grp | Date Sampled: 05/16/2025 | Item 8A |
| 655 W Grand Ave Suite 300 | Date Received: 05/19/2025 | |
| Elmhurst, IL, 60126 | Date Analyzed: 05/19/2025 | |
| (855)600-6653 | Date Reported: 05/19/2025 | |
| | Date Revised: | |
| | Project Name: Ron Walker | |
| | Project Number: | |
| | Project Address: 33 Church St | |
| | Project City, State, ZIP: Colfax, CA 95713 | |

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7 SEEML Reference #: G-250519043

| Client Sample ID | 3068115 | | | 3068099 | | | 3068075 | | |
|--|------------------|-----------------------|----|-----------------|-----------------------|----|-----------------|-----------------------|----|
| Location | Control(Outside) | | | Garage A | | | Garage B | | |
| Lab Sample ID | G-250519043-329 | | | G-250519043-330 | | | G-250519043-331 | | |
| Detection Limit (spores/m ³) | 40 | | | 40 | | | 40 | | |
| Hyphal Fragments | | | | | | | | | |
| Pollen | 2 | 80 | | | | | | | |
| Spore Trap Used | M5 | | | M5 | | | M5 | | |
| | raw ct. | spores/m ³ | % | raw ct. | spores/m ³ | % | raw ct. | spores/m ³ | % |
| Alternaria (=Ulocladium) | 1 | 40 | 2 | | | | | | |
| Ascospores | 5 | 200 | 11 | | | | | | |
| Basidiospores | 22 | 880 | 48 | 9 | 360 | 82 | 8 | 320 | 73 |
| Bipolaris/Drechslera | | | | | | | | | |
| Cercospora | | | | | | | | | |
| Chaetomium | | | | | | | | | |
| Cladosporium | 13 | 520 | 28 | 1 | 40 | 9 | 3 | 120 | 27 |
| Colorless/Other Brown* | | | | | | | | | |
| Curvularia | | | | | | | | | |
| Epicoccum | | | | | | | | | |
| Fusarium | | | | | | | | | |
| Memnoniella | | | | | | | | | |
| Nigrospora | | | | | | | | | |
| Oidium | | | | | | | | | |
| Penicillium/Aspergillus | | | | | | | | | |
| Pithomyces | | | | | | | | | |
| Polythrincium | | | | | | | | | |
| Pyricularia | | | | | | | | | |
| Rusts | | | | | | | | | |
| Smuts/Periconia/Myxomy | 5 | 200 | 11 | 1 | 40 | 9 | | | |
| Spegazzinia | | | | | | | | | |
| Stachybotrys | | | | | | | | | |
| Tetraploa | | | | | | | | | |
| Torula | | | | | | | | | |
| Zygomycetes | | | | | | | | | |
| Background debris (1-5)** | 3 | | | 3 | | | 3 | | |
| Sample Volume(liters) | 25 | | | 25 | | | 25 | | |
| TOTAL SPORES/M³ | 46 | 1840 | | 11 | 440 | | 11 | 440 | |

Comments:
 Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.
 The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity (in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.
 *Colorless, other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.
 **Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2 = Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.
 ***Ulocladium has been recognized by the International Mycological Association to be equal to Alternaria and so they are reported as one.

Disclaimer: The sample results are determined by the sample volume, which is provided by the customer.
 This report relates only to the samples tested as they were received.

Respectfully submitted, SEEML
Aaron Laughridge
 Aaron Laughridge, Approved Laboratory Signatory

102 Edinburgh Court
 Greenville, SC. 29607
 Phone: (864) 233-3770

Spore Trap Report

| | | |
|--------------------------------------|--|---------|
| MIT Environmental Testing Grp | Date Sampled: 05/16/2025 | Item 8A |
| 655 W Grand Ave Suite 300 | Date Received: 05/19/2025 | |
| Elmhurst, IL, 60126 | Date Analyzed: 05/19/2025 | |
| (855)600-6653 | Date Reported: 05/19/2025 | |
| | Date Revised: | |
| | Project Name: Ron Walker | |
| | Project Number: | |
| | Project Address: 33 Church St | |
| | Project City, State, ZIP: Colfax, CA 95713 | |

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7 SEEML Reference #: G-250519043

| Client Sample ID | 3068102 | | | 3068111 | | | 3068100 | | |
|--|-----------------|-----------------------|----|-----------------|-----------------------|----|-----------------|-----------------------|----|
| Location | Kitchen/Baths | | | Main Room | | | Radio/Storage | | |
| Lab Sample ID | G-250519043-332 | | | G-250519043-333 | | | G-250519043-334 | | |
| Detection Limit (spores/m ³) | 40 | | | 40 | | | 40 | | |
| Hyphal Fragments | | | | | | | 1 | 40 | |
| Pollen | | | | | | | | | |
| Spore Trap Used | M5 | | | M5 | | | M5 | | |
| | raw ct. | spores/m ³ | % | raw ct. | spores/m ³ | % | raw ct. | spores/m ³ | % |
| Alternaria (=Ulocladium) | | | | | | | | | |
| Ascospores | 1 | 40 | 4 | | | | | | |
| Basidiospores | 15 | 600 | 56 | 10 | 400 | 77 | 11 | 440 | 69 |
| Bipolaris/Drechslera | | | | | | | | | |
| Cercospora | | | | | | | | | |
| Chaetomium | | | | | | | | | |
| Cladosporium | 2 | 80 | 7 | 1 | 40 | 8 | 4 | 160 | 25 |
| Colorless/Other Brown* | | | | | | | | | |
| Curvularia | | | | | | | | | |
| Epicoccum | | | | | | | | | |
| Fusarium | | | | | | | | | |
| Memnoniella | | | | | | | | | |
| Nigrospora | | | | | | | | | |
| Oidium | | | | 1 | 40 | 8 | | | |
| Penicillium/Aspergillus | 3 | 120 | 11 | | | | | | |
| Pithomyces | | | | | | | | | |
| Polythrincium | | | | | | | | | |
| Pyricularia | | | | | | | | | |
| Rusts | 1 | 40 | 4 | | | | | | |
| Smuts/Periconia/Myxomy | 5 | 200 | 19 | 1 | 40 | 8 | 1 | 40 | 6 |
| Spegazzinia | | | | | | | | | |
| Stachybotrys | | | | | | | | | |
| Tetraploa | | | | | | | | | |
| Torula | | | | | | | | | |
| Zygomycetes | | | | | | | | | |
| Background debris (1-5)** | 4 | | | 3 | | | 3 | | |
| Sample Volume(liters) | 25 | | | 25 | | | 25 | | |
| TOTAL SPORES/M³ | 27 | 1080 | | 13 | 520 | | 16 | 640 | |

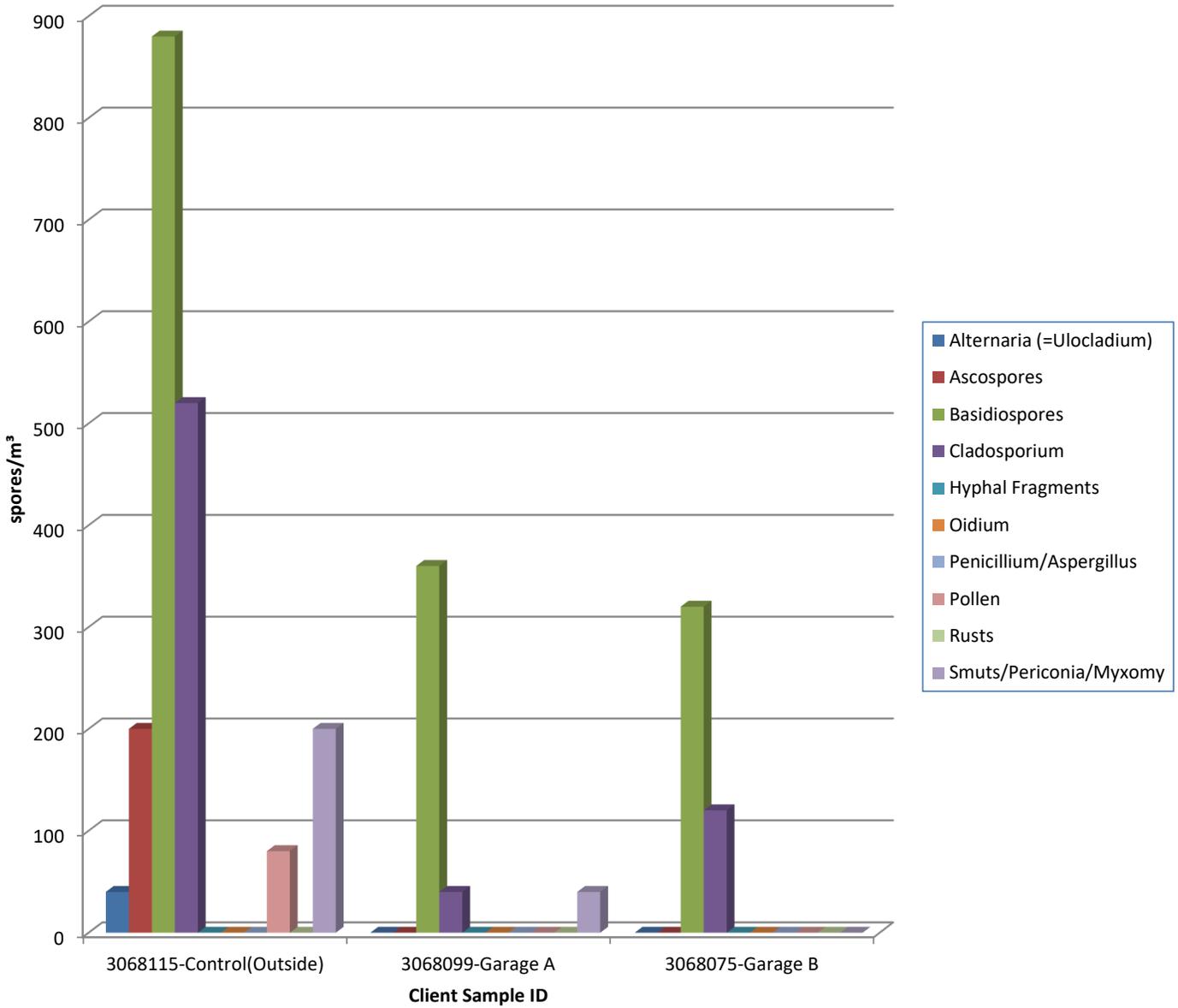
Comments:
 Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore. The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity (in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.
 *Colorless, other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.
 **Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2 = Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.
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Disclaimer: The sample results are determined by the sample volume, which is provided by the customer.
 This report relates only to the samples tested as they were received.

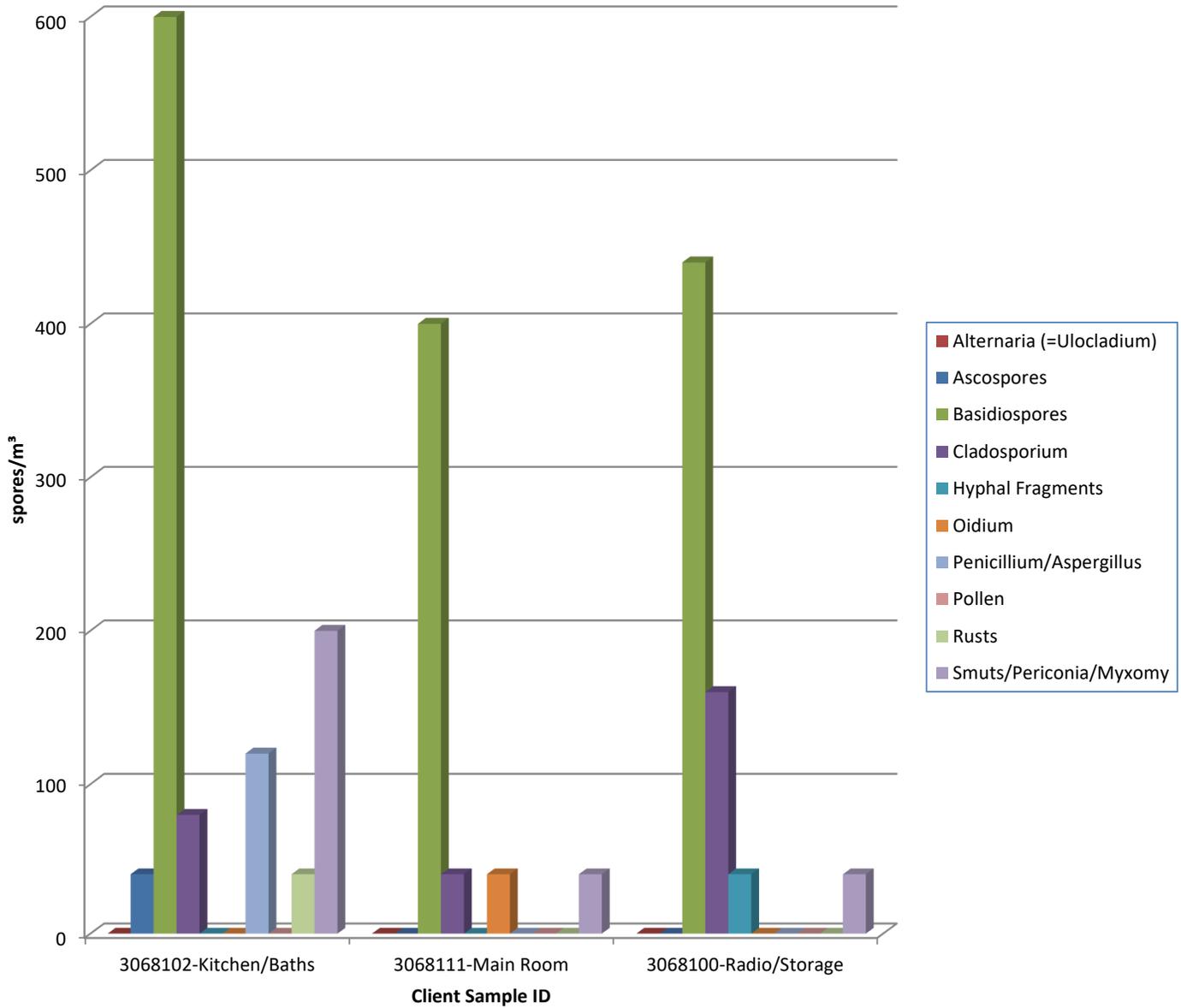
Respectfully submitted, SEEML
Aaron Laughridge
 Aaron Laughridge, Approved Laboratory Signatory

102 Edinburgh Court
 Greenville, SC. 29607
 Phone: (864) 233-3770

SEEML Ref #: G-250519043



SEEML Ref #: G-250519043



Fungal Descriptions

Alternaria sp.

Aw - 0.89. Conidia dimensions: 18-83 x 7-18 microns. A very common allergen with an IgE mediated response. It is often found in carpets, textiles and on horizontal surfaces in building interiors. Often found on window frames. Outdoors it may be isolated from samples of soil, seeds and plants. It is commonly found in outdoor samples. The large spore size, 20 - 200 microns in length and 7 - 18 microns in sizes, suggests that the spores from these fungi will be deposited in the nose, mouth and upper respiratory tract. It may be related to bakers' asthma. It has been associated with hypersensitivity pneumonitis.

The species *Alternaria alternata* can produce tenuazonic acid and other toxic metabolites that may be associated with disease in humans or animals. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchospasms; chronic cases may develop pulmonary emphysema.

Ascospore

A spore borne in a special cell called an ascus. Spores of this type are reported to be allergenic. All ascomycetes, members of a group of fungi called Ascomycotina, have this type of spore. The minute black dots on rotting wood and leaves or the little cups on lichens are examples of ascomycetes; another is the "truffle" mushroom.

Aspergillus/Penicillium

These are two of the most commonly found allergenic fungi in problem buildings. *Aspergillus* comes in many varieties (species). Many of the varieties produce toxic substances. It may be associated with symptoms such as sinusitis, allergic bronchopulmonary aspergillosis, and other allergic symptoms. *Penicillium* is a variety of mold that is very common indoors and is found in increased numbers in problem buildings. It also has many varieties, some of which produce toxic substances. The symptoms are allergic reactions, mucous membrane irritation, headaches, vomiting, and diarrhea. Due to the morphological similarity of *Aspergillus* and *Penicillium*, they are not differentiated by microscopic analysis and are reported together.

Aspergillus sp.

Aw 0.75 - 0.82. Reported to be allergenic. Members of this genus are reported to cause ear infections. Many species produce mycotoxins that may be associated with disease in humans and other animals. Toxin production is dependent on the species or a strain within a species and on the food source for the fungus. Some of these toxins have been found to be carcinogenic in animal species. Several toxins are considered potential human carcinogens. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchospasms; chronic cases may develop pulmonary emphysema; may also be associated with sinusitis, allergic bronchopulmonary aspergillosis, and other allergic symptoms.

Aureobasidium

Aureobasidium pullulans is a ubiquitous and generalistic black, yeast-like fungus that can be found in different environments (e.g., soil, water, air, and limestone). It is well known as a naturally occurring epiphyte or endophyte of a wide range of plant species (e.g. apple, grape, cucumber, green beans, cabbage) without causing any symptoms of disease. *A. pullulans* has a high importance in biotechnology for the production of different enzymes, siderophores and pullulan. Furthermore, *A. pullulans* is used in biological control of plant diseases, especially storage diseases.

Chronic human exposure to *A. pullulans* via humidifiers or air conditioners can lead to hypersensitivity pneumonitis (extrinsic allergic alveolitis) or "humidifier lung". This condition is characterized acutely by dyspnea, cough, fever, chest infiltrates, and acute inflammatory reaction. The condition can also be chronic, and lymphocyte mediated. The chronic condition is characterized radiographically by reticulonodular infiltrates in the lung, with apical sparing. The strains causing infections in humans were reclassified to *A. melanogenum*.

Basidiospore

Spore from basidiomycetes. Many varieties are reported to be allergenic.

Bipolaris sp.

Aw 0.93. Conidia dimensions: 7-14 x 5-9 microns. It is parasitic on plants and soft fruits. Found in soil and on house plants and vegetables, it is also known as "gray mold". It causes leaf rot on grapes, strawberries, lettuce, etc. It is a well-known allergen, producing asthma type symptoms in greenhouse workers and "wine grower's lung".

Botrytis sp.

A fungus with large spores that could be expected to be deposited in the upper respiratory tract. This fungus can produce the mycotoxin - sterigmatocystin, which has been shown to produce liver and kidney damage when ingested by laboratory animals.

Cercaspora

Common outdoors in agricultural areas, especially during harvest. Parasite of higher plants, causing leaf spot. Commonly found as parasites on higher plants.

Chaetomium sp.

Large ascomycetous fungus producing perithecia. It is found on a variety of substrates containing cellulose, including paper and plant compost. It has been found on paper in sheetrock. It can produce an *Acremonium*-like state on fungal media. Varieties are considered allergenic and have been associated with peritonitis, cutaneous lesions, and system mycosis.

Cladosporium sp.

Aw 0.88; Aw 0.84. Most commonly identified outdoor fungus. The outdoor numbers are reduced in the winter. The numbers are often high in the summer. Often found indoors in numbers less than outdoor numbers. It is a common allergen. Indoor *Cladosporium* sp. may be different than the species identified outdoors. It is commonly found on the surface of fiberglass duct liners in the interior of supply ducts. A wide variety of plants are food sources for this fungus. It is found on dead plants, woody plants, food, straw, soil, paint, and textiles. Produces greater than 10 antigens. Antigens in commercial extracts are of variable quality and may degrade within weeks of preparation. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include skin lesions, eye ulceration, mycosis (including onychomycosis, an infection of the nails of the feet or hands) edema and bronchospasms; chronic cases may develop pulmonary emphysema.

Curvularia sp.

Reported to be allergenic and has been associated with allergic fungal sinusitis. It may cause corneal infections, mycetoma, and infections in immune compromised hosts.

Dreschlera sp.

Conidia dimensions: 40-120 x 17-28 microns. Found on grasses, grains and decaying food. It can occasionally cause a corneal infection of the eye.

Epicoccum sp.

Conidia dimensions: 15-25 microns. A common allergen. It is found in plants, soil, grains, textiles and paper products.

Fusarium sp.

Aw 0.90. A common soil fungus. It is found on a wide range of plants. It is often found in humidifiers. Several species in this genus can produce potent trichothecene toxins. The trichothecene (scirpene) toxin targets the following systems: circulatory, alimentary, skin, and nervous. Produces vomitoxin on grains during unusually damp growing conditions. Symptoms may occur either through ingestion of contaminated grains or possibly inhalation of spores. The genera can produce hemorrhagic syndrome in humans (alimentary toxic aleukia). This is characterized by nausea, vomiting, diarrhea, dermatitis, and extensive internal bleeding. Reported to be allergenic. Frequently involved in eye, skin, and nail infections.

Myxomycetes

Members of a group of fungi that is included in the category of "slime molds". They're occasionally found indoors, but mainly reside in forested regions on decaying logs, stumps, and dead leaves. Myxomycetes display characteristics of fungi *and* protozoans. In favorable (wet) conditions they exhibit motile, amoeba-like cells, usually bounded only by a plasma membrane, that are variable in size and form. During dry spells, they form a resting body (sclerotium) with dry, airborne spores. These fungi are not known to produce toxins but can cause hay fever and asthma.

Memnoniella

Contaminant found most often with *Stachybotrys* on wet cellulose. Forms in chains, but it are very similar to *Stachybotrys* and sometimes is considered to be in the *Stachybotrys* family. Certain species do produce toxins very similar to the ones produced by *Stachybotrys chartarum* and many consider the IAQ importance of *Memnoniella* to be on par with *Stachybotrys*. Allergenic and infectious properties are not well studied.

Nigrospora sp.

Commonly found in warm climates, this mold may be responsible for allergic reactions such as hay fever and asthma. It is found on decaying plant material and in the soil. It is not often found indoors.

Oidium sp.

The asexual phase of *Erysiphe* sp. It is a plant pathogen causing powdery mildews. It is very common on the leaf's stems, and flowers of plants. The health effects and allergenicity have not been studied. It does not grow on non-living surfaces such as wood or drywall.

Penicillium sp.

Aw 0.78 - 0.88. A wide number of organisms have been placed in this genus. Identification to species is difficult. Often found in aerosol samples. Commonly found in soil, food, cellulose and grains. It is also found in paint and compost piles. It may cause hypersensitivity pneumonitis, allergic alveolitis in susceptible individuals. It is reported to be allergenic (skin). It is commonly found in carpet, wallpaper, and in interior fiberglass duct insulation. Some species can produce mycotoxins. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchospasms; chronic cases may develop pulmonary emphysema. It may also cause headaches, vomiting, and diarrhea.

Periconia sp.

Periconia sp. are found in soil, blackened and dead herbaceous stems leaf spots, grasses, rushes, and sedges. Almost always associated with other fungi. Rarely found growing indoors. Reportedly associated with a rare case of mycotic keratitis.

Pithomyces sp.

A common mold found on dead leaves, plants, soil and especially grasses. Causes facial eczema in ruminants. It exhibits distinctive multi-celled brown conidia. It is not known to be a human allergen or pathogen. It is rarely found indoors, although it can grow on paper.

Rusts/Smuts

These fungi are associated with plant diseases. In the classification scheme of the fungi, the smuts have much in common with the rusts, and they are frequently discussed together. Both groups produce wind-borne, resistant teliospores that serve as the basis for their classification and their means of spread. Rusts usually attack vegetative regions (i.e., leaves and stems) of plants; smuts usually are associated with the reproductive structures (seeds). They can cause hay fever and asthma.

Spegazzinia

Spegazzinia species comprise a very small proportion of the fungal biota. This genus is somewhat related to other lobed or ornamented genera such as *Candelabrum*. No information is available regarding health effects or toxicity. Allergenicity has not been studied. Usually identified on spore trap samples where it is seen every few weeks. (Spores have very distinctive morphology.) May also be found in air by culturable (Andersen) samples if a long enough incubation period is provided so that sporulation occurs. Our laboratory has never found this organism growing on indoor environmental surfaces. Natural habitat includes soil and many kinds of trees and plants.

Sporotrichum

Sporotrichum species comprise a very small proportion of the fungal biota and are most closely related to other colorless hyphomycetes such as *Chrysosporium*. The only information available regarding health effects are a few rare cases of repeated isolations from respiratory secretions suggestive of bronchopulmonary colonization. No information is available regarding toxicity. Allergenicity has not been studied. May be identified on surfaces by tape lifts, tease mounts from bulk samples, and in air by culturable (Andersen) samples. Many times sporulating colorless fungi are very difficult to identify, with critical structures only very faintly visible under oil immersion magnification. Thus, these isolates may be placed in the category "Colorless, sporulating, ID unknown" on the Andersen report format. Spores do not have distinctive morphology and would be categorized as "other colorless" on spore trap samples. Natural habitat includes soil and decaying wood.

Stachybotrys sp.

Aw - 0.94, optimum Aw \rightarrow 0.98. Several strains of this fungus (*S. atra*, *S. chartarum* and *S. alternans* are synonymous) may produce a trichothecene mycotoxin- Satratoxin H - which is poisonous by inhalation. The toxins are present on the fungal spores. This is a slow growing fungus on media. It does not compete well with other rapidly growing fungi. The dark colored fungus grows on building material with high cellulose content and low nitrogen content. Areas with a relative humidity above 55%, and are subject to temperature fluctuations, are ideal for toxin production. Individuals with chronic exposure to the toxin produced by this fungus reported cold and flu symptoms, sore throats, diarrhea, headaches, fatigue, dermatitis, intermittent local hair loss and generalized malaise. Other symptoms include coughs, rhinitis, nosebleed, a burning sensation in the nasal passages, throat, and lungs, and fever. The toxins produced by this fungus will suppress the immune system affecting the lymphoid tissue and the bone marrow. Animals injected with the toxin from this fungus exhibited the following symptoms: necrosis and hemorrhage within the brain, thymus, spleen, intestine, lung, heart, lymph node, liver, and kidney. Affects by absorption of the toxin in the human lung are known as pneumomycosis.

This organism is rarely found in outdoor samples. It is usually difficult to find in indoor air samples unless it is physically disturbed (or possibly -this is speculation- a drop in the relative humidity). The spores are in a gelatinous mass. Appropriate media for the growth of this organism will have high cellulose content and low nitrogen content. The spores will die readily after release. The dead spores are still allergenic and toxigenic. Percutaneous absorption has caused mild symptoms.

Stemphylium sp.

Reported to be allergenic. Isolated from dead plants and cellulose materials.

Torula sp.

Found outdoors in air, soil, on dead vegetation, wood, and grasses. Also found indoors on cellulose materials. Reported to be allergenic and may cause hay fever and asthma.

Tetraploa

Tetraploa species comprise a very small proportion of the fungal biota. This genus is somewhat related to *Triposporium* and *Diplocladiella*. The only reported human infections are two cases of keratitis (1970, 1980) and one case of subcutaneous infection of the knee (1990). No information is available regarding other health effects or toxicity. Allergenicity has not been studied. Usually identified on spore trap samples where it is seen every few weeks. (Spores have very distinctive morphology.) Our laboratory has never found this organism growing on indoor environmental surfaces. Natural habitat includes leaf bases and stems just above the soil on many kinds of plants and trees.

Ulocladium sp.

Aw 0.89. Isolated from dead plants and cellulose materials. Found on textiles.

Zygomycetes

Zygomycetes are one of the four major groups of fungi, the others being the Oomycetes, the Ascomycetes, and the Basidiomycetes. Zygomycetes are common, fast growing, and often overgrow and/or inhibit other fungi nearby. *Rhizopus* and *Mucor* are two of the most common Zygomycetes seen in the indoor environment. However, others are seen as well, including *Syncephalastrum*, *Circinella*, *Mortierella*, *Mycotypha*, *Cunninghamella*, and *Choanephora*. For further information, please see descriptions of these individual genera.

The following table lists mycotoxins that are produced by certain types of fungi:

| Fungi | Mycotoxin |
|-------------------------------------|--|
| <i>Acremonium crocacinigenum</i> | Crotocin |
| <i>Aspergillus favus</i> | Alfatoxin B, cyclopiazonic acid |
| <i>Aspergillus fumigatus</i> | Fumagilin, gliotoxin |
| <i>Aspergillus carneus</i> | Citrinin |
| <i>Aspergillus clavatus</i> | Cytochalasin, patulin |
| <i>Aspergillus Parasiticus</i> | Alfatoxin B |
| <i>Aspergillus nomius</i> | Alfatoxin B |
| <i>Aspergillus niger</i> | Ochratoxin A, malformin, oxalic acid |
| <i>Acremonium crocacinigenum</i> | Crotocin |
| <i>Aspergillus nidulans</i> | Sterigmatocystin |
| <i>Aspergillus ochraceus</i> | Ochratoxin A, penicillic acid |
| <i>Aspergillus versicolor</i> | Sterigmatocystin, 5 ethoxysterigmatocystin |
| <i>Aspergillus ustus</i> | Ausdiol, austamide, austocystin, brevianamide |
| <i>Aspergillus terreus</i> | Citreoviridin |
| <i>Alternaria</i> | Alternariol, altertoxin, altenuene, altenusin, tenuazonic acid |
| <i>Arthrimum</i> | Nitropropionic acid |
| <i>Bioploaris</i> | Cytochalasin, sporidesmin, sterigmatocystin |
| <i>Chaetomium</i> | Chaetoglobosin A,B,C. Sterigmatocystin |
| <i>Cladosporium</i> | Cladosporic acid |
| <i>Clavipes purpurea</i> | Ergotism |
| <i>Cylindrocoryn</i> | Trichothecene |
| <i>Diplodia</i> | Diplodiatoxin |
| <i>Fusarium</i> | Trichothecene, zearalenone |
| <i>Fusarium moniliforme</i> | Fumonisin |
| <i>Emericella nidulans</i> | Sterigmatocystin |
| <i>Gliocladium</i> | Gliotoxin |
| <i>Memmoniella</i> | Griseofulvin, dechlorogriseofulvin, epi-dechlorogriseofulvin, trichodermin, trichodermol |
| <i>Myrothecium</i> | Trichothecene |
| <i>Paecilomyces</i> | Patulin, viriditoxin |
| <i>Penicillium aurantiocandidum</i> | Penicillic acid |
| <i>Penicillium aurantiogriseum</i> | Penicillic acid |
| <i>Penicillium brasilanum</i> | Penicillic acid |
| <i>Penicillium brevicompactum</i> | Mycophenolic acid |
| <i>Penicillium camemberti</i> | Cyclopiazonic acid |
| <i>Penicillium carneum</i> | Mycophenolic acid, Roquefortine C |
| <i>Penicillium crateriforme</i> | Rubratoxin |

| Fungi | Mycotoxin |
|--|---|
| <i>Penicillium citrinum</i> | Citrinin |
| <i>Penicillium commune</i> | Cyclopiazonic acid |
| <i>Penicillium crustosum</i> | Roquefortine C |
| <i>Penicillium chrysogenum</i> | Roquefortine C |
| <i>Penicillium discolor</i> | Chaetoglobosin C |
| <i>Penicillium expansum</i> | Citrinin, Roquefortine C |
| <i>Penicillium griseofulvum</i> | Roquefortine C, cyclopiazonic acid, griseofulvin |
| <i>Penicillium hirsutum</i> | Roquefortine C |
| <i>Penicillium hordei</i> | Roquefortine C |
| <i>Penicillium nordicum</i> | Ochratoxin A |
| <i>Penicillium paneum</i> | Roquefortine C |
| <i>Penicillium palitans</i> | Cyclopiazonic acid |
| <i>Penicillium polonicum</i> | Penicillic acid |
| <i>Penicillium roqueforti</i> | Roquefortine C, Mycophenolic acid |
| <i>Penicillium veridicatum</i> | Penicillic acid |
| <i>Penicillium verrucosum</i> | Citrinin, ochratoxin A |
| <i>Penicillium/ Aspergillus</i> | Patulin |
| <i>Penicillium/ Aspergillus/Alternaria</i> | Glitoxin |
| <i>Phomopsis</i> | Macrocyclic trichothecenes |
| <i>Phoma</i> | Brefeldin, cytochalasin, secalonic acid, tenuazonic acid |
| <i>Pithomyces</i> | Sporidesmin |
| <i>Rhizoctonia</i> | Slaframine |
| <i>Rhizopus</i> | Rhizonin |
| <i>Sclerotinia</i> | Furanocoumarins |
| <i>Stachybotrys chartarum</i> | Iso-satratoxin F, roridin E, L-2, satratoxin G & H, trichodermin, trichodermol, trichothecene |
| <i>Torula</i> | Cytotoxins |
| <i>Trichoderma</i> | Trichodermin, trichodermol, gliotoxin |
| <i>Trichothecium</i> | Trichothecene |
| <i>Wallemia</i> | Walleminol |
| <i>Zygosporium</i> | Cytochalasin |

General terms

Allergen

An allergen is a substance that elicits an IgE antibody response and is responsible for producing allergic reactions. Chemicals are released when IgE on certain cells contact an allergen. These chemicals can cause injury to surrounding tissue - the visible signs of an allergy. Only a few fungal allergens have been characterized but all fungi are thought to be potentially allergenic. Fungal allergens are proteins found in either the mycelium or spores

"Black mold"

A poorly defined term. Black mold or toxic black mold has usually been associated with the mold *Stachybotrys chartarum*. While there are only a few molds that are truly black, there are many that can appear black. Not all molds that appear to be black are *Stachybotrys*.

Fungi

Fungi are neither animals nor plants and are classified in a kingdom of their own. The Kingdom of Fungi. Fungi include a very large group of organisms, including molds, yeasts, mushrooms and puffballs. There are >100,000 accepted fungal species but current estimates range to 1.5 million species. Mycologists (people who study fungi) have grouped fungi into four large groups according to their method of reproduction.

Hidden mold

This refers to visible mold growth on building structures that is not easily seen, including the areas above drop ceilings, within a wall cavity (the space between the inner and outer structure of a wall), inside air handlers, or within the ducting of a heating/ventilation system.

Microbial Volatile Organic Compounds (MVOCs)

Fungi produce chemicals as a result of their metabolism. Some of these chemicals, MVOCs, are responsible for the characteristic moldy, musty, or earthy smell of fungi, whether mushrooms or molds. Some MVOCs are considered offensive or annoying. Specific MVOCs are thought to be characteristic of wood rot and mold growth on building materials. The human nose is very sensitive to mold odors and sometimes more so than current analytical instruments.

Mold

Molds are a group of organisms that belong to the Kingdom of Fungi (see Fungi). Even though the terms mold and fungi had been commonly referred to interchangeably, all molds are fungi, but not all fungi are molds.

Mycotoxin

Mycotoxins are compounds produced by some fungi that are toxic to humans or animals. By convention, the term? Mycotoxin. Excludes mushroom toxins. Fungi that produce mycotoxins are called "toxigenic fungi."

Spore

General term for a reproductive structure in fungi, bacteria and some plants. In fungi, the spore is the structure which may be used for dissemination and may be resistant to adverse environmental conditions.

Toxic mold

The term "toxic mold" has no scientific meaning since the mold itself is not toxic. The metabolic byproducts of some molds may be toxic (see mycotoxin).

Hypha (plural, hyphae)

An individual fungal thread or filament of connected cells; the thread that represents the individual parts of the fungal body.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Colfax / Reactic Restoration)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Colfax, a California municipal corporation (“City”), and Reactic Restoration, a California limited liability company (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Mold Remediation at 33 Church Street, Colfax, CA 95713.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s June 2, 2025 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Ron Walker, City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Twenty Thousand nine hundred fifty-one dollars and twenty cents (\$20,951.20).
- 3.5. “Commencement Date”: Sept 1, 2025
- 3.6. “Termination Date”: January 1, 2026

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall only be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.3. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official’s campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or

transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. Furthermore, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

9. RELATIONSHIP OF PARTIES

- 9.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10. INDEMNIFICATION

- 10.1. **Definitions.** For purposes of this Section 10, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 10.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11. INSURANCE

- 11.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 11.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **33 Church Street Mold Remediation Project.**
 - ---

Documentation of Best’s rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12. COVERAGE AMOUNTS. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City
Ron Walker
 City of Colfax
 33 South Main St.
 Colfax, CA 95713

If to Consultant
 Name: Jesse Galben
 Address: 8136 Junipero St. Unit B.
Sacramento CA 95828

 Telephone: 916-662-3481
 Email: jesse@reactic247.com

With courtesy copy to:
Conor W. Harkins, Esq.
Colfax City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Telephone: (530) 432-7357
Email: charkins@chwlaw.us

14. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

16. TERMINATION

Either party may terminate this Agreement for any reason on seven calendar days' written notice to the other party. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
City of Colfax

“CONSULTANT”
React Restoration

Authorized Signatories:

Signature: _____

Signature: _____

Printed: Ron Walker

Printed: Jesse Galben

Title: City Manager

Title: Project Manager

Date: _____

Date: _____

Attest:

Signature: _____

Printed: _____

Title: City Clerk

Date: _____

Approved as to form:

Signature: _____

Printed: _____

Title: City Attorney

Date: _____

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

- Date _____ Amount \$ _____
- Date _____ Amount \$ _____
- Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____

Exhibit A Scope of Work.

SCOPE OF WORK:

This proposal includes supplying all labor, material and equipment associated with the removal of the following mold-containing materials.

Affected Conference room, Dispatch/Radio room, Kitchen/Laundry room, Bathroom #1, Bathroom#2, Garage#1, Garage#2;

- - The affected area's will be contained with a 6-mil plastic sheet and zipper door
- - During the entire process, negative air will be established by i installation of air scrubbers. The air scrubber will filter and recycle the air inside the containment area
- - Dehumidifier will be installed in the room and will be used to dry the contained area
- - The affected drywall, wood paneling, possible flooring, and insulation will be removed and disposed
- - Any mold affected studs/framing in this area will be wire/brushed/sanded
- - Inside the containment area: damp wipe, wire brush, thoroughly dry and HEPA vacuum all interior floor, wall and ceiling area, as well as door and window frames and trims using a diluted water and antimicrobial solution or comparable cleaning solution designed to neutralize and inhibit microbial growth
- - The air scrubbers and dehumidifiers will run for about 48 hours after finishing sanitation work

Items & Equipment involved with the mold remediation:

Plastic bag for removal of contaminated items
 Floor protect to containment area
 Equipment set-up, take down & monitoring
 HEPA Vacuum
 Green product Anti-microbial agent
 PPE (hazardous clean-up)Respirator cart
 Dump fees
 Dehumidifiers
 Superior air cleaning/air scrubbers
 Remediation & Cleaning Technician

Excluded:

Reconstruction
 Permit fees
 Cleaning in area's not mentioned above
 3rd Party Clearance Testing

All work will be performed in accordance to institute of inspection, cleaning, and restoration, standard and reference guide for professional mold remediation (IICRC520).

Exhibit B Fee Schedule

| Description | Qty | Unit price | Line total |
|--|-----|--------------------------|-------------|
| Dehumidifier - Dehumidifier - 4 units x 3 days | 12 | \$81.00 | \$972.00 |
| Air Scrubber - Air scrubber with HEPA filter to remove mold contaminants and debris from the air during work. 4 units x 3 days | 12 | \$78.50 | \$942.00 |
| Plant-Based Antimicrobial - Plant-Based Antimicrobial | 4 | \$58.50 | \$234.00 |
| Remediation Tech - Prev. Wage - Includes Travel, loading/unloading off-site. 3 techs x 8 hours x 4 days. plus 4 additional hours 2 hours each for two tech for equipment pick-up . total of 100 hours. | 100 | \$125.00 | \$12,500.00 |
| Remediation Tech - Prev. Wage - Includes Travel, loading/unloading off-site. 1 supervisor x 8 hours. for 4 days of supervisor | 32 | \$128.00 | \$4,096.00 |
| Personal Protective Equipment - Full tyvex coverall suit, P100 masks & filters, gloves. | 32 | \$19.60 | \$627.20 |
| HEPA Filter for Air Scrubber - HEPA Filter for Air Scrubber - 4 units | 4 | \$125.00 | \$500.00 |
| Asbestos Testing - Asbestos Testing - Mandated Preliminary testing | 1 | \$720.00 | \$720.00 |
| Dump Fees - Dump Fees | 1 | \$360.00 | \$360.00 |
| | | Estimate subtotal | \$20,951.20 |
| | | Total | \$20,951.20 |

Please note this is assuming no asbestos. Estimate is based on current prevailing wage Rates.